

**Joint Meeting with Board of Washington County Commissioners and Regular
Session (23rd Voting Session)
Mayor and City Council
October 26, 2021
Agenda**

**The agenda and meeting packet is available
at www.hagerstownmd.org/government/agenda**

**10:00 AM Joint Meeting with Board of Washington County Commissioners, 100 W. Washington
Street, Hagerstown, Maryland
911 Center Operations Update**

7:00 PM - October 26, 2021 - REGULAR SESSION -Council Chamber, 2nd floor, City Hall

I. CALL TO ORDER

Mayor Emily Keller

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. Rules of Procedure - Effective December 15, 2020
- 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, November 2, 2021 - Work Session at 4:00 p.m.
 - 2. Tuesday, November 9, 2021 - Work Session at 4:00 p.m.
 - 3. Tuesday, November 16, 2021 - Work Session at 4:00 p.m.
 - 4. Tuesday, November 23, 2021 - Regular Session at 7:00 p.m.
 - 5. Tuesday, November 30, 2021 - No Meeting Scheduled

V. PROCLAMATION

- A. Complex Regional Pain Syndrome Awareness Month

VI. AGENDA ITEM CITIZEN COMMENTS

Citizens are welcome to provide comments in person or by sending an email to councilcomments@hagerstownmd.org no later than 5:00 p.m. on Tuesday, October 26, 2021. Include your full name, home street address, and topic of your comments. You may attach a letter to the email, or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

VII. MINUTES

September 14, 2021, September 21, 2021, and September 28, 2021

VIII. CONSENT

B. Fire

1. 2023 Aerial Ladder Truck (Replacement of 1994 Aerial Ladder Truck) - Atlantic Emergency Solutions (Manassas, VA) \$ 1,458,672.00

C. Information Technology

1. Annual Support and Maintenance Contract Renewals - Glessner Technologies (Hagerstown, MD) \$ 23,543.00

D. Public Works

1. Bulk Road Salt - Cargill, Inc. (North Olmstead, OH) \$ 76.38 per ton

E. Utilities

1. Light: Conduit and Associated Materials for Northpoint Development - Wesel Blvd. - Scott Electric (Greensburg, PA), \$79,357.60
2. Water: 2022 Ford Escape AWD - Keystone Ford (Chambersburg, PA) \$ 24,700.00
3. Water: 2021 F-550 Chasis and Utility Body - Keystone Ford (Chambersburg, PA) \$ 95,392.00
4. Water: 2022 F-750 Diesel Regular Cab with Dump Bed - Keystone Ford (Chambersburg, PA) \$ 94,646.00
5. Water: Installation of Fiber Optic Transmission Line - RC Willson WTP - Antietam Cable Television (Hagerstown, MD) \$ 56,188.00
6. Wastewater: Truck/Van RCA Camera Unit - Atlantic Machinery (Silver Spring, MD) \$ 425,936.75

IX. UNFINISHED BUSINESS

- A. Approval of an Ordinance: Amending the City Code, Chapter 140, Land Management Code (LMC) – Small-Scale Breweries, Wineries, and Distilleries
- B. Approval of an Ordinance: Authorizing the Purchase of Property Located at 32 N. Potomac Street, Hagerstown, Maryland

X. NEW BUSINESS

- A. Introduction of an Ordinance: Sale of a Portion of Property and Purchase Agreement with GB&J's, LLC
- B. Approval of a Resolution: Acceptance of Railway Occupancy Agreement with CSX Transportation, Inc. - Sanitary Sewer Lining along West Washington Street
- C. Approval of a Resolution: Closing Portions of Alley 3-39 and 3-45 to Thru Traffic
- D. Approval of a Resolution: First Amendment to Real Estate Purchase and Sale Agreement for a Portion of 441 South Potomac Street with Columbia Gas of Maryland, Inc.
- E. Approval of License Agreement - New Alexander House, LLC
- F. Approval of Landowner Project Agreement with Western Maryland Resource Conservation and Development Council (WMRC&DC) for Tree Planting

- G. Approval of Invest Hagerstown: City Center Redevelopment Grant Application for 53 W. Washington Street – Blackthorn Capital Partners LP
- H. Approval of Open Container Exemption – Augustoberfest Charitable Foundation at Christkindl Markt
- I. Approval of Open Container Exemption for Downtown Hagerstown Halloween Block Party - October 30, 2021
- J. Approval of FY22 Axon Body Camera Payment (5 year contract)
- K. Approval of FY22 Part-Time and Seasonal Employee COVID Compensation for Calendar 2020
- L. Approval of an Agreement with Eastern Sports Management, LLC
- M. Approval of Rent Relief for the Hagerstown Ice Amateur Athletic Association (HIAAA)

XI. GENERAL CITIZEN COMMENTS

XII. CITY ADMINISTRATOR'S COMMENTS

XIII. MAYOR AND COUNCIL COMMENTS

XIV. ADJOURN

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

Topic:

The agenda and meeting packet is available
at www.hagerstownmd.org/government/agenda

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Joint Meeting with Board of Washington County Commissioners, *100 W. Washington Street,
Hagerstown, Maryland*
911 Center Operations Update

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Mayor Emily Keller

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

- A. Rules of Procedure - Effective December 15, 2020
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Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Complex Regional Pain Syndrome Awareness Month

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Citizens are welcome to provide comments in person or by sending an email to councilcomments@hagerstownmd.org no later than 5:00 p.m. on Tuesday, October 26, 2021. Include your full name, home street address, and topic of your comments. You may attach a letter to the email, or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Comments_Email_-_Ted_Atkinson.pdf
Comments_Email_-_Ginny_Atkinson.pdf
Comments_Email_-_Bette_Shifler.pdf

Description

Comments - Ted Atkinson
Comments - Ginny Atkinson
Comments - Bette Shifler

Donna Spickler

From: butcherted <butcherted@myactv.net>
Sent: Tuesday, August 24, 2021 4:43 PM
To: Council Comments
Subject: Harrison Tract Proposal

Importance: High

ATTENTION! This message originated from an **external source**. Please use proper judgment and caution when opening **attachments, clicking links, or responding** to this email. Any claims of being a City official or employee **should be verified** and not assumed to be true. Please contact the IT department if you have any questions or concerns about this email or its contents.

Ted Atkinson
308 HEbb Rd
Hagerstown, MD.

To the Mayor and City Council of Hagerstown, MD.

Although I am not a native of Hagerstown I have lived here for 25 years as of August 25th of this year. We moved here with our daughter and grand children to give them a place of security and small town community. They could walk or ride their bikes to Funkstown park, or go to the little neighborhood market to meet friends and get a snowball. The Funkstown Elementary school was within walking distance and everything was secure and a great small community.

I know that time does not stand still and life changes but what is being proposed for this parcel of land is just not suitable for that location. This is wrong on so many levels.

First and foremost is the truck traffic that will be allowed to cross Edgewood drive and cause numerous problems not only with the public transportation but most seriously with the emergency services that traverse north and southbound to get to and from emergencies and to the local hospital just north of this intersection. This will cause unnecessary delays in the time for these emergency responders to arrive to the situation. A traffic study should be done on Edgewood Drive 7 days a week at the very minimum of a 12 hour day from 7a.m. to 7p.m.

The traffic along this road is very congested in the evening and this project will not make this traffic problem any better.

Secondly, the deforestation of this land will cause and create major flooding to the surrounding properties and neighborhoods. Even with the newest technology in paving there will still be flash flooding that will not be able to be absorbed into this pavement and concrete around this warehouse project. this tract of land is bordered on the south and east by Antietam Creek and any heavy rain or flash flooding will therefore flow into Antietam Creek which then flood out into surrounding areas and neighborhoods and also most likely flood into the two water treatment plants that adjoin this creek. I would think that the E.P. A. should seriously look into this proposal and assess what would take place in the case of this development causing flooding into Antietam Creek and then the damage it could cause.

thirdly, what this water run off will do as to the pollution from the chemicals contained in asphalt. There will be an immense amount of asphalt surrounding these 2 warehouses and when the water run off from this asphalt will most likely contaminate the Antietam Creek and therefore become harmful to the surrounds neighbors and any farm land.

I can only predict what the damage will take place from this project and not to mention the congestion and noise from these trucks going to and from these warehouses.

PLEASE! consider all possibilities to all the negative affects that will take place if this proposal is approved and is built.

Respectfully
Ted Atkinson
308 Hebb Rd.
Hagerstown, MD

Donna Spickler

From: tedsluca <tedsluca@myactv.net>
Sent: Tuesday, August 24, 2021 5:01 PM
To: Council Comments
Subject: Harrison Tract Project-1527 Howell Rd.

Importance: High

ATTENTION! This message originated from an **external source**. Please use proper judgment and caution when opening **attachments, clicking links, or responding** to this email. Any claims of being a City official or employee **should be verified** and not assumed to be true. Please contact the IT department if you have any questions or concerns about this email or its contents.

Ginny Atkinson
308 Hebb Rd
Hagerstown, MD
21740

To the Mayor and City Council of Hagerstown, MD.

We of Funkstown and surrounding neighborhoods implore you to very seriously consider what the impact of this proposal will have not only on the town of Funkstown but also on the citizens who travel on Edgewood Dr., Dual Hwy. and Howell Rd.

The amount of truck traffic that is being suggested with this 1.91 million sq. ft. warehouse project will so very adversely affect our community in so many ways.

1. This will create a major traffic congestion on top of the traffic congestion already taking place on Edgewood Dr. going to and from Funkstown and beyond. A traffic study should be done at the very least for a week and on a 12 hour a day time frame.

this will show exactly how much traffic traverses on this road and especially in the late afternoon and at evening hours.

2. How will this effect the emergency services trying to get to an emergency and to the hospital located just north of this proposed project. This truck traffic could cause serious delay in response time to our emergency services going to the emergency location and also trying to get the injured parties to the hospital e.r.

3. The major deforestation of the parcel will create major flooding throughout this area and surrounding neighborhood. Even with today's technology in porous concrete and asphalt should there be a flash flood or torrential downpour this concrete and asphalt will most likely not be able to absorb the amount of rainfall that will take place. The excess water will then flow into the Antietam Creek that surrounds this parcel and will then overflow and creat more flooding into all surrounding areas.

4. POLLUTION! from the chemicals in the asphalt after a major rain fall.

Please, take this all into serious consideration!

Respectfully,
Ginny Atkinson
308 Hebb Rd.,
Hagerstonw, MD

Donna Spickler

From: Bette Shifler <bjshifler@myactv.net>
Sent: Tuesday, August 24, 2021 5:06 PM
To: Council Comments
Subject: warehouses

ATTENTION! This message originated from an **external source**. Please use proper judgment and caution when opening **attachments, clicking links, or responding** to this email. Any claims of being a City official or employee **should be verified** and not assumed to be true. Please contact the IT department if you have any questions or concerns about this email or its contents.

As a life long citizen of Washington County, I would like to ask you to reconsider all the warehouses that are planned to go up in the area. Much of the space you are planning on using for them is currently being used for agricultural, and I hate to see this happen, once its gone its gone for ever. There are already so many empty buildings and around Hagerstown and the County. The beautiful farm on Rt 40 would be such a shame to lose. Also, the Howell Road property is an accident waiting to happen daily. This area coming off Rt 40 heading into town, is already a mess. Not to mention when an accident happens on Rt 70. This whole area is a nightmare. I would also like to know where the money is coming from to buy all these properties. Please reconsider these warehouses,

Bette Jo Shifler
20017 Beaver Creek Rd
Hagerstown, MD

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

Topic:

September 14, 2021, September 21, 2021, and September 28, 2021

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Minutes.pdf

Description

Motion - minutes

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: October 26, 2021

TOPIC: **Approval of Minutes**

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

MOTION: I hereby move for the approval of minutes, as presented, for the Mayor and Council meetings held on September 14, 2021, September 21, 2021, and September 28, 2021.

DATE OF PASSAGE: October 26, 2021

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

Topic:

2023 Aerial Ladder Truck (Replacement of 1994 Aerial Ladder Truck) - Atlantic Emergency Solutions (Manassas, VA) \$ 1,458,672.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Consent_Agenda.pdf
Fire_-_2023_Aerial_Ladder_Truck.pdf

Description

Motion - Consent Agenda
2023 Aerial Ladder Truck

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: October 26, 2021

TOPIC: Consent Agenda

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

MOTION: I hereby move that all the Consent Agenda be approved as presented.

Note: If you want to discuss any one item listed on the Consent Agenda, you must first make a request to remove that item from the Consent Agenda. The item automatically is moved to the last item under New Business and may then be discussed at that time. The appropriate motion for approval then is:

“I hereby move that the Consent Agenda, with the exception of (list item and topic) be approved.”

Do Not Complete This Section

Approved Consent Agenda: _____

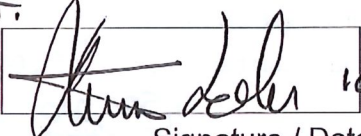
New Business: _____

Quantity	Description	Value
1	Replacement of 1994 Simon Duplex/LTI TDA ladder truck	
	With prepay options, the final price is reduced to	1,458,672.00
	(Original Price \$1,464,672.00)	

[illegible]

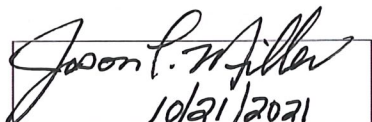
(1) Department Manager

RECOMMEND APPROVAL IMMEDIATELY TO SECURE THIS PRICE WITHOUT FURTHER INCREASES. THIS TRUCK WAS DEFERRED FOR 4 YEARS SINCE ORIGINALLY RECOMMENDED FOR REPLACEMENT.

 10/19/21
Signature / Date

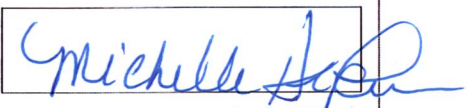
(2) Purchasing Agent:

Recommend approval.

 10/21/2021
Signature / Date

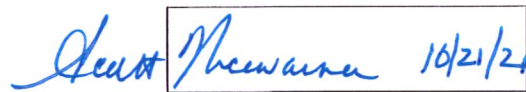
(3) Finance Manager:

Recommend- the FY22 budget included issue of new bond for this purchase which will not happen. Alternative funding has been identified through sec 2020 revenue loss (ARPA funding) and contributions from 2 fire service companies.
ARPA funding not to exceed \$1.2M


Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

 10/21/21
Signature / Date



CITY OF HAGERSTOWN, MARYLAND

Steven E. Lohr
Fire Chief

October 19, 2021

TO: Hagerstown Mayor and Council

FROM: Fire Chief Steven E. Lohr

SUBJECT: Ready Reserve Truck-3 Replacement – October Consent Agenda

Staff is requesting to order a 2023 PIERCE 100-foot tractor drawn aerial ladder truck from Atlantic Emergency Solutions of Manassas, VA. The total retail price of this unit was **\$1,464,672.00** after all negotiated concessions and discounts.

Staff recommends the 50% pre-payment option which obligates the city to pay **\$732,336.00 which is due 15 days after contract signing.** The pre-payment discount of \$27,669., reduces the final contract price to **\$1,437,003.00.** The estimated delivery date is 19 months out or, March 2023 when the final payment balance of **\$704,667.00** will be due 30 days net after delivery. This pricing does not include portable equipment which is estimated at \$100,000.00.

City funding will be further reduced by a \$105,000.00 contribution from both the Pioneer Hook and Ladder Company and the Western Enterprise Volunteer Fire Company. Therefore, **the total city cost will be \$1,227,003.00.**

As previously briefed, this unit will replace a 29-year old similar unit that has outlived any reasonable replacement cycle. We expect that the existing truck will bring little if anything at auction and may in fact need to be parted out and scrapped.

Staff will be present to answer any questions you may have.

cc: Scott Nicewarner
Michelle Hepburn
Tyler French
Chief Hopkins
Captain Stoops
Julie Statler-file



10/19/2021

Chief Lohr,

Please see the following proposal for one Pierce Arrow XT Tractor Drawn Aerial. This price includes all manufacture discounts and is based off todays lead time.

Discount Contract Price \$1,464,672.00 (30 Day Net After Delivery)

\$732,336.00 (**Pre-Pay 50%**) for an additional discount of -27,669.00 For Total Cost Of **\$1,437,003.00.**

\$732,336.00 due within 15 days of contract signing. Remainder discount balance of \$704,667.00 due at final delivery (30 Day Net).

Current delivery schedule is 19 months build time.

Rodney Guessford
Atlantic Emergency Solutions
240-527-7044

Rodney Guessford

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

Topic:

Annual Support and Maintenance Contract Renewals - Glessner Technologies (Hagerstown, MD)
\$ 23,543.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

IT_-_Annual_Support_and_Maintenance_Contract_Renewals_-_
_Signed_Consent_Form.pdf

Description

Annual Support and
Maintenance Contract
Renewals

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 10/19/2021**

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

Originating Department: IT & Support Services By: Jim Snyder, IT Manager
Account Number: 0107200 - 537801 Account / Project Name: Info Tech - Expenditures
Budget Amount: \$23,543.00 Account Balance: \$25,840.61 Year: FY22 CIP Control No. _____
Unbudgeted \$: \$0.00 Source of Funds: General Fund - IT operating budget

Quantity	Description	Value
1	Glessner Technologies – Annual Support and Maintenance Contract Renewals	\$23,543.00

TOTAL VALUE OF PROJECT: \$23,543.00

ABOVE TO BE USED FOR:

Covers annual maintenance and support from Glessner Technologies for all telephone/telephony systems at eight separate locations across the city of Hagerstown. This also includes annual renewals for the TASKE Call Center application software and the REPLAY T1/T1-PRI for two T1 support lines. Contract also includes 106 hours of pre-paid labor (for service calls) .

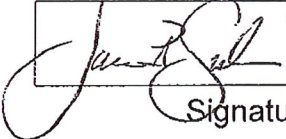
Recommended Vendor:

Business Name: Glessner Technologies
Address: 1216 Sherman Avenue
City, State: Hagerstown, MD 21740
Bid/Proposal/Quote No.: _____

OTHER VENDORS:		
Firm	City/State	Total Amount
Glessner Technologies is the Sole Source for the City of Hagerstown's enterprise-wide telephone/telephony service and support.		

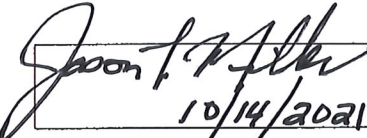
(1) Department Manager

Price includes annual support and maintenance contracts for eight (8) locations across the City of Hagerstown. Also includes TASKE Call Center application software renewal and includes 106 hours of pre-paid labor (for use against any service calls throughout the year).

 9-21-21
Signature / Date

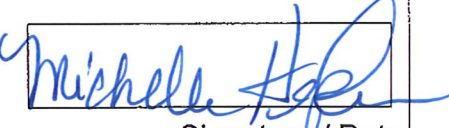
(2) Purchasing Agent:

Recommend approval.

 10/14/2021
Signature / Date

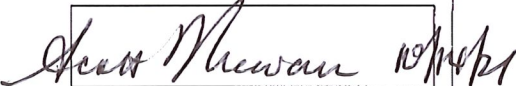
(3) Finance Manager:

Recommend approval of this continued maintenance coverage needed for phone system.

 10/14/21
Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

 10/14/21
Signature / Date



GLESSNER™
TECHNOLOGIES
ALARMS • IT SOLUTIONS • TELECOM



Proposal for Maintenance and Support for 12 consecutive months beginning October 1, 2021 and ending September 30, 2022.

City Hagerstown
1 East Franklin Street
Hagerstown MD 21740

1. Prepaid labor block 106 hours total used in 15 minute increments, available to all locations supported
2. 75% of any remaining hours to be carried over to next year and next year can be reduced accordingly
3. If (106) hours are exceeded the billing rate will become \$ 110.00 per hour for the remainder of the period this agreement is in place

Investment items 1-3 \$ 9,500.00 Prepaid

4. 12 Months of warranty and labor support for all phone systems attached to the campus network for the City Hagerstown, including the phones (Exception is HPD) 12 Month support for the TASKE software for the Call Center application, 12 Month support for the TAPIT call management software package included 24/7/365

Investment item 4 \$ 15,495.00 Prepaid (Discount \$ 3,962.00 Prorated from staggered payments)
\$ 11,533.00 Due October 1, 2021

5. 12 Months of warranty and labor support for phone system at HPD including all phones attached to that system 24/7/365 support

Investment item 5 \$ 2,510.00 Prepaid

TOTAL INVESTMENT DUE: \$ 23,543.00 Prepaid

Darcy L Kline

Glessner Technologies 1216 Sherman Ave. Hagerstown, MD 21740
240-527-2020 FAX 301-416-7174 darcyk@glessner.net

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

Topic:

Bulk Road Salt - Cargill, Inc. (North Olmstead, OH) \$ 76.38 per ton

Mayor and City Council Action Required:

Discussion:

Purchase of bulk road salt for snow operations. Vendor of choice is Cargill, Inc. of North Olmstead, OH. See the attached.

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Public_Works_-_Bulk_Road_Salt_-_Signed_Consent_Form.pdf

Bulk_Road_Salt_2021.2022_consent_form.pdf

Description

Signed Consent Form

Consent Form Bulk Road
Salt

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 10/26/21**

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: 0121001-5591 Account / Project Name: Snow Removal-Chemicals
Budget Amount: \$123,000 Account Balance: \$123,000 Year: 21/22 CIP Control No. N/A
Unbudgeted \$: _____ Source of Funds: General Fund

Quantity	Description	Value
1	Bulk Road Salt	\$76.38 per ton

TOTAL VALUE OF PROJECT: \$76.38 per ton

ABOVE TO BE USED FOR:

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

Recommended Vendor:

Business Name: Cargill, Inc.
Address: 24950 Country Club Blvd., Suite 450
City, State: North Olmstead, OH
Bid/Proposal/Quote No.: Washington County PUR-1477

OTHER VENDORS:		
Firm	City/State	Total Amount
Eastern Salt Company, Inc.	Lowell, MA	\$79.39/ton
Morton Salt, Inc.	Chicago, IL	\$80.90/ton
Deicing Depot, LLC	Deerfield Beach, FL	\$94.50/ton
Government MLO Supplies USA	Bethesda, MD	\$102.00/ton
Four Season Property Management	Hagerstown, MD	\$105.00/ton
District Logistics, LLC	NE Washington, DC	\$110.00/ton

(1) **Department Manager:** This is a Washington County Government bid that includes the City of Hagerstown. Cargill, Inc. was the supplier of bulk road salt in FY21 at the contract price of \$58.94 per ton. For the FY20/21 snow season, 3,001.39 tons of salt was used for a total price for salt of \$176,902.47. This year's price represents a 29.6% increase in costs per ton. If a similar amount of salt is used this year as last, the potential cost will be over \$225,000. The total dollars spent will be weather dependent and vary from year to year. This could result in the total amount spent going over the set budget amount for this fiscal year.

ERD 10/11/2021

Signature / Date

(2) **Purchasing Agent:**

Recommend approval.

Jason L. Miller 10/14/2021

Signature / Date

(3) **Finance Manager:**

Recommend approval. There is \$123K in the approved FY21 line item. The total amount paid to the vendor will vary depending on weather conditions. This would be 10/14/21

Michelle H. 10/14/21

Signature / Date

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

an eligible ARPA reimbursement for Gov't services provided the City has Revenue loss.

Recommend Approval

Quint McEnaney 10/14/21

Signature / Date

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 10/26/21**

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: 0121001-5591 Account / Project Name: Snow Removal-Chemicals
Budget Amount: \$123,000 Account Balance: \$123,000 Year: 21/22 CIP Control No. N/A
Unbudgeted \$: _____ Source of Funds: General Fund

Quantity	Description	Value
1	Bulk Road Salt	\$76.38 per ton

TOTAL VALUE OF PROJECT: \$76.38 per ton

ABOVE TO BE USED FOR:

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

Recommended Vendor:

Business Name: Cargill, Inc.
Address: 24950 Country Club Blvd., Suite 450
City, State: North Olmstead, OH
Bid/Proposal/Quote No.: Washington County PUR-1477

OTHER VENDORS:		
Firm	City/State	Total Amount
Eastern Salt Company, Inc.	Lowell, MA	\$79.39/ton
Morton Salt, Inc.	Chicago, IL	\$80.90/ton
Deicing Depot, LLC	Deerfield Beach, FL	\$94.50/ton
Government MLO Supplies USA	Bethesda, MD	\$102.00/ton
Four Season Property Management	Hagerstown, MD	\$105.00/ton
District Logistics, LLC	NE Washington, DC	\$110.00/ton

(1) Department Manager: This is a Washington County Government bid that includes the City of Hagerstown. Cargill, Inc. was the supplier of bulk road salt in FY21 at the contract price of \$58.94 per ton. For the FY20/21 snow season, 3,001.39 tons of salt was used for a total price for salt of \$176,902.47. This year's price represents a 29.6% increase in costs per ton. If a similar amount of salt is used this year as last, the potential cost will be over \$225,000. The total dollars spent will be weather dependent and vary from year to year. This could result in the total amount spent going over the set budget amount for this fiscal year.

Signature / Date

(2) Purchasing Agent:

Signature / Date

(3) Finance Manager:

Signature / Date

(4) City Administrator's Recommendation:

Signature / Date

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

Topic:

Light: Conduit and Associated Materials for Northpoint Development - Wesel Blvd. - Scott Electric (Greensburg, PA), \$79,357.60

Mayor and City Council Action Required:

Request Approval of Emergency Purchase

Discussion:

To provide conduit and associated materials installed through the Northpoint Development along Wesel Blvd for future distribution circuit feeder tie to Sweeney Drive for system redundancy and reliability improvements for the industrial area.

Staff was not able to determine the details of a final route the distance/quantity of materials needed, so as not to over or under order, until site contractor was near completion. Further justification is attached.

Financial Impact:

Two hundred ninety-three thousand dollars is budgeted between the two capital projects linked to Kilpatrick Woods development (C0259 & C0550). Eighty-six thousand dollars has been allocated to the spare substation transformer leaving \$207,000 remaining.

Recommendation:

Recommend Approval

Motion:

Action Dates:

Regular Session 10/26/2021

ATTACHMENTS:

File Name

Light - Material for Northpoint Development -
_Signed_Consent_Form.pdf
202110_Conduit_-_NorthPoint.pdf

Description

Signed Consent Form
Consent

BUSINESS NAME	CITY, STATE	AMOUNT
Scott Electric (Original Evaluation)	Greensburg, PA	\$ 86,358.20
Graybar	Harrisonburg, PA	\$ 101,998.96
Wesco	Richmond, VA	\$ 102,744.95
Irby	Liverpool, NY	\$ 109,640.00

(1) DEPARTMENT MANAGER:

Recommend approval of this emergency purchase of materials to be installed by the site contractor at the expense of the developer. Please see attached justification.

Funding to be provided from the \$293,000 available between C0550 & C0259 (Kilpatrick Woods development and System Reconductoring to support the Kilpatrick Woods Development) resulting from expected delays in these projects.

Nathan Lutzinger

10/8/2021

SIGNATURE/DATE

(2) PURCHASING AGENT:

Recommend approval

Jason L. Miller

SIGNATURE/DATE

10/14/2021

(3) FINANCE MANAGER:

Recommend approval. There is sufficient funding identified in 2 other Electric Capital projects to cover this necessary purchase related to Wheel Blvd development.

Michelle Ager

SIGNATURE/DATE

10/14/21

(4) CITY ADMINISTRATOR:

Recommend Approval

Scott Newman

SIGNATURE/DATE

10/14/21

CITY OF HAGERSTOWN
MAYOR AND COUNCIL
PURCHASE/CONTRACT INFORMATION

MEETING OF 10/26/2021

APPROVED FOR:
CONSENT AGENDA X
NEW BUSINESS _____

ORIGINATING DEPARTMENT Utilities/Electric Division BY Nathan Fridinger, Electric Operations Manager
ACCOUNT NO. 5085001-583006-C0220 ACCOUNT/PROJECT NAME WESEL DEVELOPMENT
BUDGET AMOUNT \$ 7,500.00 ACCOUNT BALANCE \$ - YEAR FY22 CIP C0220
UNBUDGETED* \$ 79,357.60 SOURCE OF FUNDS Electric Fund Projects C0259 and C0550 (\$207k available)
*(See Department Manager Comments)

QUANTITY	DESCRIPTION	AMOUNT
<u>2580</u>	<u>6", SCH 40, PVC - 20' LENGTH</u>	<u>\$12.0000 ea.</u>
<u>3940</u>	<u>6", SCH 40, PVC - 10' LENGTH</u>	<u>\$12.0000 ea.</u>
<u>7</u>	<u>6", SCH 40, PVC, 90 DEGREE, 48" SWEEP</u>	<u>\$114.2648 ea.</u>
<u>14</u>	<u>6", SCH 40, PVC, CAP</u>	<u>\$22.6960 ea.</u>
	TOTAL AMOUNT	\$ 79,357.60

ABOVE TO BE USED FOR:

Provide conduit and associated materials to be installed through the Northpoint Development along Wesel Blvd for future distribution circuit feeder tie to Sweeney Drive for system redundancy and reliability improvements to the industrial area.

BID/PROPOSAL/QUOTE NO. 752562

RECOMMENDED VENDOR:

BUSINESS NAME: Scott Electric
ADDRESS: 1000 South Main Street
CITY, STATE: Greensburg, PA 15601

OTHER VENDORS:

BUSINESS NAME	CITY, STATE	AMOUNT
<u>Scott Electric (Original Evaluation)</u>	<u>Greensburg, PA</u>	<u>\$ 86,358.20</u>
<u>Graybar</u>	<u>Harrisonburg, PA</u>	<u>\$ 101,998.96</u>
<u>Wesco</u>	<u>Richmond, VA</u>	<u>\$ 102,744.95</u>
<u>Irby</u>	<u>Liverpool, NY</u>	<u>\$ 109,640.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(1) DEPARTMENT MANAGER:

Recommend approval of this emergency purchase of materials to be installed by the site contractor at the expense of the developer. Please see attached justification.

Funding to be provided from the \$293,000 available between C0550 & C0259 (Kilpatrick Woods development and System Reconductoring to support the Kilpatrick Woods Development) resulting from expected delays in these projects.



10/8/2021

SIGNATURE/DATE

(2) PURCHASING AGENT:

SIGNATURE/DATE

(3) FINANCE MANAGER:

SIGNATURE/DATE

(4) CITY ADMINISTRATOR:

SIGNATURE/DATE

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

Topic:

Water: 2022 Ford Escape AWD - Keystone Ford (Chambersburg, PA) \$ 24,700.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Water_-_2022_Ford_Escape_-_Signed_Consent_Form.pdf

Signed Consent Form

Vehicles_-_Unit_#242_Consent_10132021.pdf

2022 Ford Escape
Consent

2022_Escape_AWD_Proposal.pdf

2022 Ford Escape AWD

Stephenson_Contract_Renewal_Letter-4.pdf

2022 Ford Escape AWD

Water_Division_Vehicle_Replacement_Form_Veh_242_100521.pdf

2022 Ford Escape AWD

242_-_Maintenance_History.pdf

2022 Ford Escape AWD

City of Hagerstown
Mayor and City Council
Purchase - Contract Information
Meeting of: 10/26/2021

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

Originating Department: <u>Water Department</u>		By: <u>William Luhn</u>	
Account Number: <u>5285001-5840-C0117</u>		Account/Project Name: <u>Vehicles</u>	
Account Number: _____		Account/Project Name: _____	
Budget Amount: FY22	\$ <u>185,000</u>	Account Balance: \$	<u>185,000</u> Year <u>FY22</u> CIP Control No.: <u>C0117</u>
Budget Amount:	_____	Account Balance:	_____ Year _____ CIP Control No.: _____
Unbudgeted:	<u>—</u>	Source Of Funds: Water Fund :	<u>Capital Budget</u>

Quantity	Description	Value
1	2022 Ford Escape AWD	\$ 24,700.00
	TOTAL	\$ 24,700.00

Above To Be Used For:

Vehicle to replace Unit #242. Purchase is through Co-Star Contract #025-021. The combined vehicle purchases for FY22 exceed the approved budget – \$10,575 will be reimbursed from insurance and the additional funds will be transferred from 5285001-5892-C0405 to cover this expense.
Vehicle was totaled in an accident on August 16, 2021

Recommended Vendor:

Business Name: Keystone Ford

Address: 301 Walker Rd.

City, State: Chambersburg, Pennsylvania 17201-3507

Bid/Proposal/Quote No.: N/A

Other Vendors:

Firm

City, State

Amount

Purchased through Co-Star Contract #025-021

Comments

Department Manager (required on all unbudgeted items):

Vehicle to replace Unit #242. Purchase is through Co-Star Contract #025-021. The combined vehicle purchases for FY22 exceed the approved budget – \$10,575 will be reimbursed from insurance and the additional funds will be transferred from 5285001-5892-C0405 to cover this expense.



Water Operations Manager

10/1/2021

Date

Finance Department:

Recommend approval.



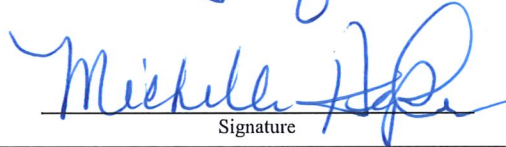
Signature

10/14/2021

Date

Finance Manager:

Recommend approval. There is sufficient funding in the FY22 budget for this purchase.



Signature

10/14/21

Date

City Administrator's Recommendation:

Recommend Approval



Signature

10/14/21

Date

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

Originating Department:	<u>Water Department</u>	By:	<u>William Luhn</u>
Account Number:	<u>5285001-5840-C0117</u>	Account/Project Name:	<u>Vehicles</u>
Account Number:	<u></u>	Account/Project Name:	<u></u>
Budget Amount:	FY22 \$ <u>185,000</u>	Account Balance:	\$ <u>185,000</u>
Budget Amount:	<u></u>	Account Balance:	<u></u>
Unbudgeted:	<u></u>	Year	FY22
		CIP Control No.:	<u>C0117</u>
		Source Of Funds:	<u>Water Fund</u>

Quantity	Description	Value
1	2022 Ford Escape AWD	\$ 24,700.00
	TOTAL	\$ 24,700.00

Vehicle to replace Unit #242. Purchase is through Co-Star Contract #025-021. The combined vehicle purchases for FY22 exceed the approved budget – \$10,575 will be reimbursed from insurance and the additional funds will be transferred from 5285001-5892-C0405 to cover this expense.

Vehicle was totaled in an accident on August 16, 2021

Business Name: Keystone Ford

Address: 301 Walker Rd.

City, State: Chambersburg, Pennsylvania 17201-3507

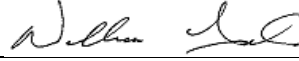
Other Vendors:

[illegible]

Comments

Department Manager (required on all unbudgeted items):

Vehicle to replace Unit #242. Purchase is through Co-Star Contract #025-021. The combined vehicle purchases for FY22 exceed the approved budget – \$10,575 will be reimbursed from insurance and the additional funds will be transferred from 5285001-5892-C0405 to cover this expense.



Water Operations Manager

10/1/2021

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date



Commonwealth of Pennsylvania
Department of General Services
Bureau of Procurement
555 Walnut Street, 6th Floor
Harrisburg, PA 17101-1914

Toll Free Telephone: 1-866-768-7827
Local Telephone: 717-346-9009
Fax: 717-783-6241
Email: GS-PACostars@state.pa.us
Website: www.costars.state.pa.us

Date: 04/23/2021

Stephenson Equipment Inc dba Walsh Equipment Inc.
Attn: Charles Walsh
7201 Paxton St
Harrisburg, PA 17111

Subject: COSTARS Participation – Renewal Confirmation
Contract Number: 025-021 - Municipal Work Vehicles

Dear Contractor:

The Department of General Services, Bureau of Procurement, has received your payment of the \$1500.00 administrative fee required to renew your COSTARS participation for contract number 025-021. This will confirm that your company is authorized to continue to sell the awarded items/services under this contract to registered COSTARS members for the contract term 04/21/2010 through 04/21/2022 .

Thank you for your continued participation in the COSTARS Program. Should you have any questions, please contact COSTARS Program staff by email to GS-PACostars@pa.gov or toll-free telephone at 1.866.768.7827.

Regards,

Stacey Logan-Kent
(P): 717-787-2355
(F) :717-783-6241
E-Mail: slogankent@pa.gov



CITY OF HAGERSTOWN
VEHICLE/EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION/JUSTIFICATION
FISCAL YEAR 2021/22

Department: Utilities **Division:** Water

Vehicle Call #: 242 Model Yr: 2013 Serial #: 2GNFLCEK2D6370741

Make: Chevrolet Model: Equinox

Vehicle Description:	Equinox
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Mileage/Hours:	80,524	Repair Costs to Date:	\$4,221
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# of Service Orders:	Condition:	Totaled /Accident
1	Good	0
2	Good	0
3	Good	0
4	Good	0
5	Good	0
6	Good	0
7	Good	0
8	Good	0
9	Good	0
10	Good	0
11	Good	0
12	Good	0
13	Good	0
14	Good	0
15	Good	0
16	Good	0
17	Good	0
18	Good	0
19	Good	0
20	Good	0
21	Good	0
22	Good	0
23	Good	0
24	Good	0
25	Good	0
26	Good	0
27	Good	0
28	Good	0
29	Good	0
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31	Good	0
32	Good	0
33	Good	0
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37	Good	0
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44	Good	0
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127	Good	0
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130	Good	0
131	Good	0
132	Good	0
133	Good	0
134	Good	0
135	Good	0
136	Good	0
137	Good	0
138	Good	0
139		

Reason(s) for Replacement:

	Deteriorating Condition	
	Undersized for Type of Work	
	Hours and/or Age	
X	Other (explain in detail)	Vehicle was in an accident, more costly to repair than it is worth.

Is purchase an addition to the fleet?	No
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Reason for addition: _____

Disposition:

	Addition	
	Transfer within City	
X	Disposal/Auction	Salvage Value: _____
	Junked	

Notes:

Prepared By: William Luhn Date: 10/5/2021

Search and Select:

Units	Unit - Unit Number	242 (SUV) 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)

City of Hagerstown

Repair Order History

Page: 2 of 8
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Eastern Standard Time

242 (SUV) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
30598		6/15/2021	80,524 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$13.23	\$39.46	\$52.69
PERFORM B-PM.							
Totals For 30598					\$13.23	\$39.46	\$52.69

30504		5/6/2021		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	043-000-000	\$83.65	\$197.30	\$280.95
EXHAUST WORK.							
Totals For 30504					\$83.65	\$197.30	\$280.95

30283		2/25/2021	77,310 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$406.22	\$78.92	\$485.14
PERFORM B-PM. REPLACE REAR BRAKE PADS.							
Totals For 30283					\$406.22	\$78.92	\$485.14

30035		11/30/2020	74,037 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$14.85	\$39.46	\$54.31
PERFORM B-PM.							
Totals For 30035					\$14.85	\$39.46	\$54.31

29686		8/26/2020	70,334 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$14.85	\$38.81	\$53.66
PERFORM B-PM.							
Totals For 29686					\$14.85	\$38.81	\$53.66

29356		6/3/2020	66,634 Miles	Paul Yeager			
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City of Hagerstown

Repair Order History

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Eastern Standard Time

242 (SUV) 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	\$18.68	\$38.81	\$57.49
PERFORM B-PM.							
Totals For 29356					\$18.68	\$38.81	\$57.49

29070		3/11/2020	63,465 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$18.68	\$38.81	\$57.49
PERFORM B-PM.							
Totals For 29070					\$18.68	\$38.81	\$57.49

28701		12/12/2019	60,021 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$18.68	\$38.81	\$57.49
PERFORM B-PM.							
Totals For 28701					\$18.68	\$38.81	\$57.49

28293		9/17/2019	56,700 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$35.30	\$38.81	\$74.11
PERFORM B-PM.							
Totals For 28293					\$35.30	\$38.81	\$74.11

27840		6/7/2019	53,552 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$35.30	\$38.43	\$73.73
PERFORM B-PM.							
Totals For 27840					\$35.30	\$38.43	\$73.73

City of Hagerstown

Repair Order History

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242 (SUV) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
27044		1/3/2019	50,164 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$35.30	\$38.43	\$73.73
PERFORM B-PM.							
Totals For 27044					\$35.30	\$38.43	\$73.73

26301		8/17/2018	46,653 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$41.29	\$68.61	\$109.90
PERFORM B-PM.							
Totals For 26301					\$41.29	\$68.61	\$109.90

26186		7/25/2018		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$218.51	\$240.14	\$458.65
REPLACE FRONT BRAKE PADS AND ROTORS, REAR BRAKE PADS, AND SERPENTINE BELT.							
Totals For 26186					\$218.51	\$240.14	\$458.65

25644		4/11/2018	43,203 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$35.30	\$68.61	\$103.91
PERFORM B-PM.							
Totals For 25644					\$35.30	\$68.61	\$103.91

25429		3/1/2018		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$42.22	\$195.84	\$238.06
CHECKED AND DIAGNOSED CODES REPLACED CAM SHAFT ACTUATOR VALVE							
Totals For 25429					\$42.22	\$195.84	\$238.06

25103		12/21/2017	40,200 Miles	Paul Yeager			
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City of Hagerstown
Repair Order History

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Eastern Standard Time

242 (SUV) 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	\$53.08	\$68.61	\$121.69
PERFORM B-PM.							
Totals For 25103					\$53.08	\$68.61	\$121.69

24725		9/29/2017		RICE TIRES			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$440.88	\$0.00	\$440.88
Totals For 24725					\$440.88	\$0.00	\$440.88

24625		9/11/2017		FITZGERALD CHRY. (CHEVY)			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	041-000-000	\$0.00	\$176.77	\$176.77
OIL LEAK TRACE AND FOUND OIL FILTER ADAPTER LEAKING REPLACED AND CH OPERATION							
Totals For 24625					\$0.00	\$176.77	\$176.77

24427		8/4/2017	37,000 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$35.30	\$68.61	\$103.91
PERFORM B-PM.							
Totals For 24427					\$35.30	\$68.61	\$103.91

23668		3/24/2017	33,143 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$33.68	\$69.29	\$102.97
PERFORM B-PM.							
Totals For 23668					\$33.68	\$69.29	\$102.97

23556		2/28/2017		ROCK AUTO			
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City of Hagerstown

Repair Order History

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10/5/2021 12:01:40 PM
Eastern Standard Time

242 (SUV) 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	071-000-000	\$44.78	\$0.00	\$44.78
Totals For 23556					\$44.78	\$0.00	\$44.78

23360		1/20/2017		Fisher Auto Parts			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$4.88	\$0.00	\$4.88
Totals For 23360					\$4.88	\$0.00	\$4.88

23041		11/30/2016	30,279 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$35.30	\$69.29	\$104.59
PERFORM B-PM.							
Totals For 23041					\$35.30	\$69.29	\$104.59

22413		8/5/2016	27,209 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$35.30	\$69.29	\$104.59
PERFORM B-PM.							
Totals For 22413					\$35.30	\$69.29	\$104.59

21638		3/15/2016	23,151 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$35.30	\$69.29	\$104.59
PERFORM B-PM.							
Totals For 21638					\$35.30	\$69.29	\$104.59

City of Hagerstown

Repair Order History

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Eastern Standard Time

242 (SUV) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
20727		10/2/2015	19,641 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$41.29	\$68.61	\$109.90
PERFORM B-PM.							
Totals For 20727					\$41.29	\$68.61	\$109.90

19620		4/24/2015	15,967 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$41.29	\$59.80	\$101.09
PERFORM B-PM.							
Totals For 19620					\$41.29	\$59.80	\$101.09

18847		12/15/2014	12,805 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$35.30	\$59.80	\$95.10
PERFORM B-PM.							
Totals For 18847					\$35.30	\$59.80	\$95.10

17968		7/15/2014	9,775 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$33.68	\$59.80	\$93.48
PERFORM B-PM.							
Totals For 17968					\$33.68	\$59.80	\$93.48

17292		3/27/2014	6,671 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$57.67	\$59.80	\$117.47
PERFORM B-PM.							
Totals For 17292					\$57.67	\$59.80	\$117.47

16604		11/27/2013	3,808 Miles	Paul Yeager			
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242 (SUV) 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	\$33.68	\$59.80	\$93.48
		PERFORM B-PM.						
Totals For 16604						\$33.68	\$59.80	\$93.48

15696		6/19/2013				Paul Yeager		
Vendor (Invoice)		Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
				Routine Work	MSC-000-000	\$0.00	\$69.80	\$69.80
		COMMISSION NEW UNIT. TAGS						
Totals For 15696						\$0.00	\$69.80	\$69.80
Totals						\$1,993.47	\$2,227.81	\$4,221.28

Grand Totals						\$1,993.47	\$2,227.81	\$4,221.28
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**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Water: 2021 F-550 Chasis and Utility Body - Keystone Ford (Chambersburg, PA) \$ 95,392.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_-_2021_F-550_Signed_Consent_Form.pdf

Vehicles_-_Unit_#208_090121.xlsx.pdf

2021_F550_Enclosed_Service_Body_Proposal.pdf

MJR_Enclosed_Service_Body_Quote.pdf

Stephenson_Contract_Renewal_Letter-4.pdf

Description

Signed Consent Form

2021 F-550 Chassis 4X2
SD Regular Cab 169" WB
DRW XL (F5G) with Utility
Body

2021 F-550 Chassis 4X2
SD Regular Cab 169" WB
DRW XL (F5G) with Utility
Body

2021 F-550 Chassis 4X2
SD Regular Cab 169" WB
DRW XL (F5G) with Utility
Body

2021 F-550 Chassis 4X2
SD Regular Cab 169" WB
DRW XL (F5G) with Utility
Body

2021 F-550 Chassis 4X2
SD Regular Cab 169" WB

Water_Division_Vehicle_Replacement_Form_Veh_208_100521.pdf	DRW XL (F5G) with Utility Body
208_-_Maintenance_History.pdf	2021 F-550 Chassis 4X2 SD Regular Cab 169" WB DRW XL (F5G) with Utility Body

Approval For:	
Consent Agenda:	X
New Business:	

Above To Be Used For:

Recommended Vendor:

City, State: Chambersburg, Pennsylvania 17201-3507

Other Vendors:

Amount

Purchased through Co-Star Contract #025-021

Comments

Department Manager (required on all unbudgeted items):

Vehicles to replace Unit #208 - 2005 Service Truck. Purchase is through Co-Star Contract #025-021. The combined vehicle purchases for FY22 exceed the approved budget – funds will be transferred from 5285001-5892-C0405 to cover this expense.



Water Operations Manager

10/1/2021

Date

Finance Department:

Recommend approval.



Signature

10/14/2021

Date

Finance Manager:

Recommend approval. There is sufficient funding identified in another capital project to transfer to cover the purchase of this vehicle.



Signature

10/14/21

Date

City Administrator's Recommendation:

Recommend Approval



Signature

10/14/21

Date

Approval For:	
Consent Agenda:	X
New Business:	

Originating Department:	Water Department	By:	William Luhn
Account Number:	5285001-5840-C0117	Account/Project Name:	Vehicles
Account Number:		Account/Project Name:	
Budget Amount:	FY22 \$ 185,000	Account Balance:	\$ 185,000
Budget Amount:		Year:	FY22
Unbudgeted:		CIP Control No.:	C0117
		Account Balance:	
		Year:	
		CIP Control No.:	
		Source Of Funds:	Water Fund

Quantity	Description	Value
1	2021 F-550 Chassis 4X2 SD Regular Cab 169" WB DRW XL (F5G) with Utility Body	\$ 95,392.00
	TOTAL	\$ 95,392.00

Vehicles to replace Unit #208 - 2005 Service Truck. Purchase is through Co-Star Contract #025-021. The combined vehicle purchases for FY22 exceed the approved budget – funds will be transferred from 5285001-5892-C0405 to cover this expense.

Business Name: Keystone Ford
Address: 301 Walker Rd.
City, State: Chambersburg, Pennsylvania 17201-3507

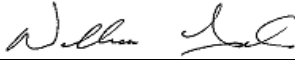
Other Vendors:

[illegible]

Comments

Department Manager (required on all unbudgeted items):

Vehicles to replace Unit #208 - 2005 Service Truck. Purchase is through Co-Star Contract #025-021. The combined vehicle purchases for FY22 exceed the approved budget – funds will be transferred from 5285001-5892-C0405 to cover this expense.



Water Operations Manager

10/1/2021

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

Prepared for: , City Of Hagerstown
1 East Franklin St, 2nd Floor
Hagerstown, MD 21740
Office: 301-739-8577

2021 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 120



Client Proposal

Prepared by:
Chad M Sites
Office: 717-709-6263
Email: csites@keystoneford.com
Quote ID: CityofHag9
Date: 08/18/2021



Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2021 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 120 | Quote ID: CityofHag9

Selected Equip & Specs

Dimensions

- Exterior length: 254.8"
- Exterior width: 80.0"
- Wheelbase: 169.0"
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Front legroom: 43.9"
- Front hiproom: 62.5"
- Passenger volume: 64.6cu.ft.
- Maximum cargo volume: 11.6cu.ft.
- Cab to axle: 84.0"
- Exterior height: 81.7"
- Front track: 74.8"
- Turning radius: 24.2'
- Min ground clearance: 8.3"
- Front headroom: 40.8"
- Front shoulder room: 66.7"
- Cargo volume: 11.6cu.ft.

Powertrain

- * **Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection**
- federal
- Rear-wheel drive
- Fuel Economy Cty: N/A
- * **Recommended fuel : diesel**
- TorqShift 10 speed automatic transmission with overdrive
- * **Limited slip differential**
- Fuel Economy Highway: N/A

Suspension/Handling

- Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- Firm ride Suspension
- Front and rear 19.5 x 6 argent steel wheels
- Dual rear wheels
- * **Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks**
- Hydraulic power-assist re-circulating ball Steering
- * **Front LT225/70SR19.5 GBSW AS rear LT225/70SR19.5 G BSW AT**

Body Exterior

- 2 doors
- Black door mirrors
- * **Side steps**
- Clearcoat paint
- 2 front tow hook(s)
- * **Driver and passenger power remote heated, manual folding door mirrors**
- Black bumpers
- Trailer harness
- Front and rear 19.5 x 6 wheels

Convenience

- Manual air conditioning with air filter
- * **Driver and passenger 1-touch up**
- * **Remote power door locks with 2 stage unlock and illuminated entry**
- * **Power front windows**
- * **Driver and passenger 1-touch down**
- Manual tilt steering wheel

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2021 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 120 | Quote ID: CityofHag9

Selected Equip & Specs (cont'd)

- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- 2 1st row LCD monitors
- Passenger visor mirror
- Upfitter switches
- Day-night rearview mirror
- Emergency SOS
- AppLink smart device integration
- Front cupholders
- * **Driver and passenger door bins**

Seats and Trim

- Seating capacity of 3
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
- Front 40-20-40 split-bench seat
- Manual driver lumbar support
- Centre front armrest

Entertainment Features

- AM/FM stereo radio
- Steering wheel mounted radio controls
- Streaming audio
- SYNC external memory control
- 4 speakers
- Fixed antenna

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Auto on/off headlights
- Light tinted windows
- Tachometer
- Outside temperature display
- Trip odometer
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Compass
- Trip computer

Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- * **Power remote door locks with 2 stage unlock and panic alarm**
- * **MyKey restricted driving mode**
- Brake assist
- Driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- * **Remote activated perimeter/approach lighting**
- * **Security system with SecuriLock immobilizer**
- Manually adjustable front head restraints

Dimensions

General Weights

* Curb	7,573 lbs.	* GVWR	19,500 lbs.
* Payload	12,000 lbs.		

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Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2021 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 120 | Quote ID: CityofHag9

Selected Equip & Specs (cont'd)*Front Weights*

* Front GAWR	7,000 lbs.	* Front curb weight	4,445 lbs.
Front axle capacity	7,000 lbs.	* Front spring rating	7,000 lbs.
Front tire/wheel capacity	7,500 lbs.		

Rear Weights

* Rear GAWR	14,706 lbs.	* Rear curb weight	3,128 lbs.
* Rear axle capacity	14,706 lbs.	* Rear spring rating	15,000 lbs.
Rear tire/wheel capacity	15,000 lbs.		

Trailer Type

Harness	Yes	* Brake controller	Yes
Trailer sway control	Yes		

General Trailering

* 5th-wheel towing capacity	23900 lbs.	* Gooseneck towing capacity	23900 lbs.
Towing capacity	18340 lbs.	* GCWR	32500 lbs.

Fuel Tank type

Capacity	40 gal.
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Off Road

Min ground clearance	8 "
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Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
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Rear Frame

Height loaded	29 "	Height unloaded	34 "
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Powertrain*Engine Type*

* Brand	Powerstroke	Block material	Iron
Cylinders	V-8	Head material	Aluminum
* Ignition	Compression	* Injection	Diesel direct injection
* Liters	6.7L	Orientation	Longitudinal
* Recommended fuel	Diesel	* Valves per cylinder	4
Valvetrain	OHV	* Forced induction	Intercooled turbo

Engine Spec

* Bore	3.90"	* Compression ratio	15.8:1
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Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2021 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)**

Price Level: 120 | Quote ID: CityofHag9

Selected Equip & Specs (cont'd)

* Displacement	406 cu.in.	* Stroke	4.25"
-----------------------------	-------------------	-----------------------	--------------

Engine Power

SAEJ1349 AUG2004 compliant Yes

*** Output** **330 HP @ 2,600 RPM***** Torque** **825 ft.-lb @ 2,000 RPM****Alternator**

* Type	Dual	* Amps	397
---------------------	-------------	---------------------	------------

Battery

Amp hours 78

Cold cranking amps 750

Run down protection Yes

*** Type** **Dual****Engine Extras***** Block heater** **Yes****Transmission**

Electronic control Yes

Lock-up Yes

Overdrive Yes

Speed 10

Type Automatic

Transmission Gear Ratios

1st 4.696

2nd 2.985

3rd 2.146

4th 1.769

5th 1.52

6th 1.275

7th 1

8th 0.854

9th 0.689

10th 0.616

Reverse Gear ratios 4.866

Transmission Extras

Driver selectable mode Yes

Sequential shift control SelectShift

Oil cooler Regular duty

Drive Type

Type Rear-wheel

Drive Feature

* Limited slip differential	Mechanical	Traction control	Driveline
--	-------------------	------------------------	-----------

Drive Axle

Ratio 4.88

Exhaust

Material	Stainless steel	System type	Single
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Emissions

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08/18/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2021 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)**

Price Level: 120 | Quote ID: CityofHag9

Selected Equip & Specs (cont'd)

CARB Federal

Fuel Economy

*Fuel type Diesel

Engine Retarder

*Type Yes

Driveability*Brakes*

ABS 4-wheel

Type 4-wheel disc

ABS channels 3

Vented discs Front and rear

Brake Assistance

Brake assist Yes

Suspension Control

Ride Firm

Front Suspension

Independence Mono-beam non-independent

Anti-roll bar Regular

Front Spring

Type Coil

* Grade HD

Front Shocks

Type HD

Rear Suspension

* Independence DANA 130 rigid axle

Type Leaf

Anti-roll bar Regular

Rear Spring

Type Leaf

Grade HD

Rear Shocks

Type HD

Steering

Activation Hydraulic power-assist

Type Re-circulating ball

Steering Specs

of wheels 2

Exterior*Front Wheels*

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City Of Hagerstown

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08/18/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2021 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)**

Price Level: 120 | Quote ID: CityofHag9

Selected Equip & Specs (cont'd)

Diameter	19.5"	Width	6.00"
----------------	-------	-------------	-------

Rear Wheels

Diameter	19.5"	Width	6.00"
Dual	Yes		

Front and Rear Wheels

Appearance	Argent	Material	Steel
------------------	--------	----------------	-------

Front Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	LT load rating	G
RPM	647		

Rear Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
* Tread	AT	Type	LT
Width	225mm	LT load rating	G
* RPM	645		

Wheels

Front track	74.8"	Rear track	74.0"
Turning radius	24.2'	Wheelbase	169.0"
Rear tire outside width	93.9"		

Body Features

* Front license plate bracket	Yes	Front splash guards	Yes
Body material	Aluminum	Side impact beams	Yes
* Side steps	Yes	Front tow hook(s)	2

Body Doors

Door count	2
------------------	---

Exterior Dimensions

Length	254.8"	Body width	80.0"
Body height	81.7"	Cab to axle	84.0"
Axle to end of frame	47.2"	Frame section modulus	12.7cu.in.
Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to Front axle	38.3"	Cab to end of frame	131.2"
Front bumper to back of cab	123.7"		

Safety

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City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2021 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)**

Price Level: 120 | Quote ID: CityofHag9

Selected Equip & Specs (cont'd)*Airbags*

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead	Safety Canopy System curtain 1st row	Passenger front-impact	Cancellable
Passenger side-impact	Seat mounted		

Seatbelt

Height adjustable	Front
-------------------------	-------

Security

* Immobilizer	SecuriLock	* Panic alarm	Yes
* Restricted driving mode	MyKey		

Seating*Passenger Capacity*

Capacity	3
----------------	---

Front Seats

Split	40-20-40	Type	Split-bench
-------------	----------	------------	-------------

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable
---------------	--------	------------	------------

Front Armrest

Centre	Yes
--------------	-----

Front Seat Trim

Material	Vinyl	Back material	Vinyl
----------------	-------	---------------------	-------

Convenience*AC And Heat Type*

Air conditioning	Manual	Air filter	Yes
------------------------	--------	------------------	-----

Audio System

Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC

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City Of Hagerstown

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08/18/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2021 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)**

Price Level: 120 | Quote ID: CityofHag9

Selected Equip & Specs (cont'd)*Audio Speakers*

Speaker type	Regular	Speakers	4
--------------------	---------	----------------	---

Audio Controls

Steering wheel controls	Yes	Voice activation	Yes
Streaming audio	Bluetooth yes		

Audio Antenna

Type	Fixed
------------	-------

LCD Monitors

1st row	2	Primary monitor size (inches)	4.2
---------------	---	-------------------------------------	-----

Convenience Features

*Retained accessory power	Yes	12V DC power outlet	3
Emergency SOS	Mobile device	Wireless phone connectivity	Bluetooth
Smart device integration	App link	Upfitter switches	Yes

Door Lock Activation

*Type	Power with 2 stage unlock	* Remote	Keyfob (all doors)
*Integrated key/remote	Yes		

Door Locks Extra FOB Controls

Remote engine start	Smart device only
---------------------------	-------------------

Instrumentation Type

Appearance	Analog
------------------	--------

Instrumentation Gauges

Tachometer	Yes	Engine temperature	Yes
*Turbo/supercharger boost	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		

Instrumentation Displays

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
---------------------	-----	---------------------	-----

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Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2021 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)**

Price Level: 120 | Quote ID: CityofHag9

Selected Equip & Specs (cont'd)*Steering Wheel Type*

Material Urethane
 Telescoping Manual

Tilting Manual

*Front Side Windows** **Window 1st row activation** **Power***Window Features*

* **1-touch down** **Driver and passenger**
 Tinted Light

* **1-touch up** **Driver and passenger***Front Windshield*

Wiper Variable intermittent

Rear Windshield

Window Fixed

Interior*Passenger Visor*

Mirror Yes

Rear View Mirror

Day-night Yes

Headliner

Coverage Full

Material Cloth

Floor Trim

Coverage Full

Covering Vinyl/rubber

Trim Feature

Gear shifter material Urethane

Interior accents Chrome

Lighting

Dome light type Fade
 * **Illuminated entry** **Yes**

Front reading Yes
 Variable IP lighting Yes

Storage

* **Driver door bin** **Yes**
 Glove box Locking
 Illuminated Yes
 Dashboard Yes

Front Beverage holder(s) Yes
 * **Passenger door bin** **Yes**
 Instrument panel Covered bin

Legroom

Front 43.9"

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Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2021 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)Price Level: 120 | Quote ID: CityofHag9

Selected Equip & Specs (cont'd)

Headroom

Front 40.8"

Hip Room

Front 62.5"

Shoulder Room

Front 66.7"

Interior Volume

Passenger volume 64.6 cu.ft.

Prepared for:

City Of Hagerstown
Prepared by: Chad M Sites
08/18/2021



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2021 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 120 | Quote ID: CityofHag9

Warranty

Standard Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 60,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60,000 miles Months 60 months

Additional Warranty

Diesel Engine

Distance 100,000 miles Months 60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2021 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)**

Price Level: 120 | Quote ID: CityofHag9

As Configured Vehicle

Code	Description	MSRP
F5G	Base Vehicle Price (F5G)	\$41,070.00
660A	Order Code 660A <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery. - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.	N/C
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i> <i>Includes:</i> - Dual 78-AH 750 CCA Batteries	\$9,325.00
44G	Transmission: TorqShift 10-Speed Automatic <i>10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i>	Included
X8L	Limited Slip w/4.88 Axle Ratio	\$360.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14,706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>	\$1,155.00
TGM	Tires: 225/70Rx19.5G BSW Traction <i>Includes 4 traction tires on the rear and 2 A/P tires on the front.</i>	\$190.00
64Z	Wheels: 19.5" x 6" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder and driver's side manual lumbar.</i>	Included
PAINT	Monotone Paint Application	STD
169WB	169" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2021 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)**

Price Level: 120 | Quote ID: CityofHag9

As Configured Vehicle (cont'd)

Code	Description	MSRP
90L	Power Equipment Group <i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> - Accessory Delay - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Manual Telescoping/Folding Trailer Tow Mirrors <i>Includes power/heated glass and heated convex spotter mirror.</i> - MyKey <i>Includes owner controls feature.</i> - Power Front Side Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Power Locks - Remote Keyless Entry	\$865.00
473	Snow Plow Prep Package <i>Includes pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. Note 2: Also allows for the attachment of a winch.</i>	\$250.00
41H	Engine Block Heater	\$100.00
98R	Operator Commanded Regeneration	\$250.00
67B	397 Amp Alternators	\$115.00
52B	Trailer Brake Controller <i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>	\$270.00
18B	Platform Running Boards	\$320.00
153	Front License Plate Bracket Standard in states requiring 2 license plates and optional to all others.	N/C
FLADCR	Fleet Advertising Credit	\$0.00
425	50-State Emissions System	STD
AS_01	Medium Earth Gray	N/C
Z1_01	Oxford White	N/C
SUBTOTAL		\$54,270.00
Destination Charge		\$1,695.00
TOTAL		\$55,965.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2021 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Price Level: 120 | Quote ID: CityofHag9

Pricing Summary - Single Vehicle

MSRP*Vehicle Pricing*

Base Vehicle Price	\$41,070.00
Options	\$13,200.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Destination Charge	\$1,695.00
Subtotal	\$55,965.00

Pre-Tax Adjustments

Code	Description	MSRP
10	MJR Equipment	\$48,047.00
1	CoStars Allowance 025-155	-\$8,870.00
20	Model Year Increase Effective 08/23	\$250.00
Total		\$95,392.00

Customer Signature_____
Acceptance Date



MJR Location: 4210 Chambers Hill Rd, Harrisburg PA 17111
Phone: 717-901-9070

Pennsylvania Locations: Harrisburg, PA (Corporate Headquarters)
Butler, PA Ebsensburg, PA Philadelphia, PA Pittsburgh, PA Wilks-Barre, PA

08/11/21 J&J Truck Equipment Quote: 84634 Rev: 1 Quote Type: SVB
 422 Riggs Road Issue: 1
 Somerset, PA 15501 Order: PO NO:
 Phone: 814-444-7000 or 877-455-8785
 Fax: 814-445-3726

Customer
STEPHENSON EQUIPMENT INC.
7201 PAXTON STREET
HARRISBURG PA 17111
Attn: RICK SPRINGER
Phone: 800-325-6455
Email: RSPRINGER@STEPH

Brief Description
KC132M2094
End User: CITY OF HAGERSTOWN
Number of Units: 1 Entered By: QMW
Sales Rep: Larry Faidley

Inside Sales: Quintin Wyandt

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Make:	Model:	Due Date:	Serial Number:
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ON CUSTOMER PROVIDED 2021+ FORD F550 CHASSIS, 84" CA, DUAL REAR WHEEL, PAINTED WHITE
- NO BED IN PLACE
- LONG FUEL FILL KIT PROVIDED WITH CHASSIS
- NO OEM BACK-UP CAMERA CIRCUIT IN PLACE

BASE PRICE DOES NOT INCLUDE ANY APPLICABLE TAXES

CUSTOMER IS RESPONSIBLE FOR ALL TRANSPORTATION OF CHASSIS

BASE PRICE INCLUDES ALL MUNICIPAL DISCOUNTS AND ARE CO-STAR COMPLIANT
CO-STAR #: 025-056

Qty	Appx Weight
-----	-------------

----- (Equipment Supplied) -----

SEQ #:	10	1	2,425
--------	----	---	-------

- PROVIDE AND INSTALL A KNPHEIDE KC132H2094, AS FOLLOW:
- 133-1/4"L X 90"H X 94"W ENCLOSED SERVICE BODY
 - 20" DEEP SIDE COMPARTMENTS
 - 42" CARGO AREA WIDTH
 - 49-1/2" CLEAR DOOR WIDTH
 - 63" CLEAR DOOR HEIGHT
 - 73" CLEAR INTERIOR HEIGHT
 - COMPARTMENTATION:
 - TWO (2) ADJUSTABLE DIVIDER SHELVES, STREET AND CURB SIDE FRONT VERTICAL.
 - TWO (2) ADJUSTABLE DIVIDER SHELVES, STREET AND CURB SIDE 2ND VERTICAL.
 - ONE (1) ADJUSTABLE DIVIDER SHELVE, STREET AND CURB SIDE REAR VERTICAL
 - ONE (1) ADJUSTABLE DIVIDER SHELF, CURB SIDE HORIZONTAL COMPARTMENT
 - STREET SIDE HORIZONTAL OPEN. (NO SHELVES)
 - DOUBLE PANEL GALVANNEAL REAR DOORS WITH RIVETLESS LATCH AND SOLID PANEL WITH NO GLASS
 - 9" X 30" GLASS WINDOW IN FRONT BULKHEAD
 - MASTER LOCKS INSTALLED ON BOTH SIDES AND GRAB HANDLE AT RIGHT REAR IN CARGO AREA
 - COMPLETE SURFACE MOUNTED LIGHT KIT WITH 6-CIRCUIT WIRE HARNESS, ALL REQUIRED LIGHTS, AND 2 INTERIOR LED DOME LIGHTS



MJR Location: 4210 Chambers Hill Rd, Harrisburg PA 17111
Phone: 717-901-9070

Pennsylvania Locations: Harrisburg, PA (Corporate Headquarters)
Butler, PA Ebsensburg, PA Philadelphia, PA Pittsburgh, PA Wilks-Barre, PA

SEQ #:	15	FORD 60/84/108/120" CA 2017+	1	0
20051560 STEEL SERVICE BODY INSTALLATION KIT FOR A 60/84/108/AND 120" CA FORD 2017 TO PRESENT.				
SEQ #:	20	SERVICE BODY OPTIONS	1	0
LISTED BELOW ARE OPTIONS FOR SERVICE BODY APPLICATION				
SEQ #:	30		1	0
PROVIDE AND INSTALL TO STREET SIDE REAR VERTICAL COMPARTMENT, A CTECH TOOLDRAWER UNIT, SPECS AND FEATURES AS FOLLOWS (REF OLD QUOTE #: 14889): - 4 - 3", 1 - 5", 1 - 7" - 18"W X 27.82"H X 27.5"D - 250 LB CAPACITY PER DRAWER				
SEQ #:	40		1	0
KUV & KUVCC REAR DOORS WITH GLASS & GUARDS - INSTALLED - 77013980				
SEQ #:	50		1	0
CODEABLE PADLOCK, FORD (SIDE-CUT KEY) FOR 2015 & NEWER F150, 2017 & NEWER SUPER DUTY, 2015 & NEWER TRANSIT, & 2021 & NEWER E-SERIES - LOOSE - 12318184 - FOR USE WITH MASTERLOCKS				
SEQ #:	60	94" GALVA-GRIP BUMPER W/RECESS	1	77
26051243 94" GALVA-GRIP BUMPER WITH HITCH RECESS FOR 94" WIDE KC UTILITY BODY				
SEQ #:	70		1	0
SIDE MOUNT LADDER RACK FOR CANOPY ROOF, KUV, OR KUVCC INSTALLED TO STREET SIDE OF CANOPY - 20062253				
SEQ #:	80		1	0
FACTORY PAINT 129" KUV OR 132" KUVCC BODY - KNAP WHITE - 77008837				
SEQ #:	90		1	0
PROVIDE AND INSTALL THREE (3) 27.7" 15 LED 1,450 LUMEN MAXIMMA LIGHT BARS (413949) - ONE (1) CENTER FRONT OF CANOPY - TWO (2) REAR OF TOP SIDES OF BODY - ONE (1) PER SIDE - WIRED TO OEM OR J&J SUPPLIED ILLUMINATED SWITCH IN CHASSIS CAB				
SEQ #:	100	16-LED RECT.WORK LIGHT EA.	4	0
PROVIDE AND INSTALL FOUR (4) LED ADJUSTABLE WORK LIGHT, AS FOLLOWS: - TWO (2) REAR OF BODY, ONE (1) PER SIDE - TWO (2) FRONT UPPER SIDES OF BODY, ONE (1) PER SIDE - WIRED TO OEM OR J&J SUPPLIED ILLUMINATED DASH MOUNTED SWITCH ** REAR AND FRONT SIDE WORK LIGHTS TO BE WIRED TO SEPERATE SWITCHES **				
SEQ #:	110		4	0
PROVIDE AND INSTALL FOUR (4) LED AMBER STROBE LIGTHS (REF 08W / 60860), AS FOLLOWS: - TWO (2) TO CHASSIS GRILLE - TWO (2) CENTER ABOVE WHEEL WELL ON CANOPY SIDES - LOWEST HEIGHT APPLICABLE				



MJR Location: 4210 Chambers Hill Rd, Harrisburg PA 17111
Phone: 717-901-9070

Pennsylvania Locations: Harrisburg, PA (*Corporate Headquarters*)
Butler, PA Ebsensburg, PA Philadelphia, PA Pittsburgh, PA Wilks-Barre, PA

By: _____
(Customer Signature)

Date: _____



Commonwealth of Pennsylvania
Department of General Services
Bureau of Procurement
555 Walnut Street, 6th Floor
Harrisburg, PA 17101-1914

Toll Free Telephone: 1-866-768-7827
Local Telephone: 717-346-9009
Fax: 717-783-6241
Email: GS-PACostars@state.pa.us
Website: www.costars.state.pa.us

Date: 04/23/2021

Stephenson Equipment Inc dba Walsh Equipment Inc.
Attn: Charles Walsh
7201 Paxton St
Harrisburg, PA 17111

Subject: COSTARS Participation – Renewal Confirmation
Contract Number: 025-021 - Municipal Work Vehicles

Dear Contractor:

The Department of General Services, Bureau of Procurement, has received your payment of the \$1500.00 administrative fee required to renew your COSTARS participation for contract number 025-021. This will confirm that your company is authorized to continue to sell the awarded items/services under this contract to registered COSTARS members for the contract term 04/21/2010 through 04/21/2022 .

Thank you for your continued participation in the COSTARS Program. Should you have any questions, please contact COSTARS Program staff by email to GS-PACostars@pa.gov or toll-free telephone at 1.866.768.7827.

Regards,

Stacey Logan-Kent
(P): 717-787-2355
(F) :717-783-6241
E-Mail: slogankent@pa.gov



CITY OF HAGERSTOWN
VEHICLE/EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION/JUSTIFICATION
FISCAL YEAR 2021/22

Department: Utilities Division: Water

Vehicle Call #: 208 Model Yr: 2005 Serial #: 1FDAF56P05EC95787

Make: Ford Model: F550 Super Duty

Vehicle Description: F550 Super Duty

Mileage/Hours: 104,637 Repair Costs to Date: \$29,470

of Service Orders: Condition: Poor

Reason(s) for Replacement:

☒	Deteriorating Condition
☐	Undersized for Type of Work
☒	Hours and/or Age
☐	Other (explain in detail)

Vehicle is 16+ years old

Vehicle has over 100,000 miles

Is purchase an addition to the fleet? No

Reason for addition:

Disposition:

☐	Addition
☐	Transfer within City
☒	Disposal/Auction
☐	Junked

Salvage Value: \$2,500

Notes:

Prepared By: William Luhn Date: 10/5/2021

Search and Select:

Units	Unit - Unit Number	208 (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)

City of Hagerstown

Repair Order History

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208 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
30842		9/17/2021	104,637 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$55.87	\$45.63	\$101.50
PERFORM B-PM.							
Totals For 30842					\$55.87	\$45.63	\$101.50
30347		3/16/2021	101,412 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$85.09	\$59.19	\$144.28
PERFORM B-PM.							
Totals For 30347					\$85.09	\$59.19	\$144.28
30142		1/5/2021		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$223.05	\$118.38	\$341.43
INSTALLED SOLENOID FOR RADIO. TWO NEW BATTERIES.							
Totals For 30142					\$223.05	\$118.38	\$341.43
30020		11/12/2020		Elmer Poffenberger			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	36H-000-000	\$0.00	\$78.92	\$78.92
REPLACED 2 WAY RADIO MODULE.							
Totals For 30020					\$0.00	\$78.92	\$78.92
29891		10/12/2020		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$691.69	\$37.83	\$729.52
PERFORMED B-PM							
Totals For 29891					\$691.69	\$37.83	\$729.52
29884		10/7/2020		Daniel Craigie			

City of Hagerstown

Repair Order History

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208 (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	\$491.79	\$491.79
REPLACED FUEL FILTERS. REPROGRAMMED PCM. REPLACED FUEL INJECTOR.							
Totals For 29884					\$0.00	\$491.79	\$491.79
29375		6/9/2020	95,000 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$50.28	\$38.81	\$89.09
PERFORM B-PM.							
Totals For 29375					\$50.28	\$38.81	\$89.09
28820		1/14/2020	91,798 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$51.90	\$38.81	\$90.71
PERFORM B-PM.							
Totals For 28820					\$51.90	\$38.81	\$90.71
28761		12/26/2019		Elmer Poffenberger			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$38.81	\$38.81
JUMP START (ROAD CALL)							
Totals For 28761					\$0.00	\$38.81	\$38.81
28750		12/9/2019		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$37.83	\$37.83
ROAD CALL							
Totals For 28750					\$0.00	\$37.83	\$37.83

City of Hagerstown

Repair Order History

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208 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
28561		10/30/2019					
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$34.66	\$34.66
Road call jump start							
Totals For 28561					\$0.00	\$34.66	\$34.66
28423		10/11/2019					
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$113.49	\$113.49
DIAGNOSED ROUGH IDLE. BAD CYLINDER 8 INJECTOR . TAKING TO KEYSTONE FOR REPAIR							
Totals For 28423					\$0.00	\$113.49	\$113.49
28359		9/23/2019					
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	016-000-000	\$0.00	\$75.66	\$75.66
TOOK FOR ALIGNMENT CHECKED STEERING							
Totals For 28359					\$0.00	\$75.66	\$75.66
28335		9/16/2019					
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	015-000-000	\$0.00	\$302.64	\$302.64
REPLACED FRONT END PARTS. CHECKED COOLING SYSTEM							
Totals For 28335					\$0.00	\$302.64	\$302.64
28350		9/13/2019					
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	015-000-000	\$0.00	\$151.32	\$151.32
REPLACED REAR WINDOW GLASS. ORDERED STEERING PARTS							
Totals For 28350					\$0.00	\$151.32	\$151.32
27956		7/8/2019	88,892 Miles	Paul Yeager			

City of Hagerstown
Repair Order History

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208 (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	\$50.28	\$38.43	\$88.71
		PERFORM B-PM.					
Totals For 27956					\$50.28	\$38.43	\$88.71

27533		4/3/2019	HAGERSTOWN AUTO				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$47.74	\$0.00	\$47.74
Totals For 27533					\$47.74	\$0.00	\$47.74

27260		2/13/2019	85,491 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$58.79	\$38.43	\$97.22
		PERFORM B-PM.					
Totals For 27260					\$58.79	\$38.43	\$97.22

26360		8/31/2018	82,192 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$53.20	\$137.22	\$190.42
		PERFORM B-PM AND DOT.					
Totals For 26360					\$53.20	\$137.22	\$190.42

26056		6/25/2018	KEYSTONE Ford				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	032-000-000	\$0.00	\$3,326.95	\$3,326.95
		CUST STATES NO START HOT - JUST CRANKS REPLACED PLUG AND STANDPIPE, R&I LH VALVE COVER, FICM, FITTINGS					
Totals For 26056					\$0.00	\$3,326.95	\$3,326.95

25936		6/1/2018	Daniel Craigie				
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City of Hagerstown

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208 (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	\$261.12	\$261.12
		CHECK FOR SHUTTING OFF					
Totals For 25936					\$0.00	\$261.12	\$261.12

25508		3/16/2018	78,423 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$51.90	\$68.61	\$120.51
		PERFORM B-PM.					
Totals For 25508					\$51.90	\$68.61	\$120.51

25077		12/12/2017		Michael Cline			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	031-000-000	\$227.04	\$96.18	\$323.22
		REPLACED ALTERNATOR AND BELTS					
Totals For 25077					\$227.04	\$96.18	\$323.22

24899		11/6/2017		Elmer Poffenberger			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	033-000-000	\$0.00	\$271.04	\$271.04
		ROAD CALL NO START NUMEROUS CODES CHARGED BATTERIES					
Totals For 24899					\$0.00	\$271.04	\$271.04

24924		11/6/2017		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$65.28	\$65.28
		ROAD CALL					
Totals For 24924					\$0.00	\$65.28	\$65.28

24791		10/17/2017	75,209 Miles	Paul Yeager			
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City of Hagerstown

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208 (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	\$95.22	\$102.92	\$198.14
PERFORM B-PM.							
Totals For 24791					\$95.22	\$102.92	\$198.14

24715		9/29/2017		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$142.89	\$261.12	\$404.01
REPLACED HAZARD FLASHER AND TURN SIGNAL SWITCH FIXED PTO WIRING							
Totals For 24715					\$142.89	\$261.12	\$404.01

24325		7/10/2017		S&S Tire			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$290.40	\$0.00	\$290.40
Totals For 24325					\$290.40	\$0.00	\$290.40

24320		7/10/2017		Elmer Poffenberger			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$5.08	\$67.76	\$72.84
DOT INSPECTION							
Totals For 24320					\$5.08	\$67.76	\$72.84

24062		5/30/2017		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$204.56	\$204.56
GET TRUCK AT STATLER BODY.							
Totals For 24062					\$0.00	\$204.56	\$204.56

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208 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
24050		5/24/2017		STATLER BODY WORKS			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$0.00	\$4,030.94	\$4,030.94
REPAIR BODY CHASSIS							
Totals For 24050					\$0.00	\$4,030.94	\$4,030.94
23960		5/10/2017		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$13.95	\$65.28	\$79.23
REPLACED HEAD LIGHT BULB AND CHECKED WIRING							
Totals For 23960					\$13.95	\$65.28	\$79.23
23901		5/4/2017		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$0.00	\$204.56	\$204.56
TAKE TO STATLER BODY WORKS FOR REPAIR.							
Totals For 23901					\$0.00	\$204.56	\$204.56
23857		4/27/2017	72,269 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$86.71	\$68.61	\$155.32
PERFORM B-PM.							
Totals For 23857					\$86.71	\$68.61	\$155.32
23675		3/22/2017		Michael Cline			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$24.05	\$24.05
REPLACED TURN SIGNAL BULB							
Totals For 23675					\$0.00	\$24.05	\$24.05
23242		1/4/2017	69,341 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	\$122.21	\$138.58	\$260.79
PERFORM B-PM. REWELD BRACK FOR COMPRESSOR FILL TUBE.							
Totals For 23242					\$122.21	\$138.58	\$260.79

23020		11/21/2016		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$83.25	\$658.26	\$741.51
REPLACE FITTINGS ON AIR COMPRESSOR TO FIX LEAK FIXED WIRING FOR COMPRESSOR COOLING FAN RAISED TRUCK BODY AND LEVELED WELDED BRACKET							
Totals For 23020					\$83.25	\$658.26	\$741.51

22606		8/31/2016		Fisher Auto Parts			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$5.48	\$0.00	\$5.48
Totals For 22606					\$5.48	\$0.00	\$5.48

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208 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
22371		7/26/2016		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$0.00	\$252.35	\$252.35
		REPLACE FRONT BRAKE PADS REPLACE REAR PADS AND ROTORS REPLACE REAR WHEEL SEALS					
			Routine Work	017-000-000	\$538.26	\$0.00	\$538.26
			Routine Work	MSC-000-000	\$82.91	\$126.18	\$209.09
		DOT REPAIRS REPLACE STEER TIRES REPLACE OUTER TIE ROD REPLACE MARKER LIGHTS REPLACE BATTERIES					
			Routine Work	PMS-000-000	\$674.01	\$50.47	\$724.48
		PERFORM B-PM					
Totals For 22371					\$1,295.18	\$429.00	\$1,724.18

22351		7/25/2016		Stanley Gunter			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	032-000-000	\$0.00	\$69.29	\$69.29
		JUMP START AT SHED					
Totals For 22351					\$0.00	\$69.29	\$69.29

21743		3/31/2016		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$18.36	\$277.16	\$295.52
		FIXED LEAKING TUBE FOR COMPRESSOR FIXED WIRING FOR PTO/COMPRESSOR					
Totals For 21743					\$18.36	\$277.16	\$295.52

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
21637		3/15/2016	62,987 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$54.85	\$207.87	\$262.72
PERFORM B-PM. REPLACE R/S UTILITY BED DOOR.							
Totals For 21637					\$54.85	\$207.87	\$262.72
21373		1/21/2016		DEJANA TRUCK			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$283.30	\$0.00	\$283.30
Totals For 21373					\$283.30	\$0.00	\$283.30
21166		12/17/2015		Mitch Leizear			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	044-000-000	\$34.81	\$47.61	\$82.42
INSTALL NEW FUEL FILTER, CLEAR CODES							
Totals For 21166					\$34.81	\$47.61	\$82.42
20617		9/15/2015	59,540 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$60.46	\$102.92	\$163.38
PERFORM B-PM. REPLACE REAR MARKER LIGHT ASSY.							
Totals For 20617					\$60.46	\$102.92	\$163.38
20528		8/27/2015		Mitch Leizear			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$15.19	\$95.22	\$110.41
DOT INSPECTION							
Totals For 20528					\$15.19	\$95.22	\$110.41
20552		8/25/2015		T&R Tire			

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$204.51	\$0.00	\$204.51
Totals For 20552					\$204.51	\$0.00	\$204.51

20009		6/12/2015		KEYSTONE Ford			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$1,126.52	\$1,126.52
REPLACED NOZZLE ASSY AND VALVE ASSY MODULATOR							
Totals For 20009					\$0.00	\$1,126.52	\$1,126.52

19942		6/4/2015		Blue - Gray Towing			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$242.50	\$242.50
TOWED TO KEYSTONE FORD IN CHAMBERSBURG							
Totals For 19942					\$0.00	\$242.50	\$242.50

19791		5/26/2015		Mitch Leizear			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	010-000-000	\$0.00	\$93.36	\$93.36
Bent frame back in place and welded C-channel in. painted bare metal							
Totals For 19791					\$0.00	\$93.36	\$93.36

19165		2/4/2015	56,907 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$44.72	\$65.67	\$110.39
Totals For 19165					\$44.72	\$65.67	\$110.39

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208 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
18903		12/16/2014		Fisher Auto Parts			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$5.03	\$0.00	\$5.03
Totals For 18903					\$5.03	\$0.00	\$5.03
18685		11/20/2014		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$26.80	\$197.01	\$223.81
		Replace rear work lights and switch Repair marker lights					
Totals For 18685					\$26.80	\$197.01	\$223.81
18698		11/19/2014		HAGERSTOWN AUTO			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$117.98	\$0.00	\$117.98
Totals For 18698					\$117.98	\$0.00	\$117.98
18679		11/12/2014		Hagerstown Ford			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	044-000-000	\$0.00	\$1,218.22	\$1,218.22
		FUEL PRESSURE LOW, REPLACED FAULTY FUEL PUMP, SECONDARY FILTER AND THE FUEL PRUSSURE REGULATOR					
Totals For 18679					\$0.00	\$1,218.22	\$1,218.22
18663		11/6/2014		Blue - Gray Towing			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$167.50	\$167.50
		TOWED TO HAG FORD					
Totals For 18663					\$0.00	\$167.50	\$167.50
18350		9/19/2014	53,904 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	\$46.34	\$119.60	\$165.94
PERFORM B-PM AND DOT INSPECTION.							
Totals For 18350					\$46.34	\$119.60	\$165.94

18125		8/8/2014	Fisher Auto Parts				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$10.06	\$0.00	\$10.06
Totals For 18125					\$10.06	\$0.00	\$10.06

17237		3/18/2014	50,487 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$44.72	\$59.80	\$104.52
PERFORM B-PM.							
Totals For 17237					\$44.72	\$59.80	\$104.52

16068		8/23/2013	48,572 Miles	Paul Yeager			
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 16068					\$0.00	\$131.34	\$131.34

15359		4/29/2013	47,617 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$44.73	\$59.80	\$104.53
PERFORM B-PM.							
Totals For 15359					\$44.73	\$59.80	\$104.53

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
14832		1/29/2013		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$330.70	\$171.06	\$501.76
Replaced batteries and alternator.							
Totals For 14832					\$330.70	\$171.06	\$501.76
14451		11/21/2012	45,023 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$181.62	\$59.80	\$241.42
PERFORM B-PM.							
Totals For 14451					\$181.62	\$59.80	\$241.42
14077		9/17/2012		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	\$0.00	\$114.04	\$114.04
Performed dot inspection							
Totals For 14077					\$0.00	\$114.04	\$114.04
13837		8/13/2012		Hagerstown Spring Align			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	015-000-000	\$0.00	\$159.66	\$159.66
ALIGN FRONT END, SET TOE AND CENTERED WHEEL							
Totals For 13837					\$0.00	\$159.66	\$159.66
13782		8/7/2012		RESLEY TIRES			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$647.96	\$0.00	\$647.96
Totals For 13782					\$647.96	\$0.00	\$647.96
13765		8/6/2012		Scott Kiser			

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$0.00	\$65.67	\$65.67
		Replace front tires take to have alignment.					
			Routine Work	042-000-000	\$83.40	\$65.67	\$149.07
		Replace coolant bottle.					
Totals For 13765					\$83.40	\$131.34	\$214.74

13294		5/10/2012	41,517 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$74.47	\$59.80	\$134.27
		PERFORM B-PM. REPLACE W/W BLADES.					
Totals For 13294					\$74.47	\$59.80	\$134.27

13062		3/27/2012		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$163.38	\$114.04	\$277.42
		Road call. Replaced batteries and front strobe light.					
Totals For 13062					\$163.38	\$114.04	\$277.42

12785		1/17/2012		Fisher Auto Parts			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$17.19	\$0.00	\$17.19
Totals For 12785					\$17.19	\$0.00	\$17.19

12658		1/10/2012	39,799 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$260.00	\$295.52	\$555.52
		Look at door and order new one . 1-17 Prep and paint new door and remove damaged door from Truck. 1-18 Install new door and instal all hardware.					
Totals For 12658					\$260.00	\$295.52	\$555.52

12190		10/14/2011	38,759 Miles	Scott Kiser			
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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	\$24.43	\$131.34	\$155.77
		DOT Inspection					
			Dot inspection	PMS-000-000	\$50.00	\$65.67	\$115.67
		B-Maint					
Totals For 12190					\$74.43	\$197.01	\$271.44

11390		5/31/2011		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$122.20	\$65.67	\$187.87
		Replace rear strobe light					
Totals For 11390					\$122.20	\$65.67	\$187.87

10861		3/1/2011	35,948 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$73.14	\$119.60	\$192.74
		PERFORM B-PM. REPLACE FUEL FILTERS AND REPAIR INOPERATIVE MARKER LIGHTS.					
Totals For 10861					\$73.14	\$119.60	\$192.74

10297		11/17/2010	35,063 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	013-000-000	\$0.00	\$131.34	\$131.34
		Replace front and rear brake pads.					
			Dot inspection	MSC-000-000	\$452.12	\$131.34	\$583.46
		DOT Inspection					
Totals For 10297					\$452.12	\$262.68	\$714.80

09906		9/17/2010	34,568 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$164.44	\$65.67	\$230.11
		Go up to shed to start truck . Found batt. bad . Replace both batt. Truck starts now.					
Totals For 09906					\$164.44	\$65.67	\$230.11

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
09868		9/14/2010		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	MSC-000-000	\$0.00	\$28.51	\$28.51
Jump start at shed.							
Totals For 09868					\$0.00	\$28.51	\$28.51
09479		7/12/2010		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$31.28	\$31.28
Jump start at shed							
Totals For 09479					\$0.00	\$31.28	\$31.28
09414		6/29/2010	32,958 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$40.72	\$59.80	\$100.52
PERFORM B-PM.							
Totals For 09414					\$40.72	\$59.80	\$100.52
09071		5/3/2010		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$0.00	\$358.80	\$358.80
REMOVE DAMAGED DOOR, GRIND BODY AND PAINT. PAINT NEW DOOR. TRACE AND REPAIR MARKER LIGHT ISSUE. INSTALL NEW DOOR AND REPAIR WORK LIGHTS, SWITCH BAD.							
Totals For 09071					\$0.00	\$358.80	\$358.80
08399		1/13/2010	29,582 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$478.78	\$55.43	\$534.21
PERFORM B-PM.							
Totals For 08399					\$478.78	\$55.43	\$534.21
08185		12/2/2009	28,916 Miles	Scott Kiser			

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		Dot Inspection	Dot inspection	MSC-000-000	\$0.00	\$99.72	\$99.72
Totals For 08185					\$0.00	\$99.72	\$99.72
07162		6/16/2009	26,810 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		PERFORM B-PM. REPAIR MARKER LIGHTS.	Routine Work	PMS-000-000	\$41.13	\$83.15	\$124.28
Totals For 07162					\$41.13	\$83.15	\$124.28
06187		1/15/2009	24,117 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		PERFORM B-PM. PERFORM D.O.T. INSPECTION. REPAIR BROKEN MARKER LIGHT.	Routine Work	PMS-000-000	\$79.93	\$221.72	\$301.65
Totals For 06187					\$79.93	\$221.72	\$301.65
06119		11/26/2008		T&R Tire			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$204.91	\$0.00	\$204.91
Totals For 06119					\$204.91	\$0.00	\$204.91
05232		8/18/2008	22,249 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		Jump start at shed. Bring to CMG install batteries and test charging system.	Breakdown	030-000-000	\$205.08	\$99.72	\$304.80
Totals For 05232					\$205.08	\$99.72	\$304.80

City of Hagerstown

Repair Order History

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Eastern Standard Time

208 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
04987		7/11/2008	21,435 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$647.77	\$138.58	\$786.35
PERFORM B-PM. TAKE TO S&S FOR FRONT TIRES AND ALIGNMENT AND PICK UP.							
Totals For 04987					\$647.77	\$138.58	\$786.35
03978		2/20/2008	18,792 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.							
			Routine Work	PMS-000-000	\$40.53	\$49.86	\$90.39
B-Maint.							
Totals For 03978					\$40.53	\$149.58	\$190.11
03420		11/27/2007		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$68.75	\$68.75
Checked charging system. Took to hagerstown ford under warranty.							
Totals For 03420					\$0.00	\$68.75	\$68.75
02829		9/14/2007	15,172 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$60.53	\$68.75	\$129.28
PERFORM B-PM.							
Totals For 02829					\$60.53	\$68.75	\$129.28
02562		8/10/2007	14,627 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	60H-000-000	\$4.99	\$99.72	\$104.71
Check for PTO cut off when hot found bad breaker replaced							
Totals For 02562					\$4.99	\$99.72	\$104.71
SYS02283		6/22/2007	13,841 Miles	Scott Kiser			

City of Hagerstown

Repair Order History

Page: 21 of 22
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Eastern Standard Time

208 (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	\$206.52	\$206.52
Repair air and oil tank for compressor							
Totals For SYS02283					\$0.00	\$206.52	\$206.52

SYS01817		4/11/2007	12,182 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	\$39.05	\$39.05
PERFORM B-PM. CHANGE FUEL FILTERS, AND CHECK AIR COMPRESSOR.							
Totals For SYS01817					\$0.00	\$39.05	\$39.05

SYS01627		3/14/2007	11,612 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	26H-000-000	\$0.00	\$13.97	\$13.97
Replace shifter handle and oil dip stick							
Totals For SYS01627					\$0.00	\$13.97	\$13.97

SYS01609		3/13/2007	11,612 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	\$27.94	\$27.94
D.O.T. Inspection							
Totals For SYS01609					\$0.00	\$27.94	\$27.94

SYS01051		12/7/2006	9,257 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 SYS01051					\$0.00	\$23.43	\$23.43

208 (Trucks) CMG

RO Number		RO Stage		Date	Meter Reading		Mechanic/Vendor		
SYS00116				6/7/2006	5,332 Miles		Scott Kiser		
Vendor (Invoice)		Date	Work Description	Repair Reason	VMRS Code	Parts Amount		Labor Amount	Total Amount
				Breakdown	60H-000-000	\$0.00		\$27.94	\$27.94
			repaired fitting at air tank refilled tank						
Totals For SYS00116						\$0.00		\$27.94	\$27.94
Totals						\$9,248.48		\$20,222.31	\$29,470.79
Grand Totals						\$9,248.48		\$20,222.31	\$29,470.79

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

Topic:

Water: 2022 F-750 Diesel Regular Cab with Dump Bed - Keystone Ford (Chambersburg, PA) \$ 94,646.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_-_2022_F-750_Signed_Consent_Form.pdf

2022_F750_Dump_Proposal.pdf

Vehicles_-_Unit_#211_090121.xlsx.pdf

MJR_Steel_Dump_Quote.pdf

Stephenson_Contract_Renewal_Letter-4.pdf

Water_Division_Vehicle_Replacement_Form_Veh_211_100521.pdf

Description

Signed Consent Form

2022 F-750 Diesel
Regular Cab with Dump
Bed

2022 F-750 Diesel
Regular Cab with Dump
Bed

2022 F-750 Diesel
Regular Cab with Dump
Bed

2022 F-750 Diesel
Regular Cab with Dump
Bed

2022 F-750 Diesel
Regular Cab with Dump
Bed

2022 F-750 Diesel

Approval For:	
Consent Agenda:	X
New Business:	

Above To Be Used For:

Recommended Vendor:

Business Name: Keystone Ford

Address: 301 Walker Rd.

City, State: Chambersburg, Pennsylvania 17201-3507

Bid/Proposal/Quote No.: N/A

Other Vendors:

[illegible]

Comments

Department Manager (required on all unbudgeted items):

Vehicles to replace Unit #211 - 2009 Dump Truck. Purchase is through Co-Star Contract #025-021. The combined vehicle purchases for FY22 exceed the approved budget – funds will be transferred from 5285001-5892-C0405 to cover this expense.



Water Operations Manager

10/1/2021

Date

Finance Department:

Recommend approval.



Signature

10/14/2021

Date

Finance Manager:

Recommend approve. There is sufficient funding in the FY22 budget for this purchase.



Signature

10/14/21

Date

City Administrator's Recommendation:

Recommend Approval



Signature

10/14/21

Date

Prepared for: , City Of Hagerstown
1 East Franklin St, 2nd Floor
Hagerstown, MD 21740
Office: 301-739-8577

2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215



Client Proposal

Prepared by:
Chad M Sites
Office: 717-709-6263
Email: csites@keystoneford.com
Quote ID: CityofHag7
Date: 08/18/2021



Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Quote ID: CityofHag7

Selected Equip & Specs

Dimensions

- Exterior length: 246.0"
- Exterior width: 96.7"
- Wheelbase: 158.0"
- * **Rear track: 72.7"**
- Front legroom: 41.4"
- Front hiproom: 67.6"
- Cab to axle: 84.0"
- Exterior height: 94.3"
- * **Front track: 83.5"**
- Rear tire outside width: 96.0"
- Front headroom: 40.7"
- Front shoulder room: 68.0"

Powertrain

- * **300hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection**
- federal
- Rear-wheel drive
- Fuel Economy Highway: N/A
- Fuel/water separator
- Standard rear differential
- Right mounted horizontal tailpipe
- Recommended fuel : diesel
- 6 speed automatic transmission with overdrive
- Fuel Economy Cty: N/A
- 50.0 gal. rectangular Left front fuel tank
- * **Transmission PTO provision**
- Right mounted horizontal muffler

Suspension/Handling

- Front non-independent leaf spring suspension
- Hydraulic power-assist re-circulating ball Steering
- 11.0R22.5 AS front and rear tires
- Rubber auxiliary rear springs
- Rear rigid axle leaf spring suspension
- Front and rear 22.5 x 8.25 wheels
- Dual rear wheels

Body Exterior

- 2 doors
- Black door mirrors
- * **Trailer harness**
- * **Stationary radiator mounted grille**
- 2 front tow hook(s)
- * **Driver and passenger power remote heated, manual folding door mirrors**
- Side steps
- Clearcoat paint
- Front and rear 22.5 x 8.25 white steel wheels with 10 wheel studs

Convenience

- Manual air conditioning
- * **Power front windows**
- * **Driver and passenger 1-touch down**
- Manual tilt steering wheel
- Wireless phone connectivity
- Passenger visor mirror
- Cruise control with steering wheel controls
- * **Driver and passenger 1-touch up**
- * **Power door locks**
- Manual telescopic steering wheel
- Front cupholders
- Dual electric horn

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Quote ID: CityofHag7

Selected Equip & Specs (cont'd)

- Automatic gearshift steering column lever
- Upfitter switches

* Driver and passenger door bins

Seats and Trim

- Seating capacity of 2
- Fixed passenger seat
- Bucket driver seat, Bucket passenger seat
- Low back seats
- Manual fore/aft seats

- Fixed driver seat
- Driver and passenger armrests
- Driver seat folding back, passenger seat fixed back
- Driver seat with 4 way direction control, passenger seat with 2 way direction control

Entertainment Features

- AM/FM stereo radio
- Steering wheel mounted radio controls
- Streaming audio

- Auxiliary audio input
- 2 speakers
- Fixed antenna

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Auto on/off headlights
- Speed sensitive wipers
- Front reading lights
- * **Voltmeter**
- Oil temperature gauge
- Trip odometer

- Delay-off headlights
- Variable intermittent front windshield wipers
- Light tinted windows
- Tachometer
- Oil pressure gauge
- Trip computer
- RNDM

Safety and Security

- 4-wheel ABS brakes
- * **Air brakes**
- * **Power door locks**

- Hill hold control
- ABS traction control
- With stolen vehicle tracking system

Dimensions

General Weights

* Curb	10,470 lbs.
Rear GAWR	21000 lbs.
GCWR	50000 lbs.

Front GAWR	12000 lbs.
GVWR	33000 lbs.

Front Weights

* Front curb weight	6,631 lbs.
* Front spring rating	12,000 lbs.

* Front axle capacity	12,000 lbs.
Front tire/wheel capacity	12,350 lbs.

Rear Weights

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Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 215 | Quote ID: CityofHag7

Selected Equip & Specs (cont'd)

*Rear curb weight **3,839 lbs.**
 Rear spring rating 21,000 lbs.

Rear axle capacity 21,000 lbs.
 Rear tire/wheel capacity 23,360 lbs.

Trailing Type

*Harness **Yes**

Fuel Tank type

Left front Fuel tank capacity 50.01 gal.

Front Frame

Height loaded 35 "

Height unloaded 37 "

Rear Frame

Height loaded 36 "

Height unloaded 38 "

Powertrain**Engine Type**

Block material Iron
 Head material Aluminum
 Injection Diesel direct injection
 Orientation Longitudinal
 Valves per cylinder 4
 Forced induction Intercooled turbo

Cylinders V-8
 Ignition Compression
 Liters 6.7L
 Recommended fuel Diesel
 Valvetrain OHV

Engine Spec

Bore 3.90"
 Displacement 406 cu.in.

Compression ratio 16.2:1
 Stroke 4.25"

Engine Power

*Output **300 HP @ 2,500 RPM**
 *Governed RPM **3,300**

*Torque **725 ft.-lb @ 1,500 RPM**

Alternator

Type HD

Amps 200

Battery

Cold cranking amps 1,500
 Step Yes

Location Forward right
 Type Dual

Engine Extras

*Block heater **Yes**

Transmission

Electronic control Yes
 Overdrive Yes

Lock-up Yes
 Speed 6

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Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 215 | Quote ID: CityofHag7

Selected Equip & Specs (cont'd)

Type Automatic

Transmission Gear Ratios

1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.858	6th	0.674
Reverse Gear ratios	3.128		

Transmission Torque Converter

Stall ratio 1.85

Transmission Extras

Driver selectable mode	Tow/Haul Mode	Sequential shift control	Yes
Oil cooler	Regular duty	* PTO provision	Yes

Drive Type

Type Rear-wheel

Drive Feature

Traction control ABS

Drive Axle*** Ratio** **6.5****Exhaust**

Material	Aluminized steel	System type	Single
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Emissions

CARB Federal

Engine Retarder

Type Yes

Driveability**Brakes**

ABS	4-wheel	ABS channels	4
* Type	Air brakes		

Brake Assistance

Hill hold control Yes

Suspension Control

Ride Regular

Front Suspension

Independence	Non-independent	Type	Leaf
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Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 215 | Quote ID: CityofHag7

Selected Equip & Specs (cont'd)*Front Spring*

Type Tapered leaf Grade Regular

Front Shocks

Type Regular

Rear Suspension

Independence Rigid axle Type Leaf

Rear Spring

Type Multi-leaf Grade Regular

Auxiliary Rubber

Steering

Activation Hydraulic power-assist Type Re-circulating ball

Steering Specs

of wheels 2

Exterior*Front Wheels*

Diameter 22.5" Width 8.25"

Rear Wheels

Diameter 22.5" Width 8.25"

Dual Yes

Front Tires

Aspect 82 Diameter 22.5"

Sidewalls BSW Tread AS

Width 11.0" LT load rating G

RPM 497

Rear Tires

Aspect 82 Diameter 22.5"

Sidewalls BSW Tread AS

Width 11.0" LT load rating G

*** RPM 493***Wheels**** Front track 83.5" * Rear track 72.7"**

Turning radius (to curb) 22' Turning radius (to bumper) 23'

Wheelbase 158.0" Rear tire outside width 96.0"

Body Features

Front splash guards Yes Body material Composite/galvanized steel

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08/18/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 215 | Quote ID: CityofHag7

Selected Equip & Specs (cont'd)

Side steps Yes

Front tow hook(s) 2

Body Doors

Door count 2

Exterior Dimensions

Length 246.0"

Body height 94.3"

Axle to end of frame 49.0"

* Frame yield strength (psi) 120000.0

* Frame rail width 3.6"

* Max RBM (in.-lbs.) 1,780,800.0

Front bumper to Front axle 39.0"

* Nominal RBM (in.-lbs.) 1,701,600.0

Body width 96.7"

Cab to axle 84.0"

* Frame section modulus 14.2cu.in.

* Frame rail depth 10.1"

* Frame rail thickness 0.3"

Frame rail section 9.5"

* Front frame extension 20.0"

Seating**Passenger Capacity**

Capacity 2

Driver Seat

Type Bucket

Back type Low

Fore/aft Manual

Back Folding

Way direction control 4

Passenger Seat

Type Bucket

Back type Low

Fore/aft Manual

Back Fixed

Way direction control 2

Front Armrest

Driver Yes

Passenger Yes

Front Seat Trim

Material Vinyl

Back material Carpet

Convenience**AC And Heat Type**

Air conditioning Manual

Audio System

Auxiliary audio input Yes

Radio grade Regular

Radio AM/FM stereo

Seek-scan Yes

Audio Speakers

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08/18/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 215 | Quote ID: CityofHag7

Selected Equip & Specs (cont'd)

Speaker type	Regular	Speakers	2
<i>Audio Controls</i>			
Steering wheel controls	Yes	Streaming audio	Yes
<i>Audio Antenna</i>			
Type	Fixed		
<i>Cruise Control</i>			
Cruise control	With steering wheel controls		
<i>Convenience Features</i>			
Driver foot rest	Yes	12V DC power outlet	2
* Wireless phone connectivity	Yes	Horn	Dual electric
Upfitter switches	Yes		
<i>Door Lock Activation</i>			
* Type	Power	* Auto locking	Yes
<i>Instrumentation Type</i>			
Appearance	Analog		
<i>Instrumentation Gauges</i>			
Tachometer	Yes	Oil pressure	Yes
Engine temperature	Yes	* Voltmeter	Yes
Oil temperature	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes	* Primary air pressure	Yes
<i>Instrumentation Warnings</i>			
Oil pressure	Yes	Battery	Yes
Lights on	Yes	Key	Yes
Low fuel	Yes	Door ajar	Yes
Service interval	Yes	Brake fluid	Yes
Transmission fluid temp	Yes		
<i>Instrumentation Displays</i>			
Clock	In-radio display		
<i>Instrumentation Feature</i>			
Trip computer	Yes	Trip odometer	Yes
Shift indicator	RNDM		
<i>Steering Wheel Type</i>			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
<i>Front Side Windows</i>			

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City Of Hagerstown

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08/18/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 215 | Quote ID: CityofHag7

Selected Equip & Specs (cont'd)*** Window 1st row activation Power***Window Features**** 1-touch down Driver and passenger**

Tinted Light

Front Windshield

Wiper Variable intermittent

*** 1-touch up Driver and passenger**

Speed sensitive wipers Yes

Rear Windshield

Window Fixed

Automatic Gearshift

Location Steering column lever

Interior*Passenger Visor*

Mirror Yes

Headliner

Coverage Full

Material Cloth

Floor Trim

Coverage Full

Covering Vinyl/rubber

Trim Feature

Gear shifter material Urethane

Lighting

Dome light type Delay

Variable IP lighting Yes

Front reading Yes

Floor Console Storage

Type Partial

*Storage**** Driver door bin Yes**

Glove box Yes

Dashboard Yes

Front Beverage holder(s) Yes

*** Passenger door bin Yes***Legroom*

Front 41.4"

Headroom

Front 40.7"

Hip Room

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Prepared for:

City Of Hagerstown
Prepared by: Chad M Sites
08/18/2021



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Quote ID: CityofHag7

Selected Equip & Specs (cont'd)

Front	67.6"
<i>Shoulder Room</i>	
Front	68.0"

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Prepared for:

City Of Hagerstown

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08/18/2021



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Quote ID: CityofHag7

Warranty

Standard Warranty*Basic*

Distance Unlimited miles Months 24 months

Powertrain

Distance Unlimited miles Months 24 months

Corrosion Perforation

Distance Unlimited miles Months 36 months

Roadside Assistance

Distance Unlimited miles Months 24 months

Diesel Engine

Distance 250,000 miles Months 60 months

Transmission

Distance 250,000 miles Months 60 months

Frame Rail

Distance Unlimited miles Months 60 months

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Quote ID: CityofHag7

As Configured Vehicle

Code	Description	MSRP
F7D	Base Vehicle Price (F7D)	\$71,345.00
99E	6.7L Power Stroke V8 Turbo Diesel - 300 HP @ 2500 RPM Includes Engine Exhaust Brake and manual regen capability. Torque: 725 ft.lbs. @ 1500 rpm. <i>Governed RPM: 3300. Includes CARB clean idle label - may be removed if un-necessary.</i>	\$1,995.00
425	50-State Emissions	N/C
41H	Engine Block Heater, Phillips, 120 Volt/750 Watt	\$60.00
44G	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, less PTO Provision, less Park Pawl	STD
41A	Transmission Power Take-Off Provision w/LiveDrive Capability and Tow/Haul	\$895.00
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
R2G	Tires, Rear Four 11R22.5G Goodyear Fuel Max RTD (493 rev/mile)	\$140.00
67A	Air Brakes - Straight Truck w/Traction Control	\$2,180.00

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Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 215 | Quote ID: CityofHag7

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Meritor Q-Plus with ABS, Bendix Anti-Lock Brake System, 4-channel. Includes 15" x 4" front brakes, dual direct reading air pressure gauges, brake lines color coded nylon, Bendix 13.2 CFM capacity air compressor, instrument panel mounted yellow knob parking brake control valve, automatic slack adjusters front and rear, two rear spring parking air brake chambers mounted on front of rear axle, three drain valves and two air tanks (Reference Body Builders Book for location). Rear brake size and components dependent upon axle selection. Uses existing ABS system to minimize wheel slipping during acceleration. Usage determined by the air brake package selected. (Should NEVER be used with Hi-Rail Train Systems). Includes: - Air Dryer, Bendix AD/IS w/Heater - Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).	
62D	Air Dryer, Bendix AD/IS w/Heater	Included
	Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).	
159	Trailer Connection Socket - 7-Way, Wired for Turn Signals Combined with Stop	\$100.00
	Mounted at rear of frame, for combined trailer stop, tail, turn (compatible with trailers that use combined stop, tail, turn lights).	
43P	12,000 lb. Cap. Non-Driving - Dana E-1202I - I-Beam Type	\$525.00
61D	Taper-Leaf Springs, Parabolic - 12,000 lb. Cap	\$305.00
	2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.	
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil	\$50.00
475	21,000 lb. Single Reduction - Open - Dana / Spicer 21060S	STD
	NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.	
68P	Multi-Leaf Springs - 21,000 lb. Cap	STD
	11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.	
607	Lube, Rear Axle, EmGard 75W-90, Synthetic Oil	\$100.00
X6D	6.50 Axle Ratio	N/C
158WB	158" Wheelbase/84" CA/49" AF/246" OAL	STD
536	Single Channel - Straight 'C' 14.18 SM, 120,000 PSI	\$365.00
	1,701,600 RBM. Heat treated alloy steel; 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm).	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 215 | Quote ID: CityofHag7

As Configured Vehicle (cont'd)

Code	Description	MSRP
532	Frame Extension, Front - Integral 20" In Front of Grille <i>Includes:</i> <i>- Grille, Fixed - Black/Gray</i> <i>- Bumper, Front - Delete - Also Deletes Mounting Brackets</i>	\$490.00
76X	Bumper, Front - Delete - Also Deletes Mounting Brackets	Included
86B	Grille, Fixed - Black/Gray	Included
91G	Under Cab, Right Side Outlet, Switchback-Style <i>Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.</i>	STD
65B	Fuel Tank - LH 50 Gallon Rectangular - Aluminum	STD
12	12 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection	\$0.00
STDALT	Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5	Included
55M	Jump Start Stud - Remote Mounted	\$90.00
STDBAT	Battery - Two 750 CCA, 1500 Total, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>	STD
59C	Body Builder Wiring - At End of Frame, Combined - (ILO Standard - Back of Cab Combined) <i>Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to cab.</i>	\$135.00
16V	Voltmeter <i>Available in message center.</i>	\$100.00
88A	30/0/30 Fixed Driver & Fixed Passenger w/Consolelette - Vinyl	STD
600A	Preferred Equipment Package 600A	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 215 | Quote ID: CityofHag7

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes:</i> - Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals - Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals - Manual Regen Initiation - Driver Interface in Message Center - Engine Exhaust Brake - Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5 - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Four Body Builder Switches - Mounted in Center Instrument Panel With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25. - Floor Covering - Black Vinyl - Intelligent Oil Life Monitor - Steering Column - Tilt / Telescoping - Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls	
90P	Power Equipment Group - (Included in (90A) Appearance Group)	\$470.00
	<i>Includes power front side windows, power door locks and door trim panel.</i>	
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD
54P	Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 96" Width	\$245.00
	<i>Integral spot mirror, sail type, solid black finish.</i>	
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
B4A	Net Invoice Fleet Option	\$0.00
E_01	Gray	N/C
YZ_01	Oxford White	N/C
SUBTOTAL		\$79,590.00
Destination Charge		\$2,095.00
TOTAL		\$81,685.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

08/18/2021



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Quote ID: CityofHag7

Pricing Summary - Single Vehicle

MSRP*Vehicle Pricing*

Base Vehicle Price	\$71,345.00
Options	\$8,245.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Destination Charge	\$2,095.00
Subtotal	\$81,685.00

Pre-Tax Adjustments

Code	Description	MSRP
10	MJR Equipment	\$27,440.00
1	CoStars Allowance 025-155	-\$14,479.00
Total		\$94,646.00

Customer Signature

Acceptance Date

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

Originating Department: <u>Water Department</u>		By: <u>William Luhn</u>	
Account Number: <u>5285001-5840-C0117</u>	Account/Project Name: <u>Vehicles</u>		
Account Number: _____	Account/Project Name: _____		
Budget Amount: FY22 \$ <u>185,000</u>	Account Balance: \$ <u>185,000</u>	Year: <u>FY22</u>	CIP Control No.: <u>C0117</u>
Budget Amount: _____	Account Balance: _____	Year: _____	CIP Control No.: _____
Unbudgeted: _____	Source Of Funds: <u>Water Fund</u>		

Quantity	Description	Value
1	2022 F-750 Diesel Regular Cab with Dump Bed	\$ 94,646.00
	TOTAL	\$ 94,646.00

Vehicles to replace Unit #211 - 2009 Dump Truck. Purchase is through Co-Star Contract #025-021. The combined vehicle purchases for FY22 exceed the approved budget – funds will be transferred from 5285001-5892-C0405 to cover this expense.

Business Name: Keystone Ford

Address: 301 Walker Rd.

City, State: Chambersburg, Pennsylvania 17201-3507

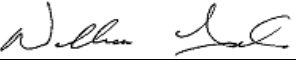
Other Vendors:

[illegible]

Comments

Department Manager (required on all unbudgeted items):

Vehicles to replace Unit #211 - 2009 Dump Truck. Purchase is through Co-Star Contract #025-021. The combined vehicle purchases for FY22 exceed the approved budget – funds will be transferred from 5285001-5892-C0405 to cover this expense.



Water Operations Manager

10/1/2021

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date



MJR Location: 4210 Chambers Hill Rd, Harrisburg PA 17111
Phone: 717-901-9070

Pennsylvania Locations: Harrisburg, PA (*Corporate Headquarters*)
Butler, PA Ebsensburg, PA Philadelphia, PA Pittsburgh, PA Wilks-Barre, PA

8//17/21

T-1870

Stephenson Equipment Inc

Fax 717-564-2431

Email; rspringer@stephensorequipment.com

Ford F750

84"CA

GVW

Attn: Rick Springer/ City of Hagerstown

10' Steel dump service

U-850 Sub-frame Hoist

3/16" H.T. steel floor

Hot shift PTO (**Dump Service only**)

4" Channel on 12" centers

6" Channel longitudes

36" 10 Gauge steel sides plus two 2x6 oak boards painted White/Boxed top rail / Board Gussets

Dirt shedders w/tarp bar

42" Steel 3/16" tailgate, Center Coal Door

43" Rear corner height

WELD SOLID

Drop down Rear Skirt

Pin type top hardware

Manual bottom latches

24" Cab protector w/8-10" lip (tarp ready)

Two step ladder w/grab handle(slide out) drivers side

Splash shields, mud flaps

DOT /OEM Taillights

Six Light LED Strobe Package

3/4" Steel Hitch plate, D-rings, Reese Tube, RV Plug, Electric Brake Control

Install 20 ton pintle above reese hitch with adjustment holes

ICC bumper w/back-up alarm

Paint white

112 DB backup alarm

Total \$27,440.00

CO-STAR # 025-021,

CO-STAR VENDOR NUMBER 150032

Quote valid for 30 days

Plus all applicable taxes

****SIGNED QUOTES WILL ONLY BE HONORED FOR 90 DAYS FROM DATE OF QUOTE, DUE TO THE FLUCTUATION OF METALS PRICING. PLEASE CONTACT US FOR UPDATED PRICING PRIOR TO DELIVERY OF CHASSIS****

Approval signature_____ Date_____



Commonwealth of Pennsylvania
Department of General Services
Bureau of Procurement
555 Walnut Street, 6th Floor
Harrisburg, PA 17101-1914

Toll Free Telephone: 1-866-768-7827
Local Telephone: 717-346-9009
Fax: 717-783-6241
Email: GS-PACostars@state.pa.us
Website: www.costars.state.pa.us

Date: 04/23/2021

Stephenson Equipment Inc dba Walsh Equipment Inc.
Attn: Charles Walsh
7201 Paxton St
Harrisburg, PA 17111

Subject: COSTARS Participation – Renewal Confirmation
Contract Number: 025-021 - Municipal Work Vehicles

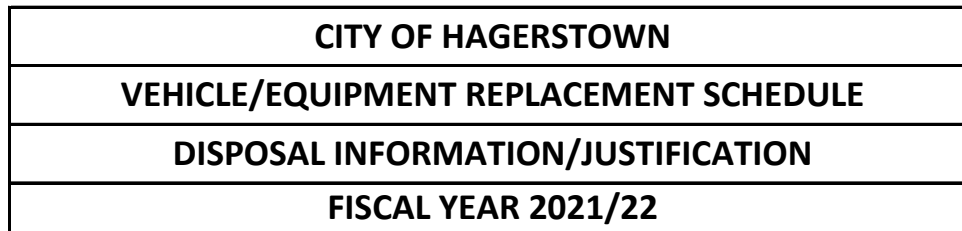
Dear Contractor:

The Department of General Services, Bureau of Procurement, has received your payment of the \$1500.00 administrative fee required to renew your COSTARS participation for contract number 025-021. This will confirm that your company is authorized to continue to sell the awarded items/services under this contract to registered COSTARS members for the contract term 04/21/2010 through 04/21/2022 .

Thank you for your continued participation in the COSTARS Program. Should you have any questions, please contact COSTARS Program staff by email to GS-PACostars@pa.gov or toll-free telephone at 1.866.768.7827.

Regards,

Stacey Logan-Kent
(P): 717-787-2355
(F) :717-783-6241
E-Mail: slogankent@pa.gov



of Service Orders: Condition: Poor

Prepared By: William Luhn Date: 10/5/2021

Search and Select:

Units	Unit - Unit Number	211 (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)

City of Hagerstown

Repair Order History

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211 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
30665		7/20/2021	101,684 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$50.20	\$78.92	\$129.12
PERFORM B-PM.							
Totals For 30665					\$50.20	\$78.92	\$129.12
30284		2/25/2021	98,519 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$110.37	\$78.92	\$189.29
PERFORM B-PM.							
Totals For 30284					\$110.37	\$78.92	\$189.29
29575		7/28/2020	95,628 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$45.74	\$77.62	\$123.36
PERFORM B-PM.							
Totals For 29575					\$45.74	\$77.62	\$123.36
29284		5/6/2020		Elmer Poffenberger			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$38.81	\$38.81
WELDED NEW CHAIN HOOKS TO BED.							
Totals For 29284					\$0.00	\$38.81	\$38.81
29219		4/21/2020		Elmer Poffenberger			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$77.62	\$77.62
FIXED BROKEN TARP ARMS							
Totals For 29219					\$0.00	\$77.62	\$77.62
29203		4/15/2020		Elmer Poffenberger			

City of Hagerstown

Repair Order History

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211 (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	\$77.62	\$77.62
		REPAIRED TAILGATE LATCHES (WELDED)					
Totals For 29203					\$0.00	\$77.62	\$77.62
29016		3/3/2020	92,763 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$87.64	\$77.62	\$165.26
		PERFORM B-PM.					
Totals For 29016					\$87.64	\$77.62	\$165.26
28887		1/23/2020		Michael Cline			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$34.66	\$34.66
		FIXED PTO SWITCH					
Totals For 28887					\$0.00	\$34.66	\$34.66
28852		1/13/2020		Michael Cline			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	042-000-000	\$0.00	\$138.64	\$138.64
		AIR LEAK					
Totals For 28852					\$0.00	\$138.64	\$138.64
28822		1/10/2020		Michael Cline			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	031-000-000	\$190.00	\$138.64	\$328.64
		AIR LEAK REPLACE BATTERIES TRANSMISSION LIGHT					
Totals For 28822					\$190.00	\$138.64	\$328.64
28542		11/6/2019					

City of Hagerstown

Repair Order History

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211 (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
		ROADCALL	Routine Work	MSC-000-000	\$0.00	\$77.62	\$77.62
Totals For 28542					\$0.00	\$77.62	\$77.62

28249		9/6/2019	89,627 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		PERFORM B-PM.	Routine Work	PMS-000-000	\$93.76	\$76.86	\$170.62
Totals For 28249					\$93.76	\$76.86	\$170.62

27293		2/18/2019		KEYSTONE Ford			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$160.58	\$0.00	\$160.58
Totals For 27293					\$160.58	\$0.00	\$160.58

27072		1/8/2019	85,928 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		PERFORM B-PM.	Routine Work	PMS-000-000	\$92.14	\$76.87	\$169.01
Totals For 27072					\$92.14	\$76.87	\$169.01

26627		10/8/2018		Michael Cline			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		REPLACED TARP REPLACED BLOWER MOTOR	Routine Work	071-000-000	\$97.15	\$176.22	\$273.37
Totals For 26627					\$97.15	\$176.22	\$273.37

City of Hagerstown

Repair Order History

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211 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
26602		10/5/2018		Michael Cline			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$100.64	\$117.48	\$218.12
REPLACED TARP							
Totals For 26602					\$100.64	\$117.48	\$218.12
26179		7/24/2018	82,508 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$92.14	\$171.53	\$263.67
PERFORM B-PM.							
Totals For 26179					\$92.14	\$171.53	\$263.67
26070		6/26/2018		Elmer Poffenberger			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$126.34	\$266.08	\$392.42
ROAD CALL REPLACE SERP BELT							
Totals For 26070					\$126.34	\$266.08	\$392.42
26001		6/12/2018		Michael Cline			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$34.07	\$673.26	\$707.33
RIGHT LOW BEAM NOT WORKING BED LIGHTS OUT DOT INSPECTION FIXED EXHAUST							
Totals For 26001					\$34.07	\$673.26	\$707.33

City of Hagerstown

Repair Order History

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211 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
25265		1/25/2018	78,465 Miles	Elmer Poffenberger			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$217.32	\$510.33	\$727.65
		DIAGNOSED BLOWER MOTOR ISSUES ORDERED PARTS FIXED STROBE LIGHT REPLACED HEATER MOTOR PERFORM B-PM.					
Totals For 25265					\$217.32	\$510.33	\$727.65

24782		10/12/2017		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$111.48	\$65.28	\$176.76
		REPLACED TANK FITTINGS					
Totals For 24782					\$111.48	\$65.28	\$176.76

24734		10/3/2017		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$6.52	\$130.56	\$137.08
		DIAGNOSED AIR LEAK ORDERED PARTS					
Totals For 24734					\$6.52	\$130.56	\$137.08

24111		6/2/2017		CENTRAL TRUCK & TRAILER			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$13.54	\$0.00	\$13.54
Totals For 24111					\$13.54	\$0.00	\$13.54

23907		5/4/2017		Elmer Poffenberger			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			X Factor	PMS-000-000	\$126.52	\$135.52	\$262.04
		PERFORM B-PM					
Totals For 23907					\$126.52	\$135.52	\$262.04

23914		5/1/2017		Daniel Craigie			
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City of Hagerstown

Repair Order History

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211 (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	79H-000-000	\$61.25	\$456.96	\$518.21
		FIXED HORN FIXED WIRING					
Totals For 23914					\$61.25	\$456.96	\$518.21

23868		4/25/2017		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$65.28	\$65.28
		WORK ON DIAGNOSING HORN					
			Routine Work	MSC-000-000	\$165.51	\$326.40	\$491.91
		REPLACED REAR BRAKES DIAGNOSED AND ORDERED HORN REPLACE BACK UP ALARM REPAIR STROBE LIGHTS					
Totals For 23868					\$165.51	\$391.68	\$557.19

23744		4/4/2017		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$108.28	\$207.87	\$316.15
		ROAD CALL TO BOTTOM ROAD REPLACED SERP BELT AND TENSIONER FIXED WIRES					
Totals For 23744					\$108.28	\$207.87	\$316.15

23193		12/27/2016		Stanley Gunter			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$0.00	\$151.41	\$151.41
		MAKE MUD FLAP BRACKET REPLACE REVERSE BULB WELD REAR OF BODY					
Totals For 23193					\$0.00	\$151.41	\$151.41

City of Hagerstown

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211 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
23151		12/14/2016		RESLEY TIRES			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$643.58	\$0.00	\$643.58
Totals For 23151					\$643.58	\$0.00	\$643.58

23120		12/13/2016		Stanley Gunter			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$7.35	\$353.29	\$360.64
		REPLACE LEFT REAR WHEEL SEAL TAKE STEER TIRES TO BE REPLACED REPLACE FRONT BRAKE HOSES REPLACE REAR BRAKE SHOES AND DRUMS FINISH REAR BRAKES PUT ON NEW STEER TIRES REPLACED MUD FLAPS					
			Routine Work	PMS-000-000	\$597.98	\$50.47	\$648.45
Totals For 23120					\$605.33	\$403.76	\$1,009.09

22710		9/26/2016	68,972 Miles	Stanley Gunter			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$201.88	\$201.88
		REWIRE REAR LIGHTS AND BODY					
Totals For 22710					\$0.00	\$201.88	\$201.88

22676		9/21/2016	68,832 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$50.40	\$103.94	\$154.34
		PERFORM B-PM.					
Totals For 22676					\$50.40	\$103.94	\$154.34

City of Hagerstown

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211 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
22566		8/25/2016		McCarthy Tires			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$742.06	\$0.00	\$742.06
Totals For 22566					\$742.06	\$0.00	\$742.06
22203		6/22/2016		Stanley Gunter			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$282.14	\$50.47	\$332.61
		REPLACE FAN CLUTCH					
Totals For 22203					\$282.14	\$50.47	\$332.61
22123		6/7/2016		Stanley Gunter			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$578.50	\$252.35	\$830.85
		REMOVE EGR COOLER INSTALL NEW EGR COOLER					
			Routine Work	042-000-000	\$59.57	\$100.94	\$160.51
		FILL COOLANT DIAGNOSE OVERHEATING ISSUE					
Totals For 22123					\$638.07	\$353.29	\$991.36
22105		6/1/2016		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	042-000-000	\$9.28	\$119.76	\$129.04
		ROAD CALL FOR OVERHEATING CHECK OVERHEATING ISSUES REPLACE TANK CAP					
Totals For 22105					\$9.28	\$119.76	\$129.04

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211 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
22028		5/19/2016		T&R Tire			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$0.00	\$30.00	\$30.00
		FLAT REPAIR					
Totals For 22028					\$0.00	\$30.00	\$30.00
21968		5/13/2016	65,909 Miles	Stanley Gunter			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$139.50	\$100.94	\$240.44
		DOT INSPECTION					
			Routine Work	PMS-000-000	\$93.52	\$100.94	\$194.46
		PERFORM B-PM					
Totals For 21968					\$233.02	\$201.88	\$434.90
21585		3/2/2016		Mitch Leizear			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$248.30	\$144.21	\$392.51
		REPLACE TARP MOTOR AND RELAY BLOCK					
Totals For 21585					\$248.30	\$144.21	\$392.51
21495		2/16/2016		FREIGHTLINER OF MARYLAND			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$4,765.31	\$4,765.31
		FOUND THE DPF IS PLUGGED REPLACED ENGINE HARNESS					
Totals For 21495					\$0.00	\$4,765.31	\$4,765.31
21283		1/11/2016		Stanley Gunter			

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211 (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	\$177.25	\$23.81	\$201.06
		REPAIR TAIL LIGHTS					
			Routine Work	040-000-000	\$0.00	\$47.61	\$47.61
		REPLACE BELT AND TENSIONER					
			Routine Work	071-000-000	\$0.00	\$0.00	\$0.00
		CHECK TAILGATE					
Totals For 21283					\$177.25	\$71.42	\$248.67

21219		12/31/2015		Stanley Gunter			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$0.00	\$225.78	\$225.78
		REPAIR BENT TAILGATE					
Totals For 21219					\$0.00	\$225.78	\$225.78

21133		12/10/2015	62,667 Miles	Stanley Gunter			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	001-000-000	\$282.50	\$47.61	\$330.11
		REMOVE A/C COMPRESSOR					
			Routine Work	042-000-000	\$0.00	\$95.22	\$95.22
		REPLACED A/C COMPRESSOR					
			Routine Work	PMS-000-000	\$137.71	\$71.42	\$209.13
		PERFORM B-PM					
Totals For 21133					\$420.21	\$214.25	\$634.46

21070		11/30/2015		Stanley Gunter			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$186.11	\$95.22	\$281.33
		INSTALL TARP ARM AND CROSS SHAFT					
Totals For 21070					\$186.11	\$95.22	\$281.33

21028		11/23/2015		Stanley Gunter			
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211 (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	071-000-000	\$0.00	\$142.83	\$142.83
		REMOVE AND ORDER TARP ARMS					
Totals For 21028					\$0.00	\$142.83	\$142.83

20953		11/10/2015		Stanley Gunter			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$0.00	\$119.03	\$119.03
REPLACED PTO PRESSURE SWITCH							
Totals For 20953					\$0.00	\$119.03	\$119.03

20535		9/1/2015		Mitch Leizear			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$15.95	\$142.83	\$158.78
REPAIR AIR LEAK							
			Routine Work	PMS-000-000	\$147.71	\$95.22	\$242.93
PERFORM B-PM							
Totals For 20535					\$163.66	\$238.05	\$401.71

20484		8/20/2015		T&R Tire			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$327.74	\$0.00	\$327.74
Totals For 20484					\$327.74	\$0.00	\$327.74

20316		7/28/2015		Stanley Gunter			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$8.85	\$71.42	\$80.27
INSTALL MUD FLAP							
Totals For 20316					\$8.85	\$71.42	\$80.27

20199		7/9/2015		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	040-000-000	\$170.13	\$171.06	\$341.19
		DIAGNOSED NO POWER A/C AND OVERHEATING INSTALL BELT AND TENSIONER					
Totals For 20199					\$170.13	\$171.06	\$341.19
20080		6/24/2015		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$322.74	\$114.04	\$436.78
		REPLACED VALVE ON PTO, CHECKED BED OPERATION					
Totals For 20080					\$322.74	\$114.04	\$436.78
20044		6/22/2015		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$16.80	\$114.04	\$130.84
		DIAGNOSE PTO NOT OPERATING					
Totals For 20044					\$16.80	\$114.04	\$130.84
19891		6/3/2015	57,058 Miles	Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			PM Services	PMS-000-000	\$265.67	\$228.08	\$493.75
		Performed pm replaced water pump					
Totals For 19891					\$265.67	\$228.08	\$493.75
19748		5/13/2015		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$0.00	\$114.04	\$114.04
		Replaced hydraulic hose					
Totals For 19748					\$0.00	\$114.04	\$114.04
19202		2/17/2015	54,373 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	\$120.46	\$149.50	\$269.96
PERFORM B-PM. REPLACE SERPENTINE BELT.							
Totals For 19202					\$120.46	\$149.50	\$269.96

19074		1/26/2015		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$1.62	\$65.67	\$67.29
Repair wiring for rear marker lights.							
Totals For 19074					\$1.62	\$65.67	\$67.29

18615		11/6/2014	51,607 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$134.46	\$788.04	\$922.50
Replace front brake chambers Repair air leaks B-maint							
			Routine Work	PMS-000-000	\$0.00	\$197.01	\$197.01
Totals For 18615					\$134.46	\$985.05	\$1,119.51

18347		9/17/2014		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$203.59	\$459.69	\$663.28
Find hitch parts Install hitch and wire brake controler							
Totals For 18347					\$203.59	\$459.69	\$663.28

17989		7/17/2014		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$114.04	\$114.04
performed dot							
Totals For 17989					\$0.00	\$114.04	\$114.04

17786		6/11/2014		Scott Kiser			
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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$65.67	\$65.67
		Repair tail light wiring.					
Totals For 17786					\$0.00	\$65.67	\$65.67

17693		5/30/2014	48,958 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$298.45	\$262.68	\$561.13
		Test tarp motor. Replace motor. B-Maint					
Totals For 17693					\$298.45	\$262.68	\$561.13

17298		3/27/2014		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$25.94	\$131.34	\$157.28
		Make and replace hose at lift cylinder.					
Totals For 17298					\$25.94	\$131.34	\$157.28

16933		1/23/2014	46,111 Miles	Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$43.58	\$57.02	\$100.60
		b-pm					
Totals For 16933					\$43.58	\$57.02	\$100.60

16925		1/17/2014		RESLEY TIRES			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$414.98	\$0.00	\$414.98
Totals For 16925					\$414.98	\$0.00	\$414.98

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
16519		11/4/2013		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$228.11	\$114.04	\$342.15
Installed new pass side mirror.							
Totals For 16519					\$228.11	\$114.04	\$342.15
16300		10/2/2013		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	042-000-000	\$0.00	\$114.04	\$114.04
Checked for cooling leak.							
Totals For 16300					\$0.00	\$114.04	\$114.04
16079		8/26/2013	43,310 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$90.21	\$89.70	\$179.91
PERFORM B-PM.							
Totals For 16079					\$90.21	\$89.70	\$179.91
16010		8/12/2013		RESLEY TIRES			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$787.02	\$0.00	\$787.02
Totals For 16010					\$787.02	\$0.00	\$787.02
15995		8/12/2013		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	\$126.03	\$197.01	\$323.04
DOT Inspection and repairs.							
Totals For 15995					\$126.03	\$197.01	\$323.04
15525		5/23/2013	40,402 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	\$52.53	\$89.70	\$142.23
PERFORM B-PM.							
Totals For 15525					\$52.53	\$89.70	\$142.23

15422		5/7/2013		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$43.33	\$59.80	\$103.13
REPLACE SERPENTINE BELT.							
Totals For 15422					\$43.33	\$59.80	\$103.13

14907		2/12/2013		MARTIN TRUCK			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$152.36	\$152.36
FOUND WATER IN CONNECTOR AT TRANS, CLEAN CONNECTORS INSTALL PLUG IN OPEN HOLE, CLEAR CODES AND ROAD TEST							
Totals For 14907					\$0.00	\$152.36	\$152.36

14920		2/12/2013		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	26H-000-000	\$0.00	\$131.34	\$131.34
Check transmission Take to Martin's Garage. Adjust all brakes.							
Totals For 14920					\$0.00	\$131.34	\$131.34

14833		1/29/2013		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$22.68	\$342.12	\$364.80
Replaced right side taillight. Found wiring problem with taillights and backup alarm. rewired rear lights.							
Totals For 14833					\$22.68	\$342.12	\$364.80

14702		1/9/2013	37,318 Miles	Scott Kiser			
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$44.29	\$131.34	\$175.63
		B-Maint Check light on in dash.					
Totals For 14702					\$44.29	\$131.34	\$175.63
14695			1/8/2013		Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	043-000-000	\$0.00	\$65.67	\$65.67
		Check for exhaust leak. Tighten all clamps.					
Totals For 14695					\$0.00	\$65.67	\$65.67
14574			12/14/2012		Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$1,934.01	\$1,934.01
		Pick up from Freightliner. REPLACED LOW COOLANT SENSOR. RAN NEW WIRING FROM ECM TO LOW COOLANT SENSOR, REPLACED COOLANT RESERVOIR					
Totals For 14574					\$0.00	\$1,934.01	\$1,934.01
14496			11/28/2012		FREIGHTLINER OF MARYLAND		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$3,560.89	\$3,560.89
		MISSING NO POWER, BUCKING WHEN COLD R7R THE TURBO AND ACTUATOR					
Totals For 14496					\$0.00	\$3,560.89	\$3,560.89
14454			11/21/2012		Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$262.68	\$262.68
		Check for missfire, no power, and check engine light.					
Totals For 14454					\$0.00	\$262.68	\$262.68
14173			10/5/2012		Scott Kiser		

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	040-000-000	\$168.12	\$131.34	\$299.46
Install belt. Bring to CMG for water pump.							
Totals For 14173					\$168.12	\$131.34	\$299.46

14185		10/4/2012		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$171.06	\$171.06
Replaced water pump and drive belt.							
Totals For 14185					\$0.00	\$171.06	\$171.06

14079		9/18/2012		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	\$20.67	\$57.02	\$77.69
Performed dot insp							
Totals For 14079					\$20.67	\$57.02	\$77.69

13853		8/15/2012		McCarthy Tires			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$639.88	\$0.00	\$639.88
Totals For 13853					\$639.88	\$0.00	\$639.88

13783		8/8/2012	34,559 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$92.41	\$179.40	\$271.81
PERFORM B-PM. REPLACE DRIVERS SEAT BASE AND SEAT. HAD TO MAKE NEW MOUNTING BRACKET FOR SEAT BACK.							
Totals For 13783					\$92.41	\$179.40	\$271.81

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13478		6/1/2012		FLEETPRIDE			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$299.76	\$0.00	\$299.76
Totals For 13478					\$299.76	\$0.00	\$299.76
13352		5/3/2012	31,500 Miles	Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$83.60	\$57.02	\$140.62
		Performed pm.					
Totals For 13352					\$83.60	\$57.02	\$140.62
13129		4/3/2012		FLEETPRIDE			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$497.38	\$0.00	\$497.38
Totals For 13129					\$497.38	\$0.00	\$497.38
12769		2/2/2012	28,508 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$415.06	\$262.68	\$677.74
		Check engine light came back on. Found EGR valve bad . Found new valve and pulled old one. Go get EGR valve and replace and take old one back for core charge					
Totals For 12769					\$415.06	\$262.68	\$677.74
12652		1/11/2012	28,154 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$135.57	\$164.18	\$299.75
		B- Maintenance 1-12 Install new air filter and check for codes. No codes					
Totals For 12652					\$135.57	\$164.18	\$299.75
12488		12/7/2011		Paul Yeager			

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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$10.99	\$29.90	\$40.89
		REPLACE HEADLAMP AND SOCKET.					
Totals For 12488					\$10.99	\$29.90	\$40.89
12187			10/13/2011	26,591 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 12187					\$0.00	\$131.34	\$131.34
11866			8/23/2011	24,884 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$43.51	\$119.60	\$163.11
		PERFORM B-PM.					
Totals For 11866					\$43.51	\$119.60	\$163.11
11423			6/6/2011	21,569 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$81.71	\$149.50	\$231.21
		PERFORM B-PM.					
Totals For 11423					\$81.71	\$149.50	\$231.21
11255			5/5/2011		Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$65.67	\$65.67
		Repair air leak at drivers seat					
Totals For 11255					\$0.00	\$65.67	\$65.67

City of Hagerstown

Repair Order History

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Eastern Standard Time

211 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
11271		4/28/2011		T&R Tire			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$0.00	\$35.00	\$35.00
		FLAT REPAIR					
Totals For 11271					\$0.00	\$35.00	\$35.00
10768		2/10/2011		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	070-000-000	\$0.00	\$131.34	\$131.34
		Tailgate fell off at route 491 dump site. Bring back to shop straighten tailgate hinge					
Totals For 10768					\$0.00	\$131.34	\$131.34
10535		1/6/2011	18,288 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$90.22	\$149.50	\$239.72
		PERFORM B-PM. REPLACE 2 INOPERATIVE MARKER LIGHTS.					
Totals For 10535					\$90.22	\$149.50	\$239.72
10341		11/30/2010	17,364 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	034-000-000	\$125.50	\$65.67	\$191.17
		Replace main strobe light.					
			Dot inspection	070-000-000	\$0.00	\$65.67	\$65.67
		Weld right rear bed latch.					
			Dot inspection	MSC-000-000	\$0.00	\$131.34	\$131.34
		Dot Inspection					
Totals For 10341					\$125.50	\$262.68	\$388.18

City of Hagerstown

Repair Order History

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211 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
09915		9/20/2010		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$5.42	\$59.80	\$65.22
REPAIR WIRING FOR TARP SWITCH.							
Totals For 09915					\$5.42	\$59.80	\$65.22
09797		8/26/2010		FREIGHTLINER OF MARYLAND			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Warranty	040-000-000	\$0.00	\$0.00	\$0.00
CHECK ENGINE LIGHT ON, CHECK AND ADVISE, REMOVE AND REPLACE TURBO SPEED SENSOR, REPLACED ECM CONTROL							
Totals For 09797					\$0.00	\$0.00	\$0.00
09672		8/13/2010	15,423 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$74.68	\$197.01	\$271.69
Repair broken wirring at rear bed for no tail lights. Replace three strobe light blubs.							
			Routine Work	PMS-000-000	\$40.96	\$131.34	\$172.30
B-Maint							
Totals For 09672					\$115.64	\$328.35	\$443.99
08785		3/5/2010		Hagerstown Ford			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Warranty	79H-000-000	\$0.00	\$0.00	\$0.00
CUST STATES HORN IS INOP DIAGNOSE AND REPLACE CLOCKSPRING							
Totals For 08785					\$0.00	\$0.00	\$0.00

City of Hagerstown

Repair Order History

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211 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
08711		3/3/2010	12,297 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$106.17	\$221.72	\$327.89
PERFORM B-PM. TRY TO FIX SEATBACK, CHECK INOPERATIVE HORN, TRACE WIRING. STILL LOOKING. ORDER NEW AIR FILTER FROM NAPA. WILL BE HERE IN AM. TAKE TO FORD TO HAVE HORN FIXED UNDER WARRANTY.							
Totals For 08711					\$106.17	\$221.72	\$327.89
08458		1/25/2010	11,138 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$24.93	\$24.93
Repair drivers seat							
			Routine Work	034-000-000	\$0.00	\$24.93	\$24.93
Replace strobe light blubs							
			Routine Work	070-000-000	\$0.00	\$49.86	\$49.86
Weld chain hooks on tailgate							
Totals For 08458					\$0.00	\$99.72	\$99.72
08300		12/22/2009	10,356 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	\$90.53	\$90.53
Emissions light came on .Checken owners manual.Drove truck on Interstate , Light went off.							
Totals For 08300					\$0.00	\$90.53	\$90.53
08282		12/10/2009		FREIGHTLINER OF MARYLAND			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Recall	MSC-000-000	\$0.00	\$0.00	\$0.00
REGPROGRAM ROM BOOT							
Totals For 08282					\$0.00	\$0.00	\$0.00
08210		12/7/2009	10,018 Miles	Scott Kiser			

City of Hagerstown

Repair Order History

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211 (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	040-000-000	\$0.00	\$105.29	\$105.29
		Take to Freightliner for check engine light on under warranty.					
			Dot inspection	MSC-000-000	\$0.00	\$99.72	\$99.72
		DOT Inspection.					
Totals For 08210					\$0.00	\$205.01	\$205.01
07811			10/8/2009	8,863 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$87.58	\$138.58	\$226.16
		PERFORM B-PM.					
Totals For 07811					\$87.58	\$138.58	\$226.16
07527			8/20/2009	6,519 Miles	Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$0.00	\$661.04	\$661.04
		Make and replace rear tag bracket. Fabricate rear tail gate shelf and weld and paint.					
Totals For 07527					\$0.00	\$661.04	\$661.04
07406			7/29/2009	5,812 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$35.16	\$110.86	\$146.02
		PERFORM B-PM.					
Totals For 07406					\$35.16	\$110.86	\$146.02
07461			7/27/2009		T&R Tire		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$288.00	\$0.00	\$288.00
Totals For 07461					\$288.00	\$0.00	\$288.00
06859			4/29/2009	3,055 Miles	Paul Yeager		

City of Hagerstown

Repair Order History

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211 (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	\$41.26	\$166.29	\$207.55
		PERFORM B-PM.					
Totals For 06859					\$41.26	\$166.29	\$207.55
06763		4/15/2009		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$24.93	\$24.93
		Replace two rear marker lights.					
Totals For 06763					\$0.00	\$24.93	\$24.93
06223		1/21/2009		AUTO ELECTRIC			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$27.60	\$0.00	\$27.60
Totals For 06223					\$27.60	\$0.00	\$27.60
06128		1/7/2009		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$55.43	\$55.43
		COMISSION NEW UNIT.					
Totals For 06128					\$0.00	\$55.43	\$55.43
06136		1/7/2009		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$55.43	\$55.43
		COMISSION NEW TRUCK					
Totals For 06136					\$0.00	\$55.43	\$55.43
Totals					\$13,651.02	\$26,648.64	\$40,299.66
Grand Totals					\$13,651.02	\$26,648.64	\$40,299.66

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

Topic:

Water: Installation of Fiber Optic Transmission Line - RC Willson WTP - Antietam Cable
Television (Hagerstown, MD) \$ 56,188.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_- Fiber_Optic_Transmission_Line_-
_Signed_Consent_Form.pdf

Antietam_Cable_100121.pdf

City_of_Hagerstown_-
_Water_Dept._1000_Mbps_Metro_E_5yr_Agreement_09-14-
21.pdf

Filled_Antietam_Broadband_Static_IP____Interface_Hand-
Off_Request_Form.pdf

Description

Signed Consent Form

Installation of Fiber Optic
Transmission Line - RC
Willson WTP

Installation of Fiber Optic
Transmission Line - RC
Willson WTP

Installation of Fiber Optic
Transmission Line - RC
Willson WTP

Approval For:	
Consent Agenda:	X
New Business:	

This is a contract between the City of Hagerstown and Antietam Cable Television LLC. Antietam will own, install, and will hereafter maintain, repair, replace and/or service 1000x1000 Mbps circuit. The initial term of this Lease shall be for five (5) years and commence with the activation of the circuit. Upon expiration of the initial term, Lessee may extend the term of this Agreement for (3) successive one (1) year periods on the same terms and conditions as in effect just before the then-current end of the term by providing written notice to Broadband Company no later than 90 days before the then-current end of the term. The initial five (5) years will have no monthly recurring fee.

No Quote

Comments

Department Manager (required on all unbudgeted items):

This is a contract between the City of Hagerstown and Antietam Cable Television LLC. Antietam will own, install, and will hereafter maintain, repair, replace and/or service 1000x1000 Mbps circuit. The initial term of this Lease shall be for five (5) years and commence with the activation of the circuit. Upon expiration of the initial term, Lessee may extend the term of this Agreement for (3) successive one (1) year periods on the same terms and conditions as in effect just before the then-current end of the term by providing written notice to Broadband Company no later than 90 days before the then-current end of the term. The initial five (5) years will have no monthly recurring fee.



Water Operations Manager

10/1/2021

Date

Finance Department:

Recommend approval.



Signature

10/14/2021

Date

Finance Manager:

Recommend approve. There is sufficient funding in the FY22 budget for this needed service.



Signature

10/14/21

Date

City Administrator's Recommendation:

Recommend Approval of the long needed technology at RC Willson



Signature

10/14/21

Date

Approval For:	
Consent Agenda:	X
New Business:	

Quantity	Description	Value
1	Installation of Fiber Optic Transmission Line - RC Willson WTP	\$ 56,188.00
	TOTAL	\$ 56,188.00

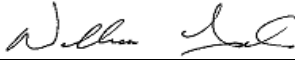
This is a contract between the City of Hagerstown and Antietam Cable Television LLC. Antietam will own, install, and will hereafter maintain, repair, replace and/or service 1000x1000 Mbps circuit. The initial term of this Lease shall be for five (5) years and commence with the activation of the circuit. Upon expiration of the initial term, Lessee may extend the term of this Agreement for (3) successive one (1) year periods on the same terms and conditions as in effect just before the then-current end of the term by providing written notice to Broadband Company no later than 90 days before the then-current end of the term. The initial five (5) years will have no monthly recurring fee.

[illegible]

Comments

Department Manager (required on all unbudgeted items):

This is a contract between the City of Hagerstown and Antietam Cable Television LLC. Antietam will own, install, and will hereafter maintain, repair, replace and/or service 1000x1000 Mbps circuit. The initial term of this Lease shall be for five (5) years and commence with the activation of the circuit. Upon expiration of the initial term, Lessee may extend the term of this Agreement for (3) successive one (1) year periods on the same terms and conditions as in effect just before the then-current end of the term by providing written notice to Broadband Company no later than 90 days before the then-current end of the term. The initial five (5) years will have no monthly recurring fee.



Water Operations Manager

10/1/2021

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

AGREEMENT FOR LEASE OF FIBER OPTIC TRANSMISSION LINE

THIS AGREEMENT made this 14th day of September, 2021 by and between **Antietam Cable Television, LLC**, an Indiana Limited Liability Corporation, with its principal offices and place of business at 1000 Willow Circle, Hagerstown, Maryland 21740 (hereinafter referred to as “Broadband Company”) and City of Hagerstown – Water Department with its principal offices at 51 W. Memorial Boulevard, Hagerstown, Maryland 21740 and place of business at 10802 Waterworks Road, Williamsport, Maryland 21795 (hereinafter referred to as “Lessee”).

WITNESSETH, that for and in consideration of the mutual promises hereinafter set forth, and the rents, terms and conditions hereof, the parties hereto do agree as follows:

1. **Purpose/Description**

Broadband Company, at the request of Lessee herein, will own, install, and will hereafter maintain, repair, replace and/or service 1000x1000 Mbps circuit. This circuit runs to and from the communication switch room of improved premises owned by Lessee and commonly known as the (see identified locations) located at and the communication switch room of Broadband Company located at 1000 Willow Circle, Hagerstown, Maryland with an Internet data rate of up to (see attached services per location).

Broadband Company has, in the exercise of its sole discretion, determined the route, course and location of the Line between the Termination Points, and such existing, route, course and location of the Line is acceptable to Lessee. At each Termination Point, Broadband Company will, with the consent, authorization and approval of Lessee, supply Digital Termination Equipment with 1000BASE-LX SFP LC/SM (example) fiber input/output ports.

2. **Term**

A. **Initial Term**: The initial term of this Lease shall be for five (5) years and commence with the activation of the circuit on ____/____/2021 and conclude on ____/____/2026 (hereinafter the “Initial Term”). Upon expiration of the initial term, except to the extent (if any) otherwise provided in this Agreement, Lessee may extend the term of this Agreement for (3) successive one (1) year periods on the same terms and conditions as in effect just before the then-current end of the term by providing written notice to Broadband Company no later than 90 days before the then-current end of the term. The term of this Agreement will not be extended if, at the then-current expiration of the term, Lessee is in material breach of this Agreement.

B. **Payment of Rent for Entire Term Required**: Lessee may determine to end this Agreement prior to the expiration of the Initial Term with written notice to Broadband Company. However, in the event Lessee shall determine to end this Agreement at any time prior to the expiration of the Initial Term, or at any time before the end of any subsequent Renewal Term, Lessee shall nonetheless be obligated for the full payment of all rent otherwise due hereunder for the applicable balance of such then-current term.

3. **Leasehold Charges**

(i) **Monthly Recurring Charge:** Commencing on ____/____/2021 a monthly charge of \$0.00 plus Static IP charge of \$0.00. All payments are due and payable by Lessee unto Broadband Company on the first day of each and every month.

(ii) **Installation Fee:** One-time charge of \$56,188.00

(iii) **Late Charges:** In the event Lessee fails to pay any installment of Base Monthly Reoccurring Charge (MRC) herein reserved within 15 days from the due date thereof, a late fee in the amount of half percent (10 %) per month shall be added to the Base MRC herein reserved and shall be considered additional charge.

(iv) **Credit to Lessee for Down-Time:** Broadband Company guarantees Up-Time at 99.9% and shall credit Lessee for any period in which a circuit is out of service. Any such interruption in service lasting more than four (4) hours on any single day shall be credited as a complete day's circuit charge for the affected circuit. A complete day's circuit charges for the 1000x1000 Mbps product will be \$0.00. Broadband Company will make every reasonable effort to cause, whenever possible, scheduled down time to occur during off-peak hours and after prior consultation with Lessee.

4. **Grant of Express and Implied Easements**

A. Lessee warrants that it owns or has the right to operate the improved real estate identified herein as 10802 Waterworks Road, Williamsport, Maryland 21795 and/or the power to grant and convey express and implied easements for this property. By its execution hereof, Lessee grants and conveys unto Broadband Company now, and during the Initial Term and/or any renewal term of this Lease, all reasonable and necessary rights of ingress and egress to and from its address identified in Paragraph 1 hereof, supra, and such grant includes, but is not limited to, the right of Broadband Company to enter upon or within, and generally access the exterior walls and roofs thereof, utility rooms, hallway, stairwells, communication switch rooms, and the like, as are from time to time reasonable and necessary for Broadband Company's performance pursuant to terms of this Agreement.

B. Lessee also grants unto Broadband Company such other easements as are reasonably and necessarily implied by the terms and purposes of this Agreement to allow Broadband Company's performance of its duties and obligations hereunder.

5. **NOTICES**

Notice shall be deemed valid if sent, in writing, by first class mail to Antietam Broadband Company to the following individual and address:

Brian A. Lynch, President/ General Manager
Antietam Broadband, Inc.
1000 Willow Circle
Hagerstown, Maryland 21740

Notice shall be deemed valid if sent, in writing, by first class mail to Lessee to the following individual and address:

Nancy Hausrath
City of Hagerstown
425 E. Baltimore Street
Hagerstown, Maryland 21740

6. **MISCELLANEOUS**

A. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any subsequent default of the same or of a different nature.

B. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

C. This Agreement shall be executed in duplicate(s) and an executed duplicated shall have the same force and effect as if it were the original copy.

D. This Agreement shall be irrevocably binding upon the parties, their respective successors and assigns, and the parties and their respective successor and assigns shall execute such other supplemental agreements or other writings as may be necessary or advisable to carry out the full intent and meaning of this Agreement.

E. This Agreement shall be construed and interpreted in accordance with the laws of the State of Maryland.

F. If any of the provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

WITNESS the seals of the parties hereto by the hands of their duly authorized representative as of the date and year first above written.

CITY OF HAGERSTOWN – WATER DEPARTMENT

By: _____

Name: _____

Title: _____

ANTIETAM CABLE TELEVISION, LLC. An Indiana Limited Liability Corporation

By: _____

**Brian A. Lynch,
President/General Manager**

Schedule A

Connection types and locations:

1000x1000 Mbps DIA Fiber Circuit
10802 Waterworks Road, Williamsport, MD 21795

Actual Circuit Activation Dates

IP Address(es): _____

Circuit # _____ Activated _____

Schedule B (Metro E)

Antietam Broadband Service Level Agreement (SLA)

- **Availability:** The Antietam Backbone will be available to the customer free of Network Outages 99.9% of the time.
- **Packet Loss:** The average monthly Packet Loss on the Antietam Backbone will not exceed 0.3%.
- **Latency:** The average monthly Latency on the Antietam Backbone will be 55ms or less
- **Jitter:** The average monthly Jitter on the Antietam Backbone will be 2.5ms or less

1. Application of Antietam Backbone SLA

The Antietam Broadband SLA provides customers with certain rights and remedies regarding the performance of the Antietam Backbone (as defined below).

2. Definitions

For purposes of the Antietam Broadband's SLA, the following terms have the meanings set forth below.

- **"Antietam Backbone"** means Antietam Broadband owned and operated Internet Protocol (IP) routing infrastructure existing solely between the customer demarcation point through Antietam Broadband owned and operated fiber facility to the meet point with Antietam Broadband's IP Transit providers.
- **"Network Outage"** means an instance in which no traffic can pass in or out of the customer demarcation point.
- **"Latency"** means the average time required for round-trip packet transfers on the Antietam Backbone during a calendar month, as measured by Antietam Broadband.

- **“Packet Loss”** means the average percentage of IP packets that are not successfully delivered on the Antietam Backbone during a calendar month, as measured by Antietam Broadband.
- **“Jitter”** means the average variation in delay for packet transfers on the Antietam Backbone during a calendar month, as measured by Antietam Broadband.
- **“Base Fee”** consists solely of the basic monthly fee paid by the Customer for the affected service and excludes all other fees which might be charged, including, by way of example and not limitation, set-up fees, fees for local loop, space rental fees, incremental bandwidth usage, electricity, extra IP addresses or equipment rental fees.

3. Customer Remedies

Upon Customer request, Antietam Broadband will issue a credit to Customer for any network event consisting of Network Outages, Packet Loss greater than 0.3%, Latency greater than 55ms or Jitter greater than 2.5ms that occurs outside 99.9% warranty (that is, in excess of 42 minutes in any given month). The credit amount will equal one day’s worth of the Base Fee paid by Customer. The credit is subject to the following exceptions:

- Circumstances beyond Antietam Broadband’s reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Antietam Broadband Backbone SLAs;
- Scheduled maintenance and emergency maintenance and upgrades performed with advanced notice during a maintenance window acceptable to the Customer.
- DNS issues outside the direct control of Antietam Broadband;
- False SLA breaches reported as a result of outages or errors of any Antietam Broadband measurement system; or Customer’s acts or omissions (or act or omissions of others engaged or authorized by Customer), including without limitation, any negligence, willful misconduct, or use of the Antietam Broadband Backbone or Antietam Broadband services in breach of Antietam Broadband’s Terms and Conditions of Service or Antietam Broadband’s Dedicated Circuit Acceptable Use Policy.



ARIN, the Regional Internet Registry for IP space in our region, experienced depletion of its IPv4 Free Pool on 24 September 2015. Consequently, we need documentation on how you are using any current IP assignments and on how you plan to use the new assignment. Please fill out the information below.

Antietam Broadband High Speed Internet Static IPs

Antietam Cable Internet subscribers can request up to four static IP addresses at the following rates:

- 1st Static IP: \$0.00 per month (Usable by customer and assigned for Antietam Network)
- 2nd Static IP: \$19.95 per month
- 3rd Static IP: \$24.95 per month
- 4th Static IP: \$29.95 per month

COMPANY:

ACCOUNT#:

DATE:

Type of Service: **METRO E** _____ **FLIGHT** _____ **DOCSIS** _____

If Metro E, Type of Interface Hand-off:

Ethernet (Default) _____ **Fiber Optic 850nm** _____ **Fiber Optic 1310 nm** _____

1. How many Static IPs are you requesting?
2. Do you have any Static IPs already assigned to your organization? Yes / No
If Yes:
 How many do you have?
 Are they all in use?
 Who assigned them?
 Ex. Antietam Broadband, ARIB, Another ISP

3. What is the intended use for each Static IP?

4. When will all Static IP(s) be put into service?

Contact Information:

Name:

Title:

Email:

Phone:

Address:

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

Topic:

Wastewater: Truck/Van RCA Camera Unit - Atlantic Machinery (Silver Spring, MD) \$ 425,936.75

Mayor and City Council Action Required:

Discussion:

Purchase of a new camera unit for Collections, Vehicle #518. The existing vehicle that houses the camera unit is 20 years old (2001) and the camera unit is a 2008. We are spending from \$30,000 to \$50,000.00 a year for maintenance and repairs to keep the unit operational. Funding for this vehicle is proposed for ARPA Grant Funding, however, if that is not available then the funds shall be transferred from CIP Account No. 5485001-5881-C0800 to 5485001-5840-C0004.

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Wastewater_-_Camera_Unit.pdf

WW_COLLECTIONS_CAMERA_TRUCK_10132021.pdf

Description

Signed Consent Form

WW Collections Truck 518
Replacement

Approval For:	
Consent Agenda:	X
New Business:	

Quantity	Description	Value
1	Truck/Van RCA 4.0 HD mainline & lateral launcher -21-7525, Vehicle #518	\$425,936.75
	TOTAL :	\$425,936.75

Amount

Comments

Department Manager (required on all unbudgeted items):

Purchase of a new camera unit for Collections, Vehicle #518. The existing vehicle that houses the camera unit is 20 years old (2001) and the camera unit is a 2008. We are spending from \$30 to \$50,000.00 a year for maintenance and repairs to keep the unit operational. Funding for this vehicle is proposed for ARPA Grant Funding, however, if that is not available then the funds shall be transferred from CIP Account No. 5485001-5881-C0800 to 5485001-5840-C0004.

Should ARPA Grant Funds not be available, Wastewater Cash will be used for the additional \$20,217 needed.

Joseph W. Miller

Wastewater Operations Manager

October 26, 2021

Date

Finance Department:

Recommend approval.

Jason T. Miller

Signature

10/14/2021

Date

Finance Manager:

Approve - this is the only camera truck the City has for necessary maintenance. Although funds were not originally included in the FY22 Budget, this should be an eligible item for ARPA reimbursement and if not WWT FY21 surplus will cover any additional amount needed.

Michelle Hagan

Signature

10/14/21

Date

City Administrator's Recommendation:

Recommend Approval

Steve Thaw

Signature

10/14/21

Date

Approval For:	
Consent Agenda:	X
New Business:	

Quantity	Description	Value
1	Truck/Van RCA 4.0 HD mainline & lateral launcher -21-7525, Vehicle #518	\$425,936.75
	TOTAL :	\$425,936.75

Purchase of a new camera unit for Collections, Vehicle #518. The existing vehicle that houses the camera unit is 20 years old (2001) and the camera unit is a 2008. We are spending from \$30 to \$50,000.00 a year for maintenance and repairs to keep the unit operational.

Bid/Proposal/Quote No.: 26000

[illegible]

Comments

Department Manager (required on all unbudgeted items):

Purchase of a new camera unit for Collections, Vehicle #518. The existing vehicle that houses the camera unit is 20 years old (2001) and the camera unit is a 2008. We are spending from \$30 to \$50,000.00 a year for maintenance and repairs to keep the unit operational. Funding for this vehicle is proposed for ARPA Grant Funding, however, if that is not available then the funds shall be transferred from CIP Account No. 5485001-5881-C0800 to 5485001-5840-C0004.

Should ARPA Grant Funds not be available, Wastewater Cash will be used for the additional \$20,217 needed.



Wastewater Operations Manager

October 26, 2021

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

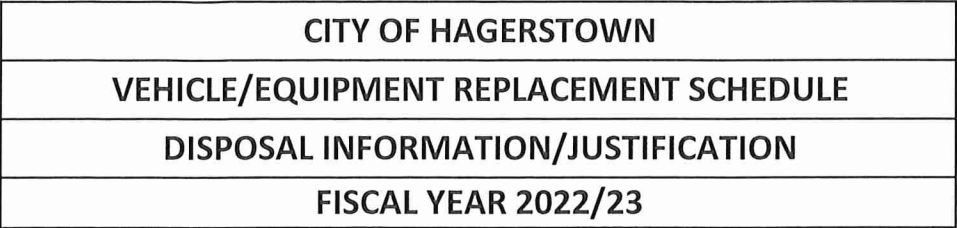
**F. Total Purchase Price (D+E):**

\$ 425,936.75

Attachment A		
Rausch Electronics USA, LLC		
Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous Services		
Contract No. SC01-21A		
H-GAC PRODUCT ITEM BASE OFFERING PRICES		
H-GAC Product Code	Description	Base Offered Price
Rausch Electronics USA		
E. Standard Portable Sewer Inspection Systems		
SC21AE058	MOBILE pro portable inspection system, 6-36" pipe, cable reel with 1000ft main cable, C135 transporter, KS135C pan & tilt camera, PCU, operating station with 2 multi-functional joysticks and 12" monitor; on-screen distance counter, 33KHz or 512Hz sonde. Optional: Laptop with inspection software; Mobile Pro Cube with Trailer.	\$86,100
SC21AE058A	MOBILE pro portable inspection system, 4"-20" pipe, cable reel with 1000ft main cable, C100 transporter, KS60DB pan & tilt camera, PCU, operating station with 2 multi-functional joysticks and 12" monitor; on-screen distance counter. Optional: Laptop with inspection software; Mobile Pro Cube with Trailer.	\$68,200
SC21AE059	MC15 Push System, 1.2"-5", 18mm camera, 100ft cable, 5.6" monitor with remote control, on screen distance counter.	\$7,300
SC21AE060	MC30Push System, 2"-8"pipe, 29mm self leveling camera, 100ft cable, 512 Hz sonde, 5.6" monitor with remote control, on screen distance counter. Optional: Keyboard	\$10,100
SC21AE061	MC50 Push System, 3"-16", 55mm self leveling camera, 200ft push cable standard, 512Hz sonde, 8.4" sunlight readable monitor, on screen distance counter, brush- and roller skids. Optional: Keyboard; 300ft push cable	\$11,500
SC21AE061A	MC80 Push System, 4"-16", 55mm self leveling camera, 400ft push cable standard, 512Hz sonde, 8.4" sunlight readable monitor, on screen distance counter, brush- and roller skids. Optional: Keyboard.	\$13,600
SC21AE062	MC30 Duo Push System, 0.6"-8", Dual Reel System, Outer reel 29mm self-leveling camera, 100ft cable, 512Hz sonde. Inner reel 13mm color camera, 50ft flexible cable, 512Hz sonde. Optional: Keyboard; 130ft push cable	\$13,400
SC21AE063	MC50 Duo Push System, 2"-16", Dual Reel System, Outer reel 55mm self leveling camera, 200ft cable standard, 512Hz sonde. Inner reel 29mm self leveling camera, 65ft cable, 512Hz sonde, brush- and roller skids. Optional: Keyboard; Wifi Upgrade	\$17,000
SC21AE064	MC360 Pan & Tilt Push System, 3"-16", electronic zoom, infinite rotation, auto focus, 200ft cable, 8.4" sunlight readable monitor and keyboard, 2 skids. 512Hz or 33KHz sonde included. Battery lasts for 4 hour operation, 90psi pressure tight. Video, picture and audio recording on SD card. Optional: 300ft cable	\$22,100

SC21AE064A	MC360 Compact Pan & Tilt Push System, 3"-16", electronic zoom, infinite rotation, auto focus, 100ft cable, 5.6" sunlight readable monitor, Wifi, 2 skids. Battery lasts for 4 hour operation, 90psi pressure tight. Video, picture and audio recording on SD card.	\$20,000
G. Sewer Inspection Vans		
SC21AG028	RT-BT - Ford or Chevy Gasoline High-Cube Box Van, E450, with 14 to 16ft box, barn or roll-up rear door, no side door (Note- not valid in Texas)	\$47,200
SC21AG029	RT-T - Carmate Trailer, dual torsion axles, electric brakes, 6'X12' (Note- not valid in Texas)	\$7,800
SC21AG030	RT-VAN - Diesel 3500 Mercedes Sprinter, WB 170" (Note-not valid in Texas)	\$56,215
SC21AG031	Trailer mainline installation, 6"-24" pipe, 7Kw gasoline generator tongue-mounted, KS135 mainline camera, EcoStar PCU, color monitor, data display system, PC and reporting software, Quadro300 cable reel assembly with 1000' cable; L135 steerable transporter with electric lift, rearview camera and inclination; maintenance & tool kit.	\$159,000
SC21AG032	Truck/Van mainline installation, 6"-24" pipe, generator/inverter, KS135 mainline camera, EcoStar PCU, color monitor, data display system, PC and reporting software, Quadro300 cable reel assembly with 1000' cable; L135 steerable transporter with electric lift, rearview camera and inclination; maintenance & tool kit.	\$173,795
SC21AG033	Truck/Van mainline installation, 6"-24" pipe, generator/inverter, KS135 mainline camera, EcoStar PCU, color monitor, data display system, PC and reporting software, ELKA600 cable reel assembly with 1300' cable; L135 steerable transporter with electric lift, rearview camera and inclination, maintenance & tool kits.	\$185,390.00
SC21AG034	Truck/Van mainline installation, 6"-72" pipe, generator/inverter, KS135 mainline camera, Eco Star control unit, color monitor, data display system, PC and reporting software, ELKA600 cable reel assembly with 1300' cable; L135 transporter with electric lift, rearview camera and inclination; complete maintenance, tool, troubleshoot, and accessory kits, Lafette-tractor.	\$203,380.00
SC21AG035	Truck/Van mainline & lateral launcher installation, 6"-60" mainline pipe diameter, 3"-8" lateral pipe diameter, generator/inverter, EcoStar PCU, KS135 mainline camera, KS60 lateral launch camera and lateral modules, data display system, reporting software, ELKA600 main cable reel assembly with 1000' cable, lateral cable reel with a total of 550' cable length, up to 150' launch cable; L135 steerable transporter with electric lift, rearview camera and inclination; maintenance, tool, troubleshoot, and accessory kits.	\$259,315
SC21AG035A	Truck/Van RCA 4.0 HD mainline & lateral launcher installation, 6"-60" mainline pipe diameter, 3"-8" lateral pipe diameter, generator, RCA 4.0 HD, KS135HD mainline camera, KS60HD lateral launch camera and lateral modules, data display system, reporting software, ELKA600 main cable reel assembly with 1968' cable, lateral cable reel with a total of 500' cable length, up to 130' launch cable; L135 steerable transporter with electric lift, rearview camera and inclination; maintenance, tool, troubleshoot, and accessory kits. Includes 2 days of training.	\$315,815

SC21AG035B	Truck/Van mainline installation, 6"-24" pipe, generator/inverter, KS135 mainline camera, EcoStar PCU, color monitor, data display system, PC and reporting software, ELKA600 cable reel assembly with 1300' cable; L135 steerable transporter with electric lift, rearview camera and inclination, maintenance & tool kits. Include 2 days of training.	\$211,390
SC21AG036	Truck/Van "Pure View" installation for 8"-24" pipe diameter; 3-D mainline inspection system; Eco Star control unit; L135 steerable transporter with electric lift, rearview camera and inclination; Pure View camera; ELKA600 with 1,000ft cable; computer with software; generator/inverter; control station; full package installation.	\$243,519
H. Miscellaneous Sewer Equipment		
SC21AH084	MOD-OP1 - Module "KAMPAC"; Pressure Testing system for Joints, 8"-12" pipe diameter, consisting of 500ft cable reel with integrated air hose, system control unit, individual packer assemblies for 8, 10 and 12 inch pipe diameter, software package, factory system integration, spare parts kit, 2 days customer training.	\$66,100.00
SC21AH085	MOD-OP2 - Module "LL150"; Lateral Launch System, 3 to 10 inch lateral pipe diameter, consisting of QuadroSAT cable reel with 450ft camera cable connected to 100ft lateral launch cable, modules SKM, PM, ZKM and KS60 pan & tilt lateral camera, MC SAT40 lateral camera with upright picture, software package, factory system integration, spare parts kit, 2 days customer training.	\$74,980.00
SC21AH086	MOD-OP3 - Module "L100cross/KS60"; Mini Camera/Tractor Mainline System, 4 to 12 inch pipe diameter, consisting of steerable L100cross transporter with manual height adjustment, KS60 pan & tilt camera, tire sets, spare parts kit, transportation/shipping case.	\$34,110.00
SC21AH087	MOD-OP4 - Module "QuickLock"; mainline point repair system for 8 to 12 inch pipe diameter, consisting of 8-12 inch installation packer, adapter to Rausch L135 transporter, QuickLock accessory package, 300ft manual air hose reel with pressure regulator and valve, 5 complete sleeves for 12 inch diameter, 2 days customer training.	\$14,811.00
SC21AH088	MOD-OP5 - Module "Pure View"; 3-D mainline inspection system for 8"-24" inch pipe diameter, consisting of Pure View camera, software package, 2 days customer training.	\$72,365.00
SC21AH089	UPG-OP1 - Upgrade from Quadro300 cable reel with 1,000ft cable to ELKA600 cable reel with 1,300ft cable; includes factory installation, rack-mount with slide and drawer.	\$20,180.00
SC21AH090	UPG-OP2 - Upgrade from EcoStar control unit to Proline; includes factory installation.	\$21,345.00
SC21AH091	UPG-OP3 - Upgrade/conversion of mainline camera KS135 to KS135Scan mainline, laser profiling and crack measurement system; includes factory hardware changes, software package, 2 day training.	\$19,100.00



of Service Orders: Condition: Poor

Prepared By: Joseph Moss Date: 10/5/2021

City of Hagerstown
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\$10,053.01

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518 (Van) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
30670		7/22/2021	83,315 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$12.34	\$39.46	\$51.80
PERFORM B-PM.							
Totals For 30670					\$12.34	\$39.46	\$51.80

29788		9/18/2020	80,465 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$12.34	\$38.81	\$51.15
PERFORM B-PM.							
Totals For 29788					\$12.34	\$38.81	\$51.15

29678		8/21/2020		Michael Cline			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$13.66	\$34.66	\$48.32
D.O.T. INSPECTION							
Totals For 29678					\$13.66	\$34.66	\$48.32

28718		12/19/2019	77,542 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$23.99	\$77.62	\$101.61
PERFORM B-PM. TAKE TO RICE TIRE FOR TIRES.							
Totals For 28718					\$23.99	\$77.62	\$101.61

27578		4/12/2019	74,713 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$12.34	\$38.43	\$50.77
PERFORM B-PM.							
Totals For 27578					\$12.34	\$38.43	\$50.77

26892		11/28/2018		Daniel Craigie			
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City of Hagerstown
Repair Order History

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518 (Van) 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	031-000-000	\$232.91	\$112.38	\$345.29
		ROAD CALL REPLACED BATTERY AND ALTERNATOR					
Totals For 26892					\$232.91	\$112.38	\$345.29

26365			8/24/2018		71,712 Miles		Michael Cline	
Vendor (Invoice)		Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
				Routine Work	PMS-000-000	\$21.10	\$72.14	\$93.24
		PERFORM B-PM						
Totals For 26365						\$21.10	\$72.14	\$93.24

25493			3/9/2018		RICE TIRES		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$164.33	\$0.00	\$164.33
Totals For 25493					\$164.33	\$0.00	\$164.33

25475			3/9/2018		Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$68.97	\$261.12	\$330.09
		DOT INSPECTION REPLACED REAR TIRE REPLACED FRONT AND REAR BRAKES					
Totals For 25475					\$68.97	\$261.12	\$330.09

25365			2/16/2018	68,195 Miles	Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$12.34	\$65.28	\$77.62
		PERFORM B-PM					
Totals For 25365					\$12.34	\$65.28	\$77.62

24614		9/5/2017		Daniel Craigie		
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518 (Van) 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	\$326.40	\$326.40
		REPLACED ENGINE COILS AND [LUGS FIXED WIRING					
Totals For 24614					\$0.00	\$326.40	\$326.40

24577			9/1/2017		Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$347.01	\$130.56	\$477.57
		REPLACED FUEL FITLERS CHARGED A/C					
Totals For 24577					\$347.01	\$130.56	\$477.57

24170		6/20/2017	64,296 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$13.12	\$68.61	\$81.73
		PERFORM B-PM.					
Totals For 24170					\$13.12	\$68.61	\$81.73

24053			5/25/2017		McCarthy Tires		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$305.12	\$0.00	\$305.12
Totals For 24053					\$305.12	\$0.00	\$305.12

23873		4/24/2017			Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$130.56	\$130.56
		DOT INSPECTION					
Totals For 23873					\$0.00	\$130.56	\$130.56

22877		10/31/2016	61,416 Miles	Paul Yeager		
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518 (Van) 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	\$21.64	\$69.29	\$90.93
		PERFORM B-PM.					
Totals For 22877					\$21.64	\$69.29	\$90.93

22038		5/23/2016	60,002 Miles	Stanley Gunter			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$4.37	\$100.94	\$105.31
		DOT INSPECTION					
Totals For 22038					\$4.37	\$100.94	\$105.31

21958		5/11/2016		Stanley Gunter			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$0.00	\$25.24	\$25.24
		PATCH LRI FLAT TIRE					
Totals For 21958					\$0.00	\$25.24	\$25.24

21295		1/11/2016		RESLEY TIRES			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$127.83	\$0.00	\$127.83
Totals For 21295					\$127.83	\$0.00	\$127.83

21256		1/6/2016	58,356 Miles	Mitch Leizear			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$26.58	\$47.61	\$74.19
		PERFORM B-PM					
Totals For 21256					\$26.58	\$47.61	\$74.19

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518 (Van) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
20837		10/21/2015		Mitch Leizear			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	044-000-000	\$153.46	\$95.22	\$248.68
INSTALLED NEW FUEL PUMP AND SENDING UNIT							
Totals For 20837					\$153.46	\$95.22	\$248.68

20574		9/8/2015		Mitch Leizear			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	044-000-000	\$167.46	\$380.89	\$548.35
WORKED ON GERNERATOR RETURN LINE HELPED MODIFY SENDING UNIT							
Totals For 20574					\$167.46	\$380.89	\$548.35

20083		6/24/2015		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
DOT INSPECTION							
Totals For 20083					\$0.00	\$57.02	\$57.02

19012		1/13/2015		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$21.54	\$131.34	\$152.88
REPLACED RIGHT FRONT BRAKE HOSES							
Totals For 19012					\$21.54	\$131.34	\$152.88

18933		1/6/2015	55,390 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$301.60	\$0.00	\$301.60
			Routine Work	PMS-000-000	\$21.64	\$59.80	\$81.44
PERFORM B-PM.							
Totals For 18933					\$323.24	\$59.80	\$383.04

17735		6/4/2014		Scott Kiser			
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518 (Van) 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	MSC-000-000	\$13.66	\$131.34	\$145.00
Dot Inspection.							
Totals For 17735					\$13.66	\$131.34	\$145.00

17284		3/26/2014	52,500 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$21.64	\$59.80	\$81.44
PERFORM B-PM.							
Totals For 17284					\$21.64	\$59.80	\$81.44

15856		7/17/2013	50,747 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 15856					\$0.00	\$131.34	\$131.34

15214		4/5/2013	50,639 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$21.31	\$59.80	\$81.11
PERFORM B-PM.							
Totals For 15214					\$21.31	\$59.80	\$81.11

14603		12/12/2012		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$161.16	\$285.10	\$446.26
Replaced multifunction switch and flasher relay.							
Totals For 14603					\$161.16	\$285.10	\$446.26

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518 (Van) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
13740		8/3/2012	49,431 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	\$13.66	\$131.34	\$145.00
DOT Inspection.							
Totals For 13740					\$13.66	\$131.34	\$145.00

13221		4/27/2012		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$81.28	\$29.90	\$111.18
REPLACE BAD BATTERY.							
Totals For 13221					\$81.28	\$29.90	\$111.18

13164		4/16/2012		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$20.47	\$59.80	\$80.27
PERFORM B-PM.							
Totals For 13164					\$20.47	\$59.80	\$80.27

12043		9/22/2011	48,192 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 12043					\$0.00	\$131.34	\$131.34

11831		8/16/2011	47,793 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$0.00	\$131.34	\$131.34
Aux. gen. runs then shuts off sometimes. Pull gen. tray out and check fuel pump and fuel lines. Found fuel line pinched along frame.Run new fuel line from tank to generator and secure to frame and run gen.							
Totals For 11831					\$0.00	\$131.34	\$131.34

11707		7/28/2011		Daniel Craigie			
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518 (Van) 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	001-000-000	\$5.82	\$114.04	\$119.86
check ac system for leaks. Charged system.							
Totals For 11707					\$5.82	\$114.04	\$119.86

11209		4/29/2011	46,859 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$104.31	\$89.70	\$194.01
PERFORM B-PM. REPLACE BAD BATTERY.							
			Routine Work	PMS-000-000	\$0.00	\$0.00	\$0.00
Totals For 11209					\$104.31	\$89.70	\$194.01

10811		2/18/2011		Fisher Auto Parts			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$20.64	\$0.00	\$20.64
Totals For 10811					\$20.64	\$0.00	\$20.64

10143		10/27/2010		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	\$248.01	\$710.66	\$958.67
Replaced upper and lower ball joints, tie rod ends and rear brake pads. Replaced both strobe lights on top of box. Replaced wiper blades. Took to get aligned. HSA: ALIGNMENT							
Totals For 10143					\$248.01	\$710.66	\$958.67

09932		9/21/2010		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$14.27	\$29.90	\$44.17
LOCATE AND REPLACE GAS CAP.							
Totals For 09932					\$14.27	\$29.90	\$44.17

08924		4/9/2010	45,247 Miles	Paul Yeager			
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City of Hagerstown
Repair Order History

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518 (Van) 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	\$282.62	\$179.40	\$462.02
PERFORM B-PM. REPLACE REAR BRAKE PADS, AND SWAP FRONT TIRES TO REAR AND REPLACE 2 FOR FRONT.							
Totals For 08924					\$282.62	\$179.40	\$462.02

08053			11/13/2009	44,352 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 08053					\$0.00	\$99.72	\$99.72

06697			4/7/2009	42,650 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$255.30	\$138.58	\$393.88
PERFORM B-PM. REPLACE FRONT BRAKE PADS.							
Totals For 06697					\$255.30	\$138.58	\$393.88

06542			3/11/2009	42,190 Miles	Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$102.54	\$49.86	\$152.40
Test charging system install battery.							
Totals For 06542					\$102.54	\$49.86	\$152.40

05984			12/10/2008	40,935 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 05984					\$0.00	\$99.72	\$99.72

City of Hagerstown
Repair Order History

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518 (Van) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
05037		7/18/2008	39,711 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$14.17	\$55.43	\$69.60
PERFORM B-PM.							
Totals For 05037					\$14.17	\$55.43	\$69.60

03889		2/8/2008		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$114.58	\$114.58
REPLACE FUEL PUMP FOR GENERATOR. UNIT STILL WON'T STAY RUNNING. STARTS AND SHUTS OFF. FUEL PUMP LOOSES CURRENT. CALL DAVE FOR BOOK, COULDN'T FIND. SAID TO CLOSE UP AND THEY WOULD COME GET TRUCK.							
Totals For 03889					\$0.00	\$114.58	\$114.58

03866		2/6/2008		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$158.74	\$68.75	\$227.49
CHECK GENERATOR FOR NOT RUNNING. FUEL PUMP BAD. CALL AND ORDER ONE.							
Totals For 03866					\$158.74	\$68.75	\$227.49

03758		1/18/2008	36,322 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$14.44	\$114.58	\$129.02
PERFORM B-PM AND D.O.T. INSPECTION. FIX LIGHTS ON TOP REAR OF BOX							
Totals For 03758					\$14.44	\$114.58	\$129.02

02877		9/20/2007	34,184 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$268.12	\$60.36	\$328.48
Go to S+S to bring truck back to shop. Checked battery for starting problem, battery is bad. Replaced battery.							
Totals For 02877					\$268.12	\$60.36	\$328.48

02715		8/22/2007					
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City of Hagerstown
Repair Order History

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518 (Van) 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	LIC-000-000	\$145.60	\$0.00	\$145.60
Totals For 02715					\$145.60	\$0.00	\$145.60

02618		8/20/2007		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$291.31	\$137.49	\$428.80
PERFORM B-PM. SERVICE TRANS. TAKE TO S&S FOR TIRES AND THEN TO ALIGNMENT SHOP.							
Totals For 02618					\$291.31	\$137.49	\$428.80

SYS01775		4/4/2007	29,946 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. BRAKES OK.							
Totals For SYS01775					\$0.00	\$23.43	\$23.43

SYS01412		2/14/2007	28,684 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$27.94	\$27.94
Replace left rear light assembly and repair wiring.							
			Routine Work	MSC-000-000	\$0.00	\$27.94	\$27.94
D.O.T. Inspection							
Totals For SYS01412					\$0.00	\$55.88	\$55.88

SYS00051		5/24/2006	26,870 Miles				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$0.00	\$21.54	\$21.54
PERFORM B-PM, CHECK BRAKES-OK.							
Totals For SYS00051					\$0.00	\$21.54	\$21.54

SYS00053		5/24/2006	26,870 Miles				
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City of Hagerstown
Repair Order History

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518 (Van) 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	\$0.00	\$14.36	\$14.36

Totals For SYS00053 \$0.00 \$14.36 \$14.36

SYS00003		3/8/2005	15,139 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	016-000-000	\$15.79	\$0.00	\$15.79
The truck was brought in due to an intermittent noise in the brakes. Allen wasn't able to duplicate. He did find the driver's side stabilizer arm's rubber bushing worn out and replaced it. He is pulling the wheels to check the brakes.							

Totals For SYS00003 \$15.79 \$0.00 \$15.79

Totals \$4,360.55 \$5,692.46 \$10,053.01

Grand Totals \$4,360.55 \$5,692.46 \$10,053.01

Atlantic Machinery
Vendor 5956
Total Expenditures by Wastewater Division

Clerk	Document	Invoice	Inv Date	PO	Amount
dworthington	369864	92266	12/11/2019	20200506	8,527.75
dworthington	373871	92618	01/28/2020	20200675	2,516.00
dworthington	382392	93252	04/17/2020	20200987	5,331.00
kmoreno	399294	95235A	02/24/2021	20210451	2,302.00
kmoreno	405519	96523	05/19/2021		641.76
kmoreno	405740	96568	05/24/2021		<u>683.36</u>
					20,001.87
kmoreno	N/A	N/A	9/30/2021	Req 526	31,466.00
					51,467.87

RAUSCH Vendor 208671
Total Expenditures by Wastewater Division

Clerk	Document	Invoice	Inv Date	PO	Amount
dworthington	399	08-237	10/16/2008		45,059.00
dworthington	1229	08-264	10/23/2008		369.00
dworthington	1227	08-263	10/23/2008		166.00
dworthington	2799	08-291	11/26/2008		940.00
dbarton	3444	08-301	12/23/2008		696.00
dworthington	4728	09-06	01/13/2009		105.00
dworthington	7453	09-18	02/27/2009		454.00
dworthington	9018	09-40	03/17/2009		370.00
dworthington	9021	09-39	03/17/2009		584.00
dworthington	8187	09-43	03/19/2009		2,374.00
dworthington	9264	09-53	03/31/2009		537.00
dworthington	22291	09-77	05/21/2009		370.00
dworthington	17447	09-130	07/31/2009		1,511.00
dworthington	17445	09-127	07/31/2009		330.00
dworthington	18463	09-154	08/18/2009		1,015.00
dworthington	18465	09-153	08/18/2009		1,000.00
dworthington	19148	09-179	09/09/2009		1,020.00
dworthington	21046	09-209	10/12/2009		1,456.00
dworthington	21680	09-224	10/23/2009		549.00
dworthington	21679	09-223	10/23/2009		377.00
dworthington	21678	09-222	10/23/2009		924.00
dworthington	21932	09-232	10/30/2009		192.00
dworthington	28643	10-61	03/24/2010		343.00
dworthington	28646	10-63	03/29/2010		411.00
dworthington	28645	10-62	03/29/2010		920.50
dworthington	28647	10-76	04/01/2010		528.00
dworthington	28648	10-75	04/01/2010		822.00
dworthington	38257	10-203	08/10/2010		1,371.50
dworthington	47517	10-369	12/31/2010		4,801.00
dworthington	47520	11-015	01/21/2011		210.00
dworthington	47524	11-055 CF	02/07/2011		-1,688.00
dworthington	47956	11-056	02/08/2011		2,092.50
dworthington	63116	11-327	07/21/2011		1,297.00
dworthington	63119	11-340	07/22/2011		161.00
dworthington	63118	11-339	07/22/2011		1,181.00
dworthington	63117	11-338	07/22/2011		583.00
dworthington	68844	11-376	07/31/2011		1,723.00
dworthington	80073	11-464	08/31/2011		1,855.00
dworthington	90960	11-715	11/23/2011		411.00
dworthington	99666	12-141	02/17/2012	20120558	1,611.50
dworthington	147546	12-809	09/13/2012	20130260	1,374.00
dworthington	154414	12-899	10/12/2012	20130369	1,223.00
dworthington	160690	12-1067	12/18/2012	20130540	1,291.00
dworthington	160587	12-1088	12/31/2012		161.00
dworthington	160586	12-1087	12/31/2012		423.00
bstatton	174266	13-531	06/12/2013	20131056	4,137.00

RAUSCH Vendor 208671

Total Expenditures by Wastewater Division

dworthington	171019	13-530	06/12/2013		371.00
dworthington	179742	13-894	09/20/2013	20130850	75,596.00
dworthington	196833	14-330	03/31/2014		150.00
dworthington	197180	14-371	04/16/2014		308.00
dworthington	197181	14-400	04/17/2014		625.49
bstatton	209569	14-706	06/17/2014	20141051	9,000.00
dworthington	212793	14-1106	08/26/2014		105.00
dworthington	213022	14-1105	08/26/2014		105.00
dworthington	213021	14-1104	08/26/2014		105.00
dworthington	226898	15-218	02/24/2015		342.00
dworthington	228208	15-315	03/12/2015	20150805	2,020.00
dworthington	228207	15-314	03/12/2015	20150805	359.00
dworthington	228205	15-311	03/12/2015	20150805	1,958.00
dworthington	228527	15-391	03/26/2015		171.00
dworthington	238435	15-572	05/08/2015		549.37
dworthington	244206	15-959	07/21/2015		477.00
dworthington	249930	15-1398	10/06/2015		34.00
dworthington	254819	15-1624	11/16/2015		626.00
dworthington	261034	16-132	01/30/2016		695.50
dworthington	266410	16-363	03/16/2016		390.00
dworthington	266409	16-362	03/16/2016		450.00
dworthington	266411	16-361	03/16/2016		475.00
dworthington	269030	16-516	04/14/2016	20160955	1,413.00
dworthington	268741	16-569	04/20/2016		618.00
dworthington	273686	INV 16-81	06/07/2016		620.00
dworthington	273684	INV 16-8C	06/07/2016		450.00
dworthington	273857	16-811	06/07/2016	20161156	1,003.00
dworthington	273683	16-808	06/07/2016		112.00
dworthington	277119	16-1133	08/09/2016		900.00
dworthington	287160	16-1604	10/31/2016		299.50
dworthington	287218	16-1370	11/01/2016	20170267	18,596.00
dworthington	287475	16-1702	11/22/2016		900.00
dworthington	287474	16-1711	11/23/2016		350.00
dworthington	293817	17294	02/28/2017	20170560	9,370.80
bstatton	305491	17821	06/15/2017	20171085	2,115.00
dworthington	305990	171040	08/03/2017	20180110	2,693.50
dworthington	323504	180355	03/07/2018		1,125.00
dworthington	323505	180367	03/08/2018		171.00
dworthington	325053	180566	04/13/2018		110.00
dworthington	328333	180719	05/11/2018	20181006	2,224.00
dworthington	332802	181166	07/19/2018	20190059	1,489.00
dworthington	336820	181450	08/30/2018	20190192	1,638.00
dworthington	339336	181820	10/26/2018	20190450	2,780.00
dworthington	348968	190468	03/11/2019		450.00
dworthington	350891	190611	03/29/2019	20190907	<u>2,213.00</u>

234,194.16

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

Topic:

Approval of an Ordinance: Amending the City Code, Chapter 140, Land Management Code (LMC) – Small-Scale Breweries, Wineries, and Distilleries

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Approve_Ordinance_Packet.pdf

Description

Approve Ordinance Packet

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: **October 26, 2021**

TOPIC: **Approval of Ordinance: Land Management Code Amendments
for Small-Scale Breweries, Distilleries, and Wineries**

Charter Amendment

Code Amendment

Ordinance

 X

Resolution

Other

MOTION: I hereby move that the Mayor and City Council approve an ordinance to amend Chapter 140, Land Management Code, of the City Code. These amendments modify the definition of Small-Scale Breweries, Distilleries, and Wineries and increase the square footage permitted by Special Exception in specific zoning districts. The complete details are outlined in the attached ordinance.

DATE OF INTRODUCTION: 9/28/21

DATE OF PASSAGE: 10/26/21

EFFECTIVE DATE: 11/26/21

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO AMEND THE CODE
OF THE CITY OF HAGERSTOWN TO REVISE CHAPTER 140, *LAND
MANAGEMENT CODE***

RECITALS

WHEREAS, by virtue of State Law and the City Charter, the City of Hagerstown regulates land use within the City; and

WHEREAS, the Mayor and Council have a responsibility to promote public health, safety and general welfare of the citizens of Hagerstown; and

WHEREAS, the Mayor and Council have a responsibility to implement the policies of the Comprehensive Plan and provide a system of land use and development regulations that provides for harmonious use and development of land; and

WHEREAS, the Planning Commission has recommended amendments to the *Land Management Code* to provide more flexibility for small-scale breweries, distilleries, and wineries while providing opportunity for neighbor input for larger facilities; and

WHEREAS, the Mayor and Council find it in the best interests of the citizens to move forward with the following amendment ahead of action on the Planning Commission's forwarded package of proposed amendments and to revise Chapter 140 as hereafter described;

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

1. The foregoing recitals be and are incorporated herein as if restated verbatim.
2. The Code of the City of Hagerstown is hereby amended to revise Chapter 140, *Land Management Code*, as follows:
 - Modify the definition of Small-Scale Breweries, Wineries, and Distilleries to 25,000 square feet;
 - Remove the prohibition on outdoor speaker systems for Small-Scale Breweries, Wineries, and Distilleries; and
 - Amend the Chart of Permitted and Special Exception Uses in Section Z of Article 4, Zoning Ordinance, to permit Small-Scale Breweries, Wineries, and Distilleries up to 25,000 square feet by Special Exception in CC-MU and C zoning districts and in CG,

POM, IR, and IG zoning districts in industrial buildings built before October 1, 1956.

Please see attached exhibits.

3. This amendment to the Code of the City of Hagerstown shall become effective immediately upon the effective date of this Enacting Ordinance.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

Emily Keller, Mayor

DATE OF INTRODUCTION: 9/28/21
DATE OF PASSAGE: 10/26/21
EFFECTIVE DATE: 11/26/21

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2021-02	Is this a new issue or one previously discussed?	Previous
Version: 2	Is this new text proposed since last discussion in need of initial review?	
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	
Summary: Minor changes to provisions for small scale breweries, distilleries and wineries.		
Justification: Economic development and tourism. Update our zoning ordinance to be competitive with surrounding jurisdictions which have fostered clusters of such uses in their urban areas. Expand maximum floor area.		

Article 3: Definitions

SMALL SCALE BREWERY, DISTILLERY, WINERY - an establishment 25,000_sq.ft. or less in building area whose purpose is the production, storage, distillation, manufacturing, processing, distribution and wholesale and retail sale of beer, liquor, wine, mead, and/or cider made from produce grown or produced off-site and for tours, tastings, on-premise consumption of the products, and sales for carry-out. The use may include transient food trucks to support the tasting room activity. Such establishments shall be in compliance with any and all local and state liquor laws and licensing requirements and health department regulations, and shall possess any and all license which may be required by Washington County, the City of Hagerstown, and/or the State of Maryland. (*Zoning*)

Article 4: Zoning

Section Z: Chart of Permitted and Special Exception Uses

STAFF NOTE: See next page for use chart revisions.

Use	N-MU	CC-MU	CL	CG	CR	POM	INST	I-MU	IR	IG	C	LC	PUD-V	PUD-R
Small Scale Brewery, Distillery, Winery; 15,000 gross square feet or less in building area, with or without outdoor tables.		P									P			
Small Scale Brewery, Distillery, Winery; 25,000 gross square feet or less in building area, with or without outdoor tables.		SE									SE			
Small Scale Brewery, Distillery, Winery; 25,000 gross square feet or less in building area, in industrial buildings built before October 1, 1956, with or without outdoor tables.				SE		SE			SE	SE				

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

Topic:

Approval of an Ordinance: Authorizing the Purchase of Property Located at 32 N. Potomac Street, Hagerstown, Maryland

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move to approve an ordinance authorizing the purchase of property located at 32 N. Potomac Street, Hagerstown, MD. The acquisition of the property is consistent with the Mayor and City Council's goals for long-term investments to benefit the citizens of Hagerstown. The purchase price of \$825,000 is expected to be funded by the City's American Rescue Plan Act (ARPA) Funding.

Action Dates:

DATE OF INTRODUCTION: 10/19/2021

DATE OF PASSAGE: 10/26/2021

EFFECTIVE DATE: 11/26/2021

ATTACHMENTS:

File Name

102621_Approval_Ordinance_32_N._Potomac.pdf

Description

Approval of an Ordinance:
Acquisition 32 N Potomac
St

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: October 26, 2021

TOPIC: **Approval of an Ordinance: Authorizing the Purchase of Property
Located at 32 N. Potomac Street, Hagerstown, Maryland**

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

MOTION: I hereby move to approve an ordinance authorizing the purchase of property located at 32 N. Potomac Street, Hagerstown, MD. The acquisition of the property is consistent with the Mayor and City Council's goals for long-term investments to benefit the citizens of Hagerstown. The purchase price of \$825,000 is expected to be funded by the City's American Rescue Plan Act (ARPA) Funding.

DATE OF INTRODUCTION:	10/19/2021
DATE OF PASSAGE:	10/26/2021
EFFECTIVE DATE:	11/26/2021

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO APPROVE THE
PURCHASE OF A PORTION OF THE
PROPERTY KNOWN AS
32 NORTH POTOMAC STREET,
HAGERSTOWN, MARYLAND**

RECITALS

WHEREAS, Manufacturers and Traders Trust Company., a New York Banking Organization, with principal offices at One M&T Plaza, Buffalo, New York 14203 (“M&T”), is the sole owner in fee simple of certain improved real property located in Hagerstown, Maryland known as 32 North Potomac Street (“the Property”); and

WHEREAS, the Mayor and Council believe that the acquisition of the Property, as set forth in the terms and conditions of this Contract of Sale would benefit the citizens; and

WHEREAS, the Mayor and Council wish to acquire the Property for the purpose of building a headquarters for its Finance Operations and Department of Community and Economic Development;

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to purchase the Property, and contingent upon the City’s right to conduct such environmental and physical studies of the Property as it sees fit during a Study Period, as set forth in the attached Contract of Sale;

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the purchase of the Property be and is hereby approved.
3. That the Mayor be and is hereby authorized to execute and deliver the Contract of Sale for the Property, a copy of which is attached hereto and incorporated herein by reference.
4. That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this ordinance and satisfy the terms of the aforesaid Contract of Sale.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler,
City Clerk

Emily N. Keller, Mayor

Date of Introduction: October 19, 2021
Date of Passage: October 26, 2021
Effective Date: November 26, 2021

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

CONTRACT OF SALE

THIS CONTRACT OF SALE ("this Contract") is between **MANUFACTURERS AND TRADERS TRUST COMPANY**, a New York banking corporation, with principal business offices located at One M&T Plaza, Buffalo, New York 14203, ATTN: Corporate Real Estate Department, 18th Floor ("Seller") and **CITY OF HAGERSTOWN**, a municipal corporation with its principal business offices located at 1 East Franklin Street, Hagerstown MD 21740 ("Buyer").

1. *The Property.* Seller sells to Buyer, and Buyer purchases from Seller, the real property located in Hagerstown, Washington County, Maryland, and known as **32 N. Potomac Street, Hagerstown, MD 21740**, and being more particularly described in Exhibit A, attached hereto and by this reference incorporated herein, together with all applicable improvements and all the rights and appurtenances thereto. The property described in Exhibit A (legal description to be prepared by Buyer at Buyer's expense by an updated title report and/or survey), together with its appurtenances and improvements, if any, is hereinafter called the "Property." The items set forth on Exhibit C, attached hereto and by this reference incorporated herein, ("Seller's Personalty") are expressly excluded from sale and shall be removed from the Property before Settlement. The above notwithstanding, any personal property remaining in the Property on the date of Settlement shall be deemed abandoned by Seller and shall remain in the Property at Settlement for Buyer's use/disposal at its discretion.

2. *Purchase Price* The purchase price for the Property is Eight Hundred Twenty-Five Thousand and 00/100 Dollars (\$825,000.00). Buyer shall pay the Purchase Price as follows:

(a) Upon the execution of this Contract, Buyer shall deliver to Seller the sum of Two Thousand and 00/100 Dollars (\$2,000.00) in cash, by means of cash or wire transfer (the "Deposit"). The Deposit shall be held by Seller in a non-interest bearing escrow account to secure the payment of the Purchase Price and the performance of Buyer under the terms of this Contract. The Deposit shall be applied at Closing to the payment of the Purchase Price.

(b) At Settlement, payment of the Purchase Price by Buyer to Seller, paid in cash, by means of wire transfer, less (i) the Deposit received by Seller, (ii) any credits permitted by this Contract, and (iii) any settlement adjustments provided by this Contract.

The Deposit shall be held in escrow by Seller in a non-interest bearing escrow account to secure the payment of the Purchase Price and the performance of Buyer under the terms of this Contract. The Deposit shall be applied at Settlement to the payment of the Purchase Price.

3. *Time and Place of Settlement.* Settlement with respect to the transaction described herein (the "Settlement") shall be held on or before thirty (30) days following completion of the last to occur of the Title Period as defined in Section 11, the Study Period as defined in Section 12.2, at a time and location as the parties may mutually determine. It shall be the responsibility of the Buyer to select the person responsible for closing this transaction, for the payment of fees to

that person, and for furnishing Form 1099-S to the Internal Revenue Service, if applicable. Buyer shall pay all fees to the title company and all wire fees to wire Settlement proceeds to the Seller shall be paid by the Buyer.

4. *Deed to Property.* At Settlement, upon payment of the unpaid purchase money, a deed for the Property shall be executed by Seller. Seller shall prepare the deed which shall contain a covenant of special warranty.

5. *Possession.*

5.1 Buyer shall be entitled to possession of the Property following disbursement of Purchase Price funds and delivery of the deed.

5.2 *ATM Lease:* The Seller's obligations to settle on the purchase of the Property in accordance with the terms of this Contract is contingent upon the execution of a lease agreement substantially in the form attached hereto as Exhibit "E" between Seller and Buyer for an ATM on the Property ("ATM Lease"). If for any reason Seller and Buyer are unable to execute the lease on or before the last day of the Study Period (defined below) inclusive of Buyer's right to the Extension Period (defined below), either party shall have the right to terminate this Contract by giving written notice of termination to the other. In the event that either party terminates this Contract pursuant to this Section 5, (i) this Contract shall be and become null and void, (ii) neither party shall have any further rights or obligations hereunder except as expressly stated to survive, and (iii) the Deposit shall be promptly disbursed in accordance with Section 2 hereof.

6. *Recordation and Transfer Taxes.* All recordation taxes and state and local transfer fees relating to the conveyance of the Property to Buyer shall be paid one-half each by the Seller and the Buyer. All recording fees shall be paid by Buyer.

7. *Real Estate Taxes.* Real estate taxes and similar public charges against the Property that are payable on an annual basis (including district, sanitary commission, or other benefit charges, assessments, liens, or encumbrances for sewer, water, drainage, or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto) shall be adjusted between the parties as of 12:00 Midnight prior to the date of Settlement and assumed and paid thereafter by Buyer. Buyer shall be responsible for all utilities on and after the date of Settlement.

8. *Risk of Loss.* The Property shall be held at the risk of Seller until Settlement hereunder. If the Property is damaged prior to Settlement, and Seller, on or before the Settlement date, is unable to or unwilling to restore the Property to its condition immediately prior to the damage, Buyer may elect (i) to terminate this Contract or (ii) elect to take the Property in its then "as is" condition without reduction in the Purchase Price and Seller shall assign to Buyer at Settlement all of Seller's right, title and interest in and to all insurance proceeds in respect of damage to the Property (but excluding Seller's Personalty), less any amounts actually expended by Seller for expenses of repair or restoration. If the Buyer elects to terminate this Contract, the full amount of the Deposit shall be returned immediately to Buyer, whereupon Buyer and Seller shall be released, as to one another, of all obligations and liabilities under this Contract, other than those that shall expressly survive termination.

9. *Condemnation.* In the event of a partial taking of the Property by condemnation or other exercise of the right of eminent domain before the delivery of the deed hereunder, the parties shall nevertheless proceed to Settlement, and Seller shall assign to Buyer at Settlement all of Seller's right, title and interest in and to all awards made in respect of such taking of the Property (but excluding Seller's Personalty). In the event of a total taking of the Property by condemnation or other exercise of the right of eminent domain before the delivery of the deed hereunder, the Deposit shall be promptly repaid to Buyer, and upon the payment thereof to Buyer, this Contract shall terminate except with respect to those obligations that shall expressly survive.

10. *Real Estate Commission.* Each party warrants to the other that it has not used the services of a real estate broker or agent in connection with this transaction. Each party agrees to defend, indemnify, and hold the other party harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive Settlement and the delivery of the deed to the Property or the termination of this Contract.

11. *Title.* Within thirty (30) days from the Effective Date ("Examination Period"), Buyer shall obtain, at its expense, a title report covering the Property from a licensed title insurance company selected by Buyer. Title to the Property shall be free and clear of all liens, encumbrances and restrictions (collectively, "Encumbrances"), except for (a) real property taxes applicable to the period after the date of Settlement and (b) those matters which are specified on Exhibit B, attached hereto and made a part hereof ("Permitted Matters"). Such title shall be insurable at regular rates by a reputable title insurance company. Buyer shall examine the title to the Property, inspect the Property and take any other action the Buyer deems is necessary to determine the condition of title to the Property. Buyer shall provide Seller with a copy of the title commitment, survey and all exception documents referred to in the title commitment. Buyer shall provide Seller with written notification, within the Examination Period, of any objections to the title ("Buyer's Title Notice"). Seller, at its expense, shall have the option of curing any objection raised by Buyer's Title Notice. In the event Seller elects to cure any objection raised by Buyer's Title Notice, Seller shall notify Buyer within ten (10) days of its receipt of Buyer's Title Notice (the "Title Response Period"). In the event Seller is unable to cure Buyer's title objections within thirty (30) days from the date of Buyer's Title Notice ("Title Cure Period") (the Examination Period and Title Cure Period, if any, together the "Title Period"), or Seller elects not to cure the objections raised by Buyer's Title Notice, Buyer shall have the option either (i) of taking such title as the Seller can give without abatement of the price or (ii) terminating this Contract and being immediately repaid the Deposit, and in the latter event there shall be no further liability or obligation on either of the parties hereto, except as expressly stated to survive herein. Buyer shall make such election either (i) in the event Seller elects not to attempt to cure any objections raised by Buyer, within ten (10) days after the expiration of the Title Response Period, or (ii) in the event Seller elects to attempt to cure objections raised by Buyer's Title Notice, within ten (10) days after the expiration of the Title Cure Period. If Buyer does not notify Seller of any objections to the title within the Examination Period, Buyer shall waive its rights to object to title defects or the exceptions which are of record prior to the Effective Date. As used in this Contract, the phrase "of record," shall mean matters recorded and properly indexed in the land records in the County in which the Property is located as of the Effective Date.

Other than as anticipated herein, Seller shall not create or permit to be created any lien, easement or other encumbrance on the Property from the Effective Date. Buyer hereby expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by the Buyer. The delivery of the deed by Seller and the acceptance thereof by Buyer shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except those obligations, if any, of Seller which are expressly stated in this Contract to survive Settlement.

Buyer hereby acknowledges that it shall not be entitled to, and does not and will not, rely on Seller or its agents as to (i) the quality, nature, adequacy or physical condition of the Property including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, HVAC, plumbing, sewage or utility system, facilities or appliances at the Property, if any; (ii) the quality, nature, adequacy or physical condition of soils or the existence of ground water at the Property, (iii) the existence, quality, nature, adequacy or physical condition of the utilities serving the Property; (iv) the development potential of the Property for any particular purpose; (v) the zoning or other legal status of the Property; (vi) the Property or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions or restrictions of any governmental or quasi-governmental entity or of any other person or entity; (vii) the quality of any labor or material relating in any way to the Property; or (viii) the condition of title to the Property or the nature, status and extent of any right, encumbrance, license, reservations, covenant, condition, restriction or any other matter affecting title to the Property.

12. *"As-Is" Sale; Study Period.*

12.1. *General.* EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR ANY PERSONAL PROPERTY THEREIN, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES AND AGREES THAT UPON SETTLEMENT SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY 'AS IS, WHERE IS, WITH ALL FAULTS', EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS CONTRACT. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS CONTRACT. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS." SELLER AFFIRMS THAT IT HAS RESTORED THE DRIVE-UP WINDOW (INCLUDING BULLET-RESITANT GLASS) TO ITS ORIGINAL CONDITION AS OF THE DATE OF THIS AGREEMENT.

12.2. *Study Period.* BUYER SHALL HAVE A PERIOD FROM THE EFFECTIVE DATE OF THIS CONTRACT THROUGH THE DATE WHICH IS NINETY (90) DAYS THEREAFTER ("STUDY PERIOD") TO CONDUCT SUCH PHYSICAL AND ENVIRONMENTAL INVESTIGATIONS OF THE PROPERTY AS BUYER HAS DEEMED NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS CONTRACT. IN ADDITION, BUYER SHALL USE BEST EFFORTS TO OBTAIN AN ORDINANCE, IN ACCORDANCE WITH THE TERMS OF ITS CHARTER, NECESSARY FOR IT TO PROCEED TO SETTLEMENT BY THE END OF THE STUDY PERIOD. BUYER SHALL HAVE THE RIGHT TO EXTEND THE STUDY PERIOD FOR ONE PERIOD OF THIRTY (30) DAYS ("EXTENSION PERIOD") FOR THE SOLE PURPOSE OF OBTAINING SUCH AN ORDINANCE BY NOTIFYING SELLER IN WRITING BY 5:00 P.M. ON THE LAST DAY OF THE STUDY PERIOD OF ITS INTENTION TO DO SO.

IF BUYER, IN ITS SOLE DISCRETION, DETERMINES THAT IT DOES NOT DESIRE TO ACQUIRE THE PROPERTY DUE TO THE CONDITION OF THE PROPERTY, BECAUSE IT HAS FAILED TO OBTAIN THE ORDINANCE, OR FOR ANY REASON, AND NOTIFIES SELLER IN WRITING BY 5:00 P.M. ON THE LAST DAY OF THE STUDY PERIOD (INCLUDING THE EXTENSION PERIOD, IF ANY) OF ITS ELECTION TO TERMINATE THIS CONTRACT, THE DEPOSIT SHALL BE RETURNED TO BUYER, THIS CONTRACT THEREUPON SHALL BECOME VOID AND THERE SHALL BE NO FURTHER OBLIGATION OR LIABILITY ON EITHER OF THE PARTIES HERETO EXCEPT AS EXPRESSLY PROVIDED HEREIN. IF BUYER FAILS TO NOTIFY SELLER IN WRITING BY 5:00 P.M. OF THE LAST DAY OF THE STUDY PERIOD (OR THE EXTENSION PERIOD AS THE CASE MAY BE) OF TERMINATION OF THIS CONTRACT, THEN BUYER SHALL BE DEEMED TO HAVE WAIVED ITS TERMINATION RIGHT AND THE PARTIES SHALL PROCEED TO SETTLEMENT.

UPON WRITTEN REQUEST OF SELLER, BUYER SHALL FURNISH TO SELLER ALL REPORTS AND ESTIMATES UNDERTAKEN BY BUYER IN CONNECTION WITH THE STUDY PERIOD, WHICH OBLIGATION SHALL SURVIVE TERMINATION BUT SHALL END THREE (3) YEARS FROM THE DATE OF SETTLEMENT. UPON SETTLEMENT, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON SETTLEMENT, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS, SUCCESSORS AND ASSIGNS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF

ACTION (INCLUDING, BY WAY OF EXAMPLE ONLY, CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS, SUCCESSORS AND ASSIGNS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY AND AGREES, WITH RESPECT TO MATTERS ARISING FROM AND AFTER SETTLEMENT ONLY, TO DEFEND, INDEMNIFY, AND HOLD SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS, SUCCESSORS, AND ASSIGNS) HARMLESS FROM ANY CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING, BY WAY OF EXAMPLE ONLY, CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY. FOLLOWING THE STUDY PERIOD, EXCEPT AS OTHERWISE REQUIRED BY THIS CONTRACT, IN THE EVENT SETTLEMENT DOES NOT OCCUR, AS SELLER'S SOLE REMEDY, SELLER MAY RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AND NOT AS A PENALTY TO COMPENSATE SELLER FOR LOST OPPORTUNITIES AS A CONSEQUENCE OF ENTERING INTO THIS CONTRACT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL THE DEPOSIT BE SUBJECT TO FORFEITURE TO SELLER IN THE EVENT OF A BUYER DEFAULT UNTIL AFTER THE EXPIRATION OF THE STUDY PERIOD. THIS SECTION SHALL SURVIVE SETTLEMENT.

13. *Right of Entry.* Upon the Effective Date, Seller hereby grants to Buyer, Buyer's engineers and other agents the right to enter upon the Property upon reasonable notice on or after the date of execution of this Contract to inspect the Property and to make such measurements, surveys, or non-invasive tests on the Property as Buyer may deem advisable. Buyer agrees to indemnify and hold harmless Seller from any claims, or liability, including, by way of example only, costs of defense and reasonable attorney fees, arising out of Buyer or the agents or invitees entering on the Property pursuant to this paragraph. Prior to any entry, Buyer shall provide Seller with evidence of public liability insurance with liability limits reasonably acceptable to Seller. In addition and prior to any entry, any contractor or third party hired to perform investigations or due diligence upon the Property shall provide Seller with evidence of general liability insurance including, but not limited to, coverage for products/completed operations, premises/operations, contractual and personal/advertising injury liabilities with commercially reasonable limits of coverage on a per occurrence basis for bodily injury and property damage, containing an endorsement insuring against damage to the Property and to or from underground utilities, and naming Seller as a named insured. Buyer further agrees to restore or have the Property restored to its condition on the date hereof after the completion of any measurements, surveys, or non-invasive tests conducted by the Buyer. This paragraph shall survive termination or Settlement.

14. *Representations and Warranties of Seller.* As of the date hereof and on the date of Settlement each of the statements in this paragraph shall be a true, accurate and full disclosure of all facts relevant to the matter contained therein and the enforceability of the statements as being true, accurate and full disclosure as of said dates, and shall survive Settlement and delivery and recording of the deed. The Seller hereby represents and warrants that:

(a) The persons executing this Contract on behalf of Seller are duly authorized to do so.

(b) Seller is duly organized and validly existing and has the requisite power and authority to enter into and carry out the terms of this Contract and no further approval of any board, court, or other body is necessary in order to permit Seller to consummate this Contract.

(c) To Seller's actual knowledge, Seller has not received notice of condemnation of all or any part of the Property or notices with respect to any outstanding violation of any zoning law, order, regulation, ordinance or requirement relating to the use or ownership of the Property.

(d) There are no other contracts of sale relating to the Property.

15. *Representations and Warranties of the Buyer.* As of the date hereof and on the date of Settlement each of the statements in this paragraph shall be a true, accurate and full disclosure of all facts relevant to the matter contained therein and the enforceability of the statements as being true, accurate and full disclosure as of said dates, and shall survive Settlement and delivery and recording of the deed. The Buyer hereby represents and warrants that:

(a) The persons executing this Contract on behalf of Buyer are duly authorized to do so.

(b) Buyer is duly organized and has the requisite power and authority to enter into and carry out the terms of this Contract and no further approval of any board, court, or other body is necessary in order to permit the Buyer to consummate this Contract.

16. *Buyer's Default.* Failure on the part of Buyer to comply with the terms, covenants, and conditions of this Contract, shall constitute a default and forfeiture of the Deposit and shall entitle the Seller to retain the Deposit paid by Buyer as Seller's sole remedy at law or in equity, all other remedies being waived. Notice of such default shall be given, in writing, by the Seller to the Buyer within ten (10) days after the default has occurred. In the event such notice of default is not given as provided in this section, Seller shall be deemed to have waived Seller's right to retain the Deposit and the Deposit shall be returned to the Buyer.

17. *Seller's Default.* Unless otherwise expressly provided herein, failure on the part of the Seller to comply with the terms, covenants, and conditions of this Contract shall constitute a default and shall entitle the Buyer as its sole remedies to either elect (i) to proceed to Settlement without any abatement of the Purchase Price, (ii) to be immediately repaid the Deposit paid by

Buyer to Seller, in which event there shall be no further liability or obligation on the part of either of the parties hereto, except as expressly stated to survive, and this Contract shall become null and void and of no further legal effect, or (iii) in the event of Seller's failure to proceed to Settlement and deliver the deed as provided in this Contract, to seek specific performance of such obligation of Seller. Notice of such default shall be given, in writing, by the Buyer to the Seller within ten (10) days after the default has occurred. In the event such notice of default is not given as provided in this Section, Buyer shall be deemed to have waived Buyer's right to terminate this Contract.

18. *Notices.* "Notice" means any notice, demand, request, or other communication or document to be provided hereunder to a party hereto (without implying any requirement that Seller/Buyer give any notice of default or of exercise of any of its rights or remedies). Each notice shall be in writing and shall be given to a party at its address set forth below or such other address as the party may hereafter specify for that purpose by notice to the other party. Each notice shall, for all purposes, be deemed given and received if given by certified mail, return receipt requested, postage prepaid, two (2) business days after it is posted with the United States Postal Service; or by a nationally recognized next day courier service:

Seller: Manufacturers and Traders Trust Company
One M&T Plaza
Buffalo, New York 14203
Attn.: Corporate Real Estate, 18th Floor

Buyer: City of Hagerstown
1 East Franklin Street

Hagerstown MD 21740
Attn.: Mr. Scott A. Nicewarner
City Administrator

With a courtesy copy to: Jason Morton, City Attorney
Salvatore & Morton, LLC
82 West Washington Street, Suite 100
Hagerstown, MD 21740

19. *Additional Consideration.* As a material consideration for Seller's entering into this Contract and based upon Buyer's representation that it does not intend on selling, leasing or otherwise disposing of the Property to a financial institution, credit union or other provider of financial services, or a person or entity otherwise affiliated with such an entity, in which event the Property would be of greater value to the Seller, Buyer agrees that if Buyer (i) enters into a contract between Settlement and the fifth anniversary of Settlement to sell the Property, (ii) enters into a lease conveying a leasehold interest in the Property between Settlement and the fifth anniversary of Settlement, or (iii) otherwise transfers possession and use of the Property between Settlement and the fifth anniversary of Settlement, and such other purchaser, lessee or other user is a financial institution, credit union or other provider of financial services, or otherwise affiliated with such an

entity, Buyer shall pay to Seller as premium on the Purchase Price the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00). Notwithstanding anything to the contrary contained herein, this obligation shall survive the Settlement and shall not be deemed to have been merged with the Settlement or the delivery of the deed.

20. *Financing Contingency.* This Contract is not conditioned or contingent in any manner upon the Buyer obtaining all or any portion of the Purchase Price by way of loan or financing of any kind. Buyer represents and warrants that it has sufficient funds to consummate this Contract.

21. *Leases.* Seller represents that the Property is not subject to any leases. The provisions of this paragraph shall survive Settlement and the delivery of the deed to the Property.

22. *Service Contracts.* All service contracts shall be terminated by Seller effective the date of Settlement. The provisions of this paragraph shall survive Settlement and the delivery of the deed to the Property.

23. *Sale of Other Real Estate.* This Contract is not conditioned or contingent in any manner upon the sale or settlement of any other real estate unless such contingency is also a part of this Contract.

24. *Documents.* Seller is not a "foreign person" as such term is defined in Section 1445 of the United States Internal Revenue Code of 1986, as amended. Seller agrees to deliver a standard Non-Foreign Person Affidavit at Settlement and (ii) an affidavit with respect to Section 10-912 of the Tax-General Article, Annotated Code of Maryland, regarding withholding on sales or transfers of real property in Maryland by nonresident individuals and nonresident entities. Seller agrees to deliver Seller's Affidavit and Gap Indemnity in the form attached hereto as Exhibit "D". Additionally, each party shall each execute a settlement statement, and provide to the Buyer's title company such evidence of authority for the transactions contemplated by this Contract, and the execution of documentation in connection therewith, as may reasonably be required.

25. *Joint and Several Liability.* If Buyer shall be one or more individuals, corporations or other entities, whether or not operating as a partnership or joint venture, then each such individual, corporation, entity, joint venturer or partner shall be deemed to be both jointly and severally liable for the Purchase Price and any other payments specified herein and for the satisfaction of all obligations of Buyer under this Contract.

26. *Assignment.* Buyer may not assign this Contract without the prior written consent of Seller, except that Buyer may, without the consent of Seller, assign the Contract to a controlled subsidiary or affiliate of Buyer or its principals set up for the sole purposed of holding fee title to the Property, provided the Buyer guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Contract. The rights and obligations of this Contract shall bind and benefit any successors or assigns of the parties.

27. *Like Kind Exchange.* The parties hereto represent that this Contract and the transaction contemplated is not in connection with a tax deferred exchange of like kind property

under Section 1031 of the Internal Revenue Code, as amended, or any other corresponding, substituted or applicable law

28. *Claims.* Seller shall indemnify and hold harmless Buyer from and against any and all third party claims resulting from or based on an event that occurred prior to Settlement that are covered under the casualty or liability insurance policies for the Property that were in effect prior to closing. In the event of any such third-party claim asserted against Buyer and Seller, Seller shall provide and pay for the cost of Buyer's defense (using counsel selected by Seller and reasonably acceptable to Buyer). The obligations of Seller under this Section shall survive Settlement for a period of three (3) years.

29. *Miscellaneous Provisions.*

29.1. *Effectiveness of Agreement* This Contract shall not be effective unless duly executed by the parties and until Seller receives the Deposit. The date upon which Seller has received both a fully-executed Contract and the Deposit shall be the "Effective Date."

29.2 *Entire Contract.* This Contract contains the final and entire Contract between the parties and neither they nor their agents shall be bound by any terms, conditions, or representations not herein written or specifically referred to herein. There are no customs, promises, terms, conditions or obligations referring to the subject matter or inducements leading to the execution hereof, other than those contained herein.

29.3. *Time of Essence.* Time is of the essence of this Contract.

29.4. *Binding Contract.* This Contract is binding on the parties and their personal representatives, successors, and assigns.

29.5. *Limited Liability.* The liability of Seller under this Contract is limited to Seller's interest in the Property, plus the amount of the Deposit. No other assets of Seller shall be subject to seizure or levy.

29.6. *Recording.* Except in accordance with Buyer's Charter and Code and in accordance State Law as to open meetings and public information requests, this Contract shall not be recorded in any office or place of public record. The above notwithstanding, this Contract shall not be recorded in the Land Records Office of the Washing County Clerk's Office.

29.7. *Legal Construction.* This Contract shall be interpreted and construed in accordance with the laws of the state of Maryland; excluding any such laws that might direct the application of the laws of another jurisdiction, provided that any controversy over the construction of this Contract shall be decided neutrally and without regard to events of authorship or negotiation. The parties agree to submit any and all disputes regarding this Contract to State Courts located in Washington County, Maryland.

29.8. *Amendments.* This Contract shall not be amended except in writing executed by all parties hereto.

29.9. *Survival.* Except as specifically provided, the warranties, statements, representations, promises and covenants contained herein shall merge into the deed to be delivered by Seller at Settlement.

29.10. *Forbearance.* A waiver or forbearance by any party of any breach of any covenant or term of this Contract shall not be construed to be a waiver or forbearance of any succeeding breach of the same covenant.

29.11. *Severability.* If any term or provision of this Contract, or any application thereof, shall be held invalid or nonenforceable, the remaining terms and provisions of this Contract, or the application of such terms or provisions that have been held valid or enforceable, shall not be affected thereby.

29.12. *Captions.* The captions used herein are for the purpose of convenient reference only and are not intended to express the full meaning of the provisions they introduce.

29.13. *Attorney's Fees.* If either party shall bring an action or suit or proceeding (including any cross-complaint, counterclaim or third party suit) against the other party by reason of the breach or alleged breach of any covenant, term or obligation of this Contract, or otherwise arising out of this Contract, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including reasonable attorneys' fees and expenses. For purposes of this Contract, "Prevailing Party" shall be deemed the party that recovered a greater relief in the action on the Contract. Furthermore, where an action has been voluntarily dismissed or dismissed under a settlement agreement, then there shall be no prevailing party for purposes of this section.

29.14. *Business Days.* If the time for performance of any of the terms, conditions and provisions of this Contract shall fall on a Saturday, Sunday or bank holiday, then the time of such performance shall be extended to the next business day thereafter.

30. *Critical Areas. Notice to buyer concerning the Chesapeake and Atlantic coastal bays critical area.* Buyer is advised that all or a portion of the property may be located in the "critical area" of the Chesapeake and Atlantic coastal bays, and that additional zoning, land use and resource protection regulations apply in this area. The "critical area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic coastal bays, and all of their tidal tributaries. The "critical area" also includes the waters and lands under the Chesapeake Bay, the Atlantic coastal bays, and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the critical area, Buyer may contact the local department of planning and zoning, which maintains maps showing the extent of the critical area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties do not include land located in the critical area.

31. WAIVER OF TRIAL BY JURY. BUYER AND SELLER DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS CONTRACT, THE DOCUMENTS DELIVERED BY BUYER AT SETTLEMENT OR SELLER AT SETTLEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS CONTRACT OR THE PROPERTY (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS CONTRACT AND ANY CLAIMS OR DEFENSES ASSERTING THAT THIS CONTRACT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER SHALL SURVIVE THE SETTLEMENT OR TERMINATION OF THIS CONTRACT.

[Signatures appear on next page]

IN WITNESS WHEREOF, each party is signing this Contract on the date corresponding with that party's signature.

ATTEST/WITNESS:

SELLER:
MANUFACTURERS AND TRADERS
TRUST COMPANY

By: _____
Howard Block, Vice President

Date:

ATTEST/WITNESS:

BUYER:
CITY OF HAGERSTOWN

By: _____
Emily N. Keller
Mayor

Date:

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
PERMITTED MATTERS

1. Building and use restrictions of record.
2. Vehicular or pedestrian easements of record affecting the Property and being contiguous to the front, rear or side lot lines.
3. Water, sewer, gas, electric, cable television, and telephone lines or easements therefor of record or as presently installed.
4. Prior grants, reservations or leases of coal, oil, gas, or other minerals as shown by instruments of record.
5. Easements apparent upon inspection of the Property.
6. Real estate taxes and assessments, and water and sewer rents, not yet due and payable. Real estate taxes and assessments, and water and sewer rents, shall be adjusted as of the date of Settlement (in accordance with Section 7 above.)
7. Encroachments of stoops, areas, cellar steps, trim cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, coping and retaining walls projecting from the Property over any street or highway or over any adjoining Property and encroachments of similar elements projecting from adjoining property over the Property.
8. The state of facts which an accurate survey would show.
9. Covenants, conditions and restrictions of record affecting the Property.
10. Easements and rights-of-way of record affecting the Property.

EXHIBIT C
EXCLUDED ITEMS

- Safe Deposit boxes
- Telephone equipment (disconnected at the wall)
- Security equipment, provided that internal wiring shall remain
- Alarm equipment, provided that internal wiring shall remain)
- ATM
- Personal Computers
- Printers
- All branch equipment, including without limitation, teller machines, photocopier, fax, currency counters, check writer, adding machines, typewriters)
- Teller line, including without limitation, the back counter
- Under counter steel
- Furniture

EXHIBIT D
OWNER'S AFFIDAVIT

PREMISES: 32 N. Potomac Street,
Hagerstown, MD 21740

STATE OF NEW YORK
COUNTY OF ERIE :) SS

ON THE ____ day of _____ 2021, before me, the undersigned Officer, personally appeared the undersigned, who being duly sworn according to law and intending to be legally bound, depose(s) and say(s) that the following statements are true and correct to my actual knowledge and belief.

That the Grantor herein is the owner of Premises.

That the Grantor in this transaction is in actual possession of the entire premises, and there are no leases or agreements affecting the premises or any part thereof outstanding, other than those that are presently being assigned.

The Premises are not used for residential purposes

Access to the Premises (whether vehicular or pedestrian) to and from the public street has never been a subject of dispute or limited in any way

Grantor is entitled to sole possession of the Premises.

Within the preceding 18 months, Grantor has not attached any fixtures, commenced any construction, repairs alterations or improvements, ordered or contracted to for same in respect of the Premises, which have not been paid for in full and that there are no outstanding or disputed claims for any such work or item.

I have not received a notice of any violation of any covenant, conditions or restrictions of record affecting the Premises.

The present transaction is not made for the purposes of hindering, delaying or defrauding any creditors of the Grantor and does not constitute all or substantially all of the Grantor's assets.

Any water, sewer or other utility charges due and or accrued up to date of closing/settlement will be paid by the Grantor.

This affidavit is made for the purpose of inducing [INSERT TITLE COMPANY] or its duly authorized agent to hold settlement on the above premises, and to issue its title insurance policy, insuring the title thereto and to make disbursement of funds arising out of said transaction.

The Grantor hereby indemnifies and agrees to save harmless [INSERT TITLE COMPANY] and its agent, [INSERT, IF ANY], against any damages or expense, including attorney fees, sustained as a result of any of the foregoing matters not being true and accurate and further indemnifies [INSERT TITLE COMPANY] as to defects, liens, encumbrances, adverse claims or other matters, if any, created, by an act or omission of the Grantor, first appearing on the public records or attaching subsequent to the most recent effective date of the above-referenced Commitment but prior to the effective date of such title insurance policy or policies or other title evidence. [INSERT TITLE COMPANY] and its agent, [INSERT IF ANY] will present the Deed forthwith after settlement for recording to Washington County, Maryland.

EXHIBIT E
ATM LEASE AGREEMENT

THIS ATM LEASE AND AGREEMENT ("Agreement") made this ____ day of _____, 2021 ("Effective Date"), by and between **CITY OF HAGERSTOWN**, a municipal corporation with its principal business offices located at 1 East Franklin Street, Hagerstown MD 21740 ("Landlord"), and **MANUFACTURERS AND TRADERS TRUST COMPANY**, a New York banking corporation, ("Tenant") (together, "Parties"), sets forth the terms and conditions upon which, among other things, Tenant will lease from Landlord designated space consisting of approximately 160 square feet in the location depicted on Exhibit "A" attached hereto and made a part hereof ("Premises") being a portion of the building ("Building") located property known as **32 N. Potomac Street, Hagerstown, MD 21740** ("Property"). As of the Effective Date Tenant has sold the Property which includes the Premises to Landlord pursuant to a certain Contract of Sale dated October 19, 2021. Tenant has installed and is operating a cash dispensing machines ("ATM") and attendant customer accommodations (the ATM and the attendant accommodations shall be referred to collectively as the "Facility") at the Premises. The Parties hereby make this Agreement to provide for the continued operation of the Facility contemporaneously with the closing of the Property under the Contract of Sale. **The Parties agree that the Facility shall be moved on or before December 31, 2023, from its present location in the Building to the location, consisting of 126 square feet, reflected on Exhibit "B" attached hereto and made a part hereof. Landlord shall pay the costs associated with constructing the space for the Facility in the location on Exhibit "B," and to the specifications set forth on Exhibit "B," except that Tenant shall pay the costs associated with installation of signage, alarm system to the Facility and moving and installation of the ATM in the Facility. Landlord shall install duct work to the room, and Tenant shall install any additional and/or special HVAC zoning and/or special temperature control equipment. Also, Landlord shall install electric service to the room, and Tenant shall connect the Facility to electric service. There shall be no separate meter for the Facility. Final architectural drawings for Exhibit "B" shall be agreed upon in writing by the parties prior to re-location of the Facility, and shall constitute an Addendum to this Agreement.**

In consideration of and subject to the promises, covenants and conditions set forth hereinafter, the Parties agree as follows:

1. Premises.

1.1. Landlord does hereby lease and let unto Tenant the Premises for the Facility, and Tenant does hereby take from Landlord for the Facility, the Premises. Tenant and its invitees shall also have a nonexclusive right during the Term of this Agreement to use the common areas of the Property but only in connection with Tenant's Facility, in common with others entitled to the use of the common areas. As used in this Agreement, the term "common areas" means, without limitation, the entryways, sidewalks, walkways, reasonably necessary for the use and operation of the Facility which are provided and designated from time to time by Landlord for the general non-exclusive use and convenience of Tenant and other tenants, occupants and customers of the Property. The use of the common areas shall be subject to all reasonable Rules and Regulations

as Landlord may from time to time promulgate provided they are uniformly applied to all tenants, occupants and customers of the Property.

1.2. Tenant has removed its personal property used in the operation of a branch banking office from the Building and the Premises, except for such personal property constituting the Facility. Notwithstanding such removal, Tenant will have access to the full Premises and continue to operate, access, and service the Facility.

1.3. Landlord shall not permit any bank or "non-bank" deployer of ATM, electronic, remote or similar banking facilities to install, operate or maintain an exterior-facing ATM on the Property during the Term of this Agreement and shall not assume or enter into any legally enforceable obligation providing any bank with the right to install, operate or maintain an ATM or other electronic, remote, or similar banking facility during the Term of this Agreement without Tenant's prior written consent, which may be withheld in Tenant's sole discretion. In the event of a breach of this covenant and written notice to Landlord of such breach and Landlord's failure to rectify such breach with fifteen (15) days after such written notice, then Tenant may continue to operate the Facility but all Rent obligations shall be suspended until such breach is rectified. For purposes of this Paragraph, "bank" means a banking organization, including without limitation, a commercial bank, trust company, savings bank, savings and loan association, credit union, or a bank holding company.

1.4. Tenant may temporarily close the Facility during any period in which reasonable access or electricity or data/voice communications services are interrupted.

1.5. The hours of operation of the ATM shall be at the sole and absolute subjective discretion of Tenant.

1.6. Landlord shall be permitted admittance to the Premises for purposes of exhibiting the Premises to prospective purchasers or tenants; provided that Landlord shall request such admittance in writing at least at least five (5) business days prior to the proposed showing date. Landlord shall be accompanied by a representative of Tenant during the showing. Notwithstanding such escort, all admittance to the Premises shall be at Landlord's sole risk and Landlord shall indemnify Tenant for any claims made for injury or property damage resulting from such admittance.

2. Term of Agreement; Rent.

2.1. The initial term of this Lease shall commence on the simultaneous occurrence of (i) the settlement of the Property under the Contract of Sale between Tenant as "Seller" and Landlord as "Buyer," and (ii) the full execution and delivery of this Lease by the parties hereto (the "Commencement Date") and terminating on the date that is the last day of the month in which the third anniversary of the Commencement Date occurs (the "Expiration Date"), unless sooner terminated as provided in this Lease.

2.2. Tenant shall have six (6) options to renew the term for two (2) years each option upon all the terms, covenants, and conditions set forth herein ("Renewed Term"), except that that Rent

shall increase 3% over the previous two (2) year period. The right to exercise such options shall be conditioned upon Tenant's giving Landlord written notice of its election to renew (the "Renewal Notice") not less than six (6) months prior to the expiration of the initial Term or Renewed Term as the case may be. After the exercise of a renewal option, all references to the Term of this Lease shall be deemed to mean the Term as extended pursuant to this Section.

2.3. Commencing on the Commencement Date, Tenant agrees to pay to Landlord monthly rent ("Rent") in the amount of Four Hundred Dollars (\$400.00), payable in advance on the first day of each month. If any Rent is not received by the fifteen (15th) day of the month, Tenant shall pay a five percent (5%) per annum interest charge against the unpaid balance from the date due to the date of payment. In the event of termination of this Agreement, Rent shall be prorated and all prepaid Rent shall be refunded to Tenant within fifteen (15) days of the date of termination. The preceding sentence shall survive termination of this Agreement.

3. Permits. During the Term of this Agreement, Tenant will have the ongoing duty to assure that all permits related to the Facility which are necessary for the jurisdiction in which the Facility is located (the "Permits"), if any, are kept current. Tenant will give Landlord timely notice of any requirements, federal, state or local, with which Landlord must comply pertaining to the operation of the Facility, and Tenant will bear or reimburse Landlord any costs attendant to such compliance. Landlord shall cooperate fully with Tenant in obtaining and maintaining the Permits at no out of pocket cost or expense to Landlord. In the event that any required Permits are withdrawn or denied, this Agreement shall automatically terminate, whereupon neither party shall have any further rights, duties, obligations or liabilities, except for those that expressly survive the termination of this Agreement.

4. Uses.

4.1. The Premises may be used solely for operation of the Facility. The ATM shall perform such services and the Facility shall be operated as determined by Tenant in its sole discretion. Nothing in this Lease shall in any way be interpreted to impose any obligation upon Landlord to provide any services to the Premises, including but not limited to cleaning, trash, or security.

4.2. Tenant shall have the right to contract with any electronic funds transaction processing network and to operate and promote the ATM as a part of such network, provided such agreement shall not affect the rights and obligations of the Parties under this Agreement.

5. Installation. Tenant shall continue to be responsible for all equipment costs for the ATM, signage, security equipment, and the environmental surround. Landlord agrees to accommodate Tenant's reasonable needs with respect to the Facility, including without limitation, granting permission to Tenant to install, at Tenant's risk and expense, additional security equipment outside the Premises at a location to be agreed upon by Landlord, which agreement shall not be unreasonably withheld, conditioned or delayed.

6. Maintenance.

6.1. Landlord will maintain and keep in good repair all structural components, including exterior walls, roof, and foundation of the Building, existing at the Property. Landlord will not use any areas adjacent to the Premises in any way that would block, impede or restrict reasonable Tenant or Customer (defined below) access to the Facility. In addition, Landlord at its sole cost and expense shall keep the outdoor common areas, including the area immediately adjacent to the Premises, lit in the manner in which they are lit as of the date hereof, shall maintain in good condition and repair the outdoor common areas, including, without limitation, landscaping, sidewalks, entrances and exits, and shall keep the outdoor common areas in a clean, safe, presentable and sanitary condition with adequate drainage and reasonably free of snow, ice and debris. In the event any space immediately adjacent to the Premises shall be leased or otherwise occupied, Landlord shall immediately notify Tenant of such occurrence so as to allow Tenant to be aware of the increased risk to the Facility.

6.1.1. A "Customer" is a person who has an account relationship with Tenant or any other financial institution that has entered into an arrangement which permits its customers to utilize the ATM and who has a transaction with Tenant or such other financial institution at the ATM. Such person commences to be a Customer when using the ATM and continues to be a Customer until the transaction is completed. Evidence that a person with an account relationship used or intended to use the ATM or a record by the ATM of a transaction by the person shall conclusively establish that the person is a Customer.

6.2. Landlord, at Landlord's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities now in force or which may hereafter be in force (collectively, the "Laws"), including, without limitation, the Americans With Disabilities Act, (i) which shall impose any duty upon Landlord or Tenant with respect to access to the Property (but excluding the Premises and the Facility which shall be the responsibility of the Tenant), (ii) which shall impose any duty upon Landlord with respect to any business conducted by Landlord at the Property, (iii) when the requirement for compliance applies to the Property or real estate generally, (iv) when the requirement for compliance involves a structural repair which is not caused by the use permitted Tenant hereunder, or (v) when the requirement applies to any portion of the Property that Landlord has agreed to maintain or maintains. Landlord covenants and agrees to indemnify and hold Tenant harmless from and against any expenses (including attorneys' fees), liability, losses, costs, damages or claims of whatever nature arising out of or in connection with Landlord's failure to comply with such Laws as provided hereinabove.

6.3. Tenant at Tenant's expense shall comply with all Laws that relate to the operation of the ATM and the occupancy of the Premises. Tenant will maintain all improvements installed by Tenant on the Premises and will provide complete service for the Facility, including, but not limited to, cleaning, maintenance (including, without limitation, software and hardware maintenance), repair, parts and labor, and security with the objective of keeping the Facility in good operating order and condition at all times but subject to reasonable periods for down-time and maintenance (collectively, the "Maintenance").

6.4. Tenant will provide Landlord with the telephone number of its network control for use in the event of emergency.

6.5. The cost of reasonable HVAC for the Facility will be borne by Landlord. In the event of an interruption or delay in electric or any other utility service, Landlord shall use reasonable efforts to restore or have restored such service, but Landlord shall not be liable for any interruption or delay in electric or any other utility service for any reason unless caused by the gross negligence or willful misconduct of Landlord or its agents. **Tenant shall pay Fifty and 00/100 (\$50.00) per month to reimburse Landlord for the cost of electricity consumed by the Facility.**

6.6. The cost of maintaining the monthly voice/data service will be borne by Tenant.

6.7. Tenant shall provide at its own expense cash replenishment for the ATM.

7. Replacement/Taxes. The ATM and other fixtures and equipment at the Facility will remain the property of Tenant. Tenant may replace the ATM at any time at its sole cost and expense with new or alternative models (the "Replacement") after Landlord's approval of any required alterations to the Premises to effect such Replacement, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant will pay all personal property taxes or similar assessments directly relating to the Facility, or reimburse Landlord therefor; provided, however, that the foregoing shall not include any federal or state income or franchise taxes based upon income, net worth or capital of Landlord or any business privilege taxes levied upon the fees paid to Landlord under this Agreement. Landlord will pay, when or before they are due, any real estate taxes or similar assessments attributable to the Premises.

8. Right to Subcontract. Tenant may undertake Replacement, Maintenance and Removal (as defined in Paragraph 11) itself or may subcontract all or any part thereof. Tenant and its subcontractors shall at all times be independent contractors, and it is not the intent of Tenant or Landlord to create any type of employment, agency, partnership or joint venture relationship. Landlord shall permit Tenant's employees, agents, and contractors to have access to the Facility to perform the Maintenance.

9. Removal. Within fifteen (15) days after the Termination Date or any other termination of this Lease by either party, Tenant shall commence, at its sole effort and expense, removal of the ATM from the Premises and shall restore the exposed area of the exterior/interior of the Premises created by the removal of the ATM with materials that are consistent with the material (and color) of the surrounding exterior/interior of the Premises on the Termination Date, and based on specifications provided to Landlord for review and approval, which review and approval shall not be unreasonably withheld, conditioned or delayed (the "Removal"). The Removal will include obtaining all necessary permits, taking the ATM and surrounds from the Premises, removing all security equipment and communications equipment, and leaving the Premises in broom clean condition, normal wear and tear and casualty excepted. Once the Removal has begun, it shall be finally completed within ten (10) days thereafter.

10. Indemnity and Insurance.

10.1. Tenant hereby agrees to defend and hold Landlord harmless from and to indemnify Landlord for any and all losses, claims, damages (but excluding any and all consequential and incidental damages), liabilities or expenses (including reasonable attorneys' fees) to third parties of any nature or kind in connection with loss of life, bodily injury or property damage arising directly from the operation or use of the Premises as well as the Facility including the Installation, Replacement, Maintenance, Removal or operation of the Premises as well as the Facility to the extent not caused by the negligence or willful misconduct of Landlord, its employees, agents, or contractors.

10.2. Tenant shall purchase and maintain insurance with the following minimum coverages: commercial general liability written on an occurrence basis with minimum limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and with limits of not less than Two Million Dollars (\$2,000,000.00) in the aggregate. The insurance required above shall include contractual liability coverage and shall also have umbrella coverage in a minimum amount of Three Million Dollars (\$3,000,000.00). Certificates of insurance evidencing Landlord as an additional insured shall be furnished annually upon request to Landlord. The insurance coverage will be provided by insurance carriers licensed in the State of Maryland. Notwithstanding anything contained herein to the contrary, Tenant shall have the right to self-insure with respect to the provisions of this paragraph provided Tenant's certified net worth remains in excess of Fifty Million Dollars (\$50,000,000.00).

10.3. Landlord indemnifies and agrees to defend and hold Tenant and its officers, directors, shareholders, agents, employees and affiliates harmless from any and all losses, claims, damages (but excluding any and all consequential and incidental damages), liabilities or expenses (including reasonable attorneys' fees) to third parties of any kind or nature in connection with loss of life, bodily injury or property damage arising from operation of the Property to the extent not caused by the negligence or willful misconduct of Tenant, its agents, contractors or employees.

10.4. Landlord shall purchase and maintain such insurance as will protect it from the claims that may arise out of or result from the foregoing paragraph and its obligations under this Agreement. Such insurance shall include the following minimum coverage: commercial general liability written on an occurrence basis with minimum limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and with limits of not less than Two Million Dollars (\$2,000,000.00) in the aggregate. Insurance coverage will be provided by insurance carriers licensed in the State of Maryland.

10.5. The insurance required hereby may be maintained by means of a policy or policies of blanket insurance.

10.6. Notwithstanding anything to the contrary herein contained, Landlord and Tenant do mutually each release and discharge the other of and from all suits, claims, and demands whatsoever, whether in contract or in tort, for loss or damage to the property of the other, even if caused by or occurring through or as a result of any negligent act or omission of the party released hereby or its contractors, agents, or employees, provided such property damage or loss

is caused by any risk covered by policies of Commercial Property Insurance with industry standard Special Form or equivalent carried or required hereunder to be carried by the Parties. Each party shall carry such policies of Commercial Property Insurance with industry standard Special Form or equivalent which shall contain a waiver of subrogation consistent with this paragraph.

11. Signage. Landlord hereby acknowledges that Tenant's ability to use the existing exterior sign box already located on the west/street side of the Property is deemed approved. Any change in the size and/or placement of any sign on the exterior of the Premises or on the Property advertising the Facility shall be with Landlord's written consent and at Tenant's expense and must comply with all applicable laws. Landlord expressly reserves the right to install additional signage on the Property which otherwise complies with all applicable laws. The existing monument sign shall be utilized exclusively by Landlord. Tenant shall remove any and all of its signage at the Termination Date or upon any other termination of this Lease Agreement by either party.

12. Promotions. Any promotions, advertising or publicity developed by Tenant in connection with the Facility shall be the property of, and belong exclusively to, Tenant. Neither Tenant nor Landlord shall use the other's names, trade names, trademarks, service marks, logos, or other identifying items without the prior written consent of the other party; provided, that Tenant is not required to obtain Landlord's approval of Tenant's use the address of the Facility as a location reference in its marketing and/or promotional materials.

13. Default.

13.1. In the event Tenant shall default in the performance of any of the terms or provisions of this Agreement, Landlord shall promptly so notify Tenant in writing. If Tenant shall fail to cure such default within ten (10) days after receipt of such notice in the case of a monetary default, or within twenty (20) days after receipt of such notice in the case of a non-monetary default, or if the non-monetary default is of such character as to require more than twenty (20) days to cure and Tenant shall fail to commence to do so within twenty (20) days after receipt of such notice and thereafter diligently proceed to cure such default and such additional time does not expose Landlord to civil or criminal fines or other liability, then in either such event, in addition to any other remedy which may be available at law or in equity to Landlord, (i) Landlord may cure such default, and any reasonable expense incurred in connection therewith shall be paid by Tenant promptly upon demand, or (ii) Landlord may cancel and terminate this Agreement or (iii) Landlord may proceed by appropriate court action to enforce Tenant's performance hereunder, or to recover from Tenant any or all damages or expenses (excluding consequential, punitive, special or incidental damages) which Landlord shall have sustained by reason of Tenant's default in such performance or on account of Landlord's enforcement of its remedies hereunder. Notwithstanding anything contained herein to the contrary, Landlord shall have no property interest in, or lien or right of distraint upon the contents of the ATM or any other fixtures or equipment in the Facility used for holding or processing cash or other personal property.

13.2. In the event Landlord shall default in the performance of any of the terms or provisions of this Agreement, Tenant shall promptly so notify Landlord in writing. If Landlord shall fail to

cure such default within twenty (20) days after receipt of such notice, or if any non-monetary default is of such character as to require more than twenty (20) days to cure and Landlord shall fail to commence to do so within twenty (20) days after receipt of such notice and thereafter diligently proceed to cure such default and such additional time does not expose Tenant to civil or criminal fines or other liability, then, in either such event, in addition to any other remedy which may be available at law or in equity to Tenant, a) Tenant may cure such default, excepting any default concerning an environmental matter outside the Premises, and any expense incurred in connection therewith shall be paid by Landlord promptly upon demand, or b) Tenant may cancel and terminate this Agreement, or c) Tenant may proceed by appropriate court action to enforce Landlord's performance hereunder, or to recover from Landlord any or all damages or expenses (excluding consequential, punitive, special or incidental damages) which Tenant shall have sustained by reason of Landlord's default in such performance or on account of Tenant's enforcement of its remedies hereunder. Nothing contained in this Section shall abrogate Landlord's right to terminate this Agreement as provided herein.

14. Eminent Domain. If the whole or any part of the Premises shall be taken under the power of eminent domain or sold to the condemning authority under threat of the exercise of eminent domain, but the use of the Facility is not disturbed thereby, then this Agreement shall continue with respect to the remaining portion of the Premises. If the portion of the Premises so taken or sold is, in the reasonable opinion of Tenant, such as to substantially impair the usefulness of the Premises for the purposes for which the same are hereby leased, then this Agreement shall terminate as of the date when Tenant is required to yield possession. The compensation awarded for such taking, or the sale proceeds, both as to Landlord's reversionary interest and Tenant's interest under this Agreement, shall belong to and be the property of Landlord. Nothing herein contained shall be deemed to prevent Tenant from receiving any award in any condemnation proceeding for trade fixtures installed by Tenant, the unamortized value of any Installation paid for by Tenant, or for moving components of the Facility owned by Tenant.

15. Casualty. If the Property or Premises shall be damaged by fire, the elements, unavoidable accident or other insurable casualty, and provided neither party terminates the Agreement, Landlord shall promptly, at its own expense, cause such damage to be repaired, but in no event shall Landlord be responsible for damage to or repair of the ATM or any other improvements installed by Tenant. If the Facility is not thereby rendered unusable, in Tenant's reasonable judgment, Rent shall not be abated. If by reason of such occurrence the Facility is rendered unusable, any payment of Rent by Tenant shall be wholly abated until the Premises are restored to a condition which is reasonably satisfactory to Tenant.

16. Governing Law and Severability. This Agreement shall be construed under the laws of the State of Maryland without regard to conflict of laws principles. It is agreed that if any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect; and if any provision is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

17. WAIVER OF TRIAL BY JURY. TENANT AND LANDLORD HEREBY MUTUALLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THE PARTIE AGREE TO SUBMIT ANY AND ALL LITIGATION RELATING TO THIS LEASE AGREEMENT TO STATE COURTS LOCATED IN WASHINGTON COUNTY, MARYLAND.

18. Assignment. This Agreement may not be assigned by Tenant without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided that Tenant may assign this Agreement without Landlord's consent to a corporation wholly owned by Tenant, or in which Tenant owns a majority of the stock entitled to vote, or which is wholly owned by a corporation which owns a majority of the stock of Tenant entitled to vote, or which is a successor in interest to Tenant pursuant to a merger or corporate reorganization or which purchases substantial assets of Tenant. Following such an assignment (other than by merger), Tenant will remain responsible for performance of all obligations on its part under this Agreement. Landlord may not assign this Agreement without the Tenant's written consent, which shall not be unreasonably withheld.

19. Notice. Any notice given under this Agreement shall be in writing. Each notice shall, for all purposes, be deemed given and received (i) if given by certified mail, return receipt requested, postage prepaid, two (2) business days after it is posted with the United States Postal Service, (ii) if given by nationally recognized overnight courier service, delivery charges prepaid, on the day it is delivered, as evidenced by the delivery receipt, or (iii) upon refusal of delivery. Such notice shall be sent to the respective party at the address designated below or to any other address that the respective party may designate by notice delivered pursuant hereto:

IF TO LANDLORD: 1 East Franklin Street
Hagerstown MD 21740
Attn: Mr. Scott A. Nicewarner, City Administrator

WITH A COPY TO: Jason Morton
Salvatore & Morton, LLC
82 West Washington Street, Suite 100
Hagerstown, MD 21740

IF TO TENANT: Manufacturers and Traders Trust Company
One M&T Plaza
Buffalo, New York 14203
Attention: Corporate Real Estate, 18th Floor

WITH A COPY TO: Manufacturers and Traders Trust Company
1800 Washington Boulevard
Baltimore, MD 21230
Attention: Network Planning/ATM Product

20. Survival. The provisions of Sections 9, 10, 23, 26 and 27 shall survive the termination or expiration of this Agreement.

21. Merger. This Agreement supersedes any prior written or oral negotiations or understandings, and any such negotiations or understandings are merged herein.

22. Representations.

22.1. Landlord warrants and represents to Tenant that the execution and delivery of this Agreement and the performance of the provisions hereof have been duly authorized by all necessary entity action on its part, and this Agreement has been duly and validly executed and delivered by it and constitutes a valid and legally binding agreement enforceable against it in accordance with its terms; and, neither the execution and delivery of this Agreement nor the performance of the provisions hereof is or will constitute a violation of any contract, lease, sublease or other agreement or relationship to which it is a party or by which it is bound or to which the Property is subject. Landlord hereby agrees to indemnify and hold harmless Tenant against any losses, damages, liabilities or expenses of any nature or kind directly or indirectly arising from a breach of this representation, including, but not limited to, any suits, claims, and/or actions having such a violation as their basis.

22.2. Tenant warrants and represents to Landlord that the execution and delivery of this Agreement and the performance of the provisions hereof have been duly authorized by all necessary corporate action on its part, and this Agreement has been duly and validly executed and delivered by it and constitutes a valid and legally binding agreement enforceable against it in accordance with its terms; and, neither the execution and delivery of this Agreement nor the performance of the provisions hereof, is or will constitute a violation of any contract, lease or other agreement or other relationship to which it is a party or by which it is bound. Tenant hereby agrees to indemnify and hold harmless Landlord against any losses, damages, liabilities or expenses of any nature or kind directly or indirectly arising from a breach of this representation, including, but not limited to, any suits, claims, and/or actions having such a violation as their basis.

22.3 Pursuant to United States Presidential Executive Order 13224 ("Executive Order") and related regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, U.S. persons and entities are prohibited from transacting business with persons or entities who, from time to time, are determined to have committed, or to pose a risk of committing or supporting terrorist acts, narcotics trafficking, money laundering and related crimes. Those persons and entities are identified on a list of Specially Designated Nationals and Blocked Persons (the "List"), published and regulated by OFAC. The names, including aliases, of those persons or entities on the List ("Blocked Person") are updated frequently. In addition, OFAC enforces other Executive Orders which, from time to time, impose restrictions on transactions with, or involving certain countries.

22.3.1. Landlord represents and warrants to Tenant that neither it, nor, to its knowledge, any of its respective officers, directors, or council members is acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States

Treasury Department as a terrorist, a Blocked Person, or other banned or blocked person, group, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by OFAC and that it is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

22.3.2. Tenant represents and warrants to Landlord that neither it, nor, to its knowledge, any of its respective officers, directors, partners, or any person or entity that directly or indirectly controls it or has an ownership interest in it of ten percent (10%) or more, is acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, a Blocked Person, or other banned or blocked person, group, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by OFAC and that it is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

23. Environmental Matters. Landlord covenants that the Property will be operated in compliance with all applicable federal, state and local laws, ordinances and regulations (collectively, "Laws") relating to environmental pollutants or hazardous, toxic or similar substances (hereinafter "Pollutants"); and that any generation, handling, transportation, storage, treatment or disposal of Pollutants occurring on the Property will be in compliance with all applicable Law. During the Term, Tenant covenants that the Premises and the Facility will be operated in compliance with all applicable environmental Laws. Tenant shall not generate, handle, transport, store, treat or dispose of Pollutants on the Property except in such limited quantities as are necessary for the permitted use of the Premises and in compliance with all applicable Law. In the event any Pollutants are determined to be located on, in, or affecting the Property, or if the Property is determined to be subject to any past, existing, pending or threatened investigation by any governmental authority under any Law, Landlord shall notify Tenant in writing immediately. Should Landlord be required to contact any governmental or quasi-governmental authorities concerning the Property, Landlord shall so advise Tenant and Tenant shall have the right to be present during any such contacts.

24. Quiet Enjoyment. Tenant, upon payment of Rent, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term without trouble or hindrance.

25. Waiver. The waiver at any time by Landlord or Tenant of any particular provision of this Agreement shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver shall not be constructed or understood as waiving any further or other rights of any character whatsoever.

26. Confidentiality. Except in accordance with Buyer's Charter and Code and in accordance State Law as to open meetings and public information requests, this Contract shall not be recorded in any office or place of public record.

27. No Brokers. Landlord and Tenant represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Facility or this

transaction and each agrees to indemnify the other against and hold the other harmless from any claims by any party with whom the indemnifying party has consulted or negotiated with regard to the Facility or this transaction.

28. Headings. Headings used in this Agreement are for convenience and reference only and shall not be deemed to limit, define, construe or interpret any provision contained herein.

29. The submission of this Lease by Tenant to Landlord for examination does not constitute a reservation of or option for the Premises. This Lease will become effective only upon execution thereof by both parties and delivery thereof to Tenant.

30. If any term or provision of this Lease, or any portion thereof, and the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provisions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

31. Whenever in this Lease a period of time is calculated or stated as a number of days, it shall be construed to mean calendar days, and the day of the act, event or default from which the designated period of time begins to run shall not be included; provided, however, that when any period of time would end on a Saturday, Sunday or legal holiday, such period shall be deemed to end on the next day following which is not a Saturday, Sunday or legal holiday.

32. This Lease may be executed in one or more counterparts by original signatures, and/or signatures transmitted via facsimile or portable document file. The transmission of a signed counterpart of this Lease by facsimile or by portable document file shall have the same force and effect as delivery of an original signed counterpart of this Lease and shall constitute valid and effective delivery for all purposes.

[end of text – signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered on or as of the date first above written.

WITNESS/ATTEST:

CITY OF HAGERSTOWN

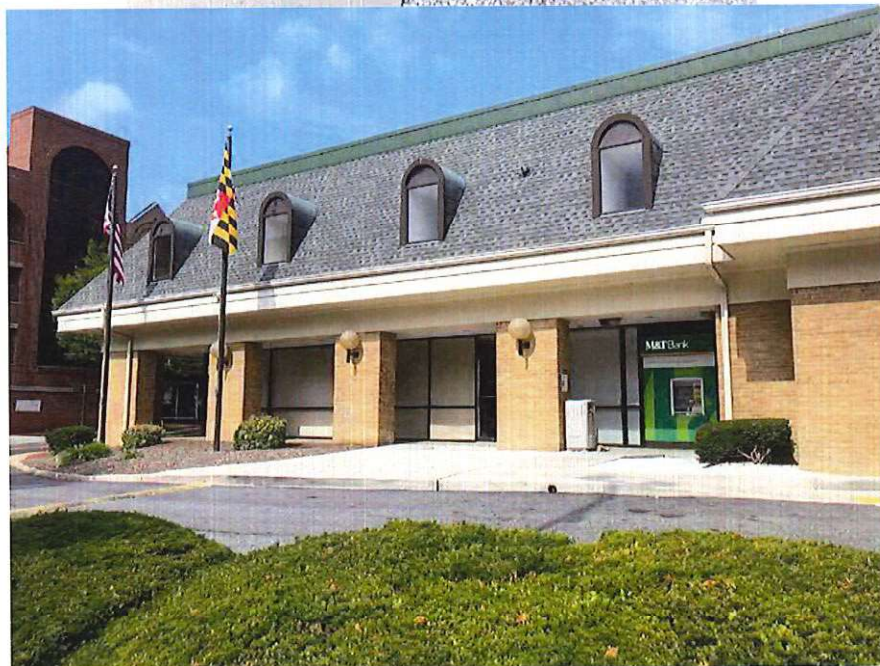
By: _____
Emily N. Keller
Mayor

WITNESS/ATTEST:

MANUFACTURERS AND TRADERS
TRUST COMPANY

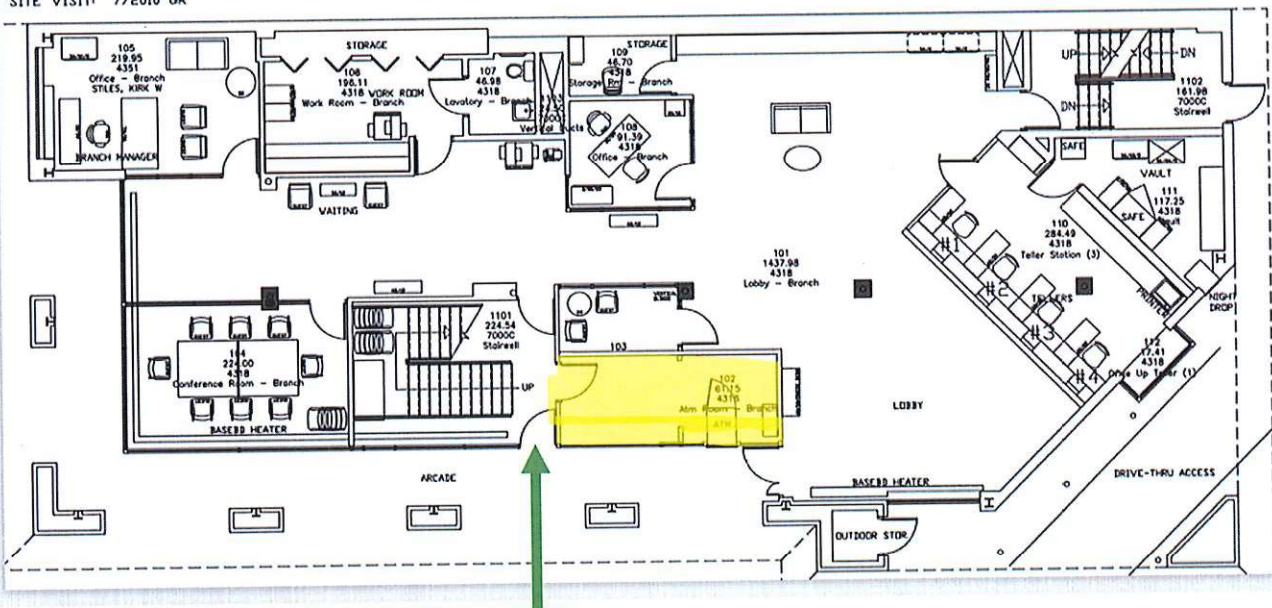
By: _____
Name: Howard Block
Title: Vice President

Exhibit A



ATM Room for leave behind M&T Bank ATM

SITE VISIT: 7/2010 dk



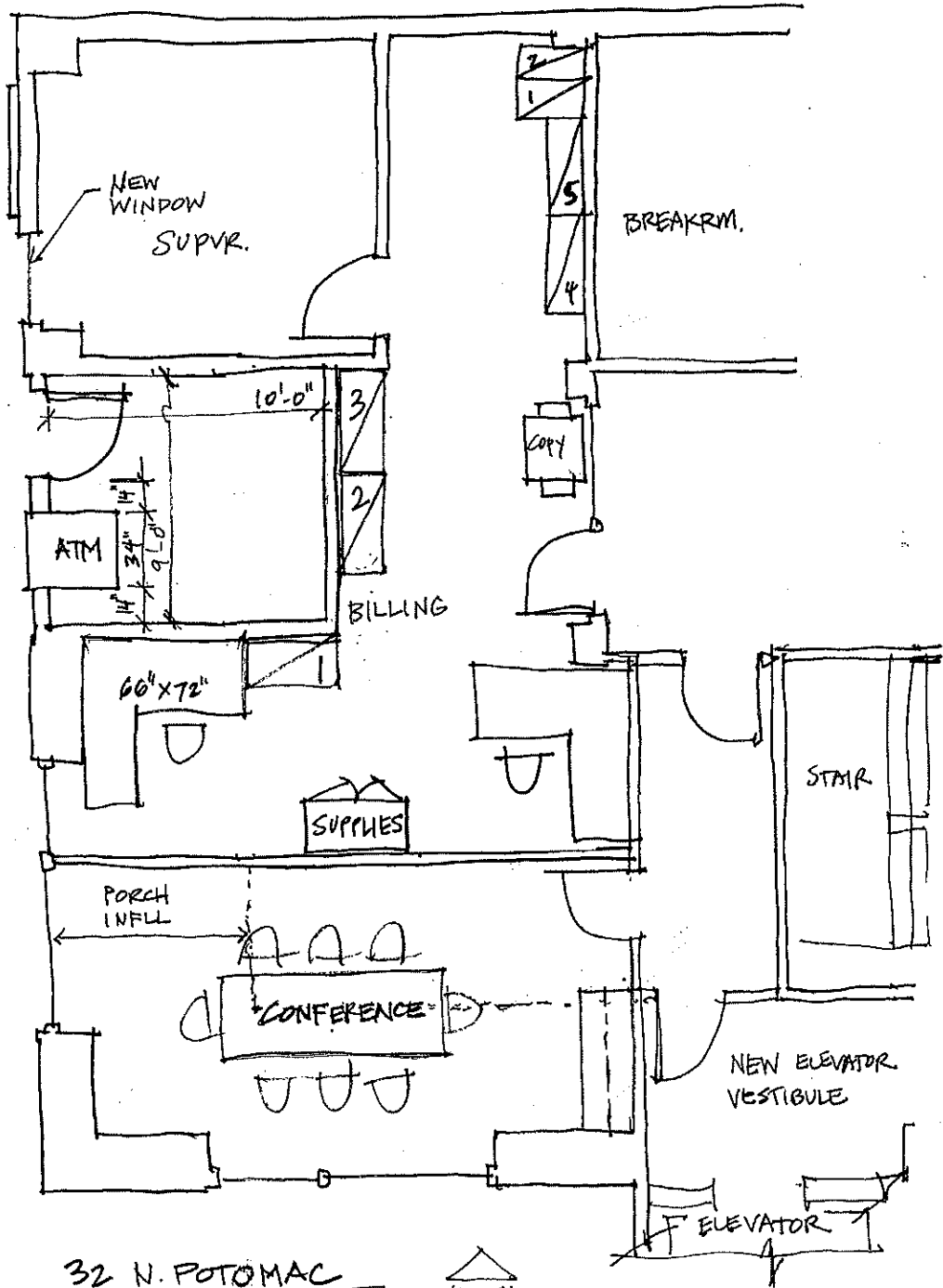
M&T to access door to service ATM

Exhibit B

M & T Bank ATM Room Buildout Requirements

- 10'x10' room, or site-specific comparable per attached drawings
- Minimum 5/8" drywall, metal studs
- Walls/studs to deck and insulated
- Must maintain 70 degrees at all times
- 60 AMP breaker pull station with three (3) 20 AMP duplex receptacles
- Lighting - Two (2) 2x4 or four (4) 2x2 fixtures
- Solid wood or metal door; MTB will supply door hardware
- Acoustical ceiling
- Separate entrance for servicing
- Must meet ADA requirements
- Must pass ATM Lighting requirements; lighting survey will need to be done MTB contractor to determine
- HVAC

POTOMAC STREET



32 N. POTOMAC
9.24.21 1/4" = 1'-0" ±





32 N. POTOMAC ST.



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

Topic:

Introduction of an Ordinance: Sale of a Portion of Property and Purchase Agreement with GB&J's, LLC

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_and_Ordinance_-_
_Sale_and_Purchase_Agreement_with_GB_J_s_LLC.pdf
GBJ_s_Purchase_Exhibit_A.pdf

Description

Motion and Ordinance -
GB&J's LLC
Exhibit A

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: October 26, 2021

TOPIC: Introduction Of An Ordinance: For The Sale Of A Portion Of The Property
And Authorizing The Execution And Delivery Of A Purchase Agreement
Between The City And GB&J's LLC

Charter Amendment	☐
Code Amendment	☐
Ordinance	☒
Resolution	☐
Other	☐

MOTION: I hereby move for the Introduction of an Ordinance for the sale of a portion of property known as Lot 1 and located on Eastern Boulevard South, Hagerstown, Maryland authorizing the execution and delivery of the attached Purchase Agreement between the City and GB&J's LLC.

DATE OF INTRODUCTION: 10/26/2021
DATE OF PASSAGE: 11/23/2021
EFFECTIVE DATE: 12/24/2021

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO APPROVE THE SALE
OF A *PORTION* PROPERTY KNOWN AS
LOT 1 and LOCATED ON EASTERN BOULEVARD SOUTH,
HAGERSTOWN, MARYLAND
AND AUTHORIZING EXECUTION AND DELIVERY OF A
PURCHASE AGREEMENT BETWEEN THE CITY AND GB& J's LLC**

RECITALS

WHEREAS, the City of Hagerstown, hereinafter called "the City," is the owner of that certain parcel of real property consisting of 9.4752 acres located in Hagerstown, Washington County, Maryland, and more particularly described as follows:

Lot 1 as shown on the subdivision plat entitled "Final Plat of Subdivision of Municipal Electrical Light Plant Property," dated February 2, 1993, and prepared by Frederick Siebert & Associates, Inc., and recorded among the Land Records of Washington County in Plat Book 3988, and also described in a deed dated December 15, 2006, to the City and recorded among the same said Land Records at Liber 3189, folio 0173 (said parcel is hereafter referred to as "Lot 1");

WHEREAS, the City is presently leasing to GB&J's, LLC, a Maryland limited liability company, a portion of Lot 1, comprising approximately 0.51 acres and upon which an operating electrical substation is located ("the Substation Property.") The parties entered into a written Lease Agreement as to the Substation Property on February 26, 2021, for a period of one (1) year (the "Substation Lease");

WHEREAS, GB&J's desires to purchase the Substation Property, as well as all improvements thereon, and some additional property located between the Substation Property and Eastern Boulevard South (collectively "the Acquired Property"). The Acquired Property is approximately 0.75 acres;

WHEREAS, the Acquired Property to be conveyed to GB&J's in fee simple is shown and described on the drawing dated July 19, 2021 and attached to the Purchase Agreement, which is incorporated herein; and

WHEREAS, in exchange for conveyance of the Acquired Property, GB&J's agrees to (i) pay the City the monetary consideration of TWO HUNDRED THOUSAND DOLLARS and 00/100 CENTS (\$200,000.00); and

WHEREAS, the City has determined that the Acquired Property is no longer needed for a public purpose; and

WHEREAS, the introduction of this Ordinance shall constitute the twenty (20)-day notice of the proposed transfer as required by law; and

WHEREAS, attached hereto and incorporated herein is a Purchase Agreement, for the purchase of the Acquired Property; and

WHEREAS, the Purchase Agreement requires GB & J's to pay the City's attorney's fees incurred in the negotiation, preparation and consummation of this Purchase Agreement and the engineering costs incurred in connection with the subdivision of the Acquired Property; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to enter into said Purchase Agreement.

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the Mayor and Council find that the Acquired Property is not needed for any public purpose.
3. That the sale of the Acquired Property pursuant to the terms of the attached Purchase Agreement is hereby approved.
4. That the Mayor be and is hereby authorized to execute and deliver the Purchase Agreement with GB & J's, LLC, a copy of which is attached hereto and incorporated herein by reference.
5. That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this ordinance and satisfy the terms of the aforesaid Purchase Agreement.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler,
City Clerk

Emily N. Keller, Mayor

Date of Introduction: October 26, 2021
Date of Passage: November 23, 2021
Effective Date: December 24, 2021

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “**Agreement**”) is entered into this _____ day of _____ 2021 (the “**Effective Date**”), by and between the **CITY OF HAGERSTOWN**, a Maryland municipal corporation (the “**City**”) and **GB&J’s, LLC**, a Maryland limited liability company (the “**GB&J’s**”).

RECITALS

A. The City is the owner of that certain parcel of real property consisting of 9.4752 acres located in Hagerstown, Washington County, Maryland, and more particularly described as follows:

Lot 1 as shown on the subdivision plat entitled “Final Plat of Subdivision of Municipal Electrical Light Plant Property,” dated February 2, 1993, and prepared by Frederick Siebert & Associates, Inc, and recorded among the Land Records of Washington County in Plat Book 3988, and also described in a deed dated December 15, 2006, to the City and recorded among the same said Land Records at Liber 3189, folio 0173 (said parcel is hereafter referred to as “Lot 1”);

B. The City is presently leasing to GB&J’s a portion of Lot 1, comprising approximately 0.51 acres and upon which an operating electrical substation is located (“the Substation Property.”) The parties entered into a written Lease Agreement as to the Substation Property on February 26, 2021, for a period of one (1) year (the “Substation Lease”);

C. GB&J’s desires to purchase the Substation Property, as well as all improvements thereon, and some additional property located between the Substation Property and Eastern Boulevard South (collectively “the Acquired Property”). The Acquired Property is approximately 0.75 acres;

D. The Acquired Property to be conveyed to GB&J’s in fee simple is shown and described on the drawing dated July 19, 2021 and attached hereto and incorporated herein as **Exhibit A**; and

E. In exchange for conveyance of the Acquired Property, GB&J’s agrees to (i) pay the City the monetary consideration provided for herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are made a part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Incorporation of Recitals and Defined Terms. GB&J’s and the City agree that the foregoing Recitals are true, complete, and hereby incorporated by reference.

2. Monetary Consideration. GB&J’s agrees to purchase and the City agrees to sell the fee simple the Acquired Property for the purchase price of TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00) (the “**Monetary Consideration**”).

3. Closing. Closing on the transfer of the Acquired Property from the City to GB&J’s (the “**Closing**”) shall occur within FIFTEEN (15) days immediately following satisfaction of the Closing Conditions (defined below). No later than FIVE (5) days prior to Closing, the City shall provide to GB&J’s for review and approval (not to be unreasonably withheld, conditioned or delayed), a draft Special Warranty Deed (the “**Deed**”) for the conveyance of the Acquired Property, which contains special warranty and a covenant of further assurances and which also contains a reservation of rights entitling GB&J’s an easement for the access road from Eastern Boulevard South to the Acquired Property and depicted on Exhibit A.

At Closing, the City shall deliver *inter alia* the final, executed Deed, the form and substance of which shall be mutually agreeable to the City and GB&J's, and GB&J's shall deliver *inter alia* the Monetary Consideration. GB&J's shall be responsible for paying all settlement/closing fees, title search and title insurance costs, and all other costs and expenses related to or arising from Closing. GB&J's also shall promptly reimburse the City for (1) its attorney's fees incurred in the negotiation, preparation and consummation of this Purchase Agreement; and (2) the engineering costs incurred in connection with the subdivision of the Acquired Property. The City shall be responsible for any real property taxes or utility service charges due, but unpaid as of the date of Closing.

4. Title. Buyer shall have the right to inspect the status of title to the Property. Promptly after execution hereof, Buyer may obtain at Buyer's expense a title report or title commitment ("**Commitment**") and, at Buyer's election, a UCC lien search for the Property. Buyer may also obtain, at Buyer's sole cost and expense, a current ALTA/ASCM survey of the Property. In the event the Commitment discloses or Buyer becomes aware of any lien on the Property created by City that can be discharged or satisfied by the payment of money ("**Monetary Title Matters**"), City shall discharge or satisfy such Monetary Title Matters on or prior to the Closing Date. If City fails to discharge or satisfy any such Monetary Title Matters as aforesaid, Buyer, at its sole option, and in addition to any other rights and remedies it may have under this Agreement, at law and/or in equity, shall have the right to discharge and satisfy the same from the proceeds of the Purchase Price to be paid to City at closing. Title to the Property shall be subject only to the following matters: (i) the lien of real estate taxes and sewer and water rents not yet due and payable; and (ii) such matters appearing on the Commitment to which Buyer shall fail to object (collectively, the "**Permitted Exceptions**"). Title to the Property shall be insurable, together with such title insurance endorsements as Buyer may reasonably request, at regular rates (including applicable rates for such endorsements) from a title insurance company licensed in the State of Maryland and selected by Buyer. In the event Buyer's review of title to the Property reveals any matters that are unacceptable to Buyer in its sole and absolute discretion (other than Monetary Title Matters which City is required to remedy as aforesaid), Buyer shall notify City thereof within thirty five (35) days after the Effective Date (the "**Objection Notice**"). Within ten (10) days after receipt of the Objection Notice, City shall notify Buyer in writing, whether City shall undertake to cure such unacceptable exception(s). In the event City elects not to cure any unacceptable exception or is unable with the exercise of due diligence to satisfy said objection before the Closing Date, Buyer may, at its option, either (a) accept title subject to the objections raised by Buyer, without an adjustment of the Purchase Price, in which event each of said objections shall be deemed waived for all purposes and considered a Permitted Exception, or (b) terminate this Agreement. If Buyer shall terminate this Agreement, then (i) this Agreement shall be deemed to have terminated as of the date of Buyer's notice without need for any further action by either party, and (ii) neither Buyer nor City shall have any further obligations to one another hereunder, except for those which expressly survive termination of this Agreement.

5 Representations and Warranties of City. City hereby makes the following representations to Buyer, all of which are made as of the Effective Date and shall be true and correct in all material respects on and as of the Closing Date.

5.1 Enforceability: Authorization. This Agreement and the documents, affidavits, certificates and other instruments to be executed and delivered by City pursuant hereto are, or will be when executed and delivered by City, the legal, valid and binding obligations of City and enforceable against City in accordance with its terms. City has obtained all consents necessary for, and possesses full authority and legal right to authorize City's entry into and performance of this Agreement, the documents, affidavits, certificates and other instruments to be executed and delivered by City pursuant hereto and/or the transactions contemplated hereby or thereby. Other than this Agreement and the aforementioned Lease Agreement dated February 26, 2021, there are no other oral or written agreements relating to the use, occupancy or possession of the Acquired Property that would prohibit, interfere or in any way restrict Buyer's use thereof.

5.2 Ownership of the Property. City is the fee simple record and beneficial owner of the Acquired Property. No person or entity has an option, right of first refusal or other similar right to acquire all or any portion of the Acquired Property. City has performed all obligations under and is not in default in complying with the terms and provisions of any covenants, conditions, restrictions, rights-of-way or easements applicable to the Acquired Property.

5.3 No Conflicts. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which City is a party.

5.4 Third Party Consents. All consents required from any governmental authority or third party in connection with the execution and delivery of this Agreement by City or the consummation by City of the transactions contemplated hereby have been made or obtained or shall have been made or obtained by the Closing Date.

5.5 Condemnation, Violation of Laws, Etc. City has not received notice of, and, to City's knowledge, there are no existing violations of any federal, state, county or municipal laws, ordinances, orders, codes, regulations or requirements affecting all or any portion of the Acquired Property, including, without limitation, violations of housing, building, safety, health, environmental, fire or zoning ordinances, codes and regulations of the respective jurisdictions within which the Acquired Property is located or any certificate(s) of occupancy issued for the Acquired Property.

5.6 No Flood Hazard Area. To the best of City's actual knowledge with no duty to investigate, no portion of the Acquired Property is located in an area designated by any governmental entity as a flood hazard area.

5.7 Hazardous Conditions. City makes no representation as to any: (A) claims, complaints, notices, or requests for information received by City with respect to any alleged violation of any Environmental Law with respect to the Acquired Property, or (B) claims, complaints, notices, or requests for information to City regarding potential or alleged liability under any Environmental Law with respect to the Acquired Property.

For purposes of this Agreement, "**Environmental Law**" shall mean: (i) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§9601 et seq.) as amended; (ii) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), as amended; (iii) the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), as amended; (iv) the Clean Air Act (42 U.S.C. §§ 7401 et seq.) as amended; (v) the Clean Water Act (33 U.S.C. §§ 1251 et seq. as amended; (vi) the Toxic Substances Control Act (15 U.S.C. §§2601 et seq. as amended; (vii) the Hazardous Materials Transportation Act (49 U.S.C. §§1801 et seq./h as amended; (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), as amended; (ix) the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as amended; (x) any state, county, municipal or local statutes, laws or ordinances similar or analogous to the statutes listed in parts (i) -(ix) of this definition; (xi) any amendments to the statutes, laws or ordinances listed in parts (i) -(x) of this definition, regardless of whether the same are in existence on the date hereof; (xii) any rules, regulations, guidelines, directives, orders or the like adopted pursuant to or to implement the statutes, laws, ordinances and amendments listed in parts (i) - (xi) of this definition; and (xiii) any other law, statute, ordinance, amendment, rule, regulation, guideline, directive, order or the like relating to environmental or other matters covered by the foregoing.

5.8 Bankruptcy Matters. City is not the subject of, nor has City received any written notice of or threat that it has or will become the subject of, any actions or proceedings under the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq. ("Bankruptcy Code"), or under any other federal, state or local laws affecting the rights of debtors and/or creditors generally, whether voluntary or involuntary and including, without limitation, proceedings to set aside or avoid any transfer of any interest in property or obligations, whether denominated

as a fraudulent conveyance, preferential transfer or otherwise, or to recover the value thereof or to charge, encumber or impose a lien thereon.

5.9 FIRPTA. City is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "**Code**"), and the sale of the Property is not subject to the federal income tax withholding requirements of such section of the Code.

5.10 Mechanic's Liens. There are no claims for labor performed, materials furnished or services rendered in connection with the development, construction, improvement, renovation or repair of the Acquired Property with respect to which liens may or could be filed against the Acquired Property, either pending or threatened.

5.11 Tax Matters. No federal or other taxing authority (each, a "**Taxing Authority**" and collectively, the "**Taxing Authorities**") has asserted in writing any tax deficiency, lien, interest or penalty against City or the Acquired Property that has not been paid, and there is no pending audit or inquiry from any Taxing Authority relating to City or the Acquired Property, and to City's knowledge, no event has occurred and no condition or circumstance exists which presents a material risk that any tax deficiency, lien, interest, penalty or other assessment will be imposed against City or the Acquired Property.

5.12 Re-Zoning. City is not a party to, nor does City have any actual knowledge of, any threatened proceeding for the rezoning of the Acquired Property or any portion thereof, or the taking of any other action by governmental authorities that would have an adverse or material impact on the value of the Acquired Property or use thereof.

5.13 Condemnation. City has not received any written notice advising it of any pending or threatened condemnation or other governmental taking proceedings affecting all or any part of the Acquired Property.

5.14 Litigation. There is no action, suit, inquiry, proceeding or investigation by or before any court or other governmental entity pending or, to the knowledge of the City, overtly threatened against or involving City or the Acquired Property that might reasonably be expected to have a material adverse effect on the City or the Acquired Property, or that questions or challenges the validity of this Agreement or any action taken or to be taken by City pursuant to this Agreement.

5.15 As-Is Sale. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, IT IS UNDERSTOOD AND AGREED THAT CITY IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR ANY PERSONAL PROPERTY THEREIN, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES AND AGREES THAT UPON SETTLEMENT CITY SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY 'AS IS, WHERE IS, WITH ALL FAULTS', EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS CONTRACT. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND CITY IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS CONTRACT. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

6 Closing Conditions.

6.1 Subdivision. A subdivision plat (the “**Subdivision Plat**”) for the Acquired Property to be transferred in fee simple shall have received final approval from all applicable State, County and City agencies and be in recordable form at or immediately prior to Closing. The City shall be responsible for preparing and securing all approvals of the Subdivision Plat, and GB&J’s shall cooperate to the extent necessary to effect the Subdivision.

6.2 City Representations and Warranties. The representations and warranties of the City contained in Section 5 hereof shall be true and correct in all material respects as of the Closing Date, except to the extent that the Buyer has waived any such representations and warranties in writing.

6.3 Title. Title to the Acquired Property shall be in such condition as required under Section 4 of this Agreement.

7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees. This Agreement shall also be deemed to run with the land.

8 Notice. Notices and other communications required or permitted to be given hereunder shall be deemed to have been duly given if in writing and delivered by recognized overnight delivery service, or by fax (with a hard copy to be sent promptly thereafter by overnight delivery), as follows:

To GB&J’s

GB&J’s, LLC
Attn: Greg Rochlin, Manager
850 Kenilworth Drive
Towson, Maryland 21203

With a copy to:
Bill Palmer
188 Success Drive, Suite 100
McConnellsburg, PA 17233

Timothy J. Pursel, Esquire
Pursel & Drinkard, LLC
11265 Dovedale Court
Marriottsville, MD 21104

To the City

Nathan Fridinger,
City of Hagerstown
Light Department
425 East Baltimore Street
Hagerstown, Maryland 21740

With a copy to:
Jason Morton
Salvatore & Morton, LLC
83 West Washington Street, Suite 100
Hagerstown, Maryland 21740

Donna K. Spickler
City of Hagerstown
City Clerk
1 East Franklin Street
Hagerstown, Maryland 21740

9 **Governing Law.** Regardless of its place of execution, this Agreement shall be governed by the laws of the State of Maryland as to interpretation, construction, and performance, and without regard to its conflicts of law principles.

10 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, there being no other terms, oral or written, except as herein expressed.

11 **Counterparts.** This Agreement (i) may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument; (ii) may be executed by copies of physically signed documents exchanged via email attachment in PDF format or equivalent.

12 **Exhibits Incorporated.** Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

13 **Amendments.** This Agreement may be amended, changed or modified only by written amendment executed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless in writing signed by the party charged.

14 **Further Agreements.** GB&J's and the City shall at any time and from time to time after Closing, upon request of the other, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, conveyances and assurances as may reasonably be required for the better conveying, transferring, assuring and confirming the terms and conditions contemplated herein.

15 **Time of the Essence.** Time shall be of the essence of this Agreement.

16 **Survival.** The obligations, agreements and covenants contained herein or liabilities accrued under this Agreement which, by their terms, require their performance after the expiration or termination of this Agreement shall be enforceable after the Closing or other *de jure* termination of this Agreement, the parties specifically acknowledging that the Closing and the execution and recordation of deeds contemplated herein shall not terminate the obligations of the parties that are intended and by their terms survive the Closing. The representations and warranties of the City contained in Section 5 hereof shall survive the Closing for the applicable statute of limitations.

17 **Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

18 **Waiver.** Neither party's waiver of the other's breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition in this Agreement.

19 **Assignment.** This Agreement may not be assigned by either party without the express written consent of each party. However, GB&J's shall have the right to assign this Agreement without the consent of the City to (1) any entity resulting from a merger or consolidation with GB&J's or any organization purchasing substantially all of GB&J's's assets, (2) any entity succeeding to substantially all the business and assets of GB&J's, (3) any entity controlling, controlled by or under common control with GB&J's, or (4) any entity resulting from the reorganization of GB&J's outside of bankruptcy organization.

20 **Headings.** Headings are intended only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement.

[Signatures contained on following page]

IN WITNESS WHEREOF, the GB&J's and the City have executed this Agreement as of the date set forth above.

ATTEST:

CITY OF HAGERSTOWN

Donna K. Spickler, City Clerk

By: _____
Emily N. Keller, Mayor

STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I HEREBY CERTIFY that on this ____ day of _____ 2021, before me, the Subscriber, Notary Public in and for the State and County aforesaid, personally appeared Emily N. Keller, Mayor, and she acknowledged the foregoing instrument to be her act and deed on behalf of the City of Hagerstown and she did further certify that she is duly authorized to make this acknowledgement on its behalf and that she is duly authorized to execute this Purchase Agreement on its behalf.

WITNESS my hand and Notarial Seal this ____ day of _____ 2021.

Notary Public

My commission expires: _____

ATTEST:

GB&J's, LLC

Name: Greg Rochlin
Title: Manager

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this ____ day of _____ 2021, before me, the Subscriber, Notary Public in and for the State and County aforesaid, Greg Rochlin personally appeared and acknowledged the foregoing instrument to be his act and deed and he did further certify that he is the Manager of GB&J's, LLC, and is duly authorized to execute this Purchase Agreement on its behalf.

WITNESS my hand and Notarial Seal this ____ day of _____ 2021.

Notary Public

My commission expires: _____

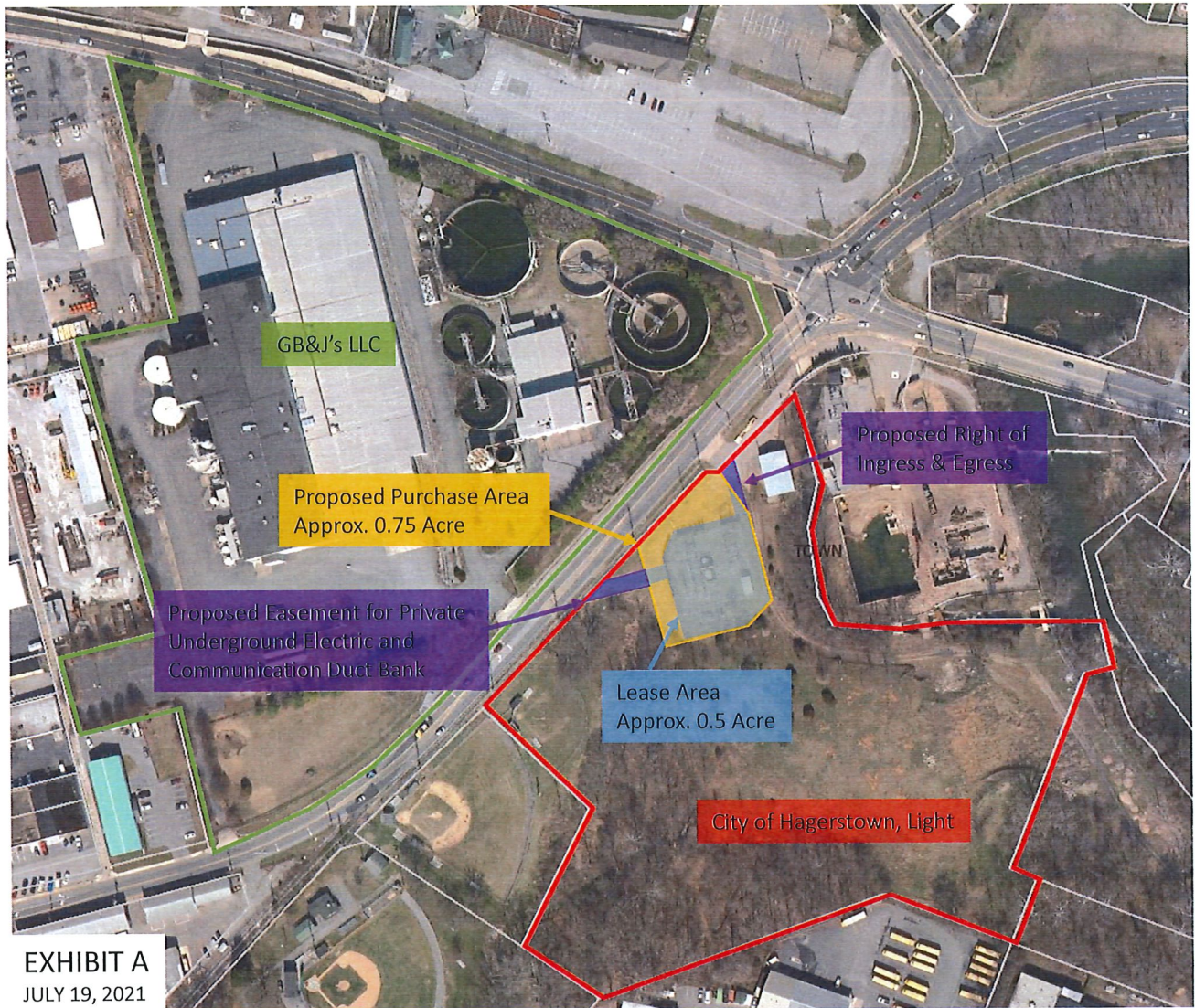
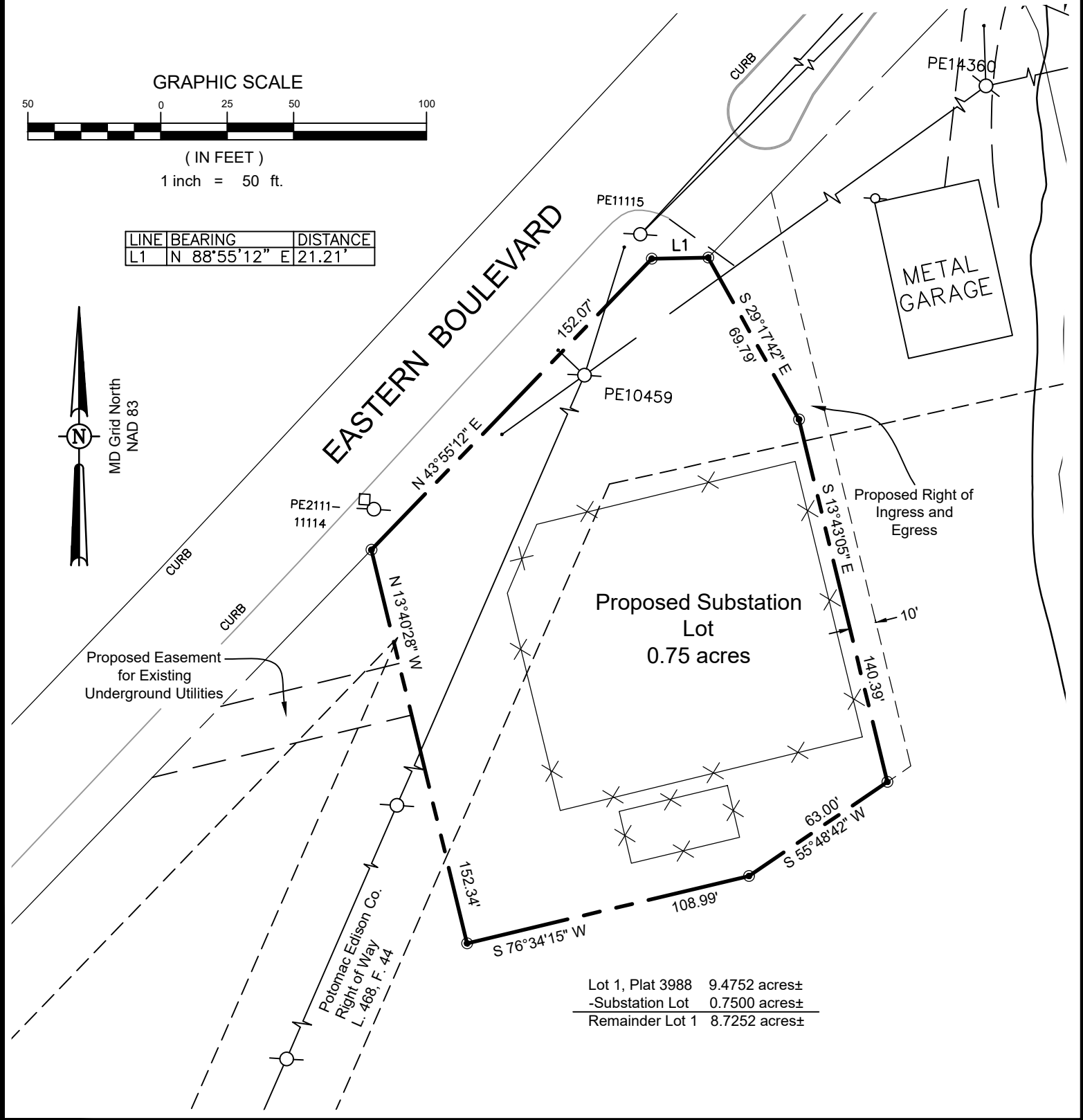


EXHIBIT A
JULY 19, 2021

Concept Drawing
of
0.75 Acre Substation Lot
to be Conveyed by the City of Hagerstown,
Hagerstown Light Department

EXHIBIT A



Tax Map		311-973	
DWN BY DHH	DATE 8-11-2021	FSA FREDERICK, SEIBERT & ASSOCIATES, INC. CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS 128 SOUTH POTOMAC STREET HAGERSTOWN, MD 21740 301.791.3650 20 WEST BALTIMORE STREET GREENCASTLE, PA 17225 717.597.1007 505 SOUTH HANOVER STREET CARLISLE, PA 17013 717.701.8111 15 EAST MAIN STREET NEW BLOOMFIELD, PA 17068 717.567.3680	
PROJECT MANAGER F. Frederick	EMAIL ffrederick@fsa-inc.com		
SCALE 1" = 50'		PROJECT NO. 2594.SS	
SHEET 1 OF 1			

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

Topic:

Approval of a Resolution: Acceptance of Railway Occupancy Agreement with CSX Transportation, Inc. - Sanitary Sewer Lining along West Washington Street

Mayor and City Council Action Required:

Approval of a Resolution for a CSX Right-of-Way Occupancy Agreement

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CSX_Easement_Resolution_and_Motion_Collection_System_Rehab_Phase_1B_10262021.pdf	Resolution - CSX ROW Occupancy Agreement

CITY OF HAGERSTOWN



425 East Baltimore Street
Hagerstown, MD 21740-6105

UTILITIES DEPARTMENT

51 West Memorial Blvd
Hagerstown, MD 21740-6848

October 14, 2021

TO: Scott Nicewarner, City Administrator

FROM: Kellen Douglas, Water and Wastewater Engineer
Nancy Hausrath, Director of Utilities

SUBJECT: **CSX Railroad Crossing – Collection System Rehab – Phase 1B**

ACTION: Request Mayor and City Council acceptance of the CSX ROW Occupancy Agreement

BACKGROUND:

The next phase in the rehabilitation of the City of Hagerstown's sanitary sewer collection system utilizing Cured-In-Place (CIPP) lining will include the sewer runs on McPherson Street and West Washington Street. The sewer run along West Washington St will pass through the CSX railroad right of way. Due to the age of this sewer run, no acceptable agreement exists with CSX transportation. Therefore, CSX has requested that an updated agreement be executed with the City of Hagerstown for operation and maintenance of the existing sewer line within the CSX railroad right of way.

ACTIONS BY THE CITY OF HAGERSTOWN:

The CSX Agreement attached to this memo is the Facilities Encroachment Agreement that defines the terms under which the City of Hagerstown will own, operate and repair the sanitary sewer pipe within the CSX right of way. This agreement will become effective upon each entities signature on the agreement. The actual sewer lining work will be included in an upcoming project and will be performed by an outside Contractor. The Contractor will be required to meet the insurance requirements within this agreement which will be included in the bid documents.

The next step in the process is to take action of the Facilities Encroachment Agreement attached to this memo.

All related documents have been reviewed by legal counsel to ensure compliance with all applicable standards and/or requirements.

City staff is available for any questions related to the CSX agreement.

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: October 26, 2021

TOPIC: **Approval of a Resolution: Acceptance of a Railway Occupancy Agreement between the City of Hagerstown and CSX Transportation Inc for a sanitary sewer lining along West Washington St.**

Charter Amendment	☐
Code Amendment	☐
Ordinance	☐
Resolution	☒
Other	☐

MOTION: I hereby move that the Mayor and City Council approve a Resolution of the Mayor and Council of the City of Hagerstown, Maryland to enter into a right of way encroachment agreement for the lining of a 20" sanitary sewer across a CSX Transportation, Inc right of way along West Washington St for the continued rehabilitation of the City of Hagerstown Sanitary Sewer System.

DATE OF INTRODUCTION: 10/26/2021
DATE OF PASSAGE: 10/26/2021
EFFECTIVE DATE: 10/26/2021

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION TO APPROVE
A FACILITY ENCROACHMENT AGREEMENT
WITH CSX TRANSPORTATION, INC. ("CSX")
FOR THE RIGHT TO CONSTRUCT, MAINTAIN AND REPAIR CERTAIN
FACILITIES OVER PROPERTY OWNED OR
CONTROLLED BY CSX**

RECITALS

WHEREAS, the Mayor and Council of the City of Hagerstown, Maryland, is a municipal body corporate and politic ("City"), and CSX Transportation, Inc., is a Virginia corporation, with a mailing address of 500 Water Street, Jacksonville, Florida 32202 (hereinafter "CSX"). The City and CSX are hereinafter referred to in this Resolution collectively as "the Parties;"

WHEREAS, CSX is the owner of (or controls) certain real property located on West Washington Avenue to West Antietam Street, in Hagerstown, Washington County, Maryland ("the CSX Property");

WHEREAS, the City desires to construct certain facilities, namely one (1) twenty inch (20") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Hagerstown, Washington County, Maryland, Milepost BAE-86.82, Latitude N39:38:41., Longitude W77:43:34 ("Facilities") over, under or across the CSX Property, as shown on Exhibit A of the attached Facility Encroachment Agreement ("Agreement");

WHEREAS, the attached Agreement shall govern the terms by which the City shall construct, maintain and/or repair the Facilities; and

WHEREAS, the Parties deem this Agreement to be mutually beneficial to determine the terms by which the Facilities shall be constructed, maintained and/or repaired; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to enter into said Agreement.

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth *verbatim*.

2. That the Mayor be and is hereby authorized to execute and deliver to CSX Transportation, Inc. the Facility Encroachment Agreement, a copy of which is attached hereto and incorporated herein by reference, and to execute any additional documentation required to effectuate the purposes of this Resolution.

BE IT FURTHER RESOLVED THAT this resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler,
City Clerk

Emily N. Keller, Mayor

Date of Introduction: October 26, 2021
Date of Passage: October 26, 2021
Effective Date: October 26, 2021

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, Made and effective as of _____, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF HAGERSTOWN, a municipal entity under the laws of the State of Maryland, whose mailing address is 1 E. Franklin Street, Hagerstown, Maryland 21740, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) twenty inch (20") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Hagerstown, Washington County, Maryland, Milepost BAE-86.82, Latitude N39:38:41., Longitude W77:43:34.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structure(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its agent or contractor ("Licensee's Contractor") with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensors.

1.4 The term Licensors Facilities, as used herein shall include Licensors' track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus other property, or any appurtenances thereto and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensors a one-time nonrefundable Encroachment Fee of FIVE HUNDRED AND 00/100 U.S. DOLLARS (\$500.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensors' current administrative and document preparation fees for the cost incurred by Licensors in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensors), any additional annual taxes and/or periodic assessments levied against Licensors or Licensors' property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensors shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees it shall not assess Licensors any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensors (CSXT Specifications), or Licensee's

particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the

completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whosoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor.

9.3 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.4 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.5 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.6 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.7 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.8 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance

coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's Contractor's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and without waiver of the sovereign immunity of Licensee, securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor,

- i) Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per

occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

OR

ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 301-739-8577.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of

such revocation; and Licensee shall reimburse Licensors for any loss, cost or expense Licensors may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensors occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensors' title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensors does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensors in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensors to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensors, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensors under any other facts or rights, Licensors merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensors continues its own occupation, use or control. Licensors does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensors in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensors' existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensors for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensors' title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensors' property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the State of Maryland, but without regard to its conflicts of law principles.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

19. CONTRACTOR'S ACCEPTANCE:

19.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF HAGERSTOWN

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Schedule "A"

CONTRACTOR'S ACCEPTANCE

This Amendment is and shall be a part of Agreement No. CSX919956, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purpose of performing work in accordance with the Agreement dated _____, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

CSX TRANSPORTATION INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee's Contractor

LICENSEE'S CONTRACTOR

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement

NAME: _____

TITLE: _____

DATE: _____

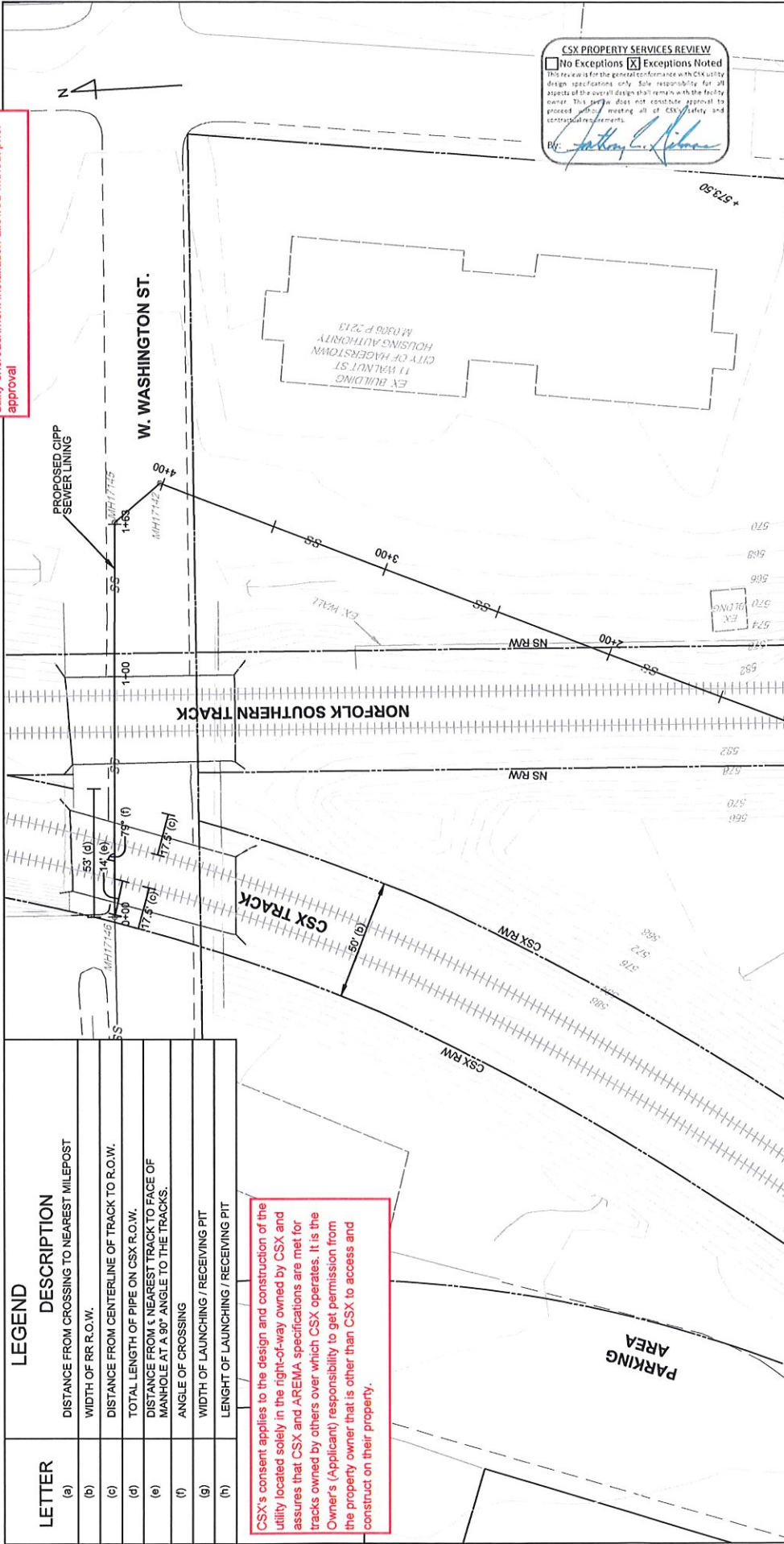
CSX Transportation (CSX) General Notes:

- 1) CSX owns its right-of-way for the primary purpose of operating a railroad, and shall maintain unrestricted use of its property for current and future operations. In the event that relocation of facilities becomes necessary to accommodate the movement of rail traffic, Licensee, at its sole risk and expense, shall be required to relocate and/or remove facilities from the rail corridor of Licensor within a time frame mutually agreed.
- 2) CSX's consent applies to the design and construction of the utility located solely in the right-of-way owned by CSX and assures that CSX and AREMA Standard Specifications are met for tracks owned by others over which CSX operates. It is the utility Owner's (Applicant) responsibility to get permission from the property owner that is other than CSX to access and construct on their property.
- 3) Refer to the CSX's "Design & Construction Standard Specifications Wireline Occupancies" revised December 16, 2016 and "Design & Construction Standard Specifications Pipeline Occupancies" revised June 5, 2018 (4.1.2)
- 4) CSX's signal facilities and/or warning devices at proposed facility crossing, i.e. cantilevers, flashers, and gates are to be located prior to installation.
- 5) No entry or construction on CSX's railroad corridor is permitted until the utility encroachment review and approval process is completed, you are in receipt of a fully executed License agreement and you have obtained authority from the local Road Master.
- 6) At locations where open cut is permitted on CSX's right-of-way and/or railroad corridor, contractor must comply with CSX's D&C Standard Specifications section 4.1.7 Open Cut. Please reference this guidance for instructions on restoring site.
- 7) If bottom of the pit excavation(s) intersect the TREL, interlocking steel sheet piling, driven prior to excavation, must be used. Design plans and computations, sealed by a Licensed Professional Engineer, for steel sheet piles must be provided prior to construction for review and approval.
- 8) Soil that cannot be used or disposed on CSX's right-of-way must be properly disposed at a CSX approved disposal facility.
- 9) Manholes shall not be located on CSX's property where possible. At locations where this is not practical, including longitudinal occupancies, manholes shall be precast concrete sections conforming to ASTM Designation C 478, "Specification for Precast Concrete."
- 10) Pipeline encroachment shall be prominently marked at both sides of the CSX's property lines by durable, weatherproof signs located over the centerline of the pipe in accordance with CSX's D&C Standard Specifications.
- 11) If required, a dewatering plan in accordance with CSX's D&C Standard Specifications will be submitted to the CSX representative for review and approval prior to any dewatering operations.
- 12) Blasting is not permitted on CSX's property.
- 13) Abandoned pipelines shall be removed or completely filled with cement grout, compacted sand, or other methods, as approved by CSX. Abandoned manholes and other structures shall be removed to a minimum depth of 2 feet below finished grade and completely filled with cement grout, compacted sand, or other methods as approved by CSX.
- 14) CSX does not grant or convey an easement for this installation.
- 15) The use of construction safety fencing is required when a CSX Flagman is not present. Distance of fencing from nearest rail to be determined by the CSX Roadmaster and shall be removed upon completion of the project.

Installation within existing casing/carrier only, no new utility encroachment installation allowed without prior approval

LETTER	DESCRIPTION
(a)	DISTANCE FROM CROSSING TO NEAREST MILEPOST
(b)	WIDTH OF RR R.O.W.
(c)	DISTANCE FROM CENTERLINE OF TRACK TO R.O.W.
(d)	TOTAL LENGTH OF PIPE ON CSX R.O.W.
(e)	DISTANCE FROM NEAREST TRACK TO FACE OF MANHOLE AT A 90° ANGLE TO THE TRACKS.
(f)	ANGLE OF CROSSING
(g)	WIDTH OF LAUNCHING / RECEIVING PIT
(h)	LENGTH OF LAUNCHING / RECEIVING PIT

CSX's consent applies to the design and construction of the utility located solely in the right-of-way owned by CSX and assures that CSX and AREMA specifications are met for tracks owned by others over which CSX operates. It is the Owner's (Applicant) responsibility to get permission from the property owner that is other than CSX to access and construct on their property.



CSX PROPERTY SERVICES REVIEW
☐ No Exceptions ☒ Exceptions Noted
This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX safety and construction requirements.
By: *Anthony L. Hagan*

CSX GENERAL NOTES:
REFER TO ENGINEERING SPECIFICATIONS IN THE APPLICATION PACKAGE FOR ADDITIONAL INFORMATION AND GUIDANCE.

SCALE: 1" = 40'

NOTES:

1. THERE IS NO EXCAVATION PROPOSED FOR THIS PROJECT. ALL LINING WORK WILL BE DONE THROUGH EXISTING MANHOLES.
2. ITEMS (g) AND (h) ARE NOT APPLICABLE AS CIPP LINING INSTALLATION WILL REQUIRE NO EXCAVATION.

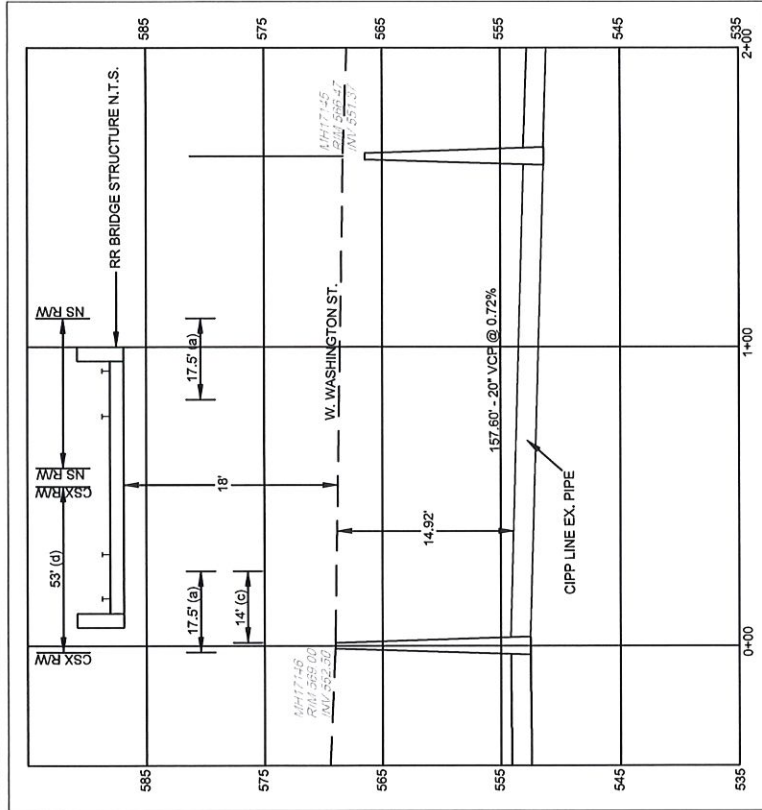
CITY OF HAGERSTOWN
DEPARTMENT OF UTILITIES
WATER AND WASTEWATER DIVISION

CSX RAIL CROSSING
FROM W. WASHINGTON AVE. TO W. ANTIETAM ST.
PLAN VIEW

DRAWN:
ZDR
DATE:
9/25/20
SHEET NO.
1 OF 2

CSX's consent applies to the design and construction of the utility located solely in the right-of-way owned by CSX and assures that CSX and AREMA specifications are met for tracks owned by others over which CSX operates. It is the Owner's (Applicant) responsibility to get permission from the property owner that is other than CSX to access and construct on their property.

Installation within existing casing/corridor only, no new utility encroachment installation allowed without prior approval

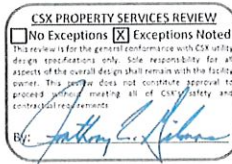


SCALE: HORIZONTAL 1" = 40'
VERTICAL 1" = 10'

LEGEND	
LETTER	DESCRIPTION
(a)	DISTANCE FROM THE CENTERLINE OF TRACK TO CSX R.O.W.
(b)	DISTANCE FROM BASE OF RAIL TO TOP OF PIPE
(c)	DISTANCE FROM CENTERLINE OF NEAREST TRACK TO ACCESS POINT
(d)	TOTAL LENGTH OF PIPE IN CSX R.O.W.
(e)	THEORETICAL EMBANKMENT LINE

CSX GENERAL NOTES:
REFER TO ENGINEERING SPECIFICATIONS IN THE APPLICATION PACKAGE FOR ADDITIONAL INFORMATION AND GUIDANCE.

- NOTES:
1. THERE IS NO EXCAVATION PROPOSED FOR THIS PROJECT. ALL LINING WORK WILL BE DONE THROUGH EXISTING MANHOLES.
 2. ITEM (e) NOT SHOWN SINCE RR IS ON A BRIDGE STRUCTURE AT THIS CROSSING.



CITY OF HAGERSTOWN
DEPARTMENT OF UTILITIES
WATER AND WASTEWATER DIVISION

CSX RAIL CROSSING
FROM W. WASHINGTON AVE. TO W. ANTIETAM ST.
PROFILE VIEW

DRAWN:
ZDR
DATE:
9/25/20
SHEET NO.
2 OF 2

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

Topic:

Approval of a Resolution: Closing Portions of Alley 3-39 and 3-45 to Thru Traffic

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Approval_of_a_Resolution_to_Close_Portions_of_Alley_3-39_and_3-45_to_Thru_Traffic.2021.pdf

Description

Approval of a Resolution to Close Portions of Alley 3-39 and 3-45 to Thru Traffic

REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: October 26, 2021

TOPIC: Approval of a Resolution to Close portions of Alley 3-39 and 3-45 to Thru Traffic

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

MOTION: I hereby move for the approval of a Resolution as part of the City Administrator's "Take Back" project, authorizing the closure of portions of Alleys 3-39 and 3-45 to all thru vehicular and pedestrian traffic per the attached plan. I further authorize staff to implement the plan.

DATE OF PASSAGE: 10/26/21

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE BLOCKAGE OF ALLEYS 3-39
(BIXLER ALLEY) AND 3-45 (MATTHEWS AVE) TO THRU PUBLIC
VEHICULAR AND PEDESTRIAN TRAFFIC AS PART OF THE CITY
ADMINISTRATOR'S 'TAKE BACK' INITIATIVE**

RECITALS

WHEREAS, pursuant to its police powers, the City of Hagerstown maintains a systems of streets, alleys and ways within the corporate limits of the City for the benefit of its citizenry; and

WHEREAS, this system of alleys includes alleys designated as (1) 3-39 (Bixler alley), which alley is located between S. Locust Street and S. Mulberry Street, and (2) 3-45 (Matthews Ave), which alley is located between S. Mulberry Street and S. Cannon Avenue; and

WHEREAS, safety issues have arisen in connection with public vehicular and pedestrian traffic utilizing portions of alleys 3-39 and 3-45; and

WHEREAS, the Mayor and Council has determined that the continued use of the alleys for public vehicular and pedestrian traffic poses significant safety concerns for the general public; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the citizens of the City of Hagerstown to implement the plan to block the alleys to thru public vehicular and pedestrian traffic thereto;

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

1. That the foregoing recitals be and are incorporated herein as if restated verbatim.
2. That Alley 3-39 and Alley 3-45 be closed to thru vehicular and pedestrian traffic by blocking the alleys with appropriate devices, as depicted on the Plan of Traffic Pattern Changes attached hereto as Exhibit A and incorporated herein.
3. That the Hagerstown Police Department and any other department of the City of Hagerstown be and is hereby authorized to take such other and further action as may be necessary or advisable to effectuate the purposes of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

Emily Keller, Mayor

Date of Introduction: October 26, 2021
Date of Passage: October 26, 2021
Effective Date: October 26, 2021



LEGEND

- 23 EXISTING HOUSE NUMBERS
- EXISTING TRAFFIC SIGNAL
- EXISTING & PROPOSED TWO-WAY TRAFFIC
- PROPOSED "NO OUTLET" SIGN
- PROPOSED CONCRETE BARRICADE
- PROPOSED BARRICADE (6' HIGH FENCE)

1

EXHIBIT A

DATE: 09-20-2021	PROJECT: TRAFFIC PATTERN CHANGE	DRAWING NUMBER 2021-169
COMPLAINT No. 2021-169	BIXLER ALLEY & MATTHEW'S AVE.	PAGE 1 OF 1
WORK ORDER No. 2021-xxx	PUBLIC SAFETY/SECURITY	

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

Topic:

Approval of a Resolution: First Amendment to Real Estate Purchase and Sale Agreement for a Portion of 441 South Potomac Street with Columbia Gas of Maryland, Inc.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Motion - Resolution -
_First_Amendment_to_Agreement_for_441_S_Potomac_Street.pdf

Motion - Resolution - First
Amendment for 441 S.
Potomac St.

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: October 26, 2021

TOPIC: **Approval of a Resolution: First Amendment to Real Estate Purchase and Sale Agreement for a Portion of 441 South Potomac Street with Columbia Gas of Maryland, Inc.**

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

MOTION: I hereby move for Mayor and Council approval of a resolution to approve the first amendment to the Real Estate Purchase and Sale Agreement with for a portion of 441 South Potomac Street with Columbia Gas of Maryland, Inc. This amendment extends the settlement date to January 21, 2022.

The Mayor is further authorized to execute and deliver the agreement.

DATE OF PASSAGE: 10/26/2021
EFFECTIVE DATE: 10/26/2021

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION TO APPROVE THE FIRST
AMENDMENT TO REAL ESTATE PURCHASE
AND SALE AGREEMENT FOR A PORTION OF
441 SOUTH POTOMAC STREET WITH COLUMBIA
GAS OF MARYLAND, INC.**

RECITALS

WHEREAS, on May 25, 2021 the Mayor and Council the City of Hagerstown, Maryland (the “City”) approved by Ordinance (the “Ordinance”) the purchase of a portion of the property located at 441 South Potomac Street in Hagerstown, Maryland (hereinafter the “Property”) from Columbia Gas of Maryland, Inc. (“Seller”). The Ordinance was effective June 25, 2021; and

WHEREAS, on July 16, 2021, the Mayor and Council entered into a Real Estate Purchase Agreement with the Seller to purchase the Property, with settlement to occur on or before October 23, 2021;

WHEREAS, both parties now desire an extension of the settlement date to January 21, 2022, as well as an extension of time in which the City may effect subdivision of the Property; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to agree to the extension as set forth in the attached First Amendment to Real Estate Purchase and Sale Agreement;

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the requested extension of the settlement date to January 21, 2022 for the purchase of a portion of 441 South Potomac Street and extension of time in which the City may effect subdivision of the Property be and is hereby approved.
3. That the Mayor be and is hereby authorized to execute and deliver the First Amendment to Real Estate Purchase and Sale Agreement, a copy of which is attached hereto and incorporated herein by reference.
4. That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this

Resolution and satisfy the terms of the aforesaid Amendment to Real Estate Purchase and Sale Agreement.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler,
City Clerk

Emily N. Keller, Mayor

Date of Introduction: October 26, 2021
Date of Passage: October 26, 2021
Effective Date: October 26, 2021

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

**FIRST AMENDMENT TO REAL ESTATE
PURCHASE AND SALE AGREEMENT**

This First Amendment to Real Estate Purchase and Sale Agreement ("First Amendment"), is made as of the _____ day of _____, 2021 ("First Amendment Effective Date"), by and between COLUMBIA GAS OF MARYLAND, INC., a Delaware corporation (the "Seller"), and the CITY OF HAGERSTOWN, a Maryland political subdivision (the "Buyer"). The Buyer and Seller may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Seller and Buyer are parties to that certain Real Estate Purchase Agreement dated July 16, 2021, relating to certain real property located at 441 South Potomac Street, Hagerstown, Maryland (the "Original Agreement"); and

WHEREAS, Seller and Buyer desire to amend the Original Agreement in certain respects as set forth below;

NOW THEREFORE, in consideration of the mutual concessions represented by the amendment hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 2. Land Division of the Original Agreement be and hereby is amended and restated as follows:

2. Land Division. Buyer shall complete all necessary steps and receive all necessary approvals to modify the legal description of the Property and Larger CMD Parcel, to the extent necessary, in order to divide the Property from the Larger CMD Parcel. Seller will have approval rights over the proposed division. The Parties covenant and agree to cooperate with one another to finalize the division in order that Buyer may submit the same to the applicable governmental agency for the City of Hagerstown, and any other applicable government agencies and obtain approval no later than five (5) days before the Closing Date. Notwithstanding anything to the contrary in this Agreement, abandonment of the alley located on the Larger CMD Parcel necessary to the division of the Property from the Larger CMD Parcel shall be contemporaneous with and contingent upon occurrence of the Closing. All engineering, legal, and other third party fees and expenses incurred in connection with the division described herein will be paid by Buyer.

2. Section 4(a). Closing Date of the Original Agreement be and hereby is amended and restated as follows:

a. Closing Date. The closing of this transaction (the "Closing") shall occur on or before 5:00 PM EST, January 21, 2022, or such earlier date as Buyer and Seller mutually agree upon in writing (the "Closing Date").

IN WITNESS WHEREOF, the parties have duly executed this First Amendment as of the First Amendment Effective Date.

WITNESS:

BUYER:

CITY OF HAGERSTOWN, MARYLAND

By: _____
Emily Keller,
Mayor

SELLER:

COLUMBIA GAS OF MARYLAND, INC.

By: _____

Printed name: _____

Its: _____
Title

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

Topic:

Approval of License Agreement - New Alexander House, LLC

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Approval_of_License_Agreement_with_New_Alexander_House__LLC.pdf

Motion - License
Agreement

License_Agreement_-_Alexander_House_Ramp.pdf

Memo - License
Agreement
Alexander House
Ramp

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: October 26, 2021

TOPIC: Approval of a License Agreement with New Alexander House LLC

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

MOTION: I hereby move to execute a License Agreement between the City of Hagerstown and New Alexander House, LLC, permitting them to install a concrete access ramp as part of their building renovation in the southeast quadrant of Public Square. The ramp will also require Historic District Commission approval and coordination with the Cannon Coffee café.

DATE OF PASSAGE: 10/26/2021



CITY OF HAGERSTOWN, MARYLAND

Department of Engineering

October 19, 2021

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, Assistant City Engineer *RT FOR JB*

RE: License Agreement – Alexander House ramp

1. Background:

The owners of 7 E. Washington Street (New Alexander House LLC) plan a major renovation of the building. As part of that renovation, they would like to make more portions of the building handicap accessible. To accomplish this, they are requesting permission to install a concrete access ramp in front of a portion of the building; as the ramp would encroach upon the Public Square plaza, staff is seeking the Council's input on this request.

2. Mayor & Council Action Requested:

Review the request, and determine whether the City desires to grant a License Agreement. If the City Council is in agreement, Staff will prepare a License Agreement for Mayor and Council consideration at the October 26th Regular Session meeting. Staff will be present at the work session to discuss.

3. Discussion:

As part of the renovation of the Alexander House, the owners would also like to reconfigure the ground floor storefront spaces that are accessed from the Public Square plaza. However, there are different interior floor elevations in the different storefront spaces, with steps that limit handicap access. By raising the interior floor in one portion of the storefront, the interior steps will be eliminated; however, raising the floor will require an external ramp to allow a wheelchair to ascend from the plaza surface to the new entry elevation.

The proposed ramp would be in the southeast corner of the plaza, extending approximately five feet out from the face of the building toward Potomac Street. The owners plan to install masonry trim on the ramp to compliment both the building and the plaza area. While the ramp will take up a portion of the plaza area, there should be minimal impact on the public's use of the area.

attachments: Architect's plan for proposed ramp
Draft License Agreement

c: Rodney Tissue
Doug Reaser

(B2)
A(73)

LICENSE AGREEMENT

This Agreement entered into this ____ day of _____, 2021, by and between the City of Hagerstown, a Maryland municipal corporation, hereinafter called City, and **New Alexander House LLC**, Hereinafter called Licensee.

WHEREAS, the City is the owner of certain real estate located within the corporate boundaries of the City of Hagerstown and more particularly described on Exhibit B as the Public Square at the intersection of Potomac Street and Washington Street, and

WHEREAS, Licensee desires to occupy or utilize portions of the City's right-of-way or property for purposes set forth on the attached Exhibit A, and

WHEREAS, the City is willing to grant a license to the Licensee to accomplish the purposes of the Licensee as set forth on Exhibit A subject to the following terms and conditions.

WITNESSETH, that for and in consideration of the mutual promises herein contained the City and the Licensee agree as follows:

1. The City of Hagerstown does hereby grant a license to the Licensee covering the property described on Exhibit B for the purposes set forth on the attached Exhibit A but subject to the terms of this Agreement.
2. The Licensee shall be responsible for the repair and maintenance of any construction which it undertakes on the property of the City as described in Exhibit A.
3. The Licensee will indemnify and hold harmless the City from any actions, causes of actions, claims, damages, taxes, permit fees, or any other claims including but not limited to, attorney's fees and costs of suit arising from any action brought against the City by anyone, including the Licensee, as a result of the Licensee's use or occupancy of City property as described herein not resulting from the affirmative negligence of the City or its employees or agents.
4. The Licensee shall install a concrete handicap access ramp and railings in the Public Square plaza in front of the building at 7 E. Washington Street. The ramp

shall be trimmed with masonry to match the existing plaza, and shall be installed in a workman like manner.

5. In the event of termination of this Agreement, and at the request of the City, the Licensee shall remove the ramp and railings, and restore the plaza area to existing conditions. Any damage to paver bricks or other improvements in the public right-of-way shall be repaired or replaced by the Licensee. The Licensee shall be responsible for repairing any damage to private property resulting from the installation or removal of the ramp and railings.

6. This license shall terminate Ninety (90) days after notice to the Licensee from the City that it desires to terminate this license.

Witness our hands and seals the day and year first above written.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

Emily Keller, Mayor

WITNESS:

Licensee

Attachments: Exhibits A, B

EXHIBIT A

LICENSE AGREEMENT FOR NEW ALEXANDER HOUSE LLC

The Licensee shall install a concrete handicap access ramp and railings in the Public Square plaza in front of the building at 7 E. Washington Street. The ramp shall be trimmed with masonry to match the existing plaza, and shall be installed in a workman like manner.

7 E. WASHINGTON STREET

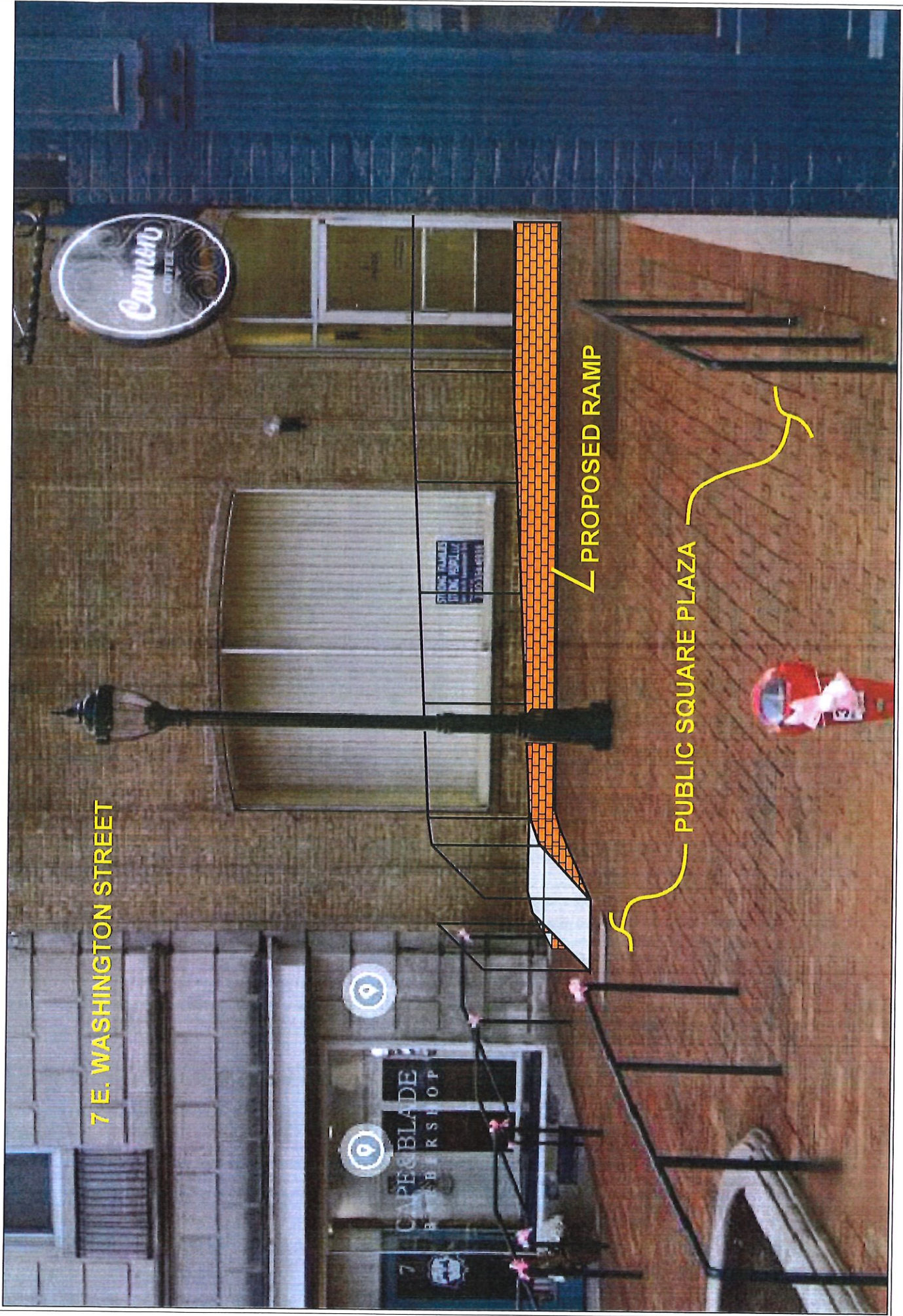


EXHIBIT B



CITY OF HAGERSTOWN, MARYLAND

Department of Engineering

October 19, 2021

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, Assistant City Engineer *RT FOR JB*

RE: License Agreement – Alexander House ramp

1. Background:

The owners of 7 E. Washington Street (New Alexander House LLC) plan a major renovation of the building. As part of that renovation, they would like to make more portions of the building handicap accessible. To accomplish this, they are requesting permission to install a concrete access ramp in front of a portion of the building; as the ramp would encroach upon the Public Square plaza, staff is seeking the Council's input on this request.

2. Mayor & Council Action Requested:

Review the request, and determine whether the City desires to grant a License Agreement. If the City Council is in agreement, Staff will prepare a License Agreement for Mayor and Council consideration at the October 26th Regular Session meeting. Staff will be present at the work session to discuss.

3. Discussion:

As part of the renovation of the Alexander House, the owners would also like to reconfigure the ground floor storefront spaces that are accessed from the Public Square plaza. However, there are different interior floor elevations in the different storefront spaces, with steps that limit handicap access. By raising the interior floor in one portion of the storefront, the interior steps will be eliminated; however, raising the floor will require an external ramp to allow a wheelchair to ascend from the plaza surface to the new entry elevation.

The proposed ramp would be in the southeast corner of the plaza, extending approximately five feet out from the face of the building toward Potomac Street. The owners plan to install masonry trim on the ramp to compliment both the building and the plaza area. While the ramp will take up a portion of the plaza area, there should be minimal impact on the public's use of the area.

attachments: Architect's plan for proposed ramp
Draft License Agreement

c: Rodney Tissue
Doug Reaser

 SECTION AT RETAIL 4
1/2" = 1'-0"

LICENSE AGREEMENT

This Agreement entered into this ____ day of _____, 2021, by and between the City of Hagerstown, a Maryland municipal corporation, hereinafter called City, and **New Alexander House LLC**, Hereinafter called Licensee.

WHEREAS, the City is the owner of certain real estate located within the corporate boundaries of the City of Hagerstown and more particularly described on Exhibit B as the Public Square at the intersection of Potomac Street and Washington Street, and

WHEREAS, Licensee desires to occupy or utilize portions of the City's right-of-way or property for purposes set forth on the attached Exhibit A, and

WHEREAS, the City is willing to grant a license to the Licensee to accomplish the purposes of the Licensee as set forth on Exhibit A subject to the following terms and conditions.

WITNESSETH, that for and in consideration of the mutual promises herein contained the City and the Licensee agree as follows:

1. The City of Hagerstown does hereby grant a license to the Licensee covering the property described on Exhibit B for the purposes set forth on the attached Exhibit A but subject to the terms of this Agreement.
2. The Licensee shall be responsible for the repair and maintenance of any construction which it undertakes on the property of the City as described in Exhibit A.
3. The Licensee will indemnify and hold harmless the City from any actions, causes of actions, claims, damages, taxes, permit fees, or any other claims including but not limited to, attorney's fees and costs of suit arising from any action brought against the City by anyone, including the Licensee, as a result of the Licensee's use or occupancy of City property as described herein not resulting from the affirmative negligence of the City or its employees or agents.
4. The Licensee shall install a concrete handicap access ramp and railings in the Public Square plaza in front of the building at 7 E. Washington Street. The ramp

shall be trimmed with masonry to match the existing plaza, and shall be installed in a workman like manner.

5. In the event of termination of this Agreement, and at the request of the City, the Licensee shall remove the ramp and railings, and restore the plaza area to existing conditions. Any damage to paver bricks or other improvements in the public right-of-way shall be repaired or replaced by the Licensee. The Licensee shall be responsible for repairing any damage to private property resulting from the installation or removal of the ramp and railings.

6. This license shall terminate Ninety (90) days after notice to the Licensee from the City that it desires to terminate this license.

Witness our hands and seals the day and year first above written.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

Emily Keller, Mayor

WITNESS:

Licensee

Attachments: Exhibits A, B

EXHIBIT A

LICENSE AGREEMENT FOR NEW ALEXANDER HOUSE LLC

The Licensee shall install a concrete handicap access ramp and railings in the Public Square plaza in front of the building at 7 E. Washington Street. The ramp shall be trimmed with masonry to match the existing plaza, and shall be installed in a workman like manner.

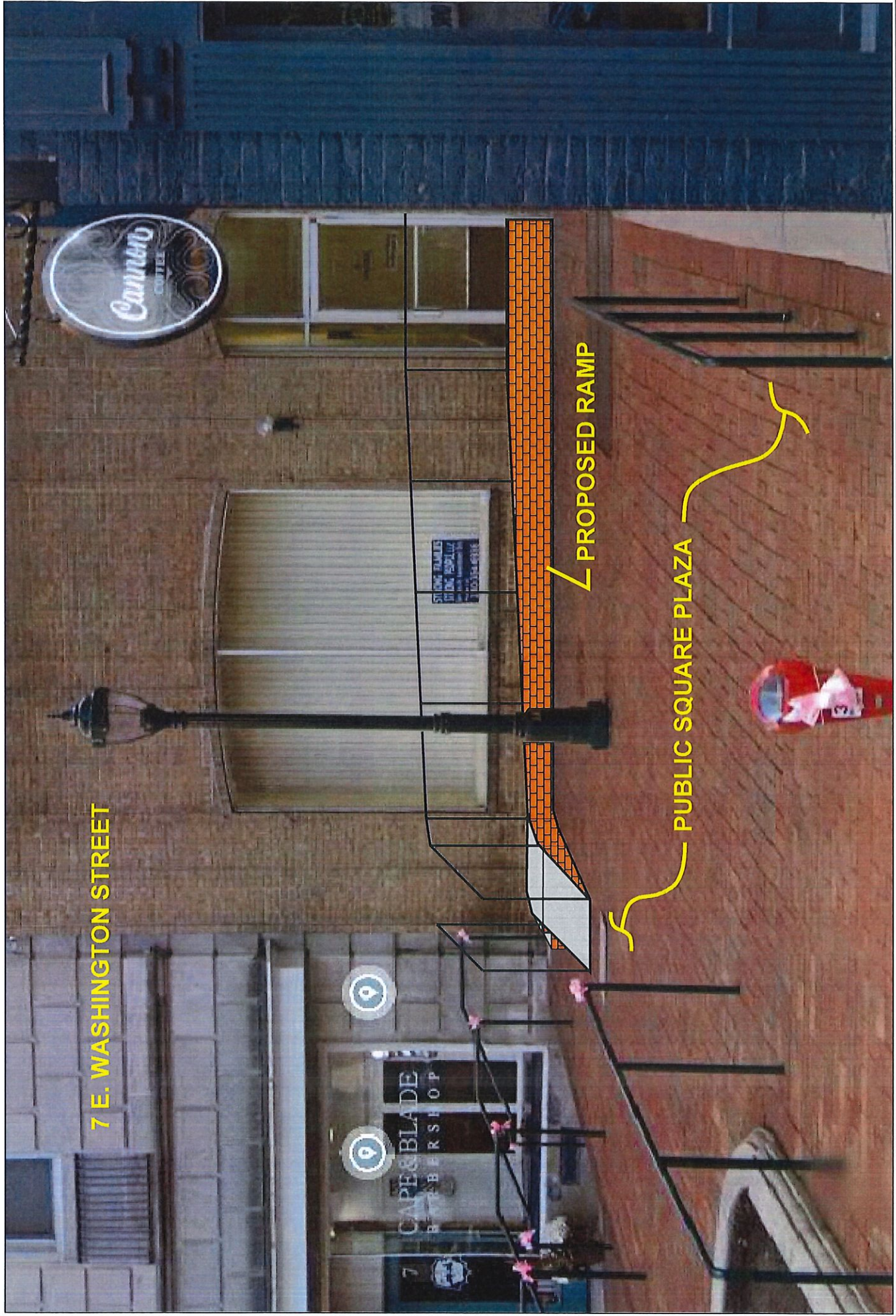


EXHIBIT B

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

Topic:

Approval of Landowner Project Agreement with Western Maryland Resource Conservation and Development Council (WMRC&DC) for Tree Planting

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Approval_of_Landowner_Project_Agreement_with_Western_Maryland_RC___D_Council__Inc.pdf	Motion - Agreement with WMRC&DC
Stormwater_Protection_Program-Tree_Planting.2021.pdf	Stormwater Protection Program: Tree Planting

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: October 26, 2021

TOPIC: Approval of a Landowner Project Agreement with Western Maryland RC & D Council, Inc.

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

MOTION: I hereby move to approve a Landowner Project Agreement with Western Maryland Resource Conservation and Development Council (WMRC & DC). The Agreement grants permission to install trees to create forest on 24.4 acres of City-owned land at the Wilson Water Treatment Plant; Breichner Water Treatment Plant; Edgemont Reservoir; Edgemont Reservoir residence; and Rock Willow properties. The City will receive the applicable MS-4 Stormwater credits.

DATE OF PASSAGE: 10/26/2021

**STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES**

LANDOWNER PROJECT AGREEMENT

THIS AGREEMENT, made this day of _____, 2021, by and between the CITY OF HAGERSTOWN, hereinafter called "Property Owner", and WESTERN MARYLAND RC&D COUNCIL, INC., hereinafter called "Project Leader". Witnesseth that the Property Owner(s) and the Project Leader, for considerations here mentioned, agree as follows:

1. The Property Owner(s) agrees to allow the installation of a water quality and/or habitat best management practice on 24.4 acres at the following properties:
 - Wilson Water Treatment Plant (8.73 acres)
West side of Water Works Road at Bottom Road
 - Breichner Water Treatment Plant (9.35 acres)
West side of Crystal Falls Drive near Breichner Plant
 - Edgemont Reservoir (1.27 acres)
North Side of Warner Hollow Road, near HPD shooting range
 - Edgemont Reservoir residence (0.93 acres)
East side of the intersection of Raven Rock Road and Warner Hollow Road
 - Rock Willow (4.12 acres)
At end of Rock Willow Avenue, south of Church Street
2. This landowner project agreement allows the Project Leader and/or its partners to undertake restoration activities on land owned by the Property Owner(s). The project area of 24.4 acres, is depicted on the five (5) site maps (Appendix A). The Property Owner agrees to not destroy or otherwise damage the restored area for 15 years after the date of the project completion.

In signing this agreement, the Property Owner grants to the Project Leader, or its designees, the authority to complete the restoration project as shown on the design plans (Appendix B) with financial or material support from the Project Leader or its partners.

The Property Owner grants to the Project Leader and its Partners vehicular access to the site at reasonable times for conducting project-related activities such as inspecting work, surveying, monitoring the success of the project, and planting additional vegetation.

The Property Owner retains all rights to control trespass and retains all responsibility for taxes, assessments, granting rights-of-way, control and eradication of noxious weeds, and other incidences of ownership.

3. The Property Owner understands that neither the Project Leader nor its agent makes any claims or warranties as to the life of any projects completed under this program. The only warranties, express or implied, for work performed under this agreement are those that may be made by the firms retained to do the project design, or installation work described in the permits, proposal, project Drawings and Specifications. If the Property owner retains the Project Leader or its agent to undertake the survey and design work for this project, the Property Owner understands that no warranties, express or implied, with regard to the surveys and designs, are made. If the Project Leader or its agent is retained by the Property Owner to undertake construction in accordance with the project Drawings and Specifications, only those implied warranties secured by law may apply, and no other warranties are made.
4. Once the Project Leader and its agent certify as to the completeness of the project, and provide reimbursement of funds to the Contractor, neither the Project Leader nor its agent is under any obligation to provide additional funds to the Property Owner to help defray the cost of maintenance, repairs or remedial work, unless otherwise noted in the design plans (Appendix B).
5. Projects covered under this agreement will not be used for mitigation credit, either to be used by

the Property Owner or sold by the Property Owner, or to otherwise offset habitat or water quality losses. Projects may not be used to enable individuals cited for noncompliance with a nonpoint source pollution control law or regulation to achieve compliance. Tree planting projects completed under this agreement will be utilized by the City of Hagerstown as part of the City's overall "Stormwater Restoration Plan" and the City will claim treatment credits for the tree plantings at the rate permitted by the Maryland Department of the Environment (currently 0.3 treatment acres per acre planted). These credits will be submitted to the Maryland Department of the Environment as part of the City's Annual Report.

6. Finally, the Property Owner agrees that the Project Leader, its officers, agents and employees will not be responsible for any damage to life and property due to its activities, or those of its officers, agents, and employees, in connection with its performance under this Agreement except as permitted by the Maryland Tort Claims Act. Nothing herein is deemed to be a waiver of any immunity which may exist in any action against the Project Leader or its agents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Witness

PROJECT LEADER

BY _____

Project Representative
Josh Smith

WESTERN MARYLAND RC&D
COUNCIL, INC.

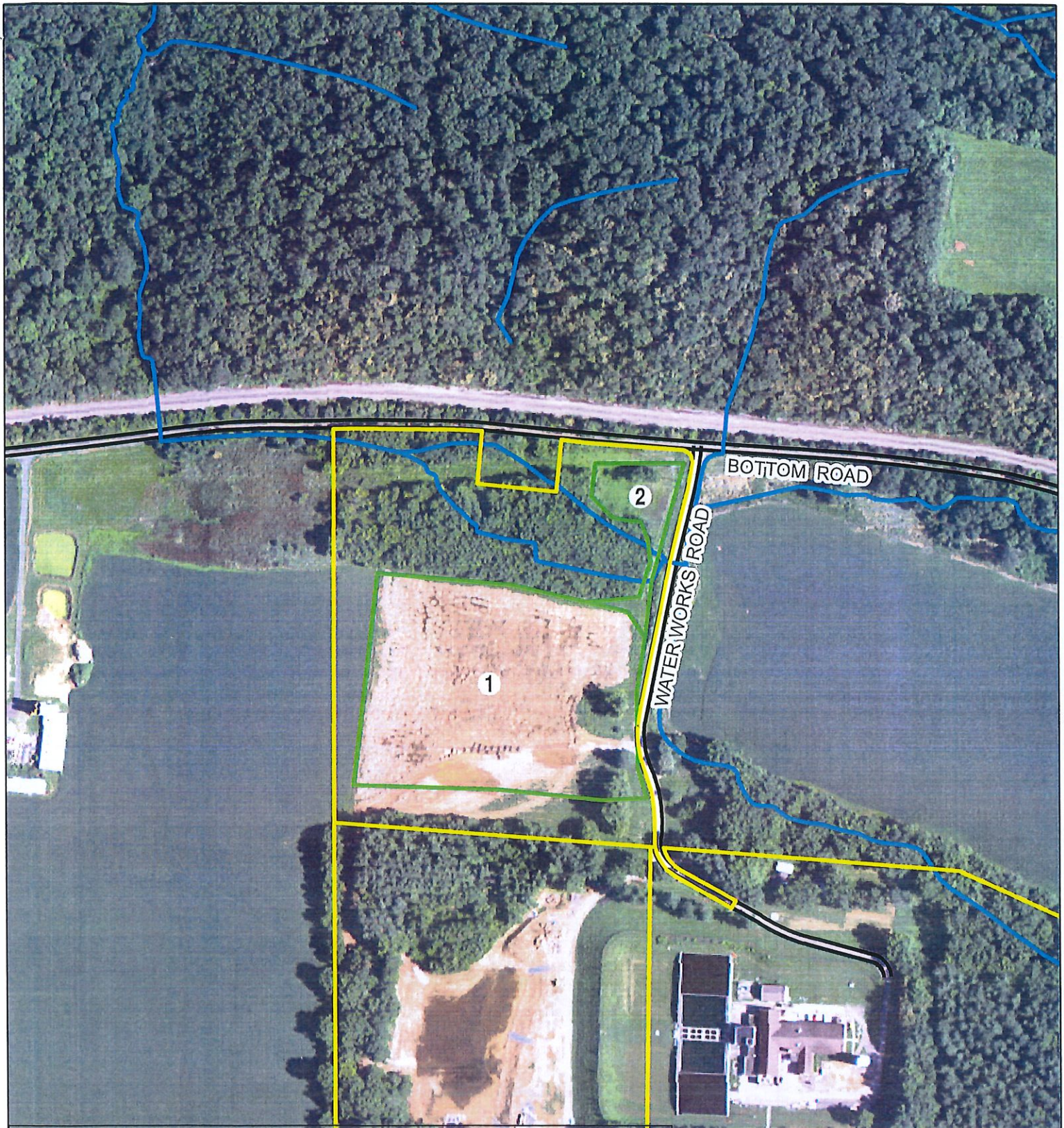
Date

CITY OF HAGERSTOWN

Witness (City Clerk)

BY _____
(Mayor Emily Keller)

Date



Legend

- | | | | | | |
|--|------------------------|---|--------------|---|--------|
|  | Property Boundary | 1 | Stand Number |  | Stream |
|  | Proposed Planting Area | | |  | Road |

330 165 0 330 660 Feet

This map is for planning purposes only.
This map is not a boundary survey.

APPENDIX 'A'



Forest Stewardship Map for

City of Hagerstown
Acres: 8.73

County: Washington
Scale: 1" = 330'

Prepared by: R. Schwartz
December 2020





Legend

- Property Boundary
- Planting Area
- ~~~~~ Stream
- ≡ Road

330 165 0 330 660 Feet

This map is for planning purposes only.
This map is not a boundary survey.

APPENDIX 'A'



Forest Stewardship Map
for

City of Hagerstown

Acres: 4.12

County: Washington

Scale: 1" = 330'

Prepared by: R. Schwartz
December 2020



MARYLAND
DEPARTMENT OF
NATURAL RESOURCES





Legend

- | | | | | | |
|--|-------------------|---|------|---|--------|
|  | Property Boundary |  | Road |  | Stream |
|  | Planting Area |  | FORI | | |

330 165 0 330 660 Feet

This map is for planning purposes only.
This map is not a boundary survey.

APPENDIX 'A'



Forest Stewardship Map for

City of Hagerstown

Acres: 9.35

County: Washington

Scale: 1" = 330'

Prepared by: R. Schwartz
December 2020



MARYLAND
DEPARTMENT OF
NATURAL RESOURCES





Legend

- Property Boundary
- Bittersweet Treatment
- Stream
- Planting Area
- Road

200 100 0 200 400 Feet

This map is for planning purposes only.
This map is not a boundary survey.

APPENDIX 'A'

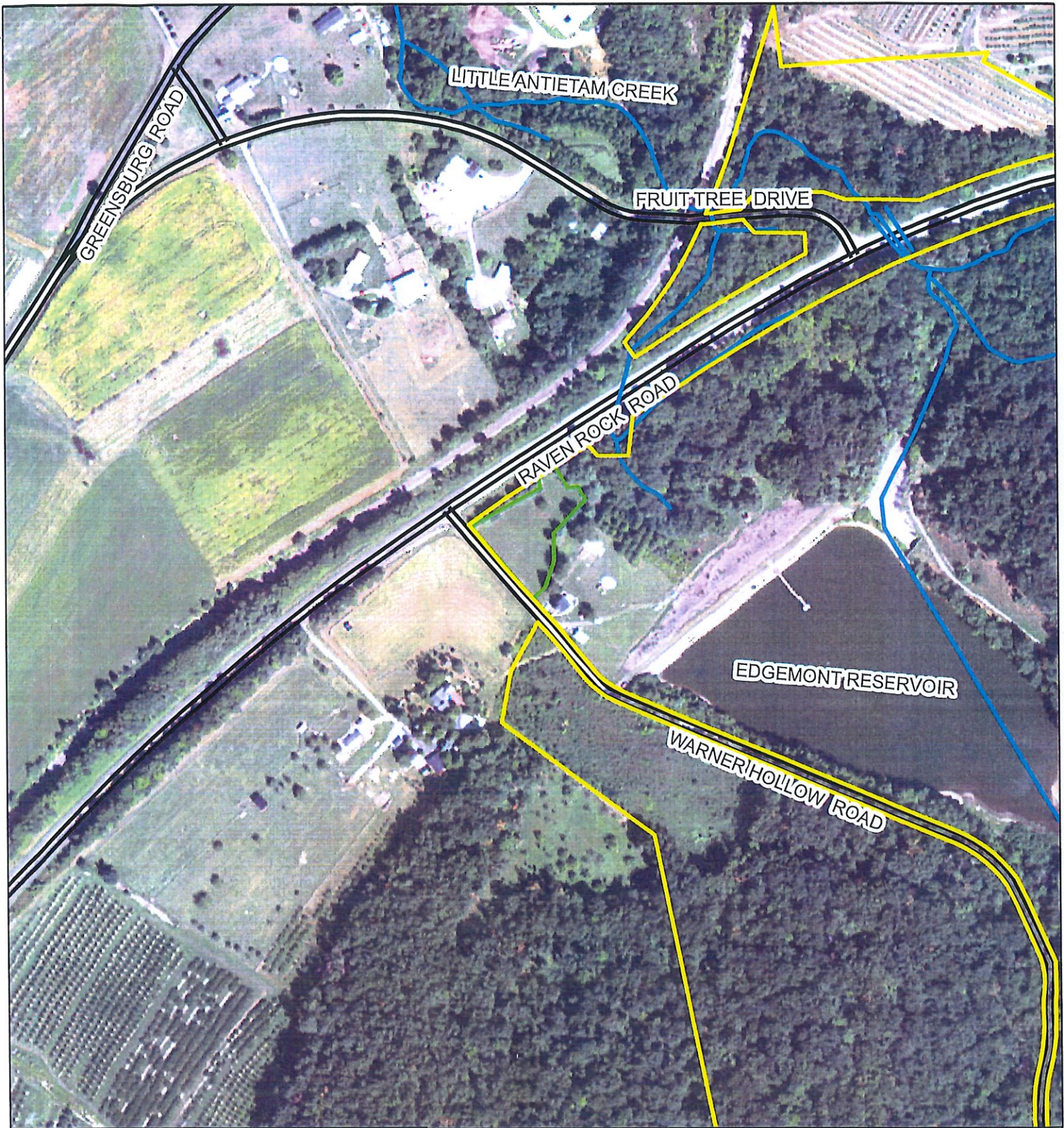


Forest Stewardship Map
for
City of Hagerstown
Acres: 1.27
County: Washington
Scale: 1" = 330'
Prepared by: R. Schwartz
December 2020



MARYLAND
DEPARTMENT OF
NATURAL RESOURCES





Legend

-  Property Boundary
-  Stream
-  Planting Area
-  Road

200 100 0 200 400 Feet

This map is for planning purposes only.
This map is not a boundary survey.

Forest Stewardship Map for

City of Hagerstown
Acres: .93

County: Washington
Scale: 1" = 330'

Prepared by: R. Schwartz
December 2020



APPENDIX 'A'





FOREST STEWARDSHIP PLAN
Wilson Water Treatment Planting Plan

for

City of Hagerstown Department of Parks and Engineering
C/O Rodney Tissue, Director
1 E. Franklin Street
Hagerstown, MD 21740
(301) 739-8577 ext. 128

Location

On the west side of Water Works Road, at its intersection with Bottom Road.

Geographic Coordinates

Latitude – 39° 36' 46" N
Longitude – 77° 50' 58" W

Tax Record

Map – 47
Parcel – 072

Maryland Eight-Digit Watershed

Potomac River (Washington County) – 02140501

In

Washington County

on

8.73 acres of field

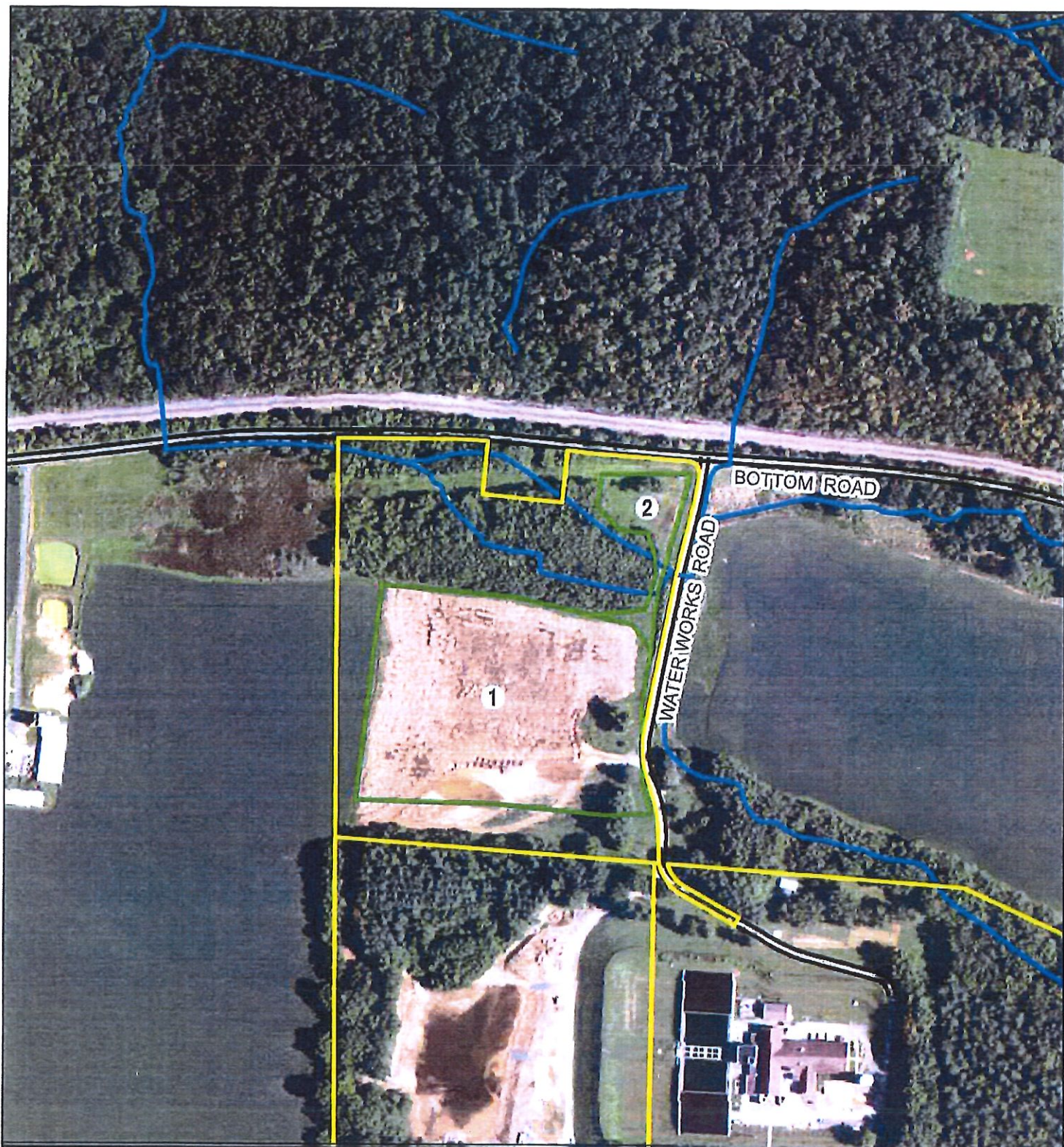
Prepared by

Robert R. Schwartz, Forester
Maryland Forest Service
14038 Blairs Valley Road, Clear Spring, MD 21722
301 – 791 – 4733
robertr.schwartz@maryland.gov

December 11, 2020



TYPICAL APPENDIX 'R'



Legend

- | | | | | | |
|---|------------------------|---|--------------|---|--------|
|  | Property Boundary | 1 | Stand Number |  | Stream |
|  | Proposed Planting Area |  | | | Road |

330 165 0 330 660 Feet

This map is for planning purposes only.
This map is not a boundary survey.



Forest Stewardship Map for

City of Hagerstown
Acres: 8.73

County: Washington
Scale: 1" = 330'

Prepared by: R. Schwartz
December 2020



MARYLAND
DEPARTMENT OF
NATURAL RESOURCES



DEFINITION OF TERMS

STAND: A basic forest management unit. A grouping of trees which are uniform in species composition, age arrangement, and condition, and are distinguishable.

DOMINANT SPECIES: Those tree species which dominate the stand.

DEVELOPMENT STAGE: The size class of the trees which are predominant in the stand. These classes include:

Seedling - Up to 0.9" in caliper (Diameter measured 6" above ground level)

Sapling - 1" to 5.9" DBH (Diameter measured 4 ½ feet above ground level)

Pole - 6" to 10.9" DBH

Sawtimber - 11" DBH and larger

AGE: A system of classifying stands based on the arrangement of the ages of the trees in the stand.

Even-aged - Trees have relatively small differences in age. (80% of the trees are no more than 10-20 years different in age.)

Uneven-aged - Three or more age classes of trees represented.

Two-aged - Two distinct age classes of trees present. (Twenty or more years different in age.)

All-aged - All, or almost all, age classes of trees represented.

STOCKING: The number of trees growing in a stand.

High - too many trees, diameter growth rate is below normal.

Adequate - an optimum number of trees which have sufficient room to grow at an acceptable rate.

Low - an insufficient number of trees; the stand is not producing at full potential.

DESIRABLE - UNDESIRABLE: The percentage of desirable or undesirable trees. Desirability of a tree is based on the form of the tree (straight, crooked), species depending on the owner's objective, local markets, and the presence of disease or insects.

SITE GROWTH POTENTIAL: The inherent capacity of the site, which is made up of soil, moisture, topography and other environmental factors for tree growth. This is expressed in the terms: excellent, good, average, fair, poor. It is based on site index which is a standard based on the height a dominate tree reaches at age 50.

RECOMMENDATIONS: The practices which you as a landowner should follow to obtain your management objectives. Specific descriptions are included with the report.

BASAL AREA: A measure of density of stocking. It is the area of the cross-section of tree stems including bark at breast height, measured in square feet.

RESIDUAL STAND: The stand remaining after a partial harvest, such as a thinning or other treatment.

MAST: Collective name for fruits, nuts, and seeds produced by trees and shrubs. Mast can be hard or soft, e.g., acorns and hickory nuts vs. black cherries and dogwood berries.

PROPERTY DESCRIPTION AND LANDOWNER OBJECTIVE

PROPERTY DESCRIPTION

The property lies in western Washington County, Maryland, in what is called the Great Valley section of the Ridge and Valley physiographic province. The site is located on the west side of Water Works Road at its intersection with Bottom Road. The planting area consists of two parts, the largest is a field currently kept in row crops while the second, smaller area is a wetland that has been kept mowed. Topography is flat rolling down to the wetland area, then back up to a ridge across Bottom Road. Due to its position on the landscape, of the 8.73 acres identified for planting, 5.37 acres are considered buffer, protecting an unnamed tributary to the Potomac River.

The planting area is dominated by Atkins silt loam, Philo silt loam, and Pope fine sandy loam. These soils are in three bands, parallel with the stream that bisects the planting areas, with Atkins silt loam underlying the wet area near Bottom Road, Philo silt loam, then Pope fine sandy loam beneath the main crop field. All three are very deep, acidic floodplain soils derived from alluvial, or water-eroded, acid shale and sandstone sediments. Atkins silt loam is poorly drained, Philo silt loam is moderately well-drained, and Pope fine sandy loam is well-drained. All are of excellent fertility but Atkins requires wetland tree species only.

LANDOWNER OBJECTIVE

The landowner wishes to plant tree in the field on the property. This will improve wildlife habitat, conserve biodiversity, increase forest resilience to climate change, and protect water quality.

FORESTS OF RECOGNIZED IMPORTANCE

These are areas of woodland that have been identified at a larger landscape level which contain exceptional ecological, social, cultural or biological resource values. In Maryland, Forests of Recognized Importance (FORI) have been defined as those streamside woodland areas (also known as riparian woodland areas) which are of special importance to protecting the water quality of the Chesapeake Bay and the water quality of reservoirs that serve metropolitan areas. Specifically, these important riparian woodland areas are identified using specific data sets from the Maryland Biological Stream Survey, the Maryland Department of the Environment, and the Maryland Fisheries Services. Collectively, the woodland areas adjacent to these high quality stream areas – that is, within a 100-foot stream buffer area – are defined as Forests of Recognized Importance (FORI). The planting area was checked for the presence of FORI and a FORI area was identified in the planting area. The FORI is identified on the map included with this plan. When planning any forest management activities within this FORI area, you should work with a professional forester to ensure that the planned forest management activity does not harm or diminish the high quality stream resource that designates this as a FORI.

CULTURAL AND HISTORIC RESOURCES

The planting area was checked for cultural and historic resources using data provided by the Maryland Historical Trust (MHT) and no resources were noted as being located within the area.

RARE, THREATENED, AND ENDANGERED SPECIES

Based on nontidal wetland maps; rare, threatened and endangered species guidance maps, and a review of the State Natural Heritage database; no threatened or endangered species are found within the planting area.

SPECIAL SITES

Special sites are those areas in your woodland that offer unique historical, archeological, cultural, geological, biological or ecological value. From this definition, it can be noted that special sites include a wide variety of features. Based on a review of the relevant information available, no special sites were noted as being present in the planting area.

RECOMMENDATIONS/PRACTICES

Stand 1

This stand encompasses 7.73 acres and is the main planting area for this project. This area was kept in row crops most recently so the site is primarily stubble or bare ground. Therefore a cover crop will be necessary prior to planting. Installing a cover crop will prevent erosion and help to exclude invasive species. A mix deemed appropriate by Maryland Wildlife Service and/or United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) will be utilized. Otherwise, no other site preparation is required.

Stand 2

This stand is composed of the 1 acre of wetland planting area near Bottom Road. Part of this area has been mowed by the City with the rest being dominated by water-tolerant herbaceous species. Mowing of the whole stand prior to planting is recommended, if possible, to make planting easier. Due to the wet nature of this area, hand planting will be necessary.

Planting Details

The planting will consist of a diverse mix of native shrub/small tree species suited to the growing conditions of the site. All deciduous species are to be planted at a rate of 435 seedlings per acre, equivalent to a 10' x 10' spacing. Two rows of shrubs/small trees should border the road for visual softening, maintenance ease, and increased wildlife value. Large growing trees should be planted in rows in the remaining areas. Large growing deciduous tree species suitable for Stand 1 of this planting include northern red oak, southern red oak, white oak, sugar maple, red maple, black cherry, black locust, blackgum, persimmon, sycamore, and tulip poplar. Suitable shrubs/small trees for Stand 1 include redbud, blackhaw, witch hazel, and southern crabapple. Large trees suitable for Stand 2 include pin oak, willow oak, black willow, eastern cottonwood, sycamore, baldcypress, and sweetgum. Shrubs/small trees suitable to Stand 2 include common ninebark, black chokeberry, buttonbush, elderberry, and silky dogwood.

In total, the planting will consist of approximately 3525 large growing deciduous trees, and 225 deciduous shrubs/small trees. Stand 1 will be approximately 3275 large growing and 100 small trees/shrubs while Stand 2 will be the remaining 250 large growing trees and 125 shrubs/small trees. Five-foot tree shelters, with protective bird mesh, are to be placed over all seedlings. Approximately 3750 tree shelters will be needed. Please refer to the enclosed information on tree shelter use.

Continuous Management and Maintenance

In order to help ensure adequate levels of plantation survival and growth, maintenance of the practice will be necessary until the trees are considered established. This includes control of competing vegetation, monitoring and limiting the spread of invasive species, monitoring for insects and disease, and maintenance of tree tubes.

Competing vegetation to all new tree seedlings will need to be controlled for three to five years after planting. In the first year of planting, a strip or spot application of both a nonselective and pre-emergent herbicide will need to be applied along each planting row approximately one month after planting. For the first 2 establishment years, herbaceous competition control can be accomplished by

monthly strip mowings between the rows during the growing season, by spring strip herbicide applications between the rows followed by mowing in August, or by 3' minimum width strip spraying or 2' minimum radial spot spraying within the planting rows in spring coupled with between row mowings in the late spring and late summer. Radial spot spraying should at least occur around the trees that are protected with tree shelters to discourage vole predation of the trees. Where herbicides are used, all seedlings must be protected by either tree shelters or some other physical barrier so as to prevent damage to them.

Woody and vine competition control within the shelters themselves may also become necessary. Invasive woody species' seeds are often transported into tree shelters by birds, where they become established and compete with tree species. Coupled with annual shelter maintenance, the landowner should examine shelters for presence of undesirable shrub and vine species within the shelters. Target species can be treated through the cut and treat method of herbicide application by loosening zip ties and lifting the shelter. Cut the plant low to the ground and promptly apply herbicide to the cut surface. Be sure to properly reinstall the shelter and tighten zip ties after removal. Shrub and vine species outside the shelters can be managed through mowing or foliar herbicide in accordance with the herbaceous recommendations. However, if shrubs or vines outside the shelters are waist height or taller, the cut and treat method should be used as it is more effective.

Maintenance should continue until the planting is considered established and free of harmful competition from surrounding vegetation. Annual tree shelter inspection and maintenance, as needed, is also recommended. Shelters can be removed when the trees are larger than 2" where they emerge from the shelter. However, trees can remain in shelters to protect them from buckrubs until they start to split the shelters themselves. If bark rot becomes a problem, promptly remove shelters from affected trees and those similar to them. Fertilization of the seedlings is neither recommended nor required for this planting. Further maintenance activities are left to the discretion of the landowner. Information regarding regular maintenance activities, timing, and execution has been included in this packet.

ADDITIONAL COMMENTS

Riparian Forest Buffers

Riparian forest buffers, or strips of forest bordering waterways, are complex ecosystems that provide vital stream related habitats along with water quality improvements. Riparian forests can remove many nonpoint source pollutants (e.g.- excess nutrients, sediment, and toxics) from surface runoff and shallow groundwater by filtering overland and subsurface flow through the sponge-like forest floor. Their canopies shade streams, helping to optimize light and temperature conditions for a variety of aquatic plants and animals, and their root systems stabilize streambanks and prevent erosion. Riparian forests also directly provide organic particulate matter that serves as the building block of the aquatic food chain. Many species of wildlife depend upon riparian forests for their entire life cycles, while others are dependent upon them as travel corridors between habitat types. Riparian areas are also often highly productive growing sites that can result in quality timber stands. These benefits can be realized here through the sound management of the riparian forests being established on the property.

Forest Health

Maintaining the health of your forest is an important goal for all land owners. Trees provide some of the basic necessities of life (oxygen, shelter, forest products) as well as helping to maintain and improve the environment in which we live. A healthy forest provides cleaner air and water as well as reduced soil erosion. By maintaining and improving forest health through sustainable forestry practices, the health of the environment as a whole is sustained.

Integrated Pest Management

Insects and disease damage or destroy trees of all ages. Being observant of changes and unusual conditions during the growing season helps to detect these agents before they become hazardous. Insects and disease can attack the roots, trunk, branches, and leaves of a tree. Forest pests include, but are not limited to: anthracnose, galls, fungi, root rot, borers, leaf miners, sawflies, mites, scales, aphids and caterpillars. The foresters can be contacted for assistance in diagnosis and control.

The Gypsy moth (*Lymantria dispar*) is the most serious pest of oak trees in North America. Gypsy moth was introduced to the Northeast United States in the late 1880's from Asia. Gypsy moth populations fluctuate from year to year. When densities are high, trees may become completely defoliated as was observed during previous years in several locations across Washington County. In many instances, a tree will survive a heavy defoliation, but combined with drought conditions many trees do not survive multiple years of gypsy moth infestation. The pest has few natural enemies. Nucleopolyhedrosis virus usually causes the collapses of outbreak populations and most recently an entomopathogenic fungus species has caused mortality in the populations. Suppression is most often accomplished with aerial spray programs, both by private companies and state and federal agencies. For more information on suppression of gypsy moth in Washington County, contact your County forestry office at 301-791-4733.

Spotted Lanternfly is a recently introduced invasive insect originally from Asia. It was first reported in the Mid-Atlantic in Pennsylvania in 2014 but was already established when reported. It has since spread to Delaware and Virginia and is poised to be of a significant impact on Maryland's forest health. It travels mainly via humans attached to stone, lumber, etc as a grey colored waxy egg mass that is difficult to detect. Once hatched these insects feed by piercing and sucking the juice from host plants causing stunted growth, reduced yields, and ultimately death of the associated plant. The insect also produces honeydew, a sticky substance that attracts other insects and supports the growth of black sooty mold fungus that blocks sunlight. Host plants are varied and the list of affected species is still growing but now includes almost all hardwoods, fruit trees, and some conifers. There is evidence that adults prefer, and may need, to feed on an invasive tree called tree-of-heaven (*Ailanthus altissima*) and so removal of these trees may discourage the spread of the insect in your area. The adults are large insects and have few known natural predators. Nymphs are susceptible to sticky traps placed on tree-of-heaven trunks. Please report suspect insects to dontbug.md@maryland.gov and dead specimens may be delivered to the Maryland Department of Agriculture. A pest alert factsheet has been included and more information is available from the Maryland Department of Agriculture and University of Maryland Extension.

Invasive Species Identification and Control

Many natural areas in Maryland are negatively impacted by a variety of nonnative plants, insects, and diseases. Collectively known as invasive species, these nonnative organisms have the ability to invade natural areas and take over their ecosystems at the expense of native plants and animals. Mile-a-minute, ailanthus, autumn olive, Canada thistle, Japanese stiltgrass, garlic mustard, gypsy moth, emerald ash borer, multiflora rose, callery pear, and kudzu are some well known invasive species found throughout the region. Such invasive plants and insects can become quite problematic for forest landowners. From vines that take over disturbed areas and forest edges and canopies, to insects that defoliate and girdle trees, to diseases that kill desirable tree species, these invasives not only have the ability to decimate the natural ecosystem, they are also difficult to control. Identifying invasive species that may be present in your woodland and minimizing their spread is an important activity toward maintaining a healthy forest. Since these invasives can become established at anytime, however, you should continually monitor your woodland for any encroachment of invasive species. Most invasive species can be controlled with persistent efforts, but you need to know the correct approaches so as to avoid wasted effort and money. Contact the MD DNR Forest Service for further assistance if you note any occurrence of invasive species on your property. Information sheets on selected forest invasive species are found on the DNR Forest Service website at: <http://www.dnr.maryland.gov/forests/programapps/pests.asp>.

Additional information on invasive species, as well as many other useful and informative web links related to this topic can be found on the DNR Wildlife and Heritage website at: <http://www.dnr.state.md.us/invasives/index.asp>.

Ecosystem Services

Trees, and forests more generally, are providers of many ecosystem services. Ecosystem services are the often un-noticed benefits gained from the natural

environment such as pollination, flood water control, and decomposition of wastes. Many of these services require that the natural system be in good working order. Natural water filtration, for example, requires wide buffers of trees or other vegetation along stream banks. Even when not in a forest, trees provide tangible services. In an urban setting trees process volatile chemicals that are given off by asphalt, concrete, and other materials improving air quality. In a homeowner's yard a well-placed tree can save on cooling costs by providing shade in the summer. Current research is attempting to quantify the value of these services. However, there are already some resources available that can help calculate these benefits and provide recommendations on how best to utilize them (<https://www.itreetools.org/>). For more information on ecosystem services, go to the USDA Forest Service "Ecosystem Services" webpage at: <https://www.fs.fed.us/ecosystems-services/>.

Climate Change and Your Forest

In recent years, increased interest has developed in regards to managing woodlands to increase carbon storage for climate change mitigation. Atmospheric carbon dioxide can be stored as carbon in trees through normal growth processes, which can help to offset other sources of carbon dioxide entering the atmosphere from various other sources, such as fuel emissions. When forests are harvested, long-term carbon storage can also be achieved through wood products made from the harvested trees. Sustainable forestry practices that promote a healthy and vigorous growing woodland can increase the ability of your forest to capture atmospheric carbon dioxide. By following the management recommendations provided in your Stewardship Plan your woodland can store more carbon and capture it at a faster rate. Further information on woodland carbon management can be found by visiting the USDA Forest Service website: <http://www.fs.fed.us/ecosystems-services/carbon.shtml>.

Forests and Pollinators

Pollinators are an integral part of any functional ecosystem. In forests, pollinators are found at every level of the canopy and at most times during the growing season. However, different groups and species of pollinators are active at different times and rely on different plant species, though all have a similar need for larval habitat, pollen, and nectar. Forests are key sources for all of these elements. Many native tree species are host to at least one insect pollinator. Some tree/shrub species, like spicebush (*Lindera benzoin*), host a specific species which can reproduce only on its host plant, or few others. The majority of native Maryland tree/shrub species, however, host hundreds of species of larvae. Trees provide a variety of bloom colors at different times during the growing season which attract different groups of pollinators. While many trees bloom early in the season, late blooming species like witch hazel (*Hamamelis virginiana*) or basswood (*Tilia americana*) are at least as important, providing nectar and pollen at a time few other plants are in bloom. When not in bloom, trees provide shelter and moderate extremes during rainy and hot days. At a landscape level, some pollinators will only use flowers from a source nearby their colony or nest, with larger pollinators flying further, while others will "free roam forage," with no real home range. This means diverse, quality forest habitat that is spread across the landscape and mixed in among other land uses provides the greatest benefit for the most pollinator species. Pollination services account for 89% of mast food for wildlife while 30% of human crops rely solely on insect pollination. Conserving pollinators as a resource is important for both human

and wildlife well-being. For more information, the Xerces Society (<https://xerces.org/>) provides region-specific guides for pollinator conservation while the US Forest Service Pollinators webpage (<https://www.fs.fed.us/wildflowers/pollinators/>) provides an overview of pollinators and associated benefits in forests.

MANAGEMENT PRACTICE SCHEDULE

COMPLETION DATE	PRACTICE	STAND	ACRES
2021	Install cover crop	1	7.73
Fall/Winter 2021	Site preparation: Mowing	2	1
March-May 2022	Plant seedlings, install tree shelters	1 + 2	8.73
June 2022	Control competing vegetation through strip/spot spraying	1 + 2	8.73
2022-2027 (or longer)	Control of competing vegetation through mowing, herbicide, or a combination thereof	1 + 2	8.73
2021-2036	Annual/Continuous plantation maintenance needed to insure continued health and vigor 1. Control of competing vegetation 2. Monitor and limit the spread of invasive species 3. Tree shelter maintenance 4. Monitor for insects and disease	1 + 2	8.73
2036	Update plan	1 + 2	8.73

To provide you further assistance and advice in carrying out the recommended practices, please contact Aaron Cook or Robert Schwartz, Foresters.

Telephone Numbers

Forestry: 301-791-4733

Suggested planting list

City of Hagerstown Department of Parks and Engineering
C/O Rodney Tissue, Director
1 E. Franklin Street
Hagerstown, MD 21740

Wilson Water Treatment Plant

8.73 acres

Shrubs/Small Trees= 225

Large Trees= 3525

Shelters & Stakes= 3750

Strip spray post-planting - nonselective, no residuals, Spot spray around shelters in areas where mowing is not feasible.

Stand 1

White Oak	450
Northern Red Oak	450
Southern Red Oak	100
Sugar Maple	300
Red Maple	200
Black Cherry	300
Black Locust	400
Blackgum	200
Persimmon	200
Sycamore	300
Tulip poplar	500
Redbud	25
Blackhaw	25
Witch.Hazel	25
Southern Crabapple	25

Stand 2

Pin Oak	50
Willow Oak	25
Eastern Cottonwood	50
Black Willow	50
Baldcypress	50
Sweetgum	25
Common Ninebark	25
Black Chokeberry	25
Buttonbush	25
Silky Dogwood	25
Elderberry	25



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

October 19, 2021

TO: Scott Nicewarner, City Administrator
FROM: Rodney Tissue, City Engineer 
RE: **Stormwater Protection Program: Tree Planting**

Our comprehensive stormwater protection program includes a "Restoration Plan" to meet the Maryland Department of the Environment's requirements. Part of the plan is "reforestation" where we targeted about 24 acres of City property for the planting of trees.

We are pleased to report that in partnership with the Western Maryland Resource Conservation and Development Council (WMRC&DC) we were awarded a grant, of approximate value of over \$120,000, to plant and maintain trees at five locations. These locations were offered by the Utility Department as lands that they currently mow and maintain but could be allowed to become forest. This project would earn us around nine (9) acres in 'stormwater credit' toward our 394 acre overall requirement from MDE.

Staff recommends we approve the attached Landowner Project Agreement proceed with the tree planting initiative.

Attachments: Restoration Plan
Landowner Project Agreement

cc: Jim Bender
Michelle Hepburn
Nancy Hausrath

**STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
LANDOWNER PROJECT AGREEMENT**

THIS AGREEMENT, made this day of _____, 2021, by and between the CITY OF HAGERSTOWN, hereinafter called "Property Owner", and WESTERN MARYLAND RC&D COUNCIL, INC., hereinafter called "Project Leader". Witnesseth that the Property Owner(s) and the Project Leader, for considerations here mentioned, agree as follows:

1. The Property Owner(s) agrees to allow the installation of a water quality and/or habitat best management practice on 24.4 acres at the following properties:
 - Wilson Water Treatment Plant (8.73 acres)
West side of Water Works Road at Bottom Road
 - Breichner Water Treatment Plant (9.35 acres)
West side of Crystal Falls Drive near Breichner Plant
 - Edgemont Reservoir (1.27 acres)
North Side of Warner Hollow Road, near HPD shooting range
 - Edgemont Reservoir residence (0.93 acres)
East side of the intersection of Raven Rock Road and Warner Hollow Road
 - Rock Willow (4.12 acres)
At end of Rock Willow Avenue, south of Church Street
2. This landowner project agreement allows the Project Leader and/or its partners to undertake restoration activities on land owned by the Property Owner(s). The project area of 24.4 acres, is depicted on the five (5) site maps (Appendix A). The Property Owner agrees to not destroy or otherwise damage the restored area for 15 years after the date of the project completion.

In signing this agreement, the Property Owner grants to the Project Leader, or its designees, the authority to complete the restoration project as shown on the design plans (Appendix B) with financial or material support from the Project Leader or its partners.

The Property Owner grants to the Project Leader and its Partners vehicular access to the site at reasonable times for conducting project-related activities such as inspecting work, surveying, monitoring the success of the project, and planting additional vegetation.

The Property Owner retains all rights to control trespass and retains all responsibility for taxes, assessments, granting rights-of-way, control and eradication of noxious weeds, and other incidences of ownership.

3. The Property Owner understands that neither the Project Leader nor its agent makes any claims or warranties as to the life of any projects completed under this program. The only warranties, express or implied, for work performed under this agreement are those that may be made by the firms retained to do the project design, or installation work described in the permits, proposal, project Drawings and Specifications. If the Property owner retains the Project Leader or its agent to undertake the survey and design work for this project, the Property Owner understands that no warranties, express or implied, with regard to the surveys and designs, are made. If the Project Leader or its agent is retained by the Property Owner to undertake construction in accordance with the project Drawings and Specifications, only those implied warranties secured by law may apply, and no other warranties are made.
4. Once the Project Leader and its agent certify as to the completeness of the project, and provide reimbursement of funds to the Contractor, neither the Project Leader nor its agent is under any obligation to provide additional funds to the Property Owner to help defray the cost of maintenance, repairs or remedial work, unless otherwise noted in the design plans (Appendix B).
5. Projects covered under this agreement will not be used for mitigation credit, either to be used by

the Property Owner or sold by the Property Owner, or to otherwise offset habitat or water quality losses. Projects may not be used to enable individuals cited for noncompliance with a nonpoint source pollution control law or regulation to achieve compliance. Tree planting projects completed under this agreement will be utilized by the City of Hagerstown as part of the City's overall "Stormwater Restoration Plan" and the City will claim treatment credits for the tree plantings at the rate permitted by the Maryland Department of the Environment (currently 0.3 treatment acres per acre planted). These credits will be submitted to the Maryland Department of the Environment as part of the City's Annual Report.

6. Finally, the Property Owner agrees that the Project Leader, its officers, agents and employees will not be responsible for any damage to life and property due to its activities, or those of its officers, agents, and employees, in connection with its performance under this Agreement except as permitted by the Maryland Tort Claims Act. Nothing herein is deemed to be a waiver of any immunity which may exist in any action against the Project Leader or its agents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Witness

PROJECT LEADER

BY _____
Project Representative
Josh Smith

WESTERN MARYLAND RC&D
COUNCIL, INC.

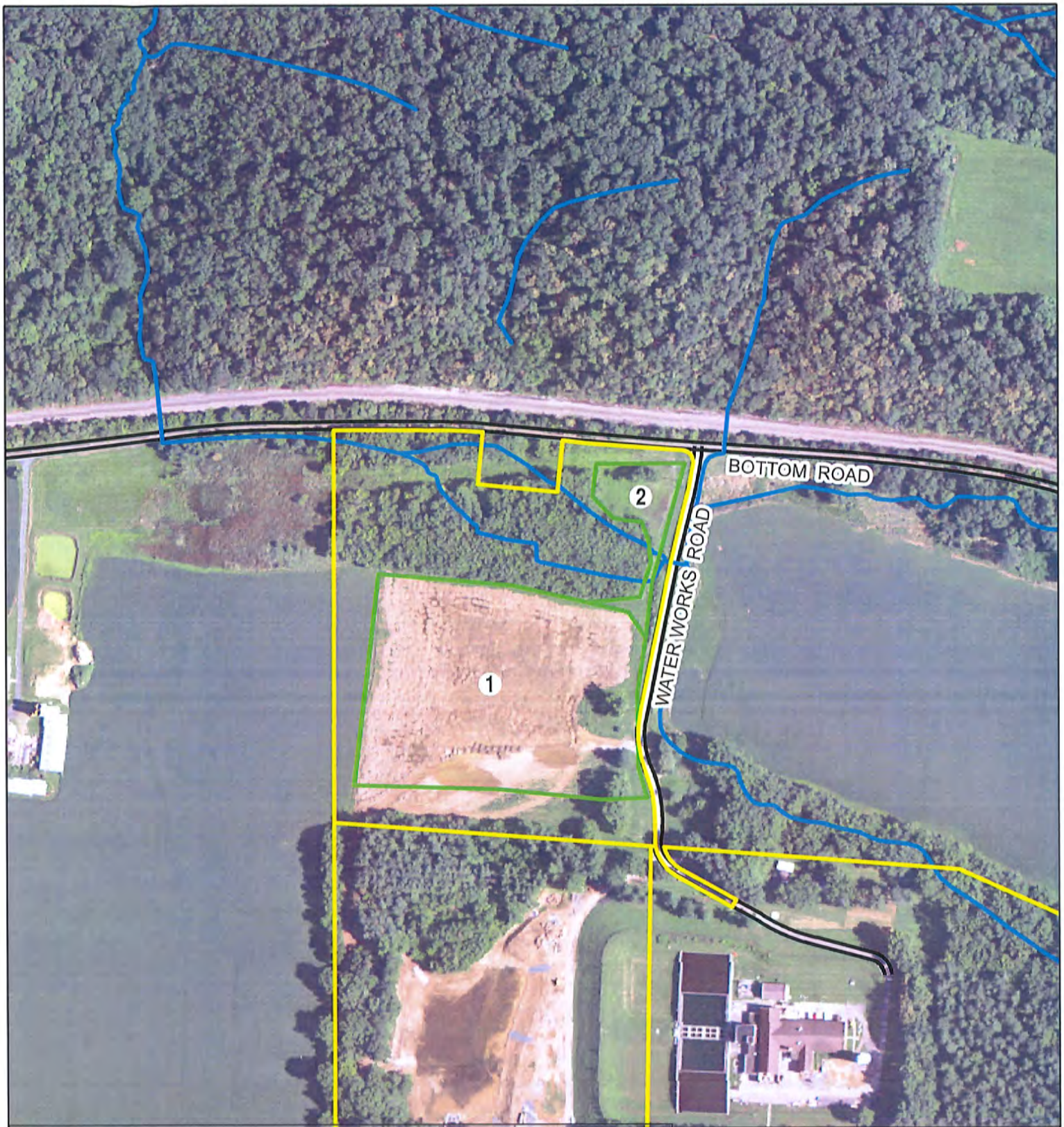
Date

CITY OF HAGERSTOWN

Witness (City Clerk)

BY _____
(Mayor Emily Keller)

Date



Legend

- | | | | | | |
|--|------------------------|---|--------------|---|--------|
|  | Property Boundary | 1 | Stand Number |  | Stream |
|  | Proposed Planting Area | | |  | Road |

330 165 0 330 660 Feet

This map is for planning purposes only.
This map is not a boundary survey.

APPENDIX 'A'



Forest Stewardship Map for

City of Hagerstown

Acres: 8.73

County: Washington

Scale: 1" = 330'

Prepared by: R. Schwartz
December 2020





Legend

- Property Boundary
- Planting Area
- ~ ~ ~ Stream
- = = = Road

330 165 0 330 660 Feet

This map is for planning purposes only.
This map is not a boundary survey.

APPENDIX 'A'



Forest Stewardship Map for

City of Hagerstown

Acres: 4.12

County: Washington

Scale: 1" = 330'

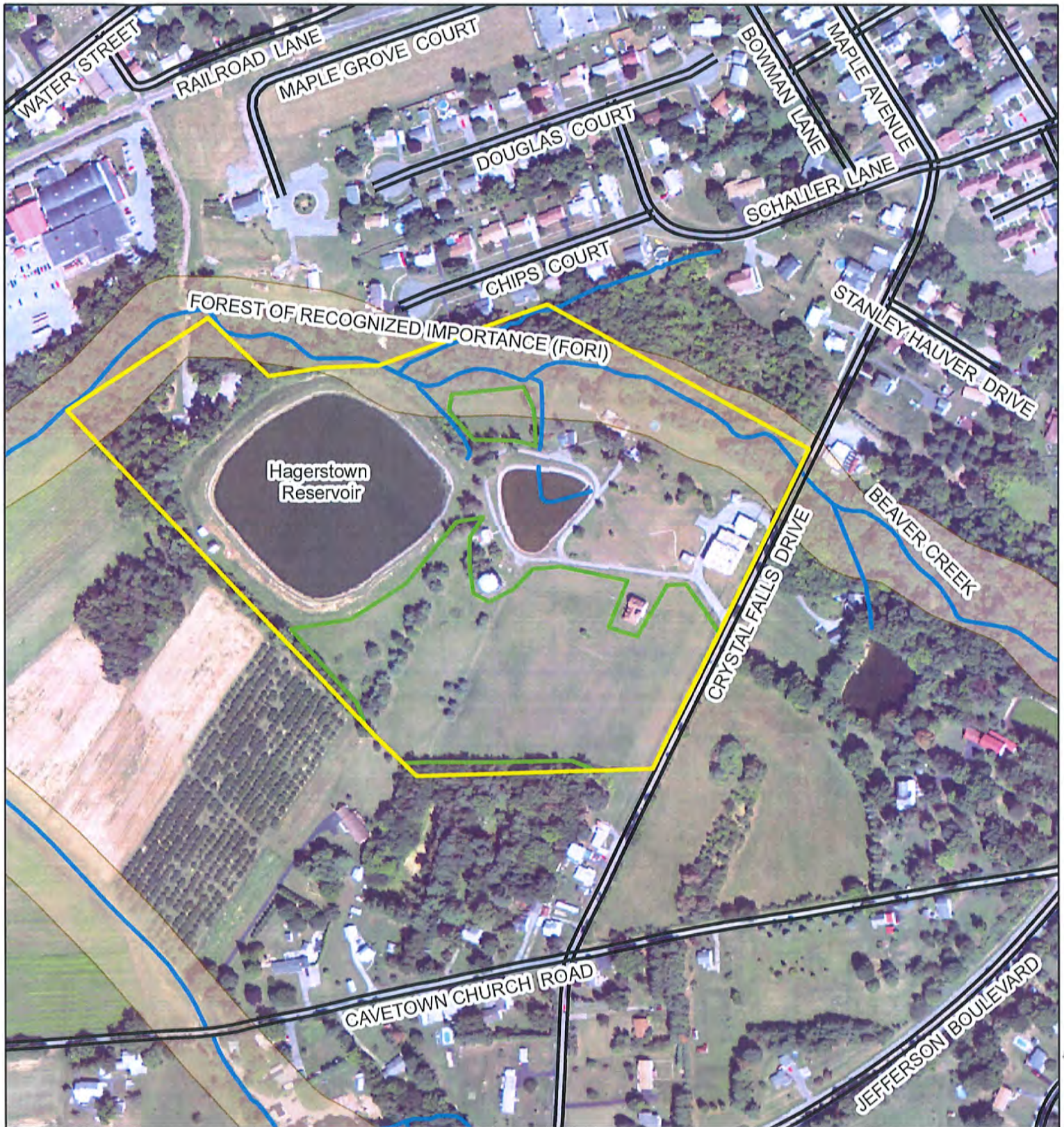
Prepared by: R. Schwartz

December 2020



MARYLAND
DEPARTMENT OF
NATURAL RESOURCES





Legend

- | | | | | | |
|--|-------------------|---|------|---|--------|
|  | Property Boundary |  | Road |  | Stream |
|  | Planting Area |  | FORI | | |

330 165 0 330 660 Feet

This map is for planning purposes only.
This map is not a boundary survey.

APPENDIX 'A'



Forest Stewardship Map for

City of Hagerstown

Acres: 9.35

County: Washington

Scale: 1" = 330'

Prepared by: R. Schwartz

December 2020





Legend

- | | | |
|--|---|--|
|  Property Boundary |  Bittersweet Treatment |  Stream |
|  Planting Area | |  Road |

 Feet
200 100 0 200 400

This map is for planning purposes only.
This map is not a boundary survey.

APPENDIX 'A'

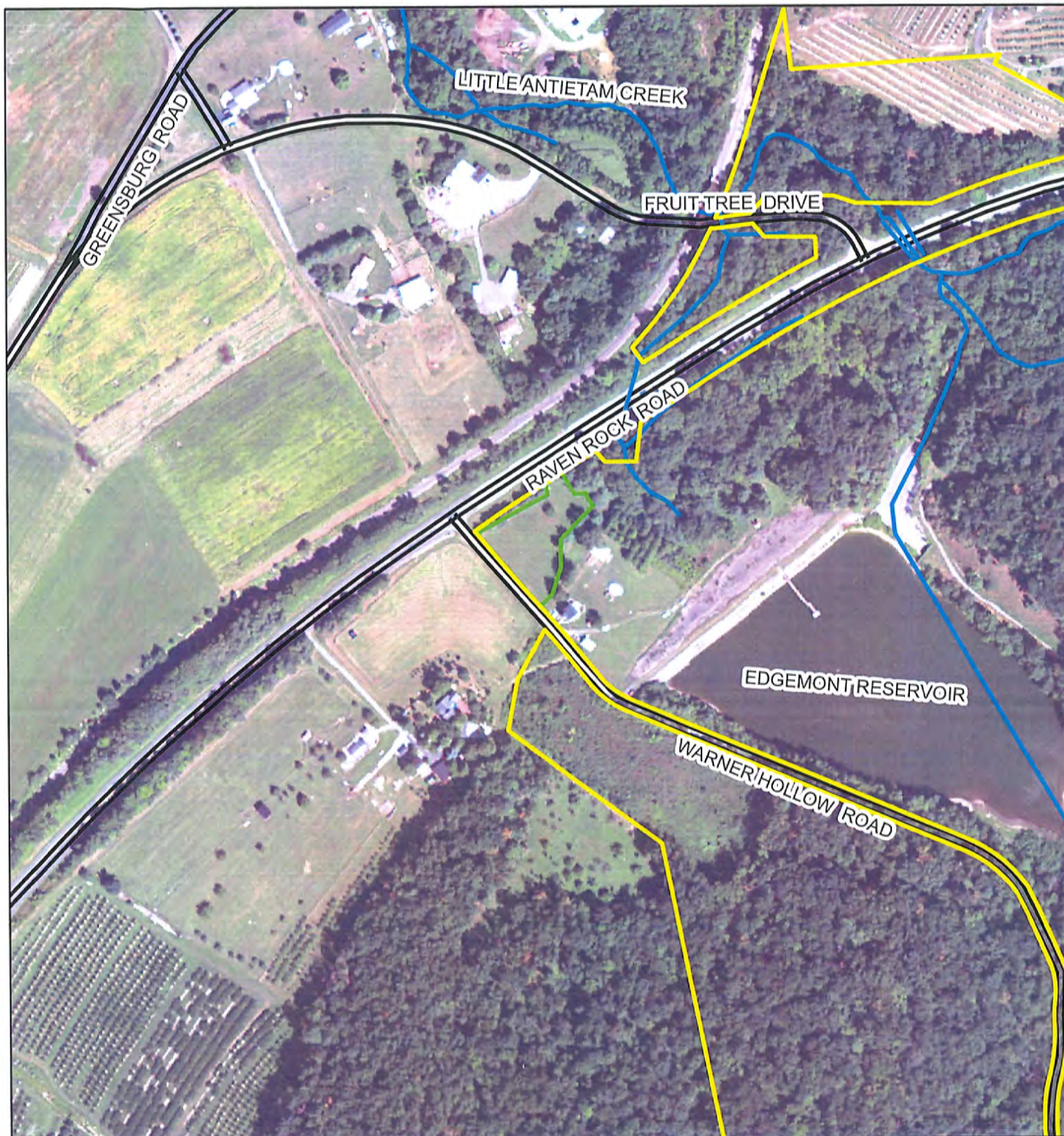


Forest Stewardship Map
for
City of Hagerstown
Acres: 1.27
County: Washington
Scale: 1" = 330'
Prepared by: R. Schwartz
December 2020



MARYLAND
DEPARTMENT OF
NATURAL RESOURCES





Legend

- Property Boundary
- Planting Area
- ~ ~ ~ Stream
- ≡≡≡ Road

Feet
 200 100 0 200 400

This map is for planning purposes only.
 This map is not a boundary survey.

Forest Stewardship Map
 for
 City of Hagerstown
 Acres: .93
 County: Washington
 Scale: 1" = 330'
 Prepared by: R. Schwartz
 December 2020



APPENDIX 'A'





FOREST STEWARDSHIP PLAN
Wilson Water Treatment Planting Plan

for

City of Hagerstown Department of Parks and Engineering
C/O Rodney Tissue, Director
1 E. Franklin Street
Hagerstown, MD 21740
(301) 739-8577 ext. 128

Location

On the west side of Water Works Road, at its intersection with Bottom Road.

Geographic Coordinates

Latitude – 39° 36' 46" N
Longitude – 77° 50' 58" W

Tax Record

Map – 47
Parcel – 072

Maryland Eight-Digit Watershed

Potomac River (Washington County) – 02140501

In

Washington County

on

8.73 acres of field

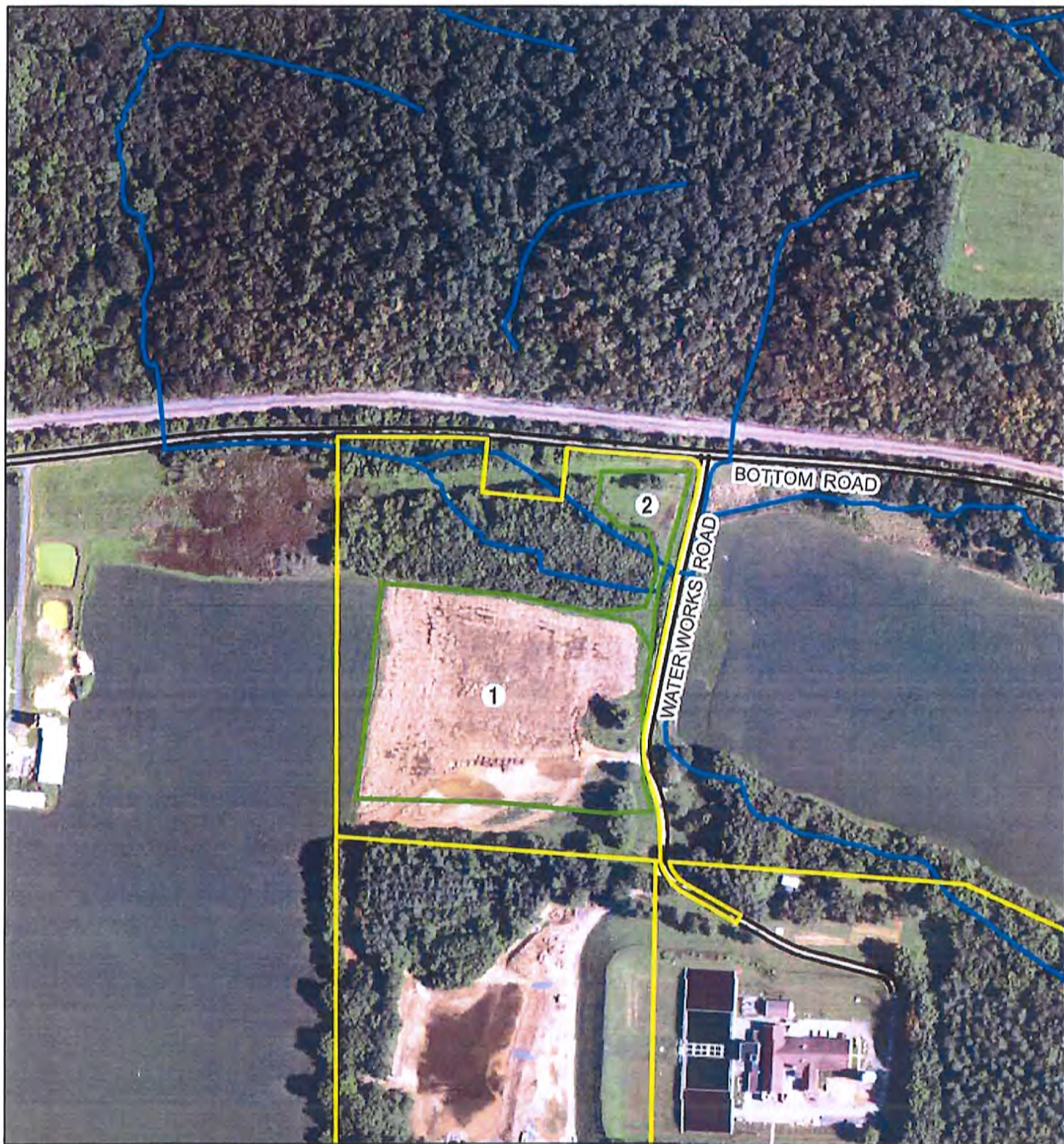
Prepared by

Robert R. Schwartz, Forester
Maryland Forest Service
14038 Blairs Valley Road, Clear Spring, MD 21722
301 – 791 – 4733
robert.r.schwartz@maryland.gov

December 11, 2020



TYPICAL APPENDIX 'B'



Legend

- | | | | | | |
|---|------------------------|---|--------------|---|--------|
|  | Property Boundary | 1 | Stand Number |  | Stream |
|  | Proposed Planting Area | | |  | Road |

330 165 0 330 660 Feet

This map is for planning purposes only.
This map is not a boundary survey.



Forest Stewardship Map for

City of Hagerstown
Acres: 8.73

County: Washington
Scale: 1" = 330'

Prepared by: R. Schwartz
December 2020



MARYLAND
DEPARTMENT OF
NATURAL RESOURCES



DEFINITION OF TERMS

STAND: A basic forest management unit. A grouping of trees which are uniform in species composition, age arrangement, and condition, and are distinguishable.

DOMINANT SPECIES: Those tree species which dominate the stand.

DEVELOPMENT STAGE: The size class of the trees which are predominant in the stand. These classes include:

Seedling - Up to 0.9" in caliper (Diameter measured 6" above ground level)

Sapling - 1" to 5.9" DBH (Diameter measured 4 ½ feet above ground level)

Pole - 6" to 10.9" DBH

Sawtimber - 11" DBH and larger

AGE: A system of classifying stands based on the arrangement of the ages of the trees in the stand.

Even-aged - Trees have relatively small differences in age. (80% of the trees are no more than 10-20 years different in age.)

Uneven-aged - Three or more age classes of trees represented.

Two-aged - Two distinct age classes of trees present. (Twenty or more years different in age.)

All-aged - All, or almost all, age classes of trees represented.

STOCKING: The number of trees growing in a stand.

High - too many trees, diameter growth rate is below normal.

Adequate - an optimum number of trees which have sufficient room to grow at an acceptable rate.

Low - an insufficient number of trees; the stand is not producing at full potential.

DESIRABLE - UNDESIRABLE: The percentage of desirable or undesirable trees. Desirability of a tree is based on the form of the tree (straight, crooked), species depending on the owner's objective, local markets, and the presence of disease or insects.

SITE GROWTH POTENTIAL: The inherent capacity of the site, which is made up of soil, moisture, topography and other environmental factors for tree growth. This is expressed in the terms: excellent, good, average, fair, poor. It is based on site index which is a standard based on the height a dominate tree reaches at age 50.

RECOMMENDATIONS: The practices which you as a landowner should follow to obtain your management objectives. Specific descriptions are included with the report.

BASAL AREA: A measure of density of stocking. It is the area of the cross-section of tree stems including bark at breast height, measured in square feet.

RESIDUAL STAND: The stand remaining after a partial harvest, such as a thinning or other treatment.

MAST: Collective name for fruits, nuts, and seeds produced by trees and shrubs. Mast can be hard or soft, e.g., acorns and hickory nuts vs. black cherries and dogwood berries.

PROPERTY DESCRIPTION AND LANDOWNER OBJECTIVE

PROPERTY DESCRIPTION

The property lies in western Washington County, Maryland, in what is called the Great Valley section of the Ridge and Valley physiographic province. The site is located on the west side of Water Works Road at its intersection with Bottom Road. The planting area consists of two parts, the largest is a field currently kept in row crops while the second, smaller area is a wetland that has been kept mowed. Topography is flat rolling down to the wetland area, then back up to a ridge across Bottom Road. Due to its position on the landscape, of the 8.73 acres identified for planting, 5.37 acres are considered buffer, protecting an unnamed tributary to the Potomac River.

The planting area is dominated by Atkins silt loam, Philo silt loam, and Pope fine sandy loam. These soils are in three bands, parallel with the stream that bisects the planting areas, with Atkins silt loam underlying the wet area near Bottom Road, Philo silt loam, then Pope fine sandy loam beneath the main crop field. All three are very deep, acidic floodplain soils derived from alluvial, or water-eroded, acid shale and sandstone sediments. Atkins silt loam is poorly drained, Philo silt loam is moderately well-drained, and Pope fine sandy loam is well-drained. All are of excellent fertility but Atkins requires wetland tree species only.

LANDOWNER OBJECTIVE

The landowner wishes to plant tree in the field on the property. This will improve wildlife habitat, conserve biodiversity, increase forest resilience to climate change, and protect water quality.

FORESTS OF RECOGNIZED IMPORTANCE

These are areas of woodland that have been identified at a larger landscape level which contain exceptional ecological, social, cultural or biological resource values. In Maryland, Forests of Recognized Importance (FORI) have been defined as those streamside woodland areas (also known as riparian woodland areas) which are of special importance to protecting the water quality of the Chesapeake Bay and the water quality of reservoirs that serve metropolitan areas. Specifically, these important riparian woodland areas are identified using specific data sets from the Maryland Biological Stream Survey, the Maryland Department of the Environment, and the Maryland Fisheries Services. Collectively, the woodland areas adjacent to these high quality stream areas – that is, within a 100-foot stream buffer area – are defined as Forests of Recognized Importance (FORI). The planting area was checked for the presence of FORI and a FORI area was identified in the planting area. The FORI is identified on the map included with this plan. When planning any forest management activities within this FORI area, you should work with a professional forester to ensure that the planned forest management activity does not harm or diminish the high quality stream resource that designates this as a FORI.

CULTURAL AND HISTORIC RESOURCES

The planting area was checked for cultural and historic resources using data provided by the Maryland Historical Trust (MHT) and no resources were noted as being located within the area.

RARE, THREATENED, AND ENDANGERED SPECIES

Based on nontidal wetland maps; rare, threatened and endangered species guidance maps, and a review of the State Natural Heritage database; no threatened or endangered species are found within the planting area.

SPECIAL SITES

Special sites are those areas in your woodland that offer unique historical, archeological, cultural, geological, biological or ecological value. From this definition, it can be noted that special sites include a wide variety of features. Based on a review of the relevant information available, no special sites were noted as being present in the planting area.

RECOMMENDATIONS/PRACTICES

Stand 1

This stand encompasses 7.73 acres and is the main planting area for this project. This area was kept in row crops most recently so the site is primarily stubble or bare ground. Therefore a cover crop will be necessary prior to planting. Installing a cover crop will prevent erosion and help to exclude invasive species. A mix deemed appropriate by Maryland Wildlife Service and/or United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) will be utilized. Otherwise, no other site preparation is required.

Stand 2

This stand is composed of the 1 acre of wetland planting area near Bottom Road. Part of this area has been mowed by the City with the rest being dominated by water-tolerant herbaceous species. Mowing of the whole stand prior to planting is recommended, if possible, to make planting easier. Due to the wet nature of this area, hand planting will be necessary.

Planting Details

The planting will consist of a diverse mix of native shrub/small tree species suited to the growing conditions of the site. All deciduous species are to be planted at a rate of 435 seedlings per acre, equivalent to a 10' x 10' spacing. Two rows of shrubs/small trees should border the road for visual softening, maintenance ease, and increased wildlife value. Large growing trees should be planted in rows in the remaining areas. Large growing deciduous tree species suitable for Stand 1 of this planting include northern red oak, southern red oak, white oak, sugar maple, red maple, black cherry, black locust, blackgum, persimmon, sycamore, and tulip poplar. Suitable shrubs/small trees for Stand 1 include redbud, blackhaw, witch hazel, and southern crabapple. Large trees suitable for Stand 2 include pin oak, willow oak, black willow, eastern cottonwood, sycamore, baldcypress, and sweetgum. Shrubs/small trees suitable to Stand 2 include common ninebark, black chokeberry, buttonbush, elderberry, and silky dogwood.

In total, the planting will consist of approximately 3525 large growing deciduous trees, and 225 deciduous shrubs/small trees. Stand 1 will be approximately 3275 large growing and 100 small trees/shrubs while Stand 2 will be the remaining 250 large growing trees and 125 shrubs/small trees. Five-foot tree shelters, with protective bird mesh, are to be placed over all seedlings. Approximately 3750 tree shelters will be needed. Please refer to the enclosed information on tree shelter use.

Continuous Management and Maintenance

In order to help ensure adequate levels of plantation survival and growth, maintenance of the practice will be necessary until the trees are considered established. This includes control of competing vegetation, monitoring and limiting the spread of invasive species, monitoring for insects and disease, and maintenance of tree tubes.

Competing vegetation to all new tree seedlings will need to be controlled for three to five years after planting. In the first year of planting, a strip or spot application of both a nonselective and pre-emergent herbicide will need to be applied along each planting row approximately one month after planting. For the first 2 establishment years, herbaceous competition control can be accomplished by

monthly strip mowings between the rows during the growing season, by spring strip herbicide applications between the rows followed by mowing in August, or by 3' minimum width strip spraying or 2' minimum radial spot spraying within the planting rows in spring coupled with between row mowings in the late spring and late summer. Radial spot spraying should at least occur around the trees that are protected with tree shelters to discourage vole predation of the trees. Where herbicides are used, all seedlings must be protected by either tree shelters or some other physical barrier so as to prevent damage to them.

Woody and vine competition control within the shelters themselves may also become necessary. Invasive woody species' seeds are often transported into tree shelters by birds, where they become established and compete with tree species. Coupled with annual shelter maintenance, the landowner should examine shelters for presence of undesirable shrub and vine species within the shelters. Target species can be treated through the cut and treat method of herbicide application by loosening zip ties and lifting the shelter. Cut the plant low to the ground and promptly apply herbicide to the cut surface. Be sure to properly reinstall the shelter and tighten zip ties after removal. Shrub and vine species outside the shelters can be managed through mowing or foliar herbicide in accordance with the herbaceous recommendations. However, if shrubs or vines outside the shelters are waist height or taller, the cut and treat method should be used as it is more effective.

Maintenance should continue until the planting is considered established and free of harmful competition from surrounding vegetation. Annual tree shelter inspection and maintenance, as needed, is also recommended. Shelters can be removed when the trees are larger than 2" where they emerge from the shelter. However, trees can remain in shelters to protect them from buckrubs until they start to split the shelters themselves. If bark rot becomes a problem, promptly remove shelters from affected trees and those similar to them. Fertilization of the seedlings is neither recommended nor required for this planting. Further maintenance activities are left to the discretion of the landowner. Information regarding regular maintenance activities, timing, and execution has been included in this packet.

ADDITIONAL COMMENTS

Riparian Forest Buffers

Riparian forest buffers, or strips of forest bordering waterways, are complex ecosystems that provide vital stream related habitats along with water quality improvements. Riparian forests can remove many nonpoint source pollutants (e.g.- excess nutrients, sediment, and toxics) from surface runoff and shallow groundwater by filtering overland and subsurface flow through the sponge-like forest floor. Their canopies shade streams, helping to optimize light and temperature conditions for a variety of aquatic plants and animals, and their root systems stabilize streambanks and prevent erosion. Riparian forests also directly provide organic particulate matter that serves as the building block of the aquatic food chain. Many species of wildlife depend upon riparian forests for their entire life cycles, while others are dependent upon them as travel corridors between habitat types. Riparian areas are also often highly productive growing sites that can result in quality timber stands. These benefits can be realized here through the sound management of the riparian forests being established on the property.

Forest Health

Maintaining the health of your forest is an important goal for all land owners. Trees provide some of the basic necessities of life (oxygen, shelter, forest products) as well as helping to maintain and improve the environment in which we live. A healthy forest provides cleaner air and water as well as reduced soil erosion. By maintaining and improving forest health through sustainable forestry practices, the health of the environment as a whole is sustained.

Integrated Pest Management

Insects and disease damage or destroy trees of all ages. Being observant of changes and unusual conditions during the growing season helps to detect these agents before they become hazardous. Insects and disease can attack the roots, trunk, branches, and leaves of a tree. Forest pests include, but are not limited to: anthracnose, galls, fungi, root rot, borers, leaf miners, sawflies, mites, scales, aphids and caterpillars. The foresters can be contacted for assistance in diagnosis and control.

The Gypsy moth (*Lymantria dispar*) is the most serious pest of oak trees in North America. Gypsy moth was introduced to the Northeast United States in the late 1880's from Asia. Gypsy moth populations fluctuate from year to year. When densities are high, trees may become completely defoliated as was observed during previous years in several locations across Washington County. In many instances, a tree will survive a heavy defoliation, but combined with drought conditions many trees do not survive multiple years of gypsy moth infestation. The pest has few natural enemies. Nucleopolyhedrosis virus usually causes the collapses of outbreak populations and most recently an entomopathogenic fungus species has caused mortality in the populations. Suppression is most often accomplished with aerial spray programs, both by private companies and state and federal agencies. For more information on suppression of gypsy moth in Washington County, contact your County forestry office at 301-791-4733.

Spotted Lanternfly is a recently introduced invasive insect originally from Asia. It was first reported in the Mid-Atlantic in Pennsylvania in 2014 but was already established when reported. It has since spread to Delaware and Virginia and is poised to be of a significant impact on Maryland's forest health. It travels mainly via humans attached to stone, lumber, etc as a grey colored waxy egg mass that is difficult to detect. Once hatched these insects feed by piercing and sucking the juice from host plants causing stunted growth, reduced yields, and ultimately death of the associated plant. The insect also produces honeydew, a sticky substance that attracts other insects and supports the growth of black sooty mold fungus that blocks sunlight. Host plants are varied and the list of affected species is still growing but now includes almost all hardwoods, fruit trees, and some conifers. There is evidence that adults prefer, and may need, to feed on an invasive tree called tree-of-heaven (*Ailanthus altissima*) and so removal of these trees may discourage the spread of the insect in your area. The adults are large insects and have few known natural predators. Nymphs are susceptible to sticky traps placed on tree-of-heaven trunks. Please report suspect insects to dontbug.md@maryland.gov and dead specimens may be delivered to the Maryland Department of Agriculture. A pest alert factsheet has been included and more information is available from the Maryland Department of Agriculture and University of Maryland Extension.

Invasive Species Identification and Control

Many natural areas in Maryland are negatively impacted by a variety of nonnative plants, insects, and diseases. Collectively known as invasive species, these nonnative organisms have the ability to invade natural areas and take over their ecosystems at the expense of native plants and animals. Mile-a-minute, ailanthus, autumn olive, Canada thistle, Japanese stiltgrass, garlic mustard, gypsy moth, emerald ash borer, multiflora rose, callery pear, and kudzu are some well known invasive species found throughout the region. Such invasive plants and insects can become quite problematic for forest landowners. From vines that take over disturbed areas and forest edges and canopies, to insects that defoliate and girdle trees, to diseases that kill desirable tree species, these invasives not only have the ability to decimate the natural ecosystem, they are also difficult to control. Identifying invasive species that may be present in your woodland and minimizing their spread is an important activity toward maintaining a healthy forest. Since these invasives can become established at anytime, however, you should continually monitor your woodland for any encroachment of invasive species. Most invasive species can be controlled with persistent efforts, but you need to know the correct approaches so as to avoid wasted effort and money. Contact the MD DNR Forest Service for further assistance if you note any occurrence of invasive species on your property. Information sheets on selected forest invasive species are found on the DNR Forest Service website at: <http://www.dnr.maryland.gov/forests/programapps/pests.asp>.

Additional information on invasive species, as well as many other useful and informative web links related to this topic can be found on the DNR Wildlife and Heritage website at: <http://www.dnr.state.md.us/invasives/index.asp>.

Ecosystem Services

Trees, and forests more generally, are providers of many ecosystem services. Ecosystem services are the often un-noticed benefits gained from the natural

environment such as pollination, flood water control, and decomposition of wastes. Many of these services require that the natural system be in good working order. Natural water filtration, for example, requires wide buffers of trees or other vegetation along stream banks. Even when not in a forest, trees provide tangible services. In an urban setting trees process volatile chemicals that are given off by asphalt, concrete, and other materials improving air quality. In a homeowner's yard a well-placed tree can save on cooling costs by providing shade in the summer. Current research is attempting to quantify the value of these services. However, there are already some resources available that can help calculate these benefits and provide recommendations on how best to utilize them (<https://www.itreetools.org/>). For more information on ecosystem services, go to the USDA Forest Service "Ecosystem Services" webpage at: <https://www.fs.fed.us/ecosystemservices/>.

Climate Change and Your Forest

In recent years, increased interest has developed in regards to managing woodlands to increase carbon storage for climate change mitigation. Atmospheric carbon dioxide can be stored as carbon in trees through normal growth processes, which can help to offset other sources of carbon dioxide entering the atmosphere from various other sources, such as fuel emissions. When forests are harvested, long-term carbon storage can also be achieved through wood products made from the harvested trees. Sustainable forestry practices that promote a healthy and vigorous growing woodland can increase the ability of your forest to capture atmospheric carbon dioxide. By following the management recommendations provided in your Stewardship Plan your woodland can store more carbon and capture it at a faster rate. Further information on woodland carbon management can be found by visiting the USDA Forest Service website: <http://www.fs.fed.us/ecosystemservices/carbon.shtml>.

Forests and Pollinators

Pollinators are an integral part of any functional ecosystem. In forests, pollinators are found at every level of the canopy and at most times during the growing season. However, different groups and species of pollinators are active at different times and rely on different plant species, though all have a similar need for larval habitat, pollen, and nectar. Forests are key sources for all of these elements. Many native tree species are host to at least one insect pollinator. Some tree/shrub species, like spicebush (*Lindera benzoin*), host a specific species which can reproduce only on its host plant, or few others. The majority of native Maryland tree/shrub species, however, host hundreds of species of larvae. Trees provide a variety of bloom colors at different times during the growing season which attract different groups of pollinators. While many trees bloom early in the season, late blooming species like witch hazel (*Hamamelis virginiana*) or basswood (*Tilia americana*) are at least as important, providing nectar and pollen at a time few other plants are in bloom. When not in bloom, trees provide shelter and moderate extremes during rainy and hot days. At a landscape level, some pollinators will only use flowers from a source nearby their colony or nest, with larger pollinators flying further, while others will "free roam forage," with no real home range. This means diverse, quality forest habitat that is spread across the landscape and mixed in among other land uses provides the greatest benefit for the most pollinator species. Pollination services account for 89% of mast food for wildlife while 30% of human crops rely solely on insect pollination. Conserving pollinators as a resource is important for both human

and wildlife well-being. For more information, the Xerces Society (<https://xerces.org/>) provides region-specific guides for pollinator conservation while the US Forest Service Pollinators webpage (<https://www.fs.fed.us/wildflowers/pollinators/>) provides an overview of pollinators and associated benefits in forests.

MANAGEMENT PRACTICE SCHEDULE

COMPLETION DATE	PRACTICE	STAND	ACRES
2021	Install cover crop	1	7.73
Fall/Winter 2021	Site preparation: Mowing	2	1
March-May 2022	Plant seedlings, install tree shelters	1 + 2	8.73
June 2022	Control competing vegetation through strip/spot spraying	1 + 2	8.73
2022-2027 (or longer)	Control of competing vegetation through mowing, herbicide, or a combination thereof	1 + 2	8.73
2021-2036	Annual/Continuous plantation maintenance needed to insure continued health and vigor 1. Control of competing vegetation 2. Monitor and limit the spread of invasive species 3. Tree shelter maintenance 4. Monitor for insects and disease	1 + 2	8.73
2036	Update plan	1 + 2	8.73

To provide you further assistance and advice in carrying out the recommended practices, please contact Aaron Cook or Robert Schwartz, Foresters.

Telephone Numbers

Forestry: 301-791-4733

Suggested planting list

City of Hagerstown Department of Parks and Engineering
C/O Rodney Tissue, Director
1 E. Franklin Street
Hagerstown, MD 21740

Wilson Water Treatment Plant

8.73 acres

Shrubs/Small Trees= 225

Large Trees= 3525

Shelters & Stakes= 3750

Strip spray post-planting - nonselective, no residuals, Spot spray around shelters in areas where mowing is not feasible.

Stand 1

White Oak	450
Northern Red Oak	450
Southern Red Oak	100
Sugar Maple	300
Red Maple	200
Black Cherry	300
Black Locust	400
Blackgum	200
Persimmon	200
Sycamore	300
Tulip poplar	500
Redbud	25
Blackhaw	25
Witch Hazel	25
Southern Crabapple	25

Stand 2

Pin Oak	50
Willow Oak	25
Eastern Cottonwood	50
Black Willow	50
Baldcypress	50
Sweetgum	25
Common Ninebark	25
Black Chokeberry	25
Buttonbush	25
Silky Dogwood	25
Elderberry	25

**STORMWATER PROTECTION PROGRAM
FY21-FY25 RESTORATION PLAN**

	TECHNIQUE	DESCRIPTION	EQUIVALENT IMPERVIOUS ACRES (EIA)	IMPERVIOUS ACRES	ESTIMATED TIME FRAME	TREATMENT CREDIT	ESTIMATED DESIGN/BUILD COST	ESTIMATED COST PER ACRE TREATED
1	STREETSWEEPING	(Based upon 410 tons in FY 20)	0.40	-	ONGOING	164 Acres (allowed to be counted once)	\$300,000+/- annually	\$9,146/acre
6	INCENTIVE PROGRAM	Large Scale			Start winter 2021	Estimate 5 Acres (total in five years)	\$250,000+/- annually	\$250,000/acre
		Small Scale			Start summer 2021	Estimate 0.5 Acre (total in five years)	\$30,000+/- annually	\$300,000/acre
2	STREAM RESTORATION	Pangborn Park (400 LF)	0.03	-	Under Construction	12 Acres	\$230,000	\$19,166/acre
		Greens @ Hamilton Run (1500 LF)	0.03	-	FY2023	45 Acres	\$800,000	\$17,778/acre
		Longmeadow/Mills Park (1200 LF)	0.03	-	FY2022	36 Acres	\$1,000,000	\$27,778/acre
		City Park (200 LF)	0.03	-	FY2023	6 Acres	\$160,000	\$20,000/acre
3	REFORESTATION	Willson Treatment Plant (8.65 acres)	0.38		Spring 2022	3.3 Acres	\$10,000 for Maintenance	See note 3
		Edgemont Watershed (Estimate 11 acres)	0.38		Fall 2022	4.2 Acres	\$10,000 for Maintenance	See note 3
		West End Water Tank Rock Willow Site (Estimate 4 acres)	0.38		Fall 2022	1.5 Acres	\$5,000 for Maintenance	See note 3
4	STORMWATER FACILITY RETROFITS	MKS Business Park	-	20 Acres	FY2022	20 Acres	\$500,000	\$25,000/acre
		North High	-	62.5 Acres	FY2024	62.5 Acres	\$1,250,000	\$20,000/acre
		Fairgrounds Park (Ice Rink)	-	18.3 Acres	FY2024	18.3 Acres	\$366,000	\$20,000/acre
		Community Rescue	-	7 Acres	FY2025	7 Acres	\$140,000	\$20,000/acre
		Hagerstown Industrial Park	-	5 Acres	FY2026	5 Acres	\$250,000	\$50,000/acre
5	GREEN STREET PROJECT	Woodland Way (between May Street and Ivin Avenue)		Assume 2 acre	FY2024	2 Acres	\$300,000	\$40,000/acre
		West Hillcrest Road (between Pennsylvania Avenue & St Clair Street)		Assume 2 acre	FY2022	2 Acres	\$100,000	\$40,000/acre
	TOTALS					394.3 Acres	\$5,121,000	

LAST REVISED 12/28/2020

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

Topic:

Approval of Invest Hagerstown: City Center Redevelopment Grant Application for 53 W. Washington Street – Blackthorn Capital Partners LP

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move for the Mayor and City Council to approve the attached Invest Hagerstown City Center Redevelopment Grant application for the renovation project at 53 W. Washington Street with estimated total projects costs of \$4,091,587. Staff are authorized to issue a Letter of Commitment to Blackthorn Capital Partners LP for a grant in the amount of \$250,000 with a project completion deadline of May 1st, 2023.

No funds will be dispersed until staff have verified that all work in the development plan is completed to the City's satisfaction and the total project cost expenditure requirements have been met. Funding for this grant will come from the Invest Hagerstown line item in the Economic Redevelopment Fund.

Action Dates:

DATE OF PASSAGE: 10/26/2021

ATTACHMENTS:

File Name

102621_Invest_Hagerstown_53_W_Washington_St.pdf

Description

102621_Invest Hagerstown
53 W Washington

REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: 10/26/2021

TOPIC: **Approval of Invest Hagerstown: City Center Redevelopment Grant
Application for 53 W. Washington Street – Blackthorn Capital Partners LP**

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

MOTION: I hereby move for the Mayor and City Council to approve the attached Invest Hagerstown City Center Redevelopment Grant application for the renovation project at 53 W. Washington Street with estimated total projects costs of \$4,091,587. Staff are authorized to issue a Letter of Commitment to Blackthorn Capital Partners LP for a grant in the amount of \$250,000 with a project completion deadline of May 1st, 2023.

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DATE OF PASSAGE: 10/26/2021



Community & Economic Development

Advancing the Economy, Image and Quality of Life

INVEST HAGERSTOWN

CITY CENTER & CITY-WIDE Redevelopment Grant Program Application

Property Information

Property Address: 53 West Washington Street, Hagerstown, MD 21740

Check One: ☒ City Center Grant ☐ City Wide Grant
One: ☐ Commercial Building ☒ Mixed-Use Building

Applicant Information

Property Owner

Company (legal ownership of property): Blackthorn Capital Partners LP (Contract Purchaser)

Contact and Title: Tony Brown, Chief Executive Officer

Phone Number: 703-928-9352

Email Address: mtjmhbrown@gmail.com

Address of Business: 9909 Deerfield Pond Drive, Great Falls, VA 22066

Business Phone Number: 703-928-9352 Business Website: N/A

Project Information

Is this project utilizing the Opportunity Zone? ☒ Yes ☐ No

Click [HERE](#) to look up an address on the Opportunity Zone map.

If yes, the following criteria for Qualified Opportunity Zone (QOZ) property is required:

1. Was the property purchased by a QOZ Fund or QOZ business after December 31, 2017? ☒
Yes ☐ No
2. Comes into original use with the QOF or QOZ Business or is substantially improved? ☒ Yes
☐ No
3. Substantial improvement is 100% of the value of the assets, excluding land value for real estate? ☒ Yes ☐ No

Time frame for project completion (excluding tenant fit-out): One Year

14 N. Potomac Street, Suite 200A | Hagerstown, MD 21740 Tel: 301.739.8577 Ext. 111 | Fax: 301.739.3117
Email: dcled@hagerstownmd.org www.hagerstownmd.org

Expected Start Date: Q1 2022

Expected Completion Date: Q4 2022

Note: Any schedule beyond two years shall require Mayor and City Council approval.

Do tenant spaces have Use and Occupancy Permits yet? ☐ Yes ☒ No

Are new residential units proposed? ☒ Yes ☐ No

If yes, provide number of units and square footage calculations for each unit: 21 units – see Exhibit A

How many new jobs will be created within 2 years of the project completion? Approximately 20 new jobs

How many jobs will be retained as a result of this project? None – property has been vacant

How long has the property been 100% vacant? Since November 2020

If partially vacant: 75% vacant for decades

Describe the investment impact and the aesthetic impact on the immediate commercial area/neighborhood: See Exhibit C

A financing plan is a required attachment. Describe the financial feasibility of the proposed funding sources, and describe the development experience of the applicant: See Exhibit D

Provide any additional description of how the proposed project supports the following program goals:

- Inspire and enable significant redevelopment, both city-wide and in the urban core, reusing and repurposing existing vacant and under-utilized properties.
- Create the opportunity for new jobs throughout the City of Hagerstown and Washington County.
- Increase the value of Hagerstown's commercial and mixed use properties.

Required Attachments:

- ☒ Description of proposed renovation and construction work.
- ☒ Design plans and occupancy plan.
- ☒ Project budget/construction cost estimates.
- ☒ Construction timeline.
- ☒ Financing plan showing proposed funding sources and indicating any other grants or incentives for the project.

Grant Request Amount: \$250,000

Total Project Cost: \$4,554,458

Applicants must comply with all conditions indicated on their application form and in the published Program Guidelines and subsequent information provided in support of this application and eligibility criteria of the program, particularly including receipt of buildings permits for proposed work and implementation of approved development plan and schedule. Any changes to the approved development plan and schedule must be resubmitted for review and approval of the Invest Hagerstown Committee to determine continued eligibility of the project. If a project is disqualified, any financial incentives received to date will be required to be repaid to the City. There may be additional project information requested from the developer at any time during the process.

If approved, the developer shall be responsible to report the following to the City of Hagerstown Department of Community and Economic Development – dcled@hagerstownmd.org :

1. Progress reports every month on status of project milestones and any anticipated changes to the project plans;
2. Reporting to the City, at completion of construction, the square footage per use type of the renovated space (e.g., office, retail, restaurant);

Applicant Signature:

By signing below, I certify that the information above is true and correct, I agree to comply with the program requirements and eligibility as described in the Invest Hagerstown Grant Guidelines, and I understand that if my application is approved, failure to comply will result in termination of the Letter of Commitment.

P. Celly Brown

July 19, 2021

Applicant's Signature

Date

Return to:

City of Hagerstown
Department of Community & Economic Development
14 N. Potomac, Suite 200A, Hagerstown, MD 21740
Phone: 301-739-8577 ext 111 Email: dcled@hagerstownmd.org

[vs. 06.18.2019]

Exhibit A

Estimated Project Milestones

Completion of Architect's Contract Drawings – December 2021
Receipt of Historic Tax Credit Approval – December 2021
Submission of Plans for City Approval – January 2022
Submission of Plans for Preliminary Contract Bids – January 2022
Receipt of City Approval – March 2022
Receipt of Final Contract Bids – March 2022
Commencement of Improvements – April 2022
Completion of Improvements – September 2022
Final Inspections – October 2022
Certificate of Occupancy – October 2022

Exhibit B

Renovation Plans

HISTORIC PRESERVATION CERTIFICATION APPLICATION
PART 2 – DESCRIPTION OF REHABILITATION

Property name **Updegraff Building**
Property address **49-53 West Washington Street, Hagerstown, MD** NPS Project Number _____

1. **Detailed description of rehabilitation work** Use this page to describe all work or create a comparable format with this information.
Number items consecutively to describe all work, including building exterior and interior, additions, site work, landscaping, and new construction.

Number 1	Feature <u>Brick at Front Facade</u>	Date of Feature <u>1882</u>
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Describe existing feature and its condition

The existing facade facing Washington Street features decorative brick above the second, third and fourth floors. The vast majority of the brick is painted a beige color. It appears to be holding fairly well with the exception of the area around the recessed entry to the stair. It is here that the red clay brick color shows through. The mortar joints appear to be fairly tight and no evidence of settling or structural cracking is obvious.

Photo numbers E-1 to 3, 6, 28, 29, and 30 Drawing numbers N/A

Describe work and impact on feature

The existing brick will be wire brushed and repainted the same color using a breathable Exterior Acrylic Latex Paint.

Number 2	Feature <u>Storefront</u>	Date of Feature <u>1882</u>
-----------------	----------------------------------	------------------------------------

Describe existing feature and its condition

The ground floor storefront features a large decorative central cast iron column, a transom of prismatic glass, double wooden doors, and slender historic storefront framing with plate glass panels. The paint coating on the wood horizontal portions of the wood storefront framing at the bottom of the glazing has eroded away. The wood appears to be salvageable.

Photo numbers E-1, 2, 27, 31 and 32 Drawing numbers N/A

Describe work and impact on feature

The storefront will be hand scraped, wood filled, primed and painted the same black color. The black paint applied to the back of the prismatic glass spelling the word BEAD will be carefully removed with peel away paint remover and then all surfaces neutralized according to manufacturer's instructions. The double wood doors will be lightly sanded and then coated with Minwax polyurethane wood finish. The protective panels covering the historic door to the North stair tower will be removed. The glazing in the entry door will be replaced, and panic hardware installed. A key card entry will be mounted on a low post in the recessed entry.

COMPETITIVE COMMERCIAL CERTIFICATION APPLICATION
PART 2 – DESCRIPTION OF REHABILITATION

Property name **Updegraff Building**
Property address **49-53 West Washington Street, Hagerstown, MD**

5. Detailed description of rehabilitation work Use this page to describe all work or create a comparable format with this information.
Number items consecutively to describe all work, including building exterior and interior, additions, site work, landscaping, and new construction.

Number 3	Feature <u>Metal cornices</u>	Date of Feature <u>1882</u>
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Describe existing feature and its condition

The facade features two metal cornice bands. One tops the ground floor openings. The other caps the facade. Both are in fairly good shape with no missing or damaged components.

Photo numbers E-2, 28, 29, 30, 31 Drawing numbers N/A

Describe work and impact on feature

The metal components will be wire brushed and repainted with an enamel paint of the same color.

Number 4	Feature <u>East facade of existing stair tower</u>	Date of Feature <u>1882</u>
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Describe existing feature and its condition

The lower three stories of the front 35' stair tower portion of the East facade bears evidence that the adjacent demolished building had been built first. The mortar in the brick joints exudes out of the spaces between the bricks and there are many voids where the masons pushed the brick up against the adjacent wall. These voids present pathways for water to migrate into the wall. The original faded painted signage for Updegraff sits high atop this section of the facade.

Photo numbers E-5, 7 and 34 Drawing numbers A3.1

Describe work and impact on feature

Because the coursing does not line up in many places and scrap bricks were used, simply repointing this wall will not work. The portion of the wall below where the roof scar is represented will be stuccoed. The larger holes will be filled with mortar, then a 1/2" scratch coat will be applied. A 1/4" finish coat with an integral color will be applied last. The Updegraff painted sign will be repainted with Keim pigment paints that will take it another 50 or more years.

COMPETITIVE COMMERCIAL CERTIFICATION APPLICATION
PART 2 – DESCRIPTION OF REHABILITATION

Property name **Updegraff Building**
Property address **49-53 West Washington Street, Hagerstown, MD**

5. Detailed description of rehabilitation work Use this page to describe all work or create a comparable format with this information.
Number items consecutively to describe all work, including building exterior and interior, additions, site work, landscaping, and new construction.

Number 5	Feature East Wall Masonry	Date of Feature 1882
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Describe existing feature and its condition

The areas of the existing east facing wall excluding the stair tower wall are in need of pointing in some places. A few areas between the jack arches and sills are exhibiting structural cracking. In these same locations the brick in the jack arches have lost faces and are in need of replacement. Vines have grown over the facade and a myriad of cut pipes, defunct devices and wires were left protruding from the brick facade. An area of this same facade features stucco or a waterproofing compound where the second floor of the adjacent building once stood. The brick on both the front and back halves of the East wall feature brick in a running bond pattern but the header courses on the brick at the back portion are a contrasting color.

Photo numbers **E8 to 13**

Drawing numbers **N/A**

Describe work and impact on feature

Vines will be removed. Leftover wires, telephone boxes, condensate pipes and power line supports will be removed and the holes left filled with toothed in matching brick or mortar depending upon the size of the scar. The brick will be spot pointed only where needed with a brick that matches the color, strength and tooling of the original mortar joints. Mortar samples will be analyzed for composition and matched. Sample panels will be made for both the front and rear brick areas and submitted for review.

Number 6	Feature North and East Wall Upper Windows	Date of Feature
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Describe existing feature and its condition

The upper levels of the front facade feature four over four wood windows. The upper floors of the older front portion and the second floor of the rear portion both feature six over six double hung wood windows. The third and fourth floors of the rear portion feature eight over eight double hung wood windows. Although the windows have been left unpainted in areas none of them appear to require replacement. On the East elevation the sills have been loosely wrapped with metal flashing that is now bent up and warped in many places or corroded away completely. The windows on the front facade and the eight over eights on the east facade have counterweights and pockets to help lift the sash. The six over six on the east facade do not have pockets or weights. The eight over eight windows on the West facade have been replaced with mock windows using 1 x 1 square stock and plexiglass.

Photo numbers **E-2, 8 to 13, and 18 to 21**

Drawing numbers **A3.1**

Describe work and impact on feature

The windows on the East and North facades will be restored. The sashes will be removed and stripped off site and the tracks will be stripped on site (or lined) to avoid generating lead dust from friction after the apartments are occupied. The six over six windows without counterweights will have spring balances pocketed into the frame to make the sashes safe for use. The mock windows on the third and fourth floors will be replaced with windows that match those extant on the East elevation. Detailed window sections and elevations of the existing and proposed will be provided for review.

COMPETITIVE COMMERCIAL CERTIFICATION APPLICATION
PART 2 – DESCRIPTION OF REHABILITATION

Property name **Updegraff Building**
Property address **49-53 West Washington Street, Hagerstown, MD**

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Number items consecutively to describe all work, including building exterior and interior, additions, site work, landscaping, and new construction.

Number 7	Feature South Facade	Date of Feature 2017
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Describe existing feature and its condition

The partial collapse and subsequent demolition of the adjacent building also caused the rear addition of the Updegraff building to partially collapse and be demolished. After the demolition, structural engineering analysis was done and it was determined that the rear wall needed to be infilled with a wall that resisted the lateral and shear forces on the building. The resulting design is a wood frame covered with yellow cement lap siding on the upper floors and cement panels on the ground floor. The engineer has indicated that penetrations could be added back in that would allow windows. The previous Owner installed a Fypon (plastic covered foam) decorative cornice above the ground floor.

Photo numbers E-15, 16 26 Drawing numbers A3.1

Describe work and impact on feature

The rear facade will be reconfigured to include two triple-double-hung eight over eight units at the second, third and fourth floors and clerestory windows on the first floor. Aluminum sunshades will be incorporated to block the unwanted hot summer sun and save energy. The Fypon cornice will be removed. The recently added brick course will remain and a cast stone cap will be installed.

Number 8	Feature Existing Stairs	Date of Feature 1882
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Describe existing feature and its condition

An existing wooden stair at the Northeast corner connects all floors. The existing masonry walls appear to have been created using salvaged brick as they are different sizes, colors and textures. Some of the individual bricks have paint remnants on them but it does not appear that the entire wall was ever painted. The existing interior handrail consists of a frame wall covered with tongue and groove beaded board and a rectangular 2 x 4 handrail. The handrail/wall assembly is far shorter than the 42" required for guard rail assembly. At the fourth floor the remnants of a hoist remain complete with gears. Another wooden winder stair connects the third and fourth floors and a third winder connects the second and third.

Photo numbers 1-30 to 33, 2-20 to 21, 3-1 to 3 and 38, 4-2, 25 and 41 to 45 Drawing numbers A2.1, A2.2

Describe work and impact on feature

A metal pipe handrail will be added to the outer walls of the staircase to meet code. The walls will be hand wire brushed and then a matte finish clear breathable sealer (see attached specifications) will be applied to prevent lead contamination. If the code official does not allow the existing interior railing to remain as is, a pipe handrail will be mounted to the interior of the stair to provide the 42" guardrail height needed. The hoist mechanism on the fourth floor will be maintained and featured. The other two stairs will be removed and replaced in that same area with a stair that connects all floors.

Property name **The Updegraff Building**
Property address **49-53 West Washington Street, Hagerstown, MD**

5. Detailed description of rehabilitation work Use this page to describe all work or create a comparable format with this information.
Number items consecutively to describe all work, including building exterior and interior, additions, site work, landscaping, and new construction.

Number 9	Feature <u>East Façade Alterations/Addition</u>	Date of Feature <u>N/A</u>
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Describe existing feature and its condition:

The previous Owners constructed a 44' x 12' foundation for a new elevator and stair tower at the Southeast corner of the building. The design intent at the time was to have this go full height providing vertical circulation to all floors from the addition. The addition would have caused 10 windows to be removed and three others to be converted to doors and would have concealed over 25% of the East facade. The new Owner intends to obtain a brewery tenant that has large brew tanks that need more than a standard wood floor for support. Further North on the east facade a large pair of doors with casement windows above on the ground floor was likely used for large deliveries between buildings when the two buildings were connected. It was severely modified recently to reduce the overall door width by 2' causing them not to align with the windows above. The replacement doors are also approximately 15" shorter causing an awkward transom area above.

Photo numbers E-14, E-15

Drawing numbers A3.1

Describe work and impact on feature

The design has been modified to reduce the size of the addition and to instead accommodate the brew tanks on top of this new concrete foundation. Only the elevator tower will go full height. The second egress stair will be installed on the interior of the building. The vestibules on each floor will be transparent further reducing the amount of facade concealed by the addition. Only three windows will need to be removed and three converted to doors. A ground floor enclosure will be created for entry to both the restaurant/brewery and apartments. The awkward pair of doors and transom further North on the east facade will be replaced with full height doors that will match the width of the opening above.

Number 10	Feature <u>Pressed Metal Ceilings</u>	Date of Feature <u>1882</u>
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Describe existing feature and its condition

The ceilings of the first floor and the rear portion of the fourth floor are pressed metal. They are in fairly good shape and remarkably intact.

1-1, 1-3, 1-4, 4-32, 4-37

N/A

Photo numbers

Drawing numbers

Describe work and impact on feature

The existing metal ceilings will remain and be hand brushed and repainted. The metal ceilings on the first floor need to be coated with No-Burn in order to achieve the 1 hour rating required to separate Assembly from R-2 uses. Just a few of the metal panels on the first floor will be carefully removed and reinstalled to install plumbing.

Property name **The Updegraff Building**
Property address **49-53 West Washington Street, Hagerstown, MD**

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Number 11	Feature Wood Floors	Date of Feature 1882
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Describe existing feature and its condition

The existing wood floors are in good shape. They are true and intact. They vary in width and species. A center section of wood flooring alongside the columns on each of the second floor is raised about an inch and a half. This was presumably for reinforcement of the area frequented by rolling carts.

Photo numbers 1-3, 6,7,18,and 19; 2-1, 2, 5, 19, and 24; 3-10, 36; 4-3, 6, 7, 16, 36, 38

Drawing numbers N/A

Describe work and impact on feature

The existing wood floors will be maintained. To a large extent the center raised area on the second floor will become the floor of the corridors. All of the wood floors will be lightly sanded and refinished.

Number 12	Feature Sprinkler system	Date of Feature Unknown
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Describe existing feature and its condition

There is an existing sprinkler system in the building. The main line enters in the crawlspace and then up through the rear portion of the building where it branches into two sections with one for the front and one for the rear.

Photo numbers 2-1, 24, 25; 1-8, 18, and 24

Drawing numbers N/A

Describe work and impact on feature

The Owner hopes to reuse as much as possible. All of the system components currently run exposed. Any additions to the system or alterations to accommodate revised partition layouts will also run exposed where there are no dropped ceilings and be painted to match the ceiling.

Property name **The Updegraff Building**
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Number 13	Feature HVAC/Plumbing/Electrical Systems	Date of Feature
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Describe existing feature and its condition

The electrical, plumbing and HVAC system for the existing building is not to code. On the ground floor there is no fresh air supplied and the HVAC system is grossly undersized to handle the volume of space. There are no HVAC systems for the upper floors. The lights on the upper floors are bulbs on hanging cords. At present there is one toilet each on the ground floor, second floor and third floor.

Photo numbers 1-13, 15, 29

Drawing numbers N/A

Describe work and impact on feature

All new electrical, plumbing and HVAC systems will be installed. The interior system components for the ground floor will go in the crawlspace. The exterior units will go on top of the elevator tower. The residential units will be heated and cooled with pancake-style split systems. The interior unit will be concealed above the bathroom/kitchen areas in a dropped ceiling with any supply ducts required running exposed in natural galvalume round ductwork. The exterior units will go in small groupings on top the main roof far enough back to not be visible from the street.

Number 14	Feature First/Second Floor Light wells	Date of Feature 1882?
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Describe existing feature and its condition

At two locations on the second floor there are light wells with horizontal glazed sashes. Surrounding the openings are low frame barrier walls clad with painted beaded board. On the exterior wall of the second floor adjacent to the light wells are triple 6/6 double hung windows with 6 panel transoms above. The light wells were created to illuminate the ground floor with natural light. They are not rated.

Photo numbers 1-3, 5, and 28; 2-10, 2-11, 2-15, 2-17

Drawing numbers A2.1, A2.2

Describe work and impact on feature

The existing framed openings/sashes will remain as they are from below. One hour rated Fireframes translucent flooring system (see attached literature) will be installed above the existing windows. The barrier walls will be removed above.

Property name Property **The Updegraff Building**
address **49-53 West Washington Street, Hagerstown, MD**

5. Detailed description of rehabilitation work Use this page to describe all work or create a comparable format with this information.
Number items consecutively to describe all work, including building exterior and interior, additions, site work, landscaping, and new construction.

Number 15	Feature Walls on Ground Floor	Date of Feature 1990's
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Describe existing feature and its condition

A modern frame construction wall was constructed in the last two decades to create a back wall for the retail store that used to sell beads. Other modern partitions were constructed under the mezzanine.

Photo numbers 1-2,3,8,12,13,21,22 and 23 Drawing numbers A2.1

Describe work and impact on feature

The new modern frame walls will be removed.

Exhibit C

Investment and Community Impact

BCP intends to redevelop the Updegraff Building into a mixed-use building that would be comprised of the following components: (1) retail space on the ground floor and (2) 21 apartment units on the 2nd, 3rd and 4th floors.

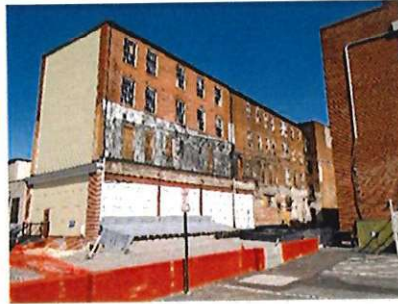
BCP intends to attract retail tenants that would create a destination place for City and County residents. Further, the apartment units are intended to be market rate units of a quality that will attract new residents to the City. Such new residents will hopefully help create a seven-day/seven-night environment downtown facilitating the continued efforts of the City to create a unique atmosphere in its Arts and Entertainment District.

BCP expects that it will incur acquisition and development costs of approximately \$4.6 million. Further, BCP expects that such costs will be financed as follows: (a) first mortgage loan in the amount of approximately \$2.3 million that will be repaid out of the operations of the property, (b) unsecured debt in the amount of approximately \$1.1 million that will be repaid out of local incentives (including the City Center grant) and proceeds from the sale of Maryland historic tax credits and (c) equity provided by opportunity zone investors in the amount of approximately \$1.2 million who will achieve investment returns from Federal historic tax credits and cash flow from operations of the property. BCP has received a "funding commitment" with respect to both the unsecured debt in the amount of approximately \$1.1 million and the equity provided by opportunity zone investors in the amount of approximately \$1.2 million.

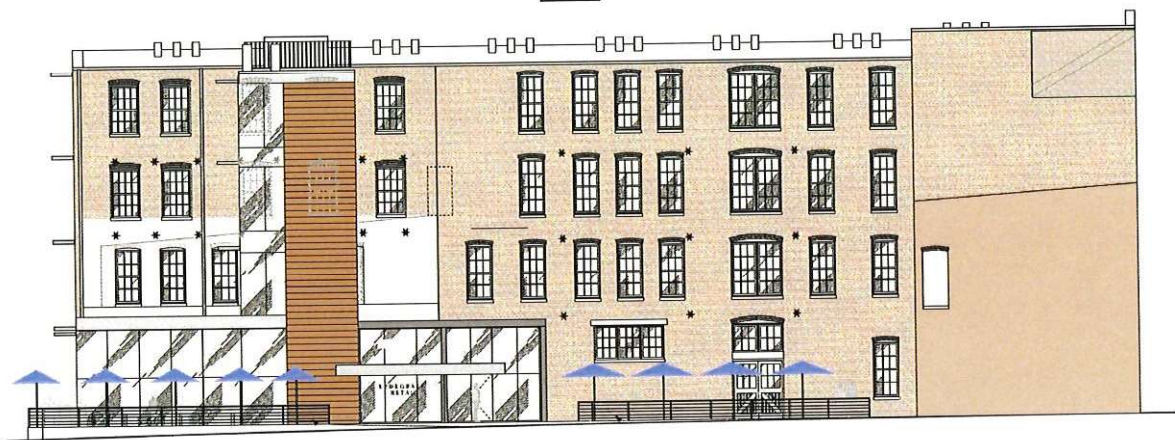
As indicated in the previous paragraph, BCP is applying for the following incentive programs: (1) Federal historic tax credits, (2) Maryland historic tax credits and (3) Hagerstown incentive programs (including the City Center Redevelopment Grant). The receipt of each of these incentives is critical in order to achieve the investment returns required by equity investors. If BCP receives each of these incentives, it believes that the property will be able to generate the minimum 7% return required by equity investors. If it does not receive each of the incentives, BCP does not believe that it will be able to achieve the minimum 7% return.

BCP anticipates the City will receive significant benefits from the proposed development. First, the City and its residents will benefit from the redevelopment of a vacant building in the middle of the new Hatters Square. The "Before" and "After" views are as follows:

Before



After



Second, BCP believes that the City and the County will receive significant financial benefits from the development. As a result of the approximate \$4.6 million investment by BCP, the City and the County will receive a significant increase in real estate and personal property taxes compared to what they receive with respect to the property today. In addition, the City and the County will receive a significant increase in sales tax generated by the development. These increases will come from the following sources: (1) the new apartment residents will live downtown 24/7 which will result in higher retail purchases from those residents and (2) the retail space will attract additional retail purchases from City and Country residents since it will bring a new experience for those residents.

Finally, the development will bring temporary construction jobs during the development period and will bring permanent retail jobs attributable to the new retail tenants.

Exhibit D

Letter of Commitment

COMMITMENT AGREEMENT

by and among

BLACKTHORN CAPITAL PARTNERS LP

and

THE INVESTORS SIGNATORY HERETO

Dated as of May 4, 2021

AGREEMENT

This AGREEMENT, dated as of May 4, 2021 (this "*Agreement*"), is made by and among (i) Blackthorn Capital Partners LP, a Delaware limited partnership ("*BCP*") and (ii) Paul Anthony and Monica Drennan Brown (collectively, the "*Investors*").

RECITALS

WHEREAS, BCP has entered into a letter of intent to acquire the property located at 53 W. Washington Street, Hagerstown, Maryland 21740 (the "*Property*");

WHEREAS, BCP will assign the right to purchase the Property to a newly formed affiliate (the "*BCP Affiliate*").

WHEREAS, the BCP Affiliate will need to obtain both debt and equity commitments from third-party financial institutions and investors to finance the acquisition and redevelopment of the Property; and

WHEREAS, the Investors have agreed to make the commitments discussed herein (the "*Commitments*") if the BCP Affiliate is unable to obtain the necessary debt and equity commitments on reasonable terms to finance the acquisition and redevelopment of the Property on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the representations, warranties and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. Commitments

Section 1.1 Capital Commitments.

(a) Unsecured Loan. Subject to the terms and conditions set forth herein, on the dates such funds are called by the BCP Affiliate, the Investors shall loan up to \$1,100,000 to the BCP Affiliate (the "*Unsecured Loan*") in the event that the BCP Affiliate is unable to obtain a similar commitment from a third-party lender on the terms and subject to the conditions set forth herein. Such Unsecured Loan shall be (1) unsecured and subordinated to any first lien mortgage debt, (2) bear interest at an annual compounded rate of 6%, (3) repaid in whole or in part with the proceeds of the Local Incentives and the HTC Sale and (4) repaid in whole on the third anniversary of each funding in the event that the proceeds of the Local Incentives and the HTC Sale have not previously resulted in the full repayment of the Unsecured Loan.

(b) Equity Interests. Subject to the terms and conditions set forth herein, on the dates such funds are called by the BCP Affiliate, the Investors shall contribute capital up to \$1,200,000 to the BCP Affiliate in exchange for an interest in the BCP Affiliate (the "*Equity Interests*") in the event that the BCP Affiliate is unable to obtain a similar commitment from third-party investors on the terms and subject to the conditions set forth herein. The Equity Interests shall entitle the Investors to receive the following distributions made by the BCP Affiliate: (i)

100% of the distributions shall be paid by the BCP Affiliate to the Investors until the Investors have achieved a 6% internal rate of return of and on their Equity Interests and (ii) 80% of the remaining distributions paid by the BCP Affiliate shall be paid to the Investors.

(c) Consideration. In consideration for the Commitments, BCP shall cause the BCP Affiliate to issue a profits interest (the "*Profits Interest*") to the Investors (or an assignee chosen by the Investors) at Closing. The Profits Interest shall entitle the Investors to receive 20% of the distributions made by the BCP Affiliate after the other owners of the BCP Affiliate have achieved a 6% internal rate of return of and on their investment. The Profits Interest shall be structured (within the reasonable judgment of BCP) so that it constitutes a "profits interest" for U.S. federal income tax purposes.

Section 1.2 Closing. The consummation of the issuance of the Profits Interest (the "*Closing*") shall take place on the date and time (the "*Closing Date*") that the BCP Affiliate acquires the Property.

Section 1.3 Funding of Commitments.

(a) Notice and Initial Funding.

(i) At least five Business Days prior to the Closing Date, the BCP Affiliate shall notify (the "*Notice*") the Investors if it has been unable to obtain the necessary debt and equity commitments on reasonable terms to finance the acquisition and redevelopment of the Property on the terms and subject to the conditions set forth herein. Such Notice shall advise the Investors (a) the nature of the funding that the BCP Affiliate shall require from the Investors and (b) the amount of funding that the Investors need to provide at Closing.

(ii) On the Closing Date, the Investors shall provide funding in accordance with the Notice.

(b) Subsequent Fundings. Subject to the terms of this Agreement, on each date additional funds are requested by the BCP Affiliate, the Investors shall pay or cause to be paid to the BCP Affiliate in cash by wire transfer of immediately available funds.

Section 1.4 Investor Default.

(a) Each Investor's obligation to fund the Commitments is joint and several and is absolute, unconditional and not subject to any contingencies, and all such payments shall, subject to the terms of this Agreement, be made without offset or reduction for any reason.

(b) In the event that the Investors fail to pay, or cause to be paid, when due, any portion of their Commitments in accordance with Section 1.3, the BCP Affiliate will provide written notice of such failure to the Investors (such notice, an "*Investor Default Notice*").

(c) If such Investors fail to pay or cause to be paid such required payment (the "*Defaulted Amount*") within ten (10) Business Days following the due date therefor (an "*Investor*

Default" and, such defaulting Investor, a "*Defaulting Investor*"), then the BCP Affiliate shall have the right, in its sole discretion:

(i) (A) to pursue legal action against such Defaulting Investor to collect the Defaulted Amount and any reasonable and documented out-of-pocket fees and expenses incurred by the BCP Affiliate in connection with such action and/or to seek to obtain specific performance of such Defaulting Investor's obligation to fund the Defaulted Amount, and (B) to the extent any portion of the Defaulted Amount has not been satisfied pursuant to clause (A) above, to withhold the unpaid portion of the Defaulted Amount from distributions that would otherwise be made to the Defaulting Investor or its affiliates; or

(ii) as its sole remedy, cause the amount of the interests in the BCP Affiliate held by such Defaulting Investor to be forfeited by such Defaulting Investor.

(d) Promptly following the forfeiture of any interests in the BCP Affiliate, the BCP Affiliate shall update its books and records to reflect such forfeiture.

(e) The Investors acknowledge that the BCP Affiliate may have no adequate remedy for an Investor Default. Consequently, any rights or amounts forfeited or deducted pursuant to this Section 1.4 or any assumption of rights in respect of allocations or distributions constitute a specified penalty or consequence permitted by applicable Law.

Section 1.5 Deliveries at Closing.

(a) Deliveries by the Investors. On the Closing Date, the Investors shall execute and deliver to the BCP Affiliate such documents and instruments as may be reasonably necessary to give effect to the transactions contemplated hereby.

(b) Deliveries by the BCP Affiliate. On the Closing Date, the BCP Affiliate shall execute and deliver to the Investors such documents and instruments as may be reasonably necessary to give effect to the transactions contemplated hereby.

ARTICLE II.

Nature of Investment and Related Commitments

Section 2.1 Investor Payment Obligations. In no event shall the Investors be required to make any capital contributions or other payments to the BCP Affiliate, except (a) as set forth in this Agreement or (b) as otherwise mutually agreed by the applicable parties in writing following the date hereof.

Section 2.2 Information Rights. Subject to customary confidentiality obligations and restrictions, so long as the Investors hold the Profits Interest, such Investors shall be entitled to receive (i) the annual financial reports of the BCP Affiliate, and (ii) quarterly updates (*i.e.*, a maximum of four (4) updates per fiscal year) with senior management of the BCP Affiliate via teleconference or other means of remote communication (provided that, to the extent practicable, one (1) of such updates may be in person at the offices of the BCP Affiliate) on such

dates as will be mutually agreed by the Investors and the BCP Affiliate. For the avoidance of doubt, during the updates, each participating Investor shall have the right to consult with the senior management of the BCP Affiliate with respect to significant business issues of the BCP Affiliate.

Section 2.3 Use of Proceeds. The BCP Affiliate shall use all of the funds provided by the Investors solely:

- (i) to fund the acquisition of the Property; and
- (ii) to pay the expenses to redevelop the Property as a mixed-use commercial property.

ARTICLE III. Representations and Warranties of BCP

BCP represents and warrants to the Investors as of the date hereof that:

Section 3.1 Organization and Authority.

(a) BCP is an entity duly formed, validly existing and in good standing under the laws of its jurisdiction of organization. BCP has all requisite organizational power and authority, as applicable, to enter into this Agreement and to consummate the transactions contemplated hereby and thereby.

(b) The execution, delivery and performance of this Agreement does not require any consent of any third party or any foreign, federal, state or local court, tribunal, agency, department, commission or office.

Section 3.2 Compliance with Law. BCP is in compliance in all material respects with all applicable laws, ordinances, rules or regulations or any applicable orders, arbitral awards, judgments or decrees of any court or with similar effect of any governmental authority or arbitrator (collectively, "*Laws*").

Section 3.3 Valid and Binding Agreements. This Agreement has been duly authorized, executed and delivered by BCP and will be the valid and binding obligation of BCP enforceable in accordance with its terms, except as may be limited by or subject to any bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general equity principles.

ARTICLE IV. Representations and Warranties of the Investors

Each Investor (severally and jointly) hereby represents and warrants to BCP as of the date hereof that:

Section 4.1 No Registration. Each Investor has been advised that (a) the Equity Interests and Profits Interest to be issued pursuant hereto has not been registered under the Securities Act; (b) each Investor may be required to hold the Equity Interests and Profits Interest

for an indefinite period; and (c) it is not anticipated that there will be any public market for the Equity Interests and Profits Interest.

Section 4.2 Purchase for Investment, Etc.

(a) Each Investor is acquiring the Equity Interests and Profits Interest for its own account, for investment purposes only and not with a view to, or for resale in connection with, the distribution or other disposition thereof or with any present intention of distributing or reselling any portion thereof.

(b) Each Investor is an "accredited investor" (as such term is defined in Regulation D under the Securities Act) and otherwise has such knowledge and experience in financial and business matters that each Investor is capable of evaluating the merits and risks of its investment hereunder. Each Investor can afford to bear the economic risk of holding its investment hereunder for an indefinite period of time and can afford to suffer the complete loss of its investment hereunder.

Section 4.3 Available Funds. Each Investor has or will have the funds available to pay the full amount of the Commitments when required to be so paid pursuant to this Agreement.

**ARTICLE V.
Miscellaneous Provisions**

Section 5.1 Costs and Expenses. Each of the parties hereto agrees to pay the expenses incurred by it in connection with the negotiation, preparation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, including the fees and expenses of counsel to such party.

Section 5.2 Governing Law; Severability; Waiver of Jury Trial.

(a) This Agreement, together with any claim or defense arising out of or based upon this Agreement or relating to the subject matter hereof (whether in contract, tort, or otherwise), shall in all respects be governed by, interpreted, and construed in accordance with, and all rights and remedies hereunder shall be governed by, the Laws of the State of Delaware (without regard to any conflict of law provisions that would result in the application of the laws of another jurisdiction). If it is determined by a court of competent jurisdiction that any provision of this Agreement is invalid under applicable Law, such provision shall be ineffective only in such jurisdiction and only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(b) TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HERETO WAIVES, AND COVENANTS THAT SUCH PARTY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR RELATING TO THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH THE DEALINGS OF ANY OTHER PARTY HERETO IN CONNECTION WITH ANY OF THE

ABOVE, IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT, TORT OR OTHERWISE.

(c) Each party hereto may file an original counterpart or a copy of this Section 5.2(b) with any court as written evidence of the consent of parties hereto to the waiver of their rights to trial by jury.

Section 5.3 Amendment. No amendment, waiver, change, modification or discharge of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the party against whom enforcement of any such amendment, waiver, change, modification or discharge is sought.

Section 5.4 Notices. All notices, demands and other communications to be given and delivered under or by reason of provisions under this Agreement shall be in writing and shall be deemed to have been given on the date when personally delivered, three (3) Business Days after being mailed by first class mail (postage prepaid and return receipt requested) or transmitted by email (but following confirmation of receipt thereof) (if sent before 5:00 p.m. Eastern Time on a Business Day (and otherwise on the next Business Day)), or on the date after being sent by reputable overnight courier service (charges prepaid), in each case, to the addresses or email addresses set forth below.

If to the Investors:

9909 Deerfield Pond Drive
Great Falls, Virginia 22066
Email: mtjmhbrown@gmail.com
mandtbrown5@gmail.com

If to BCP or the BCP Affiliate:

c/o P. Anthony Brown
9909 Deerfield Pond Drive
Great Falls, Virginia 22066
Email: mtjmhbrown@gmail.com

Section 5.5 Further Assurances. Subject to the terms and conditions of this Agreement, each party hereto agrees to use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, the parties hereto shall from time to time execute and deliver all such further documents and do all acts and things as the other parties hereto may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

Section 5.6 Complete Agreement; Counterparts. This Agreement constitutes the entire agreement, and supersede all other agreements and understandings, both written and oral, among the parties or any of them, with respect to the subject matter hereof and thereof. This

Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

Section 5.7 Assignment. This Agreement is not assignable by any of the parties hereto without the written consent of the other parties hereto; provided that, notwithstanding the foregoing, each Investor shall have the right to assign this Agreement or any of its rights or obligations hereunder in compliance with this Agreement.

Section 5.8 Interpretation. In this Agreement, unless otherwise specified or where the context otherwise requires:

- (i) The headings in this Agreement are inserted for convenience only and will not be construed as a part of this Agreement or serve as a limitation or expansion on the scope of any term or provision of this Agreement;
- (ii) words importing any gender shall include other genders;
- (iii) words importing the singular only shall include the plural and vice versa;
- (iv) the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation";
- (v) the words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (vi) references to "Articles" or "Sections" shall be to Articles or Sections of this Agreement;
- (vii) references to any Person include the successors and permitted assigns of such Person;
- (viii) the use of the words "or," "either" and "any" shall not be exclusive;
- (ix) wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control but solely to the extent of such conflict;
- (x) references to "\$" or "dollars" means the lawful currency of the United States of America; and
- (xi) references to any agreement, contract or schedule, unless otherwise stated, are to such agreement, contract or schedule as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

Section 5.9 Specific Performance. The parties hereto acknowledge that there would be no adequate remedy at law if any party fails to perform any of its obligations hereunder,

and accordingly agree that each party, in addition to any other remedy to which it may be entitled at law or in equity, shall be entitled to compel specific performance of the obligations of any other party under this Agreement in accordance with the terms and conditions of this Agreement. Each party hereby waives any requirement for the securing or posting of any bond or other security in connection with such remedy and any argument that an adequate remedy at law is available.

Section 5.10 Arbitration. To the fullest extent permitted by law, any dispute, controversy or claim arising out of or relating to this Agreement, including, without limitation, the validity, interpretation, performance, breach, alleged breach, negotiation or termination of this Agreement, shall be settled by binding arbitration to be held in Washington, D.C. before AAA pursuant to the Commercial Arbitration Rules of the American Arbitration Association or its successor ("AAA"). Any such arbitration shall be in front of a panel of three arbitrators comprised of one arbitrator designated by the Investors, one arbitrator designated by the BCP Affiliate and one arbitrator (who shall be the chair of the panel) jointly designated by the Investor's and the BCP Affiliate's respective arbitrators in accordance with the rules of AAA. Notwithstanding anything else to the contrary, any actions or proceedings seeking interim equitable relief or to enforce an arbitration award, may be brought in, and the parties consent to the exclusive jurisdiction of, the Delaware Court of Chancery or, if such court shall not have jurisdiction, any federal court of the United States located in the State of Delaware or, if no such federal court shall have jurisdiction, the Delaware Superior Court, and any appellate court from any appeal thereof (collectively, the "*Designated Forums*") in connection with any such arbitration, or, if no Designated Forum has jurisdiction to provide the remedy sought, any state or federal court in the United States that has such jurisdiction. To the fullest extent permitted by law, the parties hereby waive as a defense that the Designated Forums are an inconvenient forum or that the venue thereof may not be appropriate and, furthermore, agree that venue in the Designated Forum for any such action, suit or proceeding is appropriate. The parties agree that any process or notice of motion or other application to such courts, and any paper in connection with any such arbitration, may be served by personal service or in such other manner as may be permissible under the rules of the applicable court or arbitration tribunal. The panel of arbitrators shall be instructed to make its decision in writing within thirty (30) days after the close of the arbitration hearing, however failure to do so shall not affect the validity of the award. To the maximum extent permitted by law, the decision of the panel of arbitrators shall be final and binding and not be subject to appeal. The costs of the arbitration (other than any costs that are specific to a particular party, such as the fees and expenses of counsel), including any AAA administration fee and filing fee, arbitrators' fees, and the costs of the use of facilities during the hearings ("*Arbitration Fees and Costs*"), will initially be borne equally by the Investors and the BCP Affiliate. As part of the arbitrators' written decision or in a subsequent written decision, the arbitrators may award to the prevailing part, if any, its attorneys' fees, costs and expenses reasonably incurred by the prevailing party in connection with the arbitration plus its portion of the Arbitration Fees and Costs. The arbitrators shall have the power to grant temporary, preliminary and permanent relief, including injunctive relief and specific performance, or any other remedy available from a court of competent jurisdiction; provided that the arbitrators shall not award any punitive damages to any party. Each party shall keep confidential: (i) the fact that any arbitration occurred, (ii) any awards awarded in the arbitration, (iii) all materials used, or created for use in, the arbitration by another party or that reflect or incorporate information provided by another party, and (iv) all other documents produced by another party in the arbitration and not otherwise in the public domain, except, with respect to each of the foregoing, to the extent that disclosure may be legally required (including to protect or

pursue a legal right) or to enforce or challenge an arbitration award before a court. If a party is required to disclose such information pursuant to this Agreement or a court order, such party shall promptly notify the other parties and prior to making any such disclosure allow the other parties a reasonable opportunity to seek a protective order or to take any other action it deems appropriate, and the party required to disclose such information shall only disclose as much information as is required. Nothing in this Agreement shall prevent either party from seeking interim equitable relief in support of the arbitration from the Designated Forums, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties also acknowledge that any decision by the arbitrators may be enforced in any court of competent jurisdiction.

ARTICLE VI. Definitions

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided in this Agreement):

“AAA” has the meaning set forth in Section 5.10.

“Agreement” has the meaning set forth in the Preamble.

“Arbitration Fees and Costs” has the meaning set forth in Section 5.10.

“BCP” has the meaning set forth in the Preamble.

“BCP Affiliate” has the meaning set forth in the Preamble.

“Business Day” means each day on which the New York Stock Exchange is open for regular trading and on which commercial banks in Washington, D.C. are open for business.

“Closing” has the meaning set forth in Section 1.2.

“Closing Date” has the meaning set forth in Section 1.2.

“Commitments” has the meaning set forth in the Preamble.

“Defaulted Amount” has the meaning set forth in Section 1.4(c).

“Defaulting Investor” has the meaning set forth in Section 1.4(c).

“Designated Forums” has the meaning set forth in Section 5.10.

“Equity Interests” has the meaning set forth in Section 1.4(b).

“HTC Sale” means the sale by the BCP Affiliate of the historic tax credits granted to it by the state of Maryland.

“Investor Default” has the meaning set forth in Section 1.4(c).

"Investor Default Notice" has the meaning set forth in Section 1.4(b).

"Investors" has the meaning set forth in the Preamble.

"Laws" has the meaning set forth in 0.

"Local Incentives" means incentives that are expected to be granted to the BCP Affiliate by Washington County, Maryland and the City of Hagerstown to assist the BCP Affiliate in funding the expenses to redevelop the Property into a mixed-use commercial property.

"Notice" has the meaning set forth in Section 1.4(b)(i).

"Person" means any natural person, partnership, limited liability company, association, corporation, trust or other entity.

"Profits Interest" has the meaning set forth in Section 1.4(b).

"Property" has the meaning set forth in the Preamble.

"Unsecured Loan" has the meaning set forth in Section 1.4(b).

[Signature page follows]

IN WITNESS WHEREOF, the undersigned, in intending to be legally bound hereby, have duly executed this Agreement as of the date set forth above.

Paul Anthony Brown

P. A. Brown

Monica Drennan Brown

Monica Drennan Brown

BLACKTHORN CAPITAL PARTNERS LP

By: Blackthorn Capital Partners GP LLC
Its: General Partner

By: P. A. Brown
Paul Anthony Brown, Manager

Exhibit E

Application for Enterprise Zone Certification



**Maryland Enterprise Zone Property Tax Certification in
Hagerstown-Washington County Enterprise Zone**

July 29, 2021

Mr. P. Anthony Brown
Blackthorn Capital Partners, LP
9909 Deerfield Pond Drive
Great Falls, VA 22066

Subject: Enterprise Zone Certification

Enterprise Zone Focus Area: Hagerstown-Washington County, MD Enterprise Zone

Dear Mr. Brown,

Per your application made on July 19, 2021, the following company is certified as an Enterprise Zone Real Property as of July 19, 2021. The certified effective date cannot precede the original date and cannot be prior to the previous July 1.

A copy of your application form is enclosed for your records.

Company Name:	Blackthorn Capital Partners, LP
Company Mailing:	c/o Mr. P. Anthony Brown 9909 Deerfield Pond Drive Great Falls, VA 22066
Property Address in EZ:	53 West Washington Street Hagerstown, MD 21740
Property Account Number:	03-065220
Base Year:	July 1, 2021
First Year of Credit:	July 1, 2022

Enterprise Zone tax credit benefits are dependent upon the State of Maryland appropriating the necessary funds for Enterprise Zone benefits each year as a part of the State budget process. The real property tax credit is dependent upon the assessment cycle and assessed value of the property.



A copy of this letter will be sent to the State Department of Assessments and Taxation, and the Department of Commerce notifying them of your qualification.

The attached Appendix includes important information on the Enterprise Zone program benefits you may be eligible to receive. If you have any questions, please feel free to contact me.

Sincerely,

Linda Spence

Linda Spence, Business Specialist and
Local Enterprise Zone Administrator
LSpence@WashCo-MD.net
D: 240-313-2286
M: 301-302-5230

Enclosures: Application
SDAT Property Description

cc: Susan Small, Washington County Department of Business Development; SSmall@WashCo-MD.net
Sara Greaves, Washington County Department of Budget & Finance; SGreaves@WashCo-MD.net
Donna Anders, Washington County Department of Budget & Finance; DAnders@WashCo-MD.net
Todd Hershey, Washington County Treasurer; THershey@WashCo-MD.net
Melissa Adelsberger, State Department of Assessments & Taxation (SDAT);
Melissa.Adelsberger@Maryland.gov
Zachary Grisard, State Department of Assessments & Taxation; Zachary.Grisard@Maryland.gov
Christina Trotta, State Department of Assessments & Taxation; Christina.Trotta1@Maryland.gov
Andy Fish, Maryland Department of Commerce; Andy.Fish@Maryland.gov
Abigail McKnight, Maryland Department of Commerce; Abigail.McKnight@Maryland.gov
Patricia Guiles, Office of the Comptroller of Maryland; PGuiles@Comp.State.MD.US
Lloyd Day, Maryland Department of Labor; Lloyd.Day@Maryland.gov
Jill Thompson, City of Hagerstown Department of Community & Economic Development;
JillThompson@HagerstownMD.org



Appendix: Enterprise Zone Real Property Tax Credit

The real property tax credit is a 10-year local property tax credit to the property owner on the "eligible assessment" and subsequent increases to real property taxes resulting from improvements to real property. The amount of the tax credit in each of the first five taxable years is equal to 80%. In years six through ten, the credit decreases 10% annually (70%, 60%, 50%, 40%, and 30%).

While you have met the minimum investment criteria for the Enterprise Zone property tax credit benefits, meeting the minimum requirement does not guarantee that you will receive a real property tax credit. To receive the tax credit, further evaluation will be performed by the Maryland Department of Assessment and Taxation (SDAT) to determine if your property improvements meet the criteria for the credit.

Please note that, if there is any change in the project completion date, you must notify **Linda Spence, Local Enterprise Zone Administrator** immediately in order to alter the effective date, in which affect the reassessment year and the year the property owner starts receiving the EZ property tax credit.

When and How to Receive the Property Tax Credit

The real property credits will automatically be applied on the next full-year Property Tax Bill after the property is reassessed. The first full year tax credit should begin with the July 1 bill following the calendar year in which the property being put into service and being reassessed by the Maryland Department of Assessments and Taxation (SDAT). Under the state policy, only improvements that change the assessment value by more than \$100,000 will be picked up in order to reflect the changes. Anything that changes the assessment below \$100,000 will not be reflected until the next regular assessment (properties assessed every 3 years).

Partial Year Tax Credit

If you wish to receive the partial year tax credit, you must make a partial year tax credit request in writing to **[EZ Local Administrator]** within 30 days upon the issuance of the partial year property tax bill regulating from the improvements in the property.

Who Receive the Property Tax Credit

Please be aware that the owner of the property will be credited the real property abatement on any improvements, even those improvements are made by the Lessee.

Application for Maryland State Enterprise Zone Certification in the

Hagerstown-Washington County or Town of Hancock, MD Enterprise Zone

This application will determine whether your business, property, or developer is eligible for Maryland Enterprise Zone tax credits. If determined to be eligible, you will receive a letter from the Enterprise Zone Administrator indicating which tax credit(s) you are eligible to receive.

Applying For:

Income Tax Credit

☐

Real Property Tax Credit

☒

Personal Property Tax Credit (Applies only to Focus Area Zones) _____

This Section is to be filled by Local Zone Administrators Only

- To be eligible, an applicant must answer all questions in Sections A and B
- If applying for the "Property" tax credit, please complete Section C
- If applying for the "Employment (Income)" tax credit, please complete Section D
- If the account is located in the Focus Area and you are applying for the "Personal Property" tax credit, please complete Section E

Section A: Applicant Information

Name of Business / Developer applying for Enterprise Zone credits:

Blackthorn Capital Partners LP (Contract Purchaser)

Name of Contact Person: Paul Anthony Brown

Title: Chief Executive Officer

Phone: 703-928-9352

Email: mtimhbrown@gmail.com

Mailing Address: 9909 Deerfield Pond Drive, Great Falls, Virginia 22066

Section B: Enterprise Zone Property Information

Enterprise Zone Property Address: 53 West Washington Street, Hagerstown, MD

Property Tax Account Number: ~~22-03-018180-702250~~ 03-065220

Property Ownership: Partnership

Lease: _____ Own: X

Section C: Enterprise Zone Property Improvements Information

To be eligible for Enterprise Zone property tax credits, the application must be submitted prior to the project completion date and issuance of User/Occupancy Permits. If the developer or company making property improvements is applying on behalf of the property owner, the property owner must concur with the application by co-signing below. The property tax credits are automatically applied to the property tax bill (i.e., directly awarded to the property owner only). If you are not applying for the property tax credit, this section may be left blank.

Owner of the Real Property: Blackthorn Capital Partners LP (Contract Purchaser)

Mailing address of property owner: 9909 Deerfield Pond Drive, Great Falls, Virginia 22066

Phone: 703-928-9352

Email Address: mtjmhbrown@gmail.com

Project Start Date: Q1 2022

Anticipated Project Completion Date: Q4 2022

Briefly describe capital improvements plans: We will be redeveloping the currently vacant property
into a mixed use property with retail tenants on the first floors and 21 residential units on the 2nd, 3rd and
4th floors.

Type of Construction and Costs

Cost of building(s) & land (acquisition): \$462,871

New Construction: \$ _____

Rehabilitation: \$3,800,960

Cost of new machinery & equipment*: \$290,627

I agree as a condition of certification to provide all data required by the Enterprise Zone Administrator as requested.

Name of Applicant: Paul Anthony Brown Position/Title: Chief Executive Officer

Applicant Signature: P. C. B. B. B. Date: July 19, 2021

Name of Property Owner: Paul Anthony Brown Position/Title: Chief Executive Officer

Property Owner Signature: P. C. B. B. B. Date: July 19, 2021

*Cost of new machinery & equipment is not a part of real property assessment.

Real Property Data Search

Search Result for WASHINGTON COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration
** DELETED **		
Special Tax Recapture: None		
Account Identifier:		District - 03 Account Number - 065220
Owner Information		
Owner Name:	HAGERSTOWN CITY OF	Use: COMMERCIAL
Mailing Address:	C/O THE POTOMAC BEAD CO INC 14 N POTOMAC STREET HAGERSTOWN MD 21740-0000	Principal Residence: NO Deed Reference: /04522/ 00305
Location & Structure Information		
Premises Address:	53 W WASHINGTON ST HAGERSTOWN 21740-0000	Legal Description: 53 W WASHINGTON ST THE POTOMAC BEAD CO
Map: 0306	Grid: 2250	Parcel: 20000.22
Neighborhood: 20000.22	Subdivision: 0000	Section:
Block:	Lot:	Assessment Year: 2020
Town: HAGERSTOWN	Plat No:	Plat Ref:
Primary Structure Built	Above Grade Living Area	Finished Basement Area
Property Land Area	County Use	
Stories	Basement	Type
Exterior	Quality	Full/Half Bath
Garage	Last Notice of Major Improvements	
Value Information		
	Base Value	Value
		As of
		01/01/2020
Land:	63,300	63,300
Improvements	104,400	102,900
Total:	167,700	166,200
Preferential Land:	0	0
		Phase-in Assessments
		As of
		07/01/2020
		As of
		07/01/2021
		166,200
		166,200
Transfer Information		
Seller: HAGERSTOWN TABLE CORPORATION	Date: 04/25/2013	Price: \$320,000
Type: NON-ARMS LENGTH OTHER	Deed1: /04522/ 00305	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Exemption Information		
Partial Exempt Assessments:	Class	07/01/2020
County:	000	0.00
State:	000	0.00
Municipal:	000	0.00 0.00
		0.00 0.00
Special Tax Recapture: None		
Homestead Application Information		
Homestead Application Status: No Application		
Homeowners' Tax Credit Application Information		
Homeowners' Tax Credit Application Status: No Application		Date:

Exhibit ~~D~~ F

Financing Plan

This exhibit includes a description of the anticipated financing sources that BCP will utilize which includes: (a) first mortgage loan in the amount of approximately \$2.3 million that will be repaid out of the operations of the property, (b) unsecured debt in the amount of approximately \$1.1 million that will be repaid out of local incentives (including the City Center grant) and proceeds from the sale of Maryland historic tax credits and (c) equity provided by opportunity zone investors in the amount of approximately \$1.2 million who will achieve investment returns from Federal historic tax credits and cash flow from operations of the property. BCP has received a "funding commitment" with respect to both the unsecured debt in the amount of approximately \$1.1 million and the equity provided by opportunity zone investors in the amount of approximately \$1.2 million.

BCP is an investor in real estate projects, primarily projects located in the new Federal opportunity zones. Accordingly, BCP will high participants that have the necessary experience to make the property a success. For example, BCP has hired Grove & Dall'Olio Architects PLLC to prepare the development plans for the property. GDA's principals have approximately 35 years of experience which includes significant experience with historic properties. Some of the projects undertaken by GDA include the Footer Dye Works property in Cumberland and the Schindel-Rohrer property in Hagerstown.

Estimate Name:	Updegraff Building
Building Type:	Mixed-use, 4 story brick structure
Location:	Hagerstown, MD
Story Count:	4
Story Height (L.F.):	Varied
Floor Area (S.F.):	25,934
Data Release:	2021, Quarter 2
Cost Per Square Foot:	\$ 157.77
Building Cost:	\$ 4,091,587

Blackthorn
Investing in Main Street

	% of Sub-total	Cost Per S.F.	Cost
Substructure	0.06%	\$ 0.07	\$ 1,865
Shell	9.14%	\$ 11.02	\$ 285,886
Floor Repair		\$ 3.19	\$ 82,847
Exterior Windows and Bricks		\$ 5.90	\$ 153,040
Roof Repair		\$ 1.93	\$ 50,000
Interiors	31.88%	\$ 38.46	\$ 997,295
Partitions		\$ 8.48	\$ 219,962
Interior Doors		\$ 9.46	\$ 245,316
Fittings		\$ 6.10	\$ 158,252
Stair Construction		\$ 3.47	\$ 89,990
Wall Finishes		\$ 2.05	\$ 53,171
Floor Finishes		\$ 5.02	\$ 130,139
Ceiling Finishes		\$ 3.87	\$ 100,465
Elevator	9.59%	\$ 11.57	\$ 300,000
Services	40.04%	\$ 48.29	\$ 1,252,465
Plumbing Fixtures		\$ 6.35	\$ 164,609
Domestic Water Distribution		\$ 7.50	\$ 194,487
Energy Supply		\$ 7.30	\$ 189,279
Cooling Generating Systems		\$ 8.34	\$ 216,242
Sprinklers		\$ 2.42	\$ 62,673
Standpipes		\$ 2.36	\$ 61,076
Electrical Service/Distribution		\$ 6.35	\$ 164,668
Lighting and Branch Wiring		\$ 6.46	\$ 167,455
Communications and Security		\$ 1.23	\$ 31,976
Equipment & Furnishings	9.29%	\$ 11.21	\$ 290,627
Sub-total	100.00%	\$ 109.05	\$ 3,128,139
Contractor Fees (General Conditions, Overhead, Profit)		\$ 20.08	\$ 520,626
Architectural Fees		\$ 7.63	\$ 198,000
Development Fees		\$ 4.60	\$ 119,172
Interest on Construction Loan		\$ 0.99	\$ 25,650
Legal Fees		\$ 3.86	\$ 100,000
Total Building Cost		\$ 146.20	\$ 4,091,587

Disclosure: Updegraff Development Cost Estimate is intended to serve as a budget for modeling purposes. It should not be taken as final. The contracts have not been put out to bid.

Staff received a confirmed loan letter related to the applicant's planned use for covering renovation costs and eligibility requirements. Staff review identifies applicant Paul Brown and Blackthorn Capital LP have sufficient cash resources to complete the project as total account borrowing limits exceed remaining total project costs.

Blackthorn Capital Partners

Hagerstown Financing Plan

May 2021



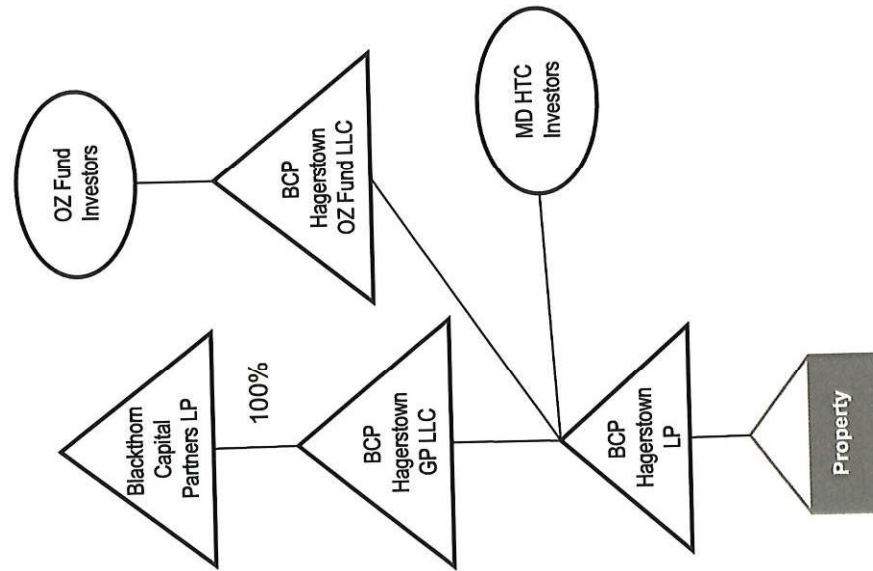
Blackthorn
Investing in Main Street

Anticipated Project Costs

- It is expected that the following costs would be incurred in the purchase and redevelopment of the Updegraff Building

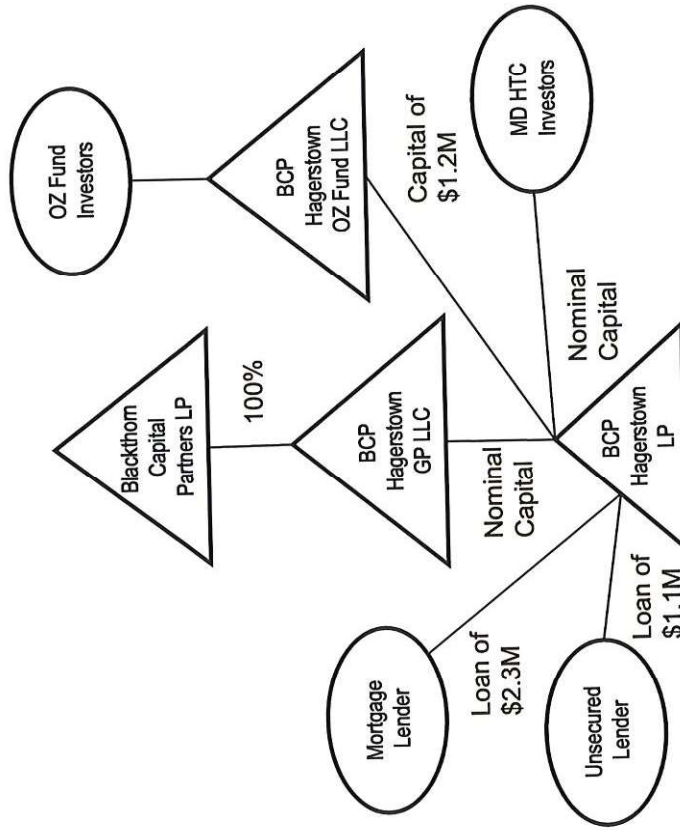
Description	Total Costs	Acquisition Costs	Redevelopment Costs	
			Qualified	Non-Qualified
Acquisition Costs	437,871	437,871		
Due Diligence Costs	25,000	25,000		
Renovation Costs	3,358,138		2,908,138	450,000
Equipment and Furnishings	290,627		100,207	190,420
Interest On Construction Loan	25,650		22,213	3,437
Architect Fees	198,000		171,467	26,533
Development Fee	119,172		103,203	15,969
Legal Fees	100,000		86,600	13,400
Total Costs	4,554,458	462,871	3,391,828	699,759
Less: Local Incentives				
City Façade Grant	(7,500)		(7,500)	
City Center Redevelopment Grant	(250,000)		(186,182)	(63,818)
Total Costs after Local Incentives	4,296,958	462,871	3,198,146	635,941

Anticipated Organization Structure



- ▶ General – the Updegraff Building is a historic property with the result that BCP will apply for Federal and Maryland historic tax credit (“HTC”) benefits. Further, BCP will apply for local development incentives. Finally, it is anticipated that the property will qualify for Federal Opportunity Zone (“OZ”) benefits.
- ▶ Debt Funding – It is anticipated that there will be two classes of lenders: (a) long-term property mortgage lender (a financial institution) and (b) short-term unsecured lender (an affiliate of BCP).
- ▶ Investors – It is currently uncertain as to how BCP will structure the admission of the investors. However, it is currently anticipated that there will be two classes of investors: (a) purchasers of the Federal HTCs through an Qualified Opportunity Zone Fund and (b) purchasers of the Maryland HTCs.

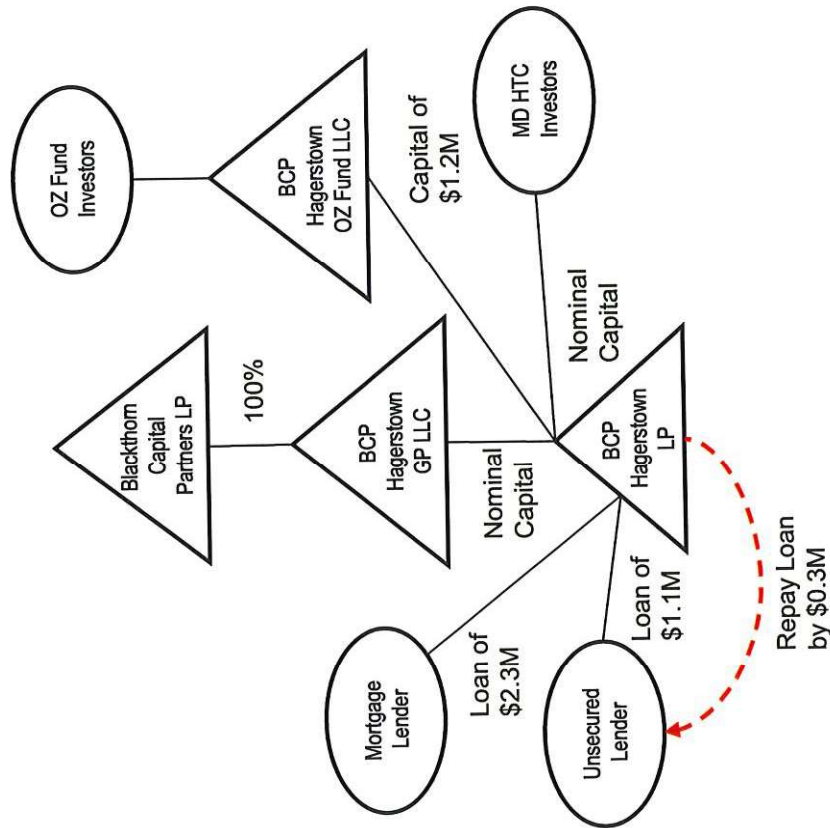
Funding of Acquisition and Development Costs



- Generally, all incentive programs provide funding at the completion of the redevelopment. Accordingly, it is anticipated that the funding prior to completion of the redevelopment will be accomplished in accordance with the following estimated sources and uses.

Uses:	
Acquisition Costs	462,871
Qualified Rehabilitation Expenditures	3,391,828
Non-Qualified Rehabilitation Expenditures	699,759
Total Uses	4,554,458
Sources:	
Mortgage Debt	2,277,229
Unsecured Debt	1,032,069
Total Loans	3,309,298
General Partner Capital	Nominal
OZ Fund Investors	1,245,161
MD HTC Investor Capital	Nominal
Total Capital	1,245,161
Total Sources	4,554,458

Receipt of Local Incentives



- Upon completion of the redevelopment, it is anticipated that local incentives in the amount of \$257,500 will be paid with such proceeds applied to repay the unsecured debt. Accordingly, the sources and uses are adjusted as shown below.

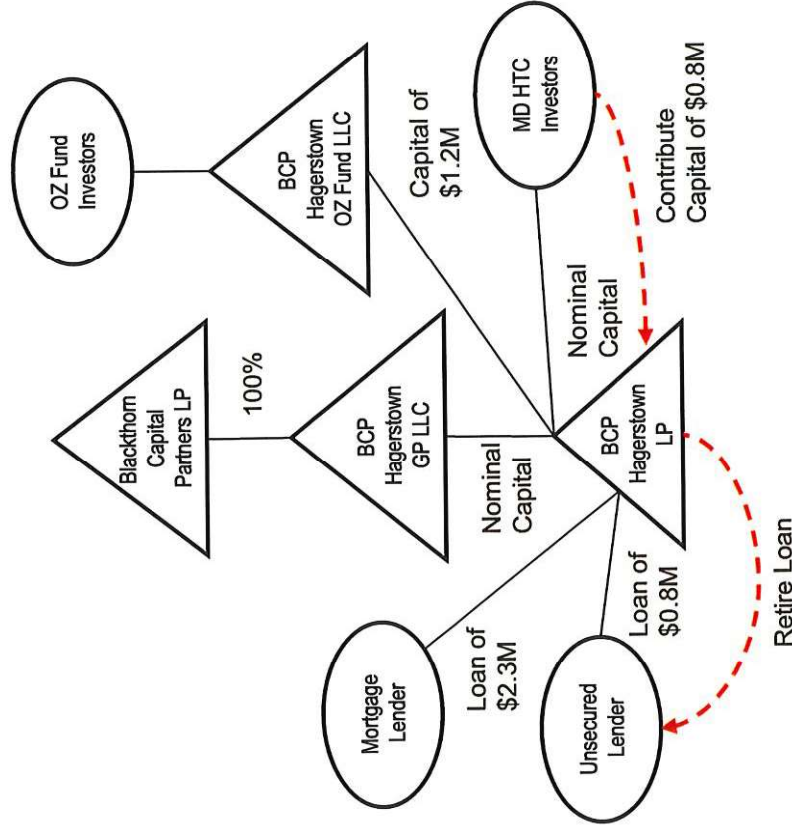
Uses:

Acquisition Costs	462,871
Qualified Rehabilitation Expenditures	3,391,828
Non-Qualified Rehabilitation Expenditures	699,759
Less: Local Incentives	<u>(257,500)</u>
Total Uses	4,296,958

Sources:

Mortgage Debt	2,277,229
Unsecured Debt	774,569
Total Loans	3,051,798
General Partner Capital	Nominal
OZ Fund Investors	1,245,161
MD HTC Investor Capital	Nominal
Total Capital	1,245,161
Total Sources	4,296,958

Sale of Maryland Historic Tax Credits



- Upon completion of the redevelopment, it is anticipated that the Maryland historic tax credits will be sold for approximately \$770,000 with such proceeds applied to repay the unsecured debt. Accordingly, the sources and uses are adjusted as shown below.

Uses:

Acquisition Costs	462,871
Qualified Rehabilitation Expenditures	3,391,828
Non-Qualified Rehabilitation Expenditures	699,759
Less: Local Incentives	(257,500)
Total Uses	4,296,958

Sources:

Mortgage Debt	2,277,229
Unsecured Debt	-
Total Loans	2,277,229
General Partner Capital	Nominal
OZ Fund Investors	1,245,161
MD HTC Investor Capital	774,569
Total Capital	2,019,729
Total Sources	4,296,958

About Blackthorn Capital Partners

Blackthorn Capital Partners is a real estate investment firm. We are currently focused on investing in mixed use development properties well located in mid-tier cities. We offer value added development and property services to our clients and investors.

For more information about our organization, please contact:

Blackthorn Capital Partners LP
c/o P. Anthony Brown
9909 Deerfield Pond Drive
Great Falls, Virginia 22066
mtjimbrown@gmail.com



Building
53 W. Washington
Hagerstown,
Maryland

**Blackthorn
Capital
Partners LP**

[illegible]

1

Food / Nutrition	Food
------------------	------

.....

and Papers

Site Plan

11/11/11

(trail/plaza)

Hagerstown

[illegible]

Year	As Percent	Per
------	------------	-----

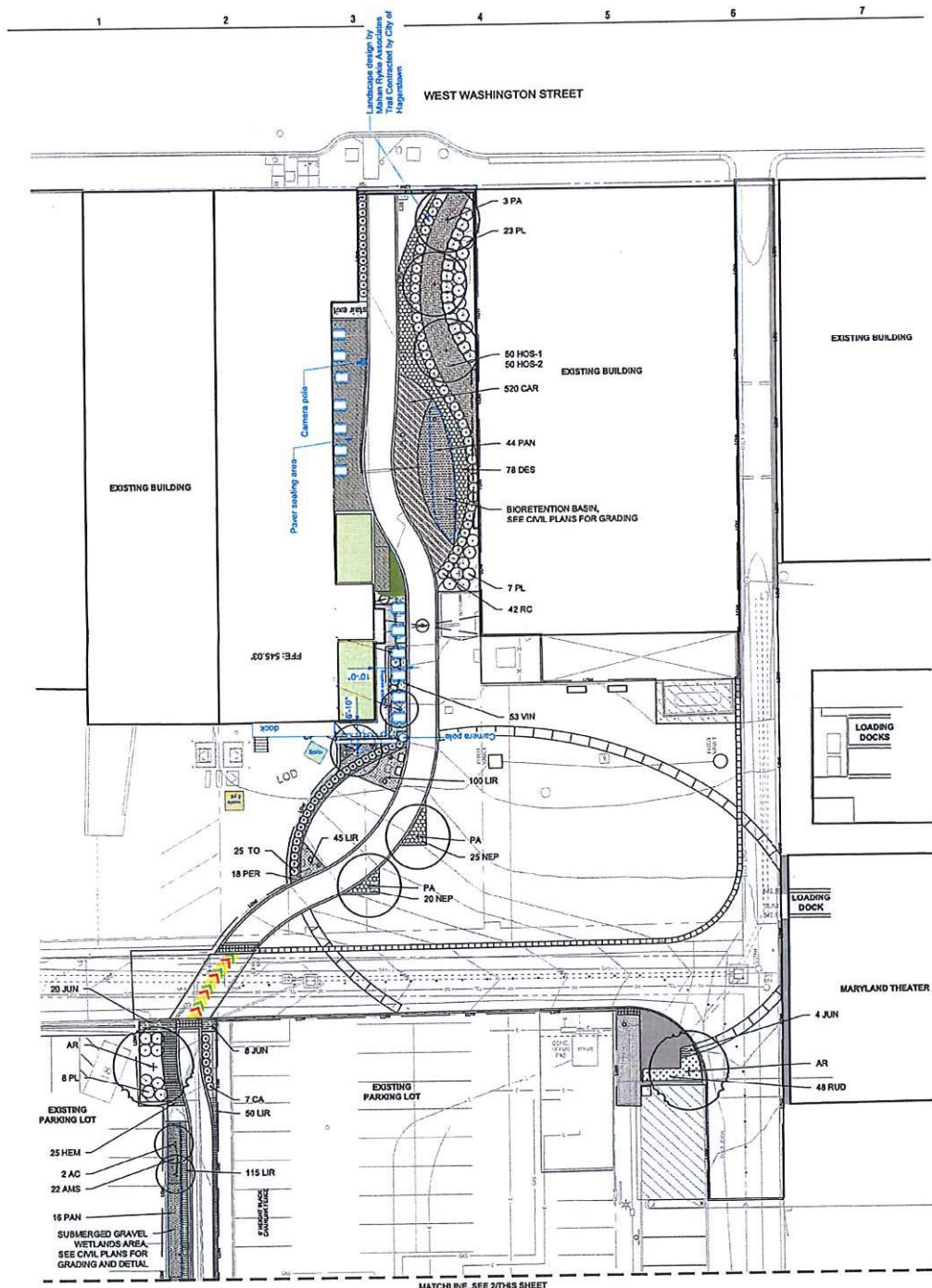
Keywords:

✓

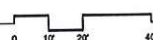
五

Site Plan
(trail/plaza by City of
Hagerstown)

A1.2



1 PLANTING PLAN - NORTH
1"=20'-0"



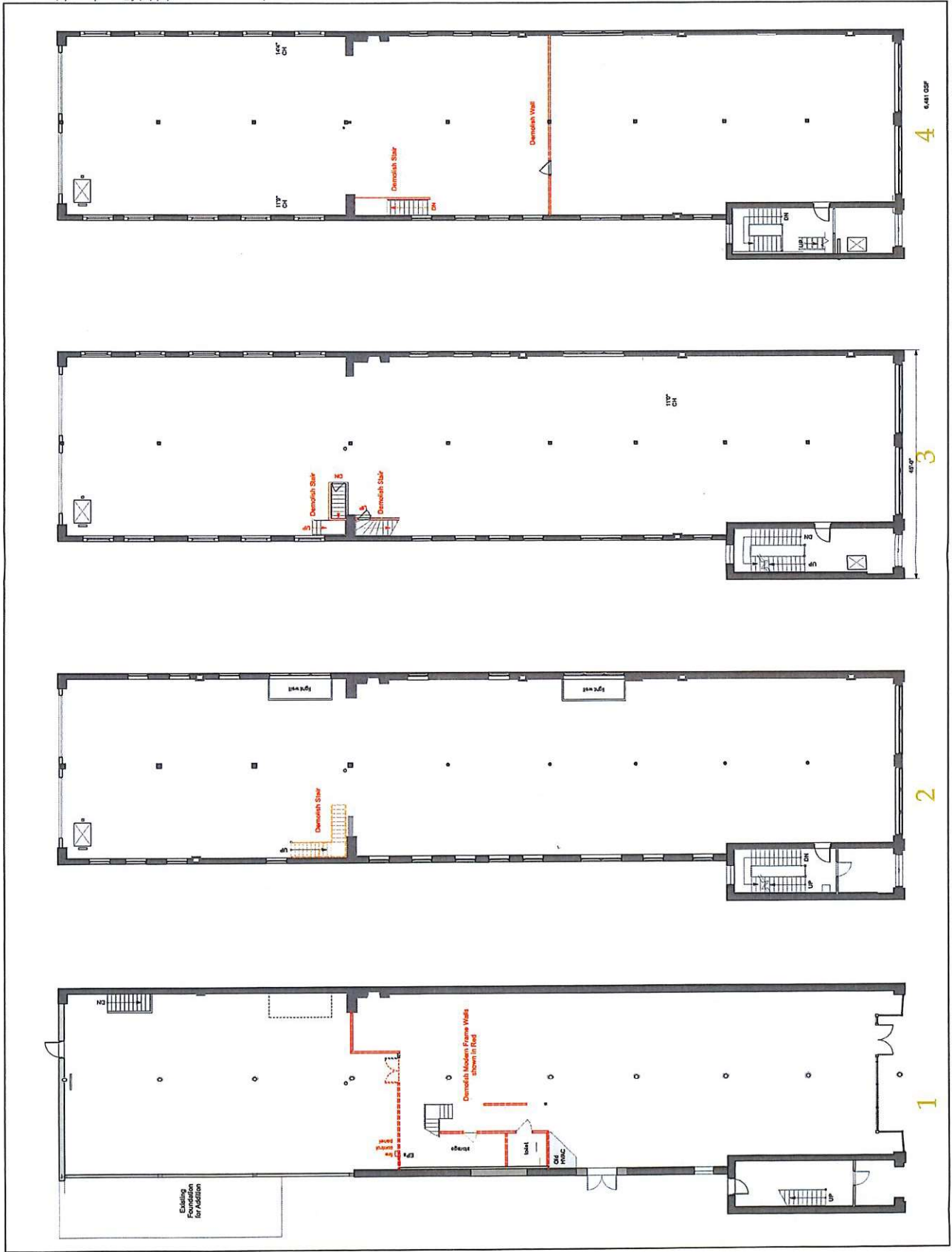


Severndale England



Date	3/11/2011
Scale	As Noted
Project Number	10228
Drawing Number	

A2.1





Blackthorn
Capital
Partners LP

1 BEDROOM	15
2 BEDROOM	6



Construction Floor Plans

Date	6/3/2023
Scale	As Noted
Project Number	14229

A2.2





**Blackthorn
Capital
Partners LP**

Copyright Clearance Center

[illegible]

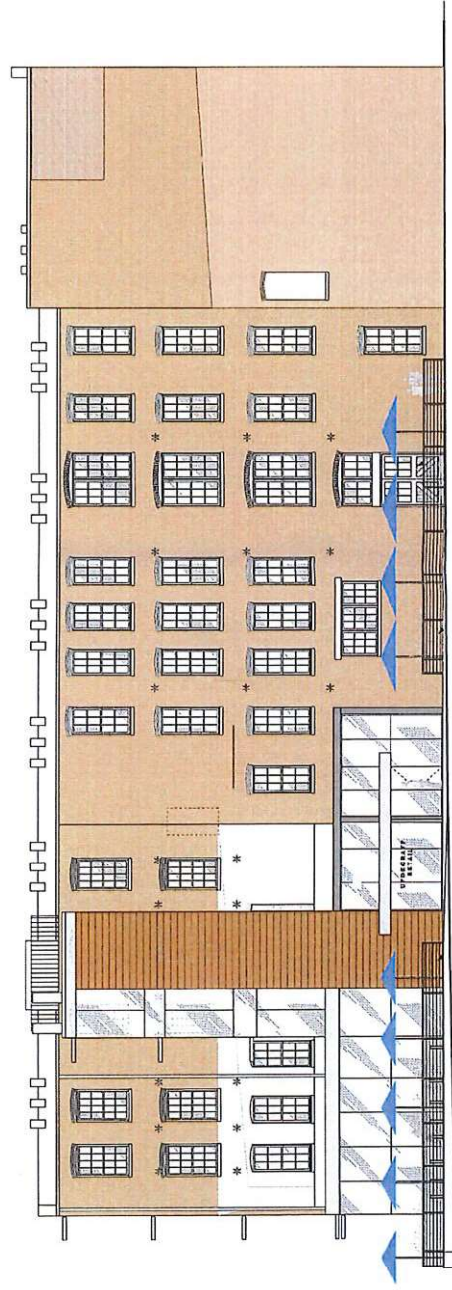
South & East Elevations

Date	1/13/2018
Scale	As Noted
Project Name	16228
Drawing Year	

A3.1



1 SOUTH ELEVATION
Scale: 1/8" = 1'-0"



2 EAST ELEVATION
Scale 1/8" = 1'-0"

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

Topic:

Approval of Open Container Exemption – Augustoberfest Charitable Foundation at Christkindl Markt

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move that Mayor and Council approve an exemption from the City of Hagerstown's Open Containers regulation under section 173-6 of the Code of the City of Hagerstown for the Augustoberfest Charitable Foundation at the Christkindl Markt event on December 10 and December 11, 2021 at University Plaza.

Action Dates:

DATE OF PASSAGE: 10/26/2021

ATTACHMENTS:

File Name

101921_Christkindl_App_Permit.pdf

Description

Christkindl Markt_Open
Container Exemption

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: October 26, 2021

TOPIC: **Approval of an Open Container Exemption – Augustoberfest
Charitable Foundation at Christkindl Markt**

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

MOTION: I hereby move that Mayor and Council approve an exemption from the City of Hagerstown's Open Containers regulation under section 173-6 of the Code of the City of Hagerstown for the Augustoberfest Charitable Foundation at the Christkindl Markt event on December 10 and December 11, 2021 at University Plaza.

DATE OF PASSAGE: October 26, 2021



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Scott Nicewarner, City Administrator
FROM: Kitty Clark, Community Events Coordinator
DATE: October 13, 2021
SUBJECT: Open Container Law Exemption – Christkindl Markt

Staff will attend the preliminary agenda review during the October 19 Work Session to answer any questions regarding the requested exemption to the Open Container Law for the Augustoberfest Charitable Foundation to sell and serve alcohol at the Christkindl Markt taking place on Friday, December 10 and Saturday, December 11, 2021.

Action Requested

Staff seek approval of the following exemption and the Application/Permit (attached here), at October 26 Regular Session:

Applicant: Augustoberfest Charitable Foundation
Event: Christkindl Markt
Location: University Plaza
Dates: Friday, December 10, 12:00 p.m. to 10:00 p.m.
Saturday, December 11, 8:00 a.m. to 7:00 p.m.

Per the City of Hagerstown's Open Container Law, the Mayor and City Council may permit the possession of alcoholic beverages in open containers on the streets, lanes, alleys, sidewalks, parking lots or public ways of the City during special events upon application or upon its own initiative.

If approved by the Mayor and City Council, the applicant will go to the Liquor Board for review and final approval. The Augustoberfest Charitable Foundation will be requesting One Day Event Licenses, which allow a non-profit, society, corporation, organization, or association to serve and sell alcoholic beverages at a non-licensed establishment, with fencing surrounding the area, if outside.

The City's Logistics Committee (representatives from Community and Economic Development, Public Works, Engineering/Parks & Recreation, Police, Fire, Utilities, and HR/Liability) review all facets of these events to ensure compliance, safety, and to create conditions for optimal event outcome. All applicants will provide the City with a Certificate of Insurance naming the City of Hagerstown as additional insured on a \$2 million policy.

c: Jill Thompson, Director of Community and Economic Development

APPLICATION/PERMIT

The undersigned does hereby make application to the City of Hagerstown, Maryland, for the non-exclusive use of the property/facilities of the City more particularly described as follows:

University Plaza (see Attachment A)

on Friday, December 10, 2021, from 12:00 pm to 10:00 pm and on Saturday, December 11, 2021, from 8:00 am to 7:00 pm.

The term applicant is defined as any person, firm, corporation or legal entity of whatsoever nature or kind on whose behalf this application is being made and permit granted.

The applicant acknowledges that the premises shall be used solely for the purpose of:

The Augustoberfest Charitable Foundation, Inc. will be holding the Christkindl Markt event in University Plaza on December 10-11, 2021. They will be selling alcoholic beverages in University Plaza to persons who are of legal drinking age and also non-alcoholic beverages

and no other purposes.

The signatory to this application certifies that he/she has the authority to make this application and execute this agreement on behalf of:

Applicant Name: Augustoberfest Charitable Foundation, Inc.
Applicant Address: 780 Frederick Street, Hagerstown, MD 21740

and to bind said person, firm or legal entity to the terms hereof. The signatory hereto represents and agrees that in the event that he/she does not have such authority, then and in said event, the signatory hereto is solely responsible and bound by all of the terms and conditions of this application, permit and agreement.

The undersigned signatory, on behalf of the applicant, agrees that he/she/it shall:

1. Abide by all rules applicable to the facility utilized and/or any promulgated by the City and application (See Attachment B).
2. Abide by all Statutes, Acts, Ordinances and Regulations applicable to the use of the area.
3. The applicant does hereby agree that if necessary he/she/it shall be responsible for and obtain all necessary permits, licenses, or any other matters required in connection with the function and/or use of the premises, and does hereby agree to hold the City, its servants, agents and employees harmless from any suits, demands, claims, expenses or fines that may arise directly or indirectly from such use of the premises.
4. The applicant agrees that he/she/it shall furnish and does furnish upon the execution of this application and agreement, certificates of insurance with coverage adequate within the absolute discretion of the City. The applicant further agrees that the City shall be placed upon any liability policy or any other policies of whatsoever nature or kind applicable to the function as an additional insured. The applicant agrees to hold harmless and indemnify the City, its agents, servants, representatives, officials and

employees from any and all claims, expenses, suits, demands, losses or costs of whatsoever nature or kind arising directly or indirectly from the use of the premises described.

5. The applicant further agrees that the premises shall be vacated by the applicant in the same condition as when occupied and if any damage has been done by the applicant or attendees of any function, the applicant shall be responsible for and reimburse the City for repairs, cleaning, and any other expenses incurred as a result thereof.
6. It is understood by the applicant that this permit is subject to all of the terms, obligations, conditions and reservations set forth in this agreement and any attachments which are incorporated by reference. In the event there are any conflicts between this document and any attachments the terms set forth herein shall govern and prevail.

Date: _____

Name of Applicant: Augustoberfest Charitable Foundation, Inc.

By: _____

Address: 780 Frederick Street
Hagerstown, MD 21740

Telephone: (301) 991-1329

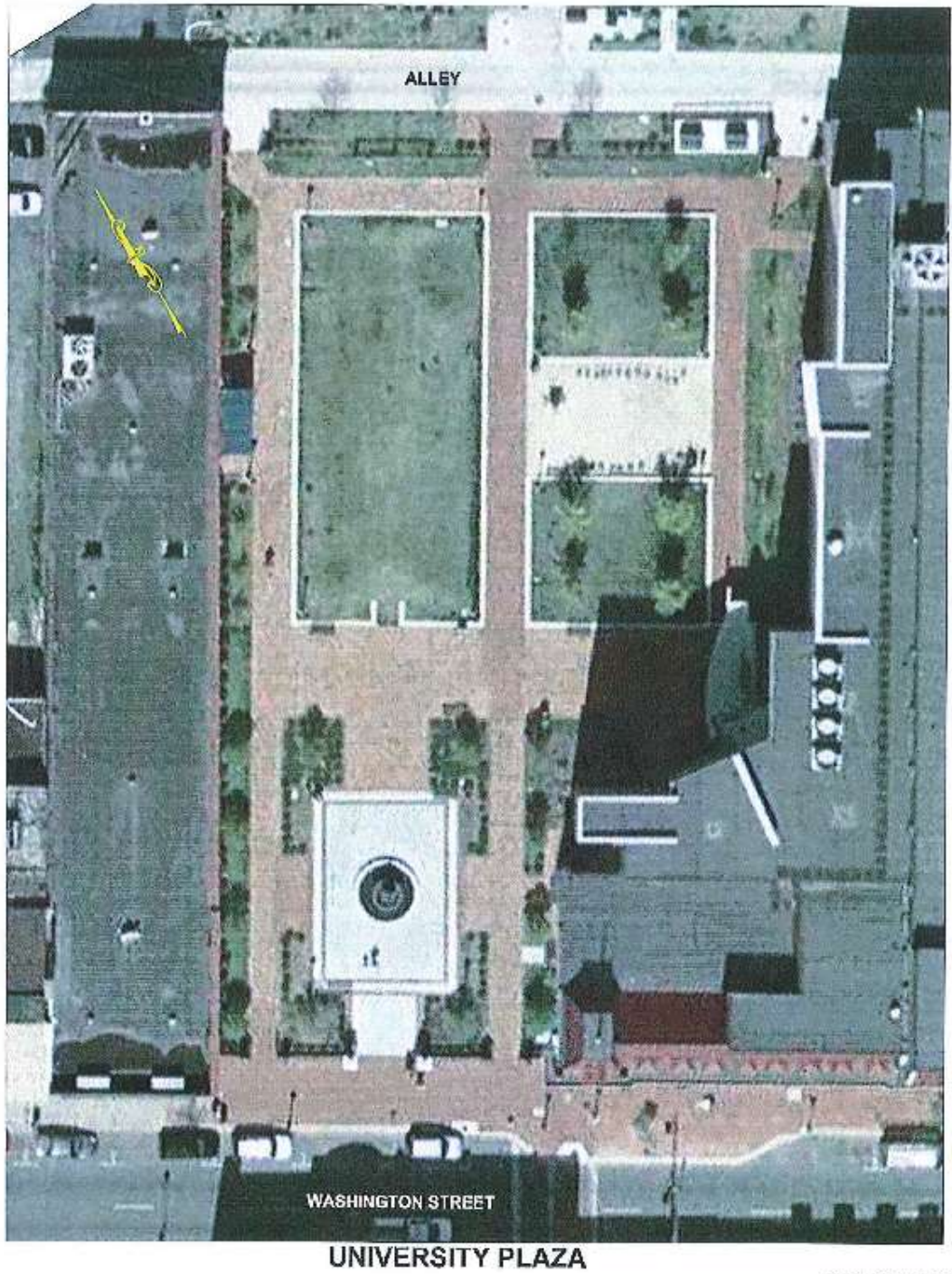
ACCEPTANCE

The foregoing application for permit is hereby accepted and granted by the City of Hagerstown, Maryland, by its duly authorized and designated representative. This permit is being granted upon all of the terms and conditions set forth above which are incorporated herein by reference. A violation of any of the conditions set forth above may result in an immediate revocation of said permit.

CITY OF HAGERSTOWN, MARYLAND

By: _____

ATTACHMENT A



ATTACHMENT B

It is understood by the applicant that this permit is subject to the terms and conditions below.

1. University Plaza is leased for no cost to the Augustoberfest Charitable Foundation for the Christkindl Markt, including set up, the event, and clean up on Friday, December 10, 12:00pm-10:00pm and Saturday, December 11, 8:00am-7:00pm
2. The Augustoberfest Charitable Foundation, Inc. is a non-profit institution.
3. The Augustoberfest Charitable Foundation, Inc. will serve only beer and wine and will limit this activity to individuals who are legally able to drink alcohol and are in University Plaza.
4. The Augustoberfest Charitable Foundation, Inc. will sign this permit and hold harmless agreement, as well as, endorse the City of Hagerstown as an additional insured on a two million dollar (\$2,000,000) insurance policy.

CITY OF HAGERSTOWN
HOLD HARMLESS AGREEMENT

Lessee/User: Augustoberfest Charitable Foundation
Event/Use: Christkindl Markt
Location: University Plaza
Date(s) of Use: Friday, December 10, 12:00pm-10:00pm and Saturday, December 11, 8:00am-7:00pm

The Lessee/User agrees that it shall indemnify the City of Hagerstown and hold harmless the City of Hagerstown against any and all fines, suits, claims, demands, expenses, actions, losses, alleged losses, or liabilities of whatsoever nature or kind incurred either directly or indirectly either in law or equity, paid, suffered or incurred as a result of the acts, activities, or omissions of the Lessee/User, its agents, servants, or employees, due to the operation and use of the premises. It is further agreed that the Lessee/User shall in addition to holding the City of Hagerstown harmless from any and all liabilities or damage or injury to both persons and property, occurring as a result of the use of said premises, shall defend The City of Hagerstown at Lessee's/User's expense against any and all claims, suits, demands, of whatsoever nature or kind.

Witness: _____ Augustoberfest Charitable Foundation, Inc.
Lessee/User

Witness: _____
By (Signature and Title)

Date: _____
780 Frederick Street
Address
Hagerstown, MD 21740
(301) 991-1329
Phone

Return to: Kitty Clark
Community Events Coordinator
City of Hagerstown
14 North Potomac Street
Suite 200A
Hagerstown, MD 21740
(301) 739-8577, Extension 116

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

Topic:

Approval of Open Container Exemption for Downtown Hagerstown Halloween Block Party - October 30, 2021

Mayor and City Council Action Required:

Action Requested

Staff seek approval of the following exemption to the Open Container Law, section 173-6 of the Code of the City of Hagerstown, at the October 26, 2021 Regular Session:

Downtown Hagerstown Halloween Block Party
Unit Block of South Potomac Street
Saturday, October 30, 2021, 4-11 pm

Per the City of Hagerstown's Open Container Law, the Mayor and City Council may permit the possession of alcoholic beverages in open containers on the streets, lanes, alleys, sidewalks, parking lots or public ways of the City during special events upon application or upon its own initiative.

If approved by the Mayor and City Council, the approved motion will be forwarded to the Washington County Liquor Board for the purpose of granting individual permits to restaurants on the unit block of South Potomac Street to serve and sell alcohol in fenced-in areas on the street in front of their places of business. Each restaurant would be responsible for staffing the fenced-in areas to ensure that open containers of alcohol are not taken out of those areas.

Discussion:

Staff will attend the preliminary agenda review during the October 19, 2021 Work Session to answer any questions regarding a requested exemption to the Open Container Law for the Downtown Hagerstown Halloween Block Party event. This event will take place on the unit block of South Potomac Street on Saturday, October 30, 2021. The idea for the block party came about after the Mummer's Parade was cancelled and various groups including downtown restaurants, BISFA, and the Main Street Advisory Council, approached the City about doing something in its stead.

Financial Impact:

Recommendation:

Motion:

I hereby move that Mayor and Council approve an exemption from the City of Hagerstown's Open Container regulation under section 173-6 of the Code of the City of Hagerstown for the Downtown Hagerstown Halloween Block Party event taking place on the unit block of South Potomac Street, on Saturday, October 30, 2021. This allows restaurants on that block to obtain permits from the Washington County Liquor Board to serve and sell alcohol in fenced-in areas in front of their places of business.

Action Dates:

DATE OF PASSAGE: 10/26/21

ATTACHMENTS:

File Name

102621_Halloween_Block_Party_Open_Container.pdf

Description

Halloween Block
Party_Open Container



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Scott Nicewarner, City Administrator
FROM: Kitty Clark, Community Events Coordinator
DATE: October 14, 2021
SUBJECT: Open Container Law Exemption

Staff will attend the preliminary agenda review during the October 19, 2021 Work Session to answer any questions regarding a requested exemption to the Open Container Law for the Downtown Hagerstown Halloween Block Party event. This event will take place on the unit block of South Potomac Street on Saturday, October 30, 2021. The idea for the block party came about after the Mummer's Parade was cancelled and various groups including downtown restaurants, BISFA, and the Main Street Advisory Council, approached the City about doing something in its stead.

Action Requested

Staff seek approval of the following exemption to the Open Container Law, section 173-6 of the Code of the City of Hagerstown, at the October 26, 2021 Regular Session:

Downtown Hagerstown Halloween Block Party
Unit Block of South Potomac Street
Saturday, October 30, 2021, 4-11 pm

Per the City of Hagerstown's Open Container Law, the Mayor and City Council may permit the possession of alcoholic beverages in open containers on the streets, lanes, alleys, sidewalks, parking lots or public ways of the City during special events upon application or upon its own initiative.

If approved by the Mayor and City Council, the approved motion will be forwarded to the Washington County Liquor Board for the purpose of granting individual permits to restaurants on the unit block of South Potomac Street to serve and sell alcohol in fenced-in areas on the street in front of their places of business. Each restaurant would be responsible for staffing the fenced-in areas to ensure that open containers of alcohol are not taken out of those areas.

c: Jill Thompson, Director of Community and Economic Development

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: October 26, 2021

TOPIC: **Approval of Open Container Exemption for Downtown Hagerstown
Halloween Block Party**

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

MOTION: I hereby move that Mayor and Council approve an exemption from the City of Hagerstown's Open Container regulation under section 173-6 of the Code of the City of Hagerstown for the Downtown Hagerstown Halloween Block Party event taking place on the unit block of South Potomac Street, on Saturday, October 30, 2021. This allows restaurants on that block to obtain permits from the Washington County Liquor Board to serve and sell alcohol in fenced-in areas in front of their places of business.

DATE OF PASSAGE: 10/26/21

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

Topic:

Approval of FY22 Axon Body Camera Payment (5 year contract)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_FY22_Axon_Body_Camera_Payment.pdf

Q-261139-44021.931JH.pdf

20210929142514646.pdf

APPROVED_MOTION_-_2020.pdf

Description

Motion - FY22 Axon Body
Camera Payment

5 YEAR QUOTE

CONSENT AGENDA

FY21 APPROVAL

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: October 26, 2021

TOPIC: Approval of FY22 Axon Body Camera Payment (5 year contract)

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

MOTION: I hereby move for Mayor and Council approval to pay the FY22 portion of the Axon Body Camera contract that was renewed by Mayor and Council in FY21. This is a multi-year contract that will run through FY25 and will cover new body cameras, their maintenance, the associated video storage and management software, hardware, licensing fees and warranties.

This is a sole source project as the goods and services required are only manufactured and available from Axon. Furthermore, allied law enforcement agencies in the county, along with the Washington County State's Attorney's Office utilize the same platform for joint investigations and prosecutions.

DATE OF PASSAGE: 10/26/21

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

COMMENTS

(1) DEPARTMENT MANAGER:

This is our yearly payment to cover our Body Camera Program.
It is part of a 5 year agreement & part of our annual budget.

Cher Parker 10/29/21
Signature/Date

(2) PURCHASING AGENT:

Recommend approval.

Jason L. Miller 10/14/2021
Signature/Date

(3) FINANCE MANAGER:

Recommend approval for continued coverage
as contracted.

Michelle H. 10/14/21
Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend Approval

Steve McInerney
Signature/Date



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

Non-Emergency 301-790-3700
Emergency 240-313-4345
Fax 301-733-5513

September 28, 2021

To: Scott Nicewarner,
City Administrator

From: Paul J. Kifer, *PJK*
Chief of Police

Ref: Axon Body Camera Contract FY22 Payment (5 year contract)

The Hagerstown Police Department is seeking Mayor and Council approval to pay the FY22 portion of the Axon Body Camera contract that was renewed by council in FY21. This is a multi-year contract that runs through FY25 and cover new body cameras, their maintenance, the associated video storage and management software, hardware, licensing fees, and warranties.

The purchase will be made with funds from the Hagerstown Police annual operating maintenance budget 0110401-5378. The total cost of the contract is \$339,237.60 and will be paid annually at \$67,847.52 on the anniversary date for the duration of the contract. This will be the second payment on this contract.

This is a sole source project as the goods and services required are only manufactured and available from Axon. Furthermore, allied law enforcement agencies in the county, along with the Washington County State's Attorney's Office utilize the same platform for joint investigations and prosecutions.



A Nationally Accredited Law Enforcement Agency

APPROVED
Mayor & Council
Date 7/28/20

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: July 28, 2020

TOPIC: Approval for 2020-2025 (5 year) Axon Body Camera Contract renewal

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

MOTION: I hereby move for Mayor and Council approval to renew the Axon Body Camera contract. This is a multi-year contract that will run through FY25 and will cover new body cameras, their maintenance, the associated video storage and management software, hardware, licensing fees and warranties.

The purchase will be made with funds from the Hagerstown Police annual operating maintenance budget 0110401-5378. The total cost of the contract is \$339,237.60 and will be payed annually at \$67,847.52 on the anniversary date for the duration of the contract.

This is a sole source project as the goods and services required are only manufactured and available from Axon. Furthermore, allied law enforcement agencies in the county, along with the Washington County State's Attorney's Office utilize the same platform for joint investigations and prosecutions.

DATE OF PASSAGE: 07/28/20



AXON

Hagerstown Police Dept. - MD

AXON SALES REPRESENTATIVE
James Hillary

jhillary@axon.com

ISSUED
7/9/2020



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-261139-44021.931JH

Issued: 07/09/2020

Quote Expiration: 09/15/2020

Account Number: 110659

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Edward Plummer
Hagerstown Police Dept. - MD
50 N. BURHANS BLVD.
Hagerstown, MD 21740
US

BILL TO

Hagerstown Police Dept. - MD
50 N. BURHANS BLVD.
Hagerstown, MD 21740
US

SALES REPRESENTATIVE

James Hillary
Phone:
Email: jhillary@axon.com
Fax:

PRIMARY CONTACT

Edward Plummer
Phone: (301) 790-3700
Email: eplummer@hagerstownpd.org

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	72	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	12	72	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	1,000	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	12	72	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		72	699.00	157.32	11,327.04
74210	AXON BODY 3 - 8 BAY DOCK		9	1,495.00	1,494.96	13,454.64
74028	WING CLIP MOUNT, AXON RAPIDLOCK		79	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		72	0.00	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	72	336.00	336.00	24,192.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	9	354.00	354.00	3,186.00
Other						
73827	AB3 CAMERA TAP WARRANTY	12	72	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		9	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	12	9	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	72	180.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	1,000	4.80	4.80	4,800.00
12338	AXON AIR EVIDENCE.COM LICENSE	12	2	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	900.00	0.00	0.00
73835	AUTO TAGGING LICENSE PAYMENT	12	72	180.00	151.22	10,887.84
					Subtotal	67,847.52
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	67,847.52

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		2	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		2	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		2	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	2	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	72	336.00	336.00	24,192.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	9	354.00	354.00	3,186.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	72	180.00	315.41	22,709.52
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	1,000	4.80	4.80	4,800.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	900.00	0.00	0.00

Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73835	AUTO TAGGING LICENSE PAYMENT	12	72	180.00	180.00	12,960.00
					Subtotal	67,847.52
					Estimated Tax	0.00
					Total	67,847.52

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	72	336.00	336.00	24,192.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	9	354.00	354.00	3,186.00
Other						
73689	MULTI-BAY BWC DOCK MID REFRESH		9	0.00	0.00	0.00
73309	AXON BODY CAMERA REFRESH ONE		72	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	72	180.00	315.41	22,709.52
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	1,000	4.80	4.80	4,800.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	900.00	0.00	0.00
73835	AUTO TAGGING LICENSE PAYMENT	12	72	180.00	180.00	12,960.00
					Subtotal	67,847.52
					Estimated Tax	0.00
					Total	67,847.52

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	72	336.00	336.00	24,192.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	9	354.00	354.00	3,186.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	72	180.00	315.41	22,709.52
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	1,000	4.80	4.80	4,800.00

Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	900.00	0.00	0.00
73835	AUTO TAGGING LICENSE PAYMENT	12	72	180.00	180.00	12,960.00
Subtotal						67,847.52
Estimated Tax						0.00
Total						67,847.52

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	72	336.00	336.00	24,192.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	9	354.00	354.00	3,186.00
Other						
73688	MULTI-BAY BWC DOCK FINAL REFRESH		9	0.00	0.00	0.00
73310	AXON BODY CAMERA REFRESH TWO		72	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	72	180.00	315.41	22,709.52
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	1,000	4.80	4.80	4,800.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	900.00	0.00	0.00
73835	AUTO TAGGING LICENSE PAYMENT	12	72	180.00	180.00	12,960.00
Subtotal						67,847.52
Estimated Tax						0.00
Total						67,847.52

Grand Total 339,237.60

Discounts (USD)

Quote Expiration: 09/15/2020

List Amount	364,671.00
Discounts	25,433.40
Total	339,237.60

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	67,847.52
Spares	0.00
Year 2	67,847.52
Year 3	67,847.52
Year 4	67,847.52
Year 5	67,847.52
Grand Total	339,237.60

Notes

Agency has existing contract #00008012 (originated via Q-71267) and is terminating that contract upon the new license start date (9/15/2020) of this quote.

Contingent on payment of "Year 5" invoice from contract #0008012, the parties agree that Axon is granting a refund of \$15,032.16 (applied to Year 1 licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 8/15/2020-8/30/2020, resulting in a 9/15/2020 license start date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

Axon BWC hardware contained in this quote will be covered under the Technology Assurance Plan (TAP) and will be eligible for 2 replacement at 30 and 60 month marks of this contract.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:

Date:

Name (Print):

Title:

PO# (Or write
N/A):

Please sign and email to James Hillary at jhillary@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



AXON

Hagerstown Police Dept. - MD

AXON SALES REPRESENTATIVE

James Hillary

jhillary@axon.com

ISSUED

7/9/2020



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-261139-44021.931JH

Issued: 07/09/2020



Quote Expiration: 09/15/2020

Account Number: 110659

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Edward Plummer
Hagerstown Police Dept. - MD
50 N. BURHANS BLVD.
Hagerstown, MD 21740
US

BILL TO

Hagerstown Police Dept. - MD
50 N. BURHANS BLVD.
Hagerstown, MD 21740
US

SALES REPRESENTATIVE

James Hillary
Phone:
Email: jhillary@axon.com
Fax:

PRIMARY CONTACT

Edward Plummer
Phone: (301) 790-3700
Email: eplummer@hagerstownpd.org

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	72	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	12	72	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	1,000	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	12	72	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		72	699.00	157.32	11,327.04
74210	AXON BODY 3 - 8 BAY DOCK		9	1,495.00	1,494.96	13,454.64
74028	WING CLIP MOUNT, AXON RAPIDLOCK		79	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		72	0.00	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	72	336.00	336.00	24,192.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	9	354.00	354.00	3,186.00
Other						
73827	AB3 CAMERA TAP WARRANTY	12	72	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		9	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	12	9	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	72	180.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	1,000	4.80	4.80	4,800.00
12338	AXON AIR EVIDENCE.COM LICENSE	12	2	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	900.00	0.00	0.00
73835	AUTO TAGGING LICENSE PAYMENT	12	72	180.00	151.22	10,887.84
					Subtotal	67,847.52
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	67,847.52

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		2	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		2	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		2	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	2	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	72	336.00	336.00	24,192.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	9	354.00	354.00	3,186.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	72	180.00	315.41	22,709.52
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	1,000	4.80	4.80	4,800.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	900.00	0.00	0.00

Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73835	AUTO TAGGING LICENSE PAYMENT	12	72	180.00	180.00	12,960.00
					Subtotal	67,847.52
					Estimated Tax	0.00
					Total	67,847.52

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	72	336.00	336.00	24,192.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	9	354.00	354.00	3,186.00
Other						
73689	MULTI-BAY BWC DOCK MID REFRESH		9	0.00	0.00	0.00
73309	AXON BODY CAMERA REFRESH ONE		72	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	72	180.00	315.41	22,709.52
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	1,000	4.80	4.80	4,800.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	900.00	0.00	0.00
73835	AUTO TAGGING LICENSE PAYMENT	12	72	180.00	180.00	12,960.00
					Subtotal	67,847.52
					Estimated Tax	0.00
					Total	67,847.52

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	72	336.00	336.00	24,192.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	9	354.00	354.00	3,186.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	72	180.00	315.41	22,709.52
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	1,000	4.80	4.80	4,800.00

Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	900.00	0.00	0.00
73835	AUTO TAGGING LICENSE PAYMENT	12	72	180.00	180.00	12,960.00
Subtotal						67,847.52
Estimated Tax						0.00
Total						67,847.52

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	72	336.00	336.00	24,192.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	9	354.00	354.00	3,186.00
Other						
73688	MULTI-BAY BWC DOCK FINAL REFRESH		9	0.00	0.00	0.00
73310	AXON BODY CAMERA REFRESH TWO		72	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	72	180.00	315.41	22,709.52
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	1,000	4.80	4.80	4,800.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	900.00	0.00	0.00
73835	AUTO TAGGING LICENSE PAYMENT	12	72	180.00	180.00	12,960.00
Subtotal						67,847.52
Estimated Tax						0.00
Total						67,847.52
Grand Total						339,237.60

Discounts (USD)

Quote Expiration: 09/15/2020

List Amount	364,671.00
Discounts	25,433.40
Total	339,237.60

**Total excludes applicable taxes*

Summary of Payments

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Spares	0.00
Year 2	67,847.52
Year 3	67,847.52
Year 4	67,847.52
Year 5	67,847.52
Grand Total	339,237.60

Notes

Agency has existing contract #00008012 (originated via Q-71267) and is terminating that contract upon the new license start date (9/15/2020) of this quote.

Contingent on payment of "Year 5" invoice from contract #0008012, the parties agree that Axon is granting a refund of \$15,032.16 (applied to Year 1 licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 8/15/2020-8/30/2020, resulting in a 9/15/2020 license start date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

Axon BWC hardware contained in this quote will be covered under the Technology Assurance Plan (TAP) and will be eligible for 2 replacement at 30 and 60 month marks of this contract.

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This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:

Date:

Name (Print):

Title:

PO# (Or write
N/A):

Please sign and email to James Hillary at jhillary@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

Do Not Complete This Section:
APPROVED FOR: _____
CONSENT AGENDA _____
NEW BUSINESS _____

***(See Department Manager's Comments)**

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

COMMENTS

(1) DEPARTMENT MANAGER:

This is our yearly payment to cover our Body Camera Program.
It is part of a 5 year Agreement & part of our annual budget.

Cher Parker 1/9/2021

Signature/Date

(2) PURCHASING AGENT:

Signature/Date

(3) FINANCE MANAGER:

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Signature/Date

APPROVED
Mayor & Council
Date 7/28/20

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: July 28, 2020

TOPIC: Approval for 2020-2025 (5 year) Axon Body Camera Contract renewal

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

MOTION: I hereby move for Mayor and Council approval to renew the Axon Body Camera contract. This is a multi-year contract that will run through FY25 and will cover new body cameras, their maintenance, the associated video storage and management software, hardware, licensing fees and warranties.

The purchase will be made with funds from the Hagerstown Police annual operating maintenance budget 0110401-5378. The total cost of the contract is \$339,237.60 and will be paid annually at \$67,847.52 on the anniversary date for the duration of the contract.

This is a sole source project as the goods and services required are only manufactured and available from Axon. Furthermore, allied law enforcement agencies in the county, along with the Washington County State's Attorney's Office utilize the same platform for joint investigations and prosecutions.

DATE OF PASSAGE: 07/28/20

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

Topic:

Approval of FY22 Part-Time and Seasonal Employee COVID Compensation for Calendar 2020

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

10.26.21_Motion_for_FY22_PT_and_Sesaon_Employee_COVID_Stipends.pdf

Motion
Approval of
FY22 Part-
time and
Seasonal
Staff Stipends

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: October 26, 2021

TOPIC: Approval of FY22 Part-Time and Seasonal Employee COVID Compensation for Calendar 2020

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

MOTION:

I hereby move for Mayor and Council to approve the payment of stipends to be made to part-time and seasonal employees based upon all of the following conditions:

Part-time Staff (35 employees; cost \$72K):

1. Coverage period of this compensation is January 27, 2020 through December 31, 2020
2. Must be employed as of October 18, 2021
3. Paid at the rate of \$2.40 for each hour worked on-site

Seasonal Staff (21 employees; cost \$23K):

1. Coverage period of this compensation is January 27, 2020 through December 31, 2020 and worked for entire term period in 2020
2. Must have returned to work at the City during Calendar 2021
3. Paid lump sum rate of \$1,000

Full-time Staff (1 employee; cost \$5.4K):

1. Paid lump sum rate of \$5,000 for one employee that was excluded in the June distribution

The payment will be distributed to qualified employees on Friday, November 5, 2021. Funding for this payment will be through each fund's FY22 approved budget and from General Fund Budget Contingency account.

DATE OF PASSAGE: 10/26/2021
EFFECTIVE DATE: 10/26/2021

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

Topic:

Approval of an Agreement with Eastern Sports Management, LLC

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Approval_of_Agreement_with_Eastern_Sports_Management__LLC.pdf	Motion - Agreement with Eastern Sports Management, LLC
---	--

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: October 26, 2021

TOPIC: Approval of an Agreement with Eastern Sports Management, LLC

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

MOTION: I hereby move to authorize the City to enter into an Agreement with Eastern Sports Management, LLC for Phase I of the development of an indoor recreation facility at the Municipal Stadium property. Deliverables of this phase will include public involvement, concept plans and cost estimates that will be used for procuring capital for construction. Funding of the \$70,000 contract will be from FY21 GF surplus.

I further move to authorize staff to prepare a demolition contract for Municipal Stadium and solicit bids for future consideration by the City Council.

DATE OF PASSAGE: 10/26/2021



CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the “*Agreement*”) is made and entered into effective as of October 19, 2021 (the “*Effective Date*”), by and between **Eastern Sports Management, LLC**, a Virginia limited liability company (“*Consultant*”) and **the City of Hagerstown, Maryland**, a political subdivision of the state of Maryland (“*Client*”) with its principal place of business located in Hagerstown, MD.

RECITALS:

A. Client desires to retain Consultant as an independent contractor to provide consulting services.

B. Consultant desires to provide such services to Client, subject to the terms and conditions set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual conditions and promises herein contained, the parties hereto agree as follows:

1. **Consulting Services.** Consultant agrees to provide the services to Client set forth in the statement of work attached hereto as Schedule A (the “*Services*”), incorporated and made a part of this Agreement by reference. Consultant warrants that it shall perform the Services: (a) using personnel of commercially reasonable skill, experience, and qualifications and (b) in a timely, workmanlike, and professional manner.

2. **Term.** The term of this Agreement shall begin on the Effective Date and, unless sooner terminated pursuant to Section 8, shall continue until the completion of the Services.

3. **Fees.** As consideration for the Services, Client will pay Consultant the fees and expense reimbursements (collectively the “*Fee*”) in the amounts and in the manner set forth on Schedule B, which shall be incorporated and made a part of this Agreement by reference. Unless otherwise provided in Schedule B, payment by Client shall be promptly completed upon receipt by Client of an invoice from Consultant, but in no event more than Seven (7) days after receipt of payment from project owner. All late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible by law, calculated daily and compounded monthly. Client must notice in writing any payment dispute to Consultant within ten (10) days of the date of any invoice.

4. **Client Obligations.** Client agrees to: (a) respond promptly to any reasonable requests from Consultant for instructions, information, or approvals required by Consultant to provide the Services; (b) cooperate with Consultant in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable Consultant to provide the Services; and (c) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Consultant's provision of the Services.

5. **No Solicitation of Employees.** During the Term and for a period of one (1) year after the termination or expiration of this Agreement, Client shall not directly or indirectly employ or retain any individual who is or was an employee or contractor of Consultant during the Term, or contact, solicit or assist in the solicitation of any such individual for the purpose of employing such individual or obtaining such individual's services for hire, or otherwise causing such individual to leave his or her employment or engagement with Consultant.

6. **Termination.** This Agreement may be terminated by either party at any time and any reason with thirty (30) days' prior written notice. In addition, if either party materially breaches this Agreement, the other party may terminate this Agreement immediately upon written notice. Upon termination, Consultant will be paid for any services rendered as well as any associated expenses incurred through the last day Consultant provides services. In addition, if Client terminates this Agreement prior to completion of Phase 2, Client shall pay Consultant all fees that would have otherwise accrued by such date had this Agreement not been terminated.

7. **Indemnification.** Each party shall defend, indemnify and hold the other party, and its members, managers, officers, directors, agents and employees harmless against any and all claims, damages, or liabilities, including reasonable attorneys' fees and other legal expenses, arising directly or indirectly from any negligent or wrongful acts or omissions of the indemnifying party or the indemnifying party's agents or employees.

8. **Limited Remedy.** Consultant's sole and exclusive liability and Client's sole and exclusive remedy for breach of the warranties set forth in Section 1 shall be for Consultant to use reasonable commercial efforts to promptly cure any such breach; provided, that if Consultant cannot cure such breach within a reasonable time (but no more than 30 days) after Client's written notice of such breach, Client may, at its option, terminate this Agreement by written notice to Consultant. CONSULTANT MAKES NO WARRANTIES EXCEPT FOR THOSE PROVIDED IN SECTION 1 ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE) WHETHER RELATED TO ANY SERVICES OR GOODS FURNISHED BY CONSULTANT OR OTHERWISE, ARE EXPRESSLY DISCLAIMED.

9. **Limitation of Liability.** IN NO EVENT SHALL CONSULTANT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CONSULTANT HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL CONSULTANT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONSULTANT PURSUANT TO THIS AGREEMENT.

10. **Independent Contractors.** Consultant shall act as an independent contractor in performing the Services described in this Agreement. Nothing contained herein shall be deemed to make Consultant the agent, employee, joint venturer, or partner of Client.

11. **Attorney's Fees.** If any action is brought to enforce, or to construe or determine the validity of, any term or provision of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs of the action.

12. **Amendments.** This Agreement may be amended, or any provision of this Agreement may be waived, only in a writing executed by the parties. No course of dealing between or among the parties shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of either party under this Agreement.

13. **Applicable Law; Venue.** This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to any conflicts of law provisions or principles to the contrary. Any legal proceeding arising out of this Agreement will be brought only in a state court of competent jurisdiction sitting in Washington County, Virginia. All parties agree that venue will lie in those courts and hereby submit themselves to the personal jurisdiction of such courts.

14. **Waiver of Jury Trial.** THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

15. **Waiver.** Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to future violations thereof, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted the parties herein are cumulative and the waiver by a party of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to him or it under the circumstances.

16. **Survival.** The agreements and covenants in and obligations under Sections 5, 6, 7, 8, 9, 13, 14 and 16 shall survive the termination or expiration of this Agreement.

17. **Binding Agreement.** The rights and obligations of the Client under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Client. Neither party shall be permitted to assign this Agreement or such party's rights, obligations, or duties hereunder to another party without the prior written consent of the non-assigning party, where such consent shall not be unreasonably withheld.

18. **Notices.** All notices required or permitted to be given hereunder shall be in

writing and may be delivered by hand, by electronic transmission in .pdf format or similar format, by nationally recognized private courier, or by tracked U.S. mail return receipt requested. Notices delivered by mail or by hand shall be deemed delivered when actually delivered. Notices given by nationally recognized private courier shall be deemed delivered on the date delivery is promised by the courier. Notices given by electronic transmission shall be deemed given on the first business day following receipt; *provided, however*, that a notice delivered or electronic transmission shall only be effective if such notice is also delivered by hand, deposited in the U.S. mail, postage prepaid, registered or certified mail with return receipt requested, or given by nationally recognized private courier on or before two (2) business days after its delivery by electronic transmission. All notices shall be addressed as set forth on the signature page hereto.

19. **Entire Agreement.** This Agreement, including and together with any exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

20. **Severability.** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding by a competent court, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.

21. **Descriptive Headings; Interpretation.** The headings and captions used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

22. **Counterparts.** This Agreement may be executed in counterparts (including by means of facsimile or PDF signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

CONSULTANT:

EASTERN SPORTS MANAGEMENT, LLC,
a Virginia limited liability company

By: _____
John Wack, President

Notice Address:
725 Jackson Street, Suite 207
Fredericksburg, VA 22401
E-mail: johnwack@me.com

CLIENT:

City of Hagerstown, MD

By: _____
_____, _____

Notice Address:

E-mail: _____

Schedule A

Statement of Work

- Market Analysis
 - Potential facility participant phone calls and interviews
 - Potential event organizer phone calls and interviews
 - Demographic analysis
 - Competitive analysis
- Conceptual Facility Design
 - Design Charrette with development of Three Options
 - Develop Selected Option
 - Two Client meetings and two team meetings
 - Deliverables
 - Design Narrative
 - Architectural Site Plan
 - Floor Plans
 - One exterior rendering
 - Two interior renderings
- Business Plan Development
 - Meetings with Hagerstown Stakeholders
 - Meetings with Client
 - Pro Forma Development
 - FFE schedules and pricing

Schedule B

Fees

The total consulting fee shall be \$ 70,000.00. Payment of \$20,000 30 days after effective date, \$20,000 60 days after effective date, with the balance paid upon client receipt of deliverables.

Travel expenses for any trips to Hagerstown with mileage at current IRS allowable rate and room and board per diem at \$150.00 per night per consultant team member..

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

Topic:

Approval of Rent Relief for the Hagerstown Ice Amateur Athletic Association (HIAAA)

Mayor and City Council Action Required:

Discussion:

Approval of rent relief for the Hagerstown Ice Amateur Athletic Association (HIAAA) in the amount of \$5,700. See the attached.

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

2022_MOTION_HIAAA_Rent_Relief.pdf

Description

Motion Sheet Rent Relief
for the HIAAA

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: October 26, 2021

TOPIC: **Approval of Rent Relief for the Hagerstown Ice Amateur Athletic Association (HIAAA)**

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move for Mayor and Council approval to grant the request of the Hagerstown Ice Amateur Athletic Association (HIAAA) for rent relief and waive rent fees in the amount of Five Thousand Seven Hundred Dollars (\$5,700.00) for calendar year 2020. The HIAAA experienced revenue losses due to closing the facility to public skating as mandated by the State of Maryland due to the COVID-19 pandemic.

DATE OF INTRODUCTION:	OCTOBER 26, 2021
DATE OF PASSAGE:	OCTOBER 26, 2021
EFFECTIVE DATE:	OCTOBER 26, 2021