

**82nd Regular Session
Mayor and City Council
December 15, 2015
Agenda**

7:00 PM - December 15, 2015 - REGULAR SESSION -*Council Chamber*

I. CALL TO ORDER

Mayor David S. Gysberts

II. INVOCATION

Mayor David S. Gysberts

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, January 5, 2016 - Work Session at 4:00 p.m.
 - 2. Tuesday, January 12, 2016 - Executive Session at 3:30 p.m. and Work Session at 4:00 p.m.
 - 3. Tuesday, January 19, 2016 - Work Session at 4:00 p.m.
 - 4. Tuesday, January 26, 2016 - Regular Session at 7:00 p.m.

V. CITIZEN COMMENTS

VI. PUBLIC HEARINGS

Local Conversion Overlay – Kreyn, 702 West Washington Street

VII. CITY ADMINISTRATOR'S COMMENTS

VIII. MAYOR AND COUNCIL COMMENTS

IX. MINUTES

November 3, 2015, November 10, 2015, November 17, 2015, and November 24, 2015

X. CONSENT

A. Parks and Engineering

- 1. Golf Vehicles and Equipment - Jacobsen Mid-Atlantic (Jessup, MD) \$39,857.28
- 2. Approval of 2016/2017 Pavement Preservation Program

B. Police

- 1. FY16 Safe Streets Grant for Community Based Prosecutor and Contractual Overtime -

Washington County Sheriff's Office (Hagerstown, MD) \$46,456.00

A. Public Works

1. Boiler Replacement - Emergency Purchase - Beaver Mechanical (Hagerstown, MD)
\$42,200.00

B. Utilities

1. Water: Poly-Orthophosphate - Shannon Chemical Corporation (Exton, PA) \$56,640.00
2. Water: Replacement of Vehicle #216 - McCafferty Ford (Mechanicsburg, PA) \$84,463.00
3. Water: Replacement of Vehicle #217 - McCafferty Ford (Mechanicsburg, PA) \$48,159.00
4. Water: Joint Pipe for Main Replacement - McWane Ductile (Phillipsburg, NJ) \$38,850.00
5. Water: Water Meters - L/B Water Service (Chambersburg, PA) \$89,798.70
6. Wastewater: Liquid Oxygen - Air Products and Chemicals, Inc. (Allentown, PA)
\$12,000.00

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

- A. Approval of a Resolution: Lease Agreement with MHI/Customized Energy Solutions, Ltd. at Frederick Street Substation
- B. Approval of a Resolution: Tax Exemption for MHI/Customized Energy Solutions, Ltd. at Frederick Street Substation
- C. Approval of Resolution: City of Hagerstown Settlement and Release Agreement Resolving Pending Litigation over Eastern Boulevard Road Improvement Fee
- D. Acceptance of Dedication Offer: Middleway Drive
- E. Approval to Accept a Grant from the Maryland Department of Health and Mental Hygiene
- F. Approval of Noise Ordinance Exemption for Fireworks at What's NXT New Year's Eve Donut Drop
- G. Approval of Application for FY 2017 Program Open Space Projects
- H. Introduction of an Ordinance: Kreyn Local Conversion District Overlay (ZM-2015-01)

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:

Mayor David S. Gysberts

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

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MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

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HAGERSTOWN, MARYLAND**

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 - 4. Tuesday, January 26, 2016 - Regular Session at 7:00 p.m.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Local Conversion Overlay – Kreyn, 702 West Washington Street

Mayor and City Council Action Required:

A Public Hearing has been scheduled for the December 15th Regular Session for the proposed local conversion overlay rezoning of 702 West Washington Street. Following the Hearing, Staff request the Mayor & City Council keep the record open for 10 days and introduce the ordinance for rezoning. Staff will bring this rezoning back at a Work Session in January for further discussion as well as to make any modifications to the list of proposed uses.

Discussion:

Financial Impact:

Recommendation:

Staff agrees with the Planning Commission's recommendation for approval of the rezoning with the two conditions listed above. In addition, Staff has no objection to removing ambulatory health care services from the final approval of the local conversion rezoning. At the December 15th Regular Session, following the Public Hearing, Staff recommends holding the record open for 10 days and introduce the Ordinance for the rezoning. This would expedite the rezoning process by one (1) month while still allowing for public review and comment.

Motion:

Action Dates:

December 15th – Public Hearing

December 15th – Introduction of Rezoning

January 5, 12, or 19 – Follow-up Discussion with Staff in Work Session

January 26 – Approve, Approve with Modifications, or Deny Rezoning

ATTACHMENTS:

File Name

ZM201501_MCC_Public_Hearing_12-10-15.pdf

Description

Memo for Public Hearing,
Staff Report, Map, & Photos



CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

MEMORANDUM

TO: Valerie Means, City Administrator

FROM: Alex W. Rohrbaugh, AICP, Planner *AWR*

DATE: December 10, 2015

SUBJECT: ZM-2015-01: Local Conversion Overlay – Kreyn, 702 West Washington Street

Mayor and City Council Action Requested

A Public Hearing has been scheduled for the December 15th Regular Session for the proposed local conversion overlay rezoning of 702 West Washington Street. Following the Hearing, Staff request the Mayor & City Council keep the record open for 10 days and introduce the ordinance for rezoning.

Staff will bring this rezoning back at a Work Session in January for further discussion as well as to make any modifications to the list of proposed uses.

Proposal

The property at 702 West Washington Street / 5 Winter Street (corner of Washington and Winter Streets) currently contains two (2) former storefronts and four (4) residential units on the second floor. The property owner, Alex Kreyn (t/a Kreyn Technology Inc.), has filed for a rezoning for Local Conversion Overlay to retain the existing four apartment units, and reuse the commercial space for artist live/work space, ambulatory health care services, business offices, catering kitchen, restaurant, or retail/wholesale. Staff has been advised by the City Attorney that an applicant for local conversion rezoning can propose a select list of commercial uses for the space.

At its November 18th meeting, the Planning Commission recommended to the Mayor & City Council approval of the rezoning proposal, subject to two (2) conditions:

- 1) Both storefronts shall be rehabilitated to reintroduce a storefront window display design; however, the storefront along West Washington Street will not be required to include a door.
- 2) No more than 50% of the area of the storefronts shall be used for windows graphics.

Staff Recommendation

Staff agrees with the Planning Commission's recommendation for approval of the rezoning with the two conditions listed above. In addition, Staff has no objection to removing ambulatory health care services from the final approval of the local conversion rezoning.

At the December 15th Regular Session, following the Public Hearing, Staff recommends holding the record open for 10 days and introduce the Ordinance for the rezoning. This would expedite the rezoning process by one (1) month while still allowing for public review and comment.

Attachments: Staff Report, Vicinity Map, & Photos of Exterior

C: Kathleen Maher, Director, PCAD

City of Hagerstown
Local Conversion District Overlay Zoning Request
ZM-2015-01: 702 W Washington St (Corner of W Washington St & Winter St)
Staff Report

Applicant/Owner:	Alex Kreyn (t/a Kreyn Technology Inc.) PO Box 778 Funkstown, MD 21734
Request:	Retain the existing four apartment units and reuse the commercial storefront for artist live/work space, ambulatory health care services, business offices, catering kitchen, restaurant, or retail/wholesale (Staff has been advised by the City Attorney that an applicant for local conversion rezoning can propose a select list of commercial uses for the space).
Location:	702 West Washington Street & 5 Winter Street
Existing Use:	Multi-Family Residential (4 units)
Area:	Approximately 7,541 square feet
Existing Zoning:	RMED (Residential – Medium Density)

Analysis

The purposes of this district are to stimulate the adaptive reuse of existing, nonresidential and mixed-use structures embedded within densely developed residential districts and communities, to maintain and increase the city's assessable tax base, and to expand business and employment opportunities. The Local Conversion Overlay District allows for alternate forms of use and development for buildings and/or spaces that are part of or very close to residential uses in residential districts. Allowing such uses to fit into existing commercial and mixed use structures re-establishes the historically mixed use nature of the City's 19th and early 20th Century residential communities.

The Local Conversion Overlay District provides an alternative development concept for underutilized structures while protecting the general health, safety, welfare, and aesthetics in the vicinity of the site through the commitment to an approved development concept plan. It is acknowledged that such uses will be outwardly commercial in nature and operation, but are reviewed individually to ensure the proposed use or uses and improvements are not an undue burden on the surrounding area.

Staff comments are in bold italics.

The Land Management Code lists four general requirements for the establishment of a Conversion Overlay District (Article IV, Section J.3.e. Page 4-61):

1. The area proposed for a conversion district shall be in one (1) ownership, or, if in several ownerships, the proposal shall be filed jointly by all the owners of property included in the development plan. ***The application has been filed by Alex Kreyn (t/a Kreyn Technology Inc), the sole owner of the property.***
2. The development shall be for an existing, nonresidential or mixed use structure, constructed before October 1, 1956..., ***According to the State Assessment Database does not identify a construction date; however, the building does appear on a 1909 USGS topography map of Hagerstown and the surrounding area. Staff has found proof in the Polk Directory that the building had two business/storefront space since at least October 1, 1956, one on Winter Street and another on West Washington Street.***
...in which all proposed uses will be contained, except:
 - (a) outdoor dining areas and outdoor merchandise display, as regulated elsewhere in this provision; ***See below***
 - (b) additions, as permitted in Subsection i. below. ***See below***
3. The owners or developers must indicate that they plan to begin construction of the development within one (1) year after final approval. If construction does not begin within one (1) year, the zoning of the site shall revert to its previous classification unless a time extension is requested by the developer and agreed to by the Planning Commission. ***If no development occurs within one (1) year of final approval, and the applicant fails to request an extension, the local conversion overlay is no longer valid.***
4. This overlay district shall only be used for buildings or parts of buildings that are oriented in appearance and access to a public street. ***The structure is oriented toward both West Washington Street and Winter Street.***

Special Design Requirements (Section J.3.i. Pages 4-62 & 4-63)

1. Additions shall be designed consistent with the architectural theme of the structure and shall be located in the space least visible to the general public. ***No additions are proposed for the site at this time.***
2. No outdoor vending machines shall be permitted. ***None proposed.***
3. No outdoor storage of any kind is permitted except display of merchandise at convenience and grocery stores if historically part of a use on the subject property. ***Not applicable. No outdoor storage area shall be permitted.***
4. No outdoor dining or seating area for a restaurant shall be permitted in any of the rear yard area between the building and rear property line or within ten (10) feet of a side property line unless historically part of the on-site use. ***A restaurant has been identified as a potential use for this property. If a property is used for a restaurant, it will be subject to the restrictions listed above.***
5. Buildings of an industrial, warehouse or automotive service design shall be enhanced via architectural or cosmetic enhancement, site amenities, landscaping, and other strategies to

achieve suitability for their new use(s) within a residential district and compatibility with the neighborhood. **Not applicable.**

6. Storefronts previously modified or enclosed shall be rehabilitated to reintroduce a storefront window display design. ***This is a requirement of the Land Management Code. The applicant proposed to rehabilitate the storefront along Winter Street (as shown in the application), and to either rehabilitate the corner storefront or to replace the wood infill with brick. The applicant is not sure at this time whether the corner storefront use will be customer accessible or a “back room” for the Winter Street storefront.***

OTHER CONSIDERATIONS AND REQUIREMENTS:

Lot Area Requirements and Off-Street Parking (Section J.3.h – Page 4-62)

1. The maximum lot area for a Local Conversion District shall be 20,000 square feet. ***The property is approximately 7,541 square feet in area.***
2. Minimum parking requirements and lot size requirements shall not apply to this overlay district, however existing on-site parking shall not be reduced unless the remaining parking meets current Ordinance requirements. The Board of Zoning Appeals shall not grant a variance to this requirement. However, upon illustration in a rezoning exhibit, the Mayor and Council, as part of the petition for rezoning, may approve a site design that reduces the amount of existing parking if it finds that to do so is an acceptable step to ensure the adequate landscaping and screening of the use from adjacent properties. ***There is a driveway with room for about two off-street parking spaces.***

Suitability of the Proposed Zoning District.

A Local Conservation Overlay District is permitted use in the RMED zoning district. ***The principal structure was built prior to October 1, 1956, and the principal structure has been used as a business prior to October 1, 1956.***

Compatibility of Existing and Proposed Development.

This proposal is to retain the existing four apartment units and to reuse the commercial storefront for artist live/work space, ambulatory health care services, business offices, catering kitchen, restaurant, or retail/wholesale. Staff has been advised by the City Attorney that an applicant for local conversion rezoning can propose a select list of uses for the commercial space.

Population Change

Not applicable.

Can the site be adequately served with public water and wastewater facilities?

Water and wastewater service currently exist.

The site shall be located adjacent to adequate highway facilities, capable of serving existing and anticipated traffic.

There are on-street parking spaces on West Washington Street and Winter Street, with the primary vehicular access for the storefront being Winter Street. West Washington Street is classified as an arterial with an estimated Average Daily Traffic (ADT) count of 7,100 vehicles/day. Winter Street is classified as a local street and has an ADT count of less than 2,500 vehicles/day.

Relationship to the Comprehensive Plan.

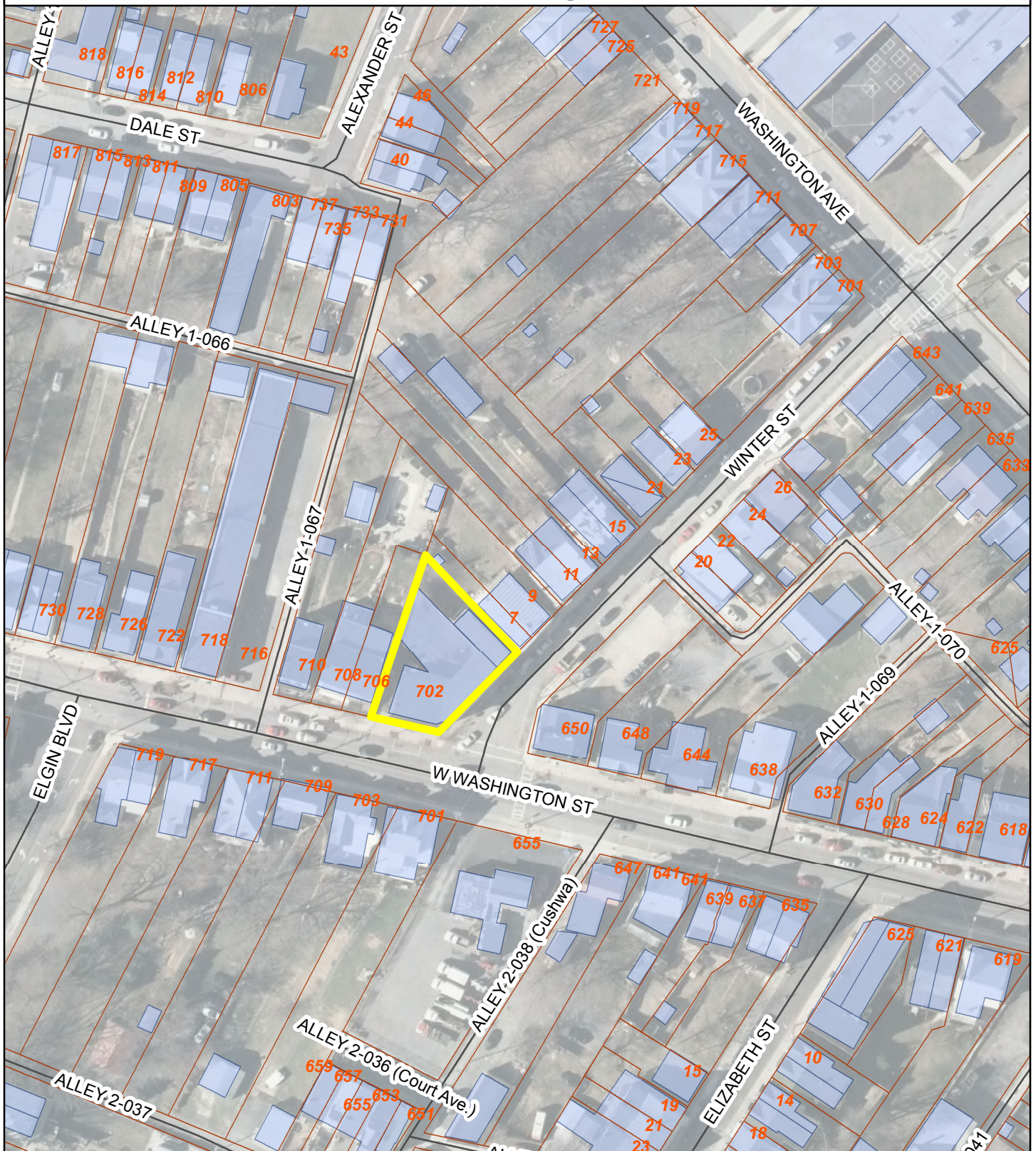
The property is located in the Inner West End an area characterized by older, denser housing. The 2008 Comprehensive Plan recommended maintaining Medium Density Residential land uses in this neighborhood. However, this local conversion zoning overlay require would implement the Plan's recommendation to making buildings more attractive for adaptive reuse (Action 8-7) and creating more flexibility to the Conversion District overlay zone (Action 8-2).

Site Plan Conditions Recommended by the Planning Commission, 11/18/2015

- 1. Both storefronts shall be rehabilitated to reintroduce a storefront window display design; however, the storefront along West Washington Street will not be required to include a door.*
- 2. No more than 50% of the area of the storefronts shall be used for windows graphics.*

ZM-2015-01: Local Conversion Overlay

702 W Washington St



0 30 60 90 120 Feet

1 inch = 100 feet



Subject Property

City Tax Parcel

City Street

Building

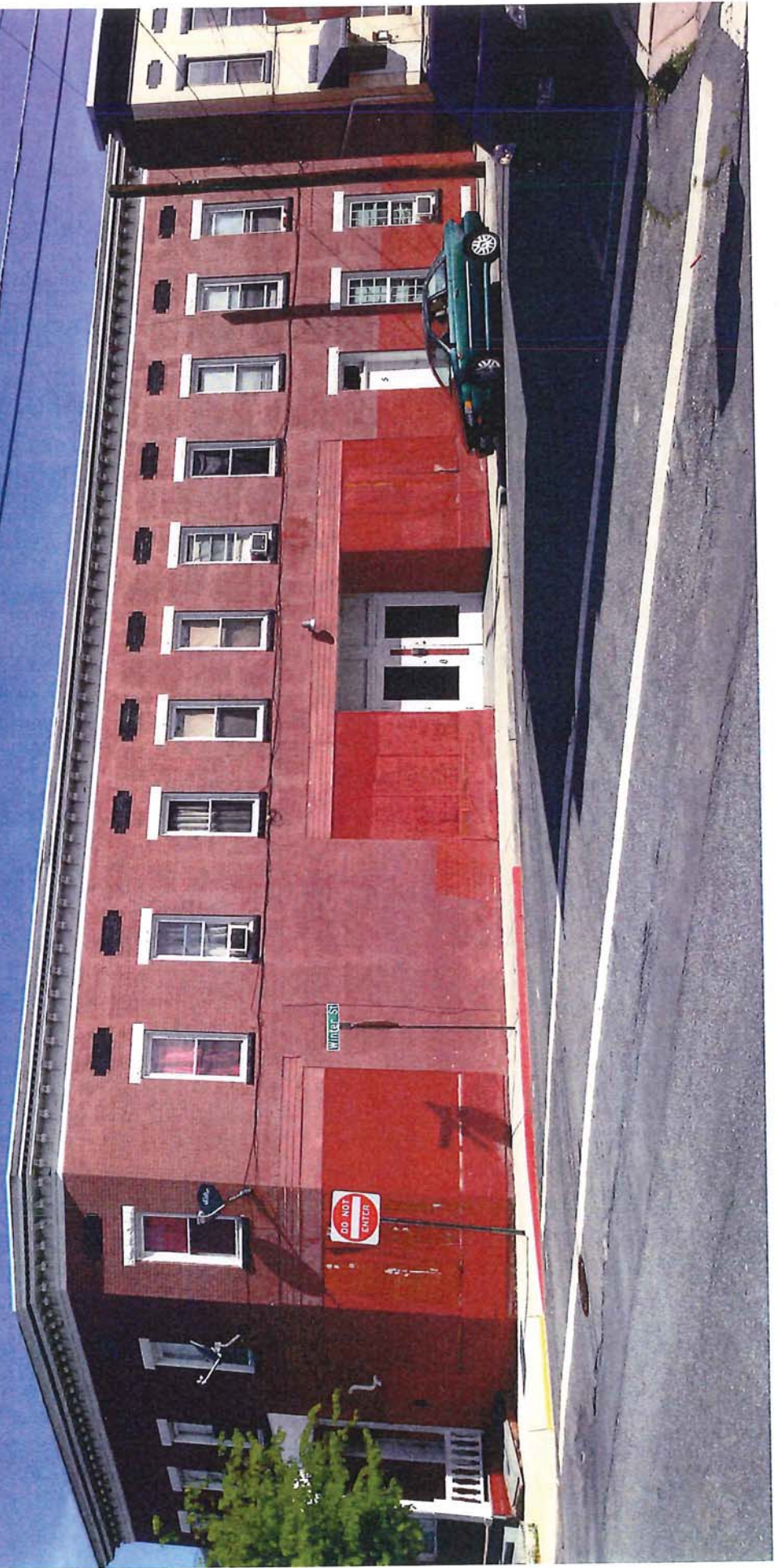
Map Projection: NAD83 State Plane Maryland FIPS (feet)

Data Sources:
City of Hagerstown, 2015; State of Maryland Image, 2014
Washington County, 2014

Prepared By: Hagerstown Planning & Code Admin. Div.9/24/15



Existing



Proposed



****Note: Rendering modified by City Planning Staff on 12/9/15 to show windows for storefront facing West Washington Street****

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

Topic:

November 3, 2015, November 10, 2015, November 17, 2015, and November 24, 2015

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Golf Vehicles and Equipment - Jacobsen Mid-Atlantic (Jessup, MD) \$39,857.28

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Parks_-_Golf_Equipment.pdf

Description

Consent Agenda

CITY OF HAGERSTOWN
MAYOR AND COUNCIL
PURCHASE/CONTRACT INFORMATION
MEETING OF 12/15/15

Do Not Complete This Section:

APPROVED FOR:
CONSENT AGENDA _____
NEW BUSINESS _____

Originating Department Parks & Engineering, Golf Course Division By Junior Mason, Parks & Recreation Manager

Account No. 5785001-5850-C0395 Account/Project Name Golf Vehicles & Equipment

Budget Amount \$ 40,000 Account Balance \$ 40,000 Year 15/16 C.I.P. Control No. 57-C0395

Unbudgeted * \$ _____ Source of Funds Golf Fund
*(See Department Manager's Comments)

QUANTITY	DESCRIPTION	VALUE
<u>1 ea</u>	<u>Jacobsen Greens King IV Plus Reel Mower</u>	<u>\$ 23,774.78</u>
<u>1 ea</u>	<u>Jacobsen Groom Master II Sand Trap Rake/Edger</u>	<u>16,082.50</u>
TOTAL VALUE		<u>\$ 39,857.28</u>

ABOVE TO BE USED FOR:

Replacement of Unit #326 (Asset #5859) which is in poor condition. A specialized piece of equipment, the reel mower is
used to mow the golf greens and tees. Due to age, we are starting to experience more down time for repairs requiring us
to borrow a mower from other golf courses. We also borrow a sand trap rake from other golf courses, therefore, we wish
to purchase one so that we do not have to borrow or rent.

RECOMMENDED VENDOR:

BUSINESS NAME: Jacobsen Mid-Atlantic

ADDRESS: 8301 Patuxent Range Road, Suite 100

CITY, STATE: Jessup, MD 20794

BID/PROPOSAL/QUOTE NO.: National Joint Powers Alliance Contract #070313-JCS (Circle one)

OTHER VENDORS:

Firm	City/State	Total Amount
<u>N/A</u>	_____	<u>\$ _____</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

COMMENTS

(1) DEPARTMENT MANAGER:

In years past, we rented a second mower at a cost of \$679/month (\$8,148/yr). With the purchase of a new mower, we will continue to use the old mower as a backup until no longer cost effective to do so. The cost to rent a sand trap rake is \$150/day.

 11/23/15
Signature/Date

(2) PURCHASING AGENT:

Recommend Approval.

 12/4/15
Signature/Date

(3) FINANCE MANAGER:

Recommend approval. There is adequate funding included in FY16 approved budget for the purchase.

 12/3/15
Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend Approval

 12/4/15
Signature/Date



CITY OF HAGERSTOWN
VEHICLE / EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION / JUSTIFICATION
FISCAL YEAR 2015/16
(attach to consent agenda form)

Department Parks & Engineering Division Parks – Golf Course Division
Vehicle Call # 326 (Asset #5859) Model Yr 2007 Serial # FJ000382
Make Jacobsen Model G-Plex III
Vehicle Description Reel Mower
Mileage _____ # of Service Repair Orders * 28 Repair Costs to Date ** \$12,118
Condition Poor

Reason(s) for Replacement:

Deteriorating Condition X Undersized for Type of Work _____ Hours / Age X Age _____
Other (please explain in detail) A specialized piece of equipment, the reel mower is used to mow the golf greens and tees. Due to age, we are starting to experience more down time for repairs requiring us to borrow a mower from other golf courses.

Is Purchase an Addition to Fleet? No Reason: _____

Disposition:

Sell at Auction: X Salvage Value: \$5,000 Transfer Within City: _____
Other: Keep as a backup unit.

Notes:

In years past, we rented a second mower at a cost of \$679/month (\$8,148/yr). With the purchase of a new mower, we will continue to use the old mower as a backup until no longer cost effective to do so.

Date: 11/23/15 Report Prepared By: Junior Mason, Parks & Recreation Mgr

* Do not include routine maintenance

** Do not include routine maintenance



Version 1

Mr Brian Thomas
City of Hagerstown-The Greens at Hamilton Run
2 S Cleveland Ave
Hagerstown, MD 21740

Friday, November 13, 2015

Dear Mr Brian Thomas,

Thank you for inviting us to quote.

I am delighted to enclose our quotation, which provides machinery specifications and finance options plus an overview of Jacobsen Mid Atlantic offering.

Pricing Based on Jacoben's A Textron Company National Joint Powers Alliance Contract:

NJPA Contract Number: 070313

we are a dealer for Jacobsen and offer a wide range of professional products from one of the best manufacturers in the business.

We hope that you find the enclosed quotation and information about us to be of interest and we look forward to working in partnership with you.

Should you require any further information or wish to discuss any aspect of this quotation further, please do not hesitate to give me a call.

Yours sincerely,

Matthew Miller

Jacobsen Mid Atlantic
(410) 981-9584
8301 Patuxent Range Road
Jessup, MD 20794



Mr Brian Thomas
City of Hagerstown-The Greens at Hamilton Run
2 S Cleveland Ave
Hagerstown, MD 21740

Proposed Products

JACOBSEN Groom Master II



Equipment Acquisition Detail

Quantity	1
Selling Price	\$ 16,082.50

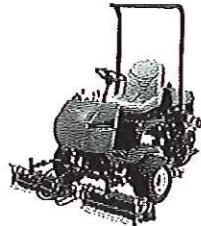
088010

Groom Master II, Vanguard Gas engine

Accessories

- 1 x 088019 - Blade, manual lift
- 1 x 088114 - Cultivator (Includes hydraulic controls - choice of feet below must be ordered separately)
- 1 x 4139789 - Straight blade feet (less aggressive than duck feet below)
- 1 x 088115 - Hydraulic controls for blade or scarifier
- 1 x 894134 - Rear rake implement

JACOBSEN Greens King IV Plus Gas



Equipment Acquisition Detail

Quantity	1
Selling Price	\$ 23,774.78

062306

Greens King IV Plus, 18 hp Vanguard Gas engine, power steering

Accessories

- 2 x 062846 - TrueSet Cutting Unit GK IV 22" 11 Blade RH (replaces 068622)
- 1 x 062845 - TrueSet Cutting Unit GK IV 22" 11 Blade LH (replaces 068621)
- 3 x 068530 - 22" Solid tube steel roller with scraper (light) (2" diameter)
- 1 x 2811909 - Hydraulic Motor Storage Kit
- 1 x 2811910 - Light Kit (requires 2811909)

Total Price \$ 39,857.28

Less Trade Ins \$ 0.00

Final Purchase Price \$ 39,857.28

13-Nov-2015

Customer Signature: _____ Date: _____

Pricing based on Jacobsen a Textron Company's National Joint Powers Alliance Contract.

*NJPA Contract Number: 070313-JCS

All Prices in this quotation exclude Tax

E. & O.E.



Groom Master® II

Sand Rakes



Groom Master® II gas shown with front blade, cultivator and rear rake/rakes

The Groom Master® II by Jacobsen® is a versatile and powerful machine for projects requiring a smooth finish and maneuverability. The hydrostatic drive delivers superior pulling and pushing power to put the final touches on a golf course bunker, new-course construction or baseball infield.

- Parallel-Series 3WD traction system provides grip in deep and damp working conditions ensuring a wheel will keep footing and maintain productivity.
- Strong and reliable powertrain consisting of 18 hp (13.4 kW) Gas or 16.6 hp (12.4 kW) Diesel engine and full-time hydrostatic drive has plenty of power to push sand up a slope or pull a large mat.
- Maneuverable power steering for responsive and easy steering within a bunker or around a base.
- Front, mid and rear accessory mounting points offer attachment points to meet varying needs. Attachments include a spring-assisted manual or hydraulic operated heavy-duty front blade, mid-mount cultivators or scarifier, rear rakes and drag mat and many more.
- Operator ergonomics and safety come standard with the smooth foot-pedal transmission, adjustable steering wheel and high-back seat, standard power rear rake lift, ROPS with seat belt, and headlight for operation before dawn or after dusk.

QUICK SPECS

Engine & Horsepower:

Gas: Briggs & Stratton® Vanguard™ 18 hp (13.4 kW)

Diesel: Kubota® 16.6 hp (12.4 kW)

Forward Speed:

Up to 9.3 mph (15 km/h)

Dimensions:

Weight: 984 lbs. (446 kg) with rear rake, less operator

Length: 90 in. (2.3 m) with rear rake, front blade

Width: 73.5 in. (1.9 m) with rear rake

Turning Radius: 6 in. (152 mm) inside rear tire



CHECK IT OUT!

Scan with your smart phone to view the Groom Master® II product page. Get app using your smartphone at l-nigma.mobi

www.jacobsen.com

Groom Master® II

SPECIFICATIONS

Sand Rakes

Power	
Engine	Gas: Two-cylinder, air-cooled Briggs & Stratton® Vanguard® V-twin Diesel: Three-cylinder, liquid cooled Kubota® D722
Horsepower*	Gas: 18 hp (13.4 kW) @ 3600 rpm Diesel: 16.6 hp (12.4 kW) @ 3000 rpm
Charging System	Gas: 12-volt, 16 amp alternator; full size battery Diesel: 12-volt, 40 amp alternator; full size battery
Air Cleaner	Donaldson® type; remote mounted
Fuel Capacity	4.5 gal. (17.1 L)
Performance	
Forward Speed	0 - 9.3 mph (0 - 15 km/h) transport and working
Reverse Speed	0 - 3.5 mph (0 - 5.6 km/h)
Parking Brake	6 in. (152 mm) caliper disc
Hydraulic System	
Drive	Hydrostatic, three-spool valve for accessories
Hydraulic Oil Capacity	12 qt. (11.4 L), 25-micron filter
Oil Cooler	Side location; isolation mounted
Brakes	Hydrostatic braking with mechanical parking brake
Steering	Automotive-style power steering
Tires	Three 20 x 11.00-10 tubeless, knobby tread tires
Dimensions	
Weight	984 lbs. (446 kg) with rear rake, less operator
Length	90 in. (2.3 m) with rear rake and front blade
Width	73.5 in. (1.9 m) with rear rake
Ground Clearance	7.5 in. (191 mm)
Wheel Base	40 in. (1 m)
Outside Wheel Tread	59 in. (1.5 m)
Turning Radius	6 in. (152 mm) inside rear tire

*Engine horsepower is provided by engine manufacturer. Actual operating power output may vary due to conditions of specific use.

NOTE: Specifications, while correct at time of printing, may change without notice.

PRODUCT CONFIGURATION

EQUIPPED STANDARD

- ✓ ROPS with seat belt
- ✓ Parallel-series 3WD and power steering
- ✓ Hydraulic powered rear implement lift
- ✓ Adjustable seat and steering wheel
- ✓ Headlight
- ✓ 12 Volt accessory power outlet

ACCESSORIES

- ☐ Front blade, manual lift
- ☐ Mid-mount cultivator, hydraulic controls
- ☐ Cultivator straight blade feet
- ☐ Cultivator aggressive duck feet
- ☐ Mid-mount scarifier with leveling blade
- ☐ Hydraulic controls for front blade or scarifier
- ☐ Rear drag mat with transport carrier brackets
- ☐ Rear rake implement
- ☐ Fan rakes (four) add-ons to rear rake

GENUINE SERVICE PARTS

- ☐ GreensCare® 68 and GreensCare® Plus 68 biodegradable fluid

THIRD-PARTY ACCESSORIES

- ☐ Box blade
- ☐ Flip-up finishing brush
- ☐ Infield conditioner



1.888.922.TURF | www.jacobsen.com





Riding Greens Mowers

GREENS KING[®] IV/IV Plus

The Greens King[®] IV is our least expensive and lightest weight riding greens mower. The GK IV offers reduced maintenance and fewer potential leak points. The Greens King IV Plus, available in both Gas and Diesel models, adds to the great features of the Greens King IV with power steering for easier operation and a higher horsepower engine to tackle the toughest jobs. Quality, reliability and simplicity are what make the Greens King IV and IV Plus some of our best selling ride-on greens mowers. Their simple design is easy to maintain and Jacobsen reels provide a superior quality of cut every time.



Factory-filled with GreensCare™
Biodegradable Hydraulic Fluid

- Greens King IV: Manual Steering; Greens King IV Plus: Power Steering
- Attachments include vertical mowers, spikers, brushes, greens rollers and Turf Groomers[®]
- Walk-through operator station allows access from either side
- On-board backlapping
- Free-floating, steerable cutting heads move independently of the tractor
- GreensCare™ biodegradable oil eliminates the risk of long-term turf problems and environmental contamination

QUICK SPECS

Engine: Briggs & Stratton[®] Vanguard™ V-Twin Gas or Kubota[®] D722 Diesel

Mow Speed: 3.7 mph (6 km/h)

Height of Cut: 0.062 – 0.438 in. (1.6 – 11.1 mm)

Width of Cut: 62 in. (1.6 m)

Dimensions:

Weight (less catchers): 1068 – 1174 lbs.
(484.4 – 532.5 kg)

Length (less catchers): 87.5 in. (2.22 m)

Height with ROPS: 78 in. (1.98 m)

Width: 70 in. (1.78 m)



CHECK IT OUT!

Scan with your smart phone to view the
Greens King IV Plus diesel product page. Get
app using your smartphone at f-nigma.mobi

www.jacobsen.com

GREENS KING® IV/IV Plus

SPECIFICATIONS

Riding Greens Mowers

Engine	
Type	GK IV and GK IV Plus Gas: Briggs & Stratton® Vanguard™ V-twin GK IV Plus Diesel: Kubota® D722 3-cylinder diesel
Horsepower*	GK IV: 16 hp (11.9 kW) GK IV Plus Gas: 18 hp (13.4 kW) @3600 rpm GK IV Plus Diesel: 17.7 hp (13.2 kW)
Displacement	GK IV: 29.3 cu. in. (480 cc) GK IV Plus Gas: 34.78 cu. in. (570 cc) @3600 rpm GK IV Plus Diesel: 43.88 cu. in. (719 cc)
Air Cleaner System	GK IV and GK IV Plus Gas: Dual Element GK IV Plus Diesel: Dry, two stage
Cooling System	GK IV and GK IV Plus Gas: Air cooled GK IV Plus Diesel: Pressurized, sealed cooling system; coolant capacity: 3 qt. (2.85 L)
Fuel Capacity	8 gal. (31 L)

Speed (Maximum)	
Mowing	3.7 mph (6 km/h)
Transport	6.6 mph (10.6 km/h)
Reverse	3.5 mph (5.6 km/h)

Traction and Differential	
Traction Drive	Hydraulic motor on each drive wheel
Reel Drive	Gear type hydraulic motor; backlap control standard
Reel Lift	Hydraulic, double action cylinders
Hydraulic System	5 gal. (18.9 L) capacity; 20 micron, full flow filtration; biodegradable fluid

Tires, Brakes and Steering	
Tires	18 x 9.5 - 8, 2-ply, pneumatic, tubeless
Parking Brake	Internal expanding, hand operated
Ground Pressure	10 psi (0.7 kg/cm ²)
Steering	GK IV: Manual GK IV Plus Gas and GK IV Plus Diesel: Power

Weight and Dimensions	
Weight (less catchers)	GK IV: 1068 lbs. (484.4 kg) GK IV Plus Gas: 1073 lbs. (486.7 kg) GK IV Plus Diesel: 1174 lbs (532.5 kg)
Length	87.5 in. (2.22 m)
Height with ROPS	78 in. (1.98 m)
Wheelbase	51.5 in. (1.34 m)
Width	70 in. (1.78 m) in mow mode; 50.5 in. (1.27 m) in transport mode

Reels and Blades	
Number and Size	Three 22 in. (56 cm) reels; 5 in. (12.7 cm) diameter
Number of Blades	7, 9, 11
Blade Material	Hardened, high-carbon steel
Cutting Frequency	0.053 in./mph (0.836 mm/kph) with 11 blade reels
Overall Cutting Width	62 in. (1.6 m)
Height of Cut Range (depending on turf condition, reel wear and bedknife installed)	0.062 - 0.438 in. (1.6 - 11.1 mm)
Reel Weights	7 blade: 55 lbs. (25.1 kg) 9 blade: 58 lbs. (26.1 kg) 11 blade: 55 lbs. (24.9 kg)

* Engine horsepower is provided by engine manufacturer. Actual operating power output may vary due to conditions of specific use.

NOTE: Specifications, while correct at time of printing, may change without notice.

PRODUCT CONFIGURATION

EQUIPPED STANDARD

- ✓ Standard ROPS with seat belt
- ✓ GreensCare biodegradable hydraulic fluid
- ✓ On board backlapping
- ✓ One piece seat
- ✓ Grass catchers

CUTTING UNITS

- ☐ 22 in. (55.9 cm) 11 blade reel
- ☐ 22 in. (55.9 cm) 9 blade reel
- ☐ 22 in. (55.9 cm) 7 blade reel
- ☐ 22 in. (55.9 cm) Verticut reel, .75 in. (1.9 cm) spacing

ROLLERS

- ☐ 22 in. (55.9 cm) Grooved assembly steel disc roller, 2 in. (5.1 cm) diameter
- ☐ 22 in. (55.9 cm) Grooved segmented machined aluminum roller, 2.25 in. (5.7 cm) diameter
- ☐ 22 in. (55.9 cm) Solid tube steel roller with scraper (tight), 2 in. (5.1 cm) diameter
- ☐ 22 in. (55.9 cm) Solid tube steel roller with scraper, 2 in. (5.1 cm) diameter
- ☐ 22 in. (55.9 cm) Grooved machined steel roller, 2-3/16 in. (5.56 cm) diameter
- ☐ 22 in. (55.9 cm) Grooved machined aluminum roller, 2-3/16 in. (5.56 cm) diameter

ACCESSORIES

- ☐ Quick Roll greens roller
- ☐ Spiker with frame assembly, 2 in. (5.1 cm) spacing, 30 blades
- ☐ 22 in. (55.9 cm) front roller line bristle brush
- ☐ Powered rear roller bush
- ☐ High cut kit - 15/16 in. (2.4 cm) when used with 2-3/16 in. (5.56 cm) roller
- ☐ Grass catcher
- ☐ Canopy/Sunshade kit
- ☐ Arm rest kit
- ☐ Hydraulic motor storage kit
- ☐ Light kit

GENUINE SERVICE PARTS

- ☐ 9 blade, 5 in. x 22 in. (12.7 x 55.9 cm) Classic XP reel cylinder
- ☐ 11 blade, 5 in. x 22 in. (12.7 x 55.9 cm) Classic XP reel cylinder
- ☐ 22 in. (55.9 cm) high profile Legendary™ bedknife
- ☐ 22 in. (55.9 cm) low profile Legendary bedknife
- ☐ 22 in. (55.9 cm) tournament Legendary bedknife
- ☐ 22 in. (55.9 cm) super tournament Legendary bedknife
- ☐ 22 in. (55.9 cm) super tournament XXR bedknife
- ☐ MAGSystem™ kit with backing, magnets and tournament MAGKnife™
- ☐ MAGSystem kit with backing, magnets and super tournament MAGKnife
- ☐ 22 in. (55.9 cm) medium section MAGKnife
- ☐ 22 in. (55.9 cm) high profile MAGKnife
- ☐ 22 in. (55.9 cm) low profile MAGKnife
- ☐ 22 in. (55.9 cm) tournament MAGKnife
- ☐ 22 in. (55.9 cm) super tournament MAGKnife
- ☐ GreensCare 46 - 5 gal. (18.9 L) pail
- ☐ GreensCare 46 - 55 gal. (208.2 L) drum
- ☐ GreensCare Plus 46 - 5 gal. (18.9 L) pail
- ☐ 500 hour interval maintenance kit including (1) engine oil filter, (1) engine oil filter, (1) hydraulic oil filter, 5 gal. (18.9 L) GreensCare 46 biodegradable hydraulic oil



1.888.922.TURF | www.jacobsen.com

Cathy Beach

From: Miller, Matthew [mmiller06@textron.com]
Sent: Friday, November 20, 2015 9:34 AM
To: Cathy Beach
Subject: FW: NJPA Information
Attachments: Jacobsen_070313-JCS_NJPA_Contract_Renewal_2015.pdf; NJPA Acceptance_and_Award_070313-JCS.pdf

From: Miller, Matthew
Sent: Friday, November 20, 2015 7:53 AM
To: 'k.beach@hagerstownmd.gov'
Cc: Keefer, Jeffery
Subject: NJPA Information

Hi Kathy!

Per your request, I have attached information on the NJPA Contract as well provided a list of current member below. It turns out the City of Hagerstown is member of NJPA and your Member ID # 18203. This should make this contract extremely easy to use to purchase the golf course equipment. Purchase Orders are sent Directly to Jacobsen Mid-Atlantic 8301 Patuxent Range Road, Suite 100 Jessup, MD 20794 or by email mmiller06@textron.com If you have any questions please let me know.

List of Current NJPA Members:

THE HOWARD COUNTY PUBLIC SCHOOL SYS ELKRIDGE MD
HOWARD COUNTY PURCHASING Columbia MD
City of Hagerstown Hagerstown MD
HEAD START OF WASHINGTON COUNTY HAGERSTOWN MD
Washington County Hagerstown MD
Washington County Public Schools Hagerstown MD
CITY OF FREDERICK PURCH DEPT FREDERICK MD
City of Frederick Frederick MD
Board of Education of Prince George's County Upper Marlboro MD
Baltimore County Public Schools
Montgomery County Public Schools Rockville MD

NJPA Membership Link: <http://www.njpacoop.org/national-cooperative-contract-solutions/join-njpa>

Best regards,

Matt Miller
Regional Manager Mid-Atlantic



8301 Patuxent Range Rd Suite. 100
Jessup, Maryland 20794

410-829-1996 Cell
mmiller06@textron.com
Website Links:

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

Jacobsen, a Division of Textron, Inc. (Vendor)
11108 Quality Drive
Charlotte, NC 28273

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

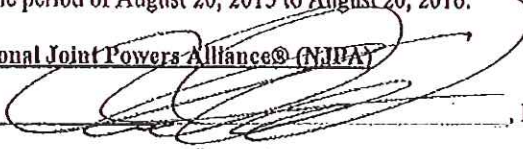
Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #070313-JCS" for the procurement of Grounds Maintenance with Related Equipment, Accessories and Supplies, and having a maturity date of August 20, 2017, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract for the period of August 20, 2015 to August 20, 2016.

National Joint Powers Alliance® (NJPA)

By:  Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date: 6-2-15

Jacobsen, a Division of Textron, Inc.

By:  Its: VP, Sales & Marketing

Name printed or typed: Ric Stone

Date: 6-2-15

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 070313 GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

Jacobson, a Division of Texttron
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be August 20, 20 13 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

[Signature]
NJPA Executive Director

Chad Coquette
(Name printed or typed)

Awarded this 20th day of August 20 13 NJPA Contract Number # 070313-JCS

NJPA Authorized signature:

[Signature]
NJPA Board Member

Scott Veronen
(Name printed or typed)

Executed this 20th day of August 20 13 NJPA Contract Number # 070313-JCS

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Jacobson, a Division of Texttron

Vendor Authorized signature:

[Signature]

Chris Vernon
(Name printed or typed)

Title: VP Marketing

Executed this 27th day of June 20 13 NJPA Contract Number # 070313-JCS



FORM D Formal Offering of Proposal (To be completed Only by Proposer)

GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND
SUPPLIES

In compliance with the Request for proposal (RFP) for "GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Jacobsen, a Division of Textron Inc.

Date: July 27, 2013

Company Address: 11108 Quality Drive

City: Charlotte
Zip: 28273

State: North Carolina

Contact Person: Art Petrone

Title: Municipal Channel Manager

Authorized Signature (Ink only):

(Name printed or typed):

Chris Vernon

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

Topic:

Approval of 2016/2017 Pavement Preservation Program

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Pavement_Preservation.pdf

Description

Memo

City of Hagerstown Pavement Preservation Program Summer 2016

FINAL – Mill and Overlay Streets *Last revised 12/3/15*

<u>Year Last Resurfaced</u>	<u>Street</u>	<u>Location</u>	<u>Area</u>
1990	*Summit Avenue	Baltimore Street to Washington Street	3,922 sy
1993	West Lee Street	Summit Avenue to Locust Street	4,415 sy
1990	East Avenue	Cannon Avenue to Potomac Street	4,650 sy
1987	Radcliffe Avenue	Cannon Avenue to Tracy's Lane	3,426 sy
1981	West Washington Street	Elgin Boulevard to Washington Square	4,920 sy
1989	Frederick Street	Baltimore Street to Memorial Boulevard	9,500 sy
2006	Frederick Street	Wilson Boulevard to City Line	6,225 sy
1980	South Mulberry Street	Washington Street to Lee Street	2,588 sy
1980	East Place	Washington Street to Main Avenue	1,970 sy
1992	West Hillcrest Avenue	Oak Hill Avenue to The Terrace	<u>1,630 sy</u>
TOTAL			43,246 SY

*Note: Columbia Gas will be doing main replacement from Memorial to Baltimore and re-paving

FINAL – Slurry Seal Streets

<u>Street</u>	<u>Location</u>
• Franklin Street	Cleveland Avenue to Willard Street
• Willard Street	Jefferson Boulevard to Dead End
• East Hillcrest Avenue	Mulberry Avenue to View Street
• Bartow Drive	Garland Groh Boulevard to roundabout
• Other Streets to be determined	

Note: Other streets that will receive crack filling treatment and isolated patching.

City of Hagerstown Pavement Preservation Program Summer 2017

DRAFT – Mill and Overlay Streets *Last revised 11/25/15*

<u>Year Last Resurfaced</u>	<u>Street</u>	<u>Location</u>	<u>Area</u>
2005	Salem Avenue	West Side Avenue to City Limits	16,116 sy
1989	Marshall Street	Strattford Avenue to Rhode Island Avenue	7, 625 sy
1988	Vermont Avenue	Marshall Street to Salem Avenue	2,913 sy
1970	Synder Avenue	Virginia Avenue to Noland Drive	2,045sy
1993	Mill Street	Cannon Avenue to Frederick Street	4,840 sy
1999	Pangborn Boulevard	Mulberry Avenue to Hamilton Run bridge	8,430 sy
1994	West Irvin Avenue	The Terrace to Woodland Way	2,000 sy
1994	Mulberry Avenue	CSXRR to 100' north of McKee Ave	5,490 sy
1983	East Franklin Street	Cleveland Avenue to Cannon Avenue	4,280 sy
1972	Virginia Ave	Virginia Avenue to deadend	3,842 sy
1973	Union Place	Virginia Avenue to Highland Way	<u>635 sy</u>
TOTAL			58, 216 SY

Slurry Seal Streets

- To Be Determined

Note: Other streets that will receive crack filling treatment and isolated patching.

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

Topic:

FY16 Safe Streets Grant for Community Based Prosecutor and Contractual Overtime -
Washington County Sheriff's Office (Hagerstown, MD) \$46,456.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Police_-_Safe_Streets_Grant.pdf
Community_Based_Prosecutor.pdf
WCSO.pdf
SAFE_STREETS_GRANT_2016.pdf

Description

Consent Agenda
Prosecutor Memo
Overtime Memo
Safe Streets Grant 2016

**CITY OF HAGERSTOWN
MAYOR AND COUNCIL
PURCHASE/CONTRACT INFORMATION
MEETING OF _____**

Do Not Complete This Section:

APPROVED FOR: _____

CONSENT AGENDA _____

NEW BUSINESS _____

Originating Department Police By Acting Chief Paul J. Kifer

Account No. 1610000 5301 and 5329 G0230 Account/Project Name FY16 Safe Streets Grant

Budget Amount \$ _____ Account Balance \$ _____ Year 2015 / 2016 C.I.P. Control No. _____

Unbudgeted * \$ _____ Source of Funds Grant

*(See Department Manager's Comments)

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
<u>1</u>	<u>Community Based Prosecutor (GOCCP)</u>	<u>\$ 41,456.00</u>
<u>1</u>	<u>Contractual Overtime Services (GOCCP)</u>	<u>5,000.00</u>

TOTAL VALUE \$ 46,456.00

ABOVE TO BE USED FOR:

FY16 Safe Streets Grant for Community Based Prosecutor and Contractual Overtime paid to the Washington County

Sheriff's office.

RECOMMENDED VENDOR:

BUSINESS NAME: Washington County Sheriff's Office

ADDRESS: 35 W. Washington Street, Suite 102

CITY, STATE: Hagerstown, Maryland 21740

BID/PROPOSAL/QUOTE NO.: _____ (Circle one)

OTHER VENDORS:

<u>Firm</u>	<u>City/State</u>	<u>Total Amount</u>
<u>Sole Source</u>	_____	<u>\$ _____</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

COMMENTS

(1) DEPARTMENT MANAGER:

 11/16/15
Signature/Date

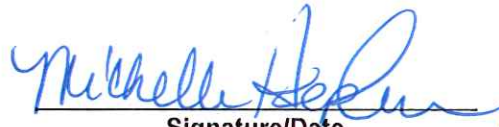
(2) PURCHASING AGENT:

Recommend Approval.

 12/4/15
Signature/Date

(3) FINANCE MANAGER:

Recommend approval.

 12/3/15
Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend Approval

 12/4/15
Signature/Date



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

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

December 3, 2015

To: Valerie Means
City Administrator

From: Acting Chief Paul Kifer

Re: Safe Streets Community Prosecutor

As part of our Safe Streets Grant award provided by the Governor's Office of Crime Control and Prevention, we have been funded \$41,456.00 for a Community Prosecutor position. This position has been funded as part of the Safe Streets Grant from the inception of this grants.

The Community Prosecutor position is a prosecutor in the Washington County State's Attorney's Office who works directly with our coordinator and detectives in addressing targeted high priority offenders in our community. They work to keep these offenders off of the streets and away from doing more harm in the community. The prosecutor is provided more specific information about the offender in order to work on solutions to alleviate future potential harm to our community.

In receiving this funding the Washington County State's Attorney's Office provides statistical documentation to us for reporting to GOCCP. The funds are distributed quarterly to the Washington County Government through the normal billing process.





CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

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

December 3, 2015

To: Valerie Means
City Administrator

From: Acting Chief Paul Kifer

Re: Safe Streets Washington County Overtime Funding

As part of our Safe Streets Grant award provided by the Governor's Office of Crime Control and Prevention, we have been funded \$5,000 for overtime monies for the Washington County Sheriff's Office to address high priority offenders. This funding has been part of the Safe Streets Grant from the inception of this grants.

The funds are awarded to reimburse the Washington County Sheriff's Office with overtime details and investigations involving high priority offenders doing harm in Washington County. The Washington County Sheriff's Office attends, and is a necessary stakeholder in our Compstat meetings. They work closely with our detective bureau and Directed Patrol Unit in addressing these offenders and other situations.

The grant requires stakeholders to make the program efficient and effective. The funding we received for their use makes this possible.

In receiving this funding, the Washington County Sheriff's Office provides statistical documentation to us for reporting to GOCCP. The funds are distributed quarterly to the Washington County Government through the normal billing process.



Maryland Safe Streets - 2016 (MDSS)

Applicant: Hagerstown Police Department

Grant Application Form



Governor's Office of Crime Control & Prevention


Submitted: 5/13/2015

Governor's Office of Crime Control & Prevention
300 East Joppa Road, Suite 1105
Baltimore, MD 21286-3016 (410) 821-2828
Email: Info@goccp.state.md.us

www.GOCCP.maryland.gov
Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Application Contents

- | | |
|---|---|
| <input checked="" type="checkbox"/> Cover Sheet | <input checked="" type="checkbox"/> Civil Rights |
| <input checked="" type="checkbox"/> Face Sheet | <input checked="" type="checkbox"/> Service Sites |
| <input checked="" type="checkbox"/> Summary / Narrative | <input checked="" type="checkbox"/> Assurances |
| <input checked="" type="checkbox"/> Budget Summary | <input checked="" type="checkbox"/> Anti-Lobbying |
| <input checked="" type="checkbox"/> Personnel | <input checked="" type="checkbox"/> Services |
| <input type="checkbox"/> Operating | <input type="checkbox"/> Equipment |
| <input type="checkbox"/> Travel | <input type="checkbox"/> Other |

GOCCP Date Stamp:	GOCCP USE ONLY		
	Control Number: 		Application Number: 2015-MS-0014
	Received By:		Date:



Governor's Office of Crime Control & Prevention - Grant Application Form

Maryland Safe Streets - 2016 (MDSS)

Applicant: Hagerstown Police Department

Project Title: Safe Streets

Washington

Local Government

Start Date: 07/01/2015

Submitted: 5/13/2015 3:27:16 PM

DUNS Number: 111480000

End Date: 06/30/2016

Funding Year:

SAM Expiration: 4/21/2016

Applicant:	Implementing Agency:
Hagerstown Police Department	Hagerstown Police Department
50 North Burhans Boulevard	50 North Burhans Boulevard
Hagerstown, MD 21740 4661	Hagerstown, MD 21740 4661
(301) 790-3700	(301) 790-3700
FAX: (301) 733-5513	FAX: (301) 733-5513

Authorized Official:	Holtzman, Mark	Chief of Police
	mholtzman@hagerstownpd.org	
	Hagerstown Police Department	
	50 North Burhans Boulevard	
	Hagerstown, MD 21740-4661	
	(301) 790-3700	FAX: (301) 733-5513

Project Director:	Kifer, Paul	Captain
	pkifer@hagerstownpd.org	
	Hagerstown Police Department	
	50 N. Burhans Blvd.	
	Hagerstown, MD 21740	
	(301) 790-3700	FAX: (301) 733-5513

Fiscal Officer:	Roush, Ashley	Safe Streets Coordinator
	aroush@hagerstownpd.org	
	Hagerstown Police Department	
	50 North Burhans Boulevard	
	Hagerstown, MD 21740-4661	
	(301) 790-3700	FAX: (301) 393-5639

Funding Summary	100.0 %	Grant Funds	\$161,025.00		
	0.0 %	Cash Match	\$0.00		
	0.0 %	In-Kind Match	\$0.00		
		Total Project Funds	\$161,025.00		

Project Summary

The Hagerstown Police Department's Safe Streets program focuses on crime prevention, law enforcement, and prosecution strategies that impact violent crimes and violent offenders in the city and surrounding communities. Our strategies rely heavily on the cooperation of coalition partners for intelligence gathering, streamlined information sharing, targeted enforcement, and effective prosecution. Resources are leveraged to identify, track, and apprehend violent offenders. Grant funds provide salaries for a Coordinator, crime analyst, officer positions, and a prosecutor along with contractual services for the Washington County Sheriff's Office.

MDSS - Problem Statement & Crime Reduction Objective

The objective of our Safe Streets initiative is to significantly reduce violent crime. As we will point out in the crime data listed below, our area has shown an increase in specific violent crimes. Specifically, we have experienced increases in homicides, rapes, robberies with a firearm, overall assaults, and assaults with firearms as well as with cutting instruments.

We intend to strengthen interagency collaboration and information sharing in an effort to streamline our local criminal justice system response to violent offenders. We are committed to a strategy that focuses all of our available resources on violent crime and that core group of offenders who commit the majority of violent offenses within our community.

It is our intentions to increase our information sharing and collaborative efforts to build partnerships which will help reduce these types of situations from occurring as well as aggressively address repeat and violent offenders. We have implemented a youth violence prevention initiative this year in conjunction with our collaborative efforts. For calendar year 2015 it is our goal to reduce the total number of Uniform Crime Reported Part 1 violent crimes by at least 10%. Uniform Crime Reported Part 1 Violent Crimes in 2014 overall decreased. It is also our intention to maintain this reduction in to the 1st half of 2016. This reduction will bring our violent crime statistics back in line with calendar year 2012's statistics and years immediately prior.

Hagerstown Demographic make-up:

The City of Hagerstown is located in Washington County, Maryland and is the county seat of Washington County. Hagerstown is the largest city in Western Maryland (west of Frederick County, MD). The population of Hagerstown according to the last U.S. Census in 2010 was 39,662, and the U.S. Census Bureau 2011 estimates report the population of Hagerstown at 39,890. Hagerstown is the 6th largest city in the State of Maryland. The city of Hagerstown is currently 12.122 square miles (116 miles of paved roads and 35 miles of alleys).

Hagerstown is considered to be the center of the Hagerstown-Martinsburg Metropolitan Statistical area. This area is northwest of the Washington-Baltimore-Northern Virginia, (DC-MD-VA-WV) Combined Statistical Area in the heart of the Great Appalachian Valley. Hagerstown is reported to be the fastest-growing metropolitan area in the state of Maryland and among one of the fastest growing in the United States (according to the Cumulative Estimates of Population Change for Metropolitan Statistical Areas and Rankings: April 1, 2000 to July 1, 2008, Census Bureau 2009.) Even though Hagerstown is located in rural western Maryland, it is the center of both transit and commerce. The City of Hagerstown is geographically unique in that it sits at the Interstate 70 (I-70) and Interstate 81 (I-81) corridor. These highways are the main conduits for east and west traffic throughout our state (I-70) as well as north and south along the east coast (I-81). This fact alone brings with it unique problems such as gang and drug activity and accompanying firearm violence. The population that the city of Hagerstown serves has numerous public housing complexes, project based Section 8 developments, mental health residential treatment centers, homeless shelters, and drug treatment facilities. The concentration of these characteristics gives us a severely disadvantaged population.

Unemployment Rate- Examining 3 year estimates from 2009-2011 for the American Community Survey, Maryland had an average Unemployment rate of 8.6%. For the same time period, Hagerstown averaged an Unemployment rate of 14.1% which runs parallel to the City of Baltimore at 14.4% and far above the overall rate for the State of Maryland. The closest city with a comparable police department is Frederick City which has a lower average unemployment rate of 7.9%. Washington County, MD was at 9.4% which is the middle of the bottom half for Maryland counties.

The most recent available data from American Community Survey was the 2012 1 year survey which provides a similar trend rate as the previous 3 year estimates. Maryland had an average of 8.3%. For the same time period Hagerstown averaged 9.3%, the same as Baltimore City was at 15.5%. Frederick City averaged 8.1% while Washington County, MD was at 8.6%.

Median Family Income- According to the 2010 Census, the median family income of Hagerstown is \$42,837.00 which is about ½ the Maryland average (Maryland's is \$83,137). Our median was the lowest of the nine cities in our region I track (within 45 minutes from here) and Frederick was the highest. City of Frederick's MFI was \$78,957.00. Others were Carlisle – \$66,365.00, Chambersburg – \$49,551.00, Waynesboro – \$47,634.00, Cumberland – \$48,198.00, Westminster – \$67,679.00, Martinsburg – \$47,759.00, and Winchester – \$56,260.00.

Poverty Level- According to the 2010 Census, Hagerstown reports that 20.1% of its residents were living below the poverty level. Only the City of Chambersburg, PA (20.5%) was lower of the nine cities that are tracked in our region. The City of Frederick's below poverty level was 7.4%. Other city poverty levels in our region were Cumberland – 19.1%, Martinsburg – 18.8%, Winchester – 17%, Westminster – 13.7%, Carlisle – 12.9%, and Waynesboro – 11.7%.

Crime Issues and Problems:

Drugs- As previously stated, Hagerstown is geographically unique in that it sits at the I-70 and I-81 corridor. These highways are the main conduits for east and west traffic throughout our state (I-70) as well as north and south traffic along the east coast (I-81). The increase in demand for drugs in the Hagerstown and surrounding area has resulted in an influx of out of town drug dealers coming to Hagerstown. Reports have substantiated that drug addicts from the four state regions of Maryland, Virginia, West Virginia, and Pennsylvania, travel to Hagerstown to procure their drugs. A majority of the drug dealers now appear to be coming from Baltimore, MD we still have a New York contingency of dealers in our area but Baltimore has become our source city for the drug trade, (Heroin) and with it an increase in street violence. Baltimore and New York drug dealers have routinely armed themselves with illegal handguns in order to protect themselves from being robbed by other dealers and to protect their drug turf.

Gangs- Gangs have also emerged as a threat because Hagerstown is geographically suited for easy criminal access and because three (3) major Maryland State Prison Facilities for Maryland lie just outside out Hagerstown to the south. They are Roxbury Correctional Institution (RCI), Maryland Correctional Institution (MCI-H), and the Maryland Correction Training Center (MCTC). Each of these correctional facilities contains a substantial number of documented gang members. We continue to experience an increase in active gang members within our jurisdiction. The number of validated gang members pales in comparison with the number of yet validated members and associates, which could easily count into the hundreds. Consistently over the years, only Baltimore City and county receive more gang- members released into their communities. Gang members contribute disproportionately to the crime of homicide (Decker and Curry, 2002). They also are responsible for a large amount of violence. The drug culture and more specifically drug dealing also bring with it the perception of guns and violence. Increases in homicides in the United States coincided with the increase in gangs, gang members, and gang-related violence (Klein, 1995; Miller, 2001). Gang homicides and related shootings play an important part in increasing violence and this may very well be due to them bringing about additional violence. Since January of 2012 through March 2013, the Gang officers from the Washington County Task Force have reported 456 gang involved arrests over that 15 month period. Our gang arrests have steadily increased since 2010. In 2010, there were 190 gang related arrests. 2011 saw 298 arrests. 2012 had 359 gang arrests. 2014 had 430 arrests, and already in the first quarter of the 2015 calendar year, Washington County has had 100 gang arrests. This information was made available by the Washington County Gang Task Force. The Washington County Gang Task Force is currently working on capturing the data in a different way that would allow them to capture the arrests statistically by incidents such as felonies, misdemeanors, CDS crimes, gun related crimes, etc. A gang involved arrests is currently only defined as an event in which a validated gang member or validated gang associate participates in an incident that leads to an arrest.

Drugs+Guns+Gangs- Another area that plagues Hagerstown and is discussed in conjunction with gang violence in the literature is the parallel contribution of drugs and guns with gang violence (Blumstein, 1995; Blumstein and Wallman, 2000). In their study of New York City's homicides in 1988, Goldstein et al. concluded that 74 percent of drug-related homicides were related to the black market drug trade and not drug use (Goldstein et al., 1989). Gangs have been posited to have a nexus with drugs and vice versa. For instance, the leading crack-related homicide cause was shown to be territorial disputes between rival dealers, and not crack-induced violence or violence (predatory thieving) to obtain money for crack purchases. Research has pointed to the idea that much of the violence associated with cocaine and narcotic drugs results from the business of supplying, dealing and acquiring these substances (Miczek et al., 1994). Drug dealing is just one activity that gangs immerse themselves into. Coupled with the contributions that gangs and drugs bring to Hagerstown's violent crime problem, we have seen fluctuations in our overall crime trends, both violent and otherwise, over the last 5 years.

Hagerstown Violent Crimes:

[See Attachment for 5 year trends]. *We must keep in mind the statistical volatility of the data when working with smaller numbers compared to numbers of crimes greater in magnitude.

Homicide:

Hagerstown has experienced a steady increase in Homicides over the last four years, climbing from zero in 2010 to 5 in 2013. From 2011 to 2012 there was an increase from one to three (200%), and from 2012 to 2013, there was an increase from three to five (67%). In 2014, we had one criminal homicide compared to 2013's 5 criminal homicides.

Rape

Over the last five years, the number Forcible Rapes reported to the Hagerstown Police Department varied greatly, beginning with three in 2009, moving to five in 2010, and back down to two in 2011. In 2012, we experienced an increase of 10 Forcible Rapes, increasing from two in 2011 to 12 in 2012. There was a slight decline in 2013, when there were 10 reported. In 2014, there was a slight increase with 14 reported.

Robbery:

Over the last five years, we have seen quite a variation in total numbers of Robberies. In 2009, there were 73. Then Robberies jumped to 97 in 2010 and dropped back down to 76 for both years 2011 and 2012. In 2013, there were 101 robberies recorded, constituting a 33% increase. In 2014, 106 robberies were reported, but the overall robberies with a firearm were almost reduced by 50%.

In 2013, Hagerstown saw a marked increase in two particular types of Robbery, those with a knife and strong arm robberies. In those categories, we experienced a 200% and 79% increase, respectively. It should be noted however, that these numbers tend to fluctuate, and vary significantly when studying the five year history.

Despite an increase in every other type of Robbery, including overall Robberies, the number of Robberies committed with a firearm dropped by 26%, from 35 to 26. Looking back, these numbers tend to yo-yo similarly to those of knife and strong arm robberies.

Gun-violence:

Overall, the Hagerstown Police Department has experienced a 16% decrease in firearm related incidents from 2012 to 2013. In 2013, there were two firearms related homicides, down from three in 2012. There was also a 26% drop in firearm related robberies. However, there was a 17% increase in firearm related aggravated assaults. For example, as noted above, robberies with a firearm for the year 2014 decreased drastically due to this yo-yo effect.

Arrests for "Firearm Charges" have shown consistent increases since 2009, until 2012, when the statistic jumped 67% from 2011. The number of arrests fell in 2013 from 65 in 2012 to 55 in 2013. Firearms arrests have decreased in 2014 with a total of 42 firearms arrests.

Shots Fired Calls:

In the last five years, Shots Fired calls for service reached their peak in 2011, with 111 calls. Since then those call volumes have decreased to a level of 80 Shots Fired calls for service in 2013. Shots fired calls have increased in 2014 to 130.

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Hot Spots

Violent crime has also concentrated itself into specific city hotspots (See Attachment 1 & 2). These hotspots are shown as both city wide Part I offenses as well as Part I Violent offenses. Our Safe Streets initiative targets all areas within our city and it is our goal to reduce violent crime and repeat offending through city-wide strategies making use of both displacement as well as diffusion of effects.

MDSS - Current Success

The Hagerstown Police Department strives to maintain a safe place to live for all in the City of Hagerstown. Enhancing our ability is the support provided by the Governor's Office of Crime Control and Prevention through the Safe Streets model, which emphasizes an offender-based, intelligence-led model of Policing. Since transitioning from CSAFE to the Safe Streets model in July of 2012, we have seen success in reducing violent crime, particularly crimes involving firearms.

There are a few main strategies that we think are valuable and have contributed to the success of our program. The first is the High Priority Offender list. When an individual gets placed on the HPO list, watch or wanted, we and the rest of the coalition know that individual is causing harm to our community. Therefore, that individual is trailed and tracked by the coalition which does not end when the individual is arrested. Since Hagerstown began the program in July 2012, we have arrested multiple people several times, including three people four times each.

Another of our worthwhile strategies is our partnership with the State's Attorney's Office and their role in bond review. Through HPD sharing information on individuals up for bond review, the SAO persuades judges to maintain or increase bond on HPO individuals.

In all major cases we take an "all hands" approach to solving these crimes.

In February 2014 during a Compstat/Heat meeting a High Priority Offender, Lateef Fisher was identified through discussion as being a major threat to our community. The Washington County Narcotics Task Force was asked to take the lead on this offender. They were able to work with law enforcement in a neighboring jurisdiction in Pennsylvania on the investigation which ultimately resulted in 2 search warrants being executed in Pennsylvania at a "stash house" location he was maintaining.

They were able to seize 700 grams heroin, crack cocaine, \$250,000.00 in cash and 10 handguns, 2 of which were previously reported stolen in Washington County. Even though the drugs and guns were located in Pennsylvania the majority of his CDS distribution was occurring in Hagerstown and Washington County.

Fisher was arrested and charged federally. Charges ranged from Conspiracy to Distribute a Kilogram or more of Heroin and to distribute 28 grams or more of cocaine base and Possession of a firearm in furtherance of a drug trafficking crime. He was subsequently found guilty in Federal Court after a lengthy jury trial. He will face sentencing in August 2015.

Fisher's girlfriend was charged and convicted in Pennsylvania on state charges for her role in this criminal enterprise.

Throughout this investigation information and intelligence was being shared across a wide network of partners, mostly those that attend our Compstat/Heat Team Meetings. As a result Fisher is still facing state charges in Maryland on other matters and in West Virginia for a heroin overdose death. Those cases are still pending trial. This case represents the success of the Safe Streets model and how it can have a positive effect on our community and across state lines affecting other communities.

From 2012 to 2013, our first full year using the Safe Streets model, we experienced some notable improvements in crime, specifically firearm related crime. From 2012 to 2013, despite overall robberies increasing, robberies involving firearms decreased 26%, from 35 to 26. That trend has continued with 24 in 2014. In addition, there was a drop in all firearms related crime, from 47 in 2012 to 40 in 2013 and 2014; a 15% decrease.

Our call-in program which we started in September of 2014 appears to be successful, reducing the rate of recidivism among VPI offenders. We have seen approximately 70 offenders since starting our call-in program. Since that time we have had 2 offenders enroll in college. Both are currently taking their second round of classes. 1 offender received a job through Goodwill Industries getting forklift certified. That same offender took on a second job at a local restaurant on his own. Others have taken advantage of the numerous resources we bring to the call-ins to help them along. Anecdotally it appears that our call-in program appears to be having a positive outcome. Most of the offenders are still on our watch lists but do not appear to be re-offending. We plan to continue this program and offer this opportunity to juveniles this fiscal year. We have also created a new position, a Youth Crime Prevention Coordinator, to focus on our youth crime prevention initiative.

MDSS - Safe Streets Core Goals

10 Safe Streets Goals: This section lists those activities, programs, and strategies that the Hagerstown Police Department and all the partners will execute in order to meet the 10 goals that have been identified.

Goals

The GOALS of the Initiative and the Roles each partner plays in each desired goal are listed below.

*Note- throughout this application reference is made to VPI's. When using this term we are referring to parolees/probationers that have

violent history or are incarcerated for violent crimes. It should also be noted that Juvenile Services also has VPI's.

Goal #1- To Identify and Prioritize Offenders

How Offenders will be IDENTIFIED:

a. Offenders will be identified using specific criteria generated by the collaborative members of the Safe Streets team. This criterion will translate to points, which will then be used to quantify the prioritization of offenders, better informing judges of the high priority of the offenders. This criteria includes:

1. Felony Conviction
2. Misdemeanor Conviction
3. Crime of Violence
4. CDS Arrest
5. Active Warrants
6. Current Pre-Trial Release Felony
7. Current Pre-Trial Release Misdemeanor
8. Currently on Supervised Probation
9. Currently on Unsupervised Probation

10. Currently VPI Probation

11. Field Contacts

12. Validated Gang Member

b. Offenders will be identified through Crime Analysis

c. VPI's through Community Supervision and Corrections

d. VPI's through the Department of Juvenile Services

e. Current investigations at the Hagerstown Police Department, Washington County Sheriff's Office and the Maryland State Police

f. Gang and criminal intelligence

g. Bi-weekly Compstat meetings

h. Consultations with the Washington County State's Attorney's and U.S. Attorney's Office

How these offenders will be PRIORITIZED:

Offenders will be prioritized through partnership meetings where offenders will be prioritized by level of violence/recidivism of offenders/contemporaneousness of activity/history of offender/whether currently wanted or under investigation/and the level of the participating agency's concerns of offender. The new point system will also be utilized to prioritize offenders based on a set of criteria formulated by the parties responsible for identifying high priority offenders.

Responsible Parties for Identification and Prioritization of Offenders:

- a. Crime Analyst

- b. Community Supervision and Corrections
- c. Dept. of Juvenile Services
- d. Hagerstown Police Department
- e. Washington County Sheriff's Office
- f. Maryland State Police
- g. Washington County State's Attorney's Office
- h. U.S. Attorney's Office
- i. MARGIN, Inc (Mid-Atlantic Regional Gang Investigators Network, Inc)
- j. Turning Point of Washington County/Washington County Health Department

Action Steps:

Through partnership meetings a list of offenders will be generated. The crime analyst will take into consideration the standards established previously in this chart and categorize them accordingly. Some examples are Violent Offenders (wanted), Violent Offenders (investigation), Offenders (wanted), Offenders (investigation), and VPI releases (watch list). The "watch list" will be categorized into 2 distinct categories, "active" and "inactive". The "active" list will be maintained and managed as previously performed. The "inactive" list will house those offenders that have been deemed "quiet" with regards to their criminal activities. These offenders will be only be monitored by the analyst and coordinator and if deemed necessary by the aforementioned criteria, placed back on an "active" list if new information is brought forth.

Goal #2- Supervise and Contain Priority Offenders

The Purpose is to minimize the criminal activity and influence of violent, high priority offenders within our community by confining through detention or containing through enhanced supervision efforts. One strategy we are going to implement is to conduct "Call-Ins"

-Who is Involved?

- a. Hagerstown Police Department
- b. Community Supervision and Corrections
- c. Washington County State's Attorney's Office

Purpose:

Call-ins are tactics whereas those on parole and probation are brought into a central location in groups and informed about the consequences of involving themselves in future criminal behaviors. This tactic was presented at the recent Safe Streets Summit where it was learned that other agencies have expressed success in curbing recidivism from these offenders. While we are not aware of any scientific evidence supporting call-ins, the anecdotal evidence points to the possible reduction of recidivism.

Action Steps:

The Hagerstown Police Department will work closely with the Department of Community Supervision and Corrections and the Washington County State's Attorney's Office to develop a list of subjects that the Department of Community Supervision and Corrections will require to attend a call-in. After locating the offenders, checking criminal histories, and building cases, the group then attends a call-in where they will be educated on the consequences of their future actions. The Safe Streets Coordinator and the Re-Entry Coordinator from the DLLR will be working together to ensure community resources are also available to offenders at the call-ins. Each offender attending the call-in session will be documented and tracked for levels of recidivism.

The collaborators involved are the Hagerstown Police Department, the Re-Entry Coordinator for Washington County, the Hagerstown Police Department's Criminal Investigation Division Unit (these are the Strategic Enforcement Officers), the School Resource Officers, Community Supervision and Corrections, the Department of Juvenile Services, the Washington County Board of Education, the Washington County State's Attorney's Office, the Hagerstown Housing Authority, Turning Point, the Washington County Health Department, and the attendees of the regional MARGIN meetings.

Goals #3- Identify and Prioritize Warrants

How Warrants will be Identified:

- a. Crime Analysis
- b. Violence Prevention Initiative's through Community Supervision & Correction
- c. Violence Prevention Initiative's through Department of Juvenile Services
- d. Current investigations at HPD/WCSD/MSP
- e. Gang and other criminal intelligence/MARGIN, Inc.
- f. Bi-Weekly Compstat Meetings
- g. Consultations with the States Attorney's Office and U.S. Attorney's Office

How Warrants will be Prioritized:

Through partnership meetings warrants will be prioritized by level of violence/recidivism of offenders/contemporaneousness of activity/history of offender/impact offender has on the community/and the level of the participating agency's concerns of offender.

Who is Responsible for prioritizing Warrants:

- a. Crime Analyst
- b. Community Supervision
- c. Dept. Juvenile Services
- d. Hagerstown Police Department
- e. Washington County Sheriff's Department
- f. Maryland State Police
- g. Washington County State's Attorney's Office
- h. U.S. Attorney's Office

Action Steps:

Through partnership meetings a list of offenders will be generated. The Hagerstown Police Department's crime analyst will take into consideration the standards established previously and categorize them accordingly. Examples are Violent offenders (wanted), Offenders (wanted), and Agency concerns.

In this goal, (Goal #3) the Hagerstown Police Department is the Lead Agency in identifying High Priority Offenders. We will identify offenders through active and closed investigations. Also based on intelligence gathered on crimes where suspects were identified but we were not able to charge them. We will also utilize both Gang intelligence and Analytical Intelligence. By collecting this information and manually entering it into a database compiled by our Crime Analyst, our HPOs are given a points value. Those with the highest points value are considered a higher priority, thus putting them higher on our list.

The Washington County Sheriff's Office will also contribute to identifying high priority offenders through the same avenues that will be utilized by the Hagerstown Police Department. They will also identify offenders through active and closed investigations, through intelligence gathered on crimes both where suspects were identified but not able to charged as well as when charged. They will also identify offenders through gang intelligence and through the use of analytical intelligence.

The Washington County Warrant Task Force will also focus on the High Priority Offenders established by the group. The Warrant Task Force will work with other agencies in apprehension of these targeted offenders.

We will work with the United States Marshal's Office by requesting their assistance with manpower, information from federal databases to assist in location and apprehensions, and by continuing to participate in the Marshal's Task Force as an active partner

We will collaborate with the Maryland Department of Public Safety and Correctional Services for identifying Violent Offenders (VPI's) offenders that are released to this jurisdiction. We will also work with Community Supervision and Corrections in identifying parole and probation warrants on high profile offenders as well as perform home visits with safe streets officers, keeping tabs on highest priority offenders. We will continue to assist in identifying possible suspects in criminal investigations utilizing their client base knowledge.

We'll also be working with the Maryland Department of Juvenile Services where the Dept of Juvenile Services will identify Violent offenders and also identify juvenile warrant offenders categorized as high profile offenders and repeat offenders. Juvenile Services will also assist in identifying possible suspects in criminal investigations utilizing their client base knowledge.

The U.S. Marshal Service will review high profile offenders, determine if they meet federal criteria, take specific cases federally, and devote federal resources to apprehend these targets. They will also be called upon to assist local police in apprehension of non-federal cased offenders. They will also provide intelligence from federal data bases, identify current federal offenders that may be in our jurisdiction and have these offenders added to our High

Priority Offender list.

The U.S. Drug Enforcement Administration will review the "High Priority List" and then determine if controlled dangerous substances are involved, and if so, look at making a federal drug case on specific offenders. They will also supply resources to local jurisdiction on form of manpower and intelligence as well as assist investigators in specific investigations where High Priority Offenders have been identified.

The United States Attorney's Office will review specific cases that may meet federal standards for prosecution and take certain cases to federal court where prosecution may be better suited.

The Maryland State Police Apprehension Unit will be used in identifying High Priority Offenders where they may be in a better position to assist with apprehending, both logistically and resource-wise. They will be used to identify to Safe Streets partners any offenders they are seeking that have been identified as being in our jurisdiction.

Goal #4- Establish a Watch Center Model

Who is Involved:

a. Hagerstown City Police

b. Washington County Detention Center

- c. Community Supervision and Corrections
- d. Washington County State's Attorney's Office

What are the Specific Protocols?

Offenders will be created into a list.

Offenders will be coded in the Keystone Police RMS system.

Any entry update to the system on the offender will generate an automated notification to the recipient partners.

Data will be accessed through the police laser fiche system. This will allow recipient partners access to view the changes, i.e. arrest information. Previous plans were to utilize the RMS however we currently were unable to provide stakeholders access due to our system's security measures. We are working on a viable solution to that issue.

How it will be Implemented:

The Hagerstown Police have designed an automated notification system into the current records Management system, shared by the city and the county police agencies. This notification will e-mail the partnering agencies when there are any changes to the offenders "Master Name File". Examples are; offender was issued a traffic citation, Field Interviewed, or arrested.

Other Processes:

Access is being granted to the records management system and Laser fiche system to investigators at the States Attorney's Office. For intake officers and supervisors at the Department of Juvenile Services and agents and supervisors at Community Supervision access to our Laser fiche system was established which will allow those partners to access police records at or as soon as possible the information on the offenders after they have been arrested. (The difference from last year's plans related to Record's Systems access. We were not able to give access to RMS to DJJ or P&P, only laser fiche to them).

Detailed Processes: We are establishing an automated e-mail notification system attached to our Records Management System. Once a person has been placed on the High Priority Offender list the system will flag their master name file. Any updates to that file will generate a notification e-mail to the participating partners. Once a partnering agency receives the e-mail notification they can contact the Safe Streets Officers/Coordinator or any member of our agency to obtain the RMS data change. We provided access to our SAO partner to have a read only access to our Records Management System so they may view the updates, i.e. arrest. The Department of Parole and Probation, Department of Juvenile Services, as well as the other Law Enforcement agencies in our collaboration are able to utilize the laser fiche system with closer real time access since we have taken out the human error factor. As for the State's Attorney's Office even though they will be notified the same way, their notification is more for the future prosecution options, the Safe Streets officers will need to make official notifications to the State's Attorney's Office representative who will be responsible for handling the bond reviews. The Hagerstown Police Department protocols also call for all partners to meet routinely to strategize these offenders, prioritize how they will be detained, and how they will be prosecuted. Routine meetings will also take place to discuss new list priorities and existing lists. These meetings may take place at the Compstat meetings, special Safe Streets meeting, via teleconferencing or other ways that will logistically accommodate coalition members. We may implement a "cloud" format of information exchange via the web. This will allow the partners to add notes and other information directly from their work stations to existing cases being worked by the center, instead of waiting on a meeting or e-mailing numerous parties.

Goal # 5- Train Patrol on Safe Streets Strategies

-Who is Involved?

- a. Hagerstown Police Department Strategic Enforcement Officers
- b. Hagerstown Police Department's Training unit
- c. The Safe Streets Coordinator and Team

d. Crime Analyst

e. MARGIN, Inc

-The type of Training

Safe Streets strategies identified by Watch Center partners will be given to officers to expose them to concepts such as the "Watch List" Priority Offender concept, VPI, and the Watch Center Model. We will also provide additional officer safety strategies on particular offenders. This year, we are continuing our neighborhood policing strategy. The goal of neighborhood policing is to assign officers to a specific designated area, 1 of 48 outlined neighborhoods within city limits. By providing these officers with their own specific neighborhood, we form positive community relations by engaging the members of the community. The addition of PredPol, predictive policing software, will be highly beneficial in targeting areas where crime is prevalent. By using PredPol and our existing crime analysis, and designating officers to specific sections of the city, we will greatly increase odds of preventing crime and tracking high priority offenders. We have conducted Crime Prevention through Environmental Design training to expose officers to the principles for identifying offender based locations and/or residences for possible abatement enforcement actions. We will also continue to conduct technology training for Dashboard/Crime reports.com, the Command Central Analytical site, MOMS and other analytical data bases. Through the Western Region of MARGIN, Inc officers and State's Attorney's will be supplied with Gang specific training from outside sources such as other regional gang investigators or federal partners who are involved in gang related activities.

How will it be implemented?

The majority of training will be conducted through Role Call trainings

In-service training

Specific enhanced trainings for select officers in patrol

Neighborhood Policing training

Other Processes:

The Department will continue to identify select members from each platoon to have enhanced training in safe streets strategies, technology access, and intelligence gathering training.

Goal #6- Establish Prosecution Strategy for Priority Offenders

Who is Involved?

- a. Washington County State's Attorney's Office
- b. The Hagerstown Police Department's Strategic Enforcement Officers
- c. Community Supervision and Corrections
- d. The Maryland Department of Juvenile Services
- e. Other Local Law enforcement agencies

Purpose:

The main purpose of this goal is to better track violent offenders from time of arrest through the adjudication process. By tracking these cases, investigators, the Strategic Enforcement Officers, Community Service and Corrections agents and the State's Attorney's Office can disseminate information that is pertinent and most often necessary to prosecutors at various stages of the judicial process. By communicating this information violent offenders are more likely to be confined or placed in a more secure supervisory status that allows for stiffer penalties if they continue with criminal behavior. This process will also allow for all partners to learn what works and

what doesn't in certain type cases or situations. The last fiscal year, the Safe Streets Coordinator and Project Director met with the Circuit Court judges for a comprehensive presentation and discussion about the Safe Streets program, highlighting the call-in process and HPO ranking system.

How will it be implemented?

The State's Attorney's Office will assign a prosecutor to specific High Priority cases

The Hagerstown Police Department Strategic Enforcement Officers will monitor cases along with the crime analyst.

Research will be conducted on the criminal histories of High Priority Offenders

The Strategic Enforcement Officers will coordinate with Community Supervision and Corrections on the Violations of Probation/Parole of High Priority Offenders.

Identify subsequent offender status of High Priority Offenders.

Identify Community Supervision and Corrections clients who are victims of crime

The Strategic Enforcement Officers will coordinate with the State's Attorney's Office, the Department of Juvenile Justice, and Community Services and Corrections on these cases.

Through Drug Nuisance abatement statutes

By identifying High Priority Offenders at Bail review

Action Steps:

An experienced Circuit Court Prosecutor to all major crimes within 24 hours of the investigation.

The Prosecutor will be made aware of the priority points ranking of the offender, and will make sure that information is communicated to the judge.

The lead investigator/officer will coordinate with the assigned prosecutor to provide any information necessary to them.

The Strategic Enforcement Officers will monitor the cases through the tracking process to assure information is being exchanged and proper steps are being taken to ensure cases are being effectively investigated.

Identify High Priority Offender criminal history for any violation of unsupervised probation status and aggressively prosecute same.

The Strategic Enforcement Officers will be notified of any Violations of Probation or Parole as a result of this action and coordinate with Community Supervision and Corrections for intelligence information. They will then contact the appropriate personnel to serve those additional charges.

Identify any subsequent offender status for the High Priority Offender in order to seek more significant sentences.

Identify "gang crimes" for possible enhanced penalties

Identify un-supervised probation conditions of offenders for violation possibilities

Identify Bond revocation opportunities

If a criminal is victim of crime, identify if on parole or probation to compel testimony of non-cooperative victims

Community Supervision and Corrections will bring to bear any avenues of influence as a result of the lack of cooperation from these victims.

The Strategic Enforcement Officers will be in contact with Community Supervision and Corrections on these cases and work with them on strategies that may add additional influence.

If the victim is a juvenile, the Department of Juvenile Services will take a similar action.

Utilize nuisance abatement to educate and compel landlords/property owners to exclude known criminals from their properties.

Attend Compstat to assist the process of identifying High Priority Offenders and gain knowledge of specific High Priority Offenders and cases prior to charges or arrests.

Upon bail review, aggressively seek to secure confinement of violent offenders by increasing bail.

On a monthly basis, the Safe Streets Coordinator, Hagerstown Police Department Safe Streets officers that are assigned to the investigative services unit, the Safe Streets Prosecutor assigned to the offenders cases, any Federal Law Enforcement agency that took over a High Priority Offender case, and any U.S. Attorney assigned to any federal case taken over from Safe Streets local agency will meet and outline processes to thoroughly examine and evaluate priority offender case strategies.

Goal # 7- Track Prosecutions of Priority Offenders

The Hagerstown Police Department's Crime Analyst will identify each offender when notified automatically through the Records Management System of an arrest and place that person on a prosecution list. The Analyst will coordinate with the State's Attorney's Safe Streets Prosecutor and other State's Attorney's staff/Federal prosecutors to track the progress of the cases through adjudication. We will identify case tracking numbers to make tracking by the prosecutors' office simpler.

-Who is Involved?

- a. The Hagerstown Police Department's Safe Streets Team
- b. The Hagerstown Police Department Crime Analyst
- c. The Washington County State's Attorney's Office
- d. The Department of Community Supervision and Correction

-The Purpose

Tracking this data will identify potential short comings in the partnerships that have been formed. Unwanted findings may prove valuable to creating better cases for prosecution/prosecution fallacies/or improper use of probation for select defendants that place these violent offenders back into the communities where they had committed the crimes.

It will also track the success rate of identifying High Priority Offenders to confining them in the short term during the judicial process to long term after adjudication

-Strategic Implementation

- a. We will create a working model where information from prior arrest through most current arrest will be captured by the Safe Streets team at the Hagerstown Police Department.
- b. The Crime analyst will capture information from when suspect becomes active on the High Priority Offender list through the initial bail.
- c. The Crime analyst will maintain the master data format once the other agencies make their data entries.
- d. The Washington County State's Attorney's Office will capture information from bond review through adjudication.
- e. The Department of Community Supervision and Corrections will capture information as it pertains to VPI cases or cases where the suspect is on parole or probation.
- f. The data will be collected weekly so that pertinent information may be gleaned and shared with our partners from any findings as the process moves along.

-Action Steps

The Hagerstown Police Department's Safe Streets Team and Crime Analyst, State's Attorney's Office, Community Supervision and Corrections will track the following information:

- a. The Name of the Offender and priority points ranking.
- b. Agency submitting name
- c. Agency Incident #
- d. District/Circuit Court Case #
- e. Case Type
- f. Watch date (entry)
- g. Warrant Date
- h. Charging agency
- i. Arrest date
- j. Charge
- k. What agency made the arrest?
- l. Original bond
- m. Bond review amount
- n. Pretrial release/probation
- o. Preliminary Hearing
- p. Information/Indictment filed
- q. Discovery provided/complete
- r. Motions Hearing
- s. Trial
- t. Final Disposition
- u. Charges found guilty
- v. Sentence
- w. Lead officer/Investigator/Agent
- x. Lead Prosecutor
- y. Defense Attorney
- z. The Violent Offender Prosecutor

The Crime Analyst will track the information from watch date to original bond. The States Attorney's Office will identify reasons for lower bonds on bond reviews, pleas to lesser charges, not guilty findings, issues at preliminary hearings, motions hearings or at trial that affect the outcome along with reasons for higher bonds and/or stiffer penalties. The Division of Community Service and Corrections will track any cases where the suspect is a parole or probation client. Determine levels of supervision that may be necessary for the prosecutor if being placed on parole/probation.

Goal #8 –Identify and Address Substance Abuse Issues

Who is involved?

- a. Hagerstown Police Department
- b. Washington County Narcotics Task Force
- c. Turning Point of Washington County
- d. Washington County Health Department
- e. Community Supervision and Corrections
- f. State's Attorney's Office

Purpose: The main purpose is to identify substance abuse issues in the area and identify HPOs who have substance abuse issues.

Hagerstown, like many municipalities, is plagued with heroin, spice, and other dangerous substances. Substance abuse issues are not new for us. We have suffered through the 1980's and 1990's with the crack cocaine epidemic and because of our location at the intersection of Interstate 81 and Interstate 70 we continue to experience substance abuse issues. For that reason we will continue to partner with our diverse community partners and other agencies to combat this problem.

Our Project Director has been a member of the ACT NOW Overdose Prevention Workgroup, a workgroup that was established at the direction of the Governor back in 2013. The group is managed by the local Health Departments for each county. The workgroup consists of an Overdose Fatality Review Team, a subgroup of the overarching Prevention Work Group. The Project Manager sits on both groups. One of our Sergeants who is assigned to the Washington County Narcotics Task Force also sits on the Fatality Review Committee along with the Investigative Services Lieutenant. By partnering with the Washington County Health Department and other team members we will continue to work on strategies and enforcement to combat overall substance abuse in our community.

The Washington County Narcotics Task Force has also been instrumental in shutting down large drug operations in the area. On April 22, 2015 agents with the Washington County Narcotics Task Force, Hagerstown Police Department Patrol Division and the Hagerstown Police Department Criminal Investigations Division executed a search and seizure warrant at 319B N. Jonathan St. During a search of the residence, agents seized 112 bags of "Spice" along with \$1015.00 in cash. Charges are pending against the residents of 319B N. Jonathan St. This was a huge success since spice has affected a great number of our residents in a short period of time with debilitating effects. The Washington County Narcotics Task Force has also launched a new website, www.wcnlf.net, so that citizens can easily log on and report drug activity and tips.

We have also noticed that many of the HPOs we come in contact with that have substance abuse issues also benefit from mental health counseling and services. For that reason we started inviting Turning Point of Washington County to our bi-weekly Compstat meetings this current grant cycle. We also have an officer who has taken the lead on being the liaison between Turning Point and the Hagerstown Police Department when it comes to facilitating those services for offenders.

The Project Manager sits on a local Law Enforcement/Mental Health Task Force committee that meets bi-monthly to work on collaborative efforts between mental health providers and law enforcement. This committee comprises other Safe Street partners, the Washington County Sheriff's Office and Washington County State's Attorney's Office. All of us have seen the direct connection between substance abuse and mental illness as an area that if dealt with as a community priority will have lasting positive effects. This task force works on identifying issues within individual agencies or providers as it applies to real situations and persons. Expectations of service providers and law enforcement are openly discussed to address any misunderstandings as to the reasons why a situation was handled a certain way. This allows for all involved to look for potential solutions or changes to processes within the system. Better understanding of what each of us do and why has made for a very open and productive movement on solutions and cooperation.

The Project Manager also sits on the Board of Directors for the Homeless Coalition. This coalition focuses on homeless issues, and a large part of being homeless focuses on addictions and mental health issues. Many of the same partners that sit on the L.E./Mental Health Task Force also sit on this coalition.

It would be impractical to have all of the representatives from these committees attend our bi-weekly Compstat meetings. With the Project Manager be an active participant in each of these community services committees it allows the Hagerstown Police Department to expand our partnerships to a much broad reaching umbrella within our community. We have in no small way used many of these partners to further our Safe Streets philosophy. The Homeless shelter supplies us with a daily attendance sheet each night. Turning Point, our largest mental health provider sits in as a partner on our Compstat/Heat Team meetings. We have utilized many of the other partners with providing names of offenders or family members to these service providers who reach out to them instead of waiting for the offender or family to come to them.

The outreach and follow up to these persons is vital in assisting with prevention of substance abuse and overdose. This is a multipronged approach to substance abuse issues and we feel that if we can address this at each trigger level, we can be more successful in carrying out our mission and serving our community.

Goal #9- Nuisance Abatement

-Who is Responsible?

A. Nuisance Abatement Attorney 1st Partner

-What Strategies are involved?

There will be a review of each case to determine location of the crime.

There will be a review of each case for eligibility for nuisance abatement.

There will be a review of each case for prior contacts at the same location.

-How will this strategy be implemented?

Through the State's Attorney's Office partnership with the Watch Center

Where High Priority Offenders have been identified as using the same residences and evaluate cases that have had prior CDS activity at the same location for a nuisance abatement law suit

-Action Steps

a. Make contact with the owner/landlord of the property

b. Notify the owner/landlord of the property by certified letter of the crime that has occurred on the property and the possible future sanctions if a nuisance abatement case is filed and succeeds at trial.

c. File a nuisance abatement suit when appropriate

d. Work with public housing to remove people from public housing property that are committing CDS crimes

e. Work with owners/landlords that wish to cooperate with law enforcement and the State to remove people from their property that are

committing CDS offenses, and assist them with evictions and law suits

Who is Responsible?

B. Code Compliance 2nd Partner

-What Strategies are involved?

We will address code violations and utilize CPTED principles with the property owners as another tool to reduce criminal activity in these communities.

-How will they be implemented?

The Strategic Enforcement Coordinator will collaborate with the Strategic Enforcement Officers and other watch center partners to identify High Priority Offender target locations and work with Code Compliance to address quality of life and environmental issues in these communities.

-Action Steps

The Strategic Coordinator, the Strategic Enforcement Officers and patrol officers will identify possible code violations at specific residences and coordinate with Code Compliance to address these issues with the property owners. Citations may be issued or a level of mutual cooperation may be administered to the situation to alleviate possible future criminal activity at these sites. CPTED principles will also be addressed to the property owner as yet another tool to reduce the recidivism of criminal activity on their property.

Who is Responsible?

C. The Hagerstown Police Department Communications Manager 3rd Partner

-What Strategies are involved?

There will be Public Service Announcements on local television and social media websites concerning crime trends and best practices.

-How will they be implemented?

With the assistance of the cities communications manager and staff, Public Service Announcements have been scripted and distributed to the news media, local public cable channel and social media websites. With additional personnel being trained to enhance our CPTED Team, additional media coverage and Public Service Announcements will be published. Under the Crime Free Multi-housing Program additional media recognition and informational stories will be produced for release to outline the successes of the program along with information on how to get into the program.

-Action Steps

Local 15 second Public Service Announcements have been filmed and more are planned for airing throughout the year. Additional Crime Prevention through Environmental Design based Public Service Announcements will be airing in 2015.

Who is Responsible?

D. The Hagerstown Police Department and the City Planning Department 4th Partner

-What Strategies are involved?

The strategies involved use the City Planning partnership.

-How will they be implemented?

In a partnership between the Police and Planning departments, site plans of new construction proposals are reviewed by our CPTED team trained in reading blueprints and CPTED to review for possible conflicts concerning proposed lighting, traffic flow, entrapment areas and other CPTED strategies principles where identified.

-Action Steps

All site plans for new construction and additions to existing properties are sent to a Crime Prevention through Environmental Design Team for review.

Who is Responsible?

E. City Center Sector Manager and staff 5th Partner

-What Strategies are involved?

The strategy that is involved in this partnership is a Downtown Crime Prevention through Environmental Design Revitalization initiative.

-How will they be implemented?

The current downtown crime reduction strategy began implementation in the fall of 2011. This strategy is based on building stronger partnerships within City government as well as building private partnerships with the county government and strengthening public/private partnerships to implement CPTED strategies on a large scale in the Hagerstown City Center area. Initially started as a crime reduction strategy, the Use of Crime Prevention through Environmental Design has identifies several areas which are joining hand in hand with the revitalization effort currently underway. We will continue to utilize CPTED for crime reduction in areas identified through crime analysis and in areas identified as DDACT Zones, (Data Driven Approach to Crime and Traffic Safety).

-Action Steps

This required a partnership with City agencies, private businesses, Convention and Visitors Bureau, Chamber of Commerce, local business alliances and other partners as needed.

Who is Responsible?

F. HPD Crime Free Multi-Housing Program coordinator 6th Partner

-What Strategies are involved?

Crime Free Multi-Housing Program – This program has been in existence since 1992 and is in over 44 states and 14 countries. The program uses three phases consisting of (Phase 1) Property manager/Landlord training which includes an 8 hour in depth training in

Crime Prevention, leases, Maryland Real Property Code, background checks, CPTED principles and property maintenance.

(Phase 2) A CPTED based security and safety review of the property and the use of a "Crime Free" lease addendum supported with background checks on prospective tenants and (Phase 3) a safety social educating the tenants in the program.

Jurisdictions implementing this program have seen drops in calls for service of up to 80% in participating apartment communities. The crime free multi-housing program has three key elements to ensure the crime prevention goal is met:

1. Management training
2. Premises Security Assessments
3. Resident Training

-How will they be implemented?

The Crime Free Multi-Housing Program was implemented in Hagerstown by the Hagerstown Police Department in June of 2011 and was the first jurisdiction in Maryland to fully implement this program. The position is a non-grant funded officer of the Hagerstown Police Department. Several apartment communities have become fully compliant since the summer of 2012. The program also includes private landlords and we currently have over 1200 rental units under the program and we have established great working relationships with the property managers and owners. Based on the success of the program, Mayor and Council have enacted local legislation to assist landlords in better managing their properties to assist in the reduction of police calls for service and to improve the quality of life for all citizens in Hagerstown.

Action Steps

Contacts directly with the property managers of apartment communities and presentations with the Landlords association have been done with several dozen properties at different stages of the program. Participation in the training program is non-binding if the participants feel it is not for them.

Properties that successfully complete the program are allowed to use the International logo in advertising, the properties are listed on the City webpage and special signage is made available at no cost to advertise that the property is participating in the program. Currently, 37 landlords within the City of Hagerstown have successfully completed the Crime-Free Multi-Housing Landlord Training Program.

Who is Responsible?

G. The Hagerstown Police Department, Auxiliary Police Unit, and the Citizens on Patrol 7th Partner

-What Strategies are involved?

Crime Prevention Through Environmental Design (CPTED) security surveys for residential property and analysis for commercial property.

-How will they be implemented?

As reports are received or trends are observed, trained officers will contact property owners to offer free security survey to the property owners.

-Action Steps

Police officers trained in CPTED and Crime Prevention will conduct security assessments of commercial properties and Auxiliary Police trained in CPTED will conduct security surveys of residential properties.

Additional Nuisance Abatement notes: The Hagerstown Police Department has already coordinated with the Housing Authority and other apartment complexes in helping them creating a parking permit program for the residents living there. Basically, this has established a resident parking only rule. Cars parked there without a permit are being towed by housing authority personnel. Information that is shared with housing in part because of their participation in Compstat, has established a very aggressive working relationship where Housing is evicting tenants identified as committing crimes by law enforcement and other justice system agencies. Our Safe Streets approach will further that endeavor by identifying persons associated to a residence or tenant that is committing crimes and is staying or utilizing housing property as part of that criminal enterprise. This approach is supported in the literature by both third party policing tactics as well as through the pulling levers philosophy of policing (Mazerolle and Ransley, 2006; Weisburd and Braga, 2006). After identifying offenders we will be looking at specific residences, or neighborhoods where our most violent and worrisome offenders are living or being arrested and implement prevention methods using the Crime Prevention through Environmental Design model (CPTED). Partnering with Code Enforcement will allow not only volunteer changes but force necessary change to those landlords and property owners who continue to allow offenders to use their properties as a safe haven or place of criminal activity. The Crime Free Multi-Housing Program has already been instituted by the Hagerstown Police Department and has been a great asset in working these high risk areas. The program focuses on creating a safer environment of the tenants, with the goal of bringing in better tenants who are not involved in criminal activity. A lease addendum sets up a quick eviction process for those who violate it, i.e. involved in criminal activity. The program also establishes the landlord's responsibility to maintain the property, in appearance and in safety areas like door peep holes, better door locks, lighting and maintaining of landscaping. The landlord is also required to perform background checks on the tenants, securing non-criminal tenants throughout the building. The Hagerstown Police Department has also trained our Auxiliary Police in the CPTED principles and releases them into neighborhoods and individual residences after crimes have occurred. This was established to defeat recidivism of criminal activity. This keeps victims from being victims again and again. The State's Attorney's Office has established a Nuisance Abatement Attorney Position at the Narcotics Task Force. Utilizing this resource with the State's Attorney's Office we can address the legal ramifications of maintaining a nuisance residence by seizing the property along with the voluntary reduction using Crime Free Program and CPTED principles. Code Compliance adds a City code penalty into the equation striking these property owners with monetary penalties. Once again these examples of third party policing (Mazerolle and Ransley, 2006) have proven to be valuable tools in crime reduction efforts. The Hagerstown Police Department has also had an Excessive Call for service ordinance added to the City Code. This ordinance allows the City/police department to cite specific addresses that have validated repeat calls of service there over a specific time period, thus creating a violation punishable by a monetary fine. Thus far in 2015, 291 qualifying calls for service have been made and 183 nuisance letters have been sent. Since the program's inception last year, 1,048 calls have been qualified, 668 letters have been sent, and 29 properties are currently in chronic nuisance status.

Goal # 10- Enhanced Technology

To ensure that the Hagerstown Police Department has the highest technology available to use in this initiative, we will be using the existing technology listed below.

-Existing Technology for utilization in this initiative:

- a. City Camera System
- b. MD Dashboard/MOMS (Maryland Offender Management System)
- c. GPS Units
- d. E-Tickets
- e. Crimereports.com
- f. On-line Citizens Reporting System
- g. Video Management Software
- h. PredPol
- i. iPads

-How the Existing technology will be implemented

Cameras - are being used to conduct surveillance of targets, and target locations. Investigative tool after a crime has been committed. Historical data/footage is being used in trial for prosecution evidence.

MD Dashboard/MOMS - is being used by investigators and patrol officers to access multiple data bases for various investigative needs

(i.e., determining if suspects/victims are on parole or probation, run criminal histories of suspects, and to generate photo line-ups easier and timelier). Utilizing MOMS officers and investigators have access to mapping of P&P released offenders and current and statewide active warrants). Utilizing MOMS analyst can sort data to meet various analytical needs. MOMS is being used to better track offenders released to our community. The system will better aid SEC's/investigators and analyst in identifying possible suspects in certain crimes. Upon additional training, patrol officers will be able to access Moms in the cars and better investigate possible suspects more contemporaneously to the incident.

GPS Units – we currently have a few units that are used for tracking specific suspects in crimes. They are also used to attach to devices that are placed in locations where they are then used as bait for criminals to steal.

E-Tickets – Utilizing the statewide Electronic Citation system managed by MSP officers get instant vehicle/owner/operator stop history for use in decision making on traffic stops. This system also provides investigators historical data of vehicles/operators as to location, dates and times of stops. This system has multiple investigative capabilities for use by SEC's, investigators and analyst in tracking/locating and identifying HPO's.

Crimereports.com – we have engaged with this company to provide "real-time" crime data of our community via the web to any citizen. We have our patrol officers monitor their work areas using this tool to identify possible crime patterns or areas where criminal activity may have increased. This service is also used during our Compstat meetings by our analysts for more detailed projections.

On-Line Citizens Reporting – in 2012 we began an On-Line reporting system to better capture criminal activity that may not have been previously reported to us. This service was also started to decrease the time spent by our officers on taking reports that have little to no chance of successful resolution, allowing for more proactive policing to occur. In having citizens, in specific type incidents file their own reports on-line we hope to increase proactive approaches to High Priority Offenders, violent crimes, and crime series that occur in our community.

The Video Management System was implemented last year and it allows all of the crime cameras to be managed on one software system. By having this technology we are better able to use any camera with much more ease and efficiency both in monitoring and capturing of historical data.

PredPol is currently being implemented. PredPol is a predictive policing program that allows us to forecast high risk times and places for future crimes. This program uses predictive algorithms to determine narrow locations within a sector to better focus officers to high crime areas.

iPads-iPads have been given to all of our Criminal Investigation Division, School Resource Officers, and a number of civilians to use for in-field records management. By having iPads readily available, working in the field is much easier for investigators and officers. Officers now have records readily available, can take photos, and can use their iPad for note taking. We are currently working on a way to stream city camera and body camera footage on the iPads.

Future technology that is being looked at for possible implementation into the initiative.

- a. License Plate Readers (LPR's)
- b. Mobile Fingerprint Units
- c. Body Cameras
- d. Crime Intel Software

-How the Newer technology will be implemented if procured at a later date.

LPR's: Provide real time Vehicle/owner/operator data. (i.e., stolen vehicles/tags/suspended drivers etc.) This system also provides historical data placing specific vehicles/possible suspects in a specific area at a specific time allowing investigators to generate or eliminate suspects in case investigations.

Fingerprint Units: We have applied for a grant to purchase these devices in the next fiscal year. These are mobile devices used to assist in the identification of subjects in the field that refuse to provide identification. The devices will allow officers/investigators to apprehend/detain suspects or wanted persons in the Watch List or criminal cases more contemporaneous with the field contact.

Body Cameras: We are beginning to launch a pilot body camera program with a select number of officers. This pilot program has been something we will be implementing with all of our officers, however we need to work out any issues that may arise within the pilot

program and obtain the necessary funding to purchase the cameras before releasing this new technology department wide.

Crime Intel Software-The Crime Intel Software was purchased this fiscal year under a grant and is being implemented. This software will allow our officers to gather and enter criminal intelligence into a database whereas our Crime Analyst will be track and analysis that intelligence on offenders, suspects and current High Priority Offenders.

Custom Safe Street Goals- Youth Crime Prevention Initiative

-Who is involved?

- a. Youth Crime Prevention Coordinator
- b. School Resources Officers
- c. Washington County Board of Education
- d. School Faculty and Staff
- e. Safe Streets Program Coordinator
- f. Hagerstown Police Department
- g. Department of Juvenile Services
- h. Department of Social Services
- i. Department of Health and Mental Hygiene
- j. At-Risk Juveniles
- k. Parents/Guardians
- l. Community Support/Program Providers

-Purpose:

The purpose of the Youth Crime Prevention Initiative is to promote gang and crime prevention by identifying potential problem youth and providing resources to identified juveniles to help ensure student safety, promote academic achievement, and introduce alternative programs to aid in the reduction of risk factors leading to violent and criminal activities.

-Identify Strategies:

*The Board of Education has established through funding and partnerships with the Hagerstown Police Department and the Washington County Sheriff's Office a School Resource Officer program within schools in the county which provide an information sharing model with law enforcement.

*Through partnerships with other agencies, support services can be coordinated based on the needs identified in Individualized Prevention Plan meetings.

-Action Steps:

School Resource Officers educate school faculty and staff on how to identify youth that are moving towards a destructive path of negative choices.

After school faculty and staff have referred at-risk youth to the School Resource Officer, the School Resource Officer will evaluate the priority of the situation.

The Youth Crime Prevention Coordinator (officer) is in charge of following up with all students referred by the School Resource Officers. This includes home visits and court appearances. The Youth Crime Prevention Coordinator can also refer the student and their families to the appropriate agency to meet other needs such as parenting classes, counseling, and other valuable resources.

Overall strategy summary:

The Hagerstown Police Department School Resource Officers will work in conjunction with other school officials to identify at-risk youth. This will be determined through the shared information that the school provides to the School Resource Officer and may include the student's involvement in violence, truancy, engagement in sexual activity, drug and alcohol abuse, incidents of peer pressure, family conditions, lack of scholastic achievement, involvement with criminal gangs, and negative community factors. With the assistance of community groups and government agencies, students and their parents can receive the support programs they need to make better, more positive decisions. These programs include parenting classes, counseling services, mental health treatment, after school programs, restorative justice programs, faith based programs, recreation and sports programs, mentoring programs, and other programs that will offer youth and their parents with necessary means for positive growth which will lead to a decrease in juvenile crime, truancy rates, dropout rates, and juvenile gang membership.

Work Plan- The major responsibility for the work plan rests with our Youth Crime Prevention Coordinator.

Action steps: Juvenile HPOs and other juveniles at-risk of engaging in criminal activity and behaviors will meet with our Youth Crime Prevention Coordinator to discuss their actions and ways to improve. If a juvenile is in need of services, i.e. mental health, our Youth Crime Prevention Coordinator can refer them. The Youth Crime Prevention Coordinator makes regular home visits to these juveniles, and follows up with them at school to ensure they are staying on track to be successful. The Youth Crime Prevention Coordinator, the Safe Streets Program Coordinator, and the Department of Juvenile Services are working to implement juvenile call ins this fiscal year.

MDSS - Coalition Partners List

Coalition Membership: Each Collaborative member is listed and a description of their primary role in the initiative and specify any goals for which it is the lead agency is provided.

COLLABORATIVE MEMBERS:

At the center of our structured approach will stand the Hagerstown Police Department's Crime Analyst. The Crime Analyst is both the conduit and the catalyst for the majority of our activities and as an example the following is the roles he plays in each goal we have defined.

Member 1- Crime Analyst

----Entity- Hagerstown Police Department

----Primary Role- The Primary role of the Crime Analyst is supportive in nature in gathering and analyzing pertinent crime data as it relates to violent and repeat offenders. The Crime Analyst is the MAJOR conduit for all information flow through the various collaborative elements.

Goals for which this entity is the lead agency- The Crime Analyst is involved with numerous goals applicable to this initiative.

----Identify and prioritize Offenders: The Crime Analyst will develop backgrounds on offenders to include criminal histories, organize intelligence relating to offenders, compile all information from law enforcement partners and use all information available, information and intelligence, to prioritize offenders according to severity and maintain this list as up-to-date as possible. He will gather all available information, analyze the data, formulate and prioritize the list according to the analysis, and keep it updated.

----Supervise and Contain Priority Offenders: The analyst will maintain the "watch list" and in collaboration, similar to the HEAT team (used in a previous CSAFE initiative), work with law enforcement partners to develop plans of action specific to each offender.

*The HEAT team was a ground level, boots on the ground so to speak team of law enforcement partners used in our CSAFE initiative. The main members were the Hagerstown Police Department, Washington County State's Attorney's Office, and Department of Juvenile Services, the Department of Parole and Probation, the Department of Corrections and the Housing Authorities in Washington County. The purpose of the group was to concentrate on individuals in the community from the recidivist to the first time offender who still has a chance allowing for the development of a plan of action as to how to best benefit the individual and the community. The group at times varied between a strategic planning model and moved more toward a tactical model; i.e., making sure Violence Prevention Initiative (VPI) violators got arrested, and offenders were evicted from housing, etc. One major benefit that came from the HEAT meetings was the sharing of information and intelligence about individuals that was useful to HPD, especially during investigations. Another benefit was the building of relationships which has spawned extra-meeting collaboration between agencies - we are constantly e-mailing and on the phone using one another as sources of information. This relationship model will continue under the Safe Streets Initiative.

----Establish the Watch Center Model: The analyst will serve as the conduit for information coming and going from the police department to and from law enforcement partners.

---- Train patrol on safe streets strategies: The analyst will train patrol in new technologies available to include the Maryland Criminal Justice Dashboard, the Maryland Offender Management System, and HPD specific Command Central applications. The analysts would also conduct other Safe Streets training as assigned.

----Establish Prosecution Strategy for Priority Offenders: The analyst will participate in HEAT team style meeting with the prosecutor's offices to offer input and information on offenders. The analyst would also be available to create various visualization tools for court room use in order to demonstrate the depth of an offender's involvement in criminal acts, etc.

----Track Prosecutions of Priority Offenders: The analyst would create and maintain a database used to track offenders through the various stages of adjudication. The analyst would meet with prosecutors on a regular basis to keep this database updated.

----Identify and Enforce Suspended and Truant Children: The analyst would serve as the conduit for information flow between the police and law enforcement partners concerning problem juveniles. A database will also be maintained to track these juveniles through the various stages, watch list, adjudication, etc.

----Nuisance Abatement: The analyst will continue to identify nuisance properties through tactical and strategic processes. During each Compstat meeting, residential or commercial properties with 3 or more non-self-initiated calls for service are discussed. The addresses are provided by the analyst. Also, Hagerstown has a local ordinance pertaining to the excessive use of police services. The analyst is responsible for identifying these properties and mailing letters notifying the property owners that they may be close to being in violation of the ordinance.

----Enhanced Technology: The analyst uses the Maryland Criminal Justice Dashboard, the Maryland Offender Management System, Command Central, ArcGIS, LexisNexis, NCIC, Keystone records management, etc. The Hagerstown Police Department has tried to keep pace with other agencies in the use of technology and conducting data driven operations. We do not utilize some of the services offered Md. simply because it has other systems that do the same thing. It should also be noted that all members in the Hagerstown Police Department have access to most of the technology that the department utilizes. It is the intention of the Crime Analyst when referencing a tracking database to set up an Excel database with multiple worksheets to include "Wanted" "Watch" "Juvenile watch" "Adjudication".

Member 2- Strategic Enforcement Officers

----Entity: Hagerstown Police Department

----Role: These members are assigned to the Hagerstown Police Department's Criminal Investigations Division Flex Unit. They are investigators who are assigned to assist/work violent offender cases with Criminal Investigation Division detectives. These two officers have the primary lead from our department's standpoint in carrying the apprehension responsibilities on High Priority Offender wanted subjects. They will also investigate and charge High Priority Offenders when warranted and also be responsible for intelligence gathering of gang information, violent offender information (VPI's), suspects in criminal investigations and assist the crime analyst in identifying High Priority Offender suspects in their crime patterns. They will also accompany Parole and Probation on their home visits with violent offenders (VPI's). The Strategic Enforcement Officers will also coordinate with other agencies for apprehension strategies as well as coordinate with partner agencies and their crime analyst in identifying high profile offenders. They will also assist the State's Attorney's Office and lead investigators in monitoring cases through adjudication. They will also assure intelligence on High Priority Offenders has been disseminated to the State's Attorney's Office for critical judicial stages. Our Strategic Enforcement Officers are also responsible for leading the law enforcement discussion at our monthly call-ins. This is a unique opportunity for them to lead a discussion about their role in the criminal justice system and allow the call-in attendees to ask them questions. This creates an environment where our law enforcement officers can be seen in a positive light, rather than creating a hostile environment. It is a very unique experience for both the officers and the attendees.

Member 3- Safety/Security Specialist

----Entity: Washington County Public Schools

----Primary Role: The primary role of Washington County Public Schools (WCPS) is collaboration with law enforcement through the School Resource Officer (SRO) program.

-----Goals for which this entity is the lead agency-

Identify and prioritize Offenders:

-----WCPS promotes collaboration under reportable offense legislation which gives police the authority to identify violent offenders and gives police the authority

----Supervise and Contain Priority Offenders: WCPS provides funding for 4 full-time SROs and one part-time position. The officers' proactive interaction with students, including those identified as violent offenders, fosters a safer school environment for students, staff, and the community.

----Identify and Enforce Suspended and Truant Children: WCPS and the SROs work to identify those children who repeatedly choose not to attend school. WCPS and the SROs regularly review avenues to reduce truancy.

Member 4- Case Management Specialist (Maryland Correctional Training Center)

----Entity: Maryland Department of Public Safety and Corrections

----Role: Will release information from all MD DOC to Hagerstown/and Hagerstown area, specifically the 21740-21742-21741 area codes. They also partner to provide intelligence and behavior information of each release in regards to violence (while they were incarcerated). The Department of Corrections also agreed to assist in investigations by reviewing visitor logs telephone calls.

Member 5- Senior Agents

----Entity: Maryland Community Supervision and Corrections (formerly Division of Parole and Probation)

----Primary Role: The primary role of the Senior Agents is the supervision of VPI offenders, violating those who fail to abide by the conditions of their parole or probation. This agency is the lead in Identify and Prioritize Offenders. The Senior Agents attend the Hagerstown Police Department's biweekly Compstat meetings, providing notes and intelligence on high priority offenders, and participates in problem solving collaboration related to the VPI. The Senior Agents serve as the liaison to Safe Streets staff regarding offenders identified by other Community Supervision and Corrections agents as potential high priority offenders. The Senior Agents collaborate with Safe Streets staff to designate high priority offenders.

----Supervise and Contain Priority Offenders: Currently the Senior Agents are members of the local HEAT (Heightened Enforcement and Accountability Treatment) team, which focuses on VPI offenders who are on parole or probation. The Senior Agents coordinate parolee and probationer home visits with the HEAT team. The Senior Agents use Community Supervision and Corrections intelligence to assist law enforcement with locating high priority offenders who are wanted.

----Identify and Prioritize Offenders: The Senior Agents collaborate with Safe Streets Staff to identify high priority offenders who have violated parole or probation, and obtains Violation of Probation warrants.

----Establish Watch Center Model: The Senior Agents assist the States Attorney's Office with their prosecution of high priority offenders.

Member 6: Case Management Specialist

----Entity: Maryland Department of Juvenile Services

----Role: To provide Juvenile VPI information. Supply case notes/intelligence on High Priority Offenders. Attend Compstat and other related meetings. Help develop High Priority Offenders with Safe Streets staff. They also coordinate home visits with Juvenile Services staff and the police. Juvenile Services also works with the States Attorney's Office on prosecuting High Priority Offenders.

Member 7- Nuisance Abatement Attorney, Deputy State's Attorney, Violent Crime Attorney

----Entity: State's Attorney for Washington County

----Primary Role: The primary role of the State's Attorney is to employ proactive prosecution strategies and tactics aimed at high priority offenders identified through the Safe Streets collaborations.

----Goals for which this entity is the lead agency: Establish Prosecution Strategy for Priority Offenders. Track Prosecutions of Priority Offenders, Identify and Prioritize Offenders.

Supervise and Contain Priority Offenders:

-----Assigning experienced Circuit Court prosecutors to all major crimes during the first 24 hours of investigation, with that same prosecutor following the case through its conclusion with a conviction (vertical prosecution).

-----Frequently reviewing known high priority offenders' criminal histories to prosecute violations of "unsupervised" probation.

-----Concentrating of subsequent offender notification to enable the courts to impose significant and often mandatory, on parole eligible sentences for violent criminals.

-----Identifying criminals who are also victims of crime to compel their testimony by using their parole and probation status to overcome the "stop-snitching" atmosphere that pervades the criminal milieu.

-----Attending the Compstat process and using the data to support targeted enforcement.

-----Aggressively seeking bail on violent offenders to prevent the released of those offenders pending any case charged.

--Nuisance Abatement:

-----Continue to use drug nuisance abatement as an educational tool for landlords to exclude known criminals from their properties.

-----Continue to notify judges during bond review hearings the points ranking of High Priority Offenders.

Member 8- Inspections Manager

----Entity: City of Hagerstown, Planning and Code Administration Division (PCAD)

----Primary Role: The primary role of the PCAD is to ensure compliance with the property maintenance provisions of the City Code, including properties with high risk to public safety.

----Goals for which this entity is the lead agency:

Nuisance Abatement:

-----PCAD will partner with the Hagerstown Police Department to identify addresses within the Safe Streets area that are high risk to public safety due to property maintenance violations of the City Code.

-----PCAD will enforce the property maintenance provisions of the City Code to ensure property maintenance violations relate to crime is abated.

-----The Hagerstown Police Department has provided training to Code enforcement staff in CPTED principles to assistance property owners with property maintenance violations and crime reduction.

-----PCAD will participate in the CPTED Team involving the planning stage of new projects involving development of housing, parks, and other re-development concepts to preemptively reduce crime in those areas.

Member 9- Resident Agent in Charge (RAC)

----Entity: Drug Enforcement Administration, Hagerstown Resident Office

----Primary Role: The primary role of the DEA's Hagerstown Resident Office is participation in the Washington County Narcotics Task Force, bringing federal investigative resources in a collaborative effort to combat illegal drug trafficking and related crimes.

----Goals for which this entity is the lead agency: They will also help to Identify and Prioritize Offenders; Supervise and Contain Priority Offenders; and Establish Prosecution Strategy for Priority Offenders. The DEA's Hagerstown Resident Office will assist the local law enforcement with investigations of high priority offenders as identified by the Safe Streets coalition.

Member 10- Task Force Coordinator (MSFTF-Martinsburg Division)

----Entity: U. S. Marshals Service, Mountain State Fugitive Task Force

----Primary Role: The primary role of the MSFTF is to assist local law enforcement with locating and apprehending violent offenders and gang members who have outstanding state and/or federal arrest warrants.

----Goals for which this entity is the lead agency-: Supervise and Contain Priority Offenders;

Identify and Prioritize Warrants:

-----The MSFTF uses federal investigative resources to supplement Hagerstown Police Department resources in order to locate VPI offenders who are wanted on state and/or federal arrest warrants.

-----The MSFTF has deputized HPD officers, which allows them to cross jurisdictional boundaries while participating in apprehension investigations and operations.

Member 11- Detective Sergeant

----Entity: Maryland State Police, Hagerstown Barrack

----Primary Role: The primary role of the Maryland State Police will be information sharing through the Western Maryland Information Center and deployment of the State Apprehension Team to assist in locating and apprehending offenders.

Goals for which this entity is the lead agency-

-----Identify and Prioritize Offenders: aid in the efficient sharing of information between law enforcement agencies and partners in the criminal justice system.

-----Identify and Prioritize Warrants: employ the resources of the MSP State Apprehension Team to assist in locating offenders who evade conventional attempts to apprehend them.

Member 12- Special Operations Supervisor

----Entity: Washington County Detention Center (Washington County Sheriff's Office)

----Primary Role: The primary role of the Washington County Detention Center is intelligence gathering and sharing related to high priority offenders who are and have been incarcerated at that facility. The Special Operations Supervisor will also continue to attend bi-weekly Compstat meetings as part of the Watch Center model. They will also work with stakeholders in identifying High Priority Offenders as well as provide intelligence on High Priority Offenders as gathered from the Detention Center. They will also gather intelligence from the other stakeholders regarding incoming detainees and partner with investigators on communications, by phone or through visitor logs during investigations. Finally they will also assist police agencies and SAO during prosecution by providing testimony from necessary staff.

----Goals for which this entity is the lead agency:

-----Identify and Prioritize Offenders and also Supervise and Contain Priority Offenders: The Special Operations Supervisor uses established monitoring tactics to gather intelligence on high priority offenders, including but not limited to background information, address history, known associates, inmate visitors, and gang affiliation. The Special Operations Supervisor attends the HPD Compstat

meetings, shares the above intelligence information, and collaborates with other Safe Streets partners to assist their efforts toward identifying, prioritizing, supervising and containing high priority offenders.

Member 13- Criminal Investigations Unit Supervisor

---Entity: Washington County Sheriff's Office (WCSO)

---Primary Role: The primary role of the Washington County Sheriff's Office is collaborating with the other Safe Streets partners to identify, investigate, apprehend, and prosecute high priority offenders.

--- Goals for which this entity is the lead agency:

-----Identify and Prioritize Offenders: The WCSO will continue sharing information that will identify and prioritize offenders that need to be watched and targeted within the Safe Streets area. They will also participate in the HPD Compstat meeting, and include HPD personnel in the WCSO Compstat meetings, to facilitate the sharing of information regarding high priority offenders.

-----Supervise and Contain Priority Offenders: The Sheriff's Office will also work with other partners to build cases against priority offenders to get into custody.

-----Identify and Prioritize Warrants: They will utilize the Washington County Warrant Task Force to prioritize the service of warrants for high priority offenders and those identified by the Violence Prevention Initiative.

-----Train Patrol on Safe Streets Strategies: The Sheriff's Office will also train deputies on the techniques and tools needed to make the Safe Streets Program successful.

-----Identify and Enforce Suspended and Truant Children: The Sheriff's Office will continue to utilize School Resource Deputies as partners with Washington County Public Schools to identify suspended and truant children, and enforce school attendance laws.

Member 14- United States Attorney

---Entity: United States Attorney's Office, District of Maryland

---Goals for which this entity is the lead agency-

-----Identify and Prioritize Offenders;

-----Supervise and Contain Priority Offenders;

-----Establish Prosecution Strategy for Priority Offenders;

-----Identify and Prioritize Warrants:

Using the existing Maryland EXILE initiative, The U. S. Attorney's Office will collaborate with local law enforcement and prosecutors in the Safe Streets coalition to identify cases that will be appropriate for federal prosecution.

Member 15- Director of Security

---Entity: The Housing Authority of the City of Hagerstown

---Primary Role: The primary role of the Hagerstown Housing Authority's Director of Security is collaboration with other partners and stakeholders in an effort to identify and located high priority VPI offenders that are or have been in public housing areas.

---Goals for which this entity is the lead agency:

-----Identify and prioritize Offenders:

HHA provides to the Hagerstown Police Department tenant rosters, trespass lists, and intelligence gleaned from several extensive databases.

HHA forwards to the Hagerstown Police Department reports on crime or suspicious activity from its security database.

HHA receives from the Hagerstown Police Department various police reports which provide information used by HHA's to focus efforts on improvement of its communities.

HHA receives from the Hagerstown Police Department various police reports which provide information used by HHA's to focus efforts on improvement of its communities.

HHA attends HPD's biweekly Compstat meetings, providing information and problem solving collaboration related to the VPI.

-----Supervise and Contain Priority Offenders:

HHA utilizes the exchange of information with the police department to evict problem households and improve the quality of life for residents.

-----Identify and Enforce Suspended and Truant Children:

HHA forwards to the Hagerstown Police Department reports on health and safety-related issues, including child neglect and truancy.

Member 16- Auxiliary Police:

----Entity: Hagerstown Police Department

----Primary Role: Their main role is to supplement patrol in various actions.

High visibility walking downtown ambassadors

Supplemental unit for police department

Handle CPTED studies of residences after burglaries have been committed

Conduct neighborhood canvasses after specific crime series have occurred

Handle nearly all traffic control at events /accident scenes/fires/etc.

Monitor closed circuit camera system

Assist officers on accident scenes/exchanging involved persons information

Work front desk/lobby of police department after normal working hours

This unit is an unarmed uniform unit assigned to the patrol function of the police department. This unit is manned by both volunteers and part time paid employees. The primary function is to supplement patrol in handling a variety of actions/activities as designed, but not limited to the list above.

Member 17- Citizens on Patrol

----Entity: Hagerstown Police Department

----Primary Role: Their main role is to patrol city streets looking for suspicious or criminal activity.

Conduct high visibility patrols of specific neighborhoods

Notify police of possible criminal/suspicious activity

Additional eyes/ears for police department

This unit is a voluntary citizen unit made up of persons who work in small groups driving/patrolling the city in specially marked cars looking for criminal/suspicious activity. This unit works and has direct contact with a uniformed patrol officer who monitors the request for police intervention.

Member 18-Turning Point, Washington County Health Department (Mental Health specialists)

-----Turning Point, Washington County Health Department

-----Primary Role: Their main role is to attend HEAT meetings and collaborate with other agencies in identifying and locating High Priority Offenders that are or could be candidates for mental health and substance abuse treatment/services.

---Identify those HPOs that are in treatment or have been in treatment.

---Collaborate with our HPD Officer assigned to mental health and substance abuse enforcement to provide needed services to offenders.

---These agencies are also part of our monthly call-ins where they provide mental health services, addictions counseling, housing opportunities, and employment services to our HPOs.

Member 19-Re-Entry Coordinator and Gatekeepers

---For our VPI call-ins, we have partnered with our local Re-Entry Coordinator and an organization known as Gatekeepers. The mission of Gatekeepers is to motivate, empower, and encourage ex-offenders through mentoring services by challenging them to make positive decisions and ultimately help facilitate the process of a successful transition back to their communities. This is primarily because ex-offenders may not have many people in their network that are role models to aid them in their efforts. At Gatekeepers, they are dedicated to helping people overcome obstacles standing in their way to achieving success and reaching their life goals.

The Re-Entry Coordinator and Gatekeepers have become a crucial part of maintaining success for offenders and our HPOs that are re-entering our community. They collaborate to make the community resource part of our VPI call-in program more successful.

Both the Re-Entry Coordinator and Gatekeepers follow up with the VPI call-in attendees to help them stay on a positive track during their re-entry, thus helping to reduce criminal recidivism. This has worked well because we have on 1 Re-Entry Coordinator in our county so the help he receives from organizations like Gatekeepers helps to shorten gaps in the follow up part of re-entry. Both do a number of things to accomplish this goal, including helping ex-offenders get jobs, housing, schooling, and offering mentoring support. Ultimately they stay connected with the offenders following the same philosophy as Safe Streets. The offenders know they will be contacted and held accountable. This partnership has broadened our Safe Streets reach of tracking offenders.

MDSS - Accountability & Management

Operations/Accountability Structure:

The Hagerstown Police Department's Safe Streets Program Coordinator will be responsible for managing the Safe Streets initiative. The Coordinator will bring Coalition partners together to share information and develop operational strategies. The Coordinator and the Project Director are responsible for making sure strategies are being implemented. The Coordinator and Project Director are also responsible for following-up with Coalition partners to ensure everyone knows what role they play in accomplishing tasks. The Crime Analyst manages data and crime trends, and works with the Coordinator to bring this information to the attention of Coalition members. The Coordinator will manage performance measures, and use data collected by the Crime Analyst to do so. To ensure that intelligence sharing is happening and performance measures are being met, the Coordinator will hold bi-weekly Coalition meetings.

The Management structure for the coalition membership will be used for both operational and information sharing. The organizations and associated members for our collaborative effort are listed.

- 1 –Crime Analyst
- 2- Governor's Office of Crime Control and Prevention
- 3- Hagerstown Police Department-City of Hagerstown
- 4- Housing Authority of the City of Hagerstown
- 5- Maryland Department of Juvenile Services
- 6- Maryland Department of Parole and Probation
- 7- Maryland Department of Public Safety and Corrections- DOC
- 8- Maryland State Police
- 9- Washington County Detention Center
- 10- Washington County Public Schools (Board of Education)
- 11- Washington County Sheriff's Office
- 12- Washington County State's Attorney's Office
- 13- United States Drug Enforcement Agency
- 14- United States Marshal's Office
- 15- Hagerstown Police Department Auxiliary Police Unit
- 16- Hagerstown Police Department Citizens on Patrol Unit
- 17-Turning Point, Washington County Health Department (Mental Health Specialists)
- 18-Re-Entry Coordinator and Gatekeepers

MDSS - Crime Prevention through Environmental Design (CPTED)

N/A

MDSS - Timeline

Performance Measures and Key Tasks

Safe Streets FY 2016

Personnel/Agency Responsible for Completion

1st

Qtr

2nd

Qtr

3rd

Qtr

4th

Qtr

Identify and Prioritize Offenders

X

X

X

X

All Coalition Partners, Crime Analyst, Coordinator

Supervising and containing High Priority Offenders

X

X

X

X

Coordinator, Hagerstown Police Department, Strategic Enforcement Officers, School Resource Officers, Community Supervision and Corrections, Department of Juvenile Services, Washington County Board of Education, Washington County State's Attorney's Office, Hagerstown Housing Authority, members of MARGIN, Inc.

Identifying and Prioritizing warrants

X

X

X

X

Coordinator, Crime Analyst, Joint Warrant Task Force, Strategic Enforcement Officers, Community Supervision and Corrections, Department of Juvenile Services, CID of Hagerstown Police Department, Washington County Sheriff's Office, and Maryland State Police, Washington County State's Attorney's Office, U.S. Attorney's Office

Establishing a Watch Center Model

X

X

X

X

Hagerstown City Police, Washington County Detention Center, Community Supervision and Corrections, Washington County State's Attorney's Office

Conduct Call-Ins

X

X

Coordinator, Hagerstown Police Department, Community Supervision and Corrections, Washington County State's Attorney's Office, Washington County Sheriff's Office

Train Patrol on Safe Streets

X

X

X

X

Strategic Enforcement Officers, Hagerstown Police Department's Training Unit, Coordinator, Crime Analyst, MARGIN, Inc.

Establish Prosecution Strategy for HPOs

X

X

X

X

Washington County State's Attorney's Office, Strategic Enforcement Officers, Community Supervision and Corrections, Department of Juvenile Services

Track Prosecutions of HPOs

X
X
X
X

Coordinator, Crime Analyst, Washington County State's Attorney's Office, Community Supervision and Corrections, Department of Juvenile Justice

Nuisance Abatement

X
X
X
X

Nuisance Abatement Attorney, Code Compliance, Hagerstown Police Department Communications Manager, Hagerstown Police Department, City of Hagerstown Planning Department, City Center Sector, Hagerstown Police Department's Crime-Free Multi-Housing Program Coordinator, Hagerstown Auxiliary Police, Citizens on Patrol

Implement Youth Crime Prevention

X
X
X
X

School Resource Officers, Washington County Board of Education, School Faculty and Staff, Coordinator, Hagerstown Police Department, Department of Juvenile Services, Department of Social Services, Department of Health and Mental Hygiene, Parents/Guardians, Community Support/Program Providers, Washington County State's Attorney's Office

Home Visits

X
X
X
X

Hagerstown Police Department, Coordinator, Department of Juvenile Services, Community Supervision and Corrections

Ensure Agencies are Equipped with Highest Level of Technology available

X

X

X

X

Hagerstown Police Department

Spending Plan

Personnel Costs:

Safe Streets Program Coordinator-Will be expended evenly in each quarter.

Crime Analyst-Will be expended evenly in each quarter.

Safe Streets Detectives- Will be expended as needed based on investigations and/or apprehension necessity.

Contractual Costs:

Assistant State's Attorney-Will be expended evenly in each quarter.

Other Contractual Service Funds-Will be expended as needed based on investigations and/or apprehension necessity.

Sustainability

If funding were to be terminated, the Hagerstown Police Department will still maintain the philosophy of the Safe Streets initiative. We are still implementing CPTED strategies, a successful and important part of our Safe Streets initiative that we still wanted to continue. However, without the current level of funding, we would be unable to maintain the program at the level it currently exists at. The Hagerstown Police Department would work with Coalition members to establish a partnership using existing personnel, and management decisions about the use of personnel would have to be made. The Hagerstown Police Department would actively seek funding from other grant sources to continue the program at its current and most successful level.

Person Completing the Project Narrative

Ashley Roush

Safe Streets Program Coordinator

Hagerstown Police Department

301-791-2628

aroush@hagerstownpd.org



Control Number:

2015-MS-0014

Project Budget

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	\$114,569.00	\$0.00	\$0.00	\$114,569.00
Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Contractual Services	\$46,456.00	\$0.00	\$0.00	\$46,456.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$161,025.00	\$0.00	\$0.00	\$161,025.00

Category A - Personnel



Control Number:

2015-MS-0014

	Description of Position	Priority	Salary Type	Funding Type	Total
1	Safe Streets Coordinator	1	Salary	Grant Funds	\$30,824.00
2	Safe Streets Coordinator	2	Fringe	Grant Funds	\$3,386.00
3	Crime Analyst	3	Salary	Grant Funds	\$28,236.00
4	Crime Analyst	4	Fringe	Grant Funds	\$2,123.00
5	Strategic Enforcement Officer #1	5	Salary	Grant Funds	\$20,000.00
6	Strategic Enforcement Officer #1	6	Fringe	Grant Funds	\$5,000.00
7	Strategic Enforcement Officer #2	8	Fringe	Grant Funds	\$5,000.00
8		14		Grant Funds	\$20,000.00
					\$114,569.00

1. The overall Safe Streets Program Coordinator is the person who is ultimately responsible for keeping the Coalition on track and the initiative moving forward. The Coordinator will be responsible for the overall operation and implementation of this project.
2. The overall Safe Streets Program Coordinator is the person who is ultimately responsible for keeping the Coalition on track and the initiative moving forward. The Coordinator will be responsible for the overall operation and implementation of this project.
3. The Primary role of the Crime Analyst is supportive in nature in gathering and analyzing pertinent crime data as it relates to violent and repeat offenders. The Crime Analyst is the MAJOR conduit for all information flow through the various collaborative elements. The Crime Analyst is involved with numerous goals applicable to this initiative.
4. The Primary role of the Crime Analyst is supportive in nature in gathering and analyzing pertinent crime data as it relates to violent and repeat offenders. The Crime Analyst is the MAJOR conduit for all information flow through the various collaborative elements. The Crime Analyst is involved with numerous goals applicable to this initiative.
5. The Strategic Enforcement Officer is assigned to the Hagerstown Police Department's Criminal Investigation Division Flex Unit. The SEO is an investigator who is assigned to work/assist violent offender cases with Criminal Investigation Division detectives. This officer is the primary lead from our department's standpoint in carrying out the apprehension responsibilities on High Priority Offender wanted subjects. The SEO will also investigate and charge High Priority Offenders when warranted and also be responsible for intelligence gathering of gang information, violent offender information, suspects in criminal investigations and assist the crime analyst in identifying High Priority Offender suspects in their crime patterns.
6. The fringe benefits provide the SEO with financial support.
7. Fringe benefits to financially support SEO 1.
8. This is the Salary for Strategic Enforcement Officer #2. For some reason, the grant management system will not allow me to write a description of the position, and it also does not reflect our budget total of 161,025.00. This position should also be priority 7, not 14.



	Contractual Services	Priority	Funding Type	Quantity	Cost / Unit	Total
1	Assistant State's Attorney	9	Grant Funds	1	\$0.00	\$41,456.00
2	Washington County Sheriff's Office-Overtime	10	Grant Funds	1	\$0.00	\$5,000.00
						\$46,456.00

1. The primary role of the State's Attorney is to employ proactive prosecution strategies and tactics aimed at high priority offenders identified through the Safe Streets collaborations. They will be assigned to all major crimes during the first 24 hours of investigation, with that same prosecutor following the case through it's conclusion with a conviction.
2. The WCSO overtime compensation is used to gather intelligence data, conduct warrant sweeps, and assist the crime analyst.

V. Civil Rights Requirements



Control Number:

2015-MS-0014

1. Civil rights contact person: Paulson, Karen - Civil Rights Contact
2. Organization: City of Hagerstown
3. Address: 50 North Burhans Boulevard
Hagerstown, MD 21740
4. Telephone Number: (301) 739-8577
5. Number of persons employed by the organization unit responsible for implementation of this grant: 19

Project Service Sites

Site 1

Service Site	Hagerstown Police Department
Apt. Suite, No. Street	50 N. Burhans Blvd.
City	Hagerstown
State & Zip	MD 21740



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 --

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;



Control Number:

2015-MS-0014

Certified Assurances**THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:**

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.

2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.

3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.

4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.

5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.

6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. § 704); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the

Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.

8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEO) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEO Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General <http://www.goccp.maryland.gov/grants/general-conditions.php> and Special Conditions.

10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.

11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eo/laws/title-vi.html>

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.

Signature of Authorized Official

5/14/15

Date

Holtzman, Mark - Chief of Police

Name and Title



Control Number:

2015-MS-0014

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.


As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant: Hagerstown Police Department
Address: 50 North Burhans Boulevard
Hagerstown, MD 21740 4661

Project Title: Safe Streets
Federal ID Number: 52-6000794

Authorized Representative: Holtzman, Mark - Chief of Police

Signature:


Signature of Authorized Official


Date

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

Topic:

Boiler Replacement - Emergency Purchase - Beaver Mechanical (Hagerstown, MD) \$42,200.00

Mayor and City Council Action Required:

Approval of emergency replacement of one of two boilers at City Hall

Discussion:

This is one of two boilers that provide heat to City Hall.

1) Department Manager: City Hall is served by two boilers. The older of the boilers has failed completely. Parts are obsolete for the 30 year old boiler. Beaver Mechanical is the current service provider for boiler maintenance. Due to the critical nature of heat for the building, Beaver has already been directed to replace the boiler. Estimated availability is 3 to 4 weeks + holiday delays. Expected completion date is January 2016. The remaining boiler will continue to operate and be replaced at a later time.

Financial Impact:

Cost estimated to be \$42,200. This is an unfunded cost.

Recommendation:

Approval of contract to Beaver Mechanical to furnish and install this boiler.

Motion:

na

Action Dates:

Purchase order has been generated and Beaver Mechanical directed to move forward due to the emergency nature of this work. Expected completion date is January 2016.

ATTACHMENTS:

File Name

Public_Works_Consent.pdf

Description

Consent Agenda

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Originating Department:	Public Works	By:	Eric B. Deike, Director				
Account Number:	4509003-5830	Account / Project Name:	M/R Machinery & Equip				
Budget Amount:	\$0	Account Balance:	\$0	Year:	15/16	CIP Control No.	0175
Unbudgeted \$:	\$42,200	Source of Funds:	General Fund				

Quantity	Description	Value
1 each	Boiler replacement – EMERGENCY PURCHASE	\$42,200.00

TOTAL VALUE OF PROJECT: \$42,200.00

ABOVE TO BE USED FOR:

This is one of two boilers that provide heat to City Hall.

Recommended Vendor:

Business Name:	Beaver Mechanical
Address:	61 West Lee Street
City, State:	Hagerstown, MD 21740-6092
Bid/Proposal/Quote No.:	Quote Dated Nov. 25, 2015

[illegible]

(1) **Department Manager:** City Hall is served by two boilers. The older of the boilers has failed completely. Parts are obsolete for the 30 year old boiler. Beaver Mechanical is the current service provider for boiler maintenance. Due to the critical nature of heat for the building, Beaver has already been directed to replace the boiler. Estimated availability is 3 to 4 weeks + holiday delays. Expected completion date is January 2016. The remaining boiler will continue to operate and be replaced at a later time.

EB DeLa 12/2/15

Signature / Date

total project not to
exceed \$50,000

(2) **Purchasing Agent:**

Recommend Approval.

Jason L. Miller 12/2/15

Signature / Date

(3) **Finance Manager:**

Recommend approval of this emergency purchase order. This item and purchase order have been processed within policy guidelines for emergency orders. The funding for this unexpected expense and repair will be from the FY16 Contingency (\$15 K - originally Miscellaneous Agency Contrib.) Remaining balance from general contingency

Michelle Hahn 12/3/15

Signature / Date

(4) **City Administrator's Recommendation:**

Recommend Approval

Valery A. Meiri 12/3/15

Signature / Date

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

Topic:

Water: Poly-Orthophosphate - Shannon Chemical Corporation (Exton, PA) \$56,640.00

Mayor and City Council Action Required:

Requested approval of the Water Division Consent Agenda Shannon Chemical Poly-Orthophosphate Purchase in the amount of \$56,640.

Discussion:

Corrosion Inhibitor performance chemical for compliance with the Lead and Copper Rule and is part of the Phase IV Willson Treatment Plant upgrades. This is a sole source purchase based on the MDE required Corrosion Inhibitor Study for potable water systems.

Water Division operating funds will be used to cover this expense. Adequate funds are available in account 52-70501-5329 for FY16 (\$150,000). Chemical will be included in the FY17 Operating Budget.

Financial Impact:

Adequate funds are available in account 52-70501-5329 for FY16 (\$150,000).

Recommendation:

Staff Recommended Approval

Motion:

Consent Agenda

Action Dates:

12/15/15 Regular Session

ATTACHMENTS:

File Name

Water_-_Poly_Orthophosphate.pdf

Description

Consent Form

Water Division

Shannon Chemical

Water_Division_Shannon_Chemical_POLY_ORTHOPHOSPHATE_Quote_121515_.pdf

POLY
ORTHOPHOSPHATE
Quote 121515

Approval For:	
Consent Agenda:	X
New Business:	

Unbudgeted: Willson Operating Budget

Above To Be Used For:

Purchase -- Operating Cash

Recommended Vendor:

Business Name: Shannon Chemical Corporation

Address: 602 Jeffers Circle

City, State: Exton, Pennsylvania 19341

Bid/Proposal/Quote No.: Sole Source - State Required Performance Chemical

Other Vendors:

[illegible]

Comments

Department Manager (required on all unbudgeted items):

Corrosion Inhibitor performance chemical for compliance with the Lead and Copper Rule and is part of the Phase IV Willson Treatment Plant upgrades. This is a sole source purchase based on the MDE required Corrosion Inhibitor Study for potable water systems.

Water Division operating funds will be used to cover this expense. Adequate funds are available in account 52-70501-5329 for FY16 (\$150,000). Chemical will be included in the FY17 Operating Budget.

Nancy Hausman

Water Operations Manager

December 1, 2015

Date

Purchasing Agent

Recommend Approval.

Joselyn Wille

Signature

12/4/15

Date

Finance Manager:

Recommend approval.

Michelle Ayler

Signature

12/4/15

Date

City Administrator's Recommendation:

Recommend Approval

Valerie A. Means

Signature

12/4/15

Date



Shannon Chemical Corp.
P.O. Box 376 Malvern, PA 19355 • Phone: (610) 363-9090 • Fax: (610) 524-6050

November 13, 2015

City of Hagerstown
51 W. Memorial Boulevard
Hagerstown, MD 21740

ATTN: Nancy Hausrath, Water Operations Manager

RE: Corrosion Inhibitor Contract – Calendar Year 2016

Dear Ms. Hausrath,

Per our recent discussions concerning the City's requirement for the SLI-5250 Corrosion Inhibitor, Shannon Chemical Corporation will continue to provide this specific inhibitor in the bulk quantities requested.

We submit this firm quotation for the calendar year 2016 at \$4.72 per gallon, delivered.

We appreciate the City's consideration and confidence as we work together to achieve and maintain compliance with the EPA Lead & Copper Rule.

Respectfully,

SHANNON CHEMICAL CORPORATION

Herb Spencer
Director, Technical Services
hspencer@shannonchem.com
Cell 610-451-5589

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

Topic:

Water: Replacement of Vehicle #216 - McCafferty Ford (Mechanicsburg, PA) \$84,463.00

Mayor and City Council Action Required:

Requested approval of the Water Division Consent Agenda Service Truck 216 Replacement in the amount of \$84,463.00.

Discussion:

To replace Service Truck 216 which was purchased in 2000 - this vehicle purchase has been delayed since FY13. Vehicle repair records between 2006 to current total \$15,400 - truck is currently inoperable requiring a new transmission (cost \$4,800 minimum) and the estimate to repair or replace the PTU is not available until the transmission is replaced. Truck has over 93,000 miles. Purchase --Operating Cash Pennsylvania Department of General Services Bid - COSTARS --in the amount of \$84,463.00.

Financial Impact:

Account number 52-85001-5840-C0117 has adequate funding of \$210,000 of operating cash available.

Recommendation:

Staff recommended approval

Motion:

Consent Agenda

Action Dates:

12/15/15 Regular Session

ATTACHMENTS:

File Name

Description

Water_-_Truck_216.pdf

Consent Agenda

Water_Division_Vehicle_Replacement_Form_Veh_216_121515.xls

Water Division Vehicle
Replacement Form Veh 216
121515

Water_Divison_Service_Truck_216_Repair_History_121515.pdf

Water Divison Service Truck
216 Repair History 121515

Approval For:	
Consent Agenda:	X
New Business:	

Quantity	Description	Value
1	Water Utility Service Truck (2016 Ford F550 4X2 Chas/C)	\$ 84,463.00
	Purchase --Operating Cash	
	TOTAL	\$ 84,463.00

To replace Service Truck 216 which was purchased in 2000 - this vehicle purchase has been delayed since FY13. Vehicle repair records between 2006 to current total \$15,400 - truck is currently inoperable requiring a new transmission (cost \$4,800 minimum) and the estimate to repair or replace the PTU is not available until the transmission is replaced. Truck has over 93,000 miles. Purchase --Operating Cash Pennsylvania Department of General Services Bid - COSTARS

Business Name: McCafferty Ford
Address: 6320 Carlisle Pike
City, State: Mechanicsburg, PA 17050
Proposal/Quote No.: Pennsylvania Department of General Services Bid - COSTARS

[illegible][illegible]

Comments

Department Manager (required on all unbudgeted items):

To replace Service Truck 216 which was purchased in 2000 - this vehicle purchase has been delayed since FY13. Pennsylvania Department of General Services Bid - COSTARS Vehicle repair records between 2006 to current total \$15,400 - truck is currently inoperable requiring a new transmission (cost \$4,800 minimum) and the estimate to repair or replace the PTU is not available until the transmission is replaced. Truck has over 93,000 miles. Purchase --Operating Cash

Nancy Hausman

Water Operations Manager

December 1, 2015

Date

Finance Department:

Recommend Approval.

Jason T. Miller

Signature

12/4/15

Date

Finance Manager:

Recommend approval. Funding was included in the FY16 approved budget from water operations to cover this purchase

Michelle Hopewell

Signature

12/4/15

Date

City Administrator's Recommendation:

Recommend Approval

Valerie G. Means

Signature

12/4/15

Date



CITY OF HAGERSTOWN
VEHICLE/EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION/JUSTIFICATION
FISCAL YEAR 2015/16

Department: Utilities Division: Water

Vehicle Call #: 216 Model Yr: 2000 Serial #: 1FDXF46F3YEE05067

Make: Ford F450 165SD 4x2 Model: Ford F450 165SD 4x2

Vehicle Description: Ford F450 Service Truck with 84" C.A. Chassis

Mileage/Hours: 93,000 Repair Costs to Date: \$15,400 (2006 to current)

of Service Orders: Condition: Poor

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)	Transmission needs replaced and the PTU is not operable. Cost estimate for transmission is \$4,800. Estimate to repair the PTU is not available until transmission is replaced.

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	Salvage Value: <u>\$5,000</u>
<input type="checkbox"/>	Junked	

Notes:

Prepared By: Nancy Hausrath Date: 12/2/2015

Search and Select:

Units	Unit - Unit Number	216 (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)

216 (Trucks) CMG							
RO Number	RO Stage		Date	Meter Reading		Mechanic/Vendor	
20670			9/22/2015			Mitch Leizear	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	027-000-000	\$0.00	\$285.66	\$285.66
		TRANSMISSION PLUS PTO					
			Routine Work	065-000-000	\$2,223.12	\$666.54	\$2,889.66
		WORK ON PTO AND TRANSMISSION PTO WIRING VALAVE					
Totals For 20670					\$2,223.12	\$952.20	\$3,175.32
20584			9/9/2015			Mitch Leizear	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$0.00	\$238.05	\$238.05
		PTO ISSUES PTO PUMP					
			Routine Work	MSC-000-000	\$74.86	\$95.22	\$170.08
		AIR COMPRESSOR					
Totals For 20584					\$74.86	\$333.27	\$408.13
20564			9/4/2015			Mitch Leizear	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$47.61	\$47.61
		WORKED ON AIR COMPRESSOR					
Totals For 20564					\$0.00	\$47.61	\$47.61
20024			6/19/2015			Mitch Leizear	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$83.19	\$186.72	\$269.91
		PERFORM B-PM REPLACED CARRIER BEARINGS					
Totals For 20024					\$83.19	\$186.72	\$269.91
18991			1/14/2015	93,892 Miles		Paul Yeager	

Repair Order History

11/17/2015 10:03:29 AM

Eastern Standard Time

216 (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	\$55.79	\$59.80	\$115.59
PERFORM B-PM.							
Totals For 18991					\$55.79	\$59.80	\$115.59

18390		9/18/2014	HAGERSTOWN AUTO				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	050-000-000	\$39.99	\$0.00	\$39.99
Totals For 18390					\$39.99	\$0.00	\$39.99

18256		9/4/2014	Scott Kiser				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$13.98	\$65.67	\$79.65
Replace tail light Make chain Weld valve tool							
Totals For 18256					\$13.98	\$65.67	\$79.65

17957		7/11/2014	Daniel Craigie				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$57.02	\$57.02
Performed dot							
Totals For 17957					\$0.00	\$57.02	\$57.02

17714		6/3/2014	90,805 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$40.77	\$59.80	\$100.57
PERFORM B-PM.							
Totals For 17714					\$40.77	\$59.80	\$100.57

17372		4/3/2014	Fisher Auto Parts				
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216 (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	034-000-000	\$6.72	\$0.00	\$6.72
Totals For 17372					\$6.72	\$0.00	\$6.72

17345		3/21/2014	T&R Tire				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$133.00	\$0.00	\$133.00
Totals For 17345					\$133.00	\$0.00	\$133.00

17119		2/24/2014	AUTO ELECTRIC				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$215.44	\$0.00	\$215.44
Totals For 17119					\$215.44	\$0.00	\$215.44

17127		2/24/2014	Scott Kiser				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	031-000-000	\$6.12	\$98.51	\$104.63
Road call. Install batteries. Top off fluid in compressor.							
Totals For 17127					\$6.12	\$98.51	\$104.63

16689		12/13/2013	87,614 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$53.87	\$59.80	\$113.67
PERFORM B-PM.							
Totals For 16689					\$53.87	\$59.80	\$113.67

Repair Order History

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216 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
16061		8/22/2013	85,704 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							
Totals For 16061					\$0.00	\$131.34	\$131.34
15727		6/26/2013	84,671 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$45.36	\$59.80	\$105.16
PERFORM B-PM.							
Totals For 15727					\$45.36	\$59.80	\$105.16
15185		3/29/2013		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	015-000-000	\$0.00	\$233.60	\$233.60
PERFORM FRONG END ALIGNMENT, INSTALLED CAMBER/CASTER BUSHING ON BOTH SIDES, SET TOE AND CENTERED STEERING WHEEL							
			Routine Work	MSC-000-000	\$0.00	\$28.51	\$28.51
Picked up frome hagerstown spring and took to water dept							
Totals For 15185					\$0.00	\$262.11	\$262.11
15135		3/22/2013	82,714 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$338.30	\$0.00	\$338.30
			Routine Work	PMS-000-000	\$25.69	\$149.50	\$175.19
PERFORM B-PM. ADD FLUID TO AIR COMPRESSOR AND TRANSMISSION. REPLACE TAILLAMP. TAKE TO MCCARTHYS FOR L/F TIRE.							
Totals For 15135					\$363.99	\$149.50	\$513.49
14427		11/16/2012	80,045 Miles	Paul Yeager			

Repair Order History

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Eastern Standard Time

216 (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	\$74.16	\$119.60	\$193.76
PERFORM B-PM. REPLACE FUEL AND AIR FILTERS. NEW FUEL FILTER LEAKED. REPLACE WITH ONE FROM NEXT DOOR. DEGREASE ENGINE COMPARTMENT.							
Totals For 14427					\$74.16	\$119.60	\$193.76

14071		9/19/2012	78,757 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.							
Totals For 14071					\$0.00	\$131.34	\$131.34

13483		6/12/2012		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	030-000-000	\$0.00	\$65.67	\$65.67
Go to water dept. to start truck,batt. dead. Found beacon light on. Charge batt.and start.							
Totals For 13483					\$0.00	\$65.67	\$65.67

13204		4/23/2012	76,631 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$61.54	\$119.60	\$181.14
PERFORM B-PM. STROBE INOP. CHECK. SWITCH BURNED UP. REPLACE BAD SWITCH AND WIRING.							
Totals For 13204					\$61.54	\$119.60	\$181.14

12890		2/23/2012		Fisher Auto Parts			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$3.20	\$0.00	\$3.20
Totals For 12890					\$3.20	\$0.00	\$3.20

12764		1/31/2012	75,053 Miles	Allen Taylor			
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Repair Order History

11/17/2015 10:03:29 AM

Eastern Standard Time

216 (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	034-000-000	\$0.00	\$131.34	\$131.34
		Lights on Utility body makes dash lights flicker sometimes.Checked all fuses and ckt. breakers and rsn lights. Could not get it to act up 2-2 Run lights and comp fan, found weak breaker and replace.					
			Routine Work	065-000-000	\$40.50	\$262.68	\$303.18
		Air comp. wont build air and bad oil leak under Truck. Found main air line fittings loose. Disconnect air lines and reseal all fittings Had to cut bracket to remove fittings.2-1 Finish up air line and reroute hose and run . No leak and builds air now.					
			Routine Work	60H-000-000	\$0.00	\$65.67	\$65.67
		Oil leak at Trans. and pto . Clean up all hoses and lines and tighten all fitting and hoses .No leak now					
Totals For 12764					\$40.50	\$459.69	\$500.19

12513		12/7/2011			Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$165.00	\$228.08	\$393.08
		Fixed wiring on strobe circuits. found bad fuse and strobe light. rewired and installed new strobe. replaced switch.					
Totals For 12513					\$165.00	\$228.08	\$393.08

12300			10/28/2011		Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$164.44	\$294.04	\$458.48
		Reinstalled seat. Replaced both batteries. REPAIR SEAT					
Totals For 12300					\$164.44	\$294.04	\$458.48

12249		10/21/2011			RESLEY TIRES		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$648.47	\$0.00	\$648.47
Totals For 12249					\$648.47	\$0.00	\$648.47

12241		10/20/2011	Allen Taylor			
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Repair Order History

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216 (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	070-000-000	\$0.00	\$65.67	\$65.67
Repair doors in back for not closing .Weld cracks in both doors							
Totals For 12241					\$0.00	\$65.67	\$65.67

12246		10/20/2011	73,543 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	\$176.45	\$245.38	\$421.83
DOT Inspection Replaced 3 tires and replaced rear brakes Fixed back doors.							
			Dot inspection	PMS-000-000	\$57.92	\$131.34	\$189.26
B-Maint							
Totals For 12246					\$234.37	\$376.72	\$611.09

11303		5/11/2011		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$6.63	\$114.04	\$120.67
Checked for compressor operation.Added fluid							
Totals For 11303					\$6.63	\$114.04	\$120.67

11290		5/11/2011	70,895 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$42.60	\$59.80	\$102.40
PERFORM B-PM.							
Totals For 11290					\$42.60	\$59.80	\$102.40

10742		2/1/2011		T&R Tire			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$261.23	\$0.00	\$261.23
Totals For 10742					\$261.23	\$0.00	\$261.23

10328		11/29/2010	68,390 Miles	Scott Kiser			
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216 (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
			Dot inspection	016-000-000	\$0.00	\$131.34	\$131.34
		Replace upper and lower balljoints left side.					
			Dot inspection	MSC-000-000	\$0.00	\$131.34	\$131.34
		DOT Inspection					
Totals For 10328					\$0.00	\$262.68	\$262.68

10020		10/6/2010	67,571 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$41.00	\$0.00	\$41.00
		PERFORM B-PM. REPLACE THROTTLE PEDAL ASSEMBLY. CHECK AUX FAN FOR AIR COMPRESSOR- INOP. CHECK FAN FOR OPERATION, WORKS WITH 12 V APPLIED. TRACE HARNESS AND FOUND BROKEN WIRE IN HARNESS. REPAIR WIRING.					
Totals For 10020					\$41.00	\$0.00	\$41.00

09924		9/14/2010		Hagerstown Ford			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$173.62	\$0.00	\$173.62
Totals For 09924					\$173.62	\$0.00	\$173.62

08860		3/30/2010	64,041 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$39.55	\$59.80	\$99.35
		PERFORM B-PM.					
Totals For 08860					\$39.55	\$59.80	\$99.35

08189		12/3/2009	61,494 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 08189					\$0.00	\$99.72	\$99.72

07930		10/27/2009	60,876 Miles	Allen Taylor			
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Repair Order History

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216 (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	030-000-000	\$205.08	\$203.97	\$409.05
Go to shed to start truck. Jump start truck and bring to shop. Replaced both batt. and repaired corroded wiring and replaced all batt. terminal bolts. Coat term. with nocorrode and check charging system. Truck starts now.							
Totals For 07930					\$205.08	\$203.97	\$409.05
07865		10/14/2009			Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$500.80	\$52.65	\$553.45
PICK UP AT TIRE SHOP.							
Totals For 07865					\$500.80	\$52.65	\$553.45
07860		10/14/2009	60,764 Miles		Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$53.27	\$110.86	\$164.13
PERFORM B-PM. REPLACE FUEL FILTER, AND MARKER BULB. TAKE TO RESLEY FOR TIRES.							
Totals For 07860					\$53.27	\$110.86	\$164.13
07840		10/9/2009	60,764 Miles		Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	030-000-000	\$225.43	\$99.72	\$325.15
Wont start at shed. Replace alternator and charge batteries.							
Totals For 07840					\$225.43	\$99.72	\$325.15
07476		8/7/2009			Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$4.22	\$194.01	\$198.23
CHECK COMPRESSOR OPERATION, ADD OIL. RUNS FINE. PLATE AND REPAIR REAR DOOR WHERE STOP BROKE OFF. CHECK LIGHT OPERATION IN REAR. ALL LIGHTS ARE WORKING. LENS IS CRACKED ON BOTH AND DIRECT REPLACEMENT IS UNAVAILABLE.							
Totals For 07476					\$4.22	\$194.01	\$198.23
06731		4/14/2009	58,400 Miles		Allen Taylor		

216 (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	034-000-000	\$20.16	\$150.88	\$171.04
		No lights in rear of truck. Found 2 bad lights and corroded conn. under bumper. Repaired all conn. and replaced all 4 lights in back. All lights work now.					
Totals For 06731					\$20.16	\$150.88	\$171.04

06663			4/1/2009		Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
					\$0.00	\$0.00	
Totals For 06663					\$0.00	\$0.00	

06556			3/13/2009	57,971 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$49.16	\$83.15	\$132.31
		PERFORM B-PM.					
Totals For 06556					\$49.16	\$83.15	\$132.31

06523			3/9/2009		Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$10.08	\$49.86	\$59.94
		Check and fill hydraulic air compressor at City Park					
Totals For 06523					\$10.08	\$49.86	\$59.94

06222			1/16/2009		Classic Glass		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$0.00	\$140.00	\$140.00
		REPLACED TINTED GLASS REAR WINDOW					
Totals For 06222					\$0.00	\$140.00	\$140.00

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216 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
06193		1/13/2009	56,315 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	\$36.36	\$99.72	\$136.08
DOT Inspection							
Totals For 06193					\$36.36	\$99.72	\$136.08

05737		10/29/2008	55,350 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	040-000-000	\$173.62	\$99.72	\$273.34
Road call. Would not idle up. Found throttle pedal defective replaced.							
Totals For 05737					\$173.62	\$99.72	\$273.34

05342		9/4/2008	54,656 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$40.02	\$83.15	\$123.17
PERFORM B-PM. REPLACE BLOWN MARKER BULBS.							
Totals For 05342					\$40.02	\$83.15	\$123.17

05171		8/5/2008		Classic Glass			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$109.00	\$109.00
16" X 30" green safety window							
Totals For 05171					\$0.00	\$109.00	\$109.00

04306		4/4/2008	51,691 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$48.95	\$91.66	\$140.61
PERFORM B-PM. REPAIR REAR MARKER LAMP ASSY.							
Totals For 04306					\$48.95	\$91.66	\$140.61

03986		2/21/2008		Paul Yeager			
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216 (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	040-000-000	\$13.79	\$45.83	\$59.62
ROAD CALL TO STADIUM, WON'T RUN. CHECK OIL. ADD 4 QTS, BRING TO SHOP AND TOP OFF WITH 3 MORE.							
Totals For 03986					\$13.79	\$45.83	\$59.62

03980		2/21/2008	50,640 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$68.75	\$68.75
PERFORM D.O.T. INSPECTION.							
Totals For 03980					\$0.00	\$68.75	\$68.75

03763		1/18/2008	49,902 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$50.53	\$99.72	\$150.25
Check all brakes, Install new front brake pads							
			Routine Work	065-000-000	\$10.08	\$49.86	\$59.94
Check air compressor operation was 4 qts low on fuilid Built 100psi							
Totals For 03763					\$60.61	\$149.58	\$210.19

03521		12/11/2007		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$149.97	\$49.86	\$199.83
Replace front strobe light							
Totals For 03521					\$149.97	\$49.86	\$199.83

03404		11/27/2007		Classic Glass			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$282.36	\$282.36
Replace windshield.							
Totals For 03404					\$0.00	\$282.36	\$282.36

02979		10/4/2007		Scott Kiser			
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216 (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	065-000-000	\$0.00	\$99.72	\$99.72
Check for air compressor overheating Found broken wire to cooling fan relay							
Totals For 02979					\$0.00	\$99.72	\$99.72

02973		10/3/2007	47,880 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$32.75	\$68.75	\$101.50
PERFORM B-PM. REPLACE MARKER BULB.							
Totals For 02973					\$32.75	\$68.75	\$101.50

02773		9/7/2007		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	065-000-000	\$0.00	\$95.69	\$95.69
Went to spruce st for road call. Hydraulic leak. Fluid overfilled and leaking out of air tube on compressor. Drained excess fluid .							
Totals For 02773					\$0.00	\$95.69	\$95.69

02674		8/28/2007	47,009 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$247.90	\$49.86	\$297.76
Install seat							
Totals For 02674					\$247.90	\$49.86	\$297.76

02632		8/21/2007	47,009 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$0.00	\$149.58	\$149.58
Install circuit breaker and intake air hose Repair oil leak at pto							
Totals For 02632					\$0.00	\$149.58	\$149.58

02613		8/17/2007		Scott Kiser			
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216 (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	065-000-000	\$15.30	\$99.72	\$115.02
		Check hydraulic air compressor not working found torn air intake hose; out of oil in compressor; dirty air filter and broken circirt breaker					
			Routine Work	070-000-000	\$0.00	\$99.72	\$99.72
		Remove seat take to Classic					
Totals For 02613					\$15.30	\$199.44	\$214.74

02714		8/17/2007	COMPRESS AIR				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$128.53	\$0.00	\$128.53
Totals For 02714					\$128.53	\$0.00	\$128.53

SYS02161		6/6/2007	Paul Yeager				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$37.98	\$37.98
		CHECK AND ADD FLUID (ATF) TO AIR COMP.					
Totals For SYS02161					\$0.00	\$37.98	\$37.98

SYS01803		4/9/2007	45,084 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$15.62	\$15.62
		REPLACE BAD BEACON AND INOP MARKER LIGHTS.					
Totals For SYS01803					\$0.00	\$15.62	\$15.62

SYS01802		4/9/2007	45,084 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$0.00	\$23.43	\$23.43
		PERFORM B-PM.					
Totals For SYS01802					\$0.00	\$23.43	\$23.43

SYS01644		3/15/2007	Scott Kiser				
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216 (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	\$55.88	\$55.88
		D.O.T. Inspection Install rear brakes					
Totals For SYS01644					\$0.00	\$55.88	\$55.88

SYS01630		3/14/2007	44,585 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$13.97	\$13.97
		D.O.T. Inspection					
Totals For SYS01630					\$0.00	\$13.97	\$13.97

SYS00945		11/15/2006	41,941 Miles				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$0.00	\$31.24	\$31.24
		PICK UP AT H-FORD. PERFORM B-PM. REPLACE FUEL FILTER.					
Totals For SYS00945					\$0.00	\$31.24	\$31.24

SYS00298		7/13/2006	39,159 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	\$27.94	\$27.94
		Check clicking noise under dash Found jack hammer shorting out wiring for air compressor					
Totals For SYS00298					\$0.00	\$27.94	\$27.94

SYS00258		7/5/2006	39,064 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$15.65	\$15.65
		Go get truck at Hagerstown Ford					
Totals For SYS00258					\$0.00	\$15.65	\$15.65

SYS00243		6/29/2006		Scott Kiser			
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216 (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	040-000-000	\$0.00	\$20.96	\$20.96
			1. Road call 2. Stalls, sent to Hagerstown Ford to repair, Was there 4-27-06 for same problem					
Totals For SYS00243						\$0.00	\$20.96	\$20.96
SYS00244				6/29/2006				
Vendor (Invoice)		Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
				Routine Work	040-000-000	\$0.00	\$19.01	\$19.01
Totals For SYS00244						\$0.00	\$19.01	\$19.01
Totals						\$7,328.51	\$8,069.05	\$15,397.56
Grand Totals						\$7,328.51	\$8,069.05	\$15,397.56

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

Topic:

Water: Replacement of Vehicle #217 - McCafferty Ford (Mechanicsburg, PA) \$48,159.00

Mayor and City Council Action Required:

Requested approval of the Water Division Consent Agenda Service Truck 217 Replacement Purchase in the amount of \$48,159 --Operating Cash

Discussion:

To replace Service Truck 217 which was purchased in 1999 - this vehicle purchase has been delayed since FY12. Vehicle repair records between 2006 to current total \$19,900. Truck has over 107,000 miles. Purchase --Operating Cash Pennsylvania Department of General Services Bid - COSTARS

Financial Impact:

Account number 52-85001-5840-C0117 currently has an account balance of \$210,000 funded by operating cash

Recommendation:

Recommended staff approval

Motion:

Consent Agenda

Action Dates:

12/15/15 Regular Session

ATTACHMENTS:

File Name

Water_-_Truck_217.pdf

Water_Division_Vehicle_Replacement_Form_Veh_217_121515.xls

Water_Divison_Service_Truck_217_Repair_History_121515.pdf

Description

Consent Agenda

Water Division Vehicle
Replacement Form Veh 217
121515

Water Divison Service Truck
217 Repair History 121515

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

Quantity	Description	Value
1	Water Utility Service Truck (2017 Ford F350 4X2 Chas/CS with Crane)	\$ 48,159.00
	Purchase --Operating Cash	
	TOTAL	\$ 48,159.00

To replace Service Truck 217 which was purchased in 1999 - this vehicle purchase has been delayed since FY12. Vehicle repair records between 2006 to current total \$19,900. Truck has over 107,000 miles. Purchase --Operating Cash Pennsylvania Department of General Services Bid - COSTARS

Business Name: McCafferty Ford
Address: 6320 Carlisle Pike
City, State: Mechanicsburg, PA 17050

[illegible]

Comments

Department Manager (required on all unbudgeted items):

To replace Service Truck 217 which was purchased in 1999 - this vehicle purchase has been delayed since FY12. Vehicle repair records between 2006 to current total \$19,900. Truck has over 107,000 miles. Purchase --Operating Cash Pennsylvania Department of General Services Bid - COSTARS

Nancy Hausman

Water Operations Manager

December 1, 2015

Date

Finance Department:

Recommend Approval.

Jason L. Miller

Signature

12/4/15

Date

Finance Manager:

Recommend approval. Funding was included in the FY16 approved budget from water operations to cover this purchase.

Michelle K. Kline

Signature

12/3/15

Date

City Administrator's Recommendation:

Recommend Approval

Valerie A. Means

Signature

12/4/15

Date



CITY OF HAGERSTOWN
VEHICLE/EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION/JUSTIFICATION
FISCAL YEAR 2015/16

Department: Utilities Division: Water

Vehicle Call #: 217 Model Yr: 1999 Serial #: 1GBGC24R8XF069847

Make: Chevrolet 3/4-T Model: 3/4-Ton Utility Truck with Crane

Vehicle Description: 3/4-Ton Utility Truck with Crane

Mileage/Hours: 93,000 Repair Costs to Date: \$19,900 (2006 to current)

of Service Orders: 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 type="checkbox"/>	Other (explain in detail)

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: \$7,500

Notes:

Prepared By: Nancy Hausrath Date: 12/2/2015

Search and Select:

Units	Unit - Unit Number	217 (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)

217 (Trucks) CMG

RO Number	RO Stage		Date	Meter Reading		Mechanic/Vendor		
20663			9/23/2015	107,435 Miles		Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
			Routine Work	PMS-000-000	\$18.11	\$68.61	\$86.72	
		PERFORM B-PM.						
Totals For 20663					\$18.11	\$68.61	\$86.72	
20198			7/13/2015			Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
			Routine Work	032-000-000	\$0.00	\$57.02	\$57.02	
		ROAD CALL REPLACED BATTERY						
Totals For 20198					\$0.00	\$57.02	\$57.02	
20163			7/7/2015			Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
			Routine Work	032-000-000	\$0.00	\$57.02	\$57.02	
		ROAD CALL, JUMP START AND CHECK CHARGING SYSTEM						
Totals For 20163					\$0.00	\$57.02	\$57.02	
18657			11/6/2014			Fisher Auto Parts		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
			Routine Work	043-000-000	\$129.04	\$0.00	\$129.04	
Totals For 18657					\$129.04	\$0.00	\$129.04	
18472			10/10/2014			Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
			Routine Work	034-000-000	\$126.85	\$114.04	\$240.89	
		Replaced strobe and fixed wiring						
Totals For 18472					\$126.85	\$114.04	\$240.89	
18404			10/1/2014	104,819 Miles		Paul Yeager		

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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	PMS-000-000	\$16.49	\$59.80	\$76.29
PERFORM B-PM.							
Totals For 18404					\$16.49	\$59.80	\$76.29

18033		7/23/2014		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	052-000-000	\$18.39	\$114.04	\$132.43
fixed battery connections.							
Totals For 18033					\$18.39	\$114.04	\$132.43

17975		7/10/2014		Fisher Auto Parts			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$23.33	\$0.00	\$23.33
Totals For 17975					\$23.33	\$0.00	\$23.33

17549		5/5/2014		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	043-000-000	\$1,784.57	\$952.22	\$2,736.79
Check engine light on order exh. from next door pull old system off.5-15 Try to install new system nothing would fit. Pull new stuff off and take back next door. 5-16 Install complete new exhaust system and road test .							
heck engine light on. Check codes and pull exhaust system off. 5-7 Order parts							
Totals For 17549					\$1,784.57	\$952.22	\$2,736.79

17505		4/23/2014	102,585 Miles	Allen Taylor			
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$229.85	\$229.85
		Pass. window will not go up or down . Pull panel and found reg. bent up. 4-25 Replace window reg and straighten window track.					
			Routine Work	013-000-000	\$220.45	\$689.54	\$909.99
		Brakes pull hard to right . Pull all wheels and check all brakes.Rear brakes way out of adj. 4-24 Pull front calipers and replace both calipers and both front brake hoses . Clean up rear drums and have to replace rear wheel studs . 4-28 Install 5 new studs and put drums back on and adj. rear brakes.					
Totals For 17505					\$220.45	\$919.39	\$1,139.84

16767		12/23/2013		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$6.64	\$131.34	\$137.98
		Check engine light came back on. Checked all codes and found 1 for lean bank . Checked and replaced fuel filter and added fuel inj, cleaner. Cleared codes and drive several times.					
Totals For 16767					\$6.64	\$131.34	\$137.98

16516		11/6/2013	101,544 Miles	Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$705.44	\$0.00	\$705.44
			Routine Work	043-000-000	\$0.00	\$228.08	\$228.08
		replaced 02 sensors and fixed mounting holes.					
			Routine Work	PMS-000-000	\$438.63	\$114.04	\$552.67
		performed service and replaced wiper blades.					
Totals For 16516					\$1,144.07	\$342.12	\$1,486.19

15657		6/13/2013		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	79H-000-000	\$53.25	\$114.04	\$167.29
		Replaced wiper motor and checked operation.					
Totals For 15657					\$53.25	\$114.04	\$167.29

15609		6/6/2013	98,626 Miles	Paul Yeager			
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$21.54	\$59.80	\$81.34
PERFORM B-PM.							
Totals For 15609					\$21.54	\$59.80	\$81.34

15323		4/22/2013		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$12.37	\$29.90	\$42.27
ADD OIL AND COOLANT. AIR REAR TIRES.							
Totals For 15323					\$12.37	\$29.90	\$42.27

13881		8/21/2012		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$48.00	\$197.01	\$245.01
Repair rear bumper. Make brackets weld to bumper and install vise.							
Totals For 13881					\$48.00	\$197.01	\$245.01

13844		8/16/2012	95,506 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$83.30	\$328.35	\$411.65
Install new strobe lights front and rear and wire for safety.							
			Routine Work	PMS-000-000	\$56.50	\$131.34	\$187.84
B-maint, Replace front brake pads.							
Totals For 13844					\$139.80	\$459.69	\$599.49

13081		4/2/2012		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$279.48	\$57.02	\$336.50
Fixed strobe							
Totals For 13081					\$279.48	\$57.02	\$336.50

13061		3/27/2012		Daniel Craigie			
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$57.02	\$57.02
		Road call replaced battery					
Totals For 13061					\$0.00	\$57.02	\$57.02

12406		11/21/2011	92,370 Miles	Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$267.79	\$171.06	\$438.85
		performed b maintenance replaced alt and belt replaced strobe light and mounted new bigger lkight					
Totals For 12406					\$267.79	\$171.06	\$438.85

11651		7/15/2011		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$7.63	\$0.00	\$7.63
Totals For 11651					\$7.63	\$0.00	\$7.63

11608		7/5/2011		RESLEY TIRES			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$253.44	\$0.00	\$253.44
Totals For 11608					\$253.44	\$0.00	\$253.44

11583		7/5/2011	89,990 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$11.41	\$89.70	\$101.11
		PERFORM B-PM. REMOVE FRONT TIRES AND SEND OUT FOR REPLACEMENT. CHECK BRAKES,OK.					
Totals For 11583					\$11.41	\$89.70	\$101.11

09959		9/27/2010	87,462 Miles	Allen Taylor			
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$48.03	\$65.67	\$113.70
		Inside door handle broke. Go to Hoffmans and get . Pull door panel and replace and put door panel back on.					
Totals For 09959					\$48.03	\$65.67	\$113.70

09443			7/6/2010		Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$125.10	\$125.10
		Test for check engine light code p1345 in memory Ran test and adjusted dist. to -2° Road test					
Totals For 09443					\$0.00	\$125.10	\$125.10

09430			7/2/2010	86,626 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$53.16	\$119.60	\$172.76
		PERFORM B-PM. REPLACE SERPENTINE BELT. BRAKES OK.					
Totals For 09430					\$53.16	\$119.60	\$172.76

08625			2/19/2010	85,039 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	\$30.18	\$30.18
		Replace pass. side mirror					
Totals For 08625					\$0.00	\$30.18	\$30.18

08612			2/18/2010		ADVANCE AUTO		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$50.99	\$0.00	\$50.99
Totals For 08612					\$50.99	\$0.00	\$50.99

08112			11/23/2009		Daniel Craigie		
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$37.46	\$91.66	\$129.12
		Replaced flasher to fix turn signals. Cleaned pulleys and replaced serp belt for noise.					
Totals For 08112					\$37.46	\$91.66	\$129.12
07106			6/9/2009	82,629 Miles	Allen Taylor		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$30.39	\$120.70	\$151.09
		Perform B-Maintenance Changed fuel filter and trans fluid					
Totals For 07106					\$30.39	\$120.70	\$151.09
07105			6/8/2009	82,629 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 pass. door panel and repair dent in door and reinstall panel.					
			Routine Work	040-000-000	\$0.00	\$60.35	\$60.35
		Road test truck and recheck for oil leaks.					
Totals For 07105					\$0.00	\$301.75	\$301.75
07087			6/4/2009	82,625 Miles	Allen Taylor		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$301.75	\$301.75
		Engine leaks oil. Clean off engine and replace left side valve cover gasket .Clean old oil off oil pan to see other oil leaks.					
			Routine Work	042-000-000	\$64.56	\$301.75	\$366.31
		Water pump leaking. Drain rad. and start pulling pump. 6-5 Finish replacing water pump and replace t-stat.					
Totals For 07087					\$64.56	\$603.50	\$668.06
06975			5/18/2009		Daniel Craigie		

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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	\$45.83	\$45.83
Installed seat and test drove to check brakes.							
Totals For 06975					\$0.00	\$45.83	\$45.83

06971		5/15/2009		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$397.92	\$397.92
picked up seat from classic CLASSIC: REPAIR AND REPAD SEAT							
Totals For 06971					\$0.00	\$397.92	\$397.92

06959		5/13/2009		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$195.86	\$724.20	\$920.06
Floor mat on drivers side has hole in it +floor is rusted bad. Pull up mat and grind and treat floor and prime and paint. Also took seat to be repaired . 5-14 Finish up floor and repair floor mat and put all trim back down. Replace front rotors and pads and repack front bearings and replace seals and rotate tires and adjust rear brakes.							
Totals For 06959					\$195.86	\$724.20	\$920.06

06887		5/4/2009	82,206 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$301.75	\$301.75
Inspect Truck to see what is needed to keep in service . Road test and make list. Pull front wheels and check front susp. and put wheels back on. Pull up floor mat and check for holes in floor.Clean up under mat and put back together.							
Totals For 06887					\$0.00	\$301.75	\$301.75

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
06858		4/29/2009	82,181 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$244.47	\$301.76	\$546.23
Drivers side window stuck. Pull door panel and found window reg. bent. Replace reg. and found window track broken.Tried to fix but ordered new one. 4-30 Go get parts and install new track in door and repair window stop in door.Reinstall door panel and window winder handle.							
Totals For 06858					\$244.47	\$301.76	\$546.23

06755		4/15/2009	81,959 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$60.34	\$120.70	\$181.04
Belt squeaking when running. Found alt bearings bad,Replaced alt. under warr..Belt still noisy,Replaced belt and idler and tensioner pullies.Belt quiet now. AUTO ELCTRIC: ALTERNATOR WAS WARRANTY							
Totals For 06755					\$60.34	\$120.70	\$181.04

06688		4/6/2009		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$84.99	\$83.15	\$168.14
CHECK INOPERATIVE BLOWER MOTOR. POWER TO MOTOR. ORDER NEW MOTOR FROM NAPA. 4/7 INSTALL NEW MOTOR.							
Totals For 06688					\$84.99	\$83.15	\$168.14

06434		2/23/2009		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	001-000-000	\$0.00	\$68.75	\$68.75
Heater not working. Checked fuses and found all ok. Has power to blower motor but only works when hitting blower. Replaced blower motor with one in stock.							
Totals For 06434					\$0.00	\$68.75	\$68.75

05928		12/3/2008		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$115.22	\$183.32	\$298.54
replaced rear brakes and serp belt, tensioner.							
Totals For 05928					\$115.22	\$183.32	\$298.54

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
05924		12/3/2008	79,511 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$19.33	\$55.43	\$74.76
PERFORM B-PM.							
Totals For 05924					\$19.33	\$55.43	\$74.76

05831		11/17/2008	79,206 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$4.60	\$120.70	\$125.30
Check engine light on and engine misses. Found 02 sensors bad, replaced 02 sensors and added cleaner and road tested. Truck runs fine now.							
			Routine Work	042-000-000	\$349.15	\$60.35	\$409.50
Fan belt noisy , Found idler pulley and alt. bearings bad. Replaced idler pulley and alt.							
Totals For 05831					\$353.75	\$181.05	\$534.80

05338		9/3/2008		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	FL0-000-000	\$0.00	\$206.24	\$206.24
9/3 Diagnosed faulty fuel pump. Removed gas tank and fuel pump. 9/4 Replaced fuel pump and checked vehicle.							
Totals For 05338					\$0.00	\$206.24	\$206.24

05330		9/2/2008		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	FL0-000-000	\$405.83	\$105.29	\$511.12
Road call in west end no fuel having towed to CMG.							
Totals For 05330					\$405.83	\$105.29	\$511.12

05033		7/16/2008		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$276.71	\$271.58	\$548.29
Truck still not running right. Checked over everything, Replaced all 4 02 sensors and road tested. Truck runs fine now.							
Totals For 05033					\$276.71	\$271.58	\$548.29

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05016		7/14/2008	76,725 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$422.46	\$422.46
Install 8 new inj. and reassemble intake and connect all wiring and hoses. Start to hoo kup fuel lines. 7 -15 Loosen fuel line brackets and install fuel lines. Add coolant and road test.Right rear tire flat, pull off and take to TR and have fixed. Reinstall tire.							
Totals For 05016					\$0.00	\$422.46	\$422.46

04988		7/11/2008	76,720 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$858.34	\$301.75	\$1,160.09
Engine runs rough and misses. Bring to shop and pull top intake and found 3 inj. leaking. Clean up intake , waiting for parts.							
Totals For 04988					\$858.34	\$301.75	\$1,160.09

04895		6/30/2008		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$180.76	\$181.05	\$361.81
Engine starting running rough and missing. Replaced plugs&wires&cap&rotor							
			Routine Work	FL0-000-000	\$11.86	\$60.35	\$72.21
Changed fuel filter and add cleaner to gas tank and road test. Truck runs fine now.							
Totals For 04895					\$192.62	\$241.40	\$434.02

04719		6/2/2008		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$37.53	\$45.83	\$83.36
Replaced broken inner door handle drivers side							
Totals For 04719					\$37.53	\$45.83	\$83.36

04711		5/30/2008		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$45.83	\$45.83
Removed door panel and ordered handle.							
Totals For 04711					\$0.00	\$45.83	\$45.83

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04533		5/5/2008		Bonebrake Alignment			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	016-000-000	\$0.00	\$69.95	\$69.95
		Front End Alignment					
Totals For 04533					\$0.00	\$69.95	\$69.95
04523		5/2/2008	75,589 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$269.40	\$271.58	\$540.98
		Brake pedal pulsates.Found rotors warped. Replaced rotors&pads,also repacked front wheel bearings and seals. Also rotated tires.					
			Routine Work	034-000-000	\$19.88	\$60.35	\$80.23
		Lights out on truck .Replace headlight&taglight &back-up light					
Totals For 04523					\$289.28	\$331.93	\$621.21
03837		2/4/2008	74,470 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$10.69	\$68.75	\$79.44
		PERFORM B-PM.BRAKES OK.					
Totals For 03837					\$10.69	\$68.75	\$79.44
03339		11/15/2007		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$21.05	\$22.92	\$43.97
		REPLACE SERP BELT- NOISEY					
Totals For 03339					\$21.05	\$22.92	\$43.97
03051		10/11/2007		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$36.08	\$60.36	\$96.44
		Install new dome light switch so light goes out when door closes.Adjust rear brakes because pedal felt spongy. Ordered new arm rest for drivers door.					
Totals For 03051					\$36.08	\$60.36	\$96.44

Repair Order History

11/17/2015 10:01:37 AM

Eastern Standard Time

217 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
03034		10/10/2007					
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$27.21	\$0.00	\$27.21
Totals For 03034					\$27.21	\$0.00	\$27.21

SYS01992		5/7/2007	71,222 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	\$1,106.06	\$1,106.06
			5-7 Drivers door wont close, Door pins bad. Pull door and replace pins+ bushings. Door hinge is bad. 5-8 Remove door and cut hinge off door and door sill. 5-9 Install new hinge on door + truck reinstall door and adjust.Replaced hood release cable also.				
Totals For SYS01992					\$0.00	\$1,106.06	\$1,106.06

SYS01987		5/7/2007	71,223 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	26H-000-000	\$0.00	\$53.17	\$53.17
			FLUSH TRANSMISSION.				
Totals For SYS01987					\$0.00	\$53.17	\$53.17

SYS01983		5/4/2007	71,217 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$0.00	\$113.94	\$113.94
			PERFORM B-PM. ROTATE TIRES, CHECK BRAKES. OK.				
Totals For SYS01983					\$0.00	\$113.94	\$113.94

SYS01098		12/14/2006		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$15.62	\$15.62
			REPLACE L/S DOOR HANDLE.				
Totals For SYS01098					\$0.00	\$15.62	\$15.62

SYS01097		12/13/2006					
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Repair Order History

11/17/2015 10:01:37 AM

Eastern Standard Time

217 (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	040-000-000	\$0.00	\$13.97	\$13.97
		Help Dan set dist. and timing					
Totals For SYS01097					\$0.00	\$13.97	\$13.97

SYS01078		12/11/2006		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$253.40	\$253.40
		1. 12/11/06 Removed intake and cleaned surfaces. 2. 12/12/06 Replaced intake. 3. 12/13/06 Set timing and test drove vehicle. * Vehicle had excessive coolant in oil prior to repairs.					
Totals For SYS01078					\$0.00	\$253.40	\$253.40

SYS01068		12/8/2006		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$38.01	\$38.01
		Diagnose vehicle for broken door handle and coolant leak. Parts ordered Dropped vehicle at bonebreaks for alignment.					
Totals For SYS01068					\$0.00	\$38.01	\$38.01

SYS01055		12/7/2006	68,409 Miles	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
		REPLACE FRONT BRAKE PADS. SEND TO S&S FOR 4 NEW TIRES.					
Totals For SYS01055					\$0.00	\$15.62	\$15.62

SYS01053		12/7/2006	68,409 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$0.00	\$15.62	\$15.62
		PERFORM B-PM.					
Totals For SYS01053					\$0.00	\$15.62	\$15.62

SYS00145		6/13/2006	64,204 Miles				
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217 (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
				PM Services	PMS-000-000	\$0.00	\$19.01	\$19.01
Totals For SYS00145						\$0.00	\$19.01	\$19.01
Totals						\$8,096.54	\$11,811.57	\$19,908.11
Grand Totals						\$8,096.54	\$11,811.57	\$19,908.11

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

Topic:

Water: Joint Pipe for Main Replacement - McWane Ductile (Phillipsburg, NJ) \$38,850.00

Mayor and City Council Action Required:

Requested approval of the Water Division Consent Agenda McWane Pipe Purchase in the amount of \$38,850.

Discussion:

CL52 Ductile Iron Pipe for the replacement of the water main on Antietam (between Cannon and Cleveland). This section of water main has had several pipe failures resulting in very expensive repairs to both the infrastructure and the roadway. City Water Distribution crews will complete this work in-house. Work will begin once late winter/early spring 2016. Work is being done to reduce/eliminate future expenses associated with this section of water main. Funding is split between future bond financing and operating cash. Cash is available for total purchase if required.

Financial Impact:

Water Fund Inventory C0709 has \$115,840 remaining. Funding is split between future bond financing and operating cash. Cash is available for total purchase if required.

Recommendation:

Staff recommended approval

Motion:

Consent Agenda

Action Dates:

12/15/15 Regular Session

ATTACHMENTS:

File Name

Water_-_Water_Pipes.pdf

Water_Division_Quote_McWane_-_
_12_inch__DIP_Project_121515.pdf

Description

Consent Agenda

Water Division Quote
McWane - 12 inch DIP
Project 121515

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

CL592 Ductile Iron Pipe for the replacement of the water main on Antictam (between Cannon and Cleveland). This section of water main has had several pipe failures resulting in very expensive repairs to both the infrastructure and the roadway. City Water Distribution crews will complete this work in-house. Work will begin once late winter/early spring 2016. Work is being done to reduce/eliminate future expenses associated with this section of water main. Funding is split between future bond financing and operating cash. Cash is available for total purchase if required.

<u>Firm</u>	<u>City, State</u>	<u>Amount</u>
HD Supply	Martinsburg, WV	\$ 40,485.00
LB Water	Chambersburg, PA	\$ 40,275.00
Ferguson Supply	Winchester, VA	\$ 39,750.00

Comments

Department Manager (required on all unbudgeted items):

CL52 Ductile Iron Pipe for the replacement of the water main on Antictam (between Cannon and Cleveland). This section of water main has had several pipe failures resulting in very expensive repairs to both the infrastructure and the roadway. City Water Distribution crews will complete this work in-house. Work will begin once late winter/early spring 2016. Funding is split between future bond financing and operating cash. Cash is available for total purchase if required.

Nancy Hausman

Water Operations Manager

December 1, 2015

Purchasing Agent

Recommend Approval.

Jason Miller

Signature

12/4/15

Date

Finance Manager:

Recommend approval. Adequate funding exists in water fund operations to cover this purchase if no bond is issued in FY16.

Michelle Hyden

Signature

12/4/15

Date

City Administrator's Recommendation:

Recommend Approval

Valerie A. Nason

Signature

12/4/15

Date



**McWANE
DUCTILE**

183 Sitgreaves St
Phillipsburg, NJ 08865
Phone: (908) 454-1161
Fax: (908) 454-1026

Larry Jones
Sales Representative
Mobile: (410) 271-9833
Fax: (866) 593-3940

Date: 11/30/2015

Bid Date: 11/30/2015

Quote No.: 165962

To: Nancy Hausrath
City Of Hagerstown

Project: City of Hagerstown - Water Division - 12" DIP Project

Location: Hagerstown, MD

All material quoted is priced to be furnished Cement Lined, asphaltic coated in & out, complete with standard joint accessories unless otherwise noted.
All material manufactured to latest revision of ANSI/AWWA standards.

Prices are quotes EX Works with full freight allowed to the jobsite for the consignee to unload.
Terms: Net 30 Days subject to approval by our Credit Department Comments

- Prices are for quantities listed above, extension/addition only by mutual agreement.
- Prices are for this order only. Prices are your net cost.
- Offer subject to ASP standard terms & conditions.

ORDERING AND SHIPPING

Quoted prices are valid for a period of 60 days from the original quotation date. Due to continuing volatility in raw materials, energy, and transportation costs, delivery must be taken within 90 days of the original purchase order. Orders that remain open after that 90 day period will be subject to price review and/or cancellation, at our sole discretion. These terms supersede Paragraph 2 (Quotations) of McWane's standard Terms and Conditions, of which all other provisions govern this agreement. Orders placed after the 60 day period will be subject to a price review and/or a price increase, at our sole discretion

This requirement is expected to continue until such a time that the volatility referenced above moderates. The reasons for this volatility continue to be well documented in the media and we therefore must also reserve the right to increase prices on short notice if extreme volatility is experienced.

Should you have any questions, please contact our Sales Representative:

Bid Item	Quantity	Description	Price / Unit	Total
1	1,500 LF	12 TJ X PE 52 DCL SC/SC	25.90	38,850.00
				38,850.00

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

Topic:

Water: Water Meters - L/B Water Service (Chambersburg, PA) \$89,798.70

Mayor and City Council Action Required:

Requested approval of the Water Division Consent Agenda LB Water Meters MXUs Purchase in the amount of \$89,798,70. Sole Source Purchase

Discussion:

Residential Meter Program - Upgrading services to allow for radio read and inventory replenishment.

Sole Source - Compatible Equipment

The meter program is an ongoing project spanning several budget years. This work will continue to replace old meters with radio read meters and radio transceiver units. This meter purchase will allow the project to be finished and provide meters and meter transceiver units for the Water Fund Inventory.

Installing MXU radio read equipment - Funded in the FY16 Budget - future Bond Issue.

Operating cash if available if needed for payment.

Sole Source - Compatible Equipment

This purchase is an inventory purchase; however, the funds will eventually be charged to/funded through the Water Fund CIP C0653. These funds are used to cover the cost of the equipment and the labor associated with installing the new equipment.

Financial Impact:

52-130000(MSWF) CIP 0653 has \$122,935 remaining. Funded through future bond financing with operating cash available if needed.

Recommendation:

Staff recommended approval

Motion:

Consent Agenda

Action Dates:

12/15/15 Regular Session

ATTACHMENTS:

File Name

Water_-_Residential_Meter_Program.pdf

Description

Consent Agenda

Water_Division_LB_Water_Service_Meter_Quote_121515.pdf

Water Division LB Water
Service Meter Quote
121515

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

<p>Above To Be Used For:</p> <p>Residential Meter Program - Upgrading services to allow for radio read and inventory replenishment.</p> <p>Sole Source - Compatible Equipment</p> <p>The meter program is an ongoing project spanning several budget years. This work will continue to replace old meters with radio read meters and radio transceiver units. This meter purchase will allow the project to be finished and provide meters and meter transceiver units for the Water Fund Inventory.</p>

[illegible]

Comments

Department Manager (required on all unbudgeted items):

Installing MXU radio read equipment - Funded in the FY16 Budget - ~~future Bond Issue~~. Operating cash if ~~available if needed for payment~~.

Sole Source - Compatible Equipment

This purchase is an inventory purchase; however, the funds will eventually be charged to/funded through the Water Fund CIP C0653. These funds are used to cover the cost of the equipment and the labor associated with installing the new equipment.

M. S. Spivey

Director of Utilities

December 1, 2015

Date

Nancy Hausman

Water Operations Manager

December 1, 2015

Date

Finance/Purchasing

Recommend Approval.

Jason L. Miller

Signature

12/4/15

Date

Finance Manager:

Recommend approval. Adequate funding was included in the approved budget in water fund operations.

Michelle Aylen

Signature

12/4/15

Date

City Administrator's Recommendation:

Recommend approval

Valerie A. Nease

12/4/15

P R O P O S A L

PAGE 1

L/B WATER SERVICE INC.
427 SKELLY ROAD
CHAMBERSBURG, PA 17202

QUOTE # 2056571

PHONE 1(717)264-8445
FAX 1(717)264-9075

PROPOSAL SUBMITTED TO: 001182

City of Hagerstown
Attn: Wendy Hamsher
51 West Memorial Blvd.
Hagerstown MD 21740
PHONE (301)790-0979
CONTACT: Nancy

JOB NAME: Meters left with I-opto head
JOB LOCATION: Hagerstown Md
QUOTE DATE: 9/22/15
EXPIRATION DATE: 3/31/16
QUOTED BY: JACOB

QTY	ITEM	DESCRIPTION	U/M	QUOTE PRICE	TOTAL PRICE
545	2ASTRMTRPL100G0	5/8" ACCUSTREAM METER TRPL 100 GAL 5WHL W/6' CABLE L/HSG (A1DXX38GG0XX1XX)	EA	101.37	55,246.65
199	3ASTRMTRPL100G	3/4" (LONG) ACCUSTREAM METER TRPL 100 GAL 5 WHL W/6' CABLE L/HSG (A4DXX38GG0XX1XX)	EA	129.30	25,730.70
45	4ASTRMTRPL100G	1" ACCUSTREAM METER TRPL 100 GAL 5WHL W/6' CABLE L/HSG (A5DXX38GG0XX1XX)	EA	196.03	8,821.35

EXTENDED QUOTE \$\$

89,798.70

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

Topic:

Wastewater: Liquid Oxygen - Air Products and Chemicals, Inc. (Allentown, PA) \$12,000.00

Mayor and City Council Action Required:

Requested approval of the Wastewater Division Consent Agenda requested SOLE SOURCE purchase of Liquid Oxygen in the amount of \$12,000.

Discussion:

The above chemical is a sole source item used in the wastewater treatment process in the event there is an interruption to the supply of oxygen generated by onsite equipment. The current product supply agreement was in effect through 15 November 2015. This is an amendment to that agreement which is dated 15 February 2013 and extends the terms of the agreement through 15 November 2019. SOLE SOURCE

Chemicals for the Utilities Department - Wastewater Division. This is for Liquid Oxygen to be used at the WWTP in the event there is a disruption to the supply of oxygen generated by onsite equipment. The Unit Price for this product shall remain at \$4.79 per 1000 scf through 15 April 2017. SOLE SOURCE

Financial Impact:

Adequate funds are available in account 5471501-559109 which contains a balance of \$12,000.

Recommendation:

Staff recommended approval

Motion:

12/15/15 Consent Agenda

Action Dates:

12/15/15 Regular Session

ATTACHMENTS:

File Name

Wastewater_-_Liquid_Oxygen.pdf

Description

Consent Agenda
Wastewater
Division Liquid O2
Air Products
Amend No 1
121515

Wastewater_Division_Liquid_O2_Air_Products_Amend_No_1_121515_.pdf

Approval For:	
Consent Agenda: X	
New Business:	

TOTAL	\$	12,000.00
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The above chemical is a sole source item used in the wastewater treatment process in the event there is an interruption to the supply of oxygen generated by onsite equipment. The current product supply agreement was in effect through 15 November 2015. This is an amendment to that agreement which is dated 15 February 2013 and extends the terms of the agreement through 15 November 2019. **SOLE SOURCE**

SOLE SOURCE

Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Wastewater Division. This is for Liquid Oxygen to be used at the WWTP in the event there is a disruption to the supply of oxygen generated by onsite equipment. The Unit Price for this product shall remain at \$4.79 per 1000 scf through 15 April 2017. SOLE SOURCE

M. Spitzer

Director of Utilities

December 1, 2015

Date

Joseph W. Miller

Water Operations Manager

December 1, 2015

Date

Purchasing Agent

Recommend Approval.

Jason F. Miller

Signature

12/4/15

Date

Finance Manager:

Recommend approval. Adequate funding was included in the FY16 approved budget to cover this necessary supply.

Michelle Hyle

Signature

12/4/15

Date

City Administrator's Recommendation:

Recommend Approval

Valerie A. Moran

Signature

12/4/15

Date

AMENDMENT NO. 1 TO
PRODUCT SUPPLY AGREEMENT
BETWEEN
AIR PRODUCTS AND CHEMICALS, INC.
AND CITY OF HAGERSTOWN MARYLAND
DATED 15 FEBRUARY 2013

THIS AMENDMENT, dated and effective this 14th day of October, 2015, by and between AIR PRODUCTS AND CHEMICALS, INC. ("Seller"), and CITY OF HAGERSTOWN MARYLAND ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer are parties to a Product Supply Agreement dated 15 February 2013 (the "Agreement"), for supply of Liquid Oxygen to Buyer's facility at 1 Clean Water Circle, Hagerstown, MD 21740.

WHEREAS, the parties now wish to amend certain aspects of the Agreement.

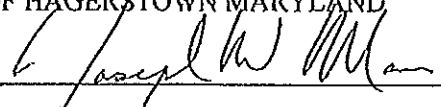
NOW, THEREFORE, Seller and Buyer have agreed to amend the Agreement as follows:

1. The Term of the Agreement is extended through 15 November 2019 and thereafter will continue in accordance with Section 3.
2. The Unit Price is \$4.79 per 1000 scf and will remain firm through 15 April 2017. Thereafter it will adjust in accordance with Section 8.

Except as expressly set forth herein, all of the terms and conditions of the Agreement shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their duly authorized representatives as of the day and year first above written.

ACCEPTED AND AGREED TO:
CITY OF HAGERSTOWN MARYLAND

By: 

Name: JOSEPH W MOSS

Title: WASTEWATER OPERATIONS MANAGER

Date: 10-21-15

ACCEPTED AND AGREED TO:
AIR PRODUCTS AND CHEMICALS, INC.

By: 

Name: Ryan Bowen

Title: Sales Manager

Date: 10/21/2015

PRODUCT SUPPLY AGREEMENT



This Agreement is made as of the 15th day of February 2013, between Air Products and Chemicals, Inc. ("Seller"), whose address is 7201 Hamilton Boulevard, Allentown, PA 18195-1501, and City of Hagerstown Maryland ("Buyer"), whose address is 1 Clean Water Circle, Hagerstown, MD 21740.

1. **Scope.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller its entire requirements of Liquid Oxygen ("Product") for use at Clean Water Circle, Hagerstown Maryland ("Designated Location") subject to and in accordance with the provisions of this Agreement. Buyer agrees not to obtain, by any method, or purchase from others, any Product or material in gaseous or liquid form, irrespective of how produced or delivered, in substitution for this Product. Seller's specification, price and delivery obligations are predicated on furnishing Buyer's requirements of Product from Seller's producing facilities located within 100 miles of the Designated Location. This Agreement is applicable to all Buyer's activities carried on at the Designated Location, and if such activities are expanded or relocated to a new location, then, at Seller's option, this Agreement shall be applicable at such location. Buyer represents and warrants that Product purchased under this Agreement is solely for Buyer's use and consumption.

2. **The Product Specifications are:** Oxygen - Liquid: Not less than 99.5%
Inerts: Not more than 0.5%
Dew Point: Minus 80°F or lower

3. **Term.** This Agreement shall be in effect for a period of 33 months ("Initial Term") through 15 November 2015 and shall continue thereafter from year to year unless terminated by either party as of the end of the Initial Term or other agreed extended Term, or as of the end of any subsequent 12-month period, by not less than 12 months' prior written notice of termination. If Seller agrees to supply Product to Buyer after the expiration or termination of this Agreement, the terms and conditions of this Agreement shall apply to such transaction unless and until the parties sign an agreement that supersedes this Agreement.

4. **Estimated Volume.** Buyer's estimated annual consumption of Product ("Estimated Volume") is 1,300,000 standard cubic feet ("scf"), measured at a temperature of 70°F, at a pressure of 14.7 psia and dry. To the extent Buyer has requirements for Product in excess of 140% of this Estimated Volume ("Excess Product") and to the extent Seller deems that it has Excess Product available for Buyer, Buyer will purchase such Excess Product requirements from Seller and will pay any additional costs incurred by Seller to supply Excess Product. If Buyer's requirements are less than 60% of this Estimated Volume, Seller may upon 15 days' prior written notice adjust the Estimated Volume, Unit Price and Monthly Charge for the remaining Term.

5. **Equipment.** See Attachment II.

6. **Delivery point** for Product delivered by Seller's vehicle is the point of connection between Seller's delivery vehicle and the Equipment, and title and risk shall pass from Seller to Buyer at the delivery point.

7. **The base Unit Price and Charges are:**

Unit Price	Monthly Charge	Hazmat Charge
\$4.79 per 1000 scf	NA	\$72

8. **Unit Price and Monthly Charge Adjustment.** The Price for Product, which consists of the Unit Price is subject to adjustment as follows. The Unit Price is subject to annual increase not to exceed 6%. If Seller requires an annual price revision that exceeds the permitted increase, Seller may, on not less than 15 days' prior written notice to Buyer, revise the Unit Price above the permitted increase, provided, however, Buyer shall then have the right, within 15 days of the date of such notice, to furnish Seller with written evidence of a lower total price for like quantity, quality and delivery method from a responsible supplier. Seller shall have the option either to meet the lower price offered or not exceed the permitted price increase. If Seller does not exercise such option within 15 days of receiving the written evidence, Buyer may, by written notice within 10 days after the end of such 15 day period, terminate this Agreement as to the applicable Designated Location in this Attachment only by giving not less than 30 days' prior written notification. If Seller agrees to meet the third party offer, Seller reserves the right to extend the Term of this Agreement with respect to the applicable Designated Location in this Attachment to the end of the term provided for in the third party offer. This paragraph does not apply to adjustments in the Unit Price due to changes in the "Estimated Volume" and does not apply to the assessment of or increase in Other Charges under this Agreement.

9. **Entirety of Contract.** This Agreement and its Attachments I & II (which are incorporated into and are a part of this Agreement) contain the entire understanding between the parties, superseding any prior agreements, and cannot be revised or amended unless stated in writing and signed by authorized representatives of each party. This Agreement is subject to acceptance by a duly authorized representative of Seller. Any purchase orders or acknowledgements used by either party shall be deemed intended for record purposes only and shall not add to or modify this Agreement. Each party shall keep the terms and conditions of this Agreement confidential. Electronic documents and signatures will be permitted in substitution for paper-based documents and signatures.

CITY OF HAGERSTOWN MARYLAND

By: Joseph W Moss

Name: JOSEPH W MOSS

Title: WASTEWATER OPERATIONS MANAGER

Date: 3-1-13

AIR PRODUCTS AND CHEMICALS, INC.

By: Ryan Bowen

Name: Ryan Bowen

Title: Sales Manager

Date: 3/5/2013

ATTACHMENT I
ADDITIONAL TERMS AND CONDITIONS

1. Buyer Representation. Buyer represents and warrants that as of the date of first delivery of Product to the Designated Location Buyer will not be obligated under the terms of any other contract to purchase Product for the Designated Location, and Buyer agrees to indemnify, defend and hold harmless Seller from and against all claims, demands and suits to the contrary that may be asserted by any third party.

2. Warranty. Seller warrants that Product shall conform to the specifications set forth in this Agreement and that, at the time of delivery, Seller shall have good title and right to transfer the same and that the same shall be delivered free of encumbrances. Buyer's sole and exclusive remedy for Seller's breach of warranty shall be replacement by Seller of a like quantity of conforming Product at no additional cost to Buyer. THE FOREGOING WARRANTY IS THE SOLE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Liability. In the event of Seller's unexcused failure to deliver Product, Buyer shall have the exclusive remedy of "direct cover damages" (i.e., the difference between the Unit Price hereunder for the quantity of Product required and not delivered and the higher price necessarily paid for replacement Product delivered by a third party); provided, however, no claim with respect to Seller's unexcused failure to deliver Product shall be greater than the Unit Price hereunder for the quantity of Product in respect to which such claim is made. Seller shall not be liable in contract or tort (including negligence and strict liability) for any indirect, special, incidental or consequential damages, nor for any direct damages except as expressly set forth in this Agreement, arising out of its performance or non-performance under this Agreement. Exclusions of and limitations on damages under this Agreement shall survive failure of an exclusive remedy.

4. Hazards. Buyer acknowledges that there are hazards associated with the Product, that it understands such hazards, and that it is the responsibility of Buyer to warn and protect its employees and others exposed to such hazards through the storage and use of the Product after delivery. Seller shall provide Buyer with copies of Material Safety Data Sheets relating to the Product for Buyer to make such warnings, and Buyer assumes full responsibility and risk and releases Seller from liability for loss, damages or injury to persons or to property of Buyer or others arising out of the storage or use of the Product after delivery to Buyer.

5. Technical Assistance. Buyer assumes full responsibility for making its own independent evaluation whether to use any technical assistance or advice furnished by Seller in connection with this Agreement, and Buyer assumes all risk and releases Seller from liability for results obtained in reliance thereon.

6. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder (other than its obligation to make any payment of money hereunder), or be liable in damages or otherwise for any failure or delay in performance which is due to strike or other industrial disturbance; fire, explosion or other natural catastrophe; epidemic; terrorism; civil disturbance; curtailment, shortage, rationing or allocation of normal sources of supply of labor, materials, transportation, energy, or utilities; accident; act of God; delay of subcontractors or vendors; act of government or compliance with government regulations (whether or not valid); embargo; machinery or equipment breakdown; or any other similar or dissimilar cause which is beyond the reasonable control of the party claiming excuse hereunder. Neither party shall be required to make any concession or grant any demand to bring to an end any strike or other concerted act of workers.

7. Curtailment of Supply. If a Force Majeure event only partially reduces Seller's ability to produce or deliver Product, Seller may prorate its available supply among Buyer and Seller's other customers in a fair and equitable manner. Seller is not obligated but, at Buyer's request or authorization, may

use commercially reasonable efforts to obtain Product from another source or take other action to perform, provided Buyer reimburses Seller for any additional costs and expenses incurred by Seller.

8. Buyer Labor Dispute. If Seller is requested by Buyer and determines to attempt deliveries during a strike or other concerted act of workers ("Dispute") at the Designated Location, then any such deliveries will be made at Buyer's sole risk and responsibility, and Buyer agrees to reimburse Seller for additional expenses and indemnify, defend and hold harmless Seller from and against all costs (including legal fees), damages, liabilities, claims or otherwise arising out of such attempted deliveries and whether or not based on allegations of Seller's negligence; provided, however, such Buyer obligation shall not extend to claims for injury or damage which would have occurred irrespective of the existence of the Dispute. In addition, Seller reserves the right, at its sole discretion, to request Buyer to provide qualified personnel to deliver Product to any Equipment affected by such Dispute, and Buyer shall provide such personnel. Nevertheless, if the Dispute renders delivery impracticable and/or dangerous, Seller shall not be obligated to make any such delivery and may elect to treat the Dispute as a Force Majeure event.

9. Surcharges. Surcharges may be assessed in order for Seller to recover increases in its production or delivery costs (e.g., increases in the cost of diesel fuel, natural gas and/or electric power, or increases arising out of utility deregulation or change in laws).

10. Service Plus Charges. Service Plus Charges may apply based on Seller's then prevailing and applicable service schedule and rates. Current schedule and rates can be found in the APDirect customer portal (link at www.airproducts.com/serviceplus).

11. Invoicing and Payment. Seller may invoice Buyer as each delivery of Product is made, monthly, or at Seller's discretion. All invoices shall be payable net 30 days or upon demand. All claims of Buyer relating to any invoice must be made in writing within 30 days of receipt of invoice or shall be deemed waived. Buyer's failure to make timely payments shall entitle Seller, in addition to other rights or remedies, to change payment terms (e.g., to prepayment or direct debit), suspend deliveries, or terminate the Agreement.

12. Taxes. Seller shall bear and pay all federal, state and local taxes based upon its net income and corporate existence. Any other tax, however denominated and measured, imposed upon Equipment or its installation or operation, or upon Seller's and its affiliates' producing facilities, or upon the production, storage, inventory, sale, transportation, delivery, use or consumption of Product, shall be paid directly by Buyer, or if paid by Seller shall be invoiced to Buyer as a separate item and paid by Buyer to Seller.

13. Assignment. This Agreement shall inure to the benefit of and be binding upon the successors and the assigns of both parties, but it may not be assigned by either party without the prior written consent of the other; provided, however, Seller has the right to require assignment of the Agreement to, and assumption by, a purchaser of Buyer's applicable assets.

14. Waiver. A waiver by either party of strict conformance with any of the terms and conditions of the Agreement shall not be a waiver of any subsequent failure to comply with such terms and conditions.

15. Governing Law. THE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAWS.

16. Termination for Breach. Either party may terminate this Agreement for material breach by the other party that is not cured within 30 days of receipt of written notice thereof; provided, however, if such breach cannot reasonably be cured within 30 days, and provided the breach is not a failure to pay, the other party shall be deemed not to be in breach if that party commences remedial action within the 30 days and diligently prosecutes the remedial action to completion within a reasonable time thereafter.

ATTACHMENT II

BUYER'S EQUIPMENT

1. Buyer Equipment. If Buyer is supplying equipment at any Designated Location(s), Buyer shall, without cost to Seller, furnish the storage units, equipment, piping, controls and other instrumentation and devices (collectively, "Buyer Equipment") required to take delivery, store, and use the Product(s) at such Designated Location(s) and shall maintain and bear all responsibility and liability (including, without limitation, for compliance with laws, regulations and safety standards) for and in connection with the Buyer Equipment. Buyer shall ensure that all Buyer Equipment at all times complies with the safety standards generally accepted in the industry and with the following additional safety standards, as applicable:

- 1.1 Dual safeties and a rupture disc on all tanks;
- 1.2 Oxygen tanks cannot have aluminum inner linings;
- 1.3 No low pressure tanks without approved fill-line closure devices;
- 1.4 No liquid oxygen deliveries to a tank situated on an asphalt base; and
- 1.5 Any system, including tank and delivery system, that will be utilized for medical oxygen, nitrogen or helium, is installed and maintained in compliance with current Good Manufacturing Practice (cGMP), applicable laws, and regulations as mandated by the U.S. FDA; is free of any contaminants that could be detrimental to human health; and is medically clean.
- 1.6 At the request and expense of Buyer, Seller will perform an annual inspection of the Buyer's Equipment in accordance with the Customer Standard LIN/LOX/LAR Supply Maintenance and Inspection Report.

Any work by Seller in connection with Buyer's Equipment is governed by the terms and conditions of this Agreement and supplied without warranties, express or implied.

2. Notice and Access. Buyer shall monitor the inventory of Product(s) in Buyer Equipment and provide Seller with at least 48 hours notice to permit delivery prior to exhaustion of such inventory. Buyer shall also provide Seller's tank trucks and personnel with unrestricted access to Buyer Equipment 24 hours a day, 7 days a week. If Seller determines that the delivery of Product would be unsafe or in violation of applicable law due to a condition present at a Designated Location, Seller may refuse to make further deliveries of Product until Buyer removes the condition, and Seller may terminate this Agreement in whole or in part if Buyer does not promptly remove the condition.

3. Checklist Forms. Qualified inspection and completed Equipment Checklist forms are required prior to delivery into Buyer Equipment at each Designated Location, a copy of which can be found at <http://www.airproducts.com/CustomerSupport/index.asp>.

4. Compliance with Other Laws and Requirements

- 4.1 Buyer shall comply with all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11001-11050 (EPCRA, also commonly known as Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III)) resulting from the presence of the Product(s) supplied under the Agreement. Further, it is a responsibility of Buyer to warn and protect its employees, customers and others exposed to the hazards posed by the storage and use of Product(s) and to comply with all federal, state and local legal notification, reporting and/or permit requirements which may be associated with the storage or use of Product(s).
- 4.2 Buyer covenants and warrants that all vehicles (other than Seller's vehicles) in which Product will be transported by or on behalf of Buyer shall comply with all provisions of the Compressed Gas Association's "Recommended Practice for the Outfitting and Operation of Vehicles Used in the Transportation and Transfiling of Liquid Oxygen to be Used for Respiration," CGA Bulletin SB-9-1983, and any revisions thereof which issue during the Term of the Agreement.
- 4.3 When Buyer requires medical Product, Buyer covenants and warrants that all vehicles (other than Seller's vehicles) dispatched to Seller's facilities for fill are in medical service and if the vehicle is not in medical service, that the Buyer will inform Seller's operators prior to the Buyer's vehicle being filled with Product. Even though the Seller's facility is providing Product that meets USP/NF requirements, the Product cannot be used in a medical application if the Buyer's vehicle is not in medical service.
- 4.4 All drivers picking up medical Product in Buyer's vehicle from Seller must be trained in current Good Manufacturing Practice (cGMP) prior to arrival at Seller's facility.

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

Topic:

Approval of a Resolution: Lease Agreement with MHI/Customized Energy Solutions, Ltd. at Frederick Street Substation

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Lease_Agreement_1.pdf

Lease_Agreement_2.pdf

Description

Memo

Lease Agreement

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 15, 2015

TOPIC: Approval of the attached Resolution and Lease Agreement with Customized Energy Solutions, Ltd. for property located at the Hagerstown Light Department's Frederick Street 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 Customized Energy Solutions, Ltd. for the purpose of the installation of an Energy Storage System located at the Hagerstown Light Department's Frederick Street 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 \$1,000.00 (one thousand dollars) per month for the term of the agreement.

DATE OF INTRODUCTION: 12/15/2015

DATE OF PASSAGE: 12/15/2015

EFFECTIVE DATE: 12/15/2015

CITY OF HAGERSTOWN

RESOLUTION

**A RESOLUTION TO APPROVE A LEASE AGREEMENT
WITH CUSTOMIZED ENERGY SOLUTIONS, LTD. 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 Snook/Frederick Street Substation (the "Property"); and

WHEREAS, Customized Energy Solutions, Ltd. 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: December 15, 2015
Date of Approval: December 15, 2015
Effective Date: December 15, 2015

PREPARED BY:
SALVATORE & BOYER, LLC
CITY ATTORNEYS

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") is made and entered into as of _____, 2015 (the "Effective Date"), by and between Customized Energy Solutions, Ltd., a Pennsylvania corporation or its agent ("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 Snook/Frederick St. 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 has an interest in the development, ownership, and operation 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") and other parties.

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 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, then Lessee shall pay Lessor an additional Initial Rent Payment of One Thousand Dollars (\$1,000) and this Agreement shall terminate with no further obligations of Lessee under this Agreement. Upon the occurrence of the Commencement of Construction Date, Lessee shall pay Lessor the sum of One Thousand Dollars (\$1,000) 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 install and maintain equipment necessary for remote monitoring of the Project; (vi) to conduct in-person physical inspections of the Project and the Premises; and (vii) 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 except as mutually agreed to by Lessor and Lessee.

2.6 Premises Utilities. Lessor shall provide existing and available utilities to the Premises 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 notify the other Party of any emergency relating to the Project and the nature immediately. 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. Lessor shall work cooperatively with Lessee in providing access to information or Premises.

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 and Media. Each Party may make independent press releases, publish on its website, or otherwise make public or distribute factual information 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 offer for review and comment from the other Party before making press releases containing any other information regarding the role of the other Party,

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 agrees that this Agreement and the rights granted in this Agreement shall run with the land and survive any transfer of the Lessor's fee simple interest in Premises and the Facility. 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 not attributable to the actions of Lessee.

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

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

9.1.1 Lessee (including a permitted successor or assign) 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:

Customized Energy Solutions, Ltd.
1528 Walnut Street, 22nd Floor
Philadelphia, PA 19102
By email: Contracts@ces-ltd.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, including that Lessee (i) may assign its rights and obligations hereunder to a special purpose company created to own the Project 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 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:

Customized Energy Solutions, Inc.

By: _____

Name: William A. Schofield

Title: VP – Corporate Development

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.

“Electric Power Service Agreement” is that specific agreement governing electric interconnection of the Energy Storage System with Lessor’s Facility to the extent applicable during the term of this Agreement.

“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.

“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

The Facility is the Hagerstown Light Department "Snook," or alternatively, "Frederick Street," electric substation and surrounding property located at 1220 Kenly Ave. in Hagerstown, MD, and adjacent city-owned property extending north to Clean Water Drive. The following image is a rough approximation of the Facility boundaries as depicted by the yellow line:



Premises

The following picture shows the very approximate footprint of the Premises, as defined by the yellow box, 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 indicated by the yellow box, which will be updated and finalized based on final design conditions and site planning requirements, and will at all times maintain access to the substation gate by Hagerstown Light Department personnel:



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 Exemption for MHI/Customized Energy Solutions, Ltd. at Frederick Street Substation

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Tax_Exemption.pdf

Description

Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 15, 2015

TOPIC: Approval of a Resolution to Approve a Tax Exemption for Customized Energy Solutions, Ltd. 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 Customized Energy Solutions, Ltd. in connection with the Project for a period of five (5) years.

DATE OF INTRODUCTION: 12/15/2015

DATE OF PASSAGE: 12/15/2015

EFFECTIVE DATE: 12/15/2015

CITY OF HAGERSTOWN

RESOLUTION

**A RESOLUTION TO APPROVE A TAX EXEMPTION
FOR CUSTOMIZED ENERGY SOLUTIONS, LTD.
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 Snook/Frederick Street Substation (the "Property"); and

WHEREAS, Customized Energy Solutions, Ltd. 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, Customized Energy Solutions, Ltd. 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 Customized Energy Solutions, Ltd. 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 Customized Energy Solutions, Ltd. 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 Customized Energy Solutions, Ltd. 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: December 15, 2015
Date of Approval: December 15, 2015
Effective Date: December 15, 2015

PREPARED BY:
SALVATORE & BOYER, LLC
CITY ATTORNEYS

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

Topic:

Approval of Resolution: City of Hagerstown Settlement and Release Agreement Resolving Pending Litigation over Eastern Boulevard Road Improvement Fee

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Eastern_Blvd.pdf

Eastern_Blvd.pdf

Description

Motion

Resolution

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: December 15, 2015

TOPIC: Approval of a Resolution: City of Hagerstown Settlement and Release Agreement Resolving Pending Litigation over Eastern Boulevard Road Improvement Fee

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

MOTION: I hereby move that the Mayor and City Council approve the attached resolution which authorizes the City of Hagerstown to accept the settlement and release agreement with Trilogy Enterprises, 1145 Omega Drive, and Bergman Property to resolve the pending litigation over the Eastern Boulevard Road improvement fee.

CITY OF HAGERSTOWN

RESOLUTION

**A RESOLUTION TO APPROVE A SETTLEMENT AND RELEASE AGREEMENT
WITH TRILOGY ENTERPRISES, LLC, 1145 OMEGA DRIVE, LLC AND BERGMAN
PROPERTY, LLC RESOLVING PENDING LITIGATION OVER THE EASTERN
BOULEVARD ROAD IMPROVEMENT FEE AND REQUIRING PAYMENT OF
AGREED FEE AMOUNTS TO THE CITY**

RECITALS

WHEREAS, Trilogy Enterprises, LLC, 1145 Omega Drive, LLC and Bergman Property, LLC (the "Developers") have been engaged in litigation with the City of Hagerstown (collectively the "Parties") concerning the City's Eastern Boulevard Road Improvement Fee (the "Fee") in Case Number 21-C-15-54433, pending in the Circuit Court for Washington County, Maryland; and

WHEREAS, the Parties have resolved and settled their dispute as evidenced by and pursuant to the terms of the attached Settlement and Release Agreement; and

WHEREAS, the Developers have agreed to pay certain amounts to the City representing balances due from the respective Developers for the unpaid amount the Fee; 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 Settlement and Release 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: December 15, 2015
Date of Approval: December 15, 2015
Effective Date: December 15, 2015

PREPARED BY:
SALVATORE & BOYER, LLC
CITY ATTORNEYS

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (*Agreement*), is made this _____ day of November, 2015 by and between Trilogy Enterprises, LLC, 1145 Omega Drive, LLC, and Bergman Property, LLC (individually and collectively "the Trilogy Parties") and Mayor and City Council of the City of Hagerstown, Maryland ("City").

RECITALS

A. The Trilogy Parties filed a Complaint claim against the City in the Circuit Court for Washington County, Maryland captioned as Trilogy Enterprises, LLC, et al. v. Mayor and City Council of the City of Hagerstown, Maryland, Case # 21-C-15-54433-DJ. The Complaint concerned the "Eastern Boulevard Road Improvement Fee" as indicated in the pleadings filed with the Court. The Trilogy Parties sought declaratory judgment that the Eastern Boulevard Road Improvement Fee was invalid.

B. The City filed a Counter-Complaint seeking payment of the Eastern Boulevard Road Improvement Fee by the Trilogy Parties.

C. The Trilogy Parties and the City have resolved and settled their dispute and enter into this Agreement to confirm their agreement.

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The parties agree that the amount of the Eastern Boulevard Road Improvement Fee to be charged to the Trilogy Parties for the projects and properties in dispute in Case # 21-C-15-54433 as identified below will be calculated under the 2011 version of the Ordinance which provides a fifty percent (50%) discount of the original fee amount.

2. The Trilogy Parties will receive a credit for all amounts previously paid for the construction projects on the specific properties identified in the Complaint in Case # 21-C-15-54433-DJ.

3. Upon execution of this Agreement, the Trilogy Parties will pay to the City the following amounts:

<u>Party</u>	<u>Balance Due</u>	<u>Subject Property</u>
Trilogy Enterprises, LLC	\$48,600.00	1165 Imperial Drive
1145 Omega Drive, LLC	\$8,096.00	1145 Omega Drive
Bergman Property, LLC	\$21,088.00	220 Champion Drive

4. The City will accept the amounts noted above as full and final payment of the Eastern Boulevard Road Improvement Fee for the construction projects on the specific properties identified above.

5. The parties will file a Stipulation of Dismissal in the Circuit Court for Washington County, Maryland in Case #21-C-15-54433-DJ.

6. The Trilogy Parties, by their members and the principals thereof individually, hereby agree that they will not further challenge the Eastern Boulevard Road Improvement Fee as presently codified under a theory that it is unlawful, unconstitutional or otherwise invalid. This agreement extends to any other real property in the Fee Area as presently identified in drawing number 13-110-02 entitled District For Financial Contribution For Eastern Boulevard Improvements and attached hereto as Exhibit A, whether presently within the corporate limits of the City of Hagerstown or not, in which any of the Trilogy Parties or any of their members or principals have an interest, at this time or at any future time.

7. Upon receipt of the payment required in provision 3 hereof, the City does hereby release and forever discharge the Trilogy Parties, and their members and principals, from any additional obligation for the Eastern Boulevard Road Improvement Fee for the specific properties identified herein.

8. Both parties declare and represent that in making this Agreement it is understood that this Agreement is entered into voluntarily, that each party relies on its own judgment, that each party is represented by independent counsel, and that each party fully understands the impact of this Agreement.

9. Each party understands that the settlement for which this Agreement is made is a compromise of a disputed claim and that payment as provided herein is not to be construed as an admission of liability on the part of either party.

10. The parties further declare and represent that no promise, inducement or agreement not herein expressed has been made between the parties, that this Agreement contains the entire agreement between the parties hereto, and that the terms of this Agreement are contractual and not a mere recital.

11. That parties further state that each has carefully read this Agreement, and has the opportunity to review and consider this Agreement with an attorney, that each knows the contents hereof, and that each has signed the same as its free and voluntary act as of the date first written above.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound to the terms of this Agreement, have caused this Agreement to be executed the day and year first above written.

WITNESS OR ATTEST:

TRILOGY ENTERPRISES, LLC

_____(SEAL)
David Solberg, as Member and Individually

_____(SEAL)
Andrew Oh, as Member and Individually

_____(SEAL)
Mitesh Kothari, as Member and Individually

1145 OMEGA DRIVE, LLC

_____(SEAL)
David C. Lyles, as Member and Individually

_____(SEAL)
Paul N. Crampton, Jr, as Member and Individually

BERGMAN PROPERTY, LLC

_____(SEAL)
L. Stephen Hess, Personal Representative of the
Estate of Erik Bergman, Member

_____(SEAL)
Sheri Bergman, as Member and Individually

**MAYOR & COUNCIL OF THE CITY OF
HAGERSTOWN, MARYLAND**

City Clerk _____(SEAL)
David S. Gysberts, Mayor

Approved:

Mark K. Boyer, Esq.
Counsel to the City

Andrew F. Wilkinson, Esq.
Counsel to the Trilogy Parties

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

I HEREBY CERTIFY that on this _____ day of _____ 2015, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **David Solberg, Andrew Oh, and Mitesh Kothari**, known to me or proven through identification to be the persons whose names are subscribed to the foregoing document and who acknowledged that they executed the same for the purposes therein contained and who further acknowledged that the foregoing is the act and deed of **Trilogy Enterprises, LLC** and that they constitute all of the members of said company and are authorized by it to make this acknowledgment on its behalf. The said signatories further acknowledged that their signatures hereon bind each of them individually to the terms and conditions hereof.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires: _____

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

I HEREBY CERTIFY that on this _____ day of _____ 2015, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **David C. Lyles and Paul N. Crampton, Jr.** known to me or proven through identification to be the persons whose names are subscribed to the foregoing document and who acknowledged that they executed the same for the purposes therein contained and who further acknowledged that the foregoing is the act and deed of **1145 Omega Drive, LLC** and that they constitute all of the members of said company and are authorized by it to make this acknowledgment on its behalf. The said signatories further acknowledged that their signatures hereon bind each of them individually to the terms and conditions hereof.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires: _____

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

I HEREBY CERTIFY that on this _____ day of _____ 2015, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **L. Stephen Hess**, Personal Representative of the Estate of Erik Bergman, Member of **Bergman Property, LLC**, known to me or proven through identification to be the person whose names are subscribed to the foregoing document and who acknowledged that they executed the same for the purposes therein contained and further acknowledged that the foregoing is the act and deed of **Bergman Property, LLC** and that they constitute all of the members of the said company and are authorized by it to make this acknowledgment on its behalf. The said signatories further acknowledged that their signatures hereon bind each of them individually to the terms and conditions hereof.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires: _____

STATE OF _____, COUNTY OF _____, to-wit:

I HEREBY CERTIFY that on this _____ day of _____ 2015, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Sheri Bergman**, Member of **Bergman Property, LLC**, known to me or proven through identification to be the person whose names are subscribed to the foregoing document and who acknowledged that they executed the same for the purposes therein contained and further acknowledged that the foregoing is the act and deed of **Bergman Property, LLC** and that they constitute all of the members of the said company and are authorized by it to make this acknowledgment on its behalf. The said signatories further acknowledged that their signatures hereon bind each of them individually to the terms and conditions hereof.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires: _____

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

I HEREBY CERTIFY that on this _____ day of _____ 2015, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **David S. Gysberts**, known to me or proven through identification to be the person whose name is subscribed to the foregoing document and who acknowledged that he executed the same for the purposes therein contained and who further acknowledged that the foregoing is the act and deed of the **Mayor & Council of the City of Hagerstown, Maryland** and that he is duly authorized by it to make this acknowledgment on its behalf.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires: _____

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

Topic:

Acceptance of Dedication Offer: Middleway Drive

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Middleway_Drive_Motion.pdf

Description

Motion

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 15, 2015

TOPIC: To accept the offer of dedication of Middleway Drive

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

MOTION: I hereby move to accept the offer of dedication of the newly constructed Middleway Drive, recorded among the plat records of Washington County, Maryland as Plats No. 10345 and 10346. The City shall commence maintenance of this street effective immediately since the developer has submitted the proper one-year maintenance bond.

DATE OF INTRODUCTION: 12/15/2015

DATE OF PASSAGE: 12/15/2015

EFFECTIVE DATE: 12/15/2015



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

December 3, 2015

TO: Valerie Means, City Administrator

FROM: Rodney Tissue, City Engineer *RT*

RE: Acceptance of Dedication Offer
Middleway Drive

We are prepared to recommend to the City Council the acceptance of the above-referenced street right-of-way as highlighted on the attached map.

The City has always contemplated accepting this street upon its completion. The street was designed and constructed per the Public Ways Construction Standards. Our department's inspection staff monitored the construction, and "As-Built" drawings are on record and are acceptable.

Staff recommends that the Mayor and Council pass a resolution at the December 15, 2015 regular session meeting to accept the offer of dedication for this street and its right-of-way into the public road system, conditioned upon receiving a one-year maintenance surety per the Land Management Code. City staff will then begin maintenance of the roadway.

Staff will be present on Tuesday to discuss.

attachment: Vicinity Map

cc: Jeff Swan
Tim Young
Mike Spiker
Eric Deike
Tim Williams

CITY OF HAGERSTOWN, MARYLAND
RESOLUTION TO ACCEPT OFFERS
OF DEDICATION OF CERTAIN STREETS
BY THE CITY OF HAGERSTOWN

RECITALS

WHEREAS, the City of Hagerstown is a Maryland Municipal Corporation existing under and by virtue of the laws of the State of Maryland, and

WHEREAS, offers of dedication have been made by BOWMAN HOLLYHOCK, LLC and 2003 SALEM AVENUE, LLC of a certain street as more particularly described below, and

WHEREAS, the Mayor and Council as the duly constituted legislative body of the City of Hagerstown has determined that it is in the best interest of the citizenry to accept this street into the street system for the City of Hagerstown.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council do hereby accept the offers of dedication of the following street into the street system for the City of Hagerstown as follows:

1. For the offers of dedication of Bowman Hollyhock, LLC and 2003 Salem Avenue, LLC of Middleway Drive as more particularly shown on the "Final Plat of Subdivision of Lots A & B" recorded among the Plat Records of Washington County, Maryland at Plats No. 10345 and 10346.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk and Staff are authorized to take such other and further actions and execute such documents as may be necessary to formalize this acceptance.

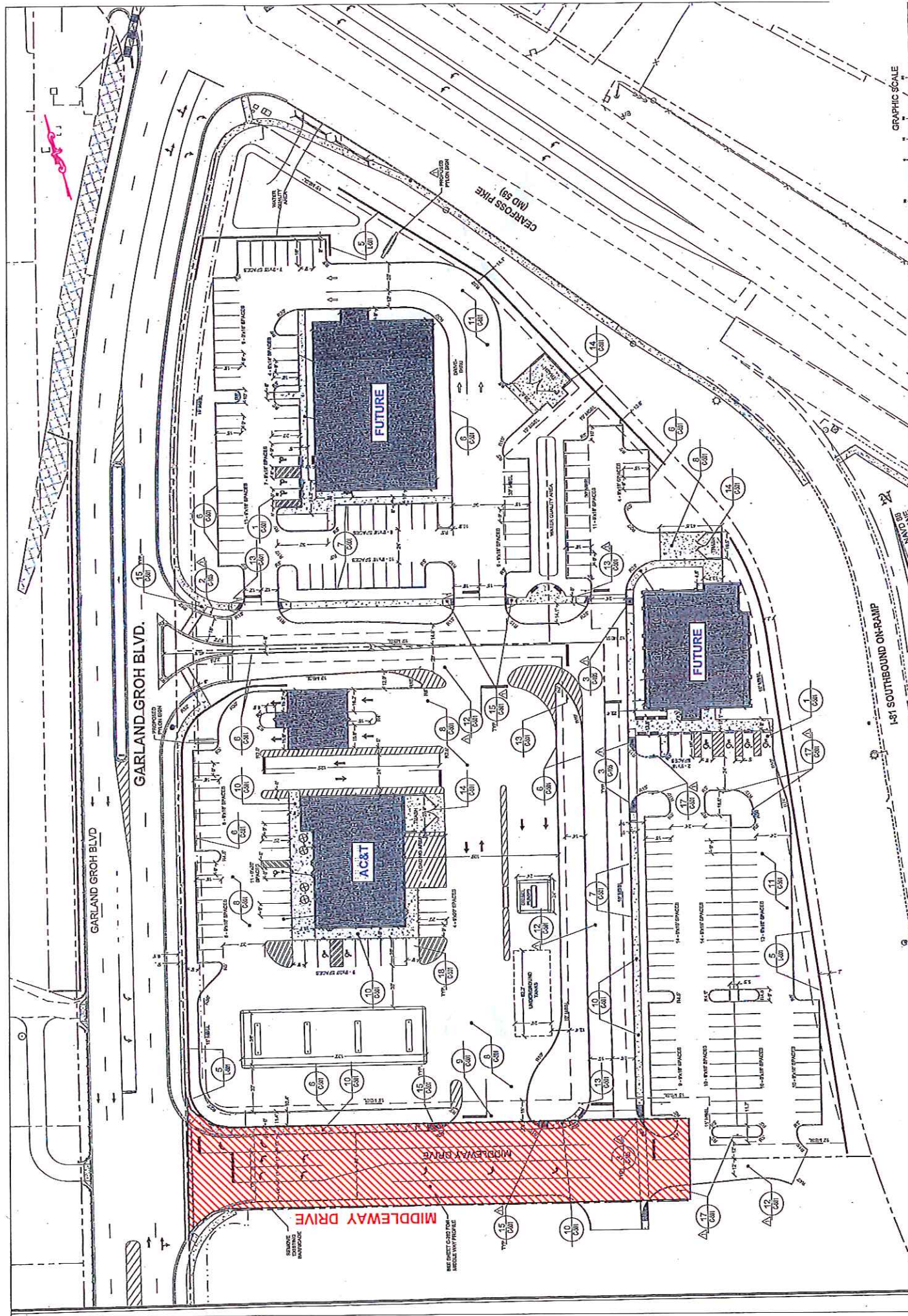
WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
David Gysberts, Mayor

Date of Introduction: 12/15/2015
Date of Passage: 12/15/2015
Effective Date: 12/15/2015



VICINITY MAP - MIDDLEWAY DRIVE

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

Topic:

Approval to Accept a Grant from the Maryland Department of Health and Mental Hygiene

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Health_Department_Grant.pdf

Description

Motion

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 15, 2015

TOPIC: Approval to Accept a Grant from the Maryland Department of Health and Mental Hygiene

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

MOTION: I hereby move to authorize the City to accept a Grant from the Maryland Department of Health and Mental Hygiene. The grant is \$10,000 and has no cash match. By accepting this grant, we will expand the Recreation Division's health and fitness programs, and develop a Recreation Program Guide.

DATE OF PASSAGE: 12/15/2015



DEPARTMENT OF
HEALTH AND MENTAL HYGIENE



**MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE
STANDARD MEMORANDUM OF UNDERSTANDING (MOU)
INTRA-AGENCY/INTERGOVERNMENTAL AGREEMENT
State and Local Public Health Actions to Prevent Obesity, Diabetes and Heart Disease
(Grant Number F682N)**

This Memorandum of Understanding/Agreement, dated October 1, 2015, and entitled

is hereby entered into between the Washington County Health Department,
a unit of the Maryland Department of Health and Mental Hygiene, hereafter known as "the Department", and
The City of Hagerstown,
a system city government hereafter known as "the City of Hagerstown."

The services, which are the subject of this Memorandum of Understanding/Agreement, are to commence on
or about October 1, 2015, and terminate September 30, 2016.

The total cost to the Department for the provision of the described services shall not exceed

\$ \$10,000.00. This amount shall be payable to the City of Hagerstown at this
frequency
monthly, upon receipt of a specific invoice
and in accordance with Section I of this Memorandum of Understanding/Agreement.

SECTION I. BILLING AND BUDGET

This Agreement is for provision of: *(Please make the appropriate selection.)*

- ☐ A. Services Controlled by the DHMH Human Services Agreements Manual

If this Agreement is for the provision of human services using a cost reimbursement methodology, the Government must submit payment requests in the manner prescribed in the Department's Human Services Agreements Manual, using the DHMH 437 billing forms package. For such human services agreements, the Government must also complete a DHMH 432 Budget package and enclose it with this Agreement. This completed 432 Budget package is deemed to be an incorporated part of this Agreement, as indicated by its reference in Section VII. Payment shall be limited to reimbursement of actual costs as identified by the Government on form DHMH 440 End of Year Reconciliation.

- ☒ B. Other Services Billing and Budget

If this is a cost reimbursement Agreement, for the provision of services not controlled by the Human Services Agreements Manual, the submission of a detailed budget, in which indirect cost is specifically identified, is required. This completed budget will be deemed to be an incorporated part of this Agreement, as indicated by its reference in Section VII.

- ☐ C. Services Provided by Another State Agency

If this agreement is with another agency of the State of Maryland, both parties agree to comply with the directives of the Comptroller of the State of Maryland concerning payment for inter-agency agreements. Payment to the other State agency under this agreement will be made via the Financial Management Information System (FMIS) of the State Comptroller's Office, using an Interagency Transfer. The other State agency shall include the following information on all invoices:

- 1.) Amount of invoice
- 2.) Services rendered
- 3.) Agency's Control Number (or ADPICS #)
- 4.) DHMH Control Number (or ADPICS #)
- 5.) Financial Agency Code
- 6.) PCA and Agency Object Codes
- 7.) Transaction Code

- ☐ D. Other

If A, B or C do not apply, please insert appropriate text/language here.

If this agreement is not with another agency of the State of Maryland, invoices are to be sent to this address:

Washington County Health Department 1302 Pennsylvania Avenue

(DHMH CONTRACT MONITOR STREET AND ROOM ADDRESS)

Hagerstown, Maryland 21742

(DHMH CONTRACT MONITOR CITY, STATE, AND ZIP CODE)

If also identified below, a copy (which shall be marked "copy") shall also be sent to:

(INDIVIDUAL NAME and TITLE)

(STREET AND ROOM ADDRESS)

(CITY, STATE, AND ZIP CODE)

SECTION II. MANDATORY PROVISIONS

A. Nondiscrimination in Employment

The Government agrees:

1. Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment;
2. To include a provision similar to that contained in subsection (1), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and
3. To post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

B. Federal Funding Acknowledgement

1. There (____ are / ☒ are not) programmatic conditions that apply to this contract, regardless of the type of funding. If applied, these conditions are contained in Section VII.
2. The total amount of federal funds allocated for the _____ is \$ _____ in Maryland State fiscal year _____. This represents _____% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or Invitation for Bid.
3. This contract (____ does/ ☒ does not) contain federal funds.

4. If contained, the source of these federal funds is:

The CFDA number is _____. The conditions that apply to all federal funds awarded by the Department are contained in Section VII. Any additional conditions that apply to this federally funded contract are contained in Section VII.

5. Acceptance of this agreement indicates your intent to comply with all conditions that are a part of this agreement.

C. Debarment

1. If Federal funds support the activities of this agreement (see paragraph B herein), the Government acknowledges, per the United States Office of Management & Budget's Grants and Cooperative Agreement with State and Local Governments, Circular A-102 (d) Debarment & Suspension, the following obligations of Federal granting agencies regarding debarment and suspension:

"Federal agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. Agencies shall establish procedures for the effective use of the List of Parties Excluded from Federal Procurement or Nonprocurement programs to assure that they do not award assistance to listed parties in violation of the Executive Order. Agencies shall also establish procedures to provide for effective use and/or dissemination of the list to assure that their grantees and subgrantees (including contractors) at any tier do not make awards in violation of the nonprocurement debarment and suspension common rule."

These requirements are incorporated in grantee and sub-grantee funding arrangements, and reflected in the Affidavit executed by the Government and appended to this Memorandum of Understanding/Agreement.

2. The Government also acknowledges the requirements of Sections 16-101 et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland reflected in the Affidavit executed by the Government and appended to this Memorandum of Understanding/Agreement.

SECTION III. MONITORS

The Agreement Monitor for the Department shall be:

Trina Barr
Name (Typed)
Administrator
Title (Typed)
1302 Pennsylvania Avenue
Business Address (Typed)
240-313-3218, trina.barr@maryland.gov
Business Telephone Number & Email Address (Typed)

The Department's Agreement Monitor is the primary point of contact within the Department for matters relating to this Agreement. The Department's Agreement Monitor shall contact the City of Hagerstown's Agreement Monitor immediately if the Department is unable to fulfill any of the requirements of, or has any questions regarding the interpretation of the provisions of the Agreement.

The Agreement Monitor for the City of Hagerstown shall be:

Rodney Tissue
Name (Typed)
City Engineer
Title (Typed)
One East Franklin Street Hagerstown, MD 21740
Business Address (Typed)
(301) 739-8577 ext. 125 rtissue@hagerstownmd.org
Business Telephone Number & Email Address (Typed)

The Government's Agreement Monitor is the primary point of contact within the Government for matters relating to this Agreement. The Government's Agreement Monitor shall contact the Department's Agreement Monitor immediately if the Government is unable to fulfill any of the requirements of, or has any questions regarding the interpretation of the provisions of the Agreement.

SECTION IV. BACKGROUND INFORMATION OF AGREEMENT

This document formalizes an agreement between DHMH/Washington County Health Department and the City of Hagerstown.

The Washington County Health Department was awarded a Centers for Disease Control and Prevention (CDC) State and Local Public Health Actions to Prevent Obesity, Diabetes, and Heart Disease (1422) grant to expand the Healthiest Maryland initiative through:

- Environmental strategies to promote health and reinforce healthful behaviors,
- Strategies to build support for lifestyle change, particularly for those at high risk, to support diabetes and heart disease and stroke prevention efforts.
- Health systems interventions to improve the quality of health care delivery to populations with the highest hypertension and prediabetes disparities
- Community clinical linkage strategies to support heart disease and stroke and diabetes prevention efforts

The Washington County Health Department and the City of Hagerstown will work in partnership to achieve these goals through marketing, promoting and conducting physical activities to improve the physical health of city and county residents.

SECTION V. DUTIES OF THE GOVERNMENT

The specific services to be provided by the Government under this Memorandum of Understanding are as follows:

- a. The City of Hagerstown will conduct activities as described in Attachment 1. b.
- b. Submit an invoice for actual expenditures along with original receipts for these expenditures. Total reimbursement for the project should not exceed \$10,000. **Of the 10,000, 75% (\$7,500) must be spent and the invoice received by the Washington County Health Department by May 15, 2016 and the remainder 25% (\$2,500) must be spent and the invoice received by the Washington County Health Department by September 15, 2016 All funds not spent or accounted for by the end of the contract period MUST be returned payable to the Washington County Health Department.**
- c. Semi-annual and annual report #DHMH 438 to include data reports and performance measures
- d. Adhere to all state and federal regulations regarding privacy and confidentiality of participants.

SECTION VI. DUTIES OF THE DEPARTMENT

In addition to the payment of funds as previously described, the Department also agrees to provide or do the following:

Provide technical assistance to City of Hagerstown staff working directly with the grant.

SECTION VII. INCORPORATION BY REFERENCE

Both parties hereby agree that the documents described below, if any, are hereby incorporated into and made an integral part of this Agreement: (Type "None", if none)

Exact Title of Document(s)	Number of Pages
Attachment 1	1

SECTION VIII. SIGNATURES

In acknowledgement of the foregoing description of the services and requirements of this Agreement, these authorized signatories of the Department and the Government do hereby attest to their acceptance of the terms and conditions of this Agreement.

For the City of Hagerstown

BY: _____

Signature

Name (Type or Print)

Title (Type or Print)

Date of Signing

FEIN

For the Department

BY: _____

Earl Stoner, Health Officer
Washington County Health Department

Signature

Earl Stoner

Name (Type or Print)

Health Officer
Title (Type or Print)

Date of Signing

DHMH Control Number (for internal use only) _____

DEBARMENT AFFIRMATIONS

In accordance with the requirements of United States Office of Management and Budget's Grants and Cooperative Agreements with State and Local Governments Circular A-102(d), Debarment and Suspension:

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____
(title)

and the duly authorized representative of

(name of government entity)

and that I possess the legal authority to make this Affidavit on behalf of myself and the entity for which I am acting.

B. AFFIRMATION REGARDING DEBARMENT

I HEREBY AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entity, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the entity, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

--

C. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The entity was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
2. The entity is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred entity, except as follows [indicate the reason(s) why the affirmations cannot be given without qualification]:

--

D. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entity, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

Attachment 1

**State and Local Public Health Actions to
Prevent Obesity, Diabetes and Heart
Disease
Grant Proposal - City of Hagerstown**

Goals / Outcomes

Create and distribute Recreation Brochure and Fitness Program flyers
Create and display Banners
Assign Staff to implement new Fitness Programs
Collect data (attendance at programming, effectiveness of marketing,)

Total Budget: \$10,000

Of the 10,000, 75% (\$7,500) must be spent and the invoice received by the Washington County Health Department by May 15, 2016 and the remainder 25% (\$2,500) must be spent and the invoice received by the Washington County Health Department by September 15, 2016. All funds not spent or accounted for by the end of the contract period MUST be returned payable to the Washington County Health Department.

Budget	
Fitness/Wellness Contractor to develop, execute walking programs, assist with Miler Newsletter, program new fitness classes - 10 hrs week/14weeks/\$15/hr	\$2,000
Create and Display Program Banners	\$1,000
Design and Printing Spring/Summer Brochure	\$4,000
Park Signage – for new fitness challenges/promotions throughout the parks	\$3,000
Total	\$10,000

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

Topic:

Approval of Noise Ordinance Exemption for Fireworks at What's NXT New Year's Eve Donut Drop

Mayor and City Council Action Required:

What's NXT is coordinating a fireworks feature to the Krumpe's New Year's Eve Do-nut Drop with City staff and request a motion to be approved by the Mayor and City Council to be exempted from the City's noise ordinance

Discussion:

What's NXT is coordinating a fireworks feature to the Krumpe's New Year's Eve Do-nut Drop with City staff and request a motion to be approved by the Mayor and City Council to be exempted from the City's noise ordinance. This will be reviewed by the Mayor and City Council as part of preliminary agenda review on December 8, 2015 and regular session on December 15, 2015.

What's NXT is presenting the Krumpe's New Year's Eve Do-nut Drop on December 31, 2015 in Public Square. Preparations will begin at 4:00 p.m. and activities beginning at 5:00 p.m. with the kid's zone taking place at the First hose Fire Company. The event continues to feature free coffee, free hot chocolate, free popcorn and Krumpe's Do-nuts. Family festivities begin at 6:00 p.m. and the donut drop begins at 6:59 p.m.

Financial Impact:

Recommendation:

Motion:

I hereby move that Mayor and Council approve the addition of fireworks to the What's NXT New Year's Eve Do-nut Drop event for 2015 and that the Mayor and Council's approval will exempt the event from the City of Hagerstown's Noise Ordinance under section 155-5 of the Code of the City of Hagerstown.

Action Dates:

Date of Passage: December 15, 2015

ATTACHMENTS:

File Name

Donut_Drop_motion.pdf

Donut_Drop_-_Memo.pdf

Description

Motion

Approval of What's NXT
New Year's Eve Do-nut Drop
2015

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: December 15, 2015

TOPIC: Approval of What's NXT New Year's Eve Do-nut Drop 2015

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

MOTION: I hereby move that Mayor and Council approve the addition of fireworks to the What's NXT New Year's Eve Do-nut Drop event for 2015 and that the Mayor and Council's approval will exempt the event from the City of Hagerstown's Noise Ordinance under section 155-5 of the Code of the City of Hagerstown.

DATE OF PASSAGE: 12/15/2015



CITY OF HAGERSTOWN, MARYLAND

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

December 3, 2015

TO: Valerie Means, City Administrator

FROM: Gaela S. M. Shoop, Community Events Coordinator

**RE: FIREWORKS – NOISE ORDINANCE EXEMPTION
FOR WHAT'S NXT NEW YEAR'S EVE DONUT DROP**

What's NXT is coordinating a fireworks feature to the Krumpe's New Year's Eve Do-nut Drop with City staff and request a motion to be approved by the Mayor and City Council to be exempted from the City's noise ordinance. This will be reviewed by the Mayor and City Council as part of preliminary agenda review on December 8, 2015 and regular session on December 15, 2015.

What's NXT is presenting the Krumpe's New Year's Eve Do-nut Drop on December 31, 2015 in Public Square. Preparations will begin at 4:00 p.m. and activities beginning at 5:00 p.m. with the kid's zone taking place at the First hose Fire Company. The event continues to feature free coffee, free hot chocolate, free popcorn and Krumpe's Do-nuts. Family festivities begin at 6:00 p.m. and the donut drop begins at 6:59 p.m.

Thank you in advance for your assistance and support of activities in the City of Hagerstown.



cc: Jill Frick, Director, DCED

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

Topic:

Approval of Application for FY 2017 Program Open Space Projects

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Program_Open_Space.pdf

Description

Motion

REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **December 15, 2015**

TOPIC: Approval of Application for FY 2017 Program Open Space Projects

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

MOTION: I hereby move for Mayor and Council approval of an application to Washington County requesting FY 2017 Program Open Space development funding of improvements to the City's recreational facilities (by priority) as follows:

1. Park Play Equipment – benches and trash cans- \$36,000
2. 202 Train Exhibit Pavilion Amenities - \$9,000
3. Potterfield Pool: Spray Amenities and Climbing Wall - \$22,500
4. Outdoor Exercise Equipment - \$13,500
5. Replace whitecoat, deep end of Potterfield Pool - \$45,000

I further move to request \$100,000 in land acquisition funds for purchase of real property as part of the A & E Trail project.

DATE OF PASSAGE: 12/15/2015

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

Topic:

Introduction of an Ordinance: Kreyn Local Conversion District Overlay (ZM-2015-01)

Mayor and City Council Action Required:

Introduction of ordinance for the Kreyn local conversion district overlay at 702 W. Washington Street.

Discussion:

Case was discussed with the Mayor and City Council on December 8th. Public hearing is scheduled for December 15th and it is anticipated the record will be kept open for 10 days and the results discussed at a work session in January. Introducing the ordinance the same night as the hearing will cut the approval process by one month, while still allowing for adequate public input to the process.

Financial Impact:

Recommendation:

Approval. Any conditions resulting from Mayor and City Council consideration and review of hearing and public testimony can be reflected in the ordinance when the approval vote is taken on January 26th.

Motion:

I hereby move that the Mayor and City Council Introduce an Ordinance for a Local Conversion District Overlay, including the two conditions endorsed by the Planning Commission, on property located at 702 West Washington Street

Action Dates:

December 15th – Public Hearing

December 15th – Introduction of Ordinance for Local Conversion Overlay Rezoning

January 5, 12, or 19 – Follow-up Discussion with Staff in Work Session

January 26 – Approve, Approve with modifications, or Deny ordinance for Local Conversion Overlay Rezoning

ATTACHMENTS:

File Name

ZM201501Ordinance_Introduction_Materials.pdf

Description

Motion Sheet and Ordinance
Materials

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 15, 2015

TOPIC: **Introduction of an Ordinance: Kreyn Local Conversion District Overlay (ZM-2015-01)**

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

MOTION: I hereby move that the Mayor and City Council Introduce an Ordinance for a Local Conversion District Overlay, including the two conditions endorsed by the Planning Commission, on property located at 702 West Washington Street

DATE OF INTRODUCTION: 12/15/2015
DATE OF PASSAGE: 01/26/2016
EFFECTIVE DATE: 02/25/2016

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
AND ZONING MAP OF THE CITY OF HAGERSTOWN**

WHEREAS; pursuant to the provisions of Article 4, Zoning, of the Land Management Code of the City of Hagerstown, Maryland, an application for rezoning and zoning map reclassification was made by **ALEX KREYN (T/A KREYN ENTERPRISES INC.)**;

WHEREAS; said application for zoning classification and amendment to the Zoning Map and Zoning Ordinance is known and designated as Case No. ZM-2015-01;

WHEREAS; the Mayor and City Council, as the duly constituted legislative body for the City held a Public Hearing in compliance with said Ordinance on December 15, 2015, wherein the Applicants and the general public were given an opportunity to fully present evidence and information pertinent to the request for zoning classification amendment and amendment to the Zoning Ordinance;

WHEREAS; the Mayor and City Council, prior to and subsequent thereto, have complied with all of the provisions of the General Laws of the State of Maryland and the Zoning Ordinance for the City of Hagerstown;

WHEREAS; said Mayor and City Council do find and determine in this case, based on said Public Hearing and the evidence presented therein, and having considered all of the criteria as set forth by the laws of the State of Maryland and the Zoning Ordinance, did on January 26, 2016, take formal action to approve the Local Conversion District Overlay for the property designated as **702 WEST WASHINGTON STREET**, Hagerstown, Maryland.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council for Hagerstown, Maryland, that the Zoning Reclassification and Zoning Map Amendment requesting Case No. ZM-2015-01 for a Local Conversion District Overlay and is hereby granted.

WITNESS:

MAYOR AND CITY COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

PUBLIC HEARING: 12/15/2015
DATE OF INTRODUCTION: 12/15/2015
DATE OF PASSAGE: 01/26/2016
EFFECTIVE DATE: 02/25/2016

**ATTACHMENT "A" ZONING
RECLASSIFICATION APPLICATION NO. ZM-2015-01**

Applicant: Alex Kreyn (t/a Kreyn Technology Inc.)
Location: 702 West Washington Street / 5 Winter Street
Hagerstown, Maryland 21740

OPINION AND FINDINGS OF FACTS

The foregoing matter was heard at Public Hearing by the Mayor and City Council on December 15, 2015, in accordance with the provisions of the Zoning Ordinance for the City of Hagerstown, Maryland.

FINDINGS OF FACT

The property which is the subject of the proposed map amendment is located at 702 West Washington Street / 5 Winter Street. The property is under one (1) ownership. The tract consists of 0.16 acres, more or less. The property is currently contains four (4) dwelling units on the second floor with a former storefront commercial space on the first floor which was constructed prior to October 1, 1956. The owner represented to the Mayor and City Council that it is his intent to reopen the first floor storefront space for one of the following uses: retail/wholesale, a restaurant, an artist live/work space, an ambulatory health care service, a business office, or a catering kitchen. It is also to owner's intent to retain the four (4) existing dwelling units on the second floor. The proposal is in accordance with the provisions for a Local Conversion District as set forth in the Hagerstown Zoning Ordinance, including the following:

1. A Local Conversion District Overlay is permitted in the underlying zoning district of RMED (Residential-Medium Density);
2. Retail/wholesale establishments, restaurants, artist live/work spaces, ambulatory health care services, offices, and catering kitchens, are permitted uses in the Local Conversion District Overlay;
3. The building was constructed prior to October, 1956;

4. The front of the building is oriented toward West Washington Street and Winter Street, both public streets;
5. The total land area of the subject parcel is approximately 7,169 square feet, which is below the maximum square footage allowed of 20,000 square feet of land area.
6. No additions to the building are proposed;
7. Outdoor vending machines are prohibited and none are proposed;
8. Outdoor storage is not allowed, with the exception of display of merchandise at convenience and grocery stores if historically a part of a use on the subject property which is not applicable in this case;
10. Storefronts previously modified or enclosed shall be rehabilitated to reintroduce a storefront window display design.

The Local Conversion District Overlay was designed to allow the adaptive reuse of pre-1956 commercial and mixed-use buildings embedded in residential districts on small lots, provided they are reviewed individually so that the proposal is complimentary to the residential nature of the area in which it is located. This site was analyzed for this application and the following conditions were approved and endorsed by the Planning Commission:

1. Both storefronts shall be rehabilitated to reintroduce a storefront window display design; however, the storefront along West Washington Street will not be required to include a door.
2. No more than 50% of the area of the storefronts shall be used for windows graphics.

CONCLUSION

Therefore, the Mayor and City Council find that those matters contained in the staff analysis and presented by the applicants at the Public Hearing on December 15, 2015, to be true and accurate, and that all procedural requirements prerequisite to approval of the Local Conversion District Overlay by this Body have been met. The Mayor and City Council find as a matter of fact that the proposal generally does not violate the spirit and intent of the Zoning Ordinance. We further find that the approval of the proposed Local Conversion District Overlay modification will not materially or adversely affect adjoining properties provided the two (2) enumerated conditions are adhered to.

**MAYOR AND COUNCIL FOR THE
CITY OF HAGERSTOWN, MARYLAND**

By: _____
David S. Gysberts, Mayor