

Regular Session (29th Voting Session)
Mayor and City Council
December 21, 2021
Agenda

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

7:00 PM - December 21, 2021 - REGULAR SESSION -*Council Chamber, 2nd floor, City Hall*

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. 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, January 4, 2022 – No Meeting Scheduled
 - 2. Tuesday, January 11, 2022 – Work Session at 4:00 p.m.
 - 3. Tuesday, January 18, 2022 – Work Session at 4:00 p.m.
 - 4. Tuesday, January 25, 2022 – Regular Session at 7:00 p.m.

V. 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, December 21, 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.

Citizen Comments submitted by email.

VI. MINUTES

VII. CONSENT

B. Information Technology

- 1. Barracuda Backup Server and Cloud Storage - Three Year Agreement -- System Source (Hunt Valley, MD) \$90,000
- 2. ESO Fire RMS-Incident Management Software Renewal (Year 2 of 3) – ESO Solutions, Inc. (Dallas, TX) \$24,705.60

C. Parks and Engineering

- 1. Design of Phase I of Improvements to Wheaton Park - Mahan Rykiel Associates, Inc.

(Triad Engineering is sub for Mahan Rykiel) (Baltimore, MD) \$36,200.00

2. Restoration of Fairgrounds Entrance Building and Gatekeepers House and Contingency for Change Orders - Popowski Brothers, Inc. (Hunt Valley, MD) \$160,000.00

D. Public Works

1. 2022 F-150 4x4 SuperCab Pickup 6 Foot Box – Keystone Ford (Chambersburg, PA) \$33,457.00
2. 2022 F-150 4x4 SuperCab Pickup 8 Foot Box – Keystone Ford (Chambersburg, PA) \$33,958.00
3. Roof Replacement at 60 West Washington Street - Ruff Roofing and Sheet Metal, Inc. (Baltimore, MD) \$191,679.00

E. Utilities

1. Wastewater Division: MSA LEL Gas Detection Transmitter and Sensor Assembly with Start Up Services – Sherwood Logan and Associates (Annapolis, MD) \$15,546.00
2. Wastewater Division: FY22 Pass Thru Costs for the Pelletizer Facility – Synagro (Baltimore, MD) \$60,000.00
3. Wastewater Division: Engineering Services to Evaluate the Solids Processing Operation – Black & Veatch Corporation (Gaithersburg, MD) \$219,440.00
4. Water Division: Annual Software Support and Services at the Willson Plant for SCADA – ABB, Inc. (Warminster, PA) \$70,688.00

VIII. UNFINISHED BUSINESS

- A. Approval of an Ordinance: Amending the City Code, Chapter 64, Article IV – Modifications of Electrical Registration and Fee Structure

IX. NEW BUSINESS

- A. Approval of a Resolution: Assignment and Assumption of Lease Agreement between GB&J's, LLC and HMS Hagerstown, LLC
- B. Approval of a Resolution: License Agreement for Public Art on West Lee Street
- C. Approval of a Resolution: Grant Agreement for Consultant Fees and Designing a Plan for a Visitors' Center for the Jonathan Hager House Museum at City Park between the City of Hagerstown and Maryland Heritage Areas Authority
- D. Approval of a Resolution: Amendment to Water Line Easement Agreement with Downsville Lot A-1(50), LLC, Downsville Lot A-2(28), LLC and Downsville Lot A-3(62), LLC
- E. Approval of Application for FY2023 Program Open Space
- F. Approval of an Engagement Agreement with Kane, Wilburn & Stone, P.A.
- G. Approval of an Amendment to FY22 CDBG Annual Action Plan - Creation of New Activity for Wheaton Park Enhancements
- H. Approval of Amendment Two to the MOU for the Potomac Street at Howard Street Signal Improvements Safe Routes To School Infrastructure Project
- I. Approval of Amendment One to the MOU for Marsh Run Multi-Use Trail Project

X. GENERAL CITIZEN COMMENTS

XI. CITY ADMINISTRATOR'S COMMENTS

XII. MAYOR AND COUNCIL COMMENTS

XIII. 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:

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

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Motion:

Action Dates:

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MAYOR AND CITY COUNCIL
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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, December 21, 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:

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

Topic:

Citizen Comments submitted by email.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Citizen_Comments_-_Catherine_Poropatic.pdf
Citizen_Comments_-_Sarah_Hall.pdf

Description

Catherine Poropatic
Sarah Hall

CITIZEN COMMENTS: December 21, 2021

Dear Mayor and City Council Members,

My husband and I recently walked the Cornfield Trail at Antietam National Battlefield. What solemn ground it is. The monuments and statues provide visuals to mark the thousands who lost their lives those September days. Then we saw the line of cannon on the high ground and our thoughts turned to the ugliness of the weapons that tore apart those young bodies. But, it's a battlefield – cannon belong there we suppose.

The Vietnam Veterans Memorial is beautiful – peaceful – a place to sit and contemplate the lives lost – to mourn them. Introducing a machine of war will detract from this site. We don't need it. Period. My husband commanded swift boats which patrolled the Mekong River in Vietnam – would another group of naval veterans want a PCF plunked down in the middle of the lake? No, of course not - but fair is fair. Why conjure painful memories of what helicopters were used for in Vietnam – bringing in new troops and taking out bodies. It is not the purpose of a “memorial” to memorialize the horrific sounds of war. Let it continue to be a quiet place.

Enough damage has been done to our County with the destruction of land to build yet more Amazon truck and storage depots. Common sense needs to prevail. Is there some reason why the helicopter couldn't be placed at the airport?

Finally, our Vietnam Vets are aging. Let them age in peace.

With this, we voice our opposition to the placement of a 60-ft. UH-1C helicopter at the Vietnam Veterans Memorial.

With respect,

Otto C. Wiegand, Jr – Vietnam Veteran
Catherine Poropatic

589 Dunn Irvin Drive
Hagerstown, MD 21740
240-347-0214

Donna Spickler

From: Sarah Hall <sajahall222@gmail.com>
Sent: Tuesday, December 21, 2021 3:27 PM
To: Council Comments
Subject: Proposed Helicopter Installation in City Park

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.

Dear Mayor and Council Members,

I'm writing to voice my opposition to the proposed installation of a Vietnam-era helicopter at the site of the Vietnam War Memorial in City Park.

As a resident of the adjacent neighborhood, I would greatly prefer not to pass a large, unsightly helicopter at least two times a day. I find the visual concept to be unattractive and inappropriate to the parklike setting.

That said, I also question its appropriateness as part of what is meant to be a reflective experience. I did a little reading about war memorials and found the following language:

"War memorials commemorate those impacted by war or conflict. They generally represent the graveside, a place to grieve for those whose family and friends are buried overseas. They do not commemorate the conflict or war per se but the people whose lives were ended, changed or impacted by it."

Another website that I looked at has a number of examples of prominent war memorials (https://dying.lovetoknow.com/United_States_War_Memorials), all of which are conceptually stronger sites because the experience is centralized, contemplative, and conceived of as a whole. They had some nice language as well:

"Memorials are also a symbolic cry from those who lost their lives, and a way of letting those who come after them to know something they might not otherwise be made aware. War memorials let a society know that by serving their country these honored men and women contributed to our nation with the very sacrifice of their lives. Memorials speak to us as though to say, Do not forget us."

I think the addition of the helicopter dilutes the impact of the lives lost and turns the site into more of a novelty/attraction, and detracts from the existing memorial design.

For me, the helicopter is too connected to the activity of war and is out of character with the site in all ways--psychologically and physically.

Thanks for taking the time to listen to the neighbors who will be most impacted by the installation of the helicopter and to think carefully about the character of that area of the park.

Respectfully submitted,

Sarah Hall

37 S. Prospect Street
Hagerstown, MD 21740

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

Topic:

Barracuda Backup Server and Cloud Storage - Three Year Agreement -- System Source (Hunt Valley, MD) \$90,000

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Consent_Technology_Barracuda_Backup_Server_and_Cloud_Storage.pdf

Barracuda Backup
Server and Cloud
Storage

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 12/21/21**

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

Originating Department: Technology and Support Services By: James R Snyder – IT Manager
Account Number: 0110003-5378 Account / Project Name: Barracuda Backup appliance and cloud storage upgrade
Budget Amount: \$90,000.00 Account Balance: 192,120.83 Year: FY22 CIP Control No. _____
Unbudgeted \$: _____ Source of Funds: HPD Operating Budget

Quantity	Description	Value
1	Barracuda Backup Server (895) and Cloud Storage – 3 year agreement	\$90,000.00
	<i>FY22, FY23, and FY24</i>	<i>30,000/annually</i>

TOTAL VALUE OF PROJECT: \$90,000.00

ABOVE TO BE USED FOR:

This is for an upgrade of the Barracuda back-up server located at HPD from model 890 to 895, which will increase the onsite storage capacity from 24TB to 36TB. HPD is currently utilizing 87% of their current capacity, so this upgrade will allow for future growth. This also includes cloud backup storage. This agreement will be a 3-year contract, with HPD paying 1/3 (\$30,000) for each year of continuous service (a separate invoice will be sent each year for payment).

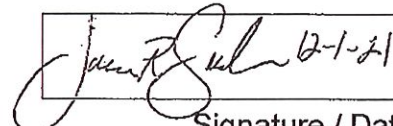
Recommended Vendor:

Business Name: System Source
Address: 228 Clubhouse Road
City, State: Hunt Valley, MD 21031
Bid/Proposal/Quote No.: _____

OTHER VENDORS:		
Firm	City/State	Total Amount
SOLE SOURCE – PIGGYBACKING OFF OF EXISTING STATE CONTRACT		

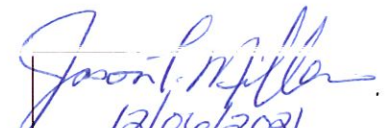
(1) Department Manager

Upgrade of the Barracuda back-up server, which is necessary to ensure space requirements due to growth of onsite storage needs. Cloud back-up capabilities will also be available as a secondary back-up system. This is a three-year contract, with each year being billed separately (\$30,000 each year of the contract length), which will take advantage of discount pricing in years two and three of the agreement.

 12-1-21
Signature / Date

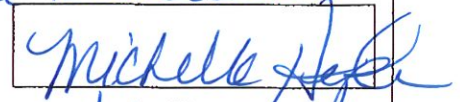
(2) Purchasing Agent:

Recommend approval

 12/06/2021
Signature / Date

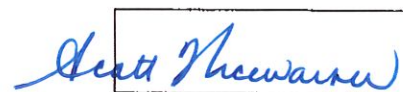
(3) Finance Manager:

Approve - ~~there~~ is sufficient funding in the FY22 budget to cover 1 year of the cost. It is anticipated that funding will be included in future years budget for this contract duration.

 12/10/21
Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

 12/17/21
Signature / Date

Barracuda Licensing Payment Terms Agreement with System Source November 19, 2021

Company Name: City of Hagerstown – Police Department
Address: 1 East Franklin Street, Hagerstown, Maryland 21740

This Agreement is between System Source and the City of Hagerstown, Maryland.

Barracuda has extended special pricing and payment terms applicable to the purchase outlined below:

System Source Quote # 89944 rev 2 of 2 dated November 19, 2021 – attached to this Agreement

Barracuda licensing is for a period of 3 years and is payable in 3 annual payments to System Source as detailed below

Purchase must be made by close of business on Wednesday, December 29, 2021

This purchase requires a hard copy purchase order from the City of Hagerstown to System Source that includes the following on the PO:

This Agreement must be referenced on the City of Hagerstown purchase order to System Source and takes precedence over any conflicting payment terms. This Agreement must be signed and returned along with the purchase order before the order can be executed.

Order is non-cancellable and non-returnable

Net 20 Terms Apply

Payments:

- First Payment \$30,000: Payment due for Barracuda licensing covering Year-1 of the 3-year period
- Second Payment \$30,000: Payment due for Year-2 of the 3-year period (will be invoiced 1 year after initial purchase date)

- Third Payment \$30,000: Payment due for Year-3 of the 3-year period (will be invoiced 2 years after initial purchase date)

Terms: Net 20

Plus any applicable taxes, fees or shipping

This purchase does not include professional services, installation or support services.

System Source shall not be liable for special, incidental, or consequential damages in connection with the services provided, included but not limited to loss of profits or revenue, loss of use of equipment, costs of substitute equipment or other down time costs. In addition, liability with respect to property damages or injury (including death) to persons arising out of or connected with services performed under this agreement, is limited strictly to that imposed by law, and there is no contract imposing any greater degree of liability on System Source. System Source's entire liability for any claim concerning its performance or nonperformance in connection with this Agreement, including any negligence, shall be limited to the total amount paid to System Source under the applicable purchase order(s).

The Client is responsible for educating its staff to identify and react to phishing activity or fraudulent attempts to obtain sensitive information. The Client is responsible for obtaining insurance against cyber-attacks, cyber data loss, malware, privacy breaches because these incidents can occur under a best practices, best case scenario. Security recommendations, assessments, audits, software & device usage, implementation of best practices, remediation, staff training, and other security related practices and tools improve your security environment and decrease IT security breaches, fraud and related issues. However, no security practices or tools can ensure any IT system is not vulnerable especially given evolving threats. Security improvements are recommended and implemented at a snapshot in time and cannot provide for every possible threat. Even if no current vulnerabilities are detected, due diligence should be exercised to prevent new or persistence threats. Even if the recommended best practices are implemented, it may not prevent an attack or system penetration.

Excused Performance. System Source shall not be deemed to be in default of any provision hereof or be liable for any delay, failure in performance, or interruption of service resulting from non-payment, acts of God, civil or military catastrophes, transportation delays, any communication equipment failure beyond its control, inability to obtain materials or parts from suppliers, or other major force beyond its reasonable control. Client understands and acknowledges that computers and network equipment are manufactured by, and run software written by, third party vendors; in addition, Client understands and acknowledges its computers and network equipment are provided with Internet Services and/or other computer networks provided by third party network providers. Client understands and acknowledges third party vendors and network

system | source

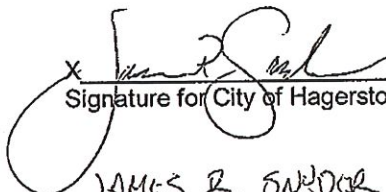
38
years

your one source for IT & AV

338 Clubhouse Rd. | Hunt Valley, MD 21031 p. 410.771.5544 | f. 410.771.9507 syssrc.com

providers and their products and services are beyond the control of System Source and that Client's computers and network equipment may become inoperable due to factors beyond the control of System Source. System Source will take commercially reasonable efforts to avoid disruptions in services caused by factors beyond its control, but it cannot guarantee such events will not occur. Consequently, System Source shall not be liable for any downtime or other problems with the services that are due to factors beyond its reasonable control.

The Parties agree to waive trial by jury. This agreement is governed by the laws of the State of Maryland.

X  / 11-22-21
Signature for City of Hagerstown Date
JAMES R. SNYDER
Printed Name

IT MANAGER
Title

X _____ / _____
Signature for System Source Date

Printed Name

Title

Compliance Information for Purchasing Agents

CCR and Small Business Entity Status

System Source is a registered "trading as" name for Logical Ventures, Inc., a Maryland Corporation. System Source's Federal Tax Identification Number is 52-1202799. For the purpose of bid responses under NAICS codes 541519, 541512, 423430 and 811212 System Source meets the qualifications of a Small Business Entity. Our CCR CAGE code is 1JKB0.

Affirmative Action and Equal Employment Opportunity

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.

E-Commerce and Credit Card

System Source accepts Visa, MC, and AMEX payments for training courses, ISP services, and field repair services. Quotes for professional service work, hardware, software and licenses are priced with an ACH/check payment discount and cannot be paid by credit card if the amount is greater than \$3,000.00. If you wish to receive your quotes without the discount included, please inform your sales person. Our secure credit card payment site www.syssrc.com/PayBill is PCI compliant.

E-invoicing and payment through ARIBA (ANID: AN01000197681) and TEXTURA is accepted. ACH payments may be sent to The Columbia Bank, routing# 055002338, acct: #1602183501. System Source's SWIFT ID is FLBKUS33.

Healthcare and Other Entities Involved in the Handling of Personal Health Information (PHI)

When System Source is notified by you that our employees may be dealing with PHI that is subject to HIPAA and/or HITECH regulations, we will provide you with a Business Associate Agreement that covers your regulatory responsibilities pertaining to the use of Business Associates in your IT environment. Contact your sales person or engagement manager to request a Business Associate Agreement.

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

Topic:

ESO Fire RMS-Incident Management Software Renewal (Year 2 of 3) – ESO Solutions, Inc.
(Dallas, TX) \$24,705.60

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Consent_Technology_ESO_Fire.pdf

Description

ESO Fire RMS

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 12/21/21**

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

Originating Department: Technology and Support Services By: James R Snyder – IT Manager

Account Number: 0107200-537702 Account / Project Name: ESO Fire RMS-Incident Software renewal

Budget Amount: \$24,705.60 Account Balance: ~~\$308,081~~ ^{306,335} Year: FY22 CIP Control No.

Unbudgeted \$: _____ Source of Funds: IT Budget – Software Support (General Fund)

Quantity	Description	Value
1	ESO Fire RMS-Incident Management Software Renewal – (Year 2 of 3)	\$24,705.60
	1/4/22 - 1/5/23	

TOTAL VALUE OF PROJECT: \$24,705.60

ABOVE TO BE USED FOR:

This renewal is for the ESO Fire RMS-Incident Management software bundle used by HFD. This is the second year of a three-year software agreement, in which all of the various software modules (Incidents, Inspections, Properties, Personnel Management, Hydrants, Activities, and CAD Integrations) are included in the annual renewal.

Recommended Vendor:

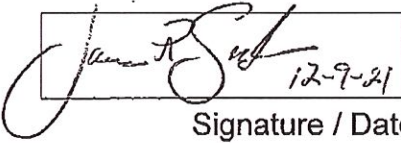
Business Name: ESO Solutions, Inc.
Address: PO Box 679449
City, State: Dallas, TX 75267-9449
Bid/Proposal/Quote No.: _____

OTHER VENDORS:

Firm	City/State	Total Amount
SOLE SOURCE – THIS IS THE CURRENT SOFTWARE VENDOR/PROVIDER OF THIS PRODUCT		

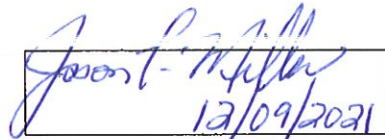
(1) Department Manager

Renewal of the ESO Fire Records Management System (RMS) and Incident software used by the Hagerstown Fire Department. This is "Year 2" of a three year agreement, which takes advantage of discount pricing.

 12-9-21
Signature / Date

(2) Purchasing Agent:

Recommend approval.

 12/09/2021
Signature / Date

(3) Finance Manager:

Recommend approve to continue this software. The coverage spans 2 fiscal years. There is sufficient funding in FY22 budget and it is anticipated funding will continue to be included in FY23.

 12/9/21
Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

 12/9/21
Signature / Date



Please send payments to:
ESO Solutions, Inc.
PO Box 679449
Dallas, TX 75267-9449

Invoice

Date: 12/7/2021
Invoice # ESO-67769
Terms Net 30
Due Date 1/6/2022
PO#

Bill To

Hagerstown Fire Dept (MD)
Attn: Accounts Payable
25 W. Church Street
Hagerstown MD 21740
United States
jstatler@hagerstownmd.org

Ship To

Hagerstown Fire Dept (MD)
Attn: Accounts Payable
Hagerstown
MD 21740
US

Item	From	To	QTY	UOM	List Amount	Discount	Total
FireRescue1 Academy with ESO Integration	1/6/2022	1/5/2023	110	Employees	\$5,390.00	\$539.00	\$4,851.00
Track and report Fire training and access to online courses following NFPA standards, with ESO integration.							
RMS Bundle - ESO Fire Incidents	1/6/2022	1/5/2023	6	Stations	\$5,862.00	\$586.20	\$5,275.80
Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.							
RMS Bundle - ESO Inspections	1/6/2022	1/5/2023	6	Stations	\$2,584.00	\$258.40	\$2,325.60
Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.							
RMS Bundle - ESO Properties	1/6/2022	1/5/2023	6	Stations	\$2,328.00	\$232.80	\$2,095.20
Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).							
RMS Bundle - Personnel Management	1/6/2022	1/5/2023	110	Employees	\$3,945.00	\$394.50	\$3,550.50
Includes tracking of Training classes, certifications, credentials, immunization records. Discounted as a part of the RMS Bundle.							
RMS Bundle - ESO Hydrants	1/6/2022	1/5/2023	6	Stations	\$1,800.00	\$180.00	\$1,620.00
Inventory and document testing and status of hydrants.							
RMS Bundle - ESO Activities - Fire and Fire/EMS Agencies	1/6/2022	1/5/2023	6	Stations	\$1,230.00	\$123.00	\$1,107.00
Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.							
Fire Incidents CAD Integration	1/6/2022	1/5/2023	3,700	Incidents	\$1,995.00	\$0.00	\$1,995.00
Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.							
Assets-Checklist Bundle	1/6/2022	1/5/2023	10	Vehicles	\$2,095.00	\$209.50	\$1,885.50
Web-based asset management and apparatus checklist for Fire and EMS.							



Please send payments to:
ESO Solutions, Inc.
PO Box 679449
Dallas, TX 75267-9449

Invoice

Date:	12/7/2021
Invoice #	ESO-67769
Terms	Net 30
Due Date	1/6/2022
PO#	

Invoice Message:

Remit Payment to:

ESO Solutions, Inc.
PO Box 679449
Dallas, TX 75267-9449

Amounts invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Questions? Contact: AccountsReceivable@eso.com 866-766-9471 option 8

ESO will never e-mail you soliciting payment information. Please call us or e-mail AccountsReceivable@eso.com if you have any questions or wish to make a change.

Tax ID: 38-4580209

Total (Without Tax):	\$24,705.60
Tax:	\$0.00
Grand Total:	\$24,705.60
Amount Paid/Credit:	\$0.00
Total Recurring:	\$24,705.60
Total One-Time:	
Invoice Balance:	\$24,705.60

Pay Online

[For a 3% fee, pay via Card](#)

Direct Card Payment Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/2771633/?amount=2544676.80

[Pay via Online Bank Transfer](#)

Direct Bank Transfer Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/2771633/?card=false

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

Topic:

Design of Phase I of Improvements to Wheaton Park - Mahan Rykiel Associates, Inc. (Triad Engineering is sub for Mahan Rykiel) (Baltimore, MD) \$36,200.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Consent_Engineering_Deisng_of_Phase_1_of_Improvements_to_Wheaton_Park.pdf	Design of Phase I of Improvements to Wheaton Park
---	---

**City of Hagerstown
Mayor and Council
Purchase/Contract Information
Meeting of 12/21/21**

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

Originating Department: Engineering Department By: Rodney Tissue
Account Number: 4509004-5594 Account / Project Name: Wheaton Park Improvements
Budget Amount: \$318,469 ☒ Account Balance: \$318,469 ☒ Year: 2021 CIP Control No. C0751
Unbudgeted \$: \$36,200 Source of Funds: Community Development Block Grant

Quantity	Description	Value
1	Design of Phase I of Improvements to Wheaton Park	\$36,200.00

TOTAL VALUE OF PROJECT: \$36,200.00

ABOVE TO BE USED FOR:

The master plan was approved in November. To keep the project moving forward as quickly as possible, contract with the master plan designer to complete construction documents for the Phase I work which includes: misting pad, parking lot, plaza and building structure (former rental dwelling) removal.

Recommended Vendor:

Business Name: Mahan Rykiel Associates Inc.(Triad Engineering is sub for Mahan Rykiel)
Address: 3300 Clipper Mill Road Ste 200
City, State: Baltimore, MD 21211
Bid/Proposal/Quote No.: _____

OTHER VENDORS:

Firm	City/State	Total Amount
No other bids received. MRA completed all master planning work to this point and request they continue design efforts.		

(1) Department Manager

Staff recommends award of the design of Phase I of the improvements to Mahan Rykiel & Associates of Baltimore, MD (Triad Engineering of Hagerstown – sub for Mahan Rykiel) in the amount of \$36,200. This will keep the project moving forward as quickly as possible.

RTT 12/9/21

Signature / Date

(2) Purchasing Agent:

Recommend approval

Joan Miller
12/9/2021

Signature / Date

(3) Finance Manager:

Recommend approval contingent upon acceptance of the CDBG Plan Amendment to allocate funding of \$318,464 for this project

Michelle Hester
12/9/21

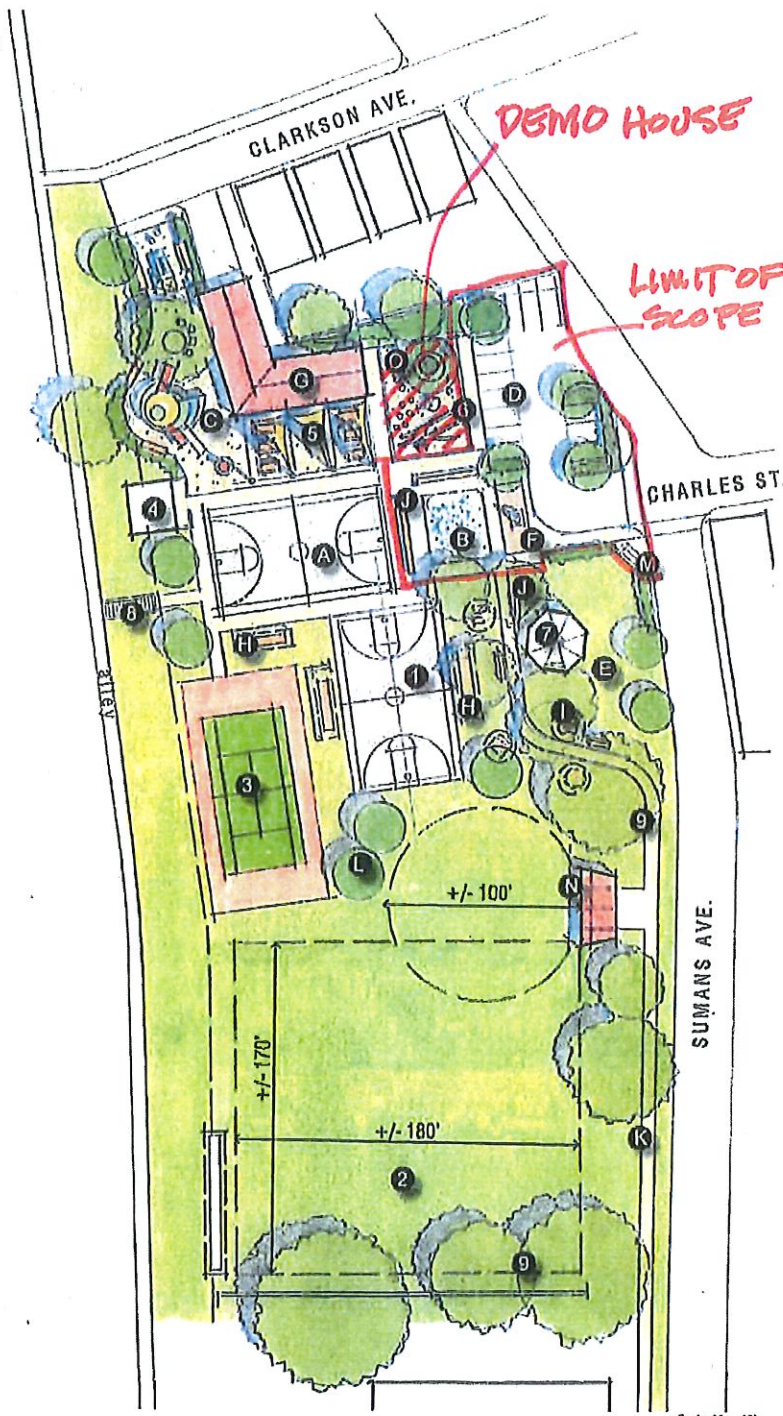
Signature / Date

(4) City Administrator's Recommendation:

Recommend approval and excited to see this project take the shape the community is desiring.

Chad M... 12/9/21

Signature / Date



Overview

- Remove/Reconfigure Existing Picnic Pavilion & Storage Building to Create Space for a New Full Size Basketball Court
- Realign Sidewalk Along East Park Edge - Create a Gathering Lawn/Green Space with New Stage
- Focal Plaza with Mixing Pad
- Field & Bleacher Improvements
- Off Street Parking Improvements Off Of Alley & Charles Street
- Playground Upgrades
- New Additional Bandstand/Stage Area
- Provide Seating/Shade & Comfort Areas
- Create Smaller Outdoor Game Pad Areas or Rooms
- Remove House - Add Natural Play Area

Existing

- 1 Basketball Court
Maintenance As Needed
- 2 Multipurpose Field
Seeding/Maintenance As Needed. Replace/Maintain Existing Bleachers
Possible Turf Surface
- 3 Tennis Court
Repair/Restore - New Painting (As Needed) Consider Adding Pickle Ball Court Layout
- 4 Restrooms
Maintenance (As Needed)
- 5 Picnic Pavilion
Remove Existing Structure, New Picnic Pavilion.
- 6 House
To be Removed
- 7 Bandshell
Keep In Existing Location, Restoration Underway.
- 8 Stairs
Restore/Repair (As Needed)
- 9 Trees (Typical)
Prune/Maintain (As Needed)

Proposed

- A Basketball Court
New Full Sized Regulation Court Space
- B Mixing Pad
Flexible Use Plaza Space with Mixing Feature, Space
Designed to Accommodate Events/Gathering Area when Mix
Is Turned Off
- C Playground/Play Feature
New ADA Accessible Equipment for Children of All Ages
- D Parking
New Off Street Surface Parking, +/- 11 Spaces Total
- E Park Green Space
Gathering Lawn Area Adjacent & Under Existing Shaded Tree
Area for Music, Bands, and Other Events, New Stage & Pavilion
- F Plaza Space with Art/Sculpture Opportunities
Opportunity Areas for Seating/Gathering & Art/Sculpture
Display
- G Picnic Pavilion Area
Picnic Tables, Shade Features, Lighting & New Storage Area
- H Bleachers
Consider Shade Structure Over Bleacher Areas
- I Outdoor Game Pads or Rooms
Gaga Ball, Corn Hole, Informal Table Games Etc.
- J Seating
Benches or Seating Features
- K Sidewalk Realignment
Realign Sidewalk Slightly to Create Room for New Lawn/Green
Event Space Area
- L Tree Planting
Plant Additional Large Upright Deciduous Trees for Shade &
Comfort
- M Stairs
Create Corner Entry into the Green Area
- N New Stage/Bandshell Area
Additional Lawn Gathering Space for Events
- O Natural Play Area
New Play Improvements with Nature Elements

Scale: 1" = 40'

WHEATON
PARK

Hagerstown, Maryland

IMPROVEMENTS MASTER PLAN

PARK IMPROVEMENT OPPORTUNITIES | MAHAN RYKIEL

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

Topic:

Restoration of Fairgrounds Entrance Building and Gatekeepers House and Contingency for Change Orders
- Popowski Brothers, Inc. (Hunt Valley, MD) \$160,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Consent_Engineering_Restoration_of_Fairgrounds_Entrance_Building_and_Gatekeepers.pdf	Restoration of Fairgrounds Entrance Building and Gatekeepers House and Contingency for Change Orders

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 12/21/21**

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

Originating Department: Engineering By: Rodney Tissue
Account Number: 4545000 5594 Account / Project Name: Fairgrounds Entrance Building Stabilization
Budget Amount: \$135,000 Account Balance: \$135,000 Year: FY22 CIP Control No. C0626
Unbudgeted: \$25,000 Source of Funds: \$60,000 MHT Grant, \$75,000 GF Reserves, and \$25,000 GF Budget Contingency

Quantity	Description	Value
1	Restoration of Entrance Building and Gatekeepers House	\$145,423.75
1	Contingency for Change Orders	\$14,576.25

TOTAL VALUE OF PROJECT: \$160,000.00

ABOVE TO BE USED FOR:

As required by the Maryland Historic Trust (And their easement we granted to them in 2002), repair damaged structural components, repair all exterior windows and doors, roof patching and paint the entire structure.

Recommended Vendor:

Business Name: Popowski Brothers, Inc. T/A -PBI Commercial
Address: 16 Stenersen Lane
City, State: Hunt Valley, MD 21030
Bid/Proposal/Quote No.: Contract 21-FEB-02 (bid was \$145,423.75)

OTHER VENDORS:

Firm	City/State	Total Amount
Building Concepts	Finksburg, MD	\$195,700

(1) Department Manager

Recommend approval of contract to *Popowski Brothers, Inc.- T/A PBI Commercial* of Hunt Valley, MD in the amount not-to-exceed \$145,423.75, with additional funds after change orders as project is rife for unforeseen conditions that need addressed.

RTT 12/6/21

Signature / Date

(2) Purchasing Agent:

Recommend approval

Jason Miller
12/9/2021

Signature / Date

(3) Finance Manager:

Recommend approval - while all the funding was not originally budgeted in this specific project, there is alternate funding source to cover the difference of \$25 K in GF contingency like item.

Michelle Hylleberg
12/9/21

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

Scott McInnis 12/9/21

Signature / Date

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

Topic:

2022 F-150 4x4 SuperCab Pickup 6 Foot Box – Keystone Ford (Chambersburg, PA)
\$33,457.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Consent_Public_Works_F150_Pickup_6_foot_box.pdf

Description

F150 Supercab Pickup 6
Foot Box

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

②

[illegible]

Department Manager: Replacement pickup for unit #34 which is a 2004 truck. Truck is used for multiple field operations.

ERH 12/3/2021

Signature / Date

(2) Purchasing Agent:

Recommend approval.

Jason T. Miller 12/06/2021

Signature / Date

(3) Finance Manager:

Approve - this vehicle replacement cost was included in the FY22 approved budget.

Michelle Hefner 12/6/21

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

Scott Thewissen 12/7/21

Signature / Date

Prepared for: , City Of Hagerstown

1 East Franklin St, 2nd Floor

Hagerstown, MD 21740

Office: 301-739-8577

2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 215



Client Proposal

Prepared by:

Chad M Sites

Office: 717-709-6263

Email: csites@keystoneford.com

Quote ID: CtyofHag11

Date: 11/15/2021

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507



2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 215 | Quote ID: CtyofHag11

Selected Equip & Specs

Dimensions

- Exterior length: 231.7"
- Exterior height: 77.2"
- Turning radius: 23.9'
- Front legroom: 43.9"
- Front headroom: 40.8"
- Front hiproom: 62.5"
- Front shoulder room: 66.7"
- Passenger volume: 116.3cu.ft.
- Departure angle: 26.1 deg
- Box length: 78.0"
- Exterior width: 79.9"
- Wheelbase: 145.0"
- Min ground clearance: 9.4"
- Rear legroom: 33.5"
- Rear headroom: 40.3"
- Rear hiproom: 62.6"
- Rear shoulder room: 66.1"
- Approach angle: 25.8 deg
- Maximum cargo volume: 30.6cu.ft.

Powertrain

- * **400hp 5.0L DOHC 32 valve V-8 engine with variable valve control, variable intake length, port/direct injection**
- Driver selectable mode
- * **LEV3-ULEV125**
- Part-time
- Fuel Economy Highway: 22 mpg
- Auto stop-start feature
- Recommended fuel : regular unleaded
- 10 speed automatic transmission with overdrive
- * **Fuel Economy City: 16 mpg**
- Capless fuel filler

Suspension/Handling

- Front independent double wishbone suspension with anti-roll bar, gas-pressurized shocks
- Electric power-assist rack-pinion Steering
- P265/70SR17 BSW AT front and rear tires
- Rear rigid axle leaf spring suspension with gas-pressurized shocks
- Front and rear 17 x 7.5 silver steel wheels

Body Exterior

- 4 doors
- Reverse opening right rear passenger
- Black door mirrors
- * **Class IV trailer hitch with trailer sway control**
- Easy lift tailgate
- Box style: regular
- Front and rear 17 x 7.5 wheels
- Reverse opening left rear passenger
- * **Driver and passenger power remote heated, manual folding door mirrors**
- Black bumpers
- Bed-rail protectors
- Trailer harness
- Clearcoat paint
- 2 front tow hook(s)

Convenience

- Manual air conditioning
- * **Power windows**
- * **Cruise control with steering wheel controls**
- * **Driver and passenger 1-touch up**

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507



2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)

Price Level: 215 | Quote ID: CtyofHag11

Selected Equip & Specs (cont'd)

* Driver and passenger 1-touch down

- Manual tilt steering wheel
- Day-night rearview mirror
- SYNC 4 911 Assist emergency SOS
- 2 1st row LCD monitors
- Passenger visor mirror
- Driver and passenger door bins

* Remote power door locks with 2 stage unlock and illuminated entry

- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- Front and rear cupholders
- Full overhead console
- Rear door bins

Seats and Trim

- Seating capacity of 6
- 4-way driver seat adjustment
- Centre front armrest
- Cloth seat upholstery
- Front 40-20-40 split-bench seat
- 4-way passenger seat adjustment
- 60-40 folding rear split-bench seat

Entertainment Features

- AM/FM stereo radio with radio data system
- SYNC 4 external memory control
- 6 speakers
- Fixed antenna
- Auxiliary audio input
- Steering wheel mounted radio controls
- Streaming audio

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Auto on/off headlights
- * **Rear window defroster**
- Front reading lights
- Voltmeter
- Compass
- Camera(s) - rear
- * **Reverse Sensing System parking sensors**
- Lane departure
- Delay-off headlights
- Variable intermittent front windshield wipers
- * **Deep tinted windows**
- Tachometer
- Oil pressure gauge
- Outside temperature display
- Low tire pressure warning
- Trip odometer

Safety and Security

- 4-wheel ABS brakes
- Electric parking brake
- AdvanceTrac with Curve Control Electronic stability control
- Dual front impact airbag supplemental restraint system
- Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- Brake assist with hill hold control
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag11

Selected Equip & Specs (cont'd)

- * Remote activated perimeter/approach lighting
- * Security system with SecuriLock immobilizer
- Manually adjustable front head restraints
- Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature
- * Power remote door locks with 2 stage unlock and panic alarm
- * MyKey restricted driving mode
- 3 manually adjustable rear head restraints

Dimensions*General Weights*

- | | | | |
|-----------|------------|--------|------------|
| * Curb | 4,818 lbs. | * GVWR | 7,050 lbs. |
| * Payload | 2,240 lbs. | | |

Front Weights

- | | | | |
|---------------------------|------------|-----------------------|------------|
| * Front GAWR | 3,600 lbs. | * Front curb weight | 2,933 lbs. |
| Front axle capacity | 4,800 lbs. | * Front spring rating | 3,600 lbs. |
| Front tire/wheel capacity | 4,050 lbs. | | |

Rear Weights

- | | | | |
|--------------------------|------------|----------------------|------------|
| * Rear GAWR | 3,800 lbs. | * Rear curb weight | 1,885 lbs. |
| Rear axle capacity | 4,800 lbs. | * Rear spring rating | 3,800 lbs. |
| Rear tire/wheel capacity | 4,498 lbs. | | |

Trailer Type

- | | | | |
|----------------------|---------|---------|-----|
| * Type | Regular | Harness | Yes |
| * Class | IV | * Hitch | Yes |
| Trailer sway control | Yes | | |

General Trailering

- | | | | |
|-----------------------------|-----------|-----------------------------|------------|
| * 5th-wheel towing capacity | 9500 lbs. | * Gooseneck towing capacity | 9500 lbs. |
| * Towing capacity | 9500 lbs. | * GCWR | 14800 lbs. |

Fuel Tank type

- | | | | |
|----------|------------|---------------------|-----|
| Capacity | 23.01 gal. | Capless fuel filler | Yes |
|----------|------------|---------------------|-----|

Off Road

- | | | | |
|----------------------|--------|----------------------|--------|
| Approach angle | 26 deg | Departure angle | 26 deg |
| Ramp breakover angle | 20 deg | Min ground clearance | 9 " |
| Load floor height | 35 " | | |

Exterior cargo

- | | | | |
|--------|-------------|------------------|--------|
| Length | 78.0 " | Minimum width | 51.1 " |
| Volume | 62.3 cu.ft. | Pickup box depth | 21.4 " |

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag11

Selected Equip & Specs (cont'd)

Maximum width 65.2 "

Tailgate width 60.3 "

Interior cargo

Maximum cargo volume 30.6 cu.ft.

Powertrain**Engine Type**

Block material Aluminum

Head material Aluminum

Injection Port/direct injection

Orientation Longitudinal

Valves per cylinder 4

* Variable valve control Yes

* Cylinders V-8

Ignition Spark

* Liters 5.0L

Recommended fuel Regular unleaded

Valvetrain DOHC

Engine Spec

* Bore 3.63"

Compression ratio 12.0:1

* Displacement 302 cu.in.

* Stroke 3.65"

Engine Power

* SAEJ1349 AUG2004 compliant Yes

* Output 400 HP @ 6,000 RPM

* Torque 410 ft.-lb @ 4,250 RPM

Alternator

Amps 200

Battery

Amp hours 70

Run down protection Yes

Cold cranking amps 610

Engine Extras

Auto stop-start feature Yes

Driver selectable mode Yes

Transmission

Electronic control Yes

Overdrive Yes

Type Automatic

Lock-up Yes

Speed 10

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 0.636

Reverse Gear ratios 4.866

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag11

Selected Equip & Specs (cont'd)*Transmission Extras*

Driver selectable mode Yes

*** Sequential shift control** Yes*Drive Type*

4wd type Part-time

Type Four-wheel

Drive Feature

Traction control ABS and driveline

Locking hub control Auto

Transfer case shift Electronic

*Drive Axle**** Ratio** 3.31*Exhaust*

Material Stainless steel

System type Single

*Emissions**** CARB** LEV3-ULEV125*** EPA** Tier 3 Bin 125*Fuel Economy**** City** 16 mpg

Highway 22 mpg

Fuel type Gasoline

*** Combined** 18 mpg*Fuel Economy (Alternate 1)**** City** 12 mpg*** Highway** 17 mpg

Fuel type E85

*** Combined** 14 mpg*Green Values**** Energy Impact Score (Barrels per year)** 18.3*** Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year)** 9.8*** Energy Impact Score (Barrels per year)** 5.4**Driveability***Brakes*

ABS 4-wheel

ABS channels 4

Type 4-wheel disc

Vented discs Front and rear

Electric parking brake Yes

Brake Assistance

Brake assist Yes

Hill hold control Yes

Suspension Control

Ride Regular

Electronic stability control Stability control with anti-roll

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag11

Selected Equip & Specs (cont'd)**Front Suspension**Independence Independent
Anti-roll bar Regular

Type Double wishbone

Front Spring

Type Coil

Grade Regular

Front Shocks

Type Gas-pressurized

Rear Suspension

Independence Rigid axle

Type Leaf

Rear Spring

Type Leaf

Grade Regular

Rear Shocks

Type Gas-pressurized

Steering

Activation Electric power-assist

Type Rack-pinion

Steering Specs

of wheels 2

Exterior**Front Wheels**

Diameter 17"

Width 7.50"

Rear Wheels

Diameter 17"

Width 7.50"

Spare Wheels

Wheel material Steel

Front and Rear WheelsAppearance Silver
Covers Hub

Material Steel

Front TiresAspect 70
Sidewalls BSW
Tread AT
Width 265mmDiameter 17"
Speed S
Type P**Rear Tires**

Aspect 70

Diameter 17"

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag11

Selected Equip & Specs (cont'd)

Sidewalls BSW
Tread AT
Width 265mm

Speed S
Type P

Spare Tire

Mount Underbody w/crankdown

Type Full-size

Wheels

Turning radius 23.9'

Wheelbase 145.0"

Body Features

* Front license plate bracket Yes
Side impact beams Yes
Front tow hook(s) 2

Body material Aluminum
Active grille shutters Yes

Body Doors

Door count 4
Right rear passenger Reverse opening

Left rear passenger Reverse opening
Cargo Tailgate

Pickup

Box style Regular
Easy lift tailgate Yes

Bed-rail protectors Yes

Exterior Dimensions

Length 231.7"
Body height 77.2"
Frame yield strength (psi) 49300.0

Body width 79.9"
Frame section modulus 5.1cu.in.
Front bumper to Front axle 37.8"

Safety**Airbags**

Driver front-impact Yes
Occupancy sensor Yes
Passenger front-impact Yes

Driver side-impact Seat mounted
Overhead Safety Canopy System curtain 1st and 2nd row
Passenger side-impact Seat mounted

Seatbelt

Rear centre 3 point Yes
Pre-tensioners Front

Height adjustable Front
Pre-tensioners (#) 2

Security

Immobilizer SecuriLock
* Restricted driving mode MyKey

* Panic alarm Yes

Seating**Passenger Capacity**

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag11

Selected Equip & Specs (cont'd)

Capacity	6		
Front Seats			
Split	40-20-40	Type	Split-bench
Driver Seat			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
Passenger seat			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
Front Head Restraint			
Control	Manual	Type	Adjustable
Front Armrest			
Centre	Yes		
Rear Seats			
Descriptor	Split-bench	Facing	Front
Folding	60-40	Folding position	Fold-up cushion
Type	Fixed		
Rear Head Restraints			
Control	Manual	Type	Adjustable
Number	3		
Front Seat Trim			
Material	Cloth	Back material	Cloth
Rear Seat Trim Group			
Material	Cloth	Back material	Carpet

Convenience**AC And Heat Type**

Air conditioning	Manual	Underseat ducts	Yes
------------------	--------	-----------------	-----

Audio System

Auxiliary audio input	Yes	Radio	AM/FM stereo
Radio data system	Yes	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC 4

Audio Speakers

Speaker type	Regular	Speakers	6
--------------	---------	----------	---

Audio Controls

Speed sensitive volume	Yes	Steering wheel controls	Yes
------------------------	-----	-------------------------	-----

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag11

Selected Equip & Specs (cont'd)Voice activation **Yes**Streaming audio **Bluetooth yes****Audio Antenna**Type **Fixed****LCD Monitors**1st row **2**Primary monitor size (inches) **8****Cruise Control***** Cruise control With steering wheel controls****Convenience Features***** Retained accessory power Yes**Emergency SOS **SYNC 4 911 Assist**Wireless phone connectivity **SYNC 4**Smart device integration **Mirroring****Door Lock Activation***** Type Power with 2 stage unlock***** Remote Keyfob (front doors)***** Integrated key/remote Yes***** Auto locking Yes****Door Lock Type***** Tailgate/rear door lock Included with power door locks****Door Locks Extra FOB Controls**Remote engine start **Smart device only****Instrumentation Type**Appearance **Analog****Instrumentation Gauges**Tachometer **Yes**Oil pressure **Yes**Engine temperature **Yes**Voltmeter **Yes**Transmission fluid temp **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**Low tire pressure **Tire specific****Instrumentation Displays**Clock **In-radio display**Compass **Yes**Exterior temp. **Yes**Camera(s) - rear **Yes****Instrumentation Feature**Trip odometer **Yes***** Parking sensors Rear**

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag11

Selected Equip & Specs (cont'd)

Lane departure Active
Pedestrian detection Prevention

Forward collision..... Mitigation

Steering Wheel Type

Material Urethane
Telescoping Manual

Tilting Manual

Front Side Windows

*Window 1st row activation Power

Windows Rear Side

*2nd row activation Power

Window Features

*1-touch down Driver and passenger

*1-touch up Driver and passenger

*Tinted Deep

Front Windshield

Wiper Variable intermittent

Rear Windshield

*Defroster Yes

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 Metal-look

Cabback insulator Yes

Lighting

Dome light type Fade

*Illuminated entry Yes

Front reading Yes

Variable IP lighting Yes

Overhead Console Storage

Storage Yes

Type Full

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag11

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

Driver door bin Yes
Glove box Locking
Rear yes Yes
Dashboard Yes

Front Beverage holder(s) Yes
Passenger door bin Yes
Instrument panel Bin
Rear door bins Yes

Legroom

Front 43.9"

Rear 33.5"

Headroom

Front 40.8"

Rear 40.3"

Hip Room

Front 62.5"

Rear 62.6"

Shoulder Room

Front 66.7"

Rear 66.1"

Interior Volume

Passenger volume 116.3 cu.ft.

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag11

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

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag11

As Configured Vehicle

Code	Description	MSRP
X1E	Base Vehicle Price (X1E)	\$37,155.00
101A	Equipment Group 101A High	\$2,280.00
	- Option Discount	-\$750.00
	<i>Includes:</i> - Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i> - Tires: 265/70R17 BSW A/T - Wheels: 17" Silver Steel - Cloth 40/20/40 Front Seat <i>Includes 2-way manual driver/passenger adjustment and armrest.</i> - Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i> - XL Power Equipment Group - Power Glass Sideview Mirrors w/Black Skull Caps <i>Includes heat and manual-folding.</i> - Illuminated Entry - MyKey - Perimeter Alarm - Power Door Locks <i>Includes flip key and integrated key transmitter keyless-entry (includes Autolock).</i> - Power Tailgate Lock - Power Front & Rear Windows - Cruise Control - Reverse Sensing System	
995	Engine: 5.0L V8	\$1,995.00
	<i>Includes auto start-stop technology and flex-fuel capability.</i> <i>Includes:</i> - 3.31 Axle Ratio - GVWR: 7,050 lbs Payload Package	
44G	Transmission: Electronic 10-Speed Automatic	Included
	<i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	
X27	3.31 Axle Ratio	Included
NONGV2	GVWR: 7,050 lbs Payload Package	Included
STDTR	Tires: 265/70R17 BSW A/T	Included
64C	Wheels: 17" Silver Steel	Included
C	Cloth 40/20/40 Front Seat	Included
	<i>Includes 2-way manual driver/passenger adjustment and armrest.</i>	
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag11

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Includes auxiliary audio input jack. Includes: - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.	
85A	XL Power Equipment Group	Included
	Includes: - Power Glass Sideview Mirrors w/Black Skull Caps Includes heat and manual-folding. - Illuminated Entry - MyKey - Perimeter Alarm - Power Door Locks Includes flip key and integrated key transmitter keyless-entry (includes Autolock). - Power Tailgate Lock - Power Front & Rear Windows	
53B	Class IV Trailer Hitch Receiver	\$205.00
	Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately. Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).	
PAINT	Monotone Paint Application	STD
924	Rear Window Fixed Privacy Glass	\$100.00
57Q	Rear Window Defroster	\$220.00
76R	Reverse Sensing System	Included
68P	Snow Plow Prep Package	\$50.00
	"SnowPlow" mode button will disable (load shed) the following features to maintain required electrical charge margins during plow operation/use: onboard 400W outlet, fog lamps and heated/ventilated front-seats. SnowPlow button also activates relay to snowplow controls. Note: The F-150 snowplow installation is intended for residential/personal use only.	
153	Front License Plate Bracket	N/C
	Standard in states requiring 2 license plates, optional to all others.	
942	Daytime Running Lamps	\$45.00
	Requires valid FIN code. Non-controllable.	
50S	Cruise Control	Included
FLADCR	Fleet Advertising Credit	\$0.00
CS_01	Black	N/C
YZ_01	Oxford White	N/C

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)Price Level: 215 | Quote ID: CtyofHag11

As Configured Vehicle (cont'd)

Code	Description	MSRP
SUBTOTAL		\$41,300.00
Destination Charge		\$1,695.00
TOTAL		\$42,995.00

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag11

Pricing Summary - Single Vehicle**MSRP***Vehicle Pricing*

Base Vehicle Price	\$37,155.00
Options	\$4,145.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Destination Charge	\$1,695.00
Subtotal	\$42,995.00

Pre-Tax Adjustments

Code	Description	MSRP
1	CoStars Allowance 025-155	-\$9,538.00
Total		\$33,457.00

Customer Signature

Acceptance Date



Reason(s) for Replacement:

Is Purchase an Addition to Fleet? No Reason:

Disposition:

Notes:

Date: 12/1/2021 **Report Prepared By:** Scott Kiser CMG Supervisor

*Costs since 2000. Includes routine maintenance and major repairs.

Search and Select:

Units	Unit - Unit Number	034 (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

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034 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
30788		8/27/2021		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Accident Damage	002-000-000	\$24.02	\$22.82	\$46.84
Install left mirror assembly.							
Totals For 30788					\$24.02	\$22.82	\$46.84
30787		8/27/2021	85,729 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$14.24	\$68.45	\$82.69
PERFORM B-PM. REPLACE DRIVER SIDE MIRROR.							
Totals For 30787					\$14.24	\$68.45	\$82.69
30243		2/3/2021		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$119.13	\$157.84	\$276.97
REPLACED WATER PUMP AND BELTS.							
Totals For 30243					\$119.13	\$157.84	\$276.97
29904		10/8/2020		Elmer Poffenberger			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	92H-000-000	\$0.00	\$194.06	\$194.06
SETTING OF PLOW AND SPREADER. NEEDED ADJUSTMENTS.							
Totals For 29904					\$0.00	\$194.06	\$194.06
29851		10/1/2020		Michael Cline			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	80H-000-000	\$499.68	\$0.00	\$499.68
SET PLOW AND SPREADER.							
Totals For 29851					\$499.68	\$0.00	\$499.68
28376		10/4/2019	82,287 Miles	Paul Yeager			

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034 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount
			Routine Work	PMS-000-000	\$22.55	\$77.62
		PERFORM B-PM. REMOVE STEP BARS. LOWER BODY MOUNTS BAD. TRY TO FIND AT NAPA.				
Totals For 28376					\$22.55	\$77.62
						\$100.17

26704		10/25/2018	79,569 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount
			Routine Work	PMS-000-000	\$13.12	\$38.43
		PERFORM B-PM.				
Totals For 26704					\$13.12	\$38.43
						\$51.55

26600		10/2/2018		Michael Cline		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount
			Routine Work	92H-000-000	\$0.00	\$425.87
		INSTALL PLOW AND SPREADER INSTALL AIR BAG SUSPENSION				
Totals For 26600					\$0.00	\$425.87
						\$425.87

26474		9/12/2018		Michael Cline		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount
			Routine Work	92H-000-000	\$110.99	\$288.54
		REMOVE PLOW PARTS				
Totals For 26474					\$110.99	\$288.54
						\$399.53

24936		11/14/2017	77,026 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount
			Routine Work	PMS-000-000	\$257.21	\$171.53
		PERFORM B-PM. REPLACE L/F WHEEL HUB.				
Totals For 24936					\$257.21	\$171.53
						\$428.74

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034 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
23768		4/11/2017		Elmer Poffenberger			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$8.23	\$33.88	\$42.11
R & R TAILGATE LATCH ASSY							
Totals For 23768					\$8.23	\$33.88	\$42.11

23726		3/29/2017		HAGERSTOWN AUTO			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$29.10	\$0.00	\$29.10
Totals For 23726					\$29.10	\$0.00	\$29.10

22899		11/4/2016	74,820 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$14.74	\$69.29	\$84.03
PERFORM B-PM.							
Totals For 22899					\$14.74	\$69.29	\$84.03

22619		9/8/2016		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	001-000-000	\$0.00	\$69.29	\$69.29
REPLACD A/C CONTROL HEAD							
Totals For 22619					\$0.00	\$69.29	\$69.29

22516		8/18/2016		HAGERSTOWN AUTO			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	001-000-000	\$241.30	\$0.00	\$241.30
Totals For 22516					\$241.30	\$0.00	\$241.30

21015		11/23/2015	72,207 Miles	Paul Yeager			
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034 (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	\$14.74	\$68.61	\$83.35
PERFORM B-PM.							
Totals For 21015					\$14.74	\$68.61	\$83.35

20917		11/3/2015		T&R Tire			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$357.82	\$0.00	\$357.82
Totals For 20917					\$357.82	\$0.00	\$357.82

20779		10/9/2015		Stanley Gunter			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	92H-000-000	\$0.00	\$47.61	\$47.61
INSTALL PLOW							
Totals For 20779					\$0.00	\$47.61	\$47.61

20655		9/21/2015		Stanley Gunter			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	032-000-000	\$77.28	\$95.22	\$172.50
ROAD CALL REPLACED BATTERY							
Totals For 20655					\$77.28	\$95.22	\$172.50

20419		8/14/2015		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$13.04	\$34.31	\$47.35
NO HEADLAMPS. CHECK FUSES, OK. REPLACE BULBS.							
Totals For 20419					\$13.04	\$34.31	\$47.35

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034 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
20356		7/31/2015		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	001-000-000	\$117.07	\$130.56	\$247.63
REPLACED BLOWER RESISTOR AND FIXED WIRING							
Totals For 20356					\$117.07	\$130.56	\$247.63

20201		7/10/2015		Mitch Leizear			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$23.34	\$23.34
INSTALLED RUNNING LIGHT BULB							
Totals For 20201					\$0.00	\$23.34	\$23.34

19981		6/16/2015		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	032-000-000	\$0.00	\$29.90	\$29.90
ROAD CALL, JUMP START. LEFT BEACON ON.							
Totals For 19981					\$0.00	\$29.90	\$29.90

19928		6/9/2015	68,967 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$24.17	\$59.80	\$83.97
PERFORM B-PM.							
Totals For 19928					\$24.17	\$59.80	\$83.97

19833		5/21/2015		Fisher Auto Parts			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$26.98	\$0.00	\$26.98
Totals For 19833					\$26.98	\$0.00	\$26.98

18901		12/23/2014		Fisher Auto Parts			
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034 (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	\$8.56	\$0.00	\$8.56
Totals For 18901					\$8.56	\$0.00	\$8.56

18872		12/19/2014	65,556 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$17.37	\$89.70	\$107.07
PERFORM B-PM.							
Totals For 18872					\$17.37	\$89.70	\$107.07

18218		8/29/2014	62,676 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	\$59.80	\$72.92
PERFORM B-PM.							
Totals For 18218					\$13.12	\$59.80	\$72.92

17949		7/8/2014		T&R Tire			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$285.36	\$0.00	\$285.36
Totals For 17949					\$285.36	\$0.00	\$285.36

17500		4/17/2014		T&R Tire			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$143.64	\$0.00	\$143.64
Totals For 17500					\$143.64	\$0.00	\$143.64

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034 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
17493		4/8/2014		PERFECT STITCH			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$750.00	\$750.00
REPLACE HEAD LINING ON CEILING							
Totals For 17493					\$0.00	\$750.00	\$750.00

17281		3/25/2014		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	003-000-000	\$0.00	\$89.70	\$89.70
DIAGNOIS AND REPAIR INOP W/WASHER. MOTOR INOP. REPLACE MOTOR AND GROUND.							
Totals For 17281					\$0.00	\$89.70	\$89.70

17259		3/21/2014	59,600 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$30.93	\$149.50	\$180.43
PERFORM B-PM. CHECK FOR INOP W/WASHER. REPLACE BAD PUMP.							
Totals For 17259					\$30.93	\$149.50	\$180.43

16969		1/29/2014		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	042-000-000	\$12.46	\$507.79	\$520.25
Took to gm for gauge cluster. TEMP GAUGE FLUXUATES OR PEGGED REPLACED CLUSTER FOR INTERNAL FAILURE							
Totals For 16969					\$12.46	\$507.79	\$520.25

16751		12/19/2013		FITZGERALD CHRY. (CHEVY)			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$140.56	\$0.00	\$140.56
Totals For 16751					\$140.56	\$0.00	\$140.56

16536		11/15/2013		Allen Taylor			
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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	042-000-000	\$195.80	\$328.35	\$524.15
Coolant leak at front of engine under Truck . Water pump bad . Start pulling water pump. 11-18 Finish up water pump and fill with new coolant.							
Totals For 16536					\$195.80	\$328.35	\$524.15

16330		10/11/2013	56,646 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	\$59.80	\$72.92
PERFORM B-PM.							
Totals For 16330					\$13.12	\$59.80	\$72.92

15290		4/16/2013		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$36.93	\$59.80	\$96.73
REPLACE R/S TAILLAMP WIRING HARNESS.							
Totals For 15290					\$36.93	\$59.80	\$96.73

15263		4/12/2013	53,540 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$13.09	\$89.70	\$102.79
PERFORM B-PM. REPLACE BLOWN DRL BULB, TAILLAMP SOCKET, AND MARKER LIGHT BULB.							
Totals For 15263					\$13.09	\$89.70	\$102.79

13912		8/24/2012	50,032 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$13.27	\$59.80	\$73.07
PERFORM B-PM.							
Totals For 13912					\$13.27	\$59.80	\$73.07

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034 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
12718		1/24/2012	46,625 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$13.09	\$59.80	\$72.89
PERFORM B-PM.							
Totals For 12718					\$13.09	\$59.80	\$72.89
12209		10/11/2011		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	\$18.00	\$18.00
FLAT REPAIR							
Totals For 12209					\$0.00	\$18.00	\$18.00
11648		7/15/2011	43,350 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$34.90	\$89.70	\$124.60
PERFORM B-PM. REPAIR TRAILER LIGHT PLUG AND TAG LIGHTS.							
Totals For 11648					\$34.90	\$89.70	\$124.60
09961		9/27/2010	40,087 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$282.97	\$89.70	\$372.67
PERFORM B-PM. SEND TIRES OUT FOR REPLACEMENT. ROTATE FRONT TO REAR, BRAKES OK.							
Totals For 09961					\$282.97	\$89.70	\$372.67
08771		3/16/2010		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$392.95	\$656.71	\$1,049.66
Remove damaged step from truck and repair boody damage at door sill. Pull drivers seat and pull up floormat and clean up floor.Cut out bad insulation and prime and paint floor.Pull up mat on pass. side and clean up floor. 3-17 Put floormat down on both sides and put seat back and wipe out floormat.							
Totals For 08771					\$392.95	\$656.71	\$1,049.66
08332		1/5/2010	36,637 Miles	Paul Yeager			

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034 (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	\$12.21	\$83.15	\$95.36
PERFORM B-PM. BRAKES OK.							
Totals For 08332					\$12.21	\$83.15	\$95.36

07685		8/3/2009				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	\$15.00	\$15.00
FLAT REPAIR							
Totals For 07685					\$0.00	\$15.00	\$15.00

07193		6/19/2009	32,963 Miles			Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$13.39	\$55.43	\$68.82
PERFORM B-PM.							
Totals For 07193					\$13.39	\$55.43	\$68.82

07076		6/4/2009	32,547 Miles			Allen Taylor	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$60.35	\$60.35
Tailgate protector falling off. Remove and clean up and install new double side tape and reinstall.							
Totals For 07076					\$0.00	\$60.35	\$60.35

06205		1/16/2009				Daniel Craigie	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$64.40	\$45.83	\$110.23
Replaced tailgate handle and bezzel							
Totals For 06205					\$64.40	\$45.83	\$110.23

City of Hagerstown
Repair Order History

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Eastern Standard Time

034 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
06094		1/5/2009	30,269 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$334.79	\$90.53	\$425.32
Replace batt. bolts and take out to S&S for tires. Go get truck.							
Totals For 06094					\$334.79	\$90.53	\$425.32

06079		1/2/2009	30,269 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$111.94	\$60.35	\$172.29
Batt. goes dead, Replace batt and try to find longer batt. bolts							
Totals For 06079					\$111.94	\$60.35	\$172.29

06062		12/29/2008		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$27.72	\$27.72
ROAD CALL. JUMP START. BATTERY DEAD.							
Totals For 06062					\$0.00	\$27.72	\$27.72

05921		12/2/2008	29,817 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$14.47	\$83.15	\$97.62
PERFORM B-PM. REPLACE THREE MARKER LIGHT BULBS.							
Totals For 05921					\$14.47	\$83.15	\$97.62

04850		6/23/2008		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	\$15.00	\$15.00
Flat repair							
Totals For 04850					\$0.00	\$15.00	\$15.00

04779		6/10/2008	26,665 Miles	Paul Yeager			
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Repair Order History

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034 (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	\$12.93	\$55.43	\$68.36
PERFORM B-PM.							
Totals For 04779					\$12.93	\$55.43	\$68.36

04453		4/23/2008		HAGERSTOWN AUTO			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$7.29	\$0.00	\$7.29
Totals For 04453					\$7.29	\$0.00	\$7.29

04399		4/15/2008		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	030-000-000	\$0.00	\$24.93	\$24.93
Jump start at dumpster area							
Totals For 04399					\$0.00	\$24.93	\$24.93

04349		4/9/2008		HAGERSTOWN AUTO			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$7.29	\$0.00	\$7.29
Totals For 04349					\$7.29	\$0.00	\$7.29

04354		4/9/2008		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$0.00	\$24.93	\$24.93
Install tailgate trim							
Totals For 04354					\$0.00	\$24.93	\$24.93

City of Hagerstown

Repair Order History

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034 (Trucks) CMG

RO Number	RO Stage		Date	Meter Reading	Mechanic/Vendor		
03326			11/15/2007	22,243 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$11.87	\$45.83	\$57.70
		PERFORM B-PM.					
Totals For 03326					\$11.87	\$45.83	\$57.70

03023		10/9/2007			Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	030-000-000	\$0.00	\$24.93	\$24.93
		Jump start batteries at East Franklin St					
Totals For 03023					\$0.00	\$24.93	\$24.93

SYS02080			5/18/2007	18,781 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	\$75.96	\$75.96
		PERFORM B-PM.					
Totals For SYS02080					\$0.00	\$75.96	\$75.96

SYS01421			2/15/2007		Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$14.80	\$14.80
		Check headlight operation. Plow switch was on					
Totals For SYS01421					\$0.00	\$14.80	\$14.80

SYS00855				10/26/2006	15,573 Miles			
Vendor (Invoice)		Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
				Routine Work	PMS-000-000	\$0.00	\$15.62	\$15.62
		PERFORM B-PM.						
Totals For SYS00855						\$0.00	\$15.62	\$15.62

SYS00082		5/30/2006	11,953 Miles			
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Repair Order History

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034 (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	\$0.00	\$21.54	\$21.54
PERFORM B-PM. ROTATE TIRES AND BRAKES. BRAKES OK.								
Totals For SYS00082						\$0.00	\$21.54	\$21.54
Totals						\$4,224.11	\$6,105.30	\$10,329.41
Grand Totals						\$4,224.11	\$6,105.30	\$10,329.41

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

Topic:

2022 F-150 4x4 SuperCab Pickup 8 Foot Box – Keystone Ford (Chambersburg, PA)
\$33,958.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Consent_Public_Works_F150_Pickup_8_foot_box.pdf

Description

F150 Supercab Pickup 8
Foot Box

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Quantity	Description	Value
1	2022 F-150 4x4 SuperCab Pickup 8 Foot Box	\$33,958.00

ABOVE TO BE USED FOR:

Field operations

[illegible]

Department Manager: Replacement pickup for unit #46 which is a 2004 truck. Truck is used for multiple field operations.

EB Dh 12/3/2021

Signature / Date

(2) Purchasing Agent:

Recommend
approval

Jason T. Miller 12/06/2021

Signature / Date

(3) Finance Manager:

Approve - this ~~item~~ ^{vehicle} replacement cost was included in the FY22 approved budget.

Michelle H. 12/6/21

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

Scott Thumwarter 12/7/21

Signature / Date

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

2022 F-150 4x4 SuperCab 8' box 163" WB XL (X1E)

Price Level: 215



Client Proposal

Prepared by:
Chad M Sites
Office: 717-709-6263
Email: csites@keystoneford.com
Quote ID: CtyofHag12
Date: 11/15/2021

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507



2022 F-150 4x4 SuperCab 8' box 163" WB XL (X1E)

Price Level: 215 | Quote ID: CtyofHag12

Selected Equip & Specs

Dimensions

- Exterior length: 250.3"
- Exterior height: 77.1"
- Turning radius: 26.2'
- Front legroom: 43.9"
- Front headroom: 40.8"
- Front hiproom: 62.5"
- Front shoulder room: 66.7"
- Passenger volume: 116.3cu.ft.
- Departure angle: 26 deg
- Box length: 96.0"
- Exterior width: 79.9"
- Wheelbase: 163.0"
- Min ground clearance: 8.7"
- Rear legroom: 33.5"
- Rear headroom: 40.3"
- Rear hiproom: 62.6"
- Rear shoulder room: 66.1"
- Approach angle: 26.1 deg
- Maximum cargo volume: 30.6cu.ft.

Powertrain

- 400hp 5.0L DOHC 32 valve V-8 engine with variable valve control, variable intake length, port/direct injection
- Driver selectable mode
- LEV3-ULEV125
- Part-time
- Fuel Economy Highway: 22 mpg
- Auto stop-start feature
- Recommended fuel : regular unleaded
- 10 speed automatic transmission with overdrive
- Fuel Economy City: 16 mpg
- Capless fuel filler

Suspension/Handling

- Front independent double wishbone suspension with anti-roll bar, gas-pressurized shocks
- Electric power-assist rack-pinion Steering
- P265/70SR17 BSW AT front and rear tires
- Rear rigid axle leaf spring suspension with gas-pressurized shocks
- Front and rear 17 x 7.5 silver steel wheels

Body Exterior

- 4 doors
- Reverse opening right rear passenger
- Black door mirrors
- * **Class IV trailer hitch with trailer sway control**
- Easy lift tailgate
- Box style: regular
- Front and rear 17 x 7.5 wheels
- Reverse opening left rear passenger
- * **Driver and passenger power remote heated, manual folding door mirrors**
- Black bumpers
- Bed-rail protectors
- Trailer harness
- Clearcoat paint
- 2 front tow hook(s)

Convenience

- Manual air conditioning
- * **Power windows**
- * **Cruise control with steering wheel controls**
- * **Driver and passenger 1-touch up**

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2022 F-150 4x4 SuperCab 8' box 163" WB XL (X1E)

Price Level: 215 | Quote ID: CtyofHag12

Selected Equip & Specs (cont'd)

* Driver and passenger 1-touch down

- Manual tilt steering wheel
- Day-night rearview mirror
- SYNC 4 911 Assist emergency SOS
- 2 1st row LCD monitors
- Passenger visor mirror
- Driver and passenger door bins

* Remote power door locks with 2 stage unlock and illuminated entry

- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- Front and rear cupholders
- Full overhead console
- Rear door bins

Seats and Trim

- Seating capacity of 6
- 4-way driver seat adjustment
- Centre front armrest
- Cloth seat upholstery
- Front 40-20-40 split-bench seat
- 4-way passenger seat adjustment
- 60-40 folding rear split-bench seat

Entertainment Features

- AM/FM stereo radio with radio data system
- SYNC 4 external memory control
- 6 speakers
- Fixed antenna
- Auxiliary audio input
- Steering wheel mounted radio controls
- Streaming audio

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Auto on/off headlights
- * **Rear window defroster**
- Front reading lights
- Voltmeter
- Compass
- Camera(s) - rear
- * **Reverse Sensing System parking sensors**
- Lane departure
- Delay-off headlights
- Variable intermittent front windshield wipers
- * **Deep tinted windows**
- Tachometer
- Oil pressure gauge
- Outside temperature display
- Low tire pressure warning
- Trip odometer

Safety and Security

- 4-wheel ABS brakes
- Electric parking brake
- AdvanceTrac with Curve Control Electronic stability control
- Dual front impact airbag supplemental restraint system
- Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- Brake assist with hill hold control
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 8' box 163" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag12

Selected Equip & Specs (cont'd)

- * Remote activated perimeter/approach lighting
- * Security system with SecuriLock immobilizer
 - Manually adjustable front head restraints
 - Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature
- * Power remote door locks with 2 stage unlock and panic alarm
- * MyKey restricted driving mode
- 3 manually adjustable rear head restraints

Dimensions**General Weights**

* Curb	4,948 lbs.	GVWR	7,150 lbs.
Payload	2,205 lbs.		

Front Weights

Front GAWR	3,650 lbs.	* Front curb weight	2,933 lbs.
Front axle capacity	4,800 lbs.	Front spring rating	3,650 lbs.
Front tire/wheel capacity	4,050 lbs.		

Rear Weights

Rear GAWR	4,150 lbs.	* Rear curb weight	2,015 lbs.
Rear axle capacity	4,800 lbs.	Rear spring rating	4,150 lbs.
Rear tire/wheel capacity	4,498 lbs.		

Trailer Type

* Type	Regular	Harness	Yes
* Class	IV	* Hitch	Yes
Trailer sway control	Yes		

General Trailing

5th-wheel towing capacity	9400 lbs.	Gooseneck towing capacity	9400 lbs.
Towing capacity	9400 lbs.	GCWR	14800 lbs.

Fuel Tank type

Capacity	23.01 gal.	Capless fuel filler	Yes
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Off Road

Approach angle	26 deg	Departure angle	26 deg
Ramp breakover angle	19 deg	Min ground clearance	9 "
Load floor height	35 "		

Exterior cargo

Length	96.0 "	Minimum width	51.1 "
Volume	77.4 cu.ft.	Pickup box depth	21.4 "
Maximum width	65.2 "	Tailgate width	60.3 "

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 8' box 163" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag12

Selected Equip & Specs (cont'd)*Interior cargo*

Maximum cargo volume 30.6 cu.ft.

Powertrain*Engine Type*

Block material Aluminum
 Head material Aluminum
 Injection Port/direct injection
 Orientation Longitudinal
 Valves per cylinder 4
 Variable valve control Yes

Cylinders V-8
 Ignition Spark
 Liters 5.0L
 Recommended fuel Regular unleaded
 Valvetrain DOHC

Engine Spec

Bore 3.63"
 Displacement 302 cu.in.

Compression ratio 12.0:1
 Stroke 3.65"

Engine Power

SAEJ1349 AUG2004 compliant Yes
 Torque 410 ft.-lb @ 4,250 RPM

Output 400 HP @ 6,000 RPM

Alternator

Amps 200

Battery

Amp hours 70
 Run down protection Yes

Cold cranking amps 610

Engine Extras

Auto stop-start feature Yes

Driver selectable mode Yes

Transmission

Electronic control Yes
 Overdrive Yes
 Type Automatic

Lock-up Yes
 Speed 10

Transmission Gear Ratios

1st 4.696
 3rd 2.146
 5th 1.52
 7th 1
 9th 0.689
 Reverse Gear ratios 4.866

2nd 2.985
 4th 1.769
 6th 1.275
 8th 0.854
 10th 0.636

Transmission Extras

Driver selectable mode Yes

* Sequential shift control Yes

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 8' box 163" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag12

Selected Equip & Specs (cont'd)**Drive Type**

4wd type Part-time Type Four-wheel

Drive FeatureTraction control ABS and driveline Locking hub control Auto
Transfer case shift Electronic**Drive Axle**

Ratio 3.31

Exhaust

Material Stainless steel System type Single

Emissions

CARB LEV3-ULEV125 EPA Tier 3 Bin 125

Fuel EconomyCity 16 mpg Highway 22 mpg
Fuel type Gasoline Combined 18 mpg**Fuel Economy (Alternate 1)**City 12 mpg Highway 17 mpg
Fuel type E85 Combined 14 mpg**Green Values**Energy Impact Score (Barrels per year) 18.3 Carbon FP / Tailpipe and upstream total GHG (CO₂, tons per year) 9.8

*Energy Impact Score (Barrels per year) 5.4

Driveability**Brakes**ABS 4-wheel ABS channels 4
Type 4-wheel disc Vented discs Front and rear
Electric parking brake Yes**Brake Assistance**

Brake assist Yes Hill hold control Yes

Suspension Control

Ride Regular Electronic stability control Stability control with anti-roll

Front SuspensionIndependence Independent Type Double wishbone
Anti-roll bar Regular

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 8' box 163" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag12

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

Type Coil Grade Regular

Front Shocks

Type Gas-pressurized

Rear Suspension

Independence Rigid axle Type Leaf

Rear Spring

Type Leaf Grade Regular

Rear Shocks

Type Gas-pressurized

Steering

Activation Electric power-assist Type Rack-pinion

Steering Specs

of wheels 2

Exterior**Front Wheels**

Diameter 17" Width 7.50"

Rear Wheels

Diameter 17" Width 7.50"

Spare Wheels

Wheel material Steel

Front and Rear WheelsAppearance Silver Material Steel
Covers Hub**Front Tires**Aspect 70 Diameter 17"
Sidewalls BSW Speed S
Tread AT Type P
Width 265mm**Rear Tires**Aspect 70 Diameter 17"
Sidewalls BSW Speed S
Tread AT Type P
Width 265mm

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11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 8' box 163" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag12

Selected Equip & Specs (cont'd)**Spare Tire**

Mount	Underbody w/crankdown	Type	Full-size
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Wheels

Turning radius	26.2'	Wheelbase	163.0"
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Body Features

* Front license plate bracket	Yes	Body material	Aluminum
Side impact beams	Yes	Active grille shutters	Yes
Front tow hook(s)	2		

Body Doors

Door count	4	Left rear passenger	Reverse opening
Right rear passenger	Reverse opening	Cargo	Tailgate

Pickup

Box style	Regular	Bed-rail protectors	Yes
Easy lift tailgate	Yes		

Exterior Dimensions

Length	250.3"	Body width	79.9"
Body height	77.1"	Frame section modulus	6.0cu.in.
Frame yield strength (psi)	49300.0	Front bumper to Front axle	37.8"

Safety**Airbags**

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Safety Canopy System curtain 1st and 2nd row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted

Seatbelt

Rear centre 3 point	Yes	Height adjustable	Front
Pre-tensioners	Front	Pre-tensioners (#)	2

Security

Immobilizer	SecuriLock	* Panic alarm	Yes
* Restricted driving mode	MyKey		

Seating**Passenger Capacity**

Capacity	6
----------	---

Front Seats

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 8' box 163" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag12

Selected Equip & Specs (cont'd)

Split	40-20-40	Type	Split-bench
Driver Seat			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
Passenger seat			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
Front Head Restraint			
Control	Manual	Type	Adjustable
Front Armrest			
Centre	Yes		
Rear Seats			
Descriptor	Split-bench	Facing	Front
Folding	60-40	Folding position	Fold-up cushion
Type	Fixed		
Rear Head Restraints			
Control	Manual	Type	Adjustable
Number	3		
Front Seat Trim			
Material	Cloth	Back material	Cloth
Rear Seat Trim Group			
Material	Cloth	Back material	Carpet

Convenience**AC And Heat Type**

Air conditioning	Manual	Underseat ducts	Yes
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Audio System

Auxiliary audio input	Yes	Radio	AM/FM stereo
Radio data system	Yes	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC 4

Audio Speakers

Speaker type	Regular	Speakers	6
--------------	---------	----------	---

Audio Controls

Speed sensitive volume	Yes	Steering wheel controls	Yes
Voice activation	Yes	Streaming audio	Bluetooth yes

Audio Antenna

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 8' box 163" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag12

Selected Equip & Specs (cont'd)

Type Fixed

LCD Monitors

1st row 2

Primary monitor size (inches) 8

Cruise Control*** Cruise control With steering wheel controls****Convenience Features***** Retained accessory power Yes**

Wireless phone connectivity SYNC 4

Emergency SOS SYNC 4 911 Assist

Smart device integration Mirroring

Door Lock Activation*** Type Power with 2 stage unlock***** Remote Keyfob (front doors)***** Integrated key/remote Yes***** Auto locking Yes****Door Lock Type***** Tailgate/rear door lock Included with power door locks****Door Locks Extra FOB Controls**

Remote engine start Smart device only

Instrumentation Type

Appearance Analog

Instrumentation Gauges

Tachometer Yes

Engine temperature Yes

Transmission fluid temp Yes

Oil pressure Yes

Voltmeter Yes

Instrumentation Warnings

Oil pressure Yes

Battery Yes

Key Yes

Door ajar Yes

Brake fluid Yes

Engine temperature Yes

Lights on Yes

Low fuel Yes

Service interval Yes

Low tire pressure Tire specific

Instrumentation Displays

Clock In-radio display

Exterior temp Yes

Compass Yes

Camera(s) - rear Yes

Instrumentation Feature

Trip odometer Yes

Lane departure Active

Pedestrian detection Prevention

*** Parking sensors Rear**

Forward collision Mitigation

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 8' box 163" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag12

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

Material Urethane
 Telescoping Manual

Tilting Manual

Front Side Windows

* Window 1st row activation Power

Windows Rear Side

* 2nd row activation Power

Window Features

* 1-touch down Driver and passenger

* 1-touch up Driver and passenger

* Tinted Deep

Front Windshield

Wiper Variable intermittent

Rear Windshield

* Defroster Yes

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 Metal-look

Cabback insulator Yes

Lighting

Dome light type Fade

* Illuminated entry Yes

Front reading Yes

Variable IP lighting Yes

Overhead Console Storage

Storage Yes

Type Full

Storage

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 8' box 163" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag12

Selected Equip & Specs (cont'd)

Driver door bin Yes
Glove box Locking
Rear yes Yes
Dashboard Yes

Front Beverage holder(s) Yes
Passenger door bin Yes
Instrument panel Bin
Rear door bins Yes

Legroom

Front 43.9"

Rear 33.5"

Headroom

Front 40.8"

Rear 40.3"

Hip Room

Front 62.5"

Rear 62.6"

Shoulder Room

Front 66.7"

Rear 66.1"

Interior Volume

Passenger volume 116.3 cu.ft.

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 8' box 163" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag12

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

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 8' box 163" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag12

As Configured Vehicle

Code	Description	MSRP
X1E	Base Vehicle Price (X1E)	\$39,630.00
101A	Equipment Group 101A High	\$2,280.00
	- Option Discount	-\$750.00
	Includes: - Engine: 5.0L V8 Includes auto start-stop technology and flex-fuel capability. - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut. - 3.31 Axle Ratio - GVWR: 7,150 lbs Payload Package - Tires: 265/70R17 BSW A/T Includes 17" Silver Steel - Cloth 40/20/40 Front Seat Includes 2-way manual driver/passenger adjustment and armrest. - Radio: AM/FM Stereo w/6 Speakers Includes auxiliary audio input jack. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual. - XL Power Equipment Group - Power Glass Sideview Mirrors w/Black Skull Caps Includes heat and manual-folding. - Illuminated Entry - MyKey - Perimeter Alarm - Power Door Locks Includes flip key and integrated key transmitter keyless-entry (includes Autolock). - Power Tailgate Lock - Power Front & Rear Windows - Cruise Control - Reverse Sensing System	
995	Engine: 5.0L V8 Includes auto start-stop technology and flex-fuel capability.	Included
44G	Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.	Included
X27	3.31 Axle Ratio	Included
STDGV	GVWR: 7,150 lbs Payload Package	Included
STDTR	Tires: 265/70R17 BSW A/T	Included
64C	Wheels: 17" Silver Steel	Included
C	Cloth 40/20/40 Front Seat Includes 2-way manual driver/passenger adjustment and armrest.	Included
163WB	163" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 8' box 163" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag12

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Includes auxiliary audio input jack. Includes: - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.	
85A	XL Power Equipment Group	Included
	Includes: - Power Glass Sideview Mirrors w/Black Skull Caps Includes heat and manual-folding. - Illuminated Entry - MyKey - Perimeter Alarm - Power Door Locks Includes flip key and integrated key transmitter keyless-entry (includes Autolock). - Power Tailgate Lock - Power Front & Rear Windows	
53B	Class IV Trailer Hitch Receiver	\$205.00
	Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately. Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).	
PAINT	Monotone Paint Application	STD
924	Rear Window Fixed Privacy Glass	\$100.00
57Q	Rear Window Defroster	\$220.00
76R	Reverse Sensing System	Included
68P	Snow Plow Prep Package	\$50.00
	"SnowPlow" mode button will disable (load shed) the following features to maintain required electrical charge margins during plow operation/use: onboard 400W outlet, fog lamps and heated/ventilated front-seats. SnowPlow button also activates relay to snowplow controls. Note: The F-150 snowplow installation is intended for residential/personal use only.	
153	Front License Plate Bracket	N/C
	Standard in states requiring 2 license plates, optional to all others.	
942	Daytime Running Lamps	\$45.00
	Requires valid FIN code. Non-controllable.	
50S	Cruise Control	Included
FLADCR	Fleet Advertising Credit	\$0.00
CS_01	Black	N/C
YZ_01	Oxford White	N/C

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 8' box 163" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag12

As Configured Vehicle (cont'd)

Code	Description	MSRP
SUBTOTAL		\$41,780.00
Destination Charge		\$1,695.00
TOTAL		\$43,475.00

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

11/15/2021

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2022 F-150 4x4 SuperCab 8' box 163" WB XL (X1E)**

Price Level: 215 | Quote ID: CtyofHag12

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$39,630.00
Options		\$2,150.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Destination Charge		\$1,695.00
Subtotal		\$43,475.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
1	CoStars Allowance 025-155	-\$9,517.00
Total		\$33,958.00

Customer Signature

Acceptance Date



Date: 12/1/2021 **Report Prepared By:** Scott Kiser CMG Supervisor
*Costs since 2000. Includes routine maintenance and major repairs.

Repair Order History

Search and Select:

Units	Unit - Unit Number	046 (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

046 (Trucks) CMG

RO Number	RO Stage		Date	Meter Reading	Mechanic/Vendor		
30796			9/1/2021	108,560 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$48.47	\$45.63	\$94.10
		PERFORM B-PM.					
Totals For 30796					\$48.47	\$45.63	\$94.10

30754			8/10/2021		Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$0.00	\$91.26	\$91.26
		Cleaned and adjusted e-brakes.					
Totals For 30754					\$0.00	\$91.26	\$91.26

30937			8/10/2021				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$0.00	\$91.26	\$91.26
		CLEANED AND ADJUSTED BRAKES					
Totals For 30937					\$0.00	\$91.26	\$91.26

30358			3/18/2021	105,585 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$90.97	\$39.46	\$130.43
		PERFORM B-PM.					
Totals For 30358					\$90.97	\$39.46	\$130.43

29657			8/13/2020		Elmer Poffenberger		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	022-000-000	\$58.89	\$194.05	\$252.94
REPLACED LR CALIPER AND PADS, NEW AXLE SEALS AND TIGHTEN AXLE NUT.							
Totals For 29657					\$58.89	\$194.05	\$252.94

29651		8/10/2020		Michael Cline		
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Repair Order History

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046 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$0.00	\$138.64	\$138.64
		LR WHEEL GETTING HOT					
Totals For 29651					\$0.00	\$138.64	\$138.64

29644		8/7/2020		Michael Cline			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$23.79	\$69.32	\$93.11
		LR AXLE SEAL					
Totals For 29644					\$23.79	\$69.32	\$93.11

29583		7/24/2020		Michael Cline			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$358.96	\$69.32	\$428.28
		REAR BRAKES.					
Totals For 29583					\$358.96	\$69.32	\$428.28

29477		7/1/2020	102,671 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	\$38.81	\$51.93
		PERFORM B-PM.					
Totals For 29477					\$13.12	\$38.81	\$51.93

28803		12/26/2019		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	031-000-000	\$82.91	\$113.49	\$196.40
		ALTERNATOR AND BATTERY					
Totals For 28803					\$82.91	\$113.49	\$196.40

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046 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
28762		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
ROAD CALL . JUMP START & BROUGHT TO SHOP, FAILED ALTERNATOR TEST. (NO CHARGING)							
Totals For 28762					\$0.00	\$38.81	\$38.81
28730		12/23/2019		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
ROAD CALL - JUMP START AT STREET SHOP							
Totals For 28730					\$0.00	\$38.81	\$38.81
28737		12/20/2019		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
ROAD CALL/JUMPSTART							
Totals For 28737					\$0.00	\$34.66	\$34.66
28504		10/28/2019					
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
ROAD CALL JUMP START							
Totals For 28504					\$0.00	\$38.81	\$38.81
27948		7/2/2019	99,650 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$14.74	\$38.43	\$53.17
PERFORM B-PM.							
Totals For 27948					\$14.74	\$38.43	\$53.17
27828		5/31/2019					

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046 (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	\$37.46	\$37.46
		Fix tool box mounting.					
Totals For 27828					\$0.00	\$37.46	\$37.46

27510		3/25/2019		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$37.46	\$37.46
		TRAILER LIGHT WIRING					
Totals For 27510					\$0.00	\$37.46	\$37.46

26607		10/8/2018		RICE TIRES			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$0.00	\$22.95	\$22.95
		FLAT REPAIR					
Totals For 26607					\$0.00	\$22.95	\$22.95

26639		10/8/2018		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$37.46	\$37.46
		ROAD CALL					
Totals For 26639					\$0.00	\$37.46	\$37.46

26609		10/5/2018		FITZGERALD CHRY. (CHEVY)			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$444.04	\$444.04
		REPLACED HARNESS FOR STARTER SWITCH					
Totals For 26609					\$0.00	\$444.04	\$444.04

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046 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
26582		10/3/2018		Elmer Poffenberger			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	027-000-000	\$134.57	\$192.15	\$326.72
REPLACED SHIFTER CABLE							

Totals For 26582 \$134.57 \$192.15 \$326.72

26561		10/1/2018		Elmer Poffenberger			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	027-000-000	\$0.00	\$38.43	\$38.43

Totals For 26561 \$0.00 \$38.43 \$38.43

26571		10/1/2018		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	\$106.40	\$106.40
TOW							

Totals For 26571 \$0.00 \$106.40 \$106.40

26418		9/6/2018		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$130.56	\$130.56
REWIRED TRAILER PLUG							

Totals For 26418 \$0.00 \$130.56 \$130.56

26327		8/22/2018	96,496 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$14.74	\$68.61	\$83.35
PERFORM B-PM.							

Totals For 26327 \$14.74 \$68.61 \$83.35

25722		4/24/2018		Daniel Craigie			
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046 (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	032-000-000	\$73.13	\$65.28	\$138.41
REPLACED BATTERY							
Totals For 25722					\$73.13	\$65.28	\$138.41

24335		7/19/2017	92,750 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$22.55	\$68.61	\$91.16
PERFORM B-PM.							
Totals For 24335					\$22.55	\$68.61	\$91.16

23911		5/5/2017		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	042-000-000	\$171.75	\$411.12	\$582.87
REPLACED WATER PUMP AND T-STAT TOOK TO STINES TO FLUSH RADIATOR FLUSH RADIATOR							
Totals For 23911					\$171.75	\$411.12	\$582.87

23765		4/6/2017		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	042-000-000	\$79.60	\$195.84	\$275.44
REPLACED T-STAT FOR OVERHEATING							
Totals For 23765					\$79.60	\$195.84	\$275.44

23707		3/28/2017		Fisher Auto Parts			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$12.50	\$0.00	\$12.50
Totals For 23707					\$12.50	\$0.00	\$12.50

23034		11/22/2016		ROCK AUTO			
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City of Hagerstown
Repair Order History

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046 (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	\$30.78	\$0.00	\$30.78
Totals For 23034					\$30.78	\$0.00	\$30.78

22770			10/5/2016		Michael Cline		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	042-000-000	\$175.75	\$288.55	\$464.30
		REPLACE WATER PUMP					
Totals For 22770					\$175.75	\$288.55	\$464.30

22721		9/29/2016	89,420 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$14.74	\$69.29	\$84.03
		PERFORM B-PM.					
Totals For 22721					\$14.74	\$69.29	\$84.03

21845		4/19/2016	Fisher Auto Parts				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$14.34	\$0.00	\$14.34
Totals For 21845					\$14.34	\$0.00	\$14.34

21855		4/18/2016	Daniel Craigie				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$138.58	\$138.58
		FIXED STROBE LIGHT WIRING					
Totals For 21855					\$0.00	\$138.58	\$138.58

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
21364		2/1/2016	84,386 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	\$69.29	\$82.41
PERFORM B-PM.							

Totals For 21364 \$13.12 \$69.29 \$82.41

20931		11/4/2015		Fisher Auto Parts			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$31.91	\$0.00	\$31.91

Totals For 20931 \$31.91 \$0.00 \$31.91

20441		8/19/2015	81,456 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 20441 \$13.12 \$68.61 \$81.73

20429		8/13/2015		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$9.49	\$65.28	\$74.77
REPLACED TRAILER PLUG							

Totals For 20429 \$9.49 \$65.28 \$74.77

20398		8/10/2015		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$65.28	\$65.28
FIXED TRAILING WIRING AND LIGHT BULB							

Totals For 20398 \$0.00 \$65.28 \$65.28

19482		4/2/2015	78,422 Miles	Paul Yeager			
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046 (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	\$13.12	\$59.80	\$72.92
		PERFORM B-PM.					
Totals For 19482					\$13.12	\$59.80	\$72.92

19320		3/4/2015	Allen Taylor				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$956.34	\$956.34
REPAIR SEAT Remove seat and take to be repaired. Go get seat and reinstall in Truck.							
Totals For 19320					\$0.00	\$956.34	\$956.34

18222		8/29/2014	76,055 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	\$59.80	\$72.92
PERFORM B-PM.							
Totals For 18222					\$13.12	\$59.80	\$72.92

17926		7/2/2014	Daniel Craigie				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	031-000-000	\$86.09	\$57.02	\$143.11
road call and replaced battery. Checked charging system.							
Totals For 17926					\$86.09	\$57.02	\$143.11

17883		6/25/2014	Fisher Auto Parts				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$27.18	\$0.00	\$27.18
Totals For 17883					\$27.18	\$0.00	\$27.18

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046 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
17673		5/7/2014		T&R Tire			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$287.28	\$0.00	\$287.28

Totals For 17673 \$287.28 \$0.00 \$287.28

17532		4/30/2014		T&R Tire			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$573.10	\$0.00	\$573.10

Totals For 17532 \$573.10 \$0.00 \$573.10

17310		3/28/2014		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$84.51	\$114.04	\$198.55
Checke engine light on. replaced bank 1 sensor 1							

Totals For 17310 \$84.51 \$114.04 \$198.55

17181		3/7/2014	72,898 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	\$89.70	\$102.82
PERFORM B-PM. CHECK BRAKES, OK.							

Totals For 17181 \$13.12 \$89.70 \$102.82

16855		1/8/2014		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$24.94	\$65.67	\$90.61
Install tailgate latch							

Totals For 16855 \$24.94 \$65.67 \$90.61

16001		8/13/2013	69,569 Miles	Paul Yeager			
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046 (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	\$13.12	\$59.80	\$72.92
		PERFORM B-PM.					
Totals For 16001					\$13.12	\$59.80	\$72.92

15180		3/26/2013	Daniel Craigie				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	001-000-000	\$184.27	\$57.02	\$241.29
Replaced blower motor and plug.							
Totals For 15180					\$184.27	\$57.02	\$241.29

14686		1/7/2013	66,448 Miles		Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$22.09	\$59.80	\$81.89
PERFORM B-PM.							
Totals For 14686					\$22.09	\$59.80	\$81.89

13789		8/10/2012	63,368 Miles		Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$30.95	\$59.80	\$90.75
PERFORM B-PM.							
Totals For 13789					\$30.95	\$59.80	\$90.75

13046		3/28/2012	59,686 Miles		Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$13.15	\$59.80	\$72.95
PERFORM B-PM.							
Totals For 13046					\$13.15	\$59.80	\$72.95

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046 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
12994		3/16/2012		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$57.02	\$57.02
Replaced running light bulbs. Checked for engine codes. nothing found							
Totals For 12994					\$0.00	\$57.02	\$57.02

11980		9/7/2011	57,285 Miles	Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$112.67	\$171.06	\$283.73
Performed b maintenance. Misfiring. replaced wires and plugs. test drove.							
Totals For 11980					\$112.67	\$171.06	\$283.73

11497		6/20/2011	55,139 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$75.48	\$32.84	\$108.32
Go jump Truck and put new batt. in back at shop.							
Totals For 11497					\$75.48	\$32.84	\$108.32

11427		6/2/2011		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	\$18.00	\$18.00
FLAT REPAIR							
Totals For 11427					\$0.00	\$18.00	\$18.00

11081		4/6/2011	53,374 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$12.46	\$89.70	\$102.16
PERFORM B-PM. CHECK BRAKES, OK.							
Totals For 11081					\$12.46	\$89.70	\$102.16

10417		12/7/2010		T&R Tire			
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City of Hagerstown
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046 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$486.42	\$0.00	\$486.42
Totals For 10417					\$486.42	\$0.00	\$486.42

10261		11/15/2010	52,166 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$12.20	\$59.80	\$72.00
PERFORM B-PM.							
Totals For 10261					\$12.20	\$59.80	\$72.00

10206		11/8/2010	52,021 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$92.10	\$65.67	\$157.77
Check engine light on. Put scan tool on, found Mass air flow sensor bad. Go get sensor and replace and clear codes.							
Totals For 10206					\$92.10	\$65.67	\$157.77

09979		9/23/2010		T&R Tire			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	016-000-000	\$0.00	\$15.00	\$15.00
FLAT REPAIR							
Totals For 09979					\$0.00	\$15.00	\$15.00

09927		9/14/2010		T&R Tire			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$77.43	\$0.00	\$77.43
Totals For 09927					\$77.43	\$0.00	\$77.43

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046 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
09699		8/19/2010		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	FL0-000-000	\$0.00	\$114.04	\$114.04
Diagnosed and replaced fuel pump.							
Totals For 09699					\$0.00	\$114.04	\$114.04

09682		8/11/2010		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	\$15.00	\$15.00
FLAT REPAIR							
Totals For 09682					\$0.00	\$15.00	\$15.00

09461		7/8/2010	48,260 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$12.10	\$59.80	\$71.90
PERFORM B-PM.							
Totals For 09461					\$12.10	\$59.80	\$71.90

08909		4/2/2010	45,540 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$9.79	\$493.85	\$503.64
Wash inside of truck and clean windows. Put dash cluster back in and reinstall drivers seat. 4-7 Take out to Hoffman Chevy and have instrument cluster programed and bring back to shop.Reinstall all trim panels at dash and drivers seat. EDDIE'S DETAIL SHOP: REPAIR SEAT HOFFMAN: REPROGRAM DASH CLUSTER							
Totals For 08909					\$9.79	\$493.85	\$503.64

08872		4/1/2010	45,538 Miles	Allen Taylor			
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046 (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	002-000-000	\$0.00	\$394.02	\$394.02
		Pull out drivers bucket and take to ahve seat fixed. Pull up floormat and clean up floor and replace insulation pad with mud flap as needed in front and back.Repair doorjam seal in back for being torn and put all floortrim back.					
			Routine Work	030-000-000	\$238.00	\$131.34	\$369.34
		Speedo not working.Road test and put scan tool on.No codes. Check sensor on trans.Odometer works but no vehicle speed. Pull cluster and take to Hoffmans to be sent out.					
Totals For 08872					\$238.00	\$525.36	\$763.36

08073			11/17/2009	44,516 Miles	Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	015-000-000	\$0.00	\$91.66	\$91.66
		Replaced intermediate steering. Fixed tailgate strap.					
			Routine Work	PMS-000-000	\$81.40	\$45.83	\$127.23
		Performed pm service.					
Totals For 08073					\$81.40	\$137.49	\$218.89

07689			8/27/2009		T&R Tire		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$71.72	\$0.00	\$71.72
Totals For 07689					\$71.72	\$0.00	\$71.72

07324			7/15/2009	40,939 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$12.50	\$83.15	\$95.65
		PERFORM B-PM. GO TO SHED TO GET TRUCK. REPLACE 3 MARKER BULBS.					
Totals For 07324					\$12.50	\$83.15	\$95.65

06456			3/3/2009		Paul Yeager		
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046 (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	002-000-000	\$104.52	\$55.43	\$159.95
REPLACE DRIVERS SIDE MIRROR.							
Totals For 06456					\$104.52	\$55.43	\$159.95

06440		2/26/2009	37,746 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	\$55.43	\$68.55
PERFORM B-PM.							
Totals For 06440					\$13.12	\$55.43	\$68.55

06146		1/8/2009	36,390 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	001-000-000	\$6.72	\$60.35	\$67.07
Replace heater blower resistor and install new wire harness to resistor .							
Totals For 06146					\$6.72	\$60.35	\$67.07

05865		11/20/2008		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	001-000-000	\$109.35	\$0.00	\$109.35
Totals For 05865					\$109.35	\$0.00	\$109.35

05693		10/22/2008	34,671 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$11.64	\$55.43	\$67.07
PERFORM B-PM.							
Totals For 05693					\$11.64	\$55.43	\$67.07

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046 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
05318		8/28/2008	33,276 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$60.35	\$60.35
Truck wont start sometimes after setting. Check charging system and battery. Replace battery.							
Totals For 05318					\$0.00	\$60.35	\$60.35

05064		7/21/2008		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	042-000-000	\$160.35	\$229.15	\$389.50
7/21 Diagnosed cooling system leak. 7/22 Replaced water pump and thermostat							
Totals For 05064					\$160.35	\$229.15	\$389.50

05048		7/18/2008		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	042-000-000	\$0.00	\$106.18	\$106.18
Go out to Penn. Ave. to check out truck. Engine overheating.I like eggs. Found truck low on coolant, add coolant to bring to shop.							
Totals For 05048					\$0.00	\$106.18	\$106.18

04797		6/12/2008		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	042-000-000	\$0.00	\$91.66	\$91.66
CHECKED FOR OVERHEATING CONCERN. COOLANT LOW. ADDED COOLANT AND TEST DROVE VEHICLE. GAUGE READING 210 NORMAL.							
Totals For 04797					\$0.00	\$91.66	\$91.66

04790		6/11/2008	31,584 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$12.93	\$55.43	\$68.36
PERFORM B-PM.							
Totals For 04790					\$12.93	\$55.43	\$68.36

04218		3/25/2008		FITZGERALD CHRY. (CHEVY)			
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046 (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	\$178.42	\$0.00	\$178.42
Totals For 04218					\$178.42	\$0.00	\$178.42

04220		3/25/2008			Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$114.58	\$114.58
		Checked for idle and shutting off. Replaced throttle body assembly.					
Totals For 04220					\$0.00	\$114.58	\$114.58

04210				3/24/2008				Scott Kiser	
Vendor (Invoice)		Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
				Routine Work	040-000-000	\$0.00	\$49.86	\$49.86	
		No start at shed bring back to CMG							
Totals For 04210						\$0.00	\$49.86	\$49.86	

03591				12/20/2007	28,104 Miles	Scott Kiser		
Vendor (Invoice)		Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
				Routine Work	PMS-000-000	\$19.07	\$74.79	\$93.86
			B-Maint					
Totals For 03591						\$19.07	\$74.79	\$93.86

03131			10/19/2007			T&R Tire		
Vendor (Invoice)		Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
				Routine Work	017-000-000	\$631.86	\$0.00	\$631.86
Totals For 03131						\$631.86	\$0.00	\$631.86

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046 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
02506		8/2/2007	24,952 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$38.82	\$114.58	\$153.40
PERFORM B-PM. ROTATE TIRES, CHECK BRAKES, OK. SERVICE TRANS.							
Totals For 02506					\$38.82	\$114.58	\$153.40

SYS02350		7/5/2007		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$30.18	\$30.18
No lights on trailer when plugged in to truck. Truck end of trailer plug bad, replaced plug.							
Totals For SYS02350					\$0.00	\$30.18	\$30.18

SYS00408		8/4/2006	17,950 Miles				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$0.00	\$15.62	\$15.62
PERFORM B-PM.							
Totals For SYS00408					\$0.00	\$15.62	\$15.62

SYS00022		5/18/2006	15,724 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	030-000-000	\$0.00	\$120.00	\$120.00
Replaced 105 AMP ALT with 145 AMP ALT A C DELCO Alt. Purchased at Auto Electric.							
Totals For SYS00022					\$0.00	\$120.00	\$120.00

Totals					\$5,471.05	\$8,627.40	\$14,098.45
Grand Totals					\$5,471.05	\$8,627.40	\$14,098.45

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

Topic:

Roof Replacement at 60 West Washington Street - Ruff Roofing and Sheet Metal, Inc.
(Baltimore, MD) \$191,679.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Consent_Public_Works_Roof_Replacement.pdf

Description

Roof Replacement at 60
West Washington Street

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 12/21/21**

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

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: 5885001-5894 Account / Project Name: 60 W Washington St
Budget Amount: \$120,000 Account Balance: \$120,000 Year: 21/22 CIP Control No. C0828
Unbudgeted \$: \$90,847 Source of Funds: Property Management + Potential ARPA Revenue Loss

Quantity	Description	Value
1	Roof Replacement at 60 West Washington Street	\$191,679

TOTAL VALUE OF PROJECT: \$191,679

ABOVE TO BE USED FOR:

Replacement of the existing roof that is beyond the end of its life cycle.

Recommended Vendor:

Business Name: Ruff Roofing and Sheet Metal, Inc.

Address: 1420 Knecht Avenue

City, State: Baltimore, MD 21227

Bid/Proposal/Quote No.: Contract No. 21-RR-23

OTHER VENDORS:

Firm	City/State	Total Amount
Vertex Roofing Contractors	Manassas, VA	\$199,950
Dynamic General Contracting, LLC	Millersville, MD	\$209,000

Department Manager: This is the replacement of the roof system at 60 West Washington St. (Buro Box, Fresh Academicz, USMH) to include the installation of a new roof system, removal of asbestos roofing and removal of numerous vents, hoods and structures no longer in use. Budgeted Property Management Funds of \$120,000 are short of the bid amounts. Therefore, additional funding would potentially be provided from the ARPA Revenue Loss account if approved and deemed eligible. It is also requested that the funding include the bid amount of \$191,679 plus 10% for contingency items for a potential total cost of \$210,847.

EB [Signature] 12/8/2021

Signature / Date

(2) Purchasing Agent:

Recommend approval -
Will need all vendor documents
as vendor not set up in MUNIS.

Jason T. Miller
12/9/2021

Signature / Date

(3) Finance Manager:

Recommend approval of this necessary infrastructure
update. While the cost is higher than budget,
additional funding could be utilization of ARPA:
Revenue loss dollars if
eligible and approved.

Michelle [Signature]
12/8/21

Signature / Date

(4) City Administrator's Recommendation:

Recommend approval

Scott Muewanner 12/9/21

Signature / Date

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

Topic:

Wastewater Division: MSA LEL Gas Detection Transmitter and Sensor Assembly with Start Up Services – Sherwood Logan and Associates (Annapolis, MD) \$15,546.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Consent_Wastewater_MSA_LEL_Gas_Detection_Transmitter.pdf

MSA LEL Gas Detection
Transmitter

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

Replacement of the LEL gas detection transmitters and sensors for the OAB deck. These sensors have over 20 years of continuous service and are in need of replacement. Continued operation and monitoring of the environment within oxygen aeration basins is required in order to maintain compliance with the discharge permit for the WWTP.

Amount

Comments

Department Manager (required on all unbudgeted items):

Replacement of the LEL gas detection transmitters and sensors for the OAB deck. These sensors have over 20 years of continuous service and are in need of replacement. Continued operation and monitoring of the environment within oxygen aeration basins is required in order to maintain compliance with the discharge permit for the WWTP.

Joseph W. McNamee

Wastewater Operations Manager

December 21, 2021

Date

Finance Department:

Recommend approval

Jason L. Miller

Signature

12/09/2021

Date

Finance Manager:

Approve

Michelle Heflin

Signature

12/8/21

Date

City Administrator's Recommendation:

Recommend Approval

Scott Newman

Signature

12/9/21

Date



2140 Renard Court Annapolis, MD 21401 410.841.6810 www.sherwoodlogan.com

10/27/21

Attn: Robbie Eyler – Operations & Maintenance Supervisor
City of Hagerstown Utilities – Wastewater Division
1 Clean Water Circle
Hagerstown, MD 21740

RE: Hagerstown, MD – MSA LEL Gas detector proposal-R1

Mr. Eyler,

Sherwood-Logan & Associates is pleased to provide you with pricing for the following MSA LEL gas detection transmitter & sensor assembly for in-kind replacement of your existing unit:

- QTY. 3 A-ULTIMAX-XPE38F3S20010100
MODEL E EXPLOSION PROOF W/ DISPLAY
GAS CODE 38 COMB GAS IR METHANE LEL 5%
CONFIGURATION-ENCLOSURE F FM APPROVAL W/ NPT
SENSOR OUTPUT 3 3-WIRE mA OUTPUT
SENSOR MOUNTING STYLES S SENS MOUNT ON CONTROL UNIT
RELAYS AND LEDS 2 RELAYS AND LEDS
DISPLAY LANGUAGE/FEATURES 0 ENGLISH
OPTIONAL POWER SUPPLY 0 NONE
GAS SAMPLE SELECTION 1 FLOW CAP ASSEMBLY
INTEGRATED ACCESSORIES 0 NONE
INSTALLATION HARDWARE 1 BRACKETS
MANUALS 0 STANDARD
CUSTOM FEATURES 0 NONE

TOTAL PRICE for items listed above: \$14,346.00 (\$4,782.00)

Notes/Comments

- Items are currently in stock
- Pricing is good through January 31, 2022
- Start-up services are not included in pricing above. If start-up is required, please add at our standard rate of \$1,200/day to the pricing above
- Estimated shipping charges are included in the pricing above

Exclusions

- Installation
- Start-up services

Manufacturers' Representative for Engineered Instrumentation, Process Equipment and Pumping Systems



2140 Renard Court Annapolis, MD 21401 410.841.6810 www.sherwoodlogan.com

Thank you for your consideration of our equipment & please let me know if you have any questions or need anything else.

Sincerely,

John Logan

John Logan
2140 Renard Court
Annapolis, MD 21401
Phone: 410.841.6810 ext. 326
jlogan@sherwoodlogan.com

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

Topic:

Wastewater Division: FY22 Pass Thru Costs for the Pelletizer Facility – Synagro (Baltimore, MD) \$60,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Consent_Wastewater_FY22_Pass_Thru_costs_for_Pelletizer_Facility.pdf

WW FY22 Pass thru
costs for the
Pelletizer Facility

Approval For:
Consent Agenda:
New Business:

X

Budget Amount: FY22 \$0 **Account Balance: \$** (7,774) **Year** FY22 **CIP Control No.:** C0711

Account Balance:	Year	CIP Control No.:
------------------	------	------------------

Unbudgeted: _____ Source Of Funds: Transfer \$60,000 from 5485001-5830-C0712 - *Wastewater*

Quantity	Description	Value
Lump Sum	FY22 Pass thru costs for the Pelletizer facility	\$ 60,000.00

Control No.	
- Wastewater operations + FY22 Value	60,000.00 budget

\$9,176.30

The Pelletizing Facility at the Wastewater Treatment Plant is owned by the City. In accordance with the current Contract with the City, Synagro is responsible to maintain the Pelletizer Facility by making necessary upgrades and improvements to the building and its infrastructure as needed and approved by the City. The funds in C0711 are intended to pay for improvements after they are completed. The time period this will cover is 7/1/21 to 6/30/22.

Business Name: Synagro - WWT, Inc

Address: 435Williams Court, Suite 100

City, State: Baltimore, MD

Bid/Proposal/Quote No.: N/A

Other Vendors: **Sole Source**

Firm

City, State

Amount

Comments

Department Manager (required on all unbudgeted items):

The Pelletizing Facility at the Wastewater Treatment Plant is owned by the City. In accordance with the current Contract with the City, Synagro is responsible to maintain the Pelletizer Facility by making necessary upgrades and improvements to the building and its infrastructure as needed and approved by the City. The funds in C0711 are intended to pay for improvements after they are completed. It is not anticipated that all of the \$450,000 budgeted in C0712 will be needed to close out the Pelletizer Upgrade Project.



Water Operations Manager

December 21, 2021

Finance Department:

Recommend approval.



Signature

12/09/2021

Date

Finance Manager:

Approve



Signature

12/8/21

Date

City Administrator's Recommendation:

Recommend Approval



Signature

12/9/21

Date

Authorization for Expenditure

Hagerstown Waste Water Treatment Plant

Request Number HAG 016 -21

Dewatering/Heat Drying/Pelletizing Facility

Estimated date asset will be placed into service: 12/13/21

Synagro Operated

1 Clean Water Circle

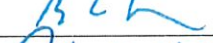
Project: SCRUBBER RECIRC PUMP PARTS

Hagerstown, MD 21740

Asset Description/Justification
- STAGE 1 PUMP #1 RECIRC PUMP BRAIN PUG & CASSETT ARE DAMAGED AND COVER IS DAMAGED. PARTS FROM GEBER TO REPLACE DAMAGED PARTS.

OEM Specific no match available
Others of lesser quality or run life
Time factor imperative

				Italics indicate estimated or budgetary cost		
Vendor	Description	QTY	Unit price	Extended price	Shipping	Line total
GEIER	RECIRC PUMP PARTS	1	204.55			204.55
SHIPPING	SHIP FEES	1	20.00			20.00
SYNAGRO	PIZZIT & OVERHEAD	1	30.68			30.68
	Totals					255.23

Approval Status			
	Level	Approver	Date
Requested by:	Synagro Plant Manager		Mike Royce 11/16/21
Approved by:	Wastewater Asst. Superintendent		Brad Luhn 11/17/21
Approved by:	Wastewater Superintendent		Chuck Mills 11/17/21
Approved by:	Wastewater Maintenance Supv.		Robbie Geyer 11/23/21
Approved by:	Wastewater Division Manager		Joe Moss 11-29-21



Geiger Pump & Equipment Co.
8924 Yellow Brick Road
Baltimore, MD 21237
410.682.2660 *phone*
410.682.4750 *fax*

Date: November 5, 2021

To: Synagro - Hagerstown WWTP
Attention: Mike Royael

From: Irene Pais Email: IPais@geigerinc.com

Quote #: Q-211105-5012-P2 - 0
Reference: Recirc Pump Odor Control Parts

Thank you for giving us the opportunity to provide you with this quotation.

Per your request, we are pleased to offer the following:

Description	Price Per Unit	Quantity	Extended Price	Lead Time
Drain Plug Cover	\$132.00	1	\$132.00	2-3 weeks
Screws	\$11.90	2	\$23.80	2-3 weeks
Drain Plug Gasket	\$48.75	1	\$48.75	2-3 weeks

Quote Total: \$204.55

All prices are quoted FOB shipping point and are offered per our standard terms and conditions included here. Freight will be Prepaid and Added.

Please let me know if you have any questions or require any additional information.

Best regards,

Irene Pais
Sales Engineer

Authorization for Expenditure

Hagerstown Waste Water Treatment Plant

Request Number HAG 013 -21

Dewatering/Heat Drying/Pelletizing Facility

Estimated date asset will be placed into service: 11/1/21

Synagro Operated

1 Clean Water Circle

Project: POLYMER HOSE

Hagerstown, MD 21740

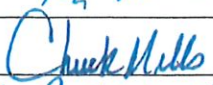
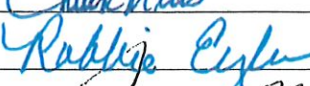
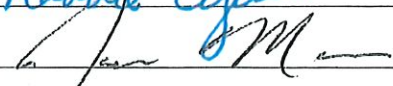
Asset Description/Justification
- THE VELODYNE POLYMER EQUIPMENT INSTALLED DURING THE PELLETIZER REBUILD CAME WITH AN UNINSULATED POLYMER MAKE DOWN PIPE. THIS PIPE WOULD CLOG EVERY COUPLE OF WEEKS AND REQUIRE PLANT DOWN TIME TO CLEAN, AND ALSO RESULTED IN WASTED POLYMER.
- WE INSTALLED A RUBBER HOSE WHICH IS SIMILAR TO THE "OLD" PLANT DESIGN. WE HAVE NOT SEEN ANY CLOGGING OR POLYMER BUILDUP IN THE HOSE AND HAVEN'T HAD ANY ISSUES WHEN MAKING POLYMER BATCHES.

OEM Specific no match available

Others of lesser quality or run life

Time factor imperative

				<i>Italics indicate estimated or budgetary cost</i>		
Vendor	Description	QTY	Unit price	Extended price	Shipping	Line total
BRIG	RUBBER HOSE	1	779.29			779.29
SYNAGRO	PROFIT OVERHEAD	1				96.29
	Totals					875.58

Approval Status			
	Level	Approver	Date
Requested by:	Synagro Plant Manager	 Mike Royce	11/16/21
Approved by:	Wastewater Asst. Superintendent	 Brad Luhn	11/17/21
Approved by:	Wastewater Superintendent	 Chuck Mills	11/17/21
Approved by:	Wastewater Maintenance Supv.	 Robbly Eyer	11/23/21
Approved by:	Wastewater Division Manager	 Joe Moss	11-29-21



Baltimore Rubber & Gasket
9520 Gerwig Lane
Columbia, MD 21046
Ph: 410-290-8866 Fx: 410-290-7014
E-Mail: BALTRG@AOL.COM

Invoice

REPRINT

Bill to: SYNAGRO
PO BOX 549
ATTENTION: A/P
FUNKSTOWN, MD 21734

Ship to: SYNAGRO
1030 FREDERICK ST
HAGERSTOWN, MD 21740

Invoice Number : **134837-1**
Customer# : SYNAGRO
Invoice Date : 10/06/2021
Due Date : 11/05/2021
Ship Date : 10/08/2021
Ordered By : MIKE
Entered By : CHARLIE MAHONEY
Salesperson : HOUSE
Terms : 1%10N30
Ship Via : BEST WAY PREPAY & ADD
Ship Acct# :
Job/Rel# :
Customer PO : PO36258

Remit To:
9520 Gerwig Lane
Columbia, MD 21046

Line	Order	Ship	B/O	U/M	Item #	Description	Price	Extension
0001	35	35	0	FT	DMH-0200-GUM	2"ID GUM RUBBER LINED MATERIAL HANDLING HOSE	18.34	641.90
SubTotal								641.90
FREIGHT								137.39
Total							USD	779.29

Thank you for your prompt payment!

No returns or credits for cut or fabricated materials.

Cash and credit card sales are final.

Please Note: New Remittance Address

Authorization for Expenditure

Hagerstown Waste Water Treatment Plant

Request Number HAG 012 -21

Dewatering/Heat Drying/Pelletizing Facility

Estimated date asset will be placed into service: 11/30/21

Synagro Operated

1 Clean Water Circle

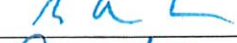
Project: SCALE LIGHTS AND ^{EMERGENCY} ~~EXTRA~~ LIGHTS.

Hagerstown, MD 21740

Asset Description/Justification
- 3 EMERGENCY LIGHTS ARE INOPERABLE AND REQUIRE REPLACEMENT
-- LIGHTING AT THE SCALE REQUIRES IMPROVEMENT. REPLACE OLD BULBS FIXTURES WITH BRIGHTER LED BULBS.

OEM Specific no match available
Others of lesser quality or run life
Time factor imperative

				Italics indicate estimated or budgetary cost		
Vendor	Description	QTY	Unit price	Extended price	Shipping	Line total
AMAZON	EM. & LED LIGHTS	1	347.98			347.98
SYNAGRO	PROFIT. OVERHEAD	1	52.20			52.20
	Totals					400.18

Approval Status			
	Level	Approver	Date
Requested by:	Synagro Plant Manager		Willie Royael 11/16/21
Approved by:	Wastewater Asst. Superintendent		Fred Luths 11/17/21
Approved by:	Wastewater Superintendent		Chuck Mills 11/17/21
Approved by:	Wastewater Maintenance Supv.		Robbie Eyler 11/23/21
Approved by:	Wastewater Division Manager		Joe Moss 11-29-21

Description	Qty	Unit price	Item subtotal before tax	Tax
2 UL Listed 250W LED Corn Light Bulb, E39 Mogul Base 5000K Daylight 35000LM Lamp, Replacement 1000Watt CFL HPS Metal Halide , Large Area Lamp for Street	2	\$95.99	\$191.98	0.000%
ASIN: B07W5DGBJZ Sold by: DongGuanShi GeRuSuJiaoZhiPinYouXianGongSi Order # 113-6160077-2652231				
3 LFI Lights - UL Certified - Hardwired Outdoor Rated LED Emergency Egress Light - Wet Listed - ELWETLED	3	\$52.00	\$156.00	0.000%
ASIN: B00HVZJ6ZW Sold by: The Exit Light Co., Inc Order # 113-1005062-0180225				
4 Microflex 5762C60CS Diamond Grip Latex Glove, Powder Free, 9.6" Length, 6.3 mil Thick, Large (Pack of 1000)	1	\$297.40	\$297.40	0.000%
ASIN: B00LY1R3P4 Sold by: Promax America LLC Order # 113-7765008-0247441				
Total before tax				\$735.36
Tax				\$0.00
Amount due				\$735.36

FAQs

How is tax calculated?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202036190

How are digital products and services taxed?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202074670

Authorization for Expenditure

Hagerstown Waste Water Treatment Plant

Request Number HAG 614 -21

Dewatering/Heat Drying/Pelletizing Facility

Estimated date asset will be placed into service: 12/30/21

Synagro Operated

1 Clean Water Circle

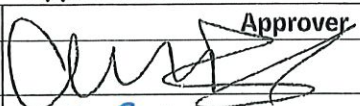
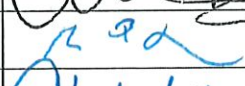
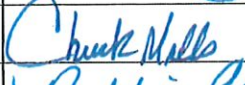
Project: REPLACEMENT BURNER THERMOCOUPLE

Hagerstown, MD 21740

Asset Description/Justification
- THE ORIGINAL BURNER THERMOCOUPLE AND THE REPLACEMENT THERMOCOUPLE HAVE BOTH FAILED. DURING THE ANNUAL GAS TRAIL INSPECTION IT WAS IDENTIFIED THAT THE PLASTIC CASED TEMP. TRANSMITTER SHOULD BE REMOTELY MOUNTED AWAY FROM THE FURNACE HEAT.
- THIS QUOTE IS FOR HARDWARE TO BE ACCOMPLISHED BY SYNAGRO, AND WIRING COSTS MAY BE ADDED SEPARATELY IF REQUIRED.
- QUOTE ALSO INCLUDES ADDING A SS THERMOWELL FOR THE THERMOCOUPLE PROBE.

OEM Specific no match available
Others of lesser quality or run life
Time factor imperative

				Italics indicate estimated or budgetary cost		
Vendor	Description	QTY	Unit price	Extended price	Shipping	Line total
PLARE SERVICES	THERMOCOUPLE	1	1787.00			1787.00
SYNAGRO	PROFIT & OVERHEAD	1	268.05			268.05
	Totals					2,055.05

Approval Status			
	Level	Approver	Date
Requested by:	Synagro Plant Manager		Mike Roybal 11/16/21
Approved by:	Wastewater Asst. Superintendent		Brad Luhn 11/17/21
Approved by:	Wastewater Superintendent		Chuck Mills 11/17/21
Approved by:	Wastewater Maintenance Supv.		Robbie Eyer 11/23/21
Approved by:	Wastewater Division Manager		Joe Mann 11-29-21



Flare Services LLC
112 W. Scenic Trail
Weatherford, TX 76088
United States of America

Ph: 512-740-0463

Fax:

Quote

ID: 21235-1

Date: 01-Oct-21

To

Synagro Hagerstown, MD
Hagerstown, MD
United States of America

Quote To

Synagro Hagerstown, MD
Hagerstown, MD
United States of America

Terms		Ship Via		Salesperson
Net 30 Days				
Quantity	Description	Unit Price	Amount	
1	Line: 001 Part: INST-TT-JMS-8R-00 Temperature Trans 4-20mA Out Temperature Transmitter Type K input Scale: 0-2400 deg F Units: Deg F Output: 4-20mA Temperature Linear Sensor Break Protection Expiration Date: 30-Nov-21 Rev:	\$365.00	\$365.00	
1	Line: 002 Part: ENC-NEMA4X-1086-316SS-00 Enclosure 10x8x6 NEMA4X 316ss Expiration Date: 30-Nov-21 Rev:	\$650.00	\$650.00	
1	Line: 003 Part: INST-TC-24-01 Thermocouple, 24" Type K Thermocouple, Type K, Dual element, 1/4" OD, 316SS, Ungrounded, 24" length Spring loaded-double threaded, 1/2" NPT, Aluminum head w/screw cover & chain. Expiration Date: 30-Nov-21 Rev:	\$197.00	\$197.00	
1	Line: 004 Part: INST-TW-24-00 Thermowell, 24" 310SS 3/4" Process NPT, Step Shank, Threaded, .260" bore, 22.5" U, No Lag, 310SS Expiration Date: 30-Nov-21 Rev:	\$575.00	\$575.00	
		Total:	\$1,787.00	

Authorization for Expenditure

Hagerstown Waste Water Treatment Plant

Request Number HAG 015 -21

Dewatering/Heat Drying/Pelletizing Facility

Estimated date asset will be placed into service: 2022

Synagro Operated

1 Clean Water Circle

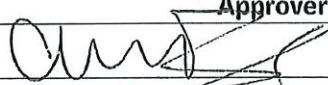
Project: REPLACEMENT CAUSTIC PUMP

Hagerstown, MD 21740

Asset Description/Justification
- WE REPLACED THE CAUSTIC PUMP WHICH HAD A BROKEN PUMP HEAD,
WITH ONE THAT HAD BEEN PREVIOUSLY PURCHASED AND PLACED INTO
INVENTORY.
- THIS REPLACEMENT PUMP WILL BE PUT IN INVENTORY AND WHEN
NEEDED USED AS A REPLACEMENT FOR EITHER THE ACID, BLEACH,
OR CAUSTIC PUMP.

OEM Specific no match available
Others of lesser quality or run life
Time factor imperative

				Italics indicate estimated or budgetary cost		
Vendor	Description	QTY	Unit price	Extended price	Shipping	Line total
GEIGER	CAUSTIC PUMP	1	1660.02			1660.02
SHIPPING	SHIPPING CHARGES	1	30.00			30.00
SYNAGRO	PROFIT & OVERHEAD	1	249.00			249.00
	Totals					1939.02

Approval Status			
	Level	Approver	Date
Requested by:	Synagro Plant Manager		Elise Royael 11/16/21
Approved by:	Wastewater Asst. Superintendent		Brad Luhn 11/17/21
Approved by:	Wastewater Superintendent		Chuck Mills 11/17/21
Approved by:	Wastewater Maintenance Supv.		Robbie Syler 11/23/21
Approved by:	Wastewater Division Manager		Joe Adams 11-29-21



Geiger Pump & Equipment Co.
8924 Yellow Brick Road
Baltimore, MD 21237
410.682.2660 *phone*
410.682.4750 *fax*

Date: November 11, 2021

To: Synagro - Hagerstown WWTP
Attention: Mike Royael

From: Irene Pais

Email: IPais@geigerinc.com

Quote #: Q-211110-5063-N5 - 0
Reference: Caustic Pump Spare Pump

Thank you for giving us the opportunity to provide you with this quotation.

Per your request, we are pleased to offer the following:

Description: Replacement Caustic Pump, Pulsatron MP
Price Per Unit: \$1,660.02
Quantity: 1
Extended Price: \$1,660.02
Lead Time: 2-3 weeks

All prices are quoted FOB shipping point and are offered per our standard terms and conditions included here. Freight will be Prepaid and Added.

Please let me know if you have any questions or require any additional information.

Best regards,

Irene Pais
Sales Engineer

Authorization for Expenditure

Hagerstown Waste Water Treatment Plant

Request Number HAG 017 -21

Dewatering/Heat Drying/Pelletizing Facility

Estimated date asset will be placed into service: 11/26/21

Synagro Operated

1 Clean Water Circle

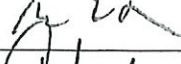
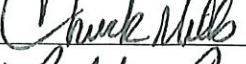
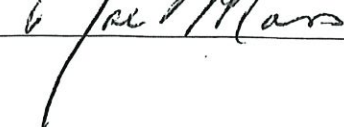
Project: POLYMER SYSTEM PLC

Hagerstown, MD 21740

Asset Description/Justification
THE POLYMER SYSTEM PLC FAILED AND REQUIRED REPLACEMENT
IN ORDER FOR THE POLYMER SYSTEM AND PELLETIZER TO RUN.
THIS IS FOR THE POLYMER PLC ONLY, MICRO-TECH DESIGNS HAD TO
PROGRAM THE PLC, THIS WILL BE A SEPERATE INVOICE.

OEM Specific no match available
Others of lesser quality or run life
Time factor imperative

				Italics indicate estimated or budgetary cost		
Vendor	Description	QTY	Unit price	Extended price	Shipping	Line total
PLC HARDWARE	POLYMER PLC	1	3,188.71			3,188.71
SYNAGRO	PROFIT & OVERHEAD	1	462.53			462.53
	Totals					3,651.24

Approval Status			
	Level	Approver	Date
Requested by:	Synagro Plant Manager	 Mike Royael	12/6/21
Approved by:	Wastewater Asst. Superintendent	 Brad Luhn	12/6/21
Approved by:	Wastewater Superintendent	 Chuck Mills	12/6/21
Approved by:	Wastewater Maintenance Supv.	 Robbie Eyler	12/6/21
Approved by:	Wastewater Division Manager	 Joe Moss	12/7/21

Order Details

Order Number: 18686033	Customer ID: croyael@synagro.com	Ship Via: Fedex First Overnight
Order Date: November 24, 2021	Contact: Christopher Royael	Shipping Acc.#:
Payment Status: Paid	PO Number:	Ship Blind: No
Order Status: All items shipped	Payment: MasterCard: xxxx-1955	Ship All at once: No
Invoice List: <u>S190885</u>		

Billed From Address

PLC Hardware
www.plchardware.com
11706 Garrison Forest Rd
Owings Mills, MD 21117
UNITED STATES
Phone: 410-363-1546

Billing Address

Mike Royael
Synagro
435 Williams Court
Suite 100
Baltimore, MD 21220
UNITED STATES
Phone: 7577377426

Shipping Address

Mike Royael
Synagro
1030 Frederick Street
Hagerstown, MD 21740
UNITED STATES
Phone: 7577377426

Qty	Avail	Mfr Part #	Mfr	Cond	Description	Price	Ext Price
1	In stock	1769-L30ER/A	RA	NSO	Allen-Bradley 1769-L30ER CompactLogix 5370 Ethernet Controller, 1MB Memory, A	\$2,909.00	\$2,909.00

Order Instructions:

Subtotal:	\$2,909.00
Discount:	\$0.00
Shipping:	\$105.17
Tax:	\$174.54
Total:	US \$3,188.71

This order is subject to the Policies and Terms stated at www.plchardware.com/terms.aspx

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

Topic:

Wastewater Division: Engineering Services to Evaluate the Solids Processing Operation – Black & Veatch Corporation (Gaithersburg, MD) \$219,440.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Consent_Wastewater_Engineering_Services_to_Evaluate_the_Solids_Processing_Operation.pdf	Engineering Services to Evaluate the Solids Processing Operation

Approval For:	
Consent Agenda:	X
New Business:	

Account Number: 5474001-5306	Account/Project Name: Solids Processing Evaluation	Admin & Engineering - Operating Budget
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Source Of Funds: Wastewater Fund - Operating Cash

1	Engineering Services to Evaluate the Solids Processing Operation	\$	219,440.00
---	--	----	------------

Above To Be Used For: Black and Veatch is has served as the Engineer of Record for multiple projects at the Hagerstown WWTP to include, BNR, ENR , Effluent Disinfection, etc. To address deficiencies identified by the City's Contractor operating the pelletizing facilities, this study and evaluation of the solids processing operation will result in recommendations for needed modifications to the solids process to consistently and efficiently produce a Class A biosolids. The attached proposal provides specific detail of the work to be completed and the deliverables. The proposal also provides the resume of qualifications for the Black and Veatch team assigned to this project. Funding is available in the WWTP operating budget to complete this work.

<u>Firm</u>	<u>City, State</u>	<u>Amount</u>
-------------	--------------------	---------------

Comments

Department Manager (required on all unbudgeted items):

Black and Veatch has served as the Engineer of Record for multiple projects at the Hagerstown WWTP to include, BNR, ENR, Effluent Disinfection, etc. To address deficiencies identified by the City's Contractor operating the pelletizing facilities, this study and evaluation of the solids processing operation will result in recommendations for needed modifications to the solids process to consistently and efficiently produce a Class A biosolids. The attached proposal provides specific detail of the work to be completed and the deliverables. The proposal also provides the resume of qualifications for the Black and Veatch team assigned to this project. Funding is available in the WWTP operating budget to complete this work.

Nancy Hausman

Director of Utilities

December 8, 2021

Date

Finance Department

Recommend approval.

Joan Miller

Signature

12/09/2021

Date

Finance Manager:

Approve

Michelle H

Signature

12/8/21

Date

City Administrator's Recommendation:

Recommend Approval

Deann Therman

Signature

12/9/21

Date

**MASTER AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT (Agreement) is by and between City of Hagerstown, MD ("Owner") and Black & Veatch Corporation ("Engineer");

WITNESSETH:

WHEREAS, Owner requires certain professional engineering services (the "Services") for various projects or task orders (each a "Project", any two or more the "Projects"); and,

WHEREAS, Engineer is prepared to provide the Services subject to the terms contained herein.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be November 30, 2021.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without giving effect to the principles thereof relating to conflicts of law.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services as set forth in a written Request for Services signed by Owner and Engineer. Each Request for Services shall be in the form of the attached Exhibit A. Requests for Services shall be governed by the terms of this Agreement and shall describe the scope of Services, schedule, and compensation terms and any other terms specific to the applicable Request for Services. Any additional or conflicting terms and conditions contained in a Request for Services shall take precedence over the terms and conditions in this Agreement only for the applicable Request. This

Agreement does not authorize or require Engineer to perform any Services without a mutually agreeable, fully executed Request for Services.

Engineer shall have no liability for defects in the Services attributable to Engineer's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Owner or third parties retained by Owner.

ARTICLE 4 – COMPENSATION

4.1 Owner shall pay and Engineer shall accept in full consideration for the applicable Services the compensation described in each Request for Services, as may be adjusted by mutual agreement.

4.2 Compensation shall be based on rates detailed in Exhibit B. These hourly rates are valid until December 31, 2022 and shall be adjusted at that time and thereafter on an annual basis.

4.3 Expenses, including subconsultant costs, shall be reimbursed as further detailed in the applicable Request for Services.

4.4 The Owner shall pay (or reimburse the Engineer at Engineer's cost, as required) for all necessary permit and inspection fees.

4.5 Timing of Invoicing and Payment: Invoices are due and payable upon receipt. If payment is not received within thirty days of Owner's receipt of the invoice, interest shall accrue in accordance.

4.6 In the event Owner disputes any invoice item, Owner shall give Engineer written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to Engineer the undisputed portion of the invoice according to the provisions hereof. If Owner fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 ½%) per month, or the maximum amount allowed by law, if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item finally resolved in Owner's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

4.7 Method of Payment. Payments due Engineer under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Engineer's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall at such times as may be required by Engineer for the successful and expeditious completion of the Services:

5.1 Obtain all permits and licenses required to be taken out in the name of Owner which are necessary for the performance of the Services;

5.2 Provide Engineer with all specifications necessary for the completion of the Services;

5.3 Provide Engineer with soil data evidencing that the site is clean and free of above ground and underground obstructions, fissures, faults and other similarly hidden features which will interfere with the completion of the Services;

5.4 Advise Engineer of the existence and undertake the abatement and disposal of all hazardous materials, including, but not limited to, asbestos, polychlorinated biphenyls (PCBs) and radioactive material and other toxic substances, encountered by Engineer in the performance of the Services; and

5.5 Appoint an individual who shall be authorized to act on behalf of Owner, with whom Engineer may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon Owner as to all matters pertaining to this Agreement and the performance of the parties hereunder.

ARTICLE 6 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. **NO**

OTHER WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT, OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article. Indemnities against, releases from, and limitations on liability expressed in this Agreement shall apply even in the event of the breach of contract or warranty, tort (including negligence), strict liability or other basis of legal liability of the party indemnified or released, or of the party whose liability is limited. Such indemnities, releases, and limitations shall extend to the partners, licensors, subcontractors, vendors and related entities of such party, and all such parties' directors, officers, shareholders, employees, and agents.

7.2 Indemnification. Engineer agrees to defend, indemnify, and hold harmless the Owner, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person, damage or destruction to third-party property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence.

7.3 Employee Claims. Engineer shall indemnify Owner against legal liability for damages arising out of claims by Engineer's employees. Owner shall indemnify Engineer against legal liability for damages arising out of claims by Owner's employees.

7.4 Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, Engineer (including any of its related or affiliated companies) shall not be liable to Owner and Owner expressly waives all claims for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; increased operating costs; and for any special, indirect, incidental, consequential, punitive, or exemplary damages

resulting in any way from the performance or non-performance of the Services whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or other basis of legal liability.

7.5 Limitations of Liability. To the fullest extent permitted by law, Engineer's (including any of its related or affiliated companies) total liability to Owner for all claims, losses, damages, and expenses, whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or any other basis of legal liability, resulting in any way from the performance or non-performance of the Services under any Request for Services shall not exceed the total compensation actually received by Engineer under the applicable Request for Services.

7.6 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason whatsoever, the terms and conditions of this Article shall survive.

ARTICLE 8 – INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000.
- (3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with limits of \$500,000 for each occurrence and in the aggregate.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 per occurrence and in the aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. If Owner purchases, or causes a contractor to purchase, a builders' risk or other property insurance policy for any Project, Owner shall require that Engineer be included as a named insured on such policy without liability for the payment of premiums.

Owner assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of Owner and any items at the job site or in transit thereto (including, but not limited to, construction work in progress), however such loss or damage shall occur, including the fault or negligence of Engineer. Owner shall require its insurers to waive all rights of subrogation against Engineer for claims covered under any property insurance that Owner may carry.

Owner shall require all Project contractors under contract with Owner for any Project to include Owner and Engineer as additional insureds on project contractors' general, automobile, excess, and umbrella liability insurance policies. Further, Owner shall obtain and maintain for the benefit of Engineer the same indemnities (excluding indemnities for professional engineering errors and omissions), waivers of subrogation rights and insurance benefits obtained for the protection of the Owner from any construction contractor working on any Project and shall obtain from that contractor insurance certificates evidencing the required coverages.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with any Project; (2) the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in a Request for Services.

ARTICLE 10 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others not under contract to Engineer, or over the resources provided by others not under contract to Engineer to

meet Project schedules or costs, Engineer's opinion of probable costs and schedules for construction of the Project shall be made solely on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's opinions of probable cost or that actual schedules will not vary from Engineer's projected schedules.

ARTICLE 11 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the applicable Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

Any files delivered in electronic media may not work on systems and software different than those with which they were originally produced. Engineer makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Project specific engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner when Engineer has been compensated for all Services rendered, provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall, however, retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

ARTICLE 13 – TERMINATION

This Agreement or any Request for Services may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of a Request for Services under this Agreement or of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses, including, but not limited to, demobilization, remobilization and cancellation charges. Upon restart of any suspended Request for Services, an equitable adjustment shall be made to Engineer's compensation and time for performance.

ARTICLE 14 - DELAY IN PERFORMANCE

Except for Owner's payment obligation, neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to: unusually severe weather conditions; floods; earthquakes; fire; epidemic, pandemics, diseases, including without limitation COVID-19 and its variants, quarantines, lockdowns, and compliance with any other restrictions required or recommended by governmental authorities related thereto; war, riots, insurrections, foreign or domestic terrorism, demonstrations, mass shootings, and civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; actions and/or inactions of governmental and regulatory authorities; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

Engineer shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

ARTICLE 15 - PRE-EXISTING CONTAMINATION

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall at all times remain with Owner. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the Project site or sites concerned which was not brought onto such site or sites by Engineer for the exclusive benefit of Engineer. Owner shall release, defend, indemnify, and hold Engineer harmless from and against any and all liability which may in any manner arise from or be in any way directly or indirectly caused by such pre-existing contamination except if, and then only to the extent, such liability is caused by Engineer's sole negligence or willful misconduct.

ARTICLE 16 – COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Mr. Jimit Modi, PE, Engineering Manager
Black & Veatch Corporation
18310 Montgomery Village Ave., Suite 750
Gaithersburg, Md 20879
modij@bv.com

Owner: Ms. Nancy Hausrath, PE, Director of Utilities
City of Hagerstown
425 E. Baltimore Street
Hagerstown, MD 21740
nhausrath@hagerstownmd.org

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 – WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 – INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment executed by both parties.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 21 – ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party, except that Engineer may do so to any of its related, affiliated, or successor entities upon written notice to Owner of same. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement effective as of the date first written above.

City of Hagerstown, MD

OWNER

Black & Veatch Corporation

ENGINEER

By: _____

By: _____

Printed Name: _____

Printed Name: Kent A. Lackey, PE

Title: _____

Title: Senior Vice President

Date: _____

Date: November 15, 2021

MASTER AGREEMENT FOR ENGINEERING SERVICES

EXHIBIT A

REQUEST FOR SERVICES

Pursuant to the terms and conditions of the Master Agreement for Engineering Services executed and made effective as of 11/30/2021, by and between City of Hagerstown, MD (“Owner”) and Black & Veatch Corporation (“Engineer”), Owner requests Engineer to perform the following Services and Engineer agrees to do:

Background

The City of Hagerstown (City) has requested Black & Veatch (BV) provide engineering services to review the City’s solids processing operation. BV has served as the Engineer of Record (EOR) for multiple projects for the City, including BNR, ENR, and Effluent Disinfection Improvements; Headworks and primary Treatment Facility Improvements; and Process Optimization Study. BV’s qualifications for the Pelletizer Building Study are included in Attachment A. The City recently upgraded the sludge processing equipment to continue producing Class A biosolids. The upgrade was to replace equipment in-kind; however, there were equipment and feed changes made that could potentially impact the pellet quality. The upgrade was completed in 2020, but Synagro, the City’s Contract Operator, has not been able to continuously produce acceptable quality pellets with the pelletizer since the upgrades.

The City has two (2) years remaining on the current contract with Synagro for the operation of the Pelletizer Building. Synagro has presented the City with a new ten (10) year contract, containing stipulations on the characteristics of the solids feed stream, including minimum TKN and VSS, pH requirement, primary sludge ratio requirement, etc. The City is concerned that Synagro is not considering historical plant data, and relying on their experience across the country to set operating requirements.

Purpose

For this study, BV will review current solids processing operations at the plant and the pelletizer operation to identify potential cause(s) of poor product quality with the objective of identifying solutions that may improve system performance. BV’s review will consider existing pelletizer Operations and

Maintenance (O&M) data, process operations upstream of the pelletizer system and evaluation of pelletizer feed characteristics stipulated in Synagro's operations contract.

A. Scope of Services:

Task 1 – Review current and historic plant and pelletizer operations

BV will review operational data for periods prior to and following the solids upgrade project to identify any changes in the process and solids characteristics. For this review, B&V will evaluate three (3) years of operational data prior to upgrades and any available data after the upgrade was substantially completed.

BV will review the City's contracts with Synagro for stipulations on feed solids characteristics and compare the results against the quality of solids produced from plant's historic and current operations.

Task 2 – Operation Observation

BV will observe operation of the liquid and solids process systems over a three- (3) day period and conduct separate interviews with City and Synagro staff to identify and understand the challenges associated with liquid and solids systems in relation to production of high-quality biosolids pellets.

- Day 1 – Observe startup of dewatering and Pelletizer Building. Walk-through of upstream liquid processes, primary and waste activated sludge take off and blending operation, and solids processing facilities, including chemical feed systems, and interview City staff to identify and document current O&M concerns and any observed changes since the upgrades.
- Day 2 – Observe steady-state operation of the pelletizer and interview Synagro staff to gather and document staff observations and recommendations for process improvements.
- Day 3 – Review documentation regarding repairs, maintenance and operational history of the pelletizer components, preventative work schedules, reports etc. to determine any unplanned equipment downtime due to poor solids characteristics.

Deliverable: A two-hour meeting at the conclusion of day 3 with City staff to review the preliminary findings from the site-visits.

Task 3 – Development of Conceptual Solutions

Observations made by the BV Team and potential solutions to improve pelletizer operation and final product quality will be discussed with the City staff during a biweekly progress meeting. Up to three

(3) preferred solutions will be further developed by BV. The solutions will be presented in marked up PDF drawings where necessary for visualization and an order of magnitude cost estimate (Class 4 estimate) will be generated for the preferred solutions for comparison purposes. Conceptual solutions could include modifications to existing liquid and/or solids systems, such as potential need for anaerobic digestion to ensure more consistent feed to the pelletizer.

Alternatives will be evaluated and information compiled on requirements necessary to make the changes, as well as advantages and disadvantages associated with each, and other criteria that will be set by the project team during the kickoff meeting. Additionally, BV will look at impacts on O&M costs such as chemical and energy as appropriate. If the current chemical (ferric chloride) and injection point is not ideal, a recommendation for a different chemical and injection point may be considered.

Deliverable: The conceptual solutions will be presented to the City in a 2-hour workshop and finalized in a Technical Memorandum (TM) after the workshop. The TM will include findings from the operations review task (Task 1) and a summary of the information gathered from the field (Task 2).

Task 4 – Permit and Contract Operations Review

- BV will conduct a review of the existing Class A permit and the Air Permit to confirm compliance with the existing permit requirements and/or identify the need for any modifications.
- BV will review Synagro's contract requirements against the current and historic operations of the plant and provide recommendations on any revisions required to the current and future parameter stipulations to better accommodate current plant operating conditions. In addition, the review will compare appropriate elements of the contract with industry standards based on a review of other readily available operation contracts for dryer systems.
- BV will evaluate options available to the City for operation of the Pelletizer Building, including the following:
 - Review of continuing contract operations with Synagro, discussion of ramifications of changing contractors or in-house operation of the pelletizer
 - Reach-out to other potential contractors to determine interest and potential range of contract cost

- Work with City's attorney to assess validity of royalty requirements in the City's contract with Synagro

Deliverable: A 2-hour workshop will be conducted to discuss the findings from the permit and contract reviews. Following the workshop, a TM will be prepared summarizing the findings.

Task 5 – Strategic plan

Based on discussions from Task 3 and Task 4 workshops and City's comments on aforementioned TMs, BV will develop a conceptual Strategic Plan that summarizes the work completed to-date and compiles the information into a single document. The Plan will include an executive summary that summarizes potential improvements identified in Task 3, potential modifications for contract modifications contractual or self-operations as defined in Task 4, advantage and disadvantages of the potential improvements, including on O&M costs. The Plan will also include an implementation schedule for the potential improvement's effects. The plan may also include recommendation for additional studies, such as a Headworks Study and procurement process if the City desires to rebid Synagro's contract. The draft Strategic Plan will be reviewed with the City in a meeting. BV will address City's comments and issue a final Strategic Plan compiled of previous TMs.

Deliverable: A strategic plan that incorporates the findings from previous tasks along with recommendations for improvements.

Task 6 – Project Management

BV will perform management and administrative duties associated with the project including project set-up, resource management, progress monitoring, scheduling, trend/change management, general correspondence, project administration, and invoicing. BV will:

- Oversee and coordinate all work activities;
- Review all project deliverables for quality;
- Maintain project schedule and submit monthly as an attachment to the invoice;
- Monitor budget and expenditures.

The study will include an in-person kick-off meeting to discuss project goals, schedules, and tasks.

The study will include biweekly calls for both general study updates as well as technical discussions between the BV and City's staff. Fourteen (14) brief (up to one hour in duration) progress calls will be conducted.

Task 7 – Allowance

If requested by the City, BV will perform additional studies, such as a Headworks Study. The Scope of Work will be defined jointly with the City staff.

Deliverables

- TM No. 1 – Review of operations and findings from the site visit, and Conceptual Solutions Technical Memorandum
 - PDF mark-ups
 - Order of magnitude cost estimate
 - Advantages and disadvantages for each of the identified solutions
 - Review of chemicals used
- TM No. 2 – Review of Synagro’s proposed contract, evaluation of contract operations and self-operation, Class A and Air permit review
- Strategic Plan
 - Finalization of TMs listed above
 - Implementation schedule
 - Finalized TM No.1 and No. 2

B. Compensation:

The Engineer agrees that the total payment for all Owner approved tasks described under this Scope of Services shall not exceed \$218,540 (\$168,540 for the base scope + \$50,000 allowance for further studies). The Engineer agrees that it shall complete all work as specified in the Scope of Services of this task order for no more than the total amount specified in this section unless modified as provided in the subsequent changes to the Scope of Services. The study amount includes direct, indirect, and subcontracted costs (as applicable).

This is a time and materials task order based on the rates provided in the Agreement Exhibit B. Level of effort for this study is included in the Agreement Exhibit C. Materials necessary to complete a request will be reimbursed at cost with a valid receipt.

C. Schedule:

It is anticipated that this work will be performed from December 13, 2021 through June 30, 2022. ENGINEER will develop a detailed schedule following the issue of the Notice to Proceed.

D. Additional Owner's Responsibilities:

The owner shall provide the following:

- Record drawings and specification for previous upgrades
- Current and Proposed Synagro Contracts
- Plant operation data as required

E. Additional Terms Specific to this Request for Services:

Not included in this scope.



BLACK & VEATCH

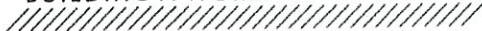
Black & Veatch Corporation
18310 Montgomery Village Ave.
Suite 750, Gaithersburg, MD 20879
P +1 301-556-438 E HannaKM@BV.com

EXHIBIT B HOURLY BILLING RATE SCHEDULE

Compensation for the Services shall be as set forth in the applicable Request for Services and based on the Hourly Billing Rates stated in the schedule below.

HOURLY BILLING RATE SCHEDULE

<u>Position Classification</u>	<u>Bill Rate</u>
Principal	\$450
Client Director	\$300
Project Manager	\$230
Engineering Manager	\$225
Senior Technical Specialist	\$320
Process Specialist	\$265
Senior Engineer	\$180
Project/Process Engineer	\$155
Project Controls	\$130
Finance	\$140
Administration	\$110
CADD Technician	\$135



**ATTACHMENT A -
QUALIFICATIONS FOR
PELLETIZER BUILDING STUDY**

This Request for Services and the above-referenced Agreement constitute the complete understanding of the Parties with respect to the Services specified herein.

IN WITNESS WHEREOF, the Parties have executed this Request for Services, intending to be legally bound.

CITY OF HAGERSTOWN, MD

BLACK & VEATCH CORPORATION

By: _____

By: _____

Printed Name: _____

Printed Name: Kent A. Lackey, PE

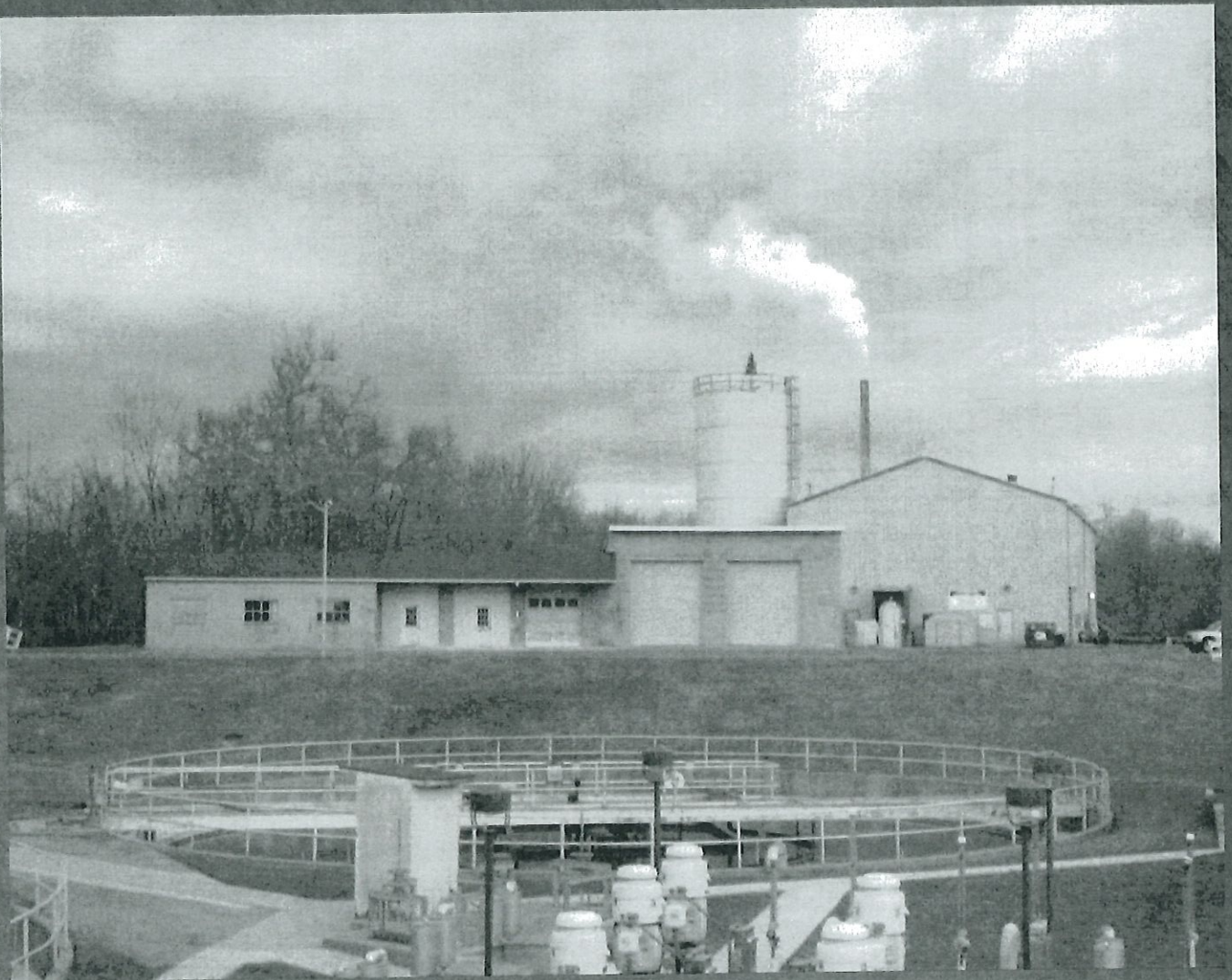
Title: _____

Title: Senior Vice President

Date: _____

Date: _____

CITY OF HAGERSTOWN



AUGUST 13, 2021

QUALIFICATIONS FOR
PELLETIZER BUILDING
STUDY



BLACK & VEATCH

Firm Overview

As demonstrated by our past performance, Black & Veatch has the expertise and local resources to meet the professional engineering needs of the City of Hagerstown.

ABOUT BLACK & VEATCH

Black & Veatch Corporation (Black & Veatch) is a leading global engineering, consulting, and construction company specializing in infrastructure development in the water, energy, telecommunications, management consulting, federal, and environmental markets. Founded in 1915, Black & Veatch develops tailored infrastructure solutions that provide sustainable benefits to utilities. Solutions are provided from the broad line of service expertise available within Black & Veatch, including conceptual and preliminary engineering services, engineering design, procurement, construction, financial management, asset management, program management, construction management, environmental, security design and consulting, management consulting, and infrastructure planning. With over \$3 billion in revenue, Black & Veatch is an employee-owned company with more than 100 offices worldwide and has completed projects in more than 100 countries on six continents.

Deep Bench of Full-Service Professionals

As a full-service engineering and construction firm, we are capable of providing the full range of services necessary for your project. We have a staff of 8,000+ professionals and 1,400+ water professionals. This depth of expertise allows us to ensure a successful project, regardless of obstacles that may be encountered during project execution.

Industry-Leading Expertise in Biosolids Management

With industry-recognized experts and our Biosolids Center of Excellence located here in the DC Metro area, our team is exceptionally qualified in biosolids management and planning, and associated biosolids processing systems. We have a strong record of providing innovative solutions, such as in planning and executing complex projects to make critical infrastructure more resilient and affordable. **The expertise available through our Biosolids Center of Excellence means we can help the City of Hagerstown make smart, cost-effective decisions for the long-term resiliency, reliability and affordability of the Pelletizer Building.**



BLACK & VEATCH

OVERVIEW

11TH

LARGEST
EMPLOYEE-OWNED
COMPANY
IN THE U.S.

8.3K+

GLOBAL
WORKFORCE

7,000+
ACTIVE PROJECTS
WORLD-WIDE

2020



3.0B
REVENUE

100+ YEARS

LEGACY OF
INNOVATION IN
SUSTAINABLE
INFRASTRUCTURE

Project Approach

The City of Hagerstown has requested Black & Veatch to provide engineering and support services to review the City's existing Pelletizer Building operation. Black & Veatch has successfully executed several important projects with the City of Hagerstown, including the Hagerstown WWTP BNR, ENR, and Effluent Disinfection Improvements; Headworks and Primary Treatment Facility Improvements; Process Optimization Study; Wet Weather Treatment Enhancement Improvements; along with many other projects. Black & Veatch will provide solutions that meet the City's needs for system performance by reviewing existing data and process operations and evaluating solids stream characteristics defined in Synagro's operations contract. We will provide recommendations on Pelletizer Building operations and develop an implementation plan with future operations in mind.

Our approach will leverage our in-depth knowledge of your facility and the wastewater industry to develop realistic and appropriate recommendations. We will work with the City of Hagerstown and Synagro to identify and document the operational issues and troubleshoot. Black & Veatch will use a workshop approach to share and exchange information and ideas with the City of Hagerstown staff, and identify plans and recommendations.

Successful thermal drying is dependent on the consistency and characteristics of the feed solids. Changes to solids handling upstream of drying may affect dryer performance, impacting the ability to form a pellet, the density of the pellet, dust production, and other operational issues. Changes in liquid influent characteristics and processing can affect dewatering and ultimately drying.

TECHNICAL APPROACH

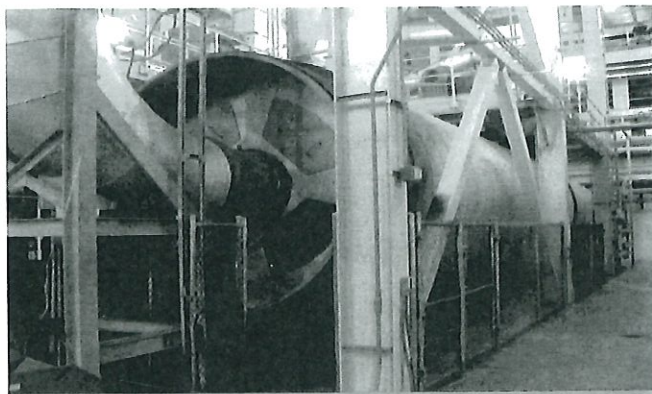
Our team will gather background information on current and past operations, including:

- City operations data for the liquid and solids processing systems
- Facility changes associated with the most recent solids handling upgrade
- Synagro's dryer operations

It is critical that operations information for periods prior to and following the solids upgrade be evaluated to compare and identify changes in the process that may affect dryer performance.

In addition to reviewing operations and design information, we will interview City staff and Synagro staff independently, to understand the challenges associated with solids management and production of a high quality pellet. Synagro's proposed contract requirements will be reviewed prior to meeting with Synagro and will be discussed during the interview, with the objective of understanding how the proposed parameters have changed over time and how they affect pellet formation and marketing.

With the background information in hand, key team members will spend time at the facility observing operations. It is anticipated this would be performed over a three-day period to provide sufficient time to observe all aspects of the liquid and solids processing systems.



TROUBLESHOOTING EXPERIENCE

Nashville, TN

Black & Veatch helped Metro Nashville recover their entire biosolids processing train following severe flooding of the plant. Hari, Neil, and others from our local support team helped bring the thickening, dewatering, digestion, and thermal drying facilities online after being out for several months. We will leverage the lessons learned and experience to provide the City of Hagerstown the troubleshooting and commissioning guidance to operate the Pelletizer Building efficiently and effectively.

Once the site visit is complete, team members will discuss observations and findings from the previous tasks and develop recommendations. Concepts will be developed and ranked based on the team's expectation for potential enhancement of performance of the drying system. It is anticipated that some concepts may improve one area of operation while other concepts will have more overarching effects. The concepts could include changes to facilities, operations, or both.

Previous Experience

Team members Hari Santha and Neil Massart assisted staff at JEA's Buckman WWTP to determine the reason their dryer system was generating excessive quantities of dust, which was affecting throughput capacity as well as creating maintenance and safety issues. Hari and Neil worked with plant staff, examining all aspects of the program including upstream solids processes, sampling protocols for key process variables, and optimization of dryer operations. They were able to determine that the one issue with the greatest impact on the process was the total solids (TS) concentration from centrifuge dewatering and the feed mix concentration to the dryer that impacted the ability to make good pellets. The team identified that the dryer was operating at excessively high dry feed mix concentrations,

resulting in higher concentrations of lighter particulates in the product. To reduce dust loading to the dryers, it was recommended that JEA maintain a slightly wetter feed mix to the dryer. Also, the dewatering system could achieve 28 percent TS consistently, but the dryer operation functioned better at approximately 25 percent TS. This provided for a denser pellet that did not fracture easily, which resulted in lower dust formation throughout the dryer train.

Workshop

A workshop will be held with City staff to discuss the concepts and work through issues associated with implementation. The goal of the workshop will be to develop a prioritized list of concepts identifying the advantages and disadvantages of each, including ease of implementation, impacts on ease of operation and maintenance, impacts on product quality, potential capital costs for any improvements, and impacts on operational costs.

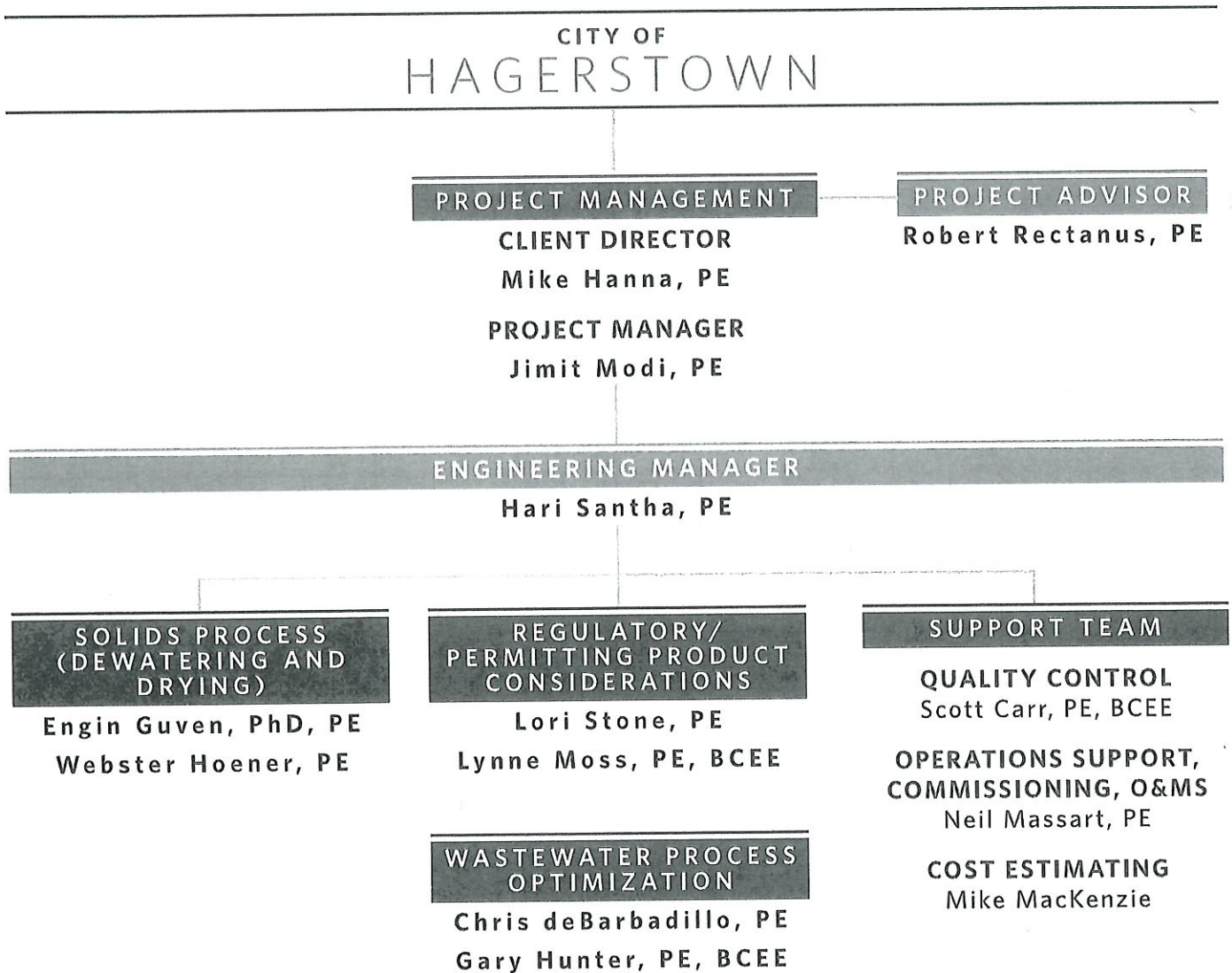
Strategic Plan

In addition to evaluating concepts for enhancing the drying system, our team will evaluate options to continued contract operations with Synagro. Synagro's proposed contract requirements will be evaluated based on our experience as well as publicly available information from similar contracts. Ramifications of changing contractors or self-operation will be considered, including the potential for royalty charges as well as impacts on Class A permitting. Results of this assessment will be discussed with City staff and summarized in the Strategic Plan. Prior to developing a draft Strategic Plan, the team will meet with City staff to discuss recommendations for near-term improvements or changes as well as longer-term improvements and/or changes. The preferred near- and long-term recommendations will be identified with City staff input and documented in the Strategic Plan. Feedback on the draft will be addressed and a final plan will be submitted.

ORGANIZATION CHART

To ensure the long-term reliability and operability of your facilities, the City of Hagerstown wants a consulting team you can trust: a team that has a proven ability to work with your staff and deliver innovative solutions. The core Black & Veatch team is comprised of professionals who know how to work with the City of Hagerstown.

Our team includes key staff from previous work, Bob Rectanus and Mike Hanna, and experienced team members including Project Manager Jimit Modi and Biosolids Process Engineers Hari Santha, Engin Guven, and Webster Hoener, who have experience on similar projects. We have successfully completed projects that include assessment of existing biosolids process, review of contract agreements, operations/troubleshooting guidance for plant optimization, and near- and long-term action plans. Detailed resumes for all team members are included on the following pages.



Mike Hanna, PE

CLIENT DIRECTOR

VALUE & BENEFIT TO PROJECT

- Understanding of the City's priorities and requirements to ensure the right resources are available to complete the project efficiently.

Mr. Hanna serves as Client Director responsible for leading water and wastewater treatment system design teams to ensure resources are available to meet project needs. His project experience includes water supply planning, water treatment and distribution systems, and wastewater treatment and collection systems.

PROJECT EXPERIENCE

City of Hagerstown | Hagerstown Water Pollution Control Plant | Hagerstown, MD

Engineering Manager. Plant improvement project at the Hagerstown Water Pollution Control Plant. Project included the installation of new 10.5 mgd Tertiary Filters including a new 28 mgd future pumping station, refurbishing of the plant Ozone/Oxygen system, and various other plant improvements.

Fairfax County | Professional Wastewater Engineering Services Basic Ordering Agreement (BOA) | Fairfax, VA

Project Director. The Professional Engineering Services BOA is used for tasks related to wastewater treatment at the NCPCP, the wastewater collection system, and other related projects as needed. Task Orders to date included the following: Small diameter sewer replacement/rehabilitation, inspection, design, permitting, public outreach, and construction phase services; jack and bore sewer replacement to address capacity issues; Greenhouse Gas Inventory Update; Solar Demonstration Project; Pumping Station CMAR Support, PER Review and Update, and Alternatives Development; and Pumping Station Condition Assessments and Energy Audits.

Fairfax County | Noman M Cole Pollution Control Plant - Raw Wastewater Pumping Rehabilitation/Replacement Project | Fairfax, VA

Project Manager. Preliminary design study and alternatives evaluation, detailed design and construction phase services for a rehabilitated/replaced 200 mgd raw wastewater pumping system. The project included evaluation of a new grit removal system as well as pumping facilities, and rehabilitation of various other plant facilities including primary effluent equalization system and odor control.

Arlington County | Wastewater Treatment BOA | Arlington County, VA

Project Manager. Variety of task orders including operations support, lock-out, tag-out (LOTO), program review, and improvement. Several task orders focused on the existing biosolids management system including centrifuge dewatering optimization. Developed a comprehensive model of the plant's ENR treatment system.



OFFICE LOCATION

Gaithersburg, MD

EDUCATION

- MS, Environmental Engineering, Virginia Polytechnic Institute and State University, 1993
- BS, Agricultural Engineering, Virginia Polytechnic Institute and State University, 1987

YEARS EXPERIENCE

Total 24 | B&V 22

PROFESSIONAL REGISTRATION

- PE - 1997, VA, #030981
- PE - 2004, MD, #29466

PROFESSIONAL ASSOCIATIONS

- American Water Works Association
- Water Environment Federation
- International Water Association

YEAR CAREER STARTED

1987

YEAR STARTED AT B&V

1999

Medina County | Liverpool WWTP Investment Grade Audit | Medina, OH

IGA Manager. Managed the Investment Grade Audit and preliminary design for an Energy Savings Performance Contract including the construction of a new anaerobic digestion facility, thermal hydrolysis biosolids pretreatment facility, post digestion struvite harvesting, dewatering, high strength waste receiving, combined heat and power electricity generation, aeration process improvements, and off-site HSW processing for a 12 mgd wastewater treatment plant.

Frederick-Winchester Service Authority | Energy Services Performance Contract | Winchester, VA

Project Manager. As a consultant on an Energy Performance Contract team, provided design services for a new Green Energy co-digestion facility to receive organic industrial waste streams, as well as municipal biosolids to produce electricity. The Green Energy facility included anaerobic digestion, waste receiving facilities, and 1.2 MW of power generation capacity. In addition, the project included new aeration blowers and modifications to the aeration system to reduce energy costs, new biosolids thickening and dewatering belt filter press facilities, and numerous other facility improvements. Estimated first year annual savings and new revenue from the total project is \$1,700,000.

Fairfax County | Little Hunting Creek Pump Station Value Engineering | Fairfax County, VA

Project Manager. Project consisted of rehabilitation of existing 21 mgd sewage pumping station. The project, with an estimated construction cost of \$8M, included replacement of the sewage pumps, replacement of interior piping, a new electrical gear line-up, replacement of building HVAC and lighting, and various other structural and architectural improvements. Black & Veatch was hired as part of a Value Engineering team to review the design and provide concepts to reduce the construction cost and/or add value. Recommendations included changes to the proposed pumping system, piping configuration, electrical, structural, and HVAC plan to save an estimated \$3.3M.

Upper Occoquan Service Authority | Energy Conservation Audit | Centreville, VA

Project Manager. As a consultant on an Energy Performance Contract team, provided energy audit, design services, and construction phase services for several projects to reduce energy use and operating expenses at the 54 mgd UOSA advanced wastewater treatment plant. The final project included installation of a combined heat and power cogeneration facility producing 850 KW or electricity from biogas, and installation of new high-efficiency aeration blowers.

Washington Suburban Sanitation Commission | Energy Savings Performance Contract (Contract F) | Laurel, MD

Project Manager. As a consultant on an Energy Performance Contract team, provided energy audit and design services for improvements at the Piscataway WWTP, Parkway WWTP, and Anacostia II Pumping Station. Energy saving improvements included aeration system improvements, aeration blower replacement/augmentation, mixer replacement, pumping improvements, and wastewater treatment process modifications.

Upper Occoquan Service Authority | Building H1 Improvements | Centreville, VA

Project Manager. As a member of a design-build team, provided design services for the replacement of three dewatering frame presses, replacement of electrical and control systems, and complete rehabilitation of the building and supporting systems to ensure 20 additional years of life.

Jimit Modi, PE

PROJECT MANAGER

VALUE & BENEFIT TO PROJECT

- Project manager with a biosolids start-up and commissioning background.
- Ability to work successfully with Owners, project team members, and other stakeholders on complex projects.

Mr. Modi is a civil and environmental engineer with over 13 years of experience in a variety of projects including planning, design, and construction management of water and wastewater treatment facilities, pump stations, and related infrastructure. Jimit's day-to-day activities include leading multi-disciplinary design/construction teams and leading discussions with local client on various BOA contracts.

PROJECT EXPERIENCE

Arlington County | Wastewater Treatment Basic Ordering Agreement (BOA) | Arlington County, Virginia

Task Manager. Led a number of task orders including operations support, lock-out, tag-out (LOTO), program review, and improvement. Several task orders focused on the existing biosolids management system including centrifuge dewatering optimization. Developed a comprehensive model of the plant's ENR treatment system.

City of Atlanta, GA | R.M. Clayton WRRF Biosolids Upgrade | Atlanta, GA

Project Manager. Lead engineer for design and construction of a \$77M project. Project included implementation of a water distribution pumping efficiency control system, construction of an 84 dry ton per day biosolids dryer with associated appurtenances, and replacement of the UV disinfection system with more efficient equipment. Developed plans and coordinated dryer and UV system start-up and commissioning, performance testing, troubleshooting, and process SOPs.

DC Water | Filtrate Treatment Facility - Blue Plains AWTP | Washington, DC

Project Manager. Provided design and construction services for Filtrate Treatment Facility project including the design of six sequencing batch reactor basins for nitrification/denitrification nitrogen removal from high strength ammonia filtrate generated from dewatering of thermal hydrolysis conditioned, anaerobically digested sludge from the 370 mgd Blue Plains Advanced Wastewater Treatment Plant.



OFFICE LOCATION

Gaithersburg, MD

EDUCATION

- BS, Environmental Engineering, Water & Wastewater and Chemistry, University of Delaware, 2008

YEARS EXPERIENCE

13

PROFESSIONAL REGISTRATION

- PE - 2021, District of Columbia, #PE40000006
- PE - 2021, VA, #0402063643
- PE, 2021, MD, #57579
- PE - 2014, DE, #18831

PROFESSIONAL ASSOCIATIONS

- Engineers Without Borders

YEAR CAREER STARTED

2008

YEAR STARTED AT B&V

2008, 2021

Washington Suburban Sanitary Commission |
Business Case Evaluation BOA | Laurel, MD

Engineering Manager. Technical lead on multiple task orders for WSSC's Asset Management Office for the business case evaluation of capital improvement proposals, and evaluating alternatives, based on lifecycle costs and risk reduction. Key business case evaluations included: Western Branch WRRF Denitrification Upgrades, Parkway WWRF - Electrical Upgrades, Western Branch WWRF Main Substation, and Substation No. 6 Replacement.

Upper Occoquan Service Authority | Energy
Services Contract (ESCO) | Centreville, VA

Engineering Manager. Provided evaluation and preliminary design for several projects to reduce energy use and operating expenses at the Town of Leesburg water and wastewater treatment plants. Project included a combined heat and power facility using digester gas, aeration blower improvements, and various pumping improvements.

AlexRenew | Basic Ordering Agreement |
Alexandria, VA

Project Engineer. Provided engineering services for mechanical and process designs for various biosolids unit processes, including thickened sludge mixing and prepasteurization heat exchangers. Tasks included structural inspection of primary sludge gravity thickener.

Two Bridges Sewer Authority (TBSA) | Wastewater
Treatment Plant Improvements | Lincoln, NJ

Engineering Manager. Designed a Headworks Facility that included two raw wastewater screens, two grit removal equipment, and demolition of existing grit equipment for the existing 7 mgd TBSA WWTP. The project also included replacement of all existing slide gates in the existing Grit Structure. Renovations to the existing grit channels included structural surface and crack repairs. Responsibilities included the development of system curves for pressurized flow, selection of pumps, mechanical equipment, layout of equipment and pipelines, and coordination with other team members. The construction cost was over \$17 million.

Borough of Carlisle | Biological Nutrient Removal
Project | Carlisle, PA

Project Engineer. Design of the conversion of an existing 7 mgd wastewater treatment plant to nutrient removal treatment. The project included conversion of existing aeration tanks to 5-stage BNR treatment, installation of new filters, and various other plant upgrades.

DC Water | Secondary Treatment Upgrades,
Enhanced Nitrogen Removal - North |
Washington, DC

Project Engineer. Provided design and construction services for modifications and upgrades to the Secondary Reactors at the Blue Plains Advanced Wastewater Treatment Plant, including new diffusers, foam and scum control improvements, hydraulic improvements, and upgrades to the secondary blowers and RAS pumping systems.

Washington Suburban Sanitary Commission
(WSSC) | Septage and FOG Discharge Facilities |
Washington, DC

Engineering Manager. The Septage and FOG Discharge Facilities project included the design of two Septage and FOG Discharge Facilities and one Septage Discharge Facility located throughout the WSSC service area. Responsibilities included evaluation of different Septage and FOG equipment and coordinating design requirements with the Client and different disciplines. The anticipated construction cost is over \$15 million.

Sacramento Regional County Sanitation District |
CAB Project | Sacramento, CA

Engineering Manager. The Sacramento Regional County Sanitation District has embarked upon the EchoWater Project to meet new standards for discharge to the Sacramento River and for possible reuse as recycled water. One of the major support components of the EchoWater project is the Channel Aeration Blower Replacement (CAB) to replace the existing inefficient blower equipment and delivery system with a more energy efficient and reliable system. Developed design plans for the blower equipment, pipe routing, and CM services.

Hari Santha, PE

ENGINEERING MANAGER

VALUE & BENEFIT TO PROJECT

- Experience with challenging operations, troubleshooting, and start-up of multiple biosolids facilities.

Mr. Santha is a senior process specialist in the Water Group, specializing in process design for wastewater and biosolids treatment facilities and technology evaluation for energy optimization and recovery from biosolids. Hari assists in developing strategic solids and resource recovery master plans for multi-plant utilities, with emphasis on sustainable practices through resource recovery from solids processing. He also provides start-up, commissioning, and operations assistance for water resource recovery facilities.

PROJECT EXPERIENCE

Alexandria Renew Enterprises | Pre-pasteurization System Optimization | Alexandria, VA

Process Manager. Worked with Operations and Maintenance staff at AlexRenew's Water Resource Recovery Facility to optimize operations of a pasteurization system to limit disruptions to the system batching sequence and the feeding schedule to anaerobic digesters. The system was optimized by adjusting the feed solids concentration to the pasteurization unit, recalibrating the flow meters, and reprogramming a hot water valves in the heating system loop.

Biosolids Pelletizer Facility Assessment | Ashbridges Bay Treatment Plant | Toronto, Canada

Process Manager. Performed a detailed investigation of the major mechanical sub-systems of the Pelletizer Facility, including a detailed review of documentation regarding operations, maintenance, and repairs, and historical data analysis and comparison to expected design performance to identify bottlenecks. Several recommendations were made to increase dryer throughput, reduce odor concerns at the facility, and to enhance process monitoring systems for improved safety of the major dryer system components.

Hampton Roads Sanitation District | Biosolids Resource Recovery Master Plan | Virginia Beach, VA

Process Engineer. Developed strategic solids and resource recovery master plan for the multi-plant utility. Emphasized sustainable practices through resource recovery from solids processing and incorporated a systems approach, evaluated the multiple plants as a whole and provided an effective solids management strategy for the future.



OFFICE LOCATION

Arlington, VA

EDUCATION

- MS, Environmental Engineering, Iowa State University, 2002
- Masters Certificate, Project Management, Georgetown University, 2018
- BS, Chemical Engineering, University of Bombay, India, 1996
- BS, Chemistry, MG University, India, 1993

YEARS EXPERIENCE

Total 25 | B&V 19

PROFESSIONAL REGISTRATION

- PE - 2007, IA, #18206
- Board Certified Environmental Engineer - 2019

PROFESSIONAL ASSOCIATIONS

- Water Environmental Federation

YEAR CAREER STARTED

1996

YEAR STARTED AT B&V

2002

Great Lakes Water Authority | Thermal Drying System Commissioning and Start-up | Detroit, MI

Process Manager. Managed process components of a 440 dry tons per day thermal dryer facility, including coordination of vendor specifications for equipment and material procurement, factory acceptance testing of control systems and other major pieces of equipment. Worked with NEFCO's O&M team to hire and train new operations personnel for the new facility and led the start-up, commissioning, and performance testing activities to demonstrate performance compliance. Several design modifications had to be made following start-up to meet the required throughput, capture, and emissions standards.

St. Louis Metropolitan Sewer District | Biosolids Master Plan, Phase II | St. Louis, MO

Process Engineer. Developed facility-wide solids handling master plan for the District. In addition to plans specific to individual treatment facilities, analyzed the feasibility of a regional solids facility for processing solids from the District's five treatment plants at a central location. Performed triple bottom line (TBL) analysis on the selected alternatives and developed a phased-implementation plan that provided flexibility for incorporating varying regulatory, economic, social, and environmental conditions that could alter the District's future considerations and priorities.

Louisville and Jefferson County Metropolitan Sewer District | Start-up & Commissioning of Solids Processing Facilities - Morris Forman WWTP | Louisville, KY

Commissioning Engineer. Assisted in commissioning new solids processing facilities, including anaerobic digestion, dewatering, and thermal drying. Start-up activities included developing materials balance for the plant, developing wasting protocols from the clarifiers to ensure consistent loading to the digesters, and establishing operating parameters and sampling protocols for the new systems. Provided assistance in performance testing the new systems to demonstrate system capability for meeting the required performance standards.

South Valley Water Reclamation Facility | Biosolids Feasibility Study | Salt Lake City, UT

Process Engineer. Evaluated rotary drum dryers (direct dryer) and indirect dryers for producing a high quality end product for beneficial use at the 60-121 million liters per day (MLD) Facility. Drying alternatives were developed based on maintaining the existing thickening, storage, dewatering, and truck loading facilities. Mass balances, preliminary design criteria, capital and annual operating costs, and site and facility layouts were developed for each of the alternatives.

Performance Testing of Solids Processing Facilities | Dublin Bay Wastewater Treatment Works - Dublin City Council | Dublin, Ireland

Commissioning Engineer. Assisted in performance and acceptance testing of new Cambi thermal hydrolysis, anaerobic digestion, centrifuge dewatering, and thermal drying facilities at the 946 MLD Ringsend Wastewater Treatment Works to demonstrate the capability and reliability of the sludge treatment system to meet the process treatment requirements as proposed in the design. One of the critical considerations of the performance tests was to demonstrate the ability of the thermal dryer to process varying sludge blends and to achieve the required final product criteria. Other activities included operator training, developing optimum operating ranges for the various process parameters, and developing sampling protocols for the dewatering and drying systems.

Nashville Water Services | Flood Recovery Project | Nashville, TN

Process and Operations Specialist. Assisted in the flood recovery efforts for restarting the biosolids processing facilities. Biosolids facilities included dissolved air flotation thickening, anaerobic digestion, centrifuge dewatering, and thermal drying. Provided operations support, developed startup plans, and assisted in start-up and commissioning activities.

Robert Rectanus, PE

PROJECT ADVISOR

VALUE & BENEFIT TO PROJECT

- With over 20 years of experience working with the City of Hagerstown, Robert will bring unique insight to plant operations.

Mr. Rectanus has been responsible for many projects dealing with municipal and industrial wastewater treatment, water supply and treatment, and sludge processing and disposal. His responsibilities have included project management, process engineering, engineering studies, long-range facilities planning, conceptual and detailed design, preparation of construction drawings and specifications, construction contract administration, O&M manual preparation, and process start-up and troubleshooting.

PROJECT EXPERIENCE

City of Hagerstown | Enhanced Nutrient Removal and Effluent Disinfection Improvements | Hagerstown, MD

Project Manager. Managed the design and construction management for new denitrification filters, new UV effluent disinfection facilities, a new oxygen injection effluent aeration system, and other plant improvements for the 10.5 mgd Hagerstown WWTP. The design of the denitrification filters was based on extensive pilot testing of up-flow continuous backwash filter technology used in conjunction with a multi-parameter on-line nutrient analyzer for controlling methanol and ferric chloride feed rates for denitrification and phosphorus removal to comply with annual effluent TN and TP discharge limits of 3 mg/L and 0.3 mg/l, respectively.

City of Hagerstown | Hagerstown WWTP Enhanced Nutrient Removal Study | Hagerstown, MD

Project Manager. Prepared an engineering study to evaluate alternatives for upgrading existing treatment processes to "limits of technology" nitrogen and phosphorus removal, including pilot testing of upflow continuous backwash filters for effluent denitrification and phosphorus removal polishing for the current BNR modified high purity oxygen activated sludge process.

City of Hagerstown | Wet Weather Treatment Enhancement Improvement, Water and Sewer Dept. | Hagerstown, MD

Project Manager. Managed preliminary and detailed design and construction phase engineering services to expand wet weather treatment capacity for the Hagerstown WWTP. Improvements included a new final clarifier and associated sludge pumping, an internal flow diversion pipeline to blend excess wet weather primary effluent flow with secondary effluent prior to filtration and disinfection, replacement of existing effluent filter feed pumps with a peak flow capacity of 33 mgd, a new plant drain pump station, and other plant rehabilitation work.



OFFICE LOCATION

Retired - Gaithersburg, MD

EDUCATION

- BS, Environmental Engineering, Purdue University, 1973
- Graduate Course Work, Civil Engineering, University of Kansas, 1975-1982

YEARS EXPERIENCE

48

PROFESSIONAL REGISTRATION

- PE - 1997, MD, #22929, Retired

PROFESSIONAL ASSOCIATIONS

- Water Environment Federation
- International Water Association

YEAR CAREER STARTED

1973

YEAR STARTED AT B&V

1973

Engin Guven, PhD, PE

SOLIDS PROCESS

VALUE & BENEFIT TO PROJECT

- National leader in biosolids management with hands-on experience of thickening and dewatering processes.

Dr. Guven is an environmental engineer experienced in wastewater treatment processes with 15 years of experience in research and consulting. He has focused his career on biosolids management including master planning, process design, construction, and commissioning. His recent work encompasses solids process energy and mass balance development, anaerobic digestion improvements and thermal hydrolysis pretreatment (THP) implementation.

PROJECT EXPERIENCE

Arlington County | Dewatering Process O&M Support and Reliability Evaluation | Arlington, VA

Process Engineer. Reviewed O&M documents and historical data on the existing centrifuges that are more than 22 years old in order to determine the reliability of the dewatering process. Evaluated mixing alternatives for sludge holding tanks and online solids analyzers to achieve consistent feed to the centrifuges.

Pinellas County Utilities | Biosolids Master Plan | Pinellas County, FL

Process Engineer. Developed mass balances, process and equipment sizing, and economic models in order to evaluate four process train alternatives for County's future biosolids management strategy. The alternatives included rehabilitating existing drum dryer facility, installing WAS-only THP at South Cross Bayou WRF, constructing a new regional dryer facility in collaboration with the other utilities in the region.

Winston-Salem/Forsyth County Utilities Commission | Archie Elledge and Muddy Creek WWTP Facilities Master Plan | Winston-Salem, NC

Process Engineer. Evaluated the capacity and assessed the condition of the solids treatment processes at Archie Elledge WWTP and Muddy Creek WWTP that include thickening, anaerobic digestion, dewatering, and thermal drum drying systems. Prepared a report to summarize the findings and rank each piece of equipment based on their Probability of Failure and Criticality of Failure rates to identify necessary and critical rehabilitation projects for the Owner to include in their Capital Improvement Plan.

Medina County Sanitary Engineering Department | Liverpool WWTP Improvement and Efficiency Project; Medina, OH

Process Engineer. Solids improvements at the Liverpool WWTP that includes addition of a new THP system and anaerobic digesters to process wastewater sludge and food waste. The project also included decommissioning an existing Zimpro process, adding new waste receiving and combined heat and power facilities to generate power on site, new biosolids dewatering facilities, side stream treatment, and other facility improvements. Provided on-call help to the MCSE as they commission their new solids processes.



OFFICE LOCATION
Gaithersburg, MD

EDUCATION

- PhD, Civil and Environmental Engineering, Marquette University, 2004
- MS, Civil and Environmental Engineering, Marquette University, 2001
- MS, Environmental Engineering, Middle East Technical University, 1999
- BS, Environmental Engineering, Middle East Technical University, 1997

YEARS EXPERIENCE
17

PROFESSIONAL REGISTRATION

- PE - 2012, VA, #050125

PROFESSIONAL ASSOCIATIONS

- Water Environment Federation (WEF)
- Virginia WEA
- Chesapeake WEA

YEAR CAREER STARTED
2004

YEAR STARTED AT B&V
2016

Webster Hoener, PE

SOLIDS PROCESS

VALUE & BENEFIT TO PROJECT

- Experience with assessment of existing processes and expertise with thermal processing and digestion technologies.

Mr. Hoener has led project design efforts for biosolids processing facilities, including dryer, incineration, and digestion facilities. His expertise includes design of mechanical process equipment for wastewater facilities, including sludge drying systems, sludge incinerators, emission control equipment, anaerobic digester systems, and sludge thickening and dewatering equipment.

PROJECT EXPERIENCE

JEA | Buckman Biosolids | Jacksonville, FL

Mechanical Engineer. Coordinated the engineering design for installation of a 60 dry tons per day rotary drum sludge dryer for municipal sewage. Also, led engineering design for digestion complex, including sludge heating and mixing systems, digester gas piping and equipment, sludge transfer system, and gas storage membrane cover.

Louisville and Jefferson County MSD | Alternative Solids Project | Louisville, KY

Project Engineer. Directed the design and coordinated engineering disciplines for installation of four 75 dry tons per day rotary drum dryers for design-build project. Project included installation of high-solids centrifuges and refurbishment of digester tanks and auxiliary systems. Project won the National Design Build Award in Water Projects over \$15 million category.

Encina Wastewater Authority | Drying Safety Project | Carlsbad, CA |

Engineering Manager. Evaluated dryer and pellet storage safety issues and designed upgrades to enhance safety and material handling.

Milwaukee MSD | Jones Island WRF Sludge Cake Conveyors Project | Milwaukee, WI

Project Manager. Directed the design for replacement of 12 sludge cake conveyors and process control improvements for 220 dry ton per day drying facility.

City of Brentwood | WWTP Expansion Phase II | Brentwood, CA

Process Specialist. Led technical effort for 14-dry tons per day WAS paddle dryer.

Little Blue Valley Sewer District | Atherton Phase III Improvements | Independence, MO

Process Specialist. Led technical effort for pollution control upgrades, including SNCR, WESP, and GAC systems, for 66 dry tons per day fluid bed incinerator.



OFFICE LOCATION
Chicago, IL

EDUCATION
■ BS, Mechanical Engineering,
University of Missouri-
Columbia, 1992

YEARS EXPERIENCE
29

PROFESSIONAL
REGISTRATION
■ PE - 1997, MO, #028518
■ PE - 2012, TX, #112153

PROFESSIONAL
ASSOCIATIONS
■ Water Environmental Federation

YEAR CAREER STARTED
1992

YEAR STARTED AT B&V
1992

Lori Stone, PE

REGULATORY/PERMITTING PRODUCT CONSIDERATIONS

VALUE & BENEFIT TO PROJECT

- Biosolids technology expertise combined with knowledge of Northeast and Mid-Atlantic issues associated with local and regional regulations.

Ms. Stone has over 30 years of technical and management experience in the environmental engineering field, with a specialty in biosolids management, treatment, and produce use. She has served as global technology leader for CH2M Hill and Black & Veatch. Lori has a long track record of developing biosolids master plans and has worked closely with large utilities on complex projects. Lori served as the National Biosolids Partnership EMS Director assisting utilities nationwide to incorporate best management practices into their organizational goals and processes.

PROJECT EXPERIENCE

Metropolitan Washington Council of Governments | DC Regional Biosolids Assessment | Washington, DC

Project Manager. Developed a framework for regional collaboration among eight WRRFs in the DC region to share processing capacity in emergency situations. Biosolids processes and products ranged from incineration, Class A and B agricultural land application, to dried pellets and Class A-EQ soil products.

Arlington County, VA | Solids Master Plan | Arlington, VA

Core Biosolids Team Member. Conducted evaluation of near-term and long-term solids management technology solutions for the upgrade of the Arlington County Water Pollution Control Plant.

Fairfax County, VA | Biosolids Management Study Peer Review | Fairfax, VA

Biosolids Expert. Participated with a team of biosolids management experts to conduct a peer review of the Biosolids Study prepared by Parsons Water for the NMCCP. A review of the evaluation process and nine shortlisted options was conducted, with a summary presentation and report provided to County personnel.

Hampton Roads Sanitation District | Biosolids Resource Recovery Master Plan | VA

Project Manager. Conducted a system-wide assessment of biosolids resource recovery alternatives for a multi-plant utility to address changes in biosolids reuse/disposal and incineration regulations, public perception, and a heightened awareness of the need for improved management of energy resources and sustainability in wastewater treatment and solids management operations. Additional consulting services to develop an implementation and optimization of existing incineration system were completed to comply with the federal SSI MACT standards.



OFFICE LOCATION

Arlington, VA

EDUCATION

- Career Switcher Teaching Program, Old Dominion University, Northern Virginia Campus, 2003
- MS, Environmental Engineering, Virginia Polytechnic Institute and State University, 1989
- BS, Civil Engineering, Minor in Geology, Virginia Polytechnic Institute and State University, 1986

YEARS EXPERIENCE

32

PROFESSIONAL REGISTRATION

- PE - 1996, VA, #026630
- VA SWaM/DBE #705894

PROFESSIONAL ASSOCIATIONS

- Chesapeake Water Environment Association
- National Biosolids Partnership
- Virginia Water Environment Association
- Water Environment Federation

YEAR CAREER STARTED

1989

YEAR STARTED AT B&V

1991-1996, 2008-2013,
2020-Present

Lynne Moss, PE, BCEE

REGULATORY/PERMITTING PRODUCT CONSIDERATIONS

VALUE & BENEFIT TO PROJECT

- Biosolids planning expertise, focusing on regulations and market-driven strategies, combined with odor control expertise founded on target-based, operator-friendly solutions.

Ms. Moss has spent her career delivering biosolids planning and project solutions to utilities across the country, having led more than 45 biosolids studies and master plans. In addition to her project work, she is an active member of WEF and has authored WEF guidance documents for both solids and odor planning.

PROJECT EXPERIENCE

City of San Bernardino Water Department | Digester B Replacement & Biosolids Strategic Plan | San Bernardino, CA

Regulatory and Market Assessment Lead. Performed a regulatory analysis for biosolids end use and performed a detailed assessment of biosolids outlets. Focused on trends that might impact biosolids land application in the future, especially California's approach to PFAS control. The market assessment included both an estimate of potential market size and interviews with market gatekeepers to identify market preferences. This latter effort supported technology selection.

Greene County | S19-4 Southwest Ohio Regional Biosolids Collaborative Strategies Development | Xenia, OH

Technical Lead. Project focused on the development of a resilient approach to regional biosolids management and involved four southwestern Ohio counties. Assessed regulatory trends and potential markets for biosolids that might be generated by the regional facility, and supported technology screening, and the development and implementation of a quadruple bottom line analysis.

Mount Pleasant Waterworks | Biosolids Technologies and Disposal Outlets Study | Charleston, SC

Technical Lead. Provided regulatory and high-level market reviews to identify constraints and biosolids beneficial use opportunities for a small utility facing increased landfilling costs. Focused on trends (including PFAS controls) and incorporated a review of the utility's biosolids PFAS data. Identified suitable technologies, evaluated alternatives, and identified solids management risks.

Gwinnett County Department of Water Resources | Biosolids Master Plan | Lawrenceville, GA

Regulatory and Market Assessment Lead. Performed a regulatory review, focusing on both existing rules and regulatory trends that might impact the County's plan to transition from landfilling to beneficial use of a heat-dried biosolids product. Performed a comprehensive market survey to define market preferences, and prepared demand estimates for each target market considered. Recommended an initial reliance on agriculture parks/recreation as biosolids outlets, with a subsequent focus on the development of a silviculture market.



OFFICE LOCATION
Gaithersburg, MD

EDUCATION
■ B.S. Civil Engineering, University of Texas, 1982

YEARS EXPERIENCE
38

PROFESSIONAL REGISTRATION
■ PE - 1991, TX, #71880

PROFESSIONAL ASSOCIATIONS
■ W4170 USDA Research Committee (biosolids focus)
■ WEF

- Past Chair, Residuals and Biosolids Committee (RBC)
- Member, Odor and Air Quality Committee
- Member PFAS Task Force
- Water Environment Association of Texas (WEAT)
- Past Chair, Biosolids Management Committee

YEAR CAREER STARTED
1983

YEAR STARTED AT B&V
2015

Chris deBarbadillo, PE

WASTEWATER PROCESS OPTIMIZATION

Ms. deBarbadillo has 32 years of experience in the wastewater treatment field. As a plant optimization specialist, Chris is responsible for planning and development of strategies to enhance delivery, operations, and management of advanced treatment processes with an emphasis on successful transitioning from concept stage to implementation and operations. She has also served in several roles including process engineering, design, and operations. She has performed detailed assessments for over fifty wastewater treatment facilities to optimize performance and develop upgrade and expansion strategies, with many of them focusing on nitrogen and phosphorus removal to very low levels. Most recently, she worked for nine years at a major Utility where she focused on commissioning, operations training, and optimization of advanced biosolids and sidestream deammonification processes as well as R&D efforts oriented toward next-generation process improvements.

PROJECT EXPERIENCE

City of Hagerstown, MD | Hagerstown WWTP HPOAS and Nutrient Removal Upgrades | Hagerstown, MD

Process Engineer. Developed and evaluated alternatives for upgrading the existing High Purity Oxygen Activated Sludge system to meet enhanced nutrient removal limits for discharge to the Chesapeake Bay watershed. Included upgrades to the existing HPOAS system as well as a concept level design to consider a new 5-stage BNR facility on a separate plant site. Led pilot testing of upflow continuous backwash filters for tertiary denitrification and phosphorus removal to meet limits of 3 and 0.3 mg/L total nitrogen and total phosphorus, respectively.

DC Water | Biosolids Program Commissioning and Operation | Washington, DC

Senior Process Engineer. Process engineering and operations liaison for the Biosolids Program at Blue Plains AWWTP which consisted of solids screening, pre-dewatering, thermal hydrolysis, anaerobic digestion, and belt filter press dewatering. Provided coordination and oversight for all commissioning related activities as the new facilities from multiple construction contracts were integrated into the existing operation, including functional testing of new systems, operator training, sampling and analysis plans, and operation and monitoring of new processes during commissioning. Coordinated existing solids operation with the new processes during transition and provided system training.

Winston-Salem | Elledge and Muddy Creek WWTPs Class A Residuals Project | Winston-Salem, NC

Process Engineer. Assisted with assessment of anaerobic digester operations changes and centrate management as part of the design of combined thermal sludge drying facility at the Elledge WWTP.



OFFICE LOCATION

Gaithersburg, MD

EDUCATION

- MS, Environmental Engineering, University of Maryland, 1994
- BS, Civil Engineering, University of Delaware, 1988

YEARS EXPERIENCE

32

PROFESSIONAL REGISTRATION

- PE - 1994, DE, #9643
- ABC Class IV Wastewater Operator, 2014

PROFESSIONAL ASSOCIATIONS

- Water Environment Federation
- International Water Association

YEAR CAREER STARTED

1989

YEAR STARTED AT B&V

1999, 2021

Gary Hunter, PE, BCEE

WASTEWATER PROCESS OPTIMIZATION

As a staff specialist assigned to Black & Veatch's Wastewater Treatment Technology and serves as a process optimization specialist, Mr. Hunter has developed experience in a variety of areas. He has been involved in pilot plant operations, conceptual design development, system performance evaluations, development of field sampling programs, and equipment testing for both municipal and industrial projects.

PROJECT EXPERIENCE

City of St. Hagerstown | Process Optimization Study | Hagerstown, MD

Process Optimization Specialist. Provided a process engineering review of the biological nutrient process at the Hagerstown WWTP. Reviewed data to determine performance of the treatment plant. Evaluated implementation of fermentation process to improve phosphorus removal at the plant. Developed testing and demonstration plan for plant to collect data for implementation of fermentation at the treatment plant.

City of St. Joseph | Industrial User Support | St. Joseph, MO

Senior Process Engineer. Supervised pilot demonstration study of an annamox pilot facility for treatment of wastewater from a pork processing plant and tannery. Assisted vendor related to installation and operation of the pilot. Reviewed data relative to operation of the pilot facility. Developed conceptual design of multiple annamox systems including AnitaMox, DEMON and other to develop CAPEX and OPEX for each alternative. Prepared presentation regarding results.

WSSC | Parkway WWTP Fermentation Demonstration Study | Laurel, MD

Senior Process Engineer. Supervised pilot demonstration study of a full-scale fermentation pilot facility using RAS. Assisted in the design of the fermentation process including sensor control installation. Oversaw operation of the fermentation over nine months. Assisted plant staff in operating protocol during winter and summer seasons. Assisted plant staff in the development of computer model to simulate performance of the fermenter.

Renewable Water Resources | Mauldin Road and Lower Reedy Creek WWTP Bench Scale Fermentation Demonstration Study | Greenville, SC

Senior Process Engineer. Supervised bench scale pilot demonstration study using RAS, primary sludge, anaerobic zone MLSS, and combination of primary and MLSS. Coordinated laboratory testing with Owner staff. Oversaw operation of the fermentation study over 9 months. Assisted in the development of kinetic rates from the test data. Prepared summary report discussing the findings of the study.



OFFICE LOCATION

Greenville, SC

EDUCATION

- PhD Studies, Clemson University
- MS, Civil Engineering, Brigham Young University, 1985
- BS, Civil Engineering, Brigham Young University, 1984
- AA, Engineering, Ricks College, 1978

YEARS EXPERIENCE

36

PROFESSIONAL REGISTRATION

- PE - 1991, KS, #12244
- Board Certified Environmental Engineer - 2009, 09-20034
- ENVSP - 2014

PROFESSIONAL ASSOCIATIONS

- American Society of Civil Engineers
- IUVA Executive Operating Committee
- Water Environmental Federation Disinfection and Public Health Committee
- Water Environmental Federation

YEAR CAREER STARTED

1985

YEAR STARTED AT B&V

1985

Scott Carr, PE, BCEE

QUALITY CONTROL

Mr. Carr leads Black & Veatch's Global Practice and Technology group with experience focused on residuals management. He has participated in the preparation of several WEF sponsored documents including *Charting the Future of Biosolids Management, Enabling the Future: Advancing Resource Recovery in Biosolids*, and *Accelerating Resource Recovery: Biosolids Innovations and Opportunities*. He served as the lead author rewriting of the thermal drying section in the WEF MOP8 *Wastewater Process Design Manual* revision. He authored the Emerging Technologies chapter for EPA's *Sludge Processing Manual*. Scott also led the Dryer Taskforce for the WEF RBC Bioenergy Subcommittee.

PROJECT EXPERIENCE

Rogers Water Utilities (RWU) | Thermal Dryer Preliminary Design | Rogers, AR

Technical Director. RWU engaged the team of Hawkins-Weir/Black & Veatch to evaluate options for replacing the existing thermal screw dryer. The evaluation is ongoing and included a screening of different drying technologies to identify the preferred system to be used for the development of a 15-percent design concept. RWU plans to engage a contractor as part of a CMAR process once the concept is developed. Technologies evaluated include belt, paddle, rotary drum, fluid bed, and multi-tray systems.

Gwinnett County Department of Water Resources | Biosolids Master Plan and Preliminary Design | Lawrenceville, GA

Technical Advisor. Assisted the County with the development of a biosolids master plan that will address management for the County's three wastewater treatment facilities. The County currently landfills all solids, but recent issues with landfilling in Georgia have driven up costs, making the practice no longer economically viable for the long-term. Conducted a detailed market analysis to help identify the type of product and affiliated treatment technology to evaluate. Completed the market assessment and developed and evaluating regional management alternatives. The preferred plan is based on thermal drying and producing a high quality pellet for marketing. Currently developing preliminary design criteria for the solids upgrade, which will include improvements or expansion to dewatering, digestion, and thermal drying.

City of Atlanta | Owner's Engineer for ESCO Implementation of Biosolids Processing Facilities | Atlanta, GA

Biosolids Process Engineer. The City of Atlanta is upgrading biosolids processing facilities at two of wastewater treatment facilities (R.M. Clayton WRC and the South River WRC). These facilities include the addition of new dewatering and thermal drying at the R.M. Clayton facility and upgrades to thickening, digestion, and dewatering facilities at the South River facility. Black & Veatch is serving as the Owner's Engineer, reviewing submittals from the ESCO firms for City consideration. Serving as a biosolids process engineer reviewing proposed equipment and facilities layouts as well as shop drawing submittals.



OFFICE LOCATION Kansas City, MO

EDUCATION

- MS, Environmental Systems Engineering, Clemson University, 1985
- BS, Agricultural Engineering, Auburn University, 1983

YEARS EXPERIENCE 36

PROFESSIONAL REGISTRATION

- PE - 2009, IA, #19206
- PE - 2008, KS, #20243
- PE - 2008, MO, #2008031312
- PE - 1994, NC, #20503
- PE - 1989, MA, SA #34345

PROFESSIONAL ASSOCIATIONS

- Water Environment Federation

YEAR CAREER STARTED 1985

YEAR STARTED AT B&V 1985-2006, 2015-Present

Neil Massart, PE

OPERATION SUPPORT, COMMISSIONING, O&M

Mr. Massart has been involved in numerous projects with Black & Veatch. Projects include process design, odor control systems, chemical feed system design, start-up, commissioning, operations, and system evaluations at various wastewater facilities.

PROJECT EXPERIENCE

Johnson County Water | Tomahawk Creek Wastewater Treatment Plant | Leawood, Kansas

Commissioning Manager. Provided start-up, training, and commissioning support to an 18 mgd liquid and biosolids facility. The greenfield facility consists of influent pump station, headworks, biological nutrient removal (nitrogen and phosphorus) for liquid treatment, sidestream RAS fermenter, wet weather treatment, tertiary filters, UV disinfection, thickening/dewatering centrifuges, mesophilic anaerobic digestion, and sidestream treatment.

Irvine Ranch Water District | Michelson Water Reclamation Facility | Irvine, California

Commissioning Manager. Provided start-up, training, and commissioning support to a 28 mgd biosolids facility. The greenfield biosolids facility consists of thickening/dewatering centrifuges, acid digestion, mesophilic digestion, and rotary drum dryer. Additional major systems included microturbines and FOG system. Other operator information provided included process operations manual, job safety analysis, and energy control procedures.

City of Springfield | Southwest WWTP | Springfield, MO

Operations Specialist. Reviewed contractors start-up plans for acid and methane digester installation. Assisted in commissioning of the digester systems and helped the contractor develop a comprehensive commissioning plan for the digesters. Provided training to operations staff for all systems added or upgraded.

Metropolitan Sewer District | Werk and Westbourne Wet Weather Treatment Facility | Cincinnati, Ohio

Operations Specialist. Provided onsite training for the operations staff for the wet weather facility. The high rate treatment system consisted of influent pumping, settling, and chlorination/dechlorination. Ferric and polymer chemical systems were available at the facility to aid in flocculation and settling.

DC Water | Blue Plains | Washington D.C.

Operations Specialist. Wrote standard operating procedures (SOPs) for a filtrate treatment facility. The facility included five SBR anammox system. The SOPs are used by the operations staff for operating the system. Also, assisted in putting together the training presentation for the senior staff to train the operations staff for the filtrate treatment facility.



OFFICE LOCATION
Kansas City, MO

EDUCATION

- M.S., Environmental Engineering, Montana Tech, 1996
- B.S. Chemical Engineering, University of Missouri-Rolla, 1994

YEARS EXPERIENCE
27

PROFESSIONAL REGISTRATION

- PE - 2004, MO, #2003001067

PROFESSIONAL ASSOCIATIONS

- Water Environment Federation
- Kansas Water Environment Association

YEAR CAREER STARTED
1994

YEAR STARTED AT B&V
2001

Mike MacKenzie

COST ESTIMATING

Mr. Mackenzie has long record of success in planning, pursuing, and bidding construction projects for infrastructure, industrial, and environmental projects for government and private clients. He has vast experience with estimating and overseeing all divisions of construction as well as specializing in general conditions, site civil, heavy structural, and process mechanical sections for bidding. In addition to his strong organizational skills for developing bid pursuit teams for complex projects, he also has advanced knowledge in Water and Wastewater infrastructure for producing design build and CM-At-Risk cost proposals. He has a proven record of developing and implementing cost control systems and documented internal review process for scope and cost validation for construction operations buy-in prior to bid submission. During his professional career, Mr. Mackenzie developed key work breakdown structures for cross coding of estimates to accounting system, solicitation sorting, and management review for tracking of performance throughout the bidding, procurement, and build phases of the project which allows the estimators to adjust estimating process based on actual execution cost.

PROJECT EXPERIENCE

California Water Service Company | Palos Verdes Pipeline Project - Alternative Project Delivery System Methods Evaluation | Palos Verdes, CA

Cost Estimator. Provided cost estimates for an evaluation comparing traditional design-bid-build to alternative delivery methods including design-build (DB), progressive design-build (PDB), and construction management at risk (CMAR). The PDB project delivery method received the highest score and was recommended. PDB pricing competitiveness measures also were identified.

City of Houston | NEWPP Water Facilities Upgrade | Houston, TX

Cost Estimator. Led the successful pursuit effort for the \$892M design-build project consisting of a 320 mgd lake intake facility, dual alignment 96-inch pipeline, dual rapid mixing structures, high rate flocculation and sedimentation, Ozone treatment, high rate media bed filters, and supports systems to provide a complete process facility. Managed all aspects of the bid process as well as scoping and best value design concept vetting of the project.

Athens-Clarke County | J.G. Beacham Water Treatment Plant | Athens-Clarke County, GA

Cost Estimator. Estimator of design milestone estimates for water treatment plant upgrade. System included chemical train retrofits, contract basin upgrades; distributions system retrofits, and increased storage capacity enhancements.



OFFICE LOCATION
Orlando, FL

EDUCATION

- Associate of Science, Construction Management, College Santa Fe, 1997

YEARS EXPERIENCE
21

PROFESSIONAL ASSOCIATIONS

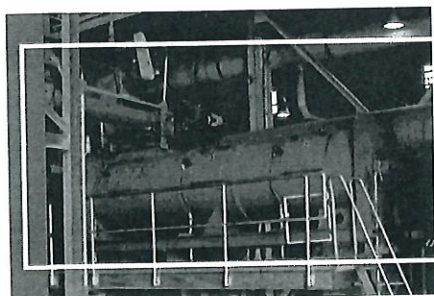
- Student Builders Association - DBIA Treasurer
- Construction Management Association
- American Association of Cost Engineers

YEAR CAREER STARTED
2000

YEAR STARTED AT B&V
2016

Project Experience

In addition to our proven experience with the City of Hagerstown, Black & Veatch brings regional, national, and global expertise that will assist the City of Hagerstown in making the best decisions for implementation. Our local team has completed numerous similar projects for other utilities. We have provided seven project descriptions that showcase similar work. Black & Veatch will provide recommendations, timely advice, and operations-focused results to keep the Pelletizer Building operating.



Buckman WWTP Biosolids Processing Facility

JEA | JACKSONVILLE, FL

JEA (formerly Jacksonville Electric Authority) chose to phase out sludge incineration with new digestion and heat drying processes at its Buckman WWTP. The new Regional Residuals Treatment Facility is designed to treat and thermally dry sludge up to 64 dry tons per day of raw solids from the onsite treatment works and fifteen other treatment plants that are owned and operated by JEA. The material produced at the new facility is a high-quality pellet product that meets Class A biosolids requirements and is suitable for transportation and use as a soil amendment. The improvements upgraded the sludge processing facilities to enable the plant to thicken and anaerobically digest sludge, dewater the digested sludge using high-solids centrifuges, dry the dewatered biosolids using a rotary drum drying system, and store the pelletized product in a covered, onsite facility for hauling to beneficial use outlets.

Black & Veatch provided planning, design, and construction phase services for the project. The design included the addition of two new anaerobic digesters and a new digester control building. The two existing tanks were incorporated into the new digestion complex to provide raw sludge holding and digested sludge storage.

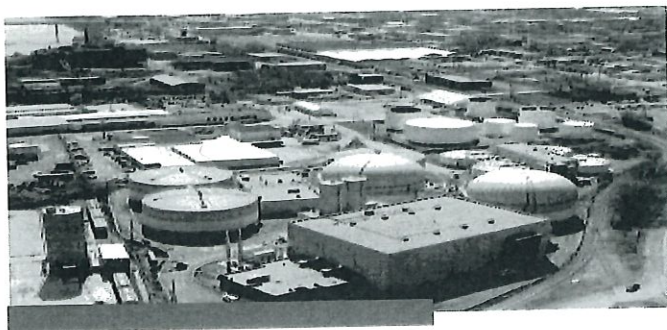
Space within the existing incinerator building was converted to house new gravity belt thickeners for concentrating blended primary and secondary sludge, centrifuges for dewatering the digested biosolids, and a single sludge drying train. Screw conveyors were provided for transporting dewatered sludge from the new centrifuges to the sludge dryer. The sludge drying train includes a drum dryer, recycle equipment to produce a pelletized product, and a pneumatic conveyance system for transporting the product to one of two storage bins.

RELEVANCE TO CLIENT

- Technology Evaluation
- Drum Dryer Installation and Commissioning
- Significantly Reduced Odors

KEY TEAM MEMBERS

- Hari Santha
- Webster Hoener
- Neil Massart



Central WWTP Biosolids Facility

METRO WATER SERVICES | NASHVILLE, TN

Black & Veatch provided Owner's Representative services to develop preliminary drawings, technical specifications, process design criteria, and evaluation criteria for a design-build RFP that included solids thickening, anaerobic digestion, high solids centrifuge dewatering, and thermal drying.

Subsequent to facility construction, Black & Veatch returned to assist in on-site flood recovery operations. A process engineer and operations specialist worked with the Metro staff and the project scheduler to establish a systematic approach for start-up and commissioning of systems within the plant. Priority was given to those systems which would allow the biosolids plant to process solids and dispose of the solids in the landfill. The priority systems included the dissolved air flotation system, centrifuge dewatering system, effluent water supply system, and recycle pump station.

In addition to establishing the priority systems and buildings for allocating resources, the process engineer, operations specialist, project scheduler, and Metro formulated a plan to handle the solids in the liquid treatment side of the plant. The plan included contracting out solids processing and utilizing existing aeration basins which were not in service as aerobic digesters to temporarily process solids within the plant. Temporary pumping and piping were installed to facilitate using the existing basins as aerobic digesters.

RELEVANCE TO CLIENT

- Start-up, Testing, and Recommissioning

KEY TEAM MEMBERS

- Hari Santha ■ Scott Carr
- Neil Massart ■ Webster Hoener



Wastewater Treatment Facility Master Plan

WINSTON-SALEM/FORSYTH COUNTY UTILITY COMMISSION | WINSTON-SALEM, NC

Black & Veatch completed a comprehensive wastewater treatment master plan for Winston-Salem/Forsyth County City County Utilities Commission (CCUC). The results and recommendations for this project will establish future treatment plant improvements and related capital expenditures through the year 2040. This project included comprehensive evaluations at the regional dryer facility and both wastewater treatment plants (Archie Elledge and Muddy Creek), based on established project drivers. Project drivers included future regulatory requirements, growth and flow projections, as well as condition of the existing assets at the facilities. Comprehensive evaluations entailed Biowin Modeling, hydraulic modeling, condition assessments, alternatives analysis, technology evaluations, detailed present-worth analysis, and the development of an integrated capital improvement plan that considered existing and recommended future projects. Additional work included an odor assessment and development of long-term abatement solutions, as well as a cybersecurity and data management assessment. The wastewater facilities plan was consolidated with the existing sanitary sewer master plan previously completed by Black & Veatch into a single, comprehensive, and dynamic wastewater system master plan and CIP. Black & Veatch provided a GIS-based interactive CIP tool to assist with future CIP updates, and a spreadsheet-based capacity assurance tool to assist with assessing and tracking future customer requests for sewer capacity.

RELEVANCE TO CLIENT

- Technology Evaluation
- Condition Assessment of Biosolids Facilities
- Development of Implementation Plan

KEY TEAM MEMBERS

- Engin Guven
- Scott Carr



Biosolids Strategy Review

GWINNETT COUNTY | LAWRENCEVILLE, GA

The Gwinnett County Department of Water Resources (GCDWR) owns and operates three water reclamation facilities and historically has relied on landfill disposal of the biosolids produced. It was recognized that the existing anaerobic digestion capacity and solids handling facilities were the highest element of risk to current plant operations and treatment capacity. Therefore, a detailed evaluation of the County-wide biosolids strategy was completed with the assistance of Black & Veatch in three phases. Black & Veatch delivered multiple workshops to educate the County staff regarding different biosolids strategies. Key components of the Biosolids Technology Evaluation and Strategy Plan work included:

- A technology pre-screening discussion and workshop to consider advantages and disadvantages.
- An alternatives analysis was conducted from a life cycle cost perspective compared to the baseline of continued landfill disposal and to the alternatives of separate facilities at each plant or a regional solution. A non-economic evaluation reaffirmed these findings based on the factors considered and the assigned scoring and weighting.

The current Biosolids Implementation Study and Preliminary Engineering Review phase work will provide GCDWR with a coordinated implementation plan and basis of design report for a strategic biosolids project to address solids capacity and operations issues as well as manage long-term cost and risk associated with biosolids management.

RELEVANCE TO CLIENT

- Biosolids End-Use Study
- Technology Evaluation
- Strategic Planning

KEY TEAM MEMBERS

- Lynne Moss
- Scott Carr



Dewatering Reliability and Centrifuge Optimization

ARLINGTON COUNTY | ARLINGTON, VA

Existing Dewatering Process Enhancements

The Water Pollution Control Plant (WPCP) has been experiencing issues with mixing in their Sludge Storage Tanks (SSTs) and Dewatering Building wetwell including ragging in the SST mixers and variable influent solids concentration exiting the SSTs.

Black & Veatch evaluated multiple mixing technologies for the SSTs including air mixing, pumped mixing, and mechanical mixing including consideration of planning level costs and other non-economic factors. Because the WPCP's existing SSTs are slated to be demolished in the next 5 - 10 years, Black & Veatch recommended maintaining the existing mixing system rather than purchase of a new mixing technology.

Centrifuge Optimization Assistance

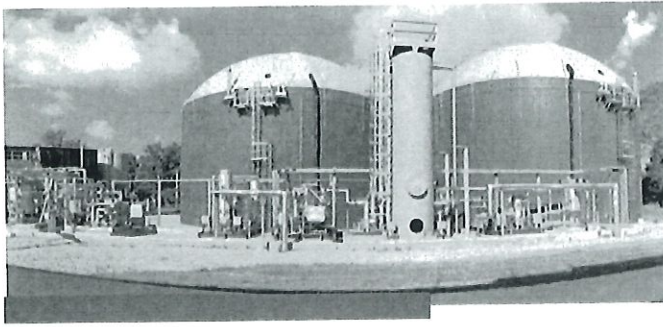
To optimize the performance of the existing centrifuges, Black & Veatch is working with the manufacturer to develop an optimization demonstration training session designed to understand and troubleshoot operational issues with reliability and capacity. Ongoing work also includes review of the centrifuge controls, process troubleshooting, and training documentation.

RELEVANCE TO CLIENT

- Process Optimization
- Technology Evaluation
- Strategic Planning

KEY TEAM MEMBERS

- Mike Hanna ■ Engin Guven
- Jimit Modi ■ Lori Stone



Plant and Efficiency Improvements, Liverpool WWTP

MEDINA COUNTY | MEDINA, OH

Black & Veatch served in the Energy Services Company (ESCO) role for this Energy Savings Performance Contract, responsible for all portions of the work including project development, engineering, procurement, construction, and a 15 year savings guarantee. The \$35 million project will be funded by approximately \$2.5 million in annual operational savings. Scope of work included decommissioning of the existing Zimpro system; construction of a new anaerobic digestion complex including thermal hydrolysis, anaerobic digestion, pre-and post-dewatering, truck loading, mixing, etc.; struvite recovery; sidestream treatment including bio-augmentation; biogas cleaning; conversion of existing generators to CHP engines; reactor modifications to improve reliability and efficiency; replacement of existing blowers with high speed turbo blowers, and a variety of other modifications.

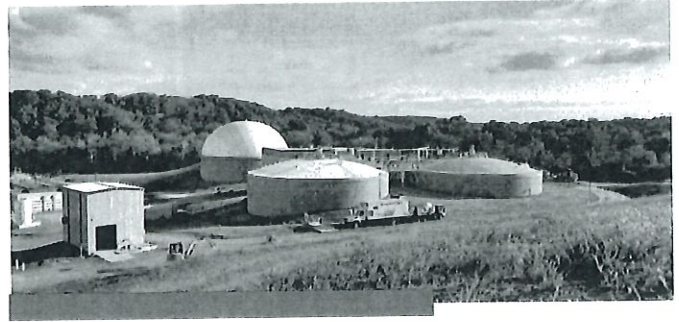
Black & Veatch worked in partnership with the County to develop a project that saves enough in operational costs to offset the added debt service of constructing the upgrades. The goal of the project is to be cash- and rate-neutral. The project will produce enough biogas to generate approximately 30% of the plant's power needs. The balance will be generated using natural gas in the existing engines. Additionally, the heat recovered from the engines will be used to generate steam for use in the thermal hydrolysis process.

RELEVANCE TO CLIENT

- Cost Analysis
- Optimization of Liquid and Solid Treatment System Performance

KEY TEAM MEMBERS

- Mike Hanna
- Engin Guven
- Scott Carr



Opequon WRF Green Energy Facility

FREDERICK-WINCHESTER SERVICE AUTHORITY | WINCHESTER, VA

The Frederick Winchester Service Authority (FWSA) signed a \$45 million energy performance contract with Energy Systems Group, partnered with Black & Veatch, for the design and construction of comprehensive energy efficiency and infrastructure improvements at the Opequon Water Reclamation Facility. This 12.6 mgd enhanced nutrient removal facility has very strict nitrogen and phosphorus removal requirements necessary to help preserve the well-being of the Chesapeake Bay. This project achieved operational savings that covered not only the cost of the project, but created a revenue stream for FWSA, that will stabilize rates for its customers and promote existing and future economic development.

The centerpiece of the FWSA project is the construction of a Green Energy Facility, which will process municipal sludge and high-strength organic waste to produce methane gas, a renewable fuel, through the process of anaerobic co-digestion. This methane gas will be utilized to generate up to 848 kw of electricity that, at start-up, will meet more than 50 percent of the treatment plant's electrical needs. This facility also includes replacement of the existing frame press dewatering process with a new belt filter press system in an existing dewatering room. The new dewatering system reduces the use of chemicals and significantly reduces the amount of biosolids hauled to the Regional Landfill for final disposal, by approximately 50 percent. The Green Energy Facility will also harvest phosphorus from the wastewater stream, a rare element that is an essential ingredient for fertilizer and crop production.

RELEVANCE TO CLIENT

- Retrofit to Replace Existing Biosolids Dewatering Equipment

KEY TEAM MEMBERS

- Mike Hanna

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

Topic:

Water Division: Annual Software Support and Services at the Willson Plant for SCADA – ABB, Inc.
(Warminster, PA) \$70,688.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Consent_Water_Annual_Software_Support_and_Services_at_Willson_Plant_for_SCADA.pdf	Water Annual Software Support and Services at Willson Plant

Approval For:	
Consent Agenda:	X
New Business:	

Originating Department: <u>Water Department</u>		By: <u>William Luhn</u>	
Account Number: <u>52-70501-5378</u>		Account/Project Name: <u>RC Willson Mintenance Agreements</u>	
Account Number: _____		Account/Project Name: _____	
Budget Amount: FY22	\$ <u>135,000</u>	Account Balance: \$ <u>93,109</u>	Year _____ CIP Control No.: _____
Budget Amount: _____	_____	Account Balance: _____	Year _____ CIP Control No.: _____
Unbudgeted: _____	_____	Source Of Funds: <u>Water Fund</u> <u>operations: fy22 budget</u>	

Quantity	Description	Value
1	Annual Software Support and Services at the Willson Plant for SCADA	\$ 70,688.00
	TOTAL	\$ 70,688.00

ABB SCADA Annual Renewal - Software Support and Upgrades. Sole Source and Maintenance Contract Proprietary Software. Maintenance Period 1/1/22-12/31/22.

Amount

[illegible]

Comments

Department Manager (required on all unbudgeted items):

ABB SCADA Annual Renewal - Software Support and Upgrades. Sole Source and Maintenance Contract Proprietary Software. Maintenance Period 1/1/22-12/31/22.



Water Operations Manager

12/1/2021

Date

Finance Department:

Recommend approval.



Signature

12/09/2021

Date

Finance Manager:

Approve continued maintenance support/contract.



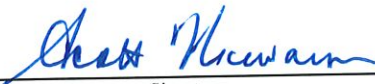
Signature

12/8/21

Date

City Administrator's Recommendation:

Recommend Approval



Signature

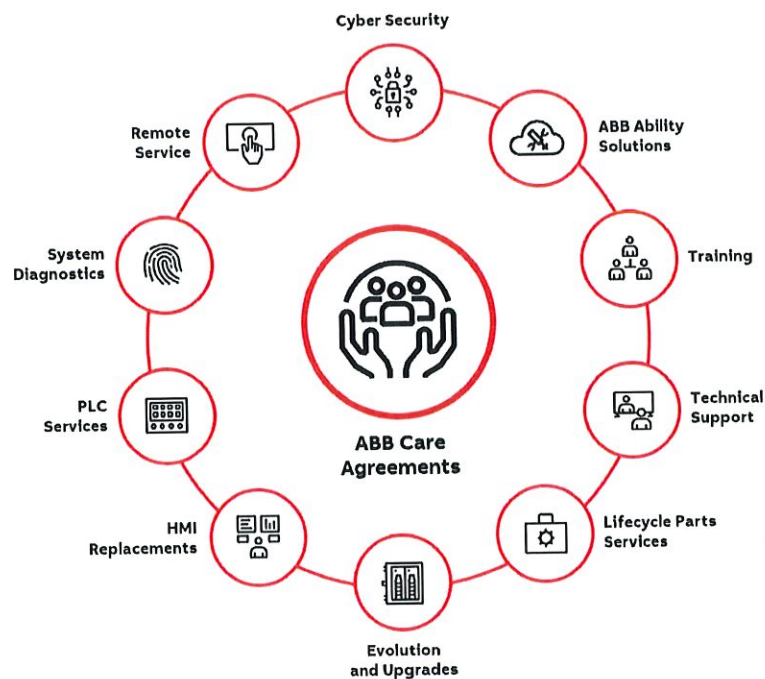
12/9/21

Date

Let's write the future
Together



Industry Care Proactive



Water Production
City Of Hagerstown
151 Park Ave
Hagerstown, MD 21740

Proposal Date: November 09, 2021
Proposal Number:
EAS-211102-2 Rev 01_Supplement 01
Service Account Manager: Wayne Stefancin

Confidential. Do not disclose to any 3rd party.



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1 Introduction

Industry Care is a best-in-class service offering designed to increase your plants uptime, extend your plant's life, increase your operational efficacy, and ultimately, provide the means to support all service needs today and the expertise to plan for tomorrow's dynamic changes. With unparalleled knowledge resulting from solutions installed at thousands of facilities around the world, ABB is uniquely qualified to help manage all aspects of your plant, from your primary electrical equipment to your control system and all connected devices.

We build the right combination of services and values for your needs and demands. The core Industry Care package contains essential services like Telephone Support to give you quick and effective expert support, System Benchmark and Fingerprint to give you the power of knowledge about the status of your system and equipment, and the ABB Software Maintenance support you need to keep your system current and compliant. You can customize each with optional upgrades to fit your specific operation. For example, if your priority is knowing more about your asset health, asset monitoring and remote access can be added to your Industry Care package. Or if you need extra peace of mind with on-site support, mobilization to site or a resident engineer we can provide service with boots on the ground.

Industry Care Proactive provides a premium level of support that starts with a Technical Account Manager (TAM). The TAM serves as your primary support contact for all of your support needs and coordinates the entire service team.

Industry Care drives value for your plant by providing **rapid response** to issues and questions, including services and technologies that **extend the lifecycle** and **improve the reliability** of your control system, and **improve the operating performance** of your process. The Care contract value can be further enhanced by leveraging the full breadth and depth of ABB capabilities including electrification services, drives services, and ABB Ability™ digital technologies.

It's all about improving **your** business outcomes. From ABB's portfolio of technology and services from field service, tuning services, and spare parts to consulting, optimization, ABB Ability™ digital portfolio, and turnkey services; we support every stage of the plants life cycle and ensure maximum results from your full fleet of assets.

2 Scope of Work

2.1 Technical Account Manager

A Technical Account Manager (TAM) will be assigned to your plant as a single point of contact. The TAM will be familiar with your industry, proactively monitor your support needs, and ensure key resources within ABB are engaged to quickly solve any of the various issues that may arise. Below you will find a summary of the deliverables associated with your TAM, with detailed sections for each service to follow:

TAM Deliverables:

- Kick-off call & site visit
- Dedicated phone number for support
- Constant support case tracking
- Quarterly reporting & conference call
- Annual Usage Report

2.1.1 Contract Kick-off & Site Visit

Shortly after acceptance of the purchase order, your TAM will host a conference call to review the deliverables of this agreement and get your service underway. Additionally, plans will be made for installation of any hardware and software required in this agreement, as well as a site visit by the TAM.

The TAM will visit the plant site to expand the TAM's knowledge of the plant, plant personnel, maintenance and operational philosophy, and set the foundation for a collaborative working relationship. This trip is for a maximum of one day on site.

2.1.2 Unique Call-in Process

With this Care contract, you will receive a **dedicated phone number** to receive priority call handling and automatically route your call to your assigned TAM. In the event that your TAM is unavailable, an option will be provided to leave a message, or transfer to another TAM. Upon leaving a message, a notification will go out to your TAM alerting them that a message has been left.

2.1.3 Support Case Escalation

Your TAM will provide the initial level of technical support and escalate when necessary. All support activity will be logged in an ABB database to provide accurate tracking of all of the cases, as well as the status of each case.

2.1.4 Quarterly Reporting & Conference Call

The TAM will provide quarterly reports which summarize all of the support activity for the Industry Care agreement. The report will contain the agreed upon value or benefit derived from

the Care agreement during the previous quarter. In addition, action item statuses from quarterly conference calls will be provided.

The report will be reviewed during a quarterly conference call hosted by your TAM. During this call, all cases and support activity from the prior period, and the status of any open cases will be discussed. The TAM will solicit feedback on how well the support program is working, and any areas for improvement in the support process will be identified.

2.1.5 Annual Usage Report

In place of one of the Quarterly Conference calls, the TAM will provide a report of contract usage for the previous contract year. This report content is dependent upon available information and is intended to include the following:

- Number of Cases resolved
- Case open and close dates
- Money saved due to Care discounts

2.2 Contract Management Team

Contract management is adjusted to reflect the Scope of Work and also tailored to meet Customer requirements. The ABB contract management team includes an Operations Manager, Service Coordinator, Business Administrator, Sales Account Manager as well as the Technical Account Manager, with escalation to a Regional Director.

The Contract Team will be responsible for the quality monitoring, reporting and follow up of continuous improvement of Scope of Work. The Contract Team is responsible for execution of the following functions:

- Overall responsible for Scope of Work and single point of contact for Customer's Contract Holder
- Operations of a resource team to meet requirements from Customer and Scope of Work
- Review of available lifecycle information for registered installed base
- Provide information about recommended spare parts

2.3 Rapid Response Services

2.3.1 Telephone Support

Although your TAM will be the primary contact for technical support and issues, City of Hagerstown will also have access to an **unlimited number** of technical support cases. Support cases initiated via telephone will have a **1 hour** response during normal business hours (M-F 8:00AM – 5:00PM US Eastern time excluding holidays) throughout the duration of this contract. The 1-hour response time begins when a phone call initiated technical support request is acknowledged by a specialist. The 1-hour response does not apply to e-mail initiated support cases and does not constitute a guarantee of any sort. Escalation of support cases is made through the ABB Contact Center.

Technical support is available 24/365 with afterhours support limited to cases where the system is down, in danger of going down, or when system performance is significantly off from expected. This support function may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser).

When an incident is categorized as an Emergency, work shall start immediately and continue outside of the agreed hours until the problem is resolved. The categorization is determined by the urgency and impact of the incident. Critical HSSE (Health, Safety, Security and Environmental) situations, loss of production, total loss of view of the process are situations that are categorized as Emergency. This may also include situations that could lead to a production loss or HSSE issue.

ABB Contact Center contact details are:

Email: AutomationSupportLine@us.abb.com

Telephone number: 1-800-HELP-365 (1-800-435-7365)

City of Hagerstown Request will include the following information to the ABB Contact Center:

- Customer name
- Name of inquirer
- Name of site
- Type of equipment
- Description of inquiry
- Priority of the inquiry
- Contact details of the inquirer

2.3.2 Online Support

Online support is available through the Premium version of MyABB / My Control System portal. Through My Control System, you can:

- Check my system licenses / Automation Sentinel status
- See system details pages and system reports
- Have access to subscriptions and software licenses of the installed control system(s)
- Access cyber security related information, recommendations and downloads
- Determine contact information of designated ABB Service organization
- Find My safety reports / My product alerts
- Research available training
- Access security updates and patches, service packs, new control system software versions
- See validation results and downloadable qualified third party security updates form Microsoft / McAfee ePO policies/Symantec definition files
- Find user manuals, data sheets, product updates

-
- Check the overall status of the process control system health, performance and validated software updates

Online support may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser). For each system under contract, City of Hagerstown will have up to fifteen (15) users, plus one (1) control system administrator. **City of Hagerstown is responsible for completing and returning the form in Appendix B for user access.**

2.3.3 Technical Support Case Tracking

The MyControlSystem administrator designated on Appendix B will have access to Technical Support case tracking via the case tracking widget on myPortal.ABB.com. Technical Support case tracking provides the flexibility to follow resolution progress of open cases, to check up on the activity of open cases, and to research closed case histories. The designated administrator will be able to view all cases assigned to the site regardless of who opened the case.

Specifically, the administrator will be able to enter, modify, and track support cases via myPortal.ABB.com (Case Tracking Application). The administrator will be able to:

- View your cases only
- View your entire site cases
- Search for specific subjects, callers, etc
- Update any active case with comments, ask a question, add additional details, or attach files
- Follow the progress on any specific case
- Enter new cases 24/7

2.3.4 Application Support

Under the Care program, ABB will provide an **unlimited number** of application technical support cases during the contract period. The application phone support cases are to assist when seeking advice on making minor adjustments to existing application logic.

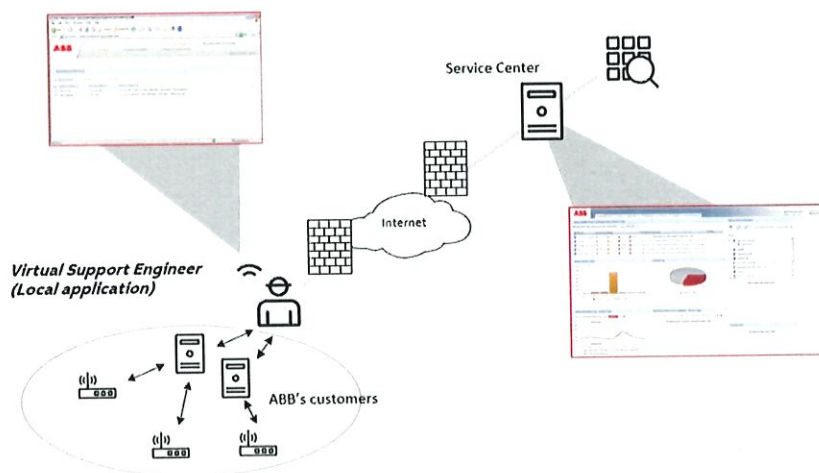
Application technical phone support will be provided by system or process control engineers during normal business hours (excluding holidays). This support function may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser). Items such as tuning support, control logic additions/conversions, and control system optimization are not included and can be provided under an additional service contract

2.3.5 Remote Access Link

Remote Access Link (RAL) is a subscription service which allows ABB experts to remotely connect to a customer's control system in order to more quickly respond to technical issues. Installation of RAL can be completed upon receipt of the customer's authorization (see Appendix E).

Remote Connectivity

The ABB Remote Access Platform (RAP) - RAP provides ABB specialists a direct view of equipment and associated software applications via a selected node on the customers control system network. It facilitates remote troubleshooting, remote sessions associated with on-site service, monitoring of process data, and recommendation of improvements to applications related to the process. RAP also allows ABB specialists to help maintain and optimize the process automation system.



- Customer Provided VPN Connectivity - For an additional fee the customer may provide its own VPN connection method in place of the Remote Access Platform solution.

Customer RAP Responsibilities

- Request the connection to be active by returning RAP Consent form (Appendix E). Remotes Access Link service will remain inactive unless the customer chooses to activate anytime during the contract period.
- Provide Internet access
- Provide a PC for the VSE software. Minimum PC requirements are:
Windows 7 Operating System
1 GB of RAM
500 MB of Hard Drive Space

Minimum recommended Internet speed is a 3 Mbps

- Install VSE software on site machine. Firewall must be configured to allow outbound only connection through SSL port 443.

Customer VPN Responsibilities

- Provide VPN software
- Provide installation and login documentation
- Provide VPN user credentials
- Software must be compatible with Windows 7 or greater
- Minimum recommended Internet speed is 3 Mbps

2.4 Lifecycle Management Services

2.4.1 Sites and Systems Supported

The following table(s) outlines the sites and systems covered under this Contract with their corresponding software maintenance level.

City of Hagerstown – RC Wilson WTP - SID40853

Software Support Level	Maintain+ Level	# of Concurrent Users	8	System Functionality	☐ Turbine Analyst ☒ History ☒ Harm. Gateway
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Licenses Included in System Identification

License #	Product Description	Machine ID
SL121001809032093	S+ Operations, Primary, v2.1 8 Clients Support - Additional - (8 clients) Real Time Data Server Tag Capacity - 10000 realtime tags Harmony Connect - Yes Harmony/INFI Driver - Yes 2 Office ThinWebClient - (Total of 2 ThinClients) History Server - Yes Report Package (required with History Server) - Yes 2 Historical Logs x1000 - Packs of 1000 Alarm Portal - Yes Central Diagnostic - Yes OPC Client - Yes SNMP Scanner - Yes	0050568F5498
SL668001809032093	S+ Operations, Redundant, v2.1	0050568F5C4B
SL435172811165054	S+ Operations, Frontend, v2.1	0050568F2AD1
SL277021809032093	S+ Engineering Server, v2.2	0050568F5ACC
SL652021809032093	Composer System, v1.0	
SL168011809032093	Harmony Gateway, v7.1	
SL716253809052113	PNI800, vA.0	00C0C9021459
SL763253809052113	PNI800, vA.0	00C0C90216CC

2.4.2 Software Maintenance

As part of this contract, City of Hagerstown will have access to the **Maintain+** level of software maintenance. Please refer to the subsequent section for details on what systems and components are covered.

Maintain+ level provides access to software or firmware error corrections, performance improvements, and 3rd party compatibility updates for the current software version installed, as well as the availability to upgrade the currently installed software products from one version of the platform to the latest version of the same platform for platforms that are “Active” or “Classic” lifecycle status.

Delivery of software updates will be through the myABB / My Control System portal, or on physical media in certain situations. Flashable firmware updates will be available through this portal as well. Firmware updates delivered on physical media may be purchased for an additional fee.

The software maintenance updates provided by ABB will automatically be subject to the applicable end-user software license agreement. Software corrections for individual issues are not available prior to the release of a periodic software maintenance update. Purchaser may request the correction of a specific issue and ABB will attempt to make available, at its option, a temporary correction if ABB determines the issue to be business critical, and both technically and economically feasible.

2.4.3 Cyber Security Patch Delivery

Every month throughout the duration of this contract, ABB will provide a CD of all Microsoft validated patches for ABB control system software and associated ABB validation test status documentation. This document lists Microsoft security bulletins including relevant KB article numbers, criticality, affected Microsoft products, and ABB’s validation status.

Patch validation applies only for ABB software at “Active” or “Classic” status at the latest available service pack. The validation testing of Microsoft security updates is done along with McAfee VirusScan® Enterprise. Documentation about the latest patch level, scan engine, and virus definition file versions validated are published together with the Microsoft security update test results. The information and software provided is for use on ABB systems covered by this Contract. **City of Hagerstown is responsible for completing and returning the form in Appendix C for delivery contact and address of this disc.**

Note: As of January 14, 2020 security patches will not be available from Microsoft for Windows 7 and Server 2008.

2.4.4 Control System Benchmark

As part of the Care contract, ABB will conduct a Control System Benchmark on (1) of the covered systems to be mutually agreed upon by ABB and **City of Hagerstown** during the term of the contract. The Control System Benchmark will provides to the customer an accurate depiction of the installed control system equipment, along with lifecycle status and criticality matrix, warranty information (if available) and which equipment is covered by the agreement within a report on the myABB customer portal.

The Control System Benchmark is conducted by running a Service Products Data Collector (SPDC) automated tool that can be downloaded from myControlSystem or provided to customer by USB storage media. The SPDC tool validates key parameters including:

- Lifecycle status of hardware and software
- ABB software versions are all loaded correctly and are on appropriate nodes
- Appropriate versions of Microsoft software, including patches are on every node
- Most up-to-date antivirus (McAfee or Symantec) software on every node
- Microsoft Windows, computer hardware and controller KPI's to determine system load
- Control hardware version
- Cybersecurity settings

In order to complete the Control System Benchmark the SPDC tool must be run from a Microsoft Windows workstation or server that is on the same network as all the other control system nodes. City of Hagerstown may apply virus checks to media prior to loading the SPDC tool on the system. The SPDC tool runs in the background and does not need to be attended. The length of time needed to complete varies based on system size.

2.4.5 Onsite Field Service

As part of the Industry Care contract, ABB will provide **40 hours per year** to perform on-site maintenance services. Any of the 40 hours of Onsite Field Service not be used within the current year, the City of Hagerstown will be allowed to carry the unused balance over into the next year to be used during the first ninety (90) days; however, if City of Hagerstown renews the Industry Care contract, the unused hours will be rolled into the new contract. Service labor time includes diagnostic time, repair time, verification time, time awaiting the delivery of parts, time waiting for access to equipment, and time required to complete the documentation of the service call activities. A minimum of four (4) hours is charged for any service call to a client's facility. Service labor time DOES NOT include travel to and from site. The use of these hours are subject to defined Primary Working Hours as referenced in Appendix A.

Travel and living expenses are included with this Contract.

In the event all of the hours are used, additional hours may be purchased at **15 percent off** the current field service labor rates if purchased during the contract period. Additional purchased



material, equipment rental, oil processing trailers, etc. are in addition to service hours and will be quoted per the service required.

2.4.6 Hardware & Software Discounts

ABB will provide hardware and software discounts off the current ABB price book for below listed hardware and software during the Industry Care contract period. Discounts for repairs and refurbished parts apply to listed hardware systems only. Discounts during the contract period will be extended at the following rates:

Hardware

New	Description
Symphony Plus Harmony (Rack)	10% discount (0.90 of list)
Symphony Plus (DIN)	10% discount (0.90 of list)

Repairs and Refurbished parts

Repairs	10% discount (0.90 of list)
Refurbished	10% discount (0.90 of list)

Software

Symphony Plus	10% discount (0.90 of list)
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* Discount applies to currently licensed products. Includes software licenses, media, and USB dongles for new or expansion licensing. Some software expansions may impact the annual price of the Industry Care contract.

2.4.7 In-Person & On-Line Training Classes

City of Hagerstown is also entitled to purchase in-center and on-line training classes from ABB University at **10 percent** off the current list price if purchased during the contract period.

- The discounted pricing would only apply to list price, ABB in-center and on-line training classes, scheduled as open enrollment events.
- The discounted pricing would not apply to on-site training events or coaching services.
- This discount cannot be combined with any other agreements or promotions.

ABB University has the right to cancel an open enrollment class that does not meet the student minimum to conduct the training class. ABB University commits to cancelling a class at least 2 weeks prior to the scheduled start date. If the customer chooses to cancel an enrollment, they must do so at least 2 weeks prior to the class start date to avoid a cancellation fee.



2.4.8 Loyalty Offers

As a participant in the Industry Care program, City of Hagerstown will have access to quarterly published Loyalty Offers throughout the duration of the contract. These are special access discounts only made available to contract holders. The Loyalty Offers are made available at the beginning of each calendar year quarter and provide discounts to part and labor packages.

2.5 Lifecycle Management Options

2.5.1 Optional Control System Spare Parts Fingerprint

One time during the course of the contract term, ABB will utilize the Control System Benchmark data to conduct a Control System Spare Parts Fingerprint for City of Hagerstown. The Control System (Symphony Harmony/INFI 90, S+, or 800xA) Spare Parts Fingerprint service includes a site visit by an ABB spare parts expert to review on-site spares inventory and the specific installed equipment. The spare parts expert will deliver detailed recommendations regarding spares inventory including inventory gaps, identification of high risk parts, and an updated list of recommended spares. The report will be delivered via the MyControlSystem portal or other electronic means

Alternately, City of Hagerstown may request that a Cyber Security Fingerprint or a System Performance Fingerprint be completed in place of the Control System Parts Fingerprint.

2.5.1 Optional Onsite Instrumentation Field Service

As part of the Industry Care contract, ABB will provide **40 hours per year** to perform on-site maintenance services. Any of the 40 hours of Onsite Field Service not be used within the current year, the City of Hagerstown will be allowed to carry the unused balance over into the next year to be used during the first ninety (90) days; however, if City of Hagerstown renews the Industry Care contract, the unused hours will be rolled into the new contract. Service labor time includes diagnostic time, repair time, verification time, time awaiting the delivery of parts, time waiting for access to equipment, and time required to complete the documentation of the service call activities. A minimum of four (4) hours is charged for any service call to a client's facility. Service labor time DOES NOT include travel to and from site. The use of these hours are subject to defined Primary Working Hours as referenced in Appendix A.

Travel and living expenses are included with this Contract.

In the event all of the hours are used, additional hours may be purchased at **15 percent off** the current field service labor rates if purchased during the contract period. Additional purchased material, equipment rental, oil processing trailers, etc. are in addition to service hours and will be quoted per the service required.

2.6 Performance Optimization Options

2.6.1 Optional ABB ABILITY™ Loop Performance Monitoring

ABB Ability™ Loop Performance Monitoring (LPM) is an advanced Service for controlled assets that enables you to “View”, “Scan” and “Track” the DCS, feedback measurement instrumentation, and final control elements.

“View” - Collects and stores data in the way that a performance and tuning expert would want to view it.

“Scan” - Analyze the data and reports the findings via predefined Key Performance Indicators (KPIs) to show the performance level.

“Track” - By applying ABB-proprietary algorithms and logic on the data, the level of performance notifications to be forwarded is determined.

The key to achieving and sustaining LPM benefits is to ensure that the View, Scan and Track features are accessible to the people who maintain and manage the full plant control system. This is obtained via the secure, on-site service delivery platform on which these features operate. The service delivery platform can be accessed from anywhere on the plant network, or remotely, by appropriate and approved customer and/or ABB personnel. *Please note that remote access is not required for LPM and the customer chooses whether to allow remote access.* If permitted, secure remote access will be configured per customer requirements with supervised remote access only.

LPM extends ABB Ability™ into a dynamic, ongoing, operational improvement service for ABB customers. It provides access to extensive resources, such as customer employees, ABB’s global network of performance and tuning experts, and other application and process professionals who can complement and increase continuous site performance improvements, both operationally and financially.

More Accurate Analysis with Configurable KPIs

ABB Ability™ Loop Performance Monitoring Services include comprehensive data mining techniques, proven loop performance indicators as well as standard service methodologies, supported by years of loop design and fine tuning experience, to access and diagnose:

- Control loop and process issues
- Root cause and interaction analysis
- Controller setup and tuning cluster measurements

ABB Ability™ LPM Service Features

- Non-invasive assessment of process control loops with ABB’s proprietary data collection tool
- On-demand analysis after events of concern, process shutdowns or failures
- Benchmark support data and calculations

-
- Periodic performance diagnostics and continuous monitoring
 - Automatic data gathering
 - Analysis is delivered on-site or by remote access (if allowed), powered by ABB Ability™, for site personnel and ABB experts
 - Performance analysis by ABB experts identifies issues and recommended performance improvements
 - Detailed improvement plan, including recommendations by ABB Ability™ performance tuning engineers
 - **As an option**, site services by ABB Ability™ performance tuning engineers can address control loop issues with an LPM Software as a Service (SaaS) contract.

Reference Appendix F for Loop Performance Monitoring scope of supply and City of Hagerstown responsibilities.



3 Commercial Summary

Industry Care Proactive Contract – One Year Contract:
The Contract starts **January 01, 2022** ending **December 31, 2022**.

Part Number	Description	Price
PAENC-PRO-01	Industry Care – Proactive 1-year agreement	\$ 70,688 Total

Note: This contract is not including the RAL service price because it is covered under the contract EGR-210422-2 Rev 00.

Optional Services* 1 Year Contract

Part Number	Description	Price
1 n/a	Control System Diagnostic Fingerprint	\$18,375 Annual
2 n/a	Onsite Instrumentation Field Service: 40 hours with T&L expenses	\$13,074 Annual
3 n/a	Loop Performance Monitoring - Setup	\$ 17,201 Year 1
4 n/a	Loop Performance Monitoring	\$ 27,165 Year 1

* Optional Services pricing valid when purchased at the same time as this Industry Care contract.

3.1 Purchase Order

PLEASE NOTE NEW SUBMISSION EMAIL ADDRESS.

This is a One Year Contract, please submit your purchase order **referencing proposal number EAS-211102-2 Rev 01_Supplement 01**. The Purchase Order needs to cover the full duration with line items for each year. Invoice dates are as follows:

Line Item	Part Number	Description	Invoice Date	Price
1	PAENC-PRO-01	Year 1	1/1/2022	\$ 70,688
TOTAL				\$ 70,688



Payment due NET-30 unless otherwise specified in a master agreement. The above table does not reflect any options. Should any options be purchased, the invoice amount in the above table needs to be increased by the annual amount of the option(s).

The purchase order must reference terms and conditions of this Contract. Please fax or email your purchase order to:

Fax – (440) 585-5081

E-mail – ServiceContracts@us.abb.com

If you use ARIBA for purchase order submission, use ABB INC-P A Service (contracts) ANID: AN01003473396.

3.2 Invoice Schedule & Payment Terms

The terms of payment for all systems, services, and products purchased under this agreement shall be 30 days from date on invoice, subject to **annual** invoices issued following receipt and acceptance of your Purchase Order. **Annual** invoicing will continue automatically for multi-year contract periods per the invoice schedule outlined in Section 3.1 Purchase Order.

If you let the contract expire or lapse at any time, you may reinstate for an additional fee of 5% per month of the most recent annual contract amount that you are not covered under contract, with a maximum fee of 15% of the most recent annual contract amount.

3.3 Cancellation

Contract termination is assessed in 12-month intervals. Termination of this contract will be subject to the following cancellation schedule:

Cancellation Schedule	
Cancellation Timing	Amount
Up to the end of the third month	50% of annual contract amount. Subsequent years of the committed contract period are waived.
Any time between months 4 and 12	Full annual contract amount. Subsequent years of the committed contract period are waived.

3.4 Terms and Conditions

This Contract will commence on its effective date as specified in Section 3 Commercial Summary above, and will remain in effect until the end of the agreement as specified in Section 3 Commercial Summary above.

The attached City of Hagerstown Terms and Conditions and Additional Terms and Conditions for City of Hagerstown will apply to any order resulting from this proposal unless modified in writing by an authorized representative of ABB Inc.

3.5 Authorized Users

The Industry Care agreement and services are for the operator/operating company of the specific to the site and systems identified in this proposal. Third parties performing work or services are not authorized or permitted to utilize any of the features or benefits provided with this agreement.

3.6 Travel and Living

All travel and living expenses for services included in this Contract are included. Work performed outside the scope of this Contract are subject to travel and living expenses being invoiced separately at actual incurred cost plus 10% (administrative fee).

3.7 Taxes and Duties

All other taxes and duty not explicitly expressed herein will be billed to the consignee. This include VAT or/and Service related Withholding tax.

3.8 Proposal Validity

This Proposal is subject to acceptance within sixty (60) days from the date of proposal. All prices, schedules, and technical descriptions are valid throughout this period.

3.9 Confidentiality

The information contained in this proposal is proprietary to ABB Inc. and may not be disclosed to any third party or company without the written consent of ABB Inc.

3.10 Change Orders

During the term of this Care agreement, work requested by City of Hagerstown on equipment not included in Section 2 (inclusive) or that has been otherwise delineated as additional scope within this agreement will be completed by ABB under the following conditions:

- Additional Scope will be authorized by City of Hagerstown in writing via a Change Order. In the event a Change Order ABB will, at earliest convenience, provide written confirmation.
- City of Hagerstown shall amend applicable Purchase Orders prior to resources being dispatched to site. In event of an Emergency the Purchase order will be amended to include Change Order additional scope within 5 business days of written confirmation.
- Change Orders will be on a Time and Material basis.

A sample Change Order form is shown in Appendix D

3.11 Authorized Service Provider

During the execution of this Care agreement, ABB reserves the right to utilize an Authorized Service Provider for services on covered equipment. In the event an Authorized Service Provider is utilized, all warranties herein will still apply.

3.12 Publication

Customer approves the use of its name in ABB newsletters, press releases, proposals, experience lists, and resumes (for proposal purposes) of our employees.

3.13 Non-Solicitation

During the term of this Agreement and for one year after any termination of this Agreement, Purchaser will not, without the prior written consent of ABB, either directly or indirectly, on Purchaser's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by ABB or any customer of ABB. Purchaser acknowledges that money damages may not be a sufficient remedy for breach of this requirement. Accordingly, in the event of any such breach, in addition to any other remedies at law or in equity ABB may have, ABB shall be entitled to seek equitable relief, injunctive relief, or both.

3.14 Use of Remote Insights Software

Customer acknowledges and accepts that, from time to time, ABB may utilize Remote Insights software in the execution of work associated with this agreement. Remote Insights software facilitates augmented video and audio communications between ABB field resources and ABB technical support/engineering across a standard cellular/wifi connection utilizing an ABB supplied cellular/wifi enabled device. The Remote Insights request will be initiated by ABB and shall be limited to the time frame necessary to perform the services requested by ABB engineer.



Appendix A – ABB US Service Standard Rate Sheet – 2022

Primary Work Hours

The following labor rates are applicable during Primary Working Hours (PWH) defined as an 8-hour period beginning between 7:00 A.M. and 10:00 A.M. Monday through Friday, excluding national and ABB recognized holidays. The primary work hours include a one half-hour non-paid lunch period and two 15-minute breaks during the day.

Base Service Labor Rates

Technology	Service Type	Hourly Rate
Drives and Motors	Field Services	\$341
Control systems (OCS/DCS)	Field Services	\$328
	Process Application Engineering Services	\$370
Paper Quality Control Systems & Web Imaging Systems (QCS & WIS)	Field Services	\$328
	Sensor Specialist Services	\$366
	Systems Engineering Services	\$366
	Process Application Engineering Services	\$370
	Lorentzen & Wettre Engineering Services	\$349
	Lorentzen & Wettre Specialist Service	\$397
Power Generation Specialist	Turbine Control Systems Services	\$359
	Flame Scanner Services	\$359
	Power Plant Tuning	\$359
All	Project Management Services	\$361
	Process Control Tuning Services	\$363
	Regional Technical Advisor, Network & Security Services	\$370
	Process Optimization Services	\$385

Overtime Hours

For billing purposes ABB Inc. defines overtime as those hours worked outside the Primary Working Hours or in excess of eight (8) hours in one day. The standard charges for overtime are defined as follows:

- All work performed outside the PWH or over 8 hours in one day is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Saturday is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Sunday is charged at two times the labor rate (Base Service Labor Rate X 2).
- All work performed on national or an ABB holiday is charged at three times the labor rate (Base Service Labor Rate X 3).

Field Engineer Stand-By

- Engineer Stand-By support occurs when a customer requests an engineer to perform “stand-by” duty where that engineer is specifically reserved for that Customer and cannot be dispatched to another Customer job site. The customer reserving the engineer in stand-by readiness mode shall be charged for Stand-By service.
- Field Engineer Stand-By Service is charged at 4 PWH per day. If the “reserved” Field Engineer is called to this site, then 2 PWH will be credited to the customer. Overtime hours, travel expenses, travel time and other conditions of service per this rate sheet shall apply.

Telephone Support..... \$400.00 per hour

- *A minimum of one (1) hour is charged per request.*
- *Additional charges are in one-hour increments beyond the first one (1) hour period.*

Travel Costs

- *Travel expenses are charged at 58 cents / mile or actual public transportation costs plus 10%.*
- *Living expenses are charged at actual costs incurred plus 10%.*
- *Completed Travel Time, to and from the Customer Site, will be charged at rates listed under this rate sheet.*

Conditions of Service

- *Scheduled Field Service visits may be cancelled subject to the following limitations:*
 - *Scheduled work of 0 to 7-day duration may be cancelled with no cancellation fee up to 48 hours prior to scheduled field engineer arrival.*
 - *Scheduled work of greater than 7-day duration may be cancelled with no cancellation fee up to 2 weeks prior to scheduled field engineer arrival*
 - *Scheduled work canceled outside these limitations will be subject to a cancellation fee equal to actual expenses incurred including but not limited to travel, travel time, and material shipment plus usage of prepaid field hours equivalent to 50% of the scheduled work duration.*
- *Service provided per this rate sheet is approved by the customer in the form of a purchase order or written authorization for additional hours prior to dispatching field personal to site.*
- *Other chargeable time will be invoiced which may include additional PWH and/or overtime spent at the customer’s facility, round trip travel to and from site, time spent preparing written service reports, and time for other customer requested activities.*
- *A minimum of four (4) hours is charged for any service call to a client’s facility.*
- *ABB Inc. General Terms and Conditions of Sales apply.*
- *All orders are subject to credit approval by ABB.*
- *The standard delivery lead-time for parts and materials is eight weeks from acceptance of order.*



-
- *All information contained herein is proprietary data of ABB Inc. and that no disclosure, reproduction or use by third parties may be made without written permission of ABB.*
 - *Customer approves the use of their company names in ABB newsletters, press releases, proposals, experience lists, and resumes (for proposal purposes) of our employees.*

2022 Holiday Schedule

Monday, Jan. 17 – Martin Luther King Holiday	Friday, Nov. 11 – Veterans Day
Monday, Feb. 21 – Presidents Day	Thursday, Nov. 24 –Thanksgiving Day
Monday, May 30 - Memorial Day	Friday, Nov. 25 –Thanksgiving Day (Day After)
Friday, July 1 – Independence Day (day before)	Friday, Dec. 23 – Day Before Christmas Eve
Monday, July 4 – Independence Day	Monday, Dec. 26 – Christmas Day (Monday After)
Monday Sept. 5 - Labor Day	

Appendix B – My Control System Access

Please complete the form below and include it with your Purchase Order to complete registration and/or renewal of your My Control System access.

Contact Name	Contact Phone Number	Contact address	e-mail	What system(s) is this contact responsible for? (Only required for multi-system contracts)	User Role
					Control System Administrator
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer



Appendix C – Cyber Security Patch Delivery

Please complete the form below and include with your Purchase Order to receive proper delivery of your Cyber Security Patch Disc(s).

Contact Name	Contact Phone No.	Address	City	State	Zip Code



Appendix D – Change Order Form

ABB Inc. is pleased to provide to you, this change to purchase order _____ dated _____, which includes terms and conditions and pricing per service agreement proposal _____ to support the following scope:

Labor	Quantity	List	Discount	Total
Standard labor (1X)				
Overtime labor (1.5x)				
Double time labor (2x)				
Holiday labor (3X)				
Total Labor				
Expenses	Quantity	List	Discount	Total
Miles				
Air fare				
Hotel				
Pier diem				
Car rental				
Parking/tolls				
Other				
Admin				
Total Expenses				
Parts	Quantity	List	Discount	Total
Parts				
Total Parts				
Miscellaneous	Quantity	List	Discount	Total
+				
+				
-				
Total Miscellaneous				
Total Price				

All the terms and conditions of Purchase Order _____ dated _____ remain in full force and effect and control this change.

If this proposal meets with your approval, please submit an adjusted or new purchase order referencing proposal number _____ for the amount of _____.

Appendix E – Remote Access Link Consent Form



____ (“Customer”) agrees and consents to allow ABB Inc. remote access to the ABB system(s) and equipment(s) installed in the _____ facility(s).

Access shall occur either by a Customer supplied remote access method or with the ABB Remote Access Platform (RAP) software that establishes connectivity via a Secured-Sockets Layer (SSL) tunnel between software installed at site and servers located in a secured environment that are maintained via ABB maintenance and security standards.

ABB will submit a listing of those ABB employees who will be remotely accessing the ABB systems and equipment, as modified from time-to-time (“ABB Employees”).

(Site Contacts Name, Email and Phone #) _____

Are those Customer representatives who may permit any other ABB employee or representative access. Only those ABB Employees identified by ABB and Site Contacts shall be permitted remote access.

The remote access request will be initiated by any Customer employee either by phone or email. A Customer employee shall be in communication with the ABB representative at times during the remote access session. ABB is not responsible for the actions of the Customer employee during the session. The remote access shall be limited to the time frame necessary to perform the services requested by Customer. A log/record will be created for each login if the customer is utilizing ABB RAP Solution and this log/record is accessible to customers by request for the previous two weeks of logs/records.

The services provided by ABB during the remote access session shall be governed by the terms and conditions in place between the Customer and ABB or in the event of no such terms and conditions, ABB standard terms and conditions.

CUSTOMER:

By: _____

Title: _____

Date: _____



RAP Setup Options

In order to keep all RAP connections secure, ABB has 2 recommendations regarding the installation of the Virtual Support Engineer (VSE) software on site. ABB currently has a list of recommended support groups that will be given access to a site depending on the system type.

☐ Unassisted Remote Access (Default Option)

- The VSE is installed and configured with the "Offline Mode" option turned OFF in control panel.
- ABB users will be allowed to connect to site on an as needed basis
- In case of emergency or after-hours support, ABB representative will be able to connect to site
- Default access to each site will be determined via recommended support group listings
- Additional users will be added on an as needed basis

☐ Assisted Remote Access

- The VSE is installed and configured with the "Offline Mode" option turned **ON** in control panel. This allows the customer to control who can access the site.
- The VSE is configured with a security policy setting which requires the customer to approve each user who attempts to connect and terminate the connection when the work is complete.
- In case of emergency or after-hours support, customer representative will need to give access
- Default users to each site will be determined via recommended support group listings.
- Site representative will need to send an email and verify new users

ABB Approved Groups (Select all that apply)

- ☐ Level 2 Technical Support
- ☐ Level 3 Technical Support
- ☐ Drive Support Group
- ☐ Optimization Group

ABB Approved Users (Type in approved users)

Appendix F – ABB Ability™ Loop Performance Monitoring Scope of Supply & Customer Responsibilities

The following makes up ABB's Base Scope of Supply:

General

- Compose ABB Ability™ LPM project team: Customer and ABB
- Plan project execution: time line and activity list
- Confirm control system infrastructure and topology for hardware and software

Hardware Scope of Supply

- One (1) dedicated server to host ABB Ability™ LPM Edge platform

Initial Installation and Commissioning, Onsite

To maximize the potential benefits of ABB Ability™ LPM, ABB will provide onsite implementation. Although ABB Ability™ LPM can detect system issues, implementation plays an important part in helping correct identified issues to optimize system performance.

Onsite activities will include:

- Loading software and licenses
- Setup/testing of local and remote connections
- Verifying and validating OPC connectivity
- Installing/testing ABB Ability™ LPM client software
- Channel and basic training, Q&A time, KPI support, track rules, configuration changes, and functional support

Channel Configuration and Activation, Remote

- Define process areas and/or system extent
- Configure LPM Channels
- Verify and validate data collection
- Baseline setting of actual performance by evaluating initial collected data
- Continuous raw data collection and KPI generation
- Periodic technical reports
 - Two technical checks each year, based upon system accessibility
 - Technical check findings and recommendations will be presented to customer via a conference call
 - Improvement plan with recommendations will be provided with specified onsite activities for implementation, which are included up to one man-week per semi-annual site visit. An option for additional tuning engineer site visits may be selected with contract.

Phone Support, Remote *

- Channel and basic training, Q&A, KPI support, track rules, configuration changes, and functional support via phone is included.

Periodic Maintenance, Remote *

Periodic maintenance will take place using remote platform. Activities may include:

- Upgrade(s) to ABB Ability™ LPM software when applicable
- Microsoft Windows and Antivirus updates if implemented on an ABB-supplied server
- Windows backups

Onsite Training (optional, purchased separately)

ABB can provide optional detailed onsite ABB Ability™ LPM training. An ABB engineer would perform this training onsite or remotely with the customer or ABB resident engineer. This training session will include:

- An in-depth demo of the ABB Ability™ LPM and Software
- Instruction on how to operate ABB Ability™ LPM Channel, Software
- Instruction on how to configure the Track feature and email alerts (if used)
- A review of all current KPIs/Alarms
- Standard user and configuration manuals

** If remote connection is not available, additional travel time plus travel and living expenses will be required. T&L will be charged at actual cost plus 10%.*

Customer Responsibilities

LPM Services – Customer Responsibilities

It is assumed by ABB that the following items will be supplied by the Customer:

- Documentation and control loop information, including DCS logic drawings and tag databases.
- Allow remote connection to the system. (Please note that remote access is not required for LPM and the customer chooses whether to allow remote access. If permitted, secure remote access will be configured per customer requirements with supervised remote access.) **
- Any additional licenses and hardware that may be required
- For Harmony-based systems, the services proposed in this document will require a customer-provided Harmony Connect OPC Server or a dedicated IET or CIU module to connect to all Harmony/INFI90 (INFINET) communication loops using a central loop with local INFINET bridges. The CIU can be an ICT12 with A.0 firmware or ICT03/13 with G.0 firmware. A bridge module must be at least an IIT03 with B.4 firmware combined with a NIS01 with E.6 firmware. If a dedicated CIU is provided, the customer-provided serial cable needs to be within range of the server.
- For Harmony-based systems, access to the Symphony/Harmony/INFI90 control system is required while plant operations are running at steady state or at a level where normal control system operations can be expected.

*** If remote connection is not available, additional travel time plus travel and living expenses will be required. T&L will be charged at actual cost plus 10%.*

LPM Platform – Customer Responsibilities

OPC Test Client

The customer will configure the communication to the OPC server(s) using an OPC test client.

OPC or System Connectivity



LPM data capture and analysis services can be utilized on ABB and third-party systems. The LPM platform and service channels utilize data accessed through an OPC network connection. This connection is required for each of the systems where

data collection is required. If the customers system does not have an OPC-compliant connection available, additional hardware, software and installation services may be required. If required, an additional proposal will be supplied that will outline the options for connectivity solutions based on the type of channel selected, as well as the cost to implement each solution. This proposal will be provided after the method of connection is selected by the customer. Customer will be responsible for providing all required cables and equipment to connect ABB Ability™ LPM to the system.

Virus Scanning Software

The customer will supply the virus scanning software license and software to be installed on the LPM Platform server. Customer's local and corporate IT departments normally specify the virus checking software and most have corporate license agreements with the virus scanning software supplier that they prefer. ABB will assist the customer when installing the virus scanning software supplied by the customer once the ABB Ability™ LPM arrives on site.

Computer Power

The customer will supply computer-quality power for the LPM platform server. The specification for the power supplied will be provided in the product manual.

Platform Server Installation Location

The customer will supply a clean air-conditioned environment that is suitable for operation of industrial servers. Air-conditioning and decontamination of the air in the installation location is required to ensure reliability of the server hardware that is supplied. The LPM Platform server is designed to be installed in industrial server rooms in an existing cabinet with sufficient space and power supplies to accomodate the server.

LPM Platform Hardware and Software Maintenance

ABB Ability™ LPM is an industrial server hardware and software solution. Annual maintenance plans and requirements are detailed in ABB's PGCare maintenance management system. Minimal services are needed to back up system software, update virus software and Microsoft software and defragment hard disk. Other maintenance required consists of inspection services.

LPM Virtual

LPM Virtual does not require the purchase of hardware. It is available to customers who have the necessary server capacity already available in their facilities. The customer will supply the required Windows operating system.

ABB Ability™ LPM Implementation

It is recommended that the customer act on ABB's recommendations to fully maximize the potential benefits of ABB Ability™ LPM. Although ABB Ability™ LPM can detect system issues, implementation plays an important part in helping correct identified issues to optimize system performance and show value.



The following terms and conditions are applicable to this order entered into by and between the City of Hagerstown, Maryland (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS No modifications of this order shall be binding upon Buyer unless approved in writing by Buyer or authorized representative of Buyer. Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at Seller's expense.

ASSIGNMENT Any assignment of this order, performance of work hereunder, in whole or in part, or monies due, or monies to become due hereunder, shall be void unless consented to by Buyer in writing. Any such consent shall be in writing and shall be subject to the terms and conditions of this order.

Appendix C - City of Hagerstown Term and Conditions

TERMINATION Buyer reserves the right to terminate this order in whole or in part for default if Seller fails to perform in accordance with any of the requirements of this order. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer.

F.O.B. In those cases where prices stated are not F.O.B. destination, Seller is required to prepay charges and list on invoice.

TERMS By accepting this order, the Seller agrees that payment terms shall be Net 30 days unless otherwise stated. Payment will be made in accordance with Buyer's policies and procedures.

INVOICING Seller must render an original invoice in duplicate to the Bill to Department stated on the front of this order.

TAX Buyer is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer's Tax Exemption number in acquiring such materials.

PURCHASE ORDER NUMBER Purchase Order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this order.

COMPLIANCE

- A. The Contractor shall observe and comply with all Federal, State, local and municipal laws, ordinances, rules and regulations that would apply to this order/contract.
- B. Seller shall comply, when applicable, with the provisions set forth by the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by U.S. Department of Labor (29CFR Part 5).
- C. Seller shall provide access to pertinent records relative to contract/order for a period of three (3) years after the last receipt of payment is made under this contract/order.

INSPECTION All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at Seller's expense.

LITIGATION VENUE The parties agreed that venue and jurisdiction of all litigation arising from this contract/order shall be in the State Courts located in Washington County, Maryland. This contract/order shall be construed pursuant to Maryland Law.

PAYMENT CHANGES Payments will only be made to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company and approved by an authorized City official.

ANTI-DISCRIMINATION Sellers doing business with Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age, with regard to, but not limited to, the following: employee practices, rates of pay or other compensation methods and training selection.

LEGAL RESPONSIBILITY By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and local laws, statutes, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK Seller shall save and hold harmless Buyer, its employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INSURANCE If the Seller is required to go on City property to perform work or services, the Seller shall assume full responsibility and expense to obtain all necessary insurance as required by the City.

INDEMNIFICATION - To the extent authorized by law, Seller shall indemnify, save and hold harmless Buyer, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontracts or assignees pursuant to the terms of this order.

REPRESENTATIVES All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

OFFER/ACCEPTANCE If the Purchase Order refers to your bid then the purchase order is an ACCEPTANCE of your OFFER TO SELL, as stated in your bid. If no bid is referenced, the Purchase Order is an OFFER TO BUY, subject to your acceptance, which can be demonstrated by your performance of the Order or by a formal acknowledgment. Any COUNTER-OFFER TO SELL is automatically construed as CANCELLATION of the Purchase Order unless a change order is issued accepting a counter offer.

NEW GOODS All equipment delivered against the Purchase Order shall be newly manufactured and of the manufacturer's current model unless otherwise specified.

QUALITY The Buyer, City of Hagerstown, will be the sole judge in determining acceptability and satisfaction in regard to quality, price and performance.

O.S.H.A. All chemicals, equipment and materials proposed and/or used in the performance of the Purchase Order must conform to the standards required by O.S.H.A.

MATERIAL SAFETY DATA SHEETS (MSDS s) are to accompany each shipment when applicable.

ADDITIONAL TERMS AND CONDITIONS FOR CITY OF HAGERSTOWN

In the event of inconsistency between the CITY OF HAGERSTOWN TERMS AND CONDITIONS ("City Terms") and these ADDITIONAL TERMS AND CONDITIONS, the City Terms shall prevail

1. **Payment.**

Payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by City of Hagerstown check.

2. **Delivery.**

All Equipment manufactured, assembled or warehoused in the continental United States is delivered FOB destination.

3. **Risk of Loss.**

Except with respect to Software (for which title shall not pass, use being licensed) title and risk of loss to Equipment shall transfer to Buyer upon completion of delivery as set forth in Paragraph 2.

4. **Warranty.**

(a) Equipment and Services Warranty. Seller warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and Spare Parts) shall end twelve (12) months after acceptance or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to Seller promptly after such discovery and within the applicable Warranty Remedy Period, Seller shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing



warranty, and written notice of such nonconformity is provided to Seller promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, Seller will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exceptions. Seller shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re assembly of non-Seller supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Buyer's risk and expense. Seller shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to Seller's instructions; (iv) is comprised of materials provided by or a design specified by Buyer; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by Seller but manufactured by others will be purchased new at the time of the project and will be warranted to the extent of the manufacturer's warranty, and the remedies, provided by the manufacturer will be allowed

(d) Software Warranty and Remedies. Seller warrants that, except as specified below, the Software will, when properly installed, execute in accordance with Seller's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date immediately following thirty (30) consecutive days of successful operation (with no functionality issues with the software or the programming) following start-up, and written notice of such nonconformity is provided to Seller promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, Seller shall correct the nonconformity by, at its option, either (i) modifying or making available to the Buyer instructions for modifying the Software; or (ii) making available at Seller's facility necessary corrected or replacement programs. Seller shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Buyer-supplied software or interfacing. Seller does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Buyer, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED.

5. Limitation of Liability

In no event shall Seller, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute



equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages. Seller's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Purchase Order or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair,

replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Purchase Order, or from any services rendered in connection therewith, shall in no case exceed the purchase order price.

6. Force Majeure

Seller shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics, Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production.

7. Termination

No termination by Buyer for material default shall be effective unless, within fifteen (15) days after receipt by Seller of Buyer's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

8. Intellectual Property Indemnification

(a) Seller shall defend at its own expense any action brought against Buyer alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by Seller (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Buyer has given Seller prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Buyer.

(b) Seller shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by Seller; (ii) any Equipment or Process supplied according to a design, other than a Seller design, required by Buyer; (iii) any products manufactured by the Equipment or Process; (iv) any patent issued after the date hereof; or (v) any action settled or otherwise terminated without the prior written consent of Seller.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, Seller shall, at its option and its own expense, procure for Buyer the right to continue using said Equipment; or modify or replace it



with non infringing equipment or, with Buyer's assistance, modify the Process so that it becomes non infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF SELLER AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

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

Topic:

Approval of an Ordinance: Amending the City Code, Chapter 64, Article IV – Modifications of Electrical Registration and Fee Structure

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

MCC_Packet_Approve_Ordinance_Modifications_of_Electrical_Registration_and_Fee_Structure_12_21_2021.pdf

Approval of an Ordinance: Amending the City Code, Chapter 64, Article IV – Modifications of Electrical Registration and Fee Structure

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: December 21, 2021

TOPIC: Approval of an Ordinance: Amending the City Code, Chapter 64, Article IV
– Modification of Electrical Registration and Fee Structure

Charter Amendment

Code Amendment

Ordinance

X

Resolution

Other

MOTION: I hereby move for the Mayor and City Council to approve an ordinance to amend Chapter 64, Building Construction to modify the registration and fee structure for electrical license holder registrations. The modification would create registration fees for the City of Hagerstown Journeyman Electrician and Apprentice Electrician. This proposed modification to the registration and fee structure is due to a change in State of Maryland Board of Electricians requirements.

DATE OF INTRODUCTION: 11/23/21

DATE OF APPROVAL: 12/21/21

DATE OF PASSAGE: 01/20/22

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN, CHAPTER 64 (BUILDING CONSTRUCTION), ARTICLE IV (ELECTRICAL STANDARDS), SECTION 89.19, TO MODIFY THE REGISTRATION REQUIREMENTS AND ASSOCIATED FEES

RECITALS

Whereas, Section 89.19 of Chapter 64, Building Construction, provides for registration of all individuals and firms who desire to engage or work in the business of electrical work within the City; and

Whereas, the Mayor and Council desire to modify the requirements, process, and fees for such registration to reflect and incorporate recent changes in the State of Maryland Board of Electricians' requirements;

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:

Chapter 64, Section 89.19, is hereby amended as follows:

89.19 Registration Requirements. All individuals and firms who desire to engage or work in the business of electrical work within the City of Hagerstown are required to procure an electrical registration from the Department. It shall be unlawful for any person to do electrical work in the City of Hagerstown unless first registered to do so, as hereinafter provided, as a Master Electrician or Restricted Master Electrician or as a Journeyman or Apprentice that is employed directly under the immediate supervision of the master or restricted master electrician.

- A. **Required Documents.** All electricians who desire to obtain a registration from the City shall be licensed with the State of Maryland Board of Electricians as a Master and Journeyman, or as a restricted Master with Washington County, or be an Apprentice accepted by a licensed Master Electrician for training and enrolled in an approved apprenticeship program.

All electricians must present their Maryland State license, or Washington County restricted license, or Apprenticeship employment and program documentation, together with their certificate of insurance as required by the state, a current government issued photo I.D., and payment of fees.

- B. **Requirements for insurance.** Prior to being issued a registration, each electrician shall file with the Planning & Code Administration Department proof of liability insurance coverage or surety in the amount as specified by the Maryland Board of Electricians conditioned to keep and save the City of Hagerstown harmless and free from any damages or expenses in connection with any work or act by a registered electrician performing electrical work in the City of Hagerstown.
- C. **Registration period.** The license period shall be for a maximum period of two (2) years and expire December 31 of the even calendar year.
- D. **Registration fees.** A bi-annual registration fee is required as set forth herein. If a registration has lapsed for more than thirty (30) days, the new rate applies. In addition to the bi-annual registration fee required herein, each applicant is required to pay a technology fee. The bi-annual registration fees are set forth below and include the \$40 technology fee:

Master/Restricted Master	New: \$150.00	Renew: \$125.00
Journeyman	New: \$95.00	Renew: \$70.00

Apprentice

New: \$85.00

Renew: \$60.00

- E. **Use of name or registration by others.** Any electrical firm, association or corporation may apply for and receive a master or restricted master electrician registration in the City of Hagerstown, provided that only one master or restricted master electrician be authorized to secure permits for that firm, association, or corporation. Only a registered master or restricted master electrician may apply for permits.

No electrician, electrical firm, association or corporation shall allow his/her or its name or registration to be used by any other person, firm, association or corporation for the purpose of obtaining electrical permits or for any purpose whatsoever. The re-assignment of a state license is not permitted.

- F. **Supervision of work done.** All electrical work done by any electrical firm, association or corporation so registered as provided for herein shall be executed by or under the immediate supervision of the registered member. A City of Hagerstown registered Master or Journeyman is required onsite at all times while electrical work is being performed.
- G. **Suspension or revocation of registration.** The code official may suspend or revoke any electrician's registration for failure to correct faulty, dangerous or improper work, performing electrical work without proper permits or for lending his/her name or registration to others for the purpose of obtaining electrical permits. The holder of said electrician registration may appeal the suspension or revocation to the Board of Code Appeals as outlined in Chapter 10, Article XIV, of the Code of the City of Hagerstown.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that this Ordinance shall become effective 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 Keller, Mayor

Date of Introduction: November 23, 2021
Date of Passage: December 21, 2021
Effective Date: January 20, 2022

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

Topic:

Approval of a Resolution: Assignment and Assumption of Lease Agreement between GB&J's, LLC and HMS Hagerstown, LLC

Mayor and City Council Action Required:

Request approval of an Assignment and Assumption of Lease between GB&J's LLC and HMS Hagerstown, LLC to assign the Lease Agreement, dated February 26, 2021, between the City and GB&J's LLC to HMS Hagerstown LLC for the substation property and equipment located on Eastern Boulevard South

Discussion:

Financial Impact:

HMS Hagerstown LLC will assume the responsibility of the \$200,000 obligation to purchase the substation property in addition to reimbursement for associated legal fees

Recommendation:

Recommend Approval

Motion:

Action Dates:

Regular Session 12/21/2021

ATTACHMENTS:

File Name

Description

Motion_and_Resolution_-_Lease_Assignment_HMS_Hagerstown__LLC.pdf

Motion,
Resolution,
and
Assignment
Agreement

Motion_for_Approval_of_Lease_Assignment_20211214.pdf

Motion Sheet

Memorandum_20211214_Work_Session.pdf

Memorandum

GB_J_s_LLC.TerrAscend.Assignment_of_Substation_Lease.v2JM_CLEAN.pdf

Lease
Assignment

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 21, 2021

TOPIC: Approval of a Resolution for Assignment and Assumption of Lease between GB&J's, LLC and HMS Hagerstown, LLC

Charter Amendment	☐
Code Amendment	☐
Ordinance	☐
Resolution	☒
Other	☐

MOTION: I hereby move that the Mayor and City Council approve the attached Resolution authorizing the entry into an Assignment and Assumption of Lease with GB & J's, LLC and HMS Hagerstown, LLC

DATE OF INTRODUCTION: 12/21/2021
DATE OF PASSAGE: 12/21/2021
EFFECTIVE DATE: 12/21/2021

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE ENTRY INTO
AN ASSIGNMENT AND ASSUMPTION OF LEASE
WITH GB & J's, LLC AND
HMS HAGERSTOWN, LLC**

RECITALS

WHEREAS, the City of Hagerstown is a Maryland Municipal Corporation existing under and by virtue of the law of the State of Maryland ("the City"). GB & J's, LLC, is Maryland limited liability company formed and existing under the laws of the State of Maryland, ("GB & J's"). HMS Hagerstown, LLC, is a Maryland limited liability company formed and existing under the laws of the State of Maryland ("HMS Hagerstown"). The City, GB & J's, and HMS Hagerstown are sometimes hereinafter referred to as the "Parties."

WHEREAS, the City and GB & J's, LLC are parties to that certain Lease Agreement made as of February 26, 2021 (the "Lease"), pursuant to which GB & J's leases that certain property known as 548 Eastern Blvd South (the "Substation Premises").

WHEREAS, GB & J's and HMS Hagerstown, LLC are parties to an Agreement of Sale of Membership Interests Agreement made as of October 27, 2021 (the "Agreement"), pursuant to which as of the date hereof GB & J's shall sell to HMS Hagerstown, LLC certain property known as 273 E. Memorial Boulevard, Hagerstown, Maryland (the "273 E. Memorial Property"). The 273 E. Memorial Property is in close proximity to the Substation Premises, and HMS Hagerstown, LLC desires to lease the Substation Premises in connection with its use of the 273 E. Memorial Property.

WHEREAS, This Assignment is being delivered pursuant to Section 11(c)(iii) of the Agreement and Section 12.1 of the Lease.

WHEREAS, the City and GB & J's are parties to a Purchase Agreement for the Substation Premises, authorized by an Ordinance effective December 24, 2021. While GB & J's shall assign all of its interest in the Purchase Agreement to HMS Hagerstown, HMS Hagerstown, wishes to occupy and rent the Substation Premises from the City until the sale of the Substation Premises is consummated.

WHEREAS, the Mayor and Council of the City of Hagerstown find it to be in the best interests of the citizens of the City to enter into the attached Assignment and Assumption of Lease.

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

1. The foregoing recitals be and are hereby incorporated herein by reference.
2. That the Mayor be and is hereby authorized to execute and deliver to GB & J's, LLC and HMS Hagerstown, LLC, the Assignment and Assumption Lease, which is attached hereto and incorporated herein by reference.

3. That the Mayor be and is hereby authorized to execute and deliver any further documentation that may be necessary to effectuate the purpose of this resolution.

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

ATTEST:

MAYOR AND COUNCIL

Donna K. Spickler, City Clerk

Emily N. Keller, Mayor

Date of Introduction: December 21, 2021
Date of Passage: December 21, 2021
Effective Date: December 21, 2021

PREPARED BY:
SALVATORE & MORTON, LLC
City Attorneys

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the “Assignment”) is made effective as of November 12, 2021, by and between **GB&J’S LLC**, a Maryland limited liability company (“Assignor”), and **HMS HAGERSTOWN, LLC**, a Delaware limited liability company (“Assignee”).

W I T N E S S E T H:

A. Assignor and The City of Hagerstown, Maryland, a municipal corporation existing under and by virtue of the law of the State of Maryland (“Landlord”) are parties to that certain Lease Agreement made as of February 26, 2021 (the “Lease”), pursuant to which Assignor leases that certain property known as 548 Eastern Blvd South as depicted therein (the “Substation Premises”).

B. Assignor and Assignee are parties to an Agreement of Sale of Membership Interests Agreement made as of October 27, 2021 (the “Agreement”), pursuant to which as of the date hereof Assignor has sold to Assignee certain property known as 273 E. Memorial Boulevard, Hagerstown, Maryland (the “273 E. Memorial Property”). The 273 E. Memorial Property is in close proximity to the Substation Premises, and Assignee desires to continue to lease the Substation Premises in connection with its use of the 273 E. Memorial Property.

C. This Assignment is being delivered pursuant to Section 11(c)(iii) of the Agreement and Section 12.1 of the Lease.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest of Assignor as tenant in and to the Lease.

2. Assumption. Assignee hereby assumes, and agrees to be bound by, all of the covenants, agreements and obligations of Assignor as tenant under the Lease, including but not limited to the obligation to pay the Landlord’s legal fees in connection with the subdivision of the Substation Premises and the negotiation and preparation of a purchase agreement for the sale of the Substation Premises as set forth in Section 19 of the Lease, which shall arise or be incurred, or which are required to be performed, on and after the date of this Assignment.

3. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument. The transmission of a signed counterpart of this Assignment by facsimile or by portable document file shall have the same force and effect as delivery of an original signed counterpart of this Assignment and shall constitute valid and effective delivery for all purposes.

4. Binding Effect. This Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.
[signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

ASSIGNOR:

ASSIGNEE:

GB&J'S LLC

HMS HAGERSTOWN, LLC

By:_____

By:_____

Print Name:_____

Print Name:_____

Title: _____

Title:_____

Pursuant to Section 12.1 of the Lease, the undersigned Landlord hereby consents to the Assignor's assignment of its interest as tenant under the Lease to the Assignee.

LANDLORD:

THE CITY OF HAGERSTOWN, MARYLAND

By:_____

Print Name: Emily N. Keller

Title: Mayor

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: December 21, 2021

TOPIC: Approval of a Resolution for Assignment and Assumption of Lease between GB&J's, LLC and HMS Hagerstown, LLC

Charter Amendment	☐
Code Amendment	☐
Ordinance	☐
Resolution	☒
Other	☐

MOTION: I hereby move for the approval of an Assignment and Assumption of Lease between GB&J's LLC and HMS Hagerstown, LLC to assign the Lease Agreement, dated February 26, 2021, between the City and GB&J's LLC to HMS Hagerstown LLC for the substation property and equipment located on Eastern Boulevard South

DATE OF INTRODUCTION: 12/21/2021
DATE OF PASSAGE: 12/21/2021
EFFECTIVE DATE: 12/21/2021



425 East Baltimore Street

Hagerstown, MD 21740-6105

December 8, 2021

To: Scott Nicewarner, City Administrator

From: Nathan Fridinger, Electric Operations Manager
Nancy Hausrath, Director of Utilities

Subject: GB&J's LLC – Assignment of Lease and Purchase Agreements

An ordinance to sell the substation to GB&J's for \$200,000, plus reimbursement to the City for its attorney's fees and subdivision fees is to be in effect December 24, 2021. GB&J's, the entity renting from the City with agreement to purchase the substation property on Eastern Boulevard has sold substantially all of the assets to HMS Hagerstown, LLC. Under the Purchase Agreement, GB&J's has the absolute right to assign its contract rights to a third party that has succeeded to substantially all the business and assets.

The Lease Agreement with GB&J's remains in effect and will require the City's consent for Assignment to HMS Hagerstown, LLC until closing of the substation property occurs. The attorneys for TerrAscend, GB&J's, and the City have agreed to the attached copies of the Assignments for the Purchase and Lease Agreements with the understanding that HMS Hagerstown, LLC will now be responsible for the City's legal fees incurred.

Staff recommends approval of the Assignment and Assumption of Lease and the Assignment and Assumption of Purchase Agreement to HMS Hagerstown LLC, a subsidiary of TerrAscend, a leading North American cannabis operator in the medical and legal adult-use market, and will be available at the December 14, 2021 Work Session Meeting for questions.

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the “Assignment”) is made effective as of November 12, 2021, by and between **GB&J’S LLC**, a Maryland limited liability company (“Assignor”), and **HMS HAGERSTOWN, LLC**, a Delaware limited liability company (“Assignee”).

W I T N E S S E T H:

A. Assignor and The City of Hagerstown, Maryland, a municipal corporation existing under and by virtue of the law of the State of Maryland (“Landlord”) are parties to that certain Lease Agreement made as of February 26, 2021 (the “Lease”), pursuant to which Assignor leases that certain property known as 548 Eastern Blvd South as depicted therein (the “Substation Premises”).

B. Assignor and Assignee are parties to an Agreement of Sale of Membership Interests Agreement made as of October 27, 2021 (the “Agreement”), pursuant to which as of the date hereof Assignor has sold to Assignee certain property known as 273 E. Memorial Boulevard, Hagerstown, Maryland (the “273 E. Memorial Property”). The 273 E. Memorial Property is in close proximity to the Substation Premises, and Assignee desires to continue to lease the Substation Premises in connection with its use of the 273 E. Memorial Property.

C. This Assignment is being delivered pursuant to Section 11(c)(iii) of the Agreement and Section 12.1 of the Lease.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest of Assignor as tenant in and to the Lease.

2. Assumption. Assignee hereby assumes, and agrees to be bound by, all of the covenants, agreements and obligations of Assignor as tenant under the Lease, including but not limited to the obligation to pay the Landlord’s legal fees in connection with the subdivision of the Substation Premises and the negotiation and preparation of a purchase agreement for the sale of the Substation Premises as set forth in Section 19 of the Lease, which shall arise or be incurred, or which are required to be performed, on and after the date of this Assignment.

3. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument. The transmission of a signed counterpart of this Assignment by facsimile or by portable document file shall have the same force and effect as delivery of an original signed counterpart of this Assignment and shall constitute valid and effective delivery for all purposes.

4. Binding Effect. This Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.
[signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

ASSIGNOR:

ASSIGNEE:

GB&J'S LLC

HMS HAGERSTOWN, LLC

By:_____

By:_____

Print Name:_____

Print Name:_____

Title: _____

Title:_____

Pursuant to Section 12.1 of the Lease, the undersigned Landlord hereby consents to the Assignor's assignment of its interest as tenant under the Lease to the Assignee.

LANDLORD:

THE CITY OF HAGERSTOWN, MARYLAND

By:_____

Print Name: Emily N. Keller

Title: Mayor

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

Topic:

Approval of a Resolution: License Agreement for Public Art on West Lee Street

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_and_Resolution_-_License_Agreement_-_Public_Art_on_W_Lee_Street.pdf	Motion and License Agreement - Public Art on Lee Street
Approval_of_a_Resolution__License_Agreement_for_Public_Art_on_West_Lee_Street.pdf	Approval of a Resolution License Agreement for Public Art on West Lee Street

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 21, 2021

TOPIC: Approval of a Resolution: License Agreement for Public Art on West Lee Street

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

MOTION: I hereby move for the approval of a Resolution authorizing the execution of a License Agreement granted by Lee Street Holdings, LLC permitting the installation and stipulating the long term maintenance of the public sculpture by artists Carol Jarvis and Gregory Gannon on their property on the south side of Lee Street adjacent the Cultural Trail.

DATE OF PASSAGE: 12/21/2021



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

December 14, 2021

TO: Scott Nicewarner, City Administrator
FROM: Rodney Tissue, City Engineer *Ran*
RE: **License Agreement for Public Art on West Lee Street**

As a follow-up to approving the contract with the artists in November, attached is the License Agreement granted by Lee Street Holdings, LLC (John Barr) for the completion and long term maintenance of the public sculpture by artists Carol Jarvis and Gregory Gannon on his property on the south side of Lee Street.

Staff will be available on Tuesday to review this project with the Mayor & Council.

Attachment: License Agreement

Cc: John Barr

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A LICENSE AGREEMENT BETWEEN THE CITY OF
HAGERSTOWN AND LEE STREET HOLDINGS, LLC
TO PERMIT THE CITY OF HAGERSTOWN TO INSTALL
AND MAINTAIN A SCULPTURE IN CONNECTION
WITH THE HAGERSTOWN CULTURAL TRAIL.**

RECITALS

WHEREAS, the City of Hagerstown, Maryland is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland; and

WHEREAS, the City intends to purchase and maintain a public sculpture by renowned artists Carol Jarvis and Gregory Gannon ("the Sculpture") for the enjoyment and benefit of the public in connection with the Hagerstown Cultural Trail being developed by the City of Hagerstown; and

WHEREAS, the proposed location of said Sculpture is adjacent the Cultural Trail, at 87 West Lee Street, Hagerstown, Maryland on a concrete wall and decorative metal screening located on the property owned by Lee Street Holdings, LLC; and

WHEREAS, in order to install and maintain the Sculpture, it is necessary for the City of Hagerstown to acquire certain rights with respect to the said property, which rights are further described in the attached License Agreement and further depicted on Exhibit "A" to said License Agreement; and

WHEREAS, Lee Street Holdings, LLC has generously offered to grant the City a license agreement on the concrete wall and decorative screening on its property for the installation and maintenance of the Sculpture; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to enter into this License 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 Mayor be and is hereby authorized to execute and deliver the License Agreement between the City and Lee Street Holdings, LLC, a copy of which is attached hereto and incorporated herein by reference and to act as signatory on behalf of the City on any documentation necessary to effectuate the purpose of this resolution.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED 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: December 21, 2021
Date of Passage: December 21, 2021
Effective Date: December 21, 2021

PREPARED BY:
SALVATORE & MORTON
CITY ATTORNEY

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made as of this _____ day of _____, 2021, by and between Lee Street Holdings, LLC, hereinafter referred to as "Grantor," and the City of Hagerstown, a Maryland Municipal Corporation, hereinafter referred to as "Grantee."

WHEREAS, by virtue of a deed dated November 5, 2020 and recorded among the land records for Washington County, Maryland at Liber 6423, folio 394, Grantor is the owner of certain real estate known as 87 West Washington Street, Hagerstown, Washington County, Maryland, said property being more particularly described and depicted in the attached Exhibit A, which exhibit is incorporated herein by reference (the "Property"); and

WHEREAS, the Property is improved with an existing concrete sculpture base and decorative screening (hereinafter collectively the "Base"); and

WHEREAS, Grantor has agreed to permit Grantee to utilize the Base to install and maintain a public sculpture by renowned artists Carol Jarvis and Gregory Gannon ("the Sculpture") for the enjoyment and benefit of the public on the Lee Street side thereof for the use, enjoyment, and benefit of the public in connection with the adjacent Hagerstown Cultural Trail, developed by the Grantee; and

WHEREAS, in order to create and maintain the Sculpture, it is necessary for Grantee to acquire certain rights with respect to the Property, which rights are described hereinafter and the extent thereof further depicted on Exhibit "A"; and

WHEREAS, Grantor has agreed to grant the said license;

NOW, THEREFORE, THIS LICENSE AGREEMENT WITNESSETH:

That the foregoing recitals be and are incorporated herein as if restated verbatim.

That for and in consideration of the above premises, One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee a license as follows:

GRANTOR DOES GRANT unto Grantee a license in and the right to use that portion of Grantor's Property shown on and to the extent depicted as "Concrete Sculpture Base" and "Landscape Bed" on Exhibit "A," for the installation and maintenance of the Sculpture.

AND GRANTOR DOES FURTHER GRANT unto Grantee a license in and the right to use a certain area of Grantor's Property adjacent to the aforementioned Base (the "Access Area") from time to time as reasonably necessary in order to create, repair, access, maintain, and restore the Sculpture, which Access Area is more particularly shown on Exhibit "A." The Grantee will restore the Access Area to its original condition after any instance of Grantee's use thereof. Grantor will continue to be responsible for day to day routine maintenance of the Access Area, as well as the landscaping around the Base.

AND GRANTEE AND GRANTOR do hereby covenant and agree that the granting of this license is subject to the following additional rights and obligations:

1. Grantor will permit Grantee, its employees, agents, contractors and artists to install and maintain the Sculpture.

2. Grantor will allow the Sculpture to remain unchanged and unobstructed and will not permit new construction, landscaping or other improvements on the property that will obstruct the view of the Sculpture.

3. Grantee at its sole cost and expense, and upon reasonable notice to Grantor, shall ensure that the Sculpture is maintained as needed. In addition, if necessary as a result of degradation, graffiti or damage to the Sculpture, Grantee will provide for the removal, repair and replacement of the Sculpture, all at the Grantee's sole cost and expense. All such work shall occur within the Access Area.

4. Grantee may, at its sole cost and expense, clean, power wash and repair the Base and Sculpture with in-kind materials as deemed necessary in Grantee's discretion.

5. Grantor will maintain the landscaping installed in front of the Base and Sculpture.

6. Grantor may, in its sole discretion, terminate this License Agreement in writing upon ninety (90) days' notice to the Grantee.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day, month and year first above-written.

ATTEST:

GRANTEE
CITY OF HAGERSTOWN

Donna Spickler, City Clerk

Emily N. Keller, Mayor (SEAL)

WITNESS:

GRANTOR
LEE STREET HOLDINGS, LLC

Debra Murray

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

STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I hereby certify that on the 7th day of December, 2021, before me, the subscriber, a notary public of the State of Maryland, in and for Washington County, personally appeared Lee Street Holdings, by and through its President, John F. Barr, Grantor and affixed his signature and seal hereto with full authority to do so.



WITNESS my hand and seal:

NOTARY SEAL

Melinda Thomas
Notary Public
My Commission Expires: 4-17-2025

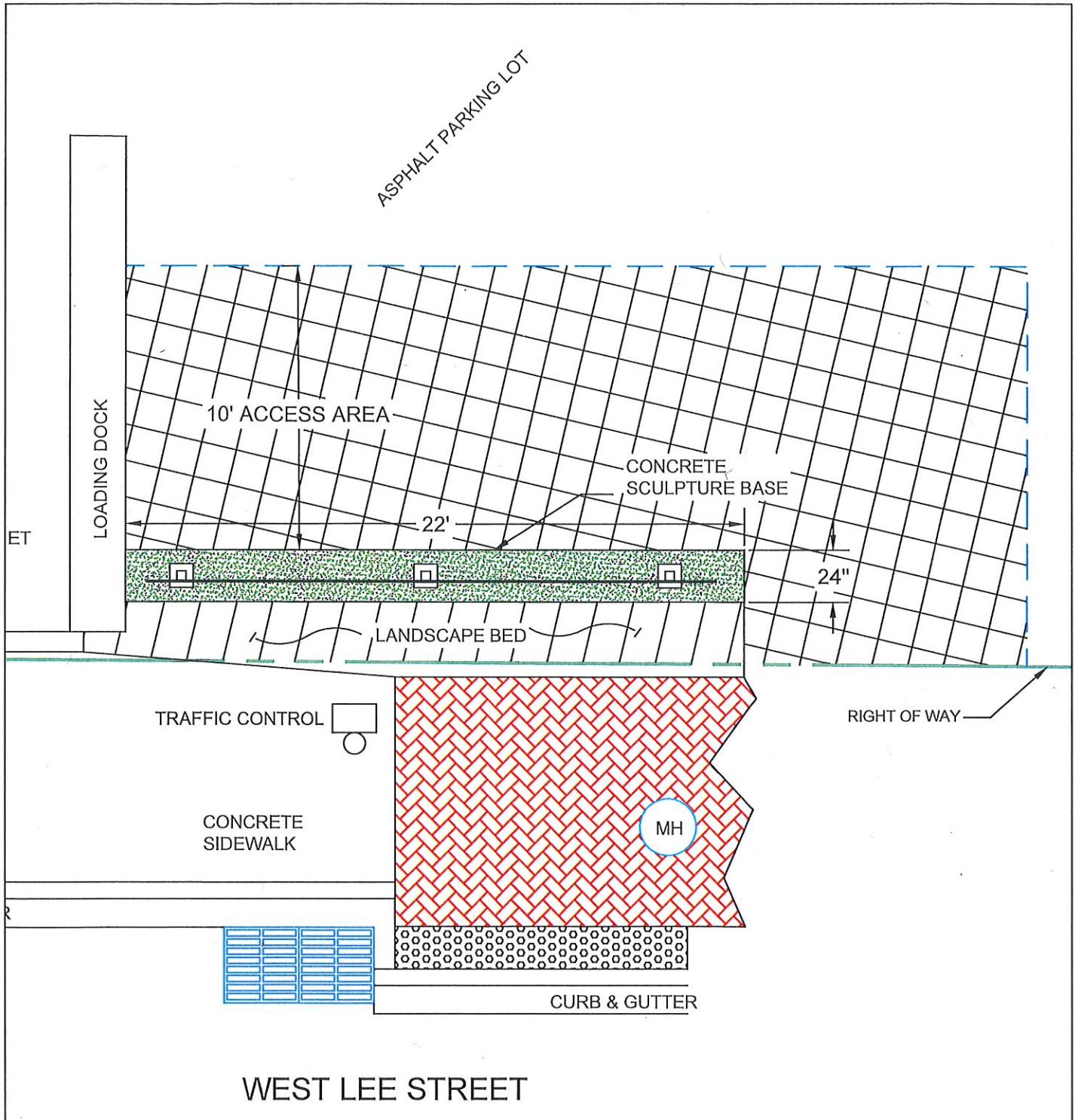
STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I hereby certify that on the _____ day of _____, 2021, before me, the subscriber, a notary public of the State of Maryland, in and for Washington County, personally appeared Emily N. Keller, Mayor of the City of Hagerstown, Maryland, a Maryland Municipal Corporation, party to the within License Agreement, and she acknowledged the same to be the act of said Grantee.

WITNESS my hand and seal:

NOTARY SEAL

Notary Public
My Commission Expire



NOTE: This plat or drawing is a "Special Purpose Survey" and is not a valid survey unless signed and sealed by a surveyor licensed in the State of Maryland.

Special Purpose Surveys COMAR (09.13.06.10)

CITY OF HAGERSTOWN, MD DEPARTMENT OF ENGINEERING			
EXHIBIT A			
Scale	NTS		
Drawn By	JNS	Date	11-23-21
Survey by	JNS/JLD	Date	11-22-21
Revised		Date	
Drawing Number	08-305-01		



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

December 14, 2021

TO: Scott Nicewarner, City Administrator
FROM: Rodney Tissue, City Engineer *Ran*
RE: **License Agreement for Public Art on West Lee Street**

As a follow-up to approving the contract with the artists in November, attached is the License Agreement granted by Lee Street Holdings, LLC (John Barr) for the completion and long term maintenance of the public sculpture by artists Carol Jarvis and Gregory Gannon on his property on the south side of Lee Street.

Staff will be available on Tuesday to review this project with the Mayor & Council.

Attachment: License Agreement

Cc: John Barr

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A LICENSE AGREEMENT BETWEEN THE CITY OF
HAGERSTOWN AND LEE STREET HOLDINGS, LLC
TO PERMIT THE CITY OF HAGERSTOWN TO INSTALL
AND MAINTAIN A SCULPTURE IN CONNECTION
WITH THE HAGERSTOWN CULTURAL TRAIL.**

RECITALS

WHEREAS, the City of Hagerstown, Maryland is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland; and

WHEREAS, the City intends to purchase and maintain a public sculpture by renowned artists Carol Jarvis and Gregory Gannon ("the Sculpture") for the enjoyment and benefit of the public in connection with the Hagerstown Cultural Trail being developed by the City of Hagerstown; and

WHEREAS, the proposed location of said Sculpture is adjacent the Cultural Trail, at 87 West Lee Street, Hagerstown, Maryland on a concrete wall and decorative metal screening located on the property owned by Lee Street Holdings, LLC; and

WHEREAS, in order to install and maintain the Sculpture, it is necessary for the City of Hagerstown to acquire certain rights with respect to the said property, which rights are further described in the attached License Agreement and further depicted on Exhibit "A" to said License Agreement; and

WHEREAS, Lee Street Holdings, LLC has generously offered to grant the City a license agreement on the concrete wall and decorative screening on its property for the installation and maintenance of the Sculpture; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to enter into this License 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 Mayor be and is hereby authorized to execute and deliver the License Agreement between the City and Lee Street Holdings, LLC, a copy of which is attached hereto and incorporated herein by reference and to act as signatory on behalf of the City on any documentation necessary to effectuate the purpose of this resolution.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED 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: December 21, 2021
Date of Passage: December 21, 2021
Effective Date: December 21, 2021

PREPARED BY:
SALVATORE & MORTON
CITY ATTORNEY

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made as of this _____ day of _____, 2021, by and between Lee Street Holdings, LLC, hereinafter referred to as "Grantor," and the City of Hagerstown, a Maryland Municipal Corporation, hereinafter referred to as "Grantee."

WHEREAS, by virtue of a deed dated November 5, 2020 and recorded among the land records for Washington County, Maryland at Liber 6423, folio 394, Grantor is the owner of certain real estate known as 87 West Washington Street, Hagerstown, Washington County, Maryland, said property being more particularly described and depicted in the attached Exhibit A, which exhibit is incorporated herein by reference (the "Property"); and

WHEREAS, the Property is improved with an existing concrete sculpture base and decorative screening (hereinafter collectively the "Base"); and

WHEREAS, Grantor has agreed to permit Grantee to utilize the Base to install and maintain a public sculpture by renowned artists Carol Jarvis and Gregory Gannon ("the Sculpture") for the enjoyment and benefit of the public on the Lee Street side thereof for the use, enjoyment, and benefit of the public in connection with the adjacent Hagerstown Cultural Trail, developed by the Grantee; and

WHEREAS, in order to create and maintain the Sculpture, it is necessary for Grantee to acquire certain rights with respect to the Property, which rights are described hereinafter and the extent thereof further depicted on Exhibit "A"; and

WHEREAS, Grantor has agreed to grant the said license;

NOW, THEREFORE, THIS LICENSE AGREEMENT WITNESSETH:

That the foregoing recitals be and are incorporated herein as if restated verbatim.

That for and in consideration of the above premises, One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee a license as follows:

GRANTOR DOES GRANT unto Grantee a license in and the right to use that portion of Grantor's Property shown on and to the extent depicted as "Concrete Sculpture Base" and "Landscape Bed" on Exhibit "A," for the installation and maintenance of the Sculpture.

AND GRANTOR DOES FURTHER GRANT unto Grantee a license in and the right to use a certain area of Grantor's Property adjacent to the aforementioned Base (the "Access Area") from time to time as reasonably necessary in order to create, repair, access, maintain, and restore the Sculpture, which Access Area is more particularly shown on Exhibit "A." The Grantee will restore the Access Area to its original condition after any instance of Grantee's use thereof. Grantor will continue to be responsible for day to day routine maintenance of the Access Area, as well as the landscaping around the Base.

AND GRANTEE AND GRANTOR do hereby covenant and agree that the granting of this license is subject to the following additional rights and obligations:

1. Grantor will permit Grantee, its employees, agents, contractors and artists to install and maintain the Sculpture.
2. Grantor will allow the Sculpture to remain unchanged and unobstructed and will not permit new construction, landscaping or other improvements on the property that will obstruct the view of the Sculpture.
3. Grantee at its sole cost and expense, and upon reasonable notice to Grantor, shall ensure that the Sculpture is maintained as needed. In addition, if necessary as a result of degradation, graffiti or damage to the Sculpture, Grantee will provide for the removal, repair and replacement of the Sculpture, all at the Grantee's sole cost and expense. All such work shall occur within the Access Area.
4. Grantee may, at its sole cost and expense, clean, power wash and repair the Base and Sculpture with in-kind materials as deemed necessary in Grantee's discretion.
5. Grantor will maintain the landscaping installed in front of the Base and Sculpture.
6. Grantor may, in its sole discretion, terminate this License Agreement in writing upon ninety (90) days' notice to the Grantee.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day, month and year first above-written.

ATTEST:

GRANTEE
CITY OF HAGERSTOWN

Donna Spickler, City Clerk

Emily N. Keller, Mayor (SEAL)

WITNESS:

GRANTOR
LEE STREET HOLDINGS, LLC

Debra Murray _____

John F. Barr _____ (SEAL)
BY: John F. Barr, President

STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I hereby certify that on the 7th day of December, 2021, before me, the subscriber, a notary public of the State of Maryland, in and for Washington County, personally appeared Lee Street Holdings, by and through its President, John F. Barr, Grantor and affixed his signature and seal hereto with full authority to do so.



WITNESS my hand and seal:

NOTARY SEAL

Melinda Thomas _____
Notary Public
My Commission Expires: 4-17-2025

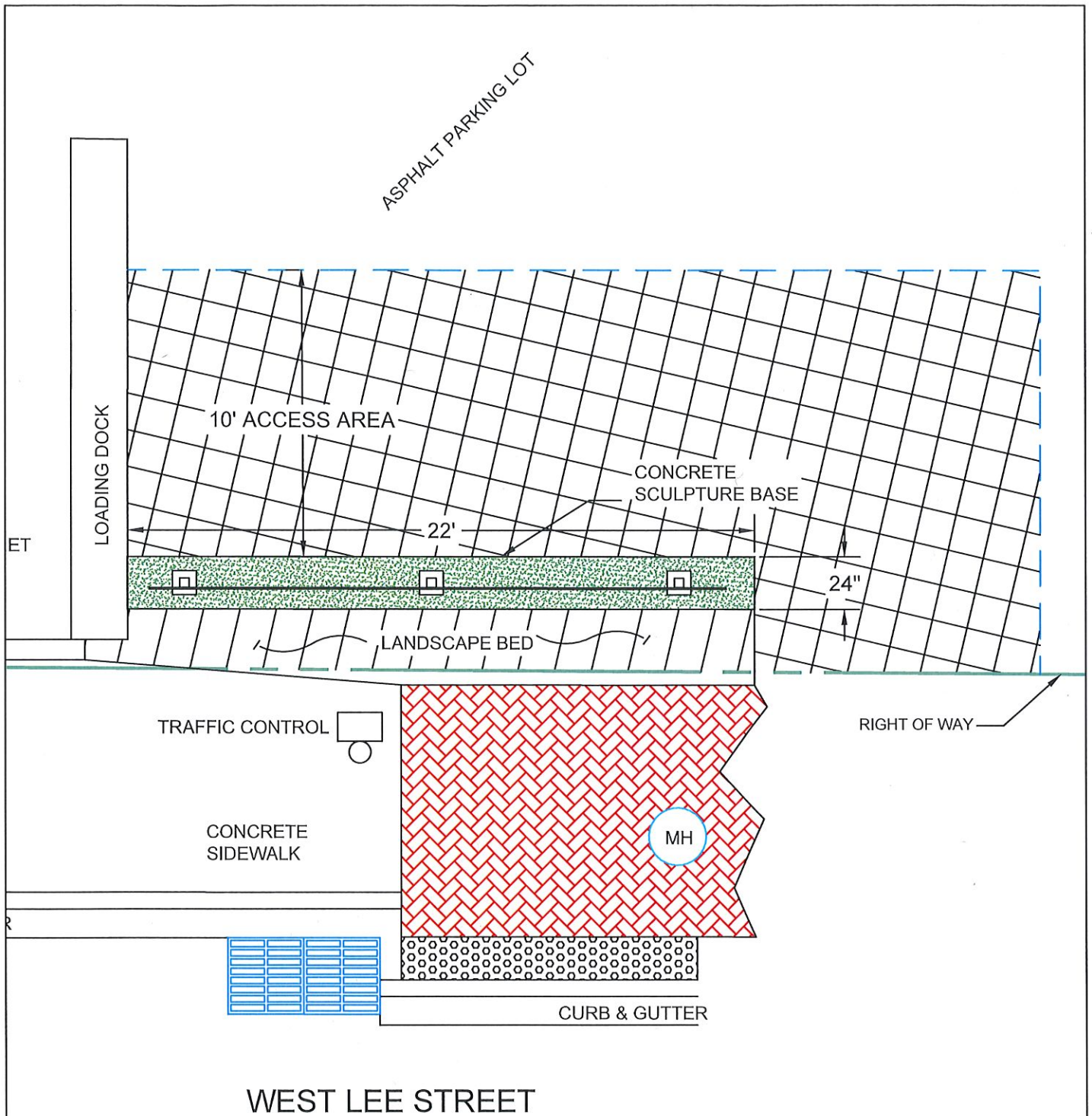
STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I hereby certify that on the _____ day of _____, 2021, before me, the subscriber, a notary public of the State of Maryland, in and for Washington County, personally appeared Emily N. Keller, Mayor of the City of Hagerstown, Maryland, a Maryland Municipal Corporation, party to the within License Agreement, and she acknowledged the same to be the act of said Grantee.

WITNESS my hand and seal:

NOTARY SEAL

Notary Public
My Commission Expire



NOTE: This plat or drawing is a "Special Purpose Survey" and is not a valid survey unless signed and sealed by a surveyor licensed in the State of Maryland.

Special Purpose Surveys COMAR (09.13.06.10)

CITY OF HAGERSTOWN, MD DEPARTMENT OF ENGINEERING			
EXHIBIT A			
Scale	NTS		
Drawn By	JNS	Date	11-23-21
Survey by	JNS/JLD	Date	11-22-21
Revised		Date	
Drawing Number		08-305-01	

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

Topic:

Approval of a Resolution: Grant Agreement for Consultant Fees and Designing a Plan for a Visitors' Center for the Jonathan Hager House Museum at City Park between the City of Hagerstown and Maryland Heritage Areas Authority

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Motion_and_Resolution_-_Hager_House_Visitor_s_Center.pdf

Motion and Grant Agreement - Hager House Museum Approval of a Resolution Grant Agreement for Consultant Fees and Designing a Plan for a Visitors' Center for

Approval_of_a_Resolution_Hager_House_between_City_and_MD_Heritage_Areas_Authority.pdf

the Jonathan Hager House Museum at City Park between the City of Hagerstown

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 21, 2021

TOPIC: Approval of a Resolution: Grant Agreement with the Maryland Heritage Areas Authority for Design of Improvements to the Hager House Visitors' Center

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

MOTION: I hereby move to approve a Resolution for the execution of a Grant Agreement between the City of Hagerstown and Maryland Heritage Areas Authority, that provides \$25,000 for designing exhibits to renovate the Visitors' Center at the Jonathan Hager House Museum in City Park

DATE OF PASSAGE: 12/21/2021



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

December 14, 2021

TO: Scott Nicewarner, City Administrator
FROM: Rodney Tissue, City Engineer *Ros*
RE: **Grant Agreement**
Design of Hager House Visitors Center Exhibits
Maryland Heritage Area Grant Program

The attached grant agreement provides \$25,000 in funding to design the renovations to the Hager House Visitors center. Staff obviously recommends this.

Staff will be available on Tuesday to review this project with the Mayor & Council.

Attachment: Amendment

Cc: Jim Bender
Jeannie Jefferies
Michelle Hepburn
Brook Graver

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY
OF A GRANT AGREEMENT FOR
CONSULTANT FEES FOR DESIGNING A PLAN FOR A VISITORS' CENTER
FOR THE JONATHAN HAGER HOUSE MUSEUM AT
CITY PARK, HAGERSTOWN, MARYLAND
(MARYLAND HERITAGE AREAS AUTHORITY GRANT PROGRAM
GRANT AGREEMENT)
BETWEEN THE CITY OF HAGERSTOWN AND THE
MARYLAND HERITAGE AREAS AUTHORITY**

RECITALS

WHEREAS, the City of Hagerstown, (hereinafter referred to as "the City") has as one of its historical and cultural attractions, the Jonathan Hager House Museum, located at the City Park, in Hagerstown, Washington County, Maryland;

WHEREAS, the Maryland Heritage Areas Authority, an instrumentality of the State of Maryland ("MHAA") has a Maryland Heritage Areas Authority Financing Fund from which grant funds to develop management plans for certified heritage areas and for planning, design, acquisition, development, preservation, restoration, interpretation, marketing or programming of certified heritage areas of the State of Maryland, including the consultant fees for designing a plan for a visitors' center for the said Jonathan Hager House Museum; and

WHEREAS, the grant funds shall be administered by the MHAA;

WHEREAS, the City and the MHAA shall enter into a Maryland Heritage Areas Authority Grant Program Grant Agreement ("the Grant Agreement") in the form attached hereto (including Exhibits A – B, and Attachment 1);

WHEREAS, the Grant Agreement has a match requirement and Staff Time requirement, as set forth on Exhibit B; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into the attached Grant 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 are incorporated herein as if fully set forth.
2. That the City of Hagerstown be and is hereby authorized to execute the attached Maryland Heritage Areas Authority Grant Program Grant Agreement (including Exhibits A – B,

and Attachment 1), and to execute such other and further documents as are necessary to effectuate the same.

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

By: _____
Emily N. Keller, Mayor

Date of Introduction: December 21, 2021
Date of Passage: December 21, 2021
Effective Date: December 21, 2021

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

MARYLAND HERITAGE AREAS AUTHORITY GRANT PROGRAM GRANT AGREEMENT

This Grant Agreement (this “**Agreement**”) is entered into as of the Effective Date (defined in Section 1.b below), by and between the Maryland Heritage Areas Authority (“**MHAA**”), an instrumentality of the State of Maryland (the “**State**”) as part of the Maryland Department of Planning (“**MDP**”), and CITY OF HAGERSTOWN, MARYLAND, a local government, a body politic and corporate formed under the laws of the State of Maryland, with its principal office located at 1 E. Franklin Street, Hagerstown, MD 21740 (the “**Grantee**”).

RECITALS

- A. MHAA is authorized under Section 13-1113 of the Financial Institutions Article of the Annotated Code of Maryland, as amended (the “**Act**”) and the regulations set forth in the Title 14, Subtitle 29, Chapter 02 of the Code Of Maryland Regulations (the “**Regulations**”) to make grants from the Maryland Heritage Areas Authority Financing Fund (the “**Fund**”) to local jurisdictions or other eligible entities to develop management plans for certified heritage areas and for planning, design, acquisition, development, preservation, restoration, interpretation, marketing, or programming of certified heritage areas (the “**Program**”), as further described in the MHAA Grant Program Guidelines (the “**Guidelines**”), and the MHAA Grant Program Manual (the “**Manual**”), as may be amended from time to time, and which are posted online at <https://mht.maryland.gov/heritageareas.shtml>;
- B. Consistent with the Act and the Regulations, MHAA has found that, during the COVID-19 public health crisis and the state of catastrophic health emergency proclaimed by the Governor of the State of Maryland on March 5, 2020 (the “**State of Emergency**”), providing financial assistance to MHAA’s non-capital grant grantees to cover emergency operating expenses will help enable these grantees’ continued viability and continued contributions to certified heritage areas, and is essential to carrying out the statutory purposes of the heritage areas program.
- C. By Resolution R-700 adopted on July 9, 2020, as extended by Resolution R-200 adopted on July 8, 2021, MHAA approved the use of up to Twenty Thousand and 00/100 Dollars (\$20,000) of each FY22 MHAA non-capital grant awarded, at Grantee’s option, for Grantee’s eligible COVID-19 -related operating expenses defined as “**Eligible Operating Expenses**” in **Exhibit A** of this Agreement;
- D. Grantee has applied to MHAA for a grant from the Program for the project described herein (the “**Grant Application**”); and
- E. In reliance upon the information contained in the Grant Application, MHAA has determined that the proposed project is consistent with the provisions of the Act, the Regulations, and the Guidelines, and has approved an award of grant funds for the project on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHAA and Grantee agree as follows:

1. Grant and Project Terms.

- a. Grant Purpose. The purpose of this Agreement is to provide the Grantee with funds in an amount not to exceed \$25,000.00 (the “**Grant**”) for the activities set forth and described in Exhibit A of this Agreement (the “**Project**”), as further described in the attached Exhibit A – Project Requirements (the “**Scope of Work**”). Grantee shall use the Grant only for the activities authorized in Exhibit A; changes to the Scope of Work, or changes to any other material term of this Agreement must be approved by MHAA in writing. The requirements related to amendments to the Scope of Work are set out in the Manual. The Grantee shall operate the Project in accordance with the Act, the Regulations, the Guidelines and Manual, and the terms and conditions of this Agreement.
- b. Grant Term. This Agreement is effective as of the date it is executed by MHAA (the “**Effective Date**”), and shall terminate the later of (i) twenty-four months following the Effective Date, or (ii) MHAA’s receipt and approval of the Project Completion Report as set forth in Section 7.c of this Agreement (the “**Termination Date**”).
- c. Project Timetable. Grantee may commence the Project on the applicable Project Commencement Date set forth in the Exhibit A (the “**Project Timetable**”) and shall diligently pursue completion of the Project by the applicable Project Completion Date set forth in the Project Timetable.
- d. Extensions. At its discretion, MHAA may extend any date set forth in the Project Timetable, provided that the Grantee demonstrates to MHAA’s satisfaction that the circumstances warrant such extension. An extension may be offered by MHAA in writing or by email and shall be deemed to be accepted by Grantee if Grantee fails to refuse the extension in writing or by email within ten (10) calendar days from the date the extension is offered. The requirements related to Project Timetable extensions are set out in the Manual.
- e. Project Consultants. Upon MHAA’s request, the Grantee shall submit for MHAA’s review and approval the professional qualifications of any person or entity contracted or retained to undertake any portion of the Project.

2. Grantee's Contribution.

Grantee shall provide an equity contribution to the Project in an amount equal to the Grant (the “**Grantee's Contribution**”), which may be comprised of a combination of any amount of cash and in-kind contribution. The Grantee’s Contribution must be approved by MHAA, and is further described in Exhibit A – Grantee’s Contribution, and in the budget set forth in Exhibit B which, subject to the limitations of Section 4.a of this Agreement, may be amended by Grantee

from time to time as set forth in the Manual (the “**Project Budget**”). Grantee’s Contribution shall be used to pay for Project expenses described in the Project Budget. Grantee’s Contribution may include funds derived from other non-State public or private sources; provided however, that no State funds may be used for any part of the Grantee’s Contribution. If the source of equity comprising Grantee’s Contribution is reduced or otherwise becomes unavailable, Grantee shall replenish such equity source in order to remain compliant with the requirements of this Section. As part of Grantee’s Project Completion Report, Grantee must provide to MHAA such information and documentation regarding Grantee’s Contribution in form and content as may be required or requested by MHAA.

3. Grant Documents.

The following documents shall be executed or submitted in connection with the Grant, which documents shall be satisfactory in form and substance to MHAA:

- a. This Agreement;
- b. An Assurance of Compliance (Attachment 1), unless Grantee is a religious organization;
- c. If Grantee is a religious organization, a Fair Practices Certification (Attachment 1);
- d. If Grantee is a non-profit entity, a Contract Affidavit (Attachment 2);
- e. Any other document or instrument that may be required by MHAA.

4. Expenditure of Grant Proceeds.

- a. Grantee shall expend the Grant in accordance with the Project Budget. The addition or deletion of line items in the Project Budget must be approved by the MHAA staff member set forth in Section 14.a. of this Agreement, who shall serve as the project monitor for this Project (the “**Project Monitor**”).
- b. Grantee may incur Project expenses commencing on the applicable Project Commencement Date shown on the Project Timetable. All costs incurred by Grantee before the applicable Project Commencement Date are incurred voluntarily, at Grantee’s risk and upon its own credit and expense. Grantee’s rights to be reimbursed with Grant proceeds shall be governed by the provisions of this Agreement.
- c. All Grant funds shall be expended on or before the applicable Project Completion Date.
- d. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced and Grantee shall return all unexpended Grant funds to MHAA.

- e. MHAA must approve deletions or additions of line items in the Project Budget as noted in Section 4.a above. The requirements related to amendments to the Project Budget are set out in the Manual.

5. **Disbursement of Grant Proceeds.**

- a. Provided that Grantee is not in default under this Agreement, MHAA shall make the first disbursement of the Grant (the “**First Disbursement**”) to Grantee within approximately forty-five (45) days following the Effective Date of the Agreement and satisfaction of the conditions listed below,
 - (i) Grantee has complied with all other terms and conditions of the Grant to MHAA’s satisfaction;
 - (ii) If Grantee is a nonprofit entity, Grantee has submitted its articles of incorporation, bylaws, and a corporate resolution accepting the Grant and authorizing one or more individuals to execute the Grant documents, and is in good standing and duly registered to do business in the State with the Maryland Department of Assessments and Taxation; and
 - (iii) At Grantee’s option, MHAA shall disburse the First Disbursement for Eligible Expenses in an amount of up to Twenty Thousand and 00/100 Dollars (\$20,000) as follows:
 - (1) If the Grant is more than Forty Thousand Dollars (>\$40,000), the first disbursement shall be equal to fifty percent (50%) of the Grant and shall include up to Twenty Thousand and 00/100 Dollars (\$20,000) for Eligible Operating Expenses; or
 - (2) If the Grant is equal to or less than Forty Thousand Dollars (<\$40,000), and Grantee is using the First Disbursement entirely for Eligible Operating Expenses, Grantee may request that the First Disbursement be in an amount equal to either: (a) fifty percent (50%) of the Grant; or (b) up to Twenty Thousand and 00/100 Dollars (\$20,000) but not exceeding the amount of the Grant.
- b. Subsequent disbursements of the Grant shall be made to Grantee as the Project progresses, based upon requests for disbursement (a “**Request for Disbursement**”) submitted by Grantee through the Maryland Historical Trust (MHT)’s online grants software system. All Requests for Disbursement shall be satisfactory to MHAA and shall identify all costs incurred for which the disbursement is being sought. Grantee shall provide such additional supporting documentation as may be required by MHAA.

- c. The final disbursement of Grant funds will be disbursed to Grantee in accordance with a Request for Disbursement upon:
 - (i) Grantee's completion of the Project to the satisfaction of MHAA;
 - (ii) Grantee's submission of a Project Completion Report (as defined in Section 7) on or before the due date set forth in the Project Timetable (the "**Project Completion Report Due Date**"), acceptable to MHAA in form and content, which includes information evaluating the effectiveness of the Project; and
 - (iii) Grantee's submission of final financial documentation of the Grant, in accordance with the Manual. Such submission shall be satisfactory in form and content to MHAA.
- d. The requirements related to Requests for Disbursement are set out in the Guidelines and Manual.

6. **Default and Remedies.**

- a. A default under this Agreement shall occur if:
 - (i.) Grantee fails to comply with any of the covenants, agreements, or certifications made by the Grantee in this Agreement;
 - (ii) At any time any representation or warranty made by Grantee in connection with the Grant, the Agreement, or the Grant Application shall be incorrect in any manner;
 - (iii) Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report required under the Agreement, the Grant Application, in a Request for Disbursement, or affecting the Grant in general;
 - (iv) The Grant funds are not spent in accordance with the terms of this Agreement;
 - (v) Grantee is in default under any other agreement related to the Project, which, in MHAA's sole discretion, may have an adverse material impact on the Project;
 - (vi) At any time during the period of the Grant, there is pending or ongoing litigation with respect to Grantee's performance of any duties or obligations in connection with the Project or the Grant which may jeopardize or adversely affect this Agreement or the Project;
 - (vii) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHAA;

- (viii) Grantee has not expended the Grant funds necessary to complete the Project by the applicable Project Completion Date; or
 - (ix) Grantee has not provided the Grantee's Contribution to MHAA's satisfaction.
- b. MHAA shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default.
- c. Upon the occurrence of a default that continues beyond the 30-day cure period, MHAA shall have the right to:
 - (i) Reduce the amount of the Grant or withhold disbursement of the Grant;
 - (ii) Demand repayment of the Grant from Grantee in whole or in part; and/or
 - (iii) Terminate this Agreement by written notice to Grantee.
- d. In the event of MHAA's termination of the Agreement:
 - (i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not disbursed;
 - (ii) MHAA may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement;
 - (iii) In addition to the rights and remedies contained in this Agreement, MHAA may at any time proceed to protect and enforce all rights available to MHAA by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement; and
 - (iv) Upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, MHAA's right to terminate this Agreement shall be immediate.

7. Records and Reports.

- a. Grantee and any contractors or subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MHAA of all transactions relating to the receipt and expenditure of the Grant for the Project. All of these books, accounts, and records shall be open to the inspection of MHAA's representatives or other agencies of the State during reasonable working hours before, during, and after the period of time during which the Grant proceeds are expended. Grantee shall make its administrative

offices and personnel, whether full-time, part-time, consultants, or volunteers, available to MHAA upon request.

- b. Books, accounts, and records of the Grantee and its contractors and subcontractors related to the Grant and the Project shall be maintained and made available to MHAA or MHAA's representative(s) for inspection for up to 3 years after either the date of Grantee's final expenditure of Grant funds or the termination of this Agreement, whichever is later.
- c. Grantee shall submit a mid-project report (a "**Mid-Project Report**") by the due date set forth in the Project Timetable (the "**Mid-Project Report Due Date**"). Upon request by MHAA, Grantee shall submit progress reports through MHT's online grants software system, or as otherwise directed by the Project Monitor. The requirements related to the Mid-Project Report and the progress reports are set out in the Guidelines and Manual,
- d. Either the Project Monitor or Grantee may request and hold joint meetings for the purpose of reviewing the progress and conduct of the Project.
- e. Should the Grantee at any time determine that the Project will not meet established goals within the Project Timetable, the Grantee shall immediately forward a written report to, or call for a special meeting with the Project Monitor to determine what actions need to be taken.
- f. The Grantee shall submit a project completion report (a "**Project Completion Report**") by the Project Completion Report Due Date, which report must be approved by MHHA prior to the release of the final disbursement of Grant funds. The requirements related to the Project Completion Report are set out in the Manual.
- g. In addition to the requirements set forth above, Grantee shall provide MHAA with such additional records, reports, and other documentation as may be required by MHAA.

8. General and Special Covenants.

- a. In carrying out the Project, Grantee agrees to accept technical assistance from MHAA or MHT if MHAA or MHT deems it necessary.
- b. Grantee agrees that Grantee shall carry out the Project in compliance with the Manual, as may be amended from time to time. Grantee acknowledges receipt of the Manual, which Manual is hereby incorporated by reference in this Agreement.
- c. The Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project. This responsibility may include, but is not limited to, compliance with local zoning, building, and public safety codes, review by local historic

preservation commissions, and federal and State licensing, permitting, and environmental requirements.

- d. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, AND IN CONSIDERATION FOR THE GRANT PROVIDED UNDER THIS AGREEMENT, GRANTEE IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE GRANTEE. AT ANY TIME AFTER AN EVENT OF DEFAULT UNDER THIS AGREEMENT, THE GRANTEE HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD WITHIN THE STATE OF MARYLAND TO APPEAR FOR GRANTEE IN ANY COURT OF THE STATE OF MARYLAND IN ONE OR MORE PROCEEDINGS OR BEFORE ANY CLERK THEREOF, AND CONFESS JUDGMENT AGAINST THE GRANTEE, IN ACCORDANCE WITH MARYLAND RULE 2-611 OR 3-611, AS APPLICABLE, IN FAVOR OF MHAA FOR AN AMOUNT EQUAL TO THE GRANT (OR THE DISBURSED PORTION OF THE GRANT IF NOT FULLY DISBURSED), PLUS ALL OTHER AMOUNTS DUE AND PAYABLE BY THE GRANTEE AS SET FORTH HEREIN, COSTS OF SUIT, AND REASONABLE ATTORNEYS' FEES.
- e. The Grantee grants to MHAA and MHT the non-exclusive intellectual property right to use any work that Grantee may create, make or develop that is funded in whole or in part by the Grant, including but not limited to articles, books, papers, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork and computations (collectively, the "**Work**"). MHAA and MHT shall have the right to use the Work without restriction or limitation, and without compensation to Grantee.

9. Grantee's Support Acknowledgments.

With respect to all Project related (i) public events such as interviews, ground breaking ceremonies, dedications, media events; and (ii) materials such as press releases, brochures, video productions, installation of exhibits, signage, web pages, and any other materials which are developed with the assistance of the Fund under the Grant:

- a. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of MHAA support, along with the MHAA logo, in the following format:

This Project has been financed in part with State funds from the Maryland Heritage Areas Authority, an instrumentality of the State of

Maryland. However, Project contents or opinions do not necessarily reflect the views or policies of the Maryland Heritage Areas Authority.

- b. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of the local heritage area technical support identifying the name of the local heritage area, along with the logo of the local heritage area.
- c. Grantee shall consult with MHAA if issues arise regarding incorporation of the acknowledgments in the Project materials.
- d. The Grantee shall obtain review and approval of the materials listed above which are funded by the Grant prior to production of such materials.

10. Grantee's Certifications.

By executing the Agreement, Grantee certifies to MHAA that:

- a. If Grantee is a business entity, Grantee is duly organized and validly existing under the laws of Maryland, is duly registered to do business in the State with the Maryland Department of Assessments and Taxation, or is qualified to do business in the State as a foreign corporation, and will take such action as may be necessary from time to time to remain so qualified through the Termination Date.
- b. This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;
- c. The representations, statements, and other matters contained in the Grant Application and this Agreement are and remain materially true and complete in all material respects;
- d. If applicable, Grantee has obtained, or has reasonable assurances that it will obtain, all federal, State, and local government approvals, permits, and reviews which may be required for the Project;
- e. None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of

the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project; and

- f. Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

11. Nondiscrimination Provisions; Equal Opportunity Compliance.

- a. Grantee may not discriminate, and certifies that it prohibits discrimination in leasing or otherwise providing dwelling or public accommodations or in any other aspect of the development, administration, or operation of the Project, or in any aspect of employment by the Grantee or contractor of the Project, on the basis of:
 - (i) Age or sex (except with respect to residents in elderly projects or when age or sex constitutes a bona fide occupational qualification); or
 - (ii) Race, color, creed, political or religious opinion or affiliation, national origin, sex, sexual orientation, marital status, or physical or mental handicap of a qualified handicapped individual.
- b. Grantee shall comply with the requirements and provisions of the Maryland Department of Planning Assurance of Compliance, attached to this Agreement as **Attachment 1**.
- c. Grantee shall comply with all applicable federal, State, and local laws and departmental policies and programs regarding discrimination and equal opportunity in employment, housing, and credit practices, including MHAA's Minority Business Enterprise Program, as amended, if Grantee does not have its own minority business participation program which is acceptable to MHAA.
- d. Upon MHAA's request, Grantee will submit to MHAA information relating to its operations, with regard to political or religious opinion or affiliation, sexual orientation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by MHAA.

12. Indemnification.

Grantee releases MHAA from, agrees that MHAA shall have no liability for, and agrees to protect, indemnify, and hold MHAA harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against MHAA as a result of or in connection with the Project. All monies expended by MHAA as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs incurred in enforcing the Agreement, including reasonable attorney's fees and court costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and

shall be immediately and without notice due and payable by Grantee to MHAA. This Section shall survive the term of this Agreement.

If Grantee is a county or a municipality, Grantee's indemnification obligations in this Agreement are made to the extent of, and contingent upon, the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§ 5-301, et seq.; and Md. Code Ann., Cts. & Jud. Proc. §5-5A-02, (together the "County Indemnification Statutes"), all as amended from time to time.

13. Insurance.

- a. Grantee shall carry hazard, general commercial liability, general contractor, title or flood insurance as applicable to the Project. The requirements related to insurance coverages are set out in the Guidelines and Manual. Grantee shall provide satisfactory evidence of required insurance coverages upon request by MHAA.
- b. If Grantee is a local government, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to MHT.

14. Notices.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing, or submitted electronically to MHT's online grants software system, pursuant to directions to be provided by MHAA. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a. Communications to MHAA shall be mailed to the Project Monitor or such other person as may be designated by MHAA:

Maryland Heritage Areas Authority
Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032
Attn: Ennis Barbary Smith, Project Monitor

- b. Communications to Grantee shall be mailed to:

Megan Flick
Planner
City of Hagerstown
1 East Franklin Street
Hagerstown, MD 21740

15. Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further

instruments as may be required by MHAA to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

16. **Amendment.** Except as provided in Section 1.d. above, minor amendments to this Agreement may be made from time to time upon written or emailed request for amendment from the Grantee, and written or emailed response agreeing to the amendment from MHAA. Material amendments to this Agreement shall be evidenced by a written instrument executed by both parties to the Agreement.

17. **Assignment.** This Agreement may not be assigned without MHAA's prior written approval.

18. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.

20. **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the Effective Date of this Agreement are applicable to this Agreement.

21. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.

22. **Costs.** Grantee shall bear all costs incident to the Grant including, without limitation, if applicable, fees for title insurance, property insurance, or other insurance coverages that may be required by MHAA, recordation fees, and Grantee's attorneys' fees, if any.

23. **Acceptance.** Grantee's acceptance of this Agreement shall constitute Grantee's unconditional agreement to comply with the terms and provisions herein, and shall be indicated by signing this Agreement in the place provided below and returning it to MHAA to the attention of the Project Monitor.

24. **No Warranty or Representation.** Neither the approval by MHAA, nor any subsequent inspections or approvals of the Project, shall constitute a warranty or representation by MHAA or any of its agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any agent representative or designee of MHAA are performed solely for the benefit of MHAA to assure the proper expenditure of the Grant and are not for the benefit of any other person.

25. **Voluntary Termination.** MHAA and Grantee shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to the other party. In the event of voluntary termination by MHAA, Grantee's authority to request disbursements shall cease and Grantee shall have

no right, title or interest in or to any of the Grant funds not yet disbursed to Grantee. At the time of termination, Grantee shall return to MHAA any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.

26. Execution in Counterparts; Electronic Signatures. This Agreement may be executed in counterparts (including facsimile counterparts or as a "PDF" or similar attachment to an email), all of which when taken together shall be deemed one original. This Agreement may be electronically signed; an electronic signature appearing on the Agreement is the same as a handwritten signature for the purposes of validity, enforceability, and admissibility if the signature is an act of the person to whom the signature is attributed.

WITNESS our hands and seals, all as of the Effective Date.

CITY OF HAGERSTOWN, MARYLAND

By: _____ (SEAL)

Name: _____

Title: _____

MARYLAND HERITAGE AREAS AUTHORITY

By: _____

Jeffrey Cann

Assistant Secretary of Operations, Department of Planning

Designee for the Chairman

Maryland Heritage Areas Authority

Date of Execution on behalf of MHAA
(Effective Date)

Approved for form and legal
sufficiency _____.

Assistant Attorney General

Attachments:

Exhibit A	Project Requirements
Exhibit B	Project Budget
Attachment 1	Assurance of Compliance

Paralegal Review _____

EXHIBIT A

PROJECT REQUIREMENTS

SCOPE OF WORK

Grant funds and Grantee's Contribution may be used by the Grantee as follows:

Project Summary:

The Grant and Grantee's Contribution may fund consultant fees for designing a plan for a visitors' center for the Jonathan Hager House Museum, including architectural drawings, exhibit design, and exhibit panel design and fabrication. (collectively, the "**Eligible Project Expenses**"); and

At Grantee's option, up to Twenty Thousand and 00/100 Dollars (\$20,000) but not exceeding the amount of the Grant for eligible operating expenses incurred by the Grantee during the period from March 5, 2020 through December 31, 2021 (the "**Period of Emergency Eligibility**"). Eligible operating expenses include those expenses incurred by the Grantee during the Period of Emergency Eligibility as a direct result or consequence of the economic impacts of the COVID-19 State of Emergency, and that: (a) are necessary for the Grantee to sustain its current operations, as may be modified to adapt to the State of Emergency; and (b) the Grantee is unable to cover without Grant funds (collectively, the "**Eligible Operating Expenses**").

The scope of work is further described in **Exhibit B** – Project Budget.

PROJECT TIMETABLE

7/8/2021	"PROJECT COMMENCEMENT DATE" : Unless otherwise approved by the Project Monitor in accordance with the terms of the Agreement, Grant funds and Grantee's Contribution may be used for Eligible Project Expenses incurred on or after this date.
March 5, 2020	Eligible Operating Expenses Commencement Date : The COVID-19 State of Emergency operating expenses defined as Eligible Operating Expenses in the Project Summary above may be incurred on or after this date.
6/30/2022	"MID-PROJECT REPORT DUE DATE" : Grantee must submit online a Mid-Project Report (as described in Section 7 of the Agreement and in the Manual), including all required financial documentation with a completed Request for Disbursement.

4/30/2023	“PROJECT COMPLETION DATE”: All work items detailed in <u>Exhibit A</u> for Eligible Project Expenses completed. All Eligible Project Expenses to be reimbursed by Grant funds must be incurred.
On or before December 31, 2021	Eligible Operating Expenses Completion Date: All COVID- 19 State of Emergency operating expenses defined as Eligible Operating Expenses in the Project Summary above to be reimbursed by Grant funds must be incurred.
6/30/2023	“PROJECT COMPLETION REPORT DUE DATE”: Grantee must submit to Project Monitor a Project Completion Report (as described Section 7 of the Agreement and in the Manual), including all Project deliverables as well as all required financial documentation, with a completed Final Request for Disbursement. Failure to submit the Project Completion Report may result in the forfeiture and/or recapture of Grant funds.

GRANTEE’S CONTRIBUTION

MHAA GRANT	\$25,000.00
GRANTEE’S TOTAL REQUIRED CONTRIBUTION	\$25,000.00

EXHIBIT B
PROJECT BUDGET

Line Item No.	Work Item (Description)	Grant Funds	Match	Other Project Costs	Total Project Cost
1	Consultant fees for architectural drawings, exhibit design, and exhibit panel design and fabrication	\$25,000.00	\$25,000.00		\$50,000.00
2	Staff time spent on the project			\$5,000.00	\$5,000.00
	TOTALS	\$25,000.00	\$25,000.00	\$5,000.00	\$55,000.00

ATTACHMENT 1

ASSURANCE OF COMPLIANCE WITH EEO, CIVIL RIGHTS, AND DRUG AND ALCOHOL-FREE WORKPLACE REQUIREMENTS

CITY OF HAGERSTOWN, MARYLAND (hereinafter called "**Grantee**"), having its principal address at 1 E. Franklin Street, Hagerstown, MD 21740,

HEREBY AGREES THAT IT WILL COMPLY WITH:

A. Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) (collectively, the "**Acts**"), to the end that, in accordance with the Acts, no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the Rehabilitation Act of 1973, as amended, requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. Guidelines for the implementation of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended shall be carried out in accordance with relevant Department of the Interior regulations published in 43 CFR 17 and the instructions specified in Chapter 10 of the Historic Preservation Fund Grants Manual.

B. Title VII of the Civil Rights Act of 1964, as amended, to the end that, in accordance with Title VII of that Act, it shall be an unlawful employment practice for an employer:

1. to fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex; or

2. to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex;

C. Title VIII of the Civil Rights Act of 1968, as amended, to the end that, it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States;

D. State of Maryland Governor's Code of Fair Employment Practices, as amended.

E. Title 20 of the State Government Article of the Annotated Code of Maryland, as amended, which establishes the Commission on Civil Rights and prohibits discrimination in public accommodations, employment and residential housing practices;

F. State of Maryland Executive Order 01.01.1989.18 relating to drug-free and alcohol-free workplaces for non-State entities, promulgated November 28, 1989;

G. The State Policy on Equal Opportunity in receiving employment (Md. Code Ann., State Gov't Article § 20-602 (2014)), to the end that MHAA shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices;

H. If the Grant is over \$200,000 and for a construction project, any State of Maryland Minority Business Enterprise Program which establishes a program to provide opportunities for minority contractors and vendors to participate in this Program; and the minority business enterprise plan submitted by or on behalf of Grantee as approved by the Department of Planning's Equal Opportunity Officer;

I. To the extent applicable, with local, State and federal laws regarding accessibility, including the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et seq.), and Section 502 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 792), (87 Stat. 394; 29 U.S.C. §794), which require that buildings designed, constructed, or altered with Federal assistance be made accessible to the physically disabled. These Acts also require that public conveyances procured with Federal assistance be readily accessible to, and usable by, physically disabled persons. Minimum accessibility standards for facilities are contained in "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Disabled" published by the American National Standards Institute (41 CFR 101-19.6, Appendix A). As well, grantees may follow the standards contained in the Americans with Disabilities Act Accessibility Guidelines (28 CFR 36, Appendix A). These provisions are applicable to building or facilities owned or occupied by grantees/subgrantees which are intended to be accessible to the general public and which receive NMHA grant assistance (Refer to 36 CFR 1150, 1190, and the Historic Preservation Fund Grants Manual);

J. Federal Executive Order 11246 — Equal Employment Opportunity, which appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted;

K. With all other State and federal laws and regulations prohibiting discrimination on the grounds of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or disability.

GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given on _____, in consideration of and for the purpose of obtaining, and shall continue for the period of, State financial or technical assistance extended after the date hereof to or on behalf of Grantee by MHAA. Grantee recognizes and agrees that such State financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

CITY OF HAGERSTOWN, MARYLAND

By: _____

Name: _____

Title: _____



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

December 14, 2021

TO: Scott Nicewarner, City Administrator
FROM: Rodney Tissue, City Engineer *R.T.*
RE: **Grant Agreement**
Design of Hager House Visitors Center Exhibits
Maryland Heritage Area Grant Program

The attached grant agreement provides \$25,000 in funding to design the renovations to the Hager House Visitors center. Staff obviously recommends this.

Staff will be available on Tuesday to review this project with the Mayor & Council.

Attachment: Amendment

Cc: Jim Bender
Jeannie Jefferies
Michelle Hepburn
Brook Graver

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY
OF A GRANT AGREEMENT FOR
CONSULTANT FEES FOR DESIGNING A PLAN FOR A VISITORS' CENTER
FOR THE JONATHAN HAGER HOUSE MUSEUM AT
CITY PARK, HAGERSTOWN, MARYLAND
(MARYLAND HERITAGE AREAS AUTHORITY GRANT PROGRAM
GRANT AGREEMENT)
BETWEEN THE CITY OF HAGERSTOWN AND THE
MARYLAND HERITAGE AREAS AUTHORITY**

RECITALS

WHEREAS, the City of Hagerstown, (hereinafter referred to as "the City") has as one of its historical and cultural attractions, the Jonathan Hager House Museum, located at the City Park, in Hagerstown, Washington County, Maryland;

WHEREAS, the Maryland Heritage Areas Authority, an instrumentality of the State of Maryland ("MHAA") has a Maryland Heritage Areas Authority Financing Fund from which grant funds to develop management plans for certified heritage areas and for planning, design, acquisition, development, preservation, restoration, interpretation, marketing or programming of certified heritage areas of the State of Maryland, including the consultant fees for designing a plan for a visitors' center for the said Jonathan Hager House Museum; and

WHEREAS, the grant funds shall be administered by the MHAA;

WHEREAS, the City and the MHAA shall enter into a Maryland Heritage Areas Authority Grant Program Grant Agreement ("the Grant Agreement") in the form attached hereto (including Exhibits A – B, and Attachment 1);

WHEREAS, the Grant Agreement has a match requirement and Staff Time requirement, as set forth on Exhibit B; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into the attached Grant 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 are incorporated herein as if fully set forth.
2. That the City of Hagerstown be and is hereby authorized to execute the attached Maryland Heritage Areas Authority Grant Program Grant Agreement (including Exhibits A – B,

and Attachment 1), and to execute such other and further documents as are necessary to effectuate the same.

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

By: _____
Emily N. Keller, Mayor

Date of Introduction: December 21, 2021
Date of Passage: December 21, 2021
Effective Date: December 21, 2021

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

MARYLAND HERITAGE AREAS AUTHORITY GRANT PROGRAM GRANT AGREEMENT

This Grant Agreement (this “**Agreement**”) is entered into as of the Effective Date (defined in Section 1.b below), by and between the Maryland Heritage Areas Authority (“**MHAA**”), an instrumentality of the State of Maryland (the “**State**”) as part of the Maryland Department of Planning (“**MDP**”), and CITY OF HAGERSTOWN, MARYLAND, a local government, a body politic and corporate formed under the laws of the State of Maryland, with its principal office located at 1 E. Franklin Street, Hagerstown, MD 21740 (the “**Grantee**”).

RECITALS

- A. MHAA is authorized under Section 13-1113 of the Financial Institutions Article of the Annotated Code of Maryland, as amended (the “**Act**”) and the regulations set forth in the Title 14, Subtitle 29, Chapter 02 of the Code Of Maryland Regulations (the “**Regulations**”) to make grants from the Maryland Heritage Areas Authority Financing Fund (the “**Fund**”) to local jurisdictions or other eligible entities to develop management plans for certified heritage areas and for planning, design, acquisition, development, preservation, restoration, interpretation, marketing, or programming of certified heritage areas (the “**Program**”), as further described in the MHAA Grant Program Guidelines (the “**Guidelines**”), and the MHAA Grant Program Manual (the “**Manual**”), as may be amended from time to time, and which are posted online at <https://mht.maryland.gov/heritageareas.shtml>;
- B. Consistent with the Act and the Regulations, MHAA has found that, during the COVID-19 public health crisis and the state of catastrophic health emergency proclaimed by the Governor of the State of Maryland on March 5, 2020 (the “**State of Emergency**”), providing financial assistance to MHAA’s non-capital grant grantees to cover emergency operating expenses will help enable these grantees’ continued viability and continued contributions to certified heritage areas, and is essential to carrying out the statutory purposes of the heritage areas program.
- C. By Resolution R-700 adopted on July 9, 2020, as extended by Resolution R-200 adopted on July 8, 2021, MHAA approved the use of up to Twenty Thousand and 00/100 Dollars (\$20,000) of each FY22 MHAA non-capital grant awarded, at Grantee’s option, for Grantee’s eligible COVID-19 -related operating expenses defined as “**Eligible Operating Expenses**” in **Exhibit A** of this Agreement;
- D. Grantee has applied to MHAA for a grant from the Program for the project described herein (the “**Grant Application**”); and
- E. In reliance upon the information contained in the Grant Application, MHAA has determined that the proposed project is consistent with the provisions of the Act, the Regulations, and the Guidelines, and has approved an award of grant funds for the project on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHAA and Grantee agree as follows:

1. **Grant and Project Terms.**

- a. **Grant Purpose.** The purpose of this Agreement is to provide the Grantee with funds in an amount not to exceed \$25,000.00 (the “**Grant**”) for the activities set forth and described in **Exhibit A** of this Agreement (the “**Project**”), as further described in the attached **Exhibit A – Project Requirements** (the “**Scope of Work**”). Grantee shall use the Grant only for the activities authorized in **Exhibit A**; changes to the Scope of Work, or changes to any other material term of this Agreement must be approved by MHAA in writing. The requirements related to amendments to the Scope of Work are set out in the Manual. The Grantee shall operate the Project in accordance with the Act, the Regulations, the Guidelines and Manual, and the terms and conditions of this Agreement.
- b. **Grant Term.** This Agreement is effective as of the date it is executed by MHAA (the “**Effective Date**”), and shall terminate the later of (i) twenty-four months following the Effective Date, or (ii) MHAA’s receipt and approval of the Project Completion Report as set forth in Section 7.c of this Agreement (the “**Termination Date**”).
- c. **Project Timetable.** Grantee may commence the Project on the applicable Project Commencement Date set forth in the **Exhibit A** (the “**Project Timetable**”) and shall diligently pursue completion of the Project by the applicable Project Completion Date set forth in the Project Timetable.
- d. **Extensions.** At its discretion, MHAA may extend any date set forth in the Project Timetable, provided that the Grantee demonstrates to MHAA’s satisfaction that the circumstances warrant such extension. An extension may be offered by MHAA in writing or by email and shall be deemed to be accepted by Grantee if Grantee fails to refuse the extension in writing or by email within ten (10) calendar days from the date the extension is offered. The requirements related to Project Timetable extensions are set out in the Manual.
- e. **Project Consultants.** Upon MHAA’s request, the Grantee shall submit for MHAA’s review and approval the professional qualifications of any person or entity contracted or retained to undertake any portion of the Project.

2. **Grantee's Contribution.**

Grantee shall provide an equity contribution to the Project in an amount equal to the Grant (the “**Grantee's Contribution**”), which may be comprised of a combination of any amount of cash and in-kind contribution. The Grantee’s Contribution must be approved by MHAA, and is further described in **Exhibit A – Grantee’s Contribution**, and in the budget set forth in **Exhibit B** which, subject to the limitations of Section 4.a of this Agreement, may be amended by Grantee

from time to time as set forth in the Manual (the “**Project Budget**”). Grantee’s Contribution shall be used to pay for Project expenses described in the Project Budget. Grantee’s Contribution may include funds derived from other non-State public or private sources; provided however, that no State funds may be used for any part of the Grantee’s Contribution. If the source of equity comprising Grantee’s Contribution is reduced or otherwise becomes unavailable, Grantee shall replenish such equity source in order to remain compliant with the requirements of this Section. As part of Grantee’s Project Completion Report, Grantee must provide to MHAA such information and documentation regarding Grantee’s Contribution in form and content as may be required or requested by MHAA.

3. **Grant Documents.**

The following documents shall be executed or submitted in connection with the Grant, which documents shall be satisfactory in form and substance to MHAA:

- a. This Agreement;
- b. An Assurance of Compliance (Attachment 1), unless Grantee is a religious organization;
- c. If Grantee is a religious organization, a Fair Practices Certification (Attachment 1);
- d. If Grantee is a non-profit entity, a Contract Affidavit (Attachment 2);
- e. Any other document or instrument that may be required by MHAA.

4. **Expenditure of Grant Proceeds.**

- a. Grantee shall expend the Grant in accordance with the Project Budget. The addition or deletion of line items in the Project Budget must be approved by the MHAA staff member set forth in Section 14.a. of this Agreement, who shall serve as the project monitor for this Project (the “**Project Monitor**”).
- b. Grantee may incur Project expenses commencing on the applicable Project Commencement Date shown on the Project Timetable. All costs incurred by Grantee before the applicable Project Commencement Date are incurred voluntarily, at Grantee’s risk and upon its own credit and expense. Grantee’s rights to be reimbursed with Grant proceeds shall be governed by the provisions of this Agreement.
- c. All Grant funds shall be expended on or before the applicable Project Completion Date.
- d. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced and Grantee shall return all unexpended Grant funds to MHAA.

- e. MHAA must approve deletions or additions of line items in the Project Budget as noted in Section 4.a above. The requirements related to amendments to the Project Budget are set out in the Manual.

5. Disbursement of Grant Proceeds.

- a. Provided that Grantee is not in default under this Agreement, MHAA shall make the first disbursement of the Grant (the **"First Disbursement"**) to Grantee within approximately forty-five (45) days following the Effective Date of the Agreement and satisfaction of the conditions listed below,
 - (i) Grantee has complied with all other terms and conditions of the Grant to MHAA's satisfaction;
 - (ii) If Grantee is a nonprofit entity, Grantee has submitted its articles of incorporation, bylaws, and a corporate resolution accepting the Grant and authorizing one or more individuals to execute the Grant documents, and is in good standing and duly registered to do business in the State with the Maryland Department of Assessments and Taxation; and
 - (iii) At Grantee's option, MHAA shall disburse the First Disbursement for Eligible Expenses in an amount of up to Twenty Thousand and 00/100 Dollars (\$20,000) as follows:
 - (1) If the Grant is more than Forty Thousand Dollars (>\$40,000), the first disbursement shall be equal to fifty percent (50%) of the Grant and shall include up to Twenty Thousand and 00/100 Dollars (\$20,000) for Eligible Operating Expenses; or
 - (2) If the Grant is equal to or less than Forty Thousand Dollars (<\$40,000), and Grantee is using the First Disbursement entirely for Eligible Operating Expenses, Grantee may request that the First Disbursement be in an amount equal to either: (a) fifty percent (50%) of the Grant; or (b) up to Twenty Thousand and 00/100 Dollars (\$20,000) but not exceeding the amount of the Grant.
- b. Subsequent disbursements of the Grant shall be made to Grantee as the Project progresses, based upon requests for disbursement (a **"Request for Disbursement"**) submitted by Grantee through the Maryland Historical Trust (MHT)'s online grants software system. All Requests for Disbursement shall be satisfactory to MHAA and shall identify all costs incurred for which the disbursement is being sought. Grantee shall provide such additional supporting documentation as may be required by MHAA.

- c. The final disbursement of Grant funds will be disbursed to Grantee in accordance with a Request for Disbursement upon:
 - (i) Grantee's completion of the Project to the satisfaction of MHAA;
 - (ii) Grantee's submission of a Project Completion Report (as defined in Section 7) on or before the due date set forth in the Project Timetable (the "**Project Completion Report Due Date**"), acceptable to MHAA in form and content, which includes information evaluating the effectiveness of the Project; and
 - (iii) Grantee's submission of final financial documentation of the Grant, in accordance with the Manual. Such submission shall be satisfactory in form and content to MHAA.
- d. The requirements related to Requests for Disbursement are set out in the Guidelines and Manual.

6. Default and Remedies.

- a. A default under this Agreement shall occur if:
 - (i) Grantee fails to comply with any of the covenants, agreements, or certifications made by the Grantee in this Agreement;
 - (ii) At any time any representation or warranty made by Grantee in connection with the Grant, the Agreement, or the Grant Application shall be incorrect in any manner;
 - (iii) Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report required under the Agreement, the Grant Application, in a Request for Disbursement, or affecting the Grant in general;
 - (iv) The Grant funds are not spent in accordance with the terms of this Agreement;
 - (v) Grantee is in default under any other agreement related to the Project, which, in MHAA's sole discretion, may have an adverse material impact on the Project;
 - (vi) At any time during the period of the Grant, there is pending or ongoing litigation with respect to Grantee's performance of any duties or obligations in connection with the Project or the Grant which may jeopardize or adversely affect this Agreement or the Project;
 - (vii) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHAA;

- (viii) Grantee has not expended the Grant funds necessary to complete the Project by the applicable Project Completion Date; or
 - (ix) Grantee has not provided the Grantee's Contribution to MHAA's satisfaction.
- b. MHAA shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default.
- c. Upon the occurrence of a default that continues beyond the 30-day cure period, MHAA shall have the right to:
 - (i) Reduce the amount of the Grant or withhold disbursement of the Grant;
 - (ii) Demand repayment of the Grant from Grantee in whole or in part; and/or
 - (iii) Terminate this Agreement by written notice to Grantee.
- d. In the event of MHAA's termination of the Agreement:
 - (i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not disbursed;
 - (ii) MHAA may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement;
 - (iii) In addition to the rights and remedies contained in this Agreement, MHAA may at any time proceed to protect and enforce all rights available to MHAA by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement; and
 - (iv) Upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, MHAA's right to terminate this Agreement shall be immediate.

7. Records and Reports.

- a. Grantee and any contractors or subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MHAA of all transactions relating to the receipt and expenditure of the Grant for the Project. All of these books, accounts, and records shall be open to the inspection of MHAA's representatives or other agencies of the State during reasonable working hours before, during, and after the period of time during which the Grant proceeds are expended. Grantee shall make its administrative

offices and personnel, whether full-time, part-time, consultants, or volunteers, available to MHAA upon request.

- b. Books, accounts, and records of the Grantee and its contractors and subcontractors related to the Grant and the Project shall be maintained and made available to MHAA or MHAA's representative(s) for inspection for up to 3 years after either the date of Grantee's final expenditure of Grant funds or the termination of this Agreement, whichever is later.
- c. Grantee shall submit a mid-project report (a "**Mid-Project Report**") by the due date set forth in the Project Timetable (the "**Mid-Project Report Due Date**"). Upon request by MHAA, Grantee shall submit progress reports through MHT's online grants software system, or as otherwise directed by the Project Monitor. The requirements related to the Mid-Project Report and the progress reports are set out in the Guidelines and Manual,
- d. Either the Project Monitor or Grantee may request and hold joint meetings for the purpose of reviewing the progress and conduct of the Project.
- e. Should the Grantee at any time determine that the Project will not meet established goals within the Project Timetable, the Grantee shall immediately forward a written report to, or call for a special meeting with the Project Monitor to determine what actions need to be taken.
- f. The Grantee shall submit a project completion report (a "**Project Completion Report**") by the Project Completion Report Due Date, which report must be approved by MHHA prior to the release of the final disbursement of Grant funds. The requirements related to the Project Completion Report are set out in the Manual.
- g. In addition to the requirements set forth above, Grantee shall provide MHAA with such additional records, reports, and other documentation as may be required by MHAA.

8. **General and Special Covenants.**

- a. In carrying out the Project, Grantee agrees to accept technical assistance from MHAA or MHT if MHAA or MHT deems it necessary.
- b. Grantee agrees that Grantee shall carry out the Project in compliance with the Manual, as may be amended from time to time. Grantee acknowledges receipt of the Manual, which Manual is hereby incorporated by reference in this Agreement.
- c. The Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project. This responsibility may include, but is not limited to, compliance with local zoning, building, and public safety codes, review by local historic

preservation commissions, and federal and State licensing, permitting, and environmental requirements.

- d. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, AND IN CONSIDERATION FOR THE GRANT PROVIDED UNDER THIS AGREEMENT, GRANTEE IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE GRANTEE. AT ANY TIME AFTER AN EVENT OF DEFAULT UNDER THIS AGREEMENT, THE GRANTEE HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD WITHIN THE STATE OF MARYLAND TO APPEAR FOR GRANTEE IN ANY COURT OF THE STATE OF MARYLAND IN ONE OR MORE PROCEEDINGS OR BEFORE ANY CLERK THEREOF, AND CONFESS JUDGMENT AGAINST THE GRANTEE, IN ACCORDANCE WITH MARYLAND RULE 2-611 OR 3-611, AS APPLICABLE, IN FAVOR OF MHAA FOR AN AMOUNT EQUAL TO THE GRANT (OR THE DISBURSED PORTION OF THE GRANT IF NOT FULLY DISBURSED), PLUS ALL OTHER AMOUNTS DUE AND PAYABLE BY THE GRANTEE AS SET FORTH HEREIN, COSTS OF SUIT, AND REASONABLE ATTORNEYS' FEES.
- e. The Grantee grants to MHAA and MHT the non-exclusive intellectual property right to use any work that Grantee may create, make or develop that is funded in whole or in part by the Grant, including but not limited to articles, books, papers, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork and computations (collectively, the "**Work**"). MHAA and MHT shall have the right to use the Work without restriction or limitation, and without compensation to Grantee.

9. Grantee's Support Acknowledgments.

With respect to all Project related (i) public events such as interviews, ground breaking ceremonies, dedications, media events; and (ii) materials such as press releases, brochures, video productions, installation of exhibits, signage, web pages, and any other materials which are developed with the assistance of the Fund under the Grant:

- a. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of MHAA support, along with the MHAA logo, in the following format:

This Project has been financed in part with State funds from the
Maryland Heritage Areas Authority, an instrumentality of the State of

Maryland. However, Project contents or opinions do not necessarily reflect the views or policies of the Maryland Heritage Areas Authority.

- b. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of the local heritage area technical support identifying the name of the local heritage area, along with the logo of the local heritage area.
- c. Grantee shall consult with MHAA if issues arise regarding incorporation of the acknowledgments in the Project materials.
- d. The Grantee shall obtain review and approval of the materials listed above which are funded by the Grant prior to production of such materials.

10. Grantee's Certifications.

By executing the Agreement, Grantee certifies to MHAA that:

- a. If Grantee is a business entity, Grantee is duly organized and validly existing under the laws of Maryland, is duly registered to do business in the State with the Maryland Department of Assessments and Taxation, or is qualified to do business in the State as a foreign corporation, and will take such action as may be necessary from time to time to remain so qualified through the Termination Date.
- b. This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;
- c. The representations, statements, and other matters contained in the Grant Application and this Agreement are and remain materially true and complete in all material respects;
- d. If applicable, Grantee has obtained, or has reasonable assurances that it will obtain, all federal, State, and local government approvals, permits, and reviews which may be required for the Project;
- e. None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of

the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project; and

- f. Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

11. Nondiscrimination Provisions; Equal Opportunity Compliance.

- a. Grantee may not discriminate, and certifies that it prohibits discrimination in leasing or otherwise providing dwelling or public accommodations or in any other aspect of the development, administration, or operation of the Project, or in any aspect of employment by the Grantee or contractor of the Project, on the basis of:
 - (i) Age or sex (except with respect to residents in elderly projects or when age or sex constitutes a bona fide occupational qualification); or
 - (ii) Race, color, creed, political or religious opinion or affiliation, national origin, sex, sexual orientation, marital status, or physical or mental handicap of a qualified handicapped individual.
- b. Grantee shall comply with the requirements and provisions of the Maryland Department of Planning Assurance of Compliance, attached to this Agreement as **Attachment 1**.
- c. Grantee shall comply with all applicable federal, State, and local laws and departmental policies and programs regarding discrimination and equal opportunity in employment, housing, and credit practices, including MHAA's Minority Business Enterprise Program, as amended, if Grantee does not have its own minority business participation program which is acceptable to MHAA.
- d. Upon MHAA's request, Grantee will submit to MHAA information relating to its operations, with regard to political or religious opinion or affiliation, sexual orientation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by MHAA.

12. Indemnification.

Grantee releases MHAA from, agrees that MHAA shall have no liability for, and agrees to protect, indemnify, and hold MHAA harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against MHAA as a result of or in connection with the Project. All monies expended by MHAA as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs incurred in enforcing the Agreement, including reasonable attorney's fees and court costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and

shall be immediately and without notice due and payable by Grantee to MHAA. This Section shall survive the term of this Agreement.

If Grantee is a county or a municipality, Grantee's indemnification obligations in this Agreement are made to the extent of, and contingent upon, the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§ 5-301, et seq.; and Md. Code Ann., Cts. & Jud. Proc. §5-5A-02, (together the "**County Indemnification Statutes**"), all as amended from time to time.

13. Insurance.

- a. Grantee shall carry hazard, general commercial liability, general contractor, title or flood insurance as applicable to the Project. The requirements related to insurance coverages are set out in the Guidelines and Manual. Grantee shall provide satisfactory evidence of required insurance coverages upon request by MHAA.
- b. If Grantee is a local government, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to MHT.

14. Notices.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing, or submitted electronically to MHT's online grants software system, pursuant to directions to be provided by MHAA. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a. Communications to MHAA shall be mailed to the Project Monitor or such other person as may be designated by MHAA:

Maryland Heritage Areas Authority
Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032
Attn: Ennis Barbary Smith, Project Monitor

- b. Communications to Grantee shall be mailed to:

Megan Flick
Planner
City of Hagerstown
1 East Franklin Street
Hagerstown, MD 21740

15. Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further

instruments as may be required by MHAA to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

16. **Amendment.** Except as provided in Section 1.d. above, minor amendments to this Agreement may be made from time to time upon written or emailed request for amendment from the Grantee, and written or emailed response agreeing to the amendment from MHAA. Material amendments to this Agreement shall be evidenced by a written instrument executed by both parties to the Agreement.

17. **Assignment.** This Agreement may not be assigned without MHAA's prior written approval.

18. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.

20. **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the Effective Date of this Agreement are applicable to this Agreement.

21. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.

22. **Costs.** Grantee shall bear all costs incident to the Grant including, without limitation, if applicable, fees for title insurance, property insurance, or other insurance coverages that may be required by MHAA, recordation fees, and Grantee's attorneys' fees, if any.

23. **Acceptance.** Grantee's acceptance of this Agreement shall constitute Grantee's unconditional agreement to comply with the terms and provisions herein, and shall be indicated by signing this Agreement in the place provided below and returning it to MHAA to the attention of the Project Monitor.

24. **No Warranty or Representation.** Neither the approval by MHAA, nor any subsequent inspections or approvals of the Project, shall constitute a warranty or representation by MHAA or any of its agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any agent representative or designee of MHAA are performed solely for the benefit of MHAA to assure the proper expenditure of the Grant and are not for the benefit of any other person.

25. **Voluntary Termination.** MHAA and Grantee shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to the other party. In the event of voluntary termination by MHAA, Grantee's authority to request disbursements shall cease and Grantee shall have

no right, title or interest in or to any of the Grant funds not yet disbursed to Grantee. At the time of termination, Grantee shall return to MHAA any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.

26. Execution in Counterparts; Electronic Signatures. This Agreement may be executed in counterparts (including facsimile counterparts or as a "PDF" or similar attachment to an email), all of which when taken together shall be deemed one original. This Agreement may be electronically signed; an electronic signature appearing on the Agreement is the same as a handwritten signature for the purposes of validity, enforceability, and admissibility if the signature is an act of the person to whom the signature is attributed.

WITNESS our hands and seals, all as of the Effective Date.

CITY OF HAGERSTOWN, MARYLAND

By: _____ (SEAL)

Name: _____

Title: _____

MARYLAND HERITAGE AREAS AUTHORITY

By: _____

Jeffrey Cann

Assistant Secretary of Operations, Department of Planning

Designee for the Chairman

Maryland Heritage Areas Authority

Date of Execution on behalf of MHAA
(Effective Date)

Approved for form and legal
sufficiency _____.

Assistant Attorney General

Attachments:

Exhibit A	Project Requirements
Exhibit B	Project Budget
Attachment 1	Assurance of Compliance

Paralegal Review _____

EXHIBIT A

PROJECT REQUIREMENTS

SCOPE OF WORK

Grant funds and Grantee's Contribution may be used by the Grantee as follows:

Project Summary:

The Grant and Grantee's Contribution may fund consultant fees for designing a plan for a visitors' center for the Jonathan Hager House Museum, including architectural drawings, exhibit design, and exhibit panel design and fabrication. (collectively, the **"Eligible Project Expenses"**); and

At Grantee's option, up to Twenty Thousand and 00/100 Dollars (\$20,000) but not exceeding the amount of the Grant for eligible operating expenses incurred by the Grantee during the period from March 5, 2020 through December 31, 2021 (the **"Period of Emergency Eligibility"**). Eligible operating expenses include those expenses incurred by the Grantee during the Period of Emergency Eligibility as a direct result or consequence of the economic impacts of the COVID-19 State of Emergency, and that: (a) are necessary for the Grantee to sustain its current operations, as may be modified to adapt to the State of Emergency; and (b) the Grantee is unable to cover without Grant funds (collectively, the **"Eligible Operating Expenses"**).

The scope of work is further described in **Exhibit B** – Project Budget.

PROJECT TIMETABLE

7/8/2021	"PROJECT COMMENCEMENT DATE" : Unless otherwise approved by the Project Monitor in accordance with the terms of the Agreement, Grant funds and Grantee's Contribution may be used for Eligible Project Expenses incurred on or after this date.
March 5, 2020	Eligible Operating Expenses Commencement Date : The COVID-19 State of Emergency operating expenses defined as Eligible Operating Expenses in the Project Summary above may be incurred on or after this date.
6/30/2022	"MID-PROJECT REPORT DUE DATE" : Grantee must submit online a Mid-Project Report (as described in Section 7 of the Agreement and in the Manual), including all required financial documentation with a completed Request for Disbursement.

4/30/2023	“PROJECT COMPLETION DATE”: All work items detailed in <u>Exhibit A</u> for Eligible Project Expenses completed. All Eligible Project Expenses to be reimbursed by Grant funds must be incurred.
On or before December 31, 2021	Eligible Operating Expenses Completion Date: All COVID- 19 State of Emergency operating expenses defined as Eligible Operating Expenses in the Project Summary above to be reimbursed by Grant funds must be incurred.
6/30/2023	“PROJECT COMPLETION REPORT DUE DATE”: Grantee must submit to Project Monitor a Project Completion Report (as described Section 7 of the Agreement and in the Manual), including all Project deliverables as well as all required financial documentation, with a completed Final Request for Disbursement. Failure to submit the Project Completion Report may result in the forfeiture and/or recapture of Grant funds.

GRANTEE’S CONTRIBUTION

MHAA GRANT	\$25,000.00
GRANTEE’S TOTAL REQUIRED CONTRIBUTION	\$25,000.00

EXHIBIT B
PROJECT BUDGET

Line Item No.	Work Item (Description)	Grant Funds	Match	Other Project Costs	Total Project Cost
1	Consultant fees for architectural drawings, exhibit design, and exhibit panel design and fabrication	\$25,000.00	\$25,000.00		\$50,000.00
2	Staff time spent on the project			\$5,000.00	\$5,000.00
	TOTALS	\$25,000.00	\$25,000.00	\$5,000.00	\$55,000.00

ATTACHMENT 1

ASSURANCE OF COMPLIANCE WITH EEO, CIVIL RIGHTS, AND DRUG AND ALCOHOL-FREE WORKPLACE REQUIREMENTS

CITY OF HAGERSTOWN, MARYLAND (hereinafter called "**Grantee**"), having its principal address at 1 E. Franklin Street, Hagerstown, MD 21740,

HEREBY AGREES THAT IT WILL COMPLY WITH:

A. Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) (collectively, the "**Acts**"), to the end that, in accordance with the Acts, no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the Rehabilitation Act of 1973, as amended, requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. Guidelines for the implementation of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended shall be carried out in accordance with relevant Department of the Interior regulations published in 43 CFR 17 and the instructions specified in Chapter 10 of the Historic Preservation Fund Grants Manual.

B. Title VII of the Civil Rights Act of 1964, as amended, to the end that, in accordance with Title VII of that Act, it shall be an unlawful employment practice for an employer:

1. to fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex; or

2. to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex;

C. Title VIII of the Civil Rights Act of 1968, as amended, to the end that, it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States;

D. State of Maryland Governor's Code of Fair Employment Practices, as amended.

E. Title 20 of the State Government Article of the Annotated Code of Maryland, as amended, which establishes the Commission on Civil Rights and prohibits discrimination in public accommodations, employment and residential housing practices;

F. State of Maryland Executive Order 01.01.1989.18 relating to drug-free and alcohol-free workplaces for non-State entities, promulgated November 28, 1989;

G. The State Policy on Equal Opportunity in receiving employment (Md. Code Ann., State Gov't Article § 20-602 (2014)), to the end that MHAA shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices;

H. If the Grant is over \$200,000 and for a construction project, any State of Maryland Minority Business Enterprise Program which establishes a program to provide opportunities for minority contractors and vendors to participate in this Program; and the minority business enterprise plan submitted by or on behalf of Grantee as approved by the Department of Planning's Equal Opportunity Officer;

I. To the extent applicable, with local, State and federal laws regarding accessibility, including the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et seq.), and Section 502 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 792), (87 Stat. 394; 29 U.S.C. §794), which require that buildings designed, constructed, or altered with Federal assistance be made accessible to the physically disabled. These Acts also require that public conveyances procured with Federal assistance be readily accessible to, and usable by, physically disabled persons. Minimum accessibility standards for facilities are contained in "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Disabled" published by the American National Standards Institute (41 CFR 101-19.6, Appendix A). As well, grantees may follow the standards contained in the Americans with Disabilities Act Accessibility Guidelines (28 CFR 36, Appendix A). These provisions are applicable to building or facilities owned or occupied by grantees/subgrantees which are intended to be accessible to the general public and which receive NMHA grant assistance (Refer to 36 CFR 1150, 1190, and the Historic Preservation Fund Grants Manual);

J. Federal Executive Order 11246 — Equal Employment Opportunity, which appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted;

K. With all other State and federal laws and regulations prohibiting discrimination on the grounds of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or disability.

GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given on _____, in consideration of and for the purpose of obtaining, and shall continue for the period of, State financial or technical assistance extended after the date hereof to or on behalf of Grantee by MHAA. Grantee recognizes and agrees that such State financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

CITY OF HAGERSTOWN, MARYLAND

By: _____

Name: _____

Title: _____

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

Topic:

Approval of a Resolution: Amendment to Water Line Easement Agreement with Downsville Lot A-1(50), LLC, Downsville Lot A-2(28), LLC and Downsville Lot A-3(62), LLC

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_and_Resolution_-_
_Amendment_to_Water_Line_Easement_Agreement_-_
_Downsville_Pike.pdf

Description

Motion and Resolution -
Downsville Pike Water Line
Easement

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 21, 2021

TOPIC: **Approval of a Resolution to Enter into an Amendment to Water Line Easement Agreement with Downsville Lot A-1(50), LLC, Downsville Lot A-2(28), LLC and Downsville Lot A-3(62), LLC, Maryland Limited Liability companies, their successors and assigns.**

Charter Amendment	☐
Code Amendment	☐
Ordinance	☐
Resolution	☒
Other	☐

MOTION: I hereby move for the approval of a Resolution for the execution of the attached Amendment to Water Line Easement Agreement to:

- Relocate the existing sixteen inch (16”) water line
- Grant and Convey a Perpetual and Permanent twenty foot wide (20’) easement as shown on Exhibit C in the attached Agreement
- Vacate the Existing Easement
- Enter into a pre-annexation agreement for Lot 2 as a condition of site plan approval for Lot 2

The Parties understand and agree that the Existing Waterline currently exists as a conduit through the Downsville Lot A-1(50), LLC Property, serving only adjacent properties, and it does not currently provide public water service to the Property. The provisions of this Agreement and the performance of the design, review, and installation contemplated hereunder resolve any uncertainty as to these properties vis a vis the the June 29, 1966 Agreement with the Potomac Edison Company, and shall provide water to Lot 1.

DATE OF INTRODUCTION: 12/21/2021

DATE OF PASSAGE: 12/21/2021

EFFECTIVE DATE: 12/21/2021

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO WATER LINE EASEMENT AGREEMENT BETWEEN THE CITY OF HAGERSTOWN AND DOWNSVILLE LOT A-1 (50), LLC; DOWNSVILLE LOT A-2 (28), LLC; and DOWNSVILLE LOT A-3 (62), LLC FOR THE PURPOSE OF RELOCATING AN EXISTING WATER LINE ON LAND SITUATED ON OR NEAR DOWNSVILLE PIKE, HAGERSTOWN, MARYLAND AND TO ADDRESS WATER SERVICE TO SAID LAND

RECITALS

WHEREAS, the City of Hagerstown, Maryland is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland ("the City"); and

WHEREAS, DOWNSVILLE LOT A-1 (50) LLC, a Maryland limited liability company, DOWNSVILLE LOT A-3 (62), LLC, a Maryland limited liability company, DOWNSVILLE LOT A-2 (28), LLC, a Maryland limited liability company, (all three parties heretofore named may be collectively referred to hereinafter as "Owners"), are the owners of those certain parcels of real property consisting of approximately 142.291 acres located on or near the Downsville Pike in Washington County, Maryland;

WHEREAS, the City and the Owners anticipate Owners or their successor and assigns will be removing the existing parcel lines and drawing new parcel lines creating two large lots ("Lot 1" and "Lot 2") out of the current parcels through a reallocation subdivision or similar process in Washington County, Maryland;

WHEREAS, the parties anticipate Owners or their successors and assigns will request, as part of separate site plans for the development of Lot 1 and Lot 2, public water service for Lot 1 and Lot 2, respectively, from the City;

WHEREAS, DOWNSVILLE LOT A-1 (50) LLC,'s property is subject to the terms and conditions of that certain Water Line Easement Agreement for the benefit of the City which is dated December 12, 1989 and recorded with among the Land Records of Washington County, Maryland in Liber 938, folio 297 (the "Easement Agreement");

WHEREAS, the Easement Agreement granted and conveyed unto City, for the purpose of constructing, operating, and maintaining, and the replacement of a sixteen inch (16") water line and the requisite appurtenances (collectively, the "Existing Waterline"), a twenty-foot (20') wide permanent easement on DOWNSVILLE LOT A-1 (50) LLC's Property;

WHEREAS, the City and the Owners hereto now desire to amend the Easement Agreement, as set forth herein on the attached Amendment to Water Line Easement Agreement;

WHEREAS, subject to the standard design review and approval process of the City and any other applicable State or local governmental authority or agency, the Owners shall have the right to replace the Existing Waterline with the construction and installation, at their sole cost and expense, of a new waterline and the requisite appurtenances (collectively, the "New Waterline") within a new permanent easement (the "New Easement") as set forth herein on the attached Amendment to Water Line Easement Agreement;

WHEREAS, the Amendment to Water Line Easement Agreement shall further provide that as a condition to the City's approval of the site plan for Lot 2, which shall constitute the City's approval for a new public water service connection for Lot 2, the Owners, or their successors and assigns shall be required to enter into a pre-annexation agreement with the City for all of Lot 2. However, no such pre-annexation agreement with the City shall be required as a condition to the City's approval of the site plan for Lot 1;

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to enter into the attached Amendment to Water Line Agreement, because, among other reasons, it resolves the uncertainty as to the effect of that certain written Agreement dated June 29, 1966, between the City and Potomac Edison Company as to any entitlement to water service by the Owners as to the Owner's property.

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 City Staff be and are hereby authorized to execute and deliver the Amendment to Water Line Easement between the City and Downsville Lot A-1 (50) LLC; Downsville Lot A-3 (62) LLC; and Downsville Lot A-2 (28) LLC, a copy of which is attached hereto and incorporated herein by reference and to act as signatory on behalf of the City on any other documentation necessary to effectuate the purpose of this ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this Resolution shall become effective upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

By: _____
Emily N. Keller, Mayor

Date of Introduction: December 21, 2021
Date of Passage: December 21, 2021
Effective Date: December 21, 2021

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

AMENDMENT TO WATER LINE EASEMENT AGREEMENT

THIS AMENDMENT TO WATER LINE EASEMENT AGREEMENT (this "**Amendment**") is made this ____ day of December, 2021 by and between **DOWNSVILLE LOT A-1 (50) LLC**, a Maryland limited liability company, its successors and assigns ("**Grantor**"), **DOWNSVILLE LOT A-3 (62), LLC**, a Maryland limited liability company, its successors and assigns, **DOWNSVILLE LOT A-2 (28), LLC**, a Maryland limited liability company, its successors and assigns (all three parties heretofore named may be collectively referred to hereinafter as "**Owners**"), and **The City of Hagerstown**, a Maryland municipal corporation ("**Grantee**").

WITNESSETH

WHEREAS, Owners are the owners of those certain parcels of real property consisting of approximately 142.291 acres located in Washington County, Maryland, as more particularly described as follows:

- (1) Downsville Lot A-1 (50) LLC: Tax Map 56, Parcel 258 (Tax Id. No. 26-038197) consisting of 50.447 acres, more or less, as depicted on the attached drawing, which is attached hereto as Exhibit A and incorporated herein, and more particularly described in a deed dated May 19, 2005 by The Potomac Edison Company to Grantor and recorded among the Land Records of Washington County, Maryland in Liber 2666, folio 713 ("**Grantor's Property**");
- (2) Downsville Lot A-3 (62) LLC: Tax Map 56, Parcel 262 (Tax Id. No. 26-028671) consisting of 62.925 acres, more or less, as depicted on the attached drawing, which is attached hereto as Exhibit A and incorporated herein, and more particularly described in a deed dated May 19, 2005 by The Potomac Edison Company to Downsville Lot A-3 (62), LLC and recorded among the Land Records of Washington County, Maryland in Liber 2667, folio 17 ("**Parcel 262**"); and
- (3) Downsville Lot A-2 (28) LLC: Tax Map 56, Parcel 464 (Tax Id. No. 26-038170) consisting of 28.919 acres, more or less, as depicted on the attached drawing, which is attached hereto as Exhibit A and incorporated herein, and more particularly described in a deed dated May 19, 2005 by Potomac Edison Company to Downsville Lot A-2 (28), LLC and recorded among the Land Records of Washington County, Maryland in Liber 2666, folio 742 ("**Parcel 464**") (collectively, Grantor's Property, Parcel 262 and Parcel 464 may be collectively referred to hereinafter as the "**Owners' Property**").

WHEREAS, the parties anticipate Owners or their successor and assigns will be removing the existing parcel lines and drawing new parcel lines creating two large lots ("**Lot 1**" and "**Lot 2**") out of the current parcels through a reallocation subdivision or similar process in

Washington County, Maryland, as depicted on the Site Layout plan which is attached hereto as Exhibit B and incorporated herein;

WHEREAS, the parties anticipate Owners or their successors and assigns will request, as part of separate site plans for the development of Lot 1 and Lot 2, public water service for Lot 1 and Lot 2, respectively, from Grantee;

WHEREAS, Grantor's Property is subject to the terms and conditions of that certain Water Line Easement Agreement for the benefit of the Grantee which is dated December 12, 1989 and recorded with among the Land Records of Washington County, Maryland in Liber 938, folio 297 (the "**Easement Agreement**");

WHEREAS, the Easement Agreement granted and conveyed unto Grantee, for the purpose of constructing, operating, and maintaining, and the replacement of a sixteen inch (16") water line and the requisite appurtenances (collectively, the "**Existing Waterline**"), a twenty-foot (20') wide permanent easement in the location on Grantor's Property more particularly described therein and reflected on the drawing attached thereto (the "**Existing Easement**") which is also identified as the 20' Waterline Easement 'To be abandoned' on the New Easement Plat prepared by Frederick Seibert & Associates, Inc. and dated August 5, 2021 (the "**New Easement Plat**"), a copy of which is attached hereto as Exhibit C and incorporated herein; and

WHEREAS, the parties hereto now desire to amend the Easement Agreement, as more specifically set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Grantor and Grantee agree as follows:

1. **Incorporation of Recitals and Defined Terms.** Grantor and Grantee agree that the foregoing recitals are true, correct, and complete and are hereby incorporated by reference. Further, except as specifically provided herein, each capitalized term used herein, if any, shall have the meaning ascribed to it in the Easement Agreement.

2. **Relocation of Existing Easement and Existing Waterline.** From and after the Effective Date of this Amendment, subject to the standard design review and approval process of the Grantee and any other applicable State or local governmental authority or agency, Grantor shall have the right to replace the Existing Waterline with the construction and installation, at its sole cost and expense, of a new waterline and the requisite appurtenances (collectively, the "**New Waterline**") within a new permanent easement (the "**New Easement**") which is hereby created, granted, and conveyed by Grantor for the benefit of Grantee in the location shown and identified as "20' Proposed Waterline Easement" on the New Easement Plat attached hereto as **Exhibit C**. Upon the granting of the New Easement and the completion of the New Waterline, the Existing Easement shall automatically be deemed abandoned and released by the Grantee.

3. Grantee's agreement to relocate and replace the Existing Waterline and Existing Easement with the New Waterline and New Easement as provided for herein does not create an independent obligation by Grantee to serve this parcel with public water service.

4. As a condition to Grantee's approval of the site plan for Lot 2, which shall constitute Grantee's approval for a new public water service connection for Lot 2, the Owners, or their successors and assigns shall be required to enter into a pre-annexation agreement with Grantee for all of Lot 2 as depicted on Exhibit B. However, no such pre-annexation agreement with Grantee shall be required as a condition to Grantee's approval of the site plan for Lot 1.

5. This Amendment may be executed in one or more counterparts which, when taken together, shall constitute a single instrument.

6. This Amendment shall be governed by the laws of the State of Maryland, without regard to its conflicts of laws provisions.

7. Except as set forth in this Amendment, all terms, conditions, and provisions of the Easement Agreement shall continue in full force and effect.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first above written.

DOWNSVILLE LOT A-1 (50) LLC, a Maryland limited liability company

By: _____
Name: _____
Title: _____

DOWNSVILLE LOT A-2 (28) LLC, a Maryland limited liability company

By: _____
Name: _____
Title: _____

DOWNSVILLE LOT A-3 (62) LLC, a Maryland limited liability company

By: _____
Name: _____
Title: _____

The City of Hagerstown, a Maryland municipal corporation

By: _____
Name: _____
Title: _____

STATE OF MARYLAND)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of December 2021, before me, the undersigned Notary Public, in and for said state, personally appeared Bradley A. Fulton, Authorized Person of **DOWNSVILLE LOT A-1 (50) LLC; DOWNSVILLE LOT A-2 (28) LLC; and DOWNSVILLE LOT A-3 (62) LLC**, , known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

Subscribed and sworn to me the day and year above written.

Notary Public: _____
Notary Seal:

STATE OF MARYLAND)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of December 2021, before me, the undersigned Notary Public, in and for said state, personally appeared _____ of The City of Hagerstown, a Maryland municipal corporation, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

Subscribed and sworn to me the day and year above written.

Notary Public: _____
Notary Seal:

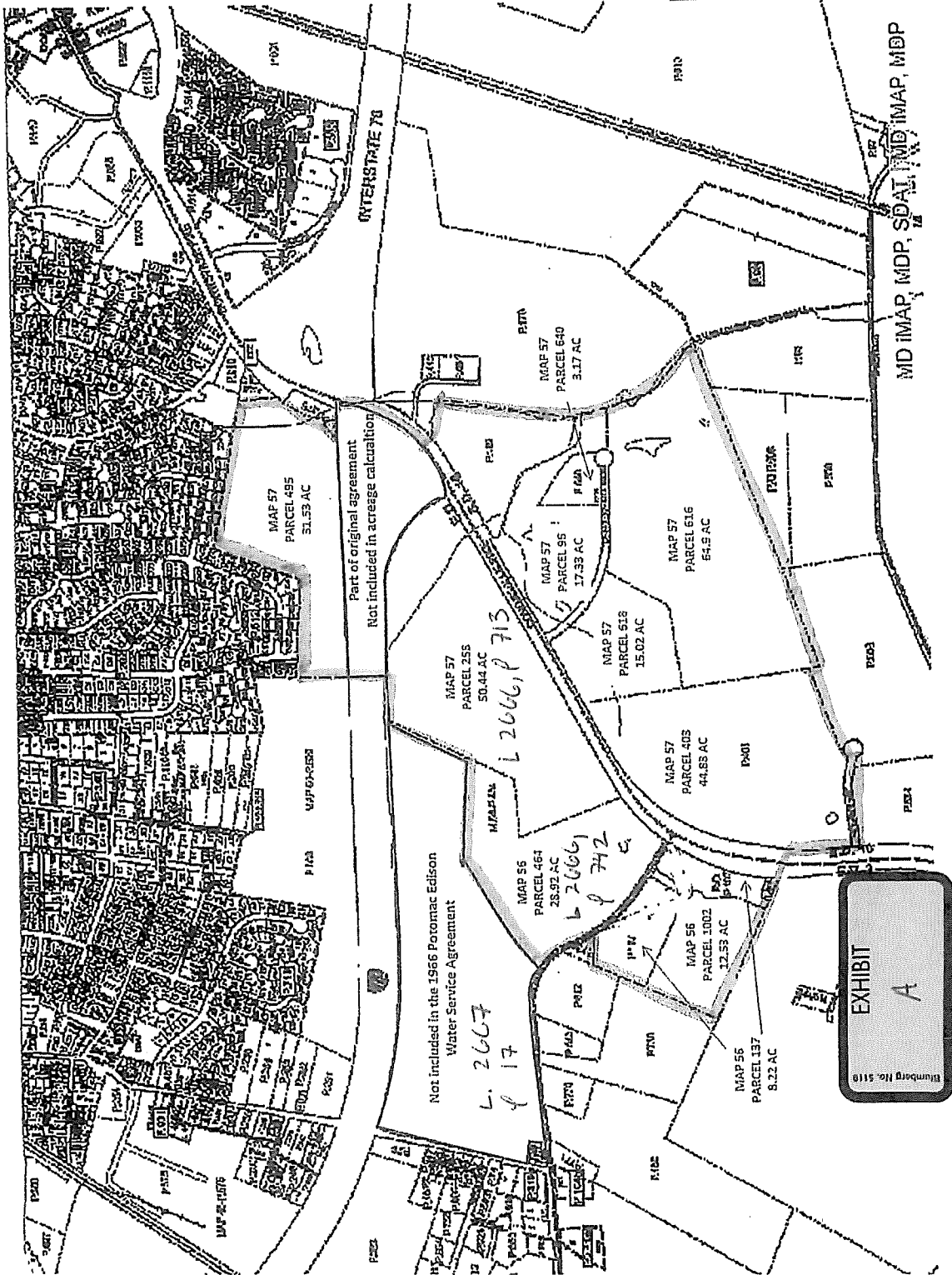
I hereby certify that the foregoing instrument was prepared by, or under the supervision of, the undersigned, an attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

Jason Divelbiss

EXHIBIT A
(Owners' Property)

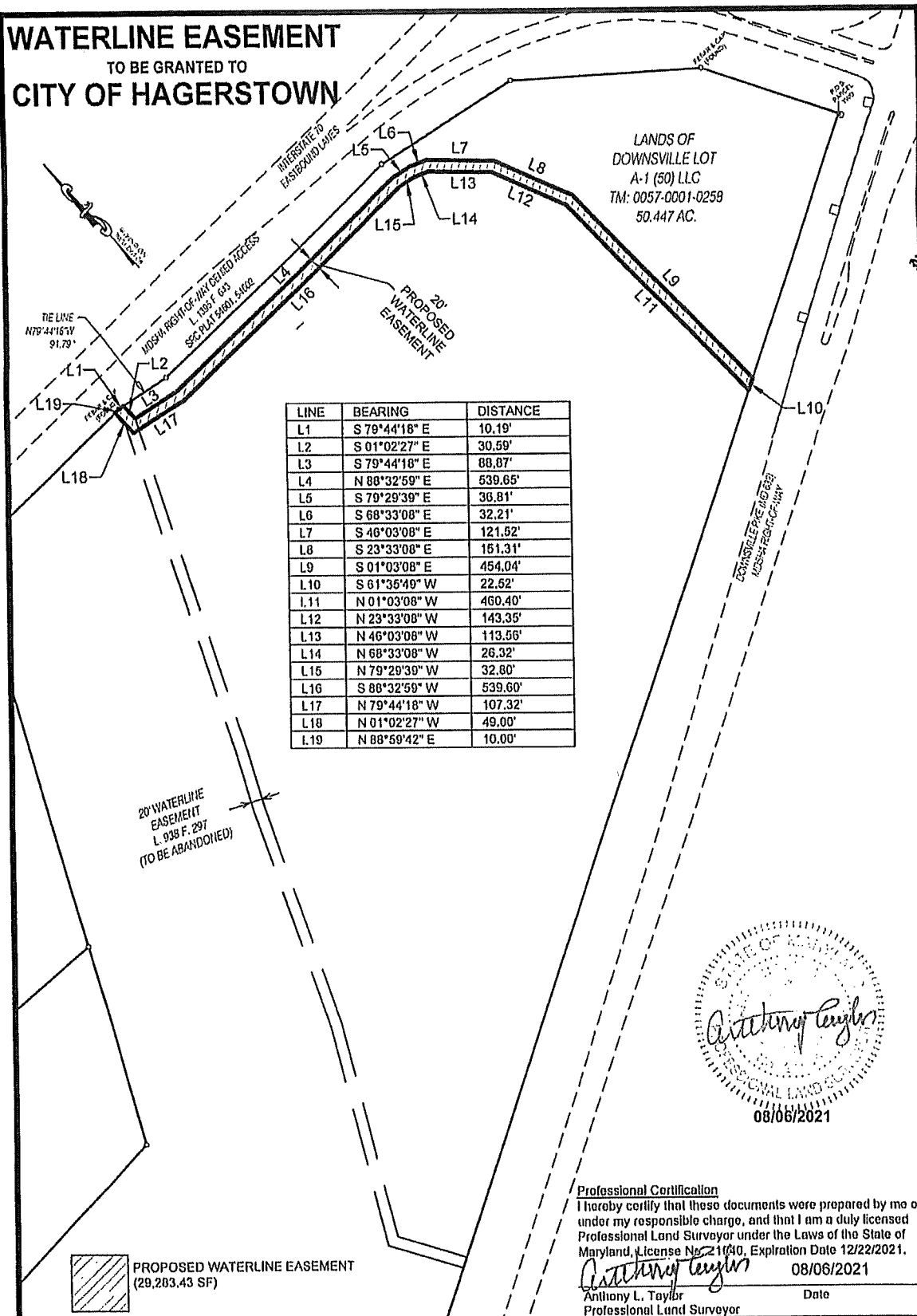
EXHIBIT B
(Site Layout)

EXHIBIT C(New Easement Plat)



PE Agreement Parcels		
Map	Parcel	Acreage
56	137	8.22
56	1002	12.53
56	464	28.919
57	495	31.53
57	258	50.44
57	403	44.88
57	616	15.02
57	618	64.9
57	96	17.33
57	640	3.17
		276.939

WATERLINE EASEMENT TO BE GRANTED TO CITY OF HAGERSTOWN



TAX MAP GRID-PARCEL 0057-0001-0258		 FREDERICK, SEIBERT & ASSOCIATES, INC. CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS		 EXHIBIT C	PROJECT NO. 6218.1
OWN BY TMF	DATE 08-05-2021				
PROJECT MANAGER	EMAIL				
SCALE 1" = 200'					
SHEET 01 OF 01					

123 SOUTH POTOMAC STREET HAGERSTOWN, MD 21740 301.791.5550	20 WEST BALTIMORE STREET GREENCASTLE, PA 17225 717.597.1007	505 SOUTH HANOVER STREET CARLSLE, PA 17013 717.701.8111	15 EAST MAIN STREET KEEBOLOO, PA 17028 717.215.1531
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**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Application for FY2023 Program Open Space

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Approval_of_Application_for_FY2023_Program_Open_Space.pdf

Approval of Application for
FY2023 Program Open
Space

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: December 21, 2021

TOPIC: **Approval of Application for FY 2023 Program Open Space**

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move for Mayor and Council approval of an application to Washington County requesting FY 2023 Program Open Space (POS) development funding for improvements to the City's recreational facilities (POS share listed) as follows:

1. Fairgrounds Park Play Equipment: \$108,000
2. Park Play Equipment and Amenities: \$49,500
3. Fairgrounds Staple Roof Replacement: \$90,000

Date of Introduction: December 21, 2021

Date of Passage: December 21, 2021

Effective Date: December 21, 2021

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

Topic:

Approval of an Engagement Agreement with Kane, Wilburn & Stone, P.A.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion - Engagement Letter -
_Kane__Wilburn____Stone__PA.pdf

2021-11-21_KWS_Engagement_Letter_(signed).pdf

Description

Motion and Agreement

Approval of an Engagement
Agreement

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: December 21, 2021

TOPIC: **Approval of Engagement Agreement with Kane, Wilburn, & Stone, P.A.**

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

MOTION: I hereby move for Mayor and Council approval of an Engagement Agreement with Kane, Wilburn & Stone, P.A. The scope of this engagement is the representation of the City in the 101103105 East Washington Trust et al. v. City of Hagerstown, Circuit Court Case No. C-21-CV-20-000328. The term of this engagement began on August 20, 2020 and will comminute through the conclusion of the pending proceedings in the Circuit Court.

DATE OF PASSAGE: 12/21/2021

KANE, WILBURN & STONE, P.A.
ATTORNEYS AT LAW
28 WEST WASHINGTON STREET
3RD FLOOR
HAGERSTOWN, MARYLAND 21740

BRIAN A. KANE
JAMES W. STONE
ASHLEY N. WILBURN*
* Also admitted in MA and CT

www.kanewilburnstone.com

TELEPHONE (240) 513-4680
FAX (240) 513-4681

IAN R. McILROY**
** Also admitted in FL

November 22, 2021

ENGAGEMENT AGREEMENT

Mayor and Council of the
City of Hagerstown
City Hall
1 East Franklin Street
Hagerstown, MD 21740

**Re: 101103105 East Washington Trust, et al. v. City of Hagerstown, Circuit Court for
Washington County, Maryland, Case No. C-21-CV-20-000328**

Dear Mayor and Council:

Since approximately August 20, 2020, we have been working as co-counsel with Salvatore & Morton, LLC, in defending the above-referenced suit against the City (the "Engagement"). The purpose of this Engagement Agreement is to formalize the terms of this Engagement.

1. The scope of this Engagement is the representation of the City in the above-referenced litigation. We will continue to serve as co-counsel with Jason Morton of Salvatore & Morton, LLC and will share responsibilities with him as the circumstances may warrant. Our principal attorneys who will be involved in this Engagement are Brian A. Kane and James W. Stone, although we may from time to time utilize other professionals in our office when and as the need arises.

2. The term of this Engagement began on August 20, 2020 and will continue through the conclusion of the pending proceedings in the Circuit Court. Either you or we may terminate this Engagement without cause by giving the other party at least fifteen (15) days prior written notice. Such termination, however, will not relieve you of your obligation to pay any fees or expenses incurred before the termination.

3. Our fees charges during the Engagement have been and will be as follows:

Attorney's time: \$195.00 per hour, increasing to \$200.00 effective January 1, 2022.

Paralegal/legal assistant's time: \$60.00 per hour, increasing to \$65.00 effective January 1, 2022.

Out-of-pocket expenses: billed at cost, which include our standard and customary rates for in-house copies and printing. Our practices with respect to billing for out-of-pocket expenses are and will be consistent with those utilized by Salvatore & Morton, LLC.

4. We bill on a monthly basis. We will submit our invoices to Salvatore & Morton, LLC, who will include our charges when they submit their regular invoices to the City. Our invoices track time in 1/10 hour increments and will provide reasonable detail for our time and expenses incurred.

We will keep you informed as to the progress of your work. We or Mr. Morton will usually send you copies of all correspondence, pleadings and other Court documents that we generate or receive.

Please fee free to contact us at any time if you have any questions, etc. about our work. If no one is available when you telephone, one of us will return your call promptly. Our files and their contents are open to your inspection at any reasonable time.

Although we cannot guarantee results, we will make every effort to represent your interests diligently, on a timely basis, and in accordance with the highest levels of quality and ethical standards.

We view this engagement with the City as we would view any engagement with a valued client. And we appreciate the opportunity to continue to serve as co-counsel in this matter.

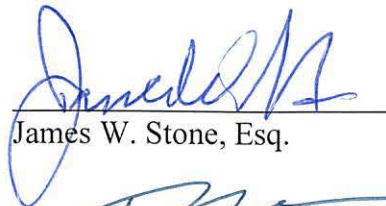
Please counter-sign this Agreement and return it to us at your earliest convenience.

Major and Council of the
City of Hagerstown
November 22, 2021

Page 3 of 3

Sincerely,

KANE, WILBURN & STONE, P.A.

A handwritten signature in blue ink, appearing to read "James W. Stone", written over a horizontal line.

James W. Stone, Esq.

A handwritten signature in blue ink, appearing to read "Brian A. Kane", written over a horizontal line.

Brian A. Kane, Esq.

CONSENTED TO AND APPROVED:

WITNESS AND ATTEST
AS TO CORPORATE SEAL

Donna Spickler, City Clerk

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

By: _____
Emily Keller, Mayor

Dated: _____

KANE, WILBURN & STONE, P.A.
ATTORNEYS AT LAW
28 WEST WASHINGTON STREET
3RD FLOOR
HAGERSTOWN, MARYLAND 21740

BRIAN A. KANE
JAMES W. STONE
ASHLEY N. WILBURN*
* Also admitted in MA and CT

www.kanewilburnstone.com

TELEPHONE (240) 513-4680
FAX (240) 513-4681

IAN R. McILROY**
** Also admitted in FL

November 22, 2021

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City of Hagerstown
City Hall
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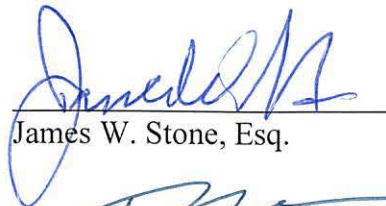
Please counter-sign this Agreement and return it to us at your earliest convenience.

Major and Council of the
City of Hagerstown
November 22, 2021

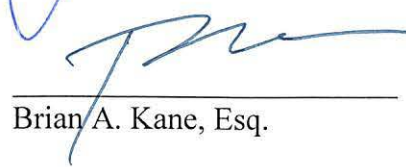
Page 3 of 3

Sincerely,

KANE, WILBURN & STONE, P.A.

A handwritten signature in blue ink, appearing to read "James W. Stone", written over a horizontal line.

James W. Stone, Esq.

A handwritten signature in blue ink, appearing to read "Brian A. Kane", written over a horizontal line.

Brian A. Kane, Esq.

CONSENTED TO AND APPROVED:

WITNESS AND ATTEST
AS TO CORPORATE SEAL

Donna Spickler, City Clerk

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

By: _____
Emily Keller, Mayor

Dated: _____

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

Topic:

Approval of an Amendment to FY22 CDBG Annual Action Plan - Creation of New Activity for Wheaton Park Enhancements

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

REQUIRED_MOTION_Wheaton_Park_CDBG_Amendment.pdf

Description

Amendment to FY22
CDBG Annual Action Plan -
Creation of New Activity for
Wheaton Park
Enhancements

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

December 21, 2021

**TOPIC: Amendment to FY22 CDBG Annual Action Plan- Creation of New
Activity for Wheaton Park Enhancements**

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

MOTION: I hereby move for the Mayor and City Council to amend the FY22 Community Development Block Grant Annual Action Plan in order to create a new activity – Wheaton Park Enhancements. \$318,469 of CDBG funding will be allocated for this activity to for various enhancements and improvements to Wheaton Park. Details of the amendment are attached.

DATE OF INTRODUCTION:	12/21/2021
DATE OF PASSAGE:	12/21/2021
EFFECTIVE DATE:	12/21/2021

**CITY OF HAGERSTOWN, MARYLAND
AMENDMENT TO FY 2022 ANNUAL ACTION PLAN FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

CREATION OF NEW CDBG ACTIVITY:

Wheaton Park Enhancements, Building Demolition, and Rehabilitation Project

In Fiscal Year 2022, the City of Hagerstown proposes to create a new CDBG activity:

Wheaton Park Enhancements, Building Demolition, and Rehabilitation Project

Funds will be used for various activities to include but not limited to: design concepts, vacant structure demolition, misting pad installation, and other similar park enhancements. The activity will be funded with Fiscal Year 2021 unanticipated CDBG program income of \$318,469 received from the sale of CDBG property.

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

Topic:
Approval of Amendment Two to the MOU for the Potomac Street at Howard Street Signal Improvements Safe Routes To School Infrastructure Project

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Amendment_Two_to_the_MOU_for_the_Potomac_Street_at_Howard_Street_Signal_Improvements_Safe_Routes_To_School_Infrastructure_Project.pdf	Amendment Two to the MOU for the Potomac Street at Howard Street Signal Improvements Safe Routes To School Infrastructure Project



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

December 14, 2021

TO: Scott Nicewarner, City Administrator

FROM: Rodney Tissue, City Engineer *Ron*

RE: **Amendment to Memorandum of Understanding
Maryland Department of Transportation
Extension of the Safe Route To School Grant
Signal Replacement at Potomac Street and Howard Street**

This project is complete but to get reimbursed by the grant, MDOT requires us to execute a time extension. Staff obviously recommends this.

Staff will be available on Tuesday to review this project with the Mayor & Council.

Attachment: Amendment

Cc: Bill Killinger
Jeannie Jefferies
Michelle Hepburn
Brook Graver

**AMENDMENT TWO TO THE
MEMORANDUM OF UNDERSTANDING
for**

**Potomac Street at Howard Street Signal Improvements Safe Routes to School
Infrastructure Project**

THIS AMENDMENT TWO TO THE MEMORANDUM OF UNDERSTANDING FOR THE POTOMAC STREET AT HOWARD STREET SIGNAL IMPROVEMENTS SAFE ROUTES TO SCHOOL INFRASTRUCTURE PROJECT (AMENDMENT No. ONE) executed in duplicate, effective this _____ day, in the month of _____ 2021, by and between the State Highway Administration of Maryland Department of Transportation, acting for and on behalf of the State of Maryland, hereinafter called the “**MDOT SHA**”, and the City of Hagerstown, located in Washington County, Maryland, hereinafter called the “**PROJECT SPONSOR**”.

WHEREAS, certain funds have been set aside in the Fixing America’s Surface Transportation Act (FAST-Act) that provides funding certainty for the purpose of providing funding for the Safe Routes to School Program, “**SRTS**”, for the purpose of providing funding to help communities make it safer for students to walk and bike to school and encourage them to do so, hereinafter called “**SRTS FUNDING**”; and

WHEREAS, an MOU for the PROJECT was duly executed on July 5, 2018 by MDOT SHA and the PROJECT SPONSOR to cover the use of FAST-Act in the amount of \$264,000 for the PROJECT, hereinafter “**ORIGINAL MOU**” and included herein by reference; and

WHEREAS, an MOU for this PROJECT was duly executed on December 2, 2020 by MDOT SHA and the PROJECT SPONSOR to update the funding breakdown, hereinafter “**FIRST AMENDMENT**” and included herein by reference; and

WHEREAS, this Amendment Two is needed to extend the project term; and

WHEREAS, the MDOT SHA and the PROJECT SPONSOR hereby agree that the PROJECT will be a benefit to all parties of this MOU and would promote the safety, health and general welfare of the citizens of Washington County and the State of Maryland.

NOW, THEREFORE, in consideration of the premises and of the mutual promises between the MDOT SHA and the PROJECT SPONSOR, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following amendment to the ORIGINAL MOU:

In Section III. Project Funding, Paragraph A, of the ORIGINAL MOU, delete entire paragraph and replace with:

- A. The PROJECT activities shall begin on the execution date of the ORIGINAL MOU and will be completed on December 31, 2022.

Except as changed by this SECOND Amendment, all other terms and conditions of the FIRST AMENDMENT and ORIGINAL MOU remain unchanged and in full force and effect for the PROJECT.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**MARYLAND STATE HIGHWAY
ADMINISTRATION**

3

Donna Spickler,
City Clerk

By : _____(SEAL)

Emily Keller, Date
Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

RECOMMENDED FOR APPROVAL

Jason Morton
City Attorney

Scott Nicewarner
City Administrator

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

Topic:

Approval of Amendment One to the MOU for Marsh Run Multi-Use Trail Project

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-MOU_Marsh_Run_Multi-Use_Trail.pdf

Amendment_One_to_the_MOU_the_for_Marsh_Run_Multi-Use_Trail_Project.pdf

Description

Motion and Agreement
MOU - Marsh Run Multi-Use
Trail

Amendment One to the
MOU the for Marsh Run
Multi-Use Trail Project

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 21, 2021

TOPIC: Amendment One to the Memorandum of Understanding for the Design of the Marsh Run Multi-Use Trail

Charter Amendment

Code Amendment

Ordinance

Resolution

Other

 X

MOTION: I hereby move for the approval of Amendment One to the Memorandum of Understanding with the Maryland Department of Transportation for the Marsh Run Multi-Use Trail Project. This Amendment extends the design completion date to October 3, 2024.

DATE OF PASSAGE: 12/21/2021



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

December 14, 2021

TO: Scott Nicewarner, City Administrator

FROM: Rodney Tissue, City Engineer *Ron*

RE: **Amendment to Memorandum of Understanding
Maryland Department of Transportation
Extension of the Transportation Alternatives Program Grant
Marsh Run Trail**

This design of this project is 90% complete, MDOT requires us to execute a time extension due to delays caused by CSX Railroad. Staff obviously recommends this.

Staff will be available on Tuesday to review this project with the Mayor & Council.

Attachment: Amendment

Cc: Jim Bender
Jeannie Jefferies
Michelle Hepburn
Brook Graver

**AMENDMENT ONE TO THE
MEMORANDUM OF UNDERSTANDING
for
Marsh Run Multi-Use Trail Project**

THIS AMENDMENT NUMBER ONE TO THE MEMORANDUM OF UNDERSTANDING FOR THE MARSH RUN MULTI-USE TRAIL (AMENDMENT No. ONE) executed in two originals made and entered into this _____ day of _____ 2021, by and between the Maryland Department of Transportation acting for and on behalf of the State of Maryland by and through the State Highway Administration, hereinafter called "MDOT SHA," and the Mayor and City Council of Hagerstown, located in Washington County, Maryland, hereinafter called the "**PROJECT SPONSOR.**"

WHEREAS, certain funds have been set aside in the Federal funding authorization bill Moving Ahead for Progress in the 21st Century (MAP-21) for the purpose of providing funding for alternatives to the transportation system, hereinafter called the "TRANSPORTATION ALTERNATIVES (TAP) PROGRAM"; and

WHEREAS, the PROJECT SPONSOR and SHA desire to undertake the design from 40% to 100% design, which will be used to design a trail of approximately 6,500 lineal feet between the Municipal Stadium and City Park.

WHEREAS, reimbursement of expenses for a PROJECT under the TRANSPORTATION ALTERNATIVES PROGRAM is subject to State and Federal requirements; and

WHEREAS, an MOU for the PROJECT was duly executed on October 3, 2016 by MDOT SHA and the PROJECT SPONSOR to cover the use of the MAP-21 FUNDS in the amount of \$200,000 for the PROJECT, hereinafter ORIGINAL MOU and included herein by reference; and

WHEREAS, construction of the PROJECT described in this MOU is in the mutual interest of the parties and of the citizens of Washington County and the State of Maryland.

NOW, THEREFORE, in consideration of the premises and of the mutual promises between MDOT SHA and the PROJECT SPONSOR, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following amendment to the ORIGINAL MOU:-

- I. In Section III. PROJECT FUNDING, Paragraph A, of the ORIGINAL MOU, delete entire text and replace with:**
1. The PROJECT term shall begin on the date of the execution of the MOU and shall end on October 3, 2024.

II. In Section VIII. GENERAL, Paragraph B. iii. of the ORIGINAL MOU, delete entire text and replace with:

1. The PROJECT term shall begin on the date of the execution of the MOU and shall end on October 3, 2024.

III. In Section VIII. GENERAL, Paragraph O, of the ORIGINAL MOU, delete entire text and replace with:

1. All notices and/or invoices, if to the CITY, shall be addressed to:

Mr. Rodney Tissue, City Engineer
City of Hagerstown
1 East Franklin Street
Hagerstown, Maryland 21740
Phone: 301-739-8577
E-mail: rtissue@hagerstownmd.org

If to MDOT SHA:

Mr. Anthony Crawford, District 6 Engineer
State Highway Administration
District 6 Office
1251 Vocke Road
La Vale, MD 21502
Phone: 301-729-8486
E-mail: ACrawford@mdot.maryland.gov

With a copy to:

Devin Miller
Assistant District Engineer – Construction
District 6 Office
Mail Stop D-6
1251 Vocke Road
LaVale, MD 21502
Phone: 301.729.8411
E-mail: DMiller2@mdot.maryland.gov

And:

Kris Wells
Area Materials Engineer
SHA District 6 & 7 and OOTS
Mail Stop Parkhead
7450 Traffic Drive
Hanover, MD 21076
Phone: 301.842.2406
Phone: 410-371-0016
E-mail: KWells1@mdot.maryland.gov

All invoices for TRANSPORTATION ALTERNATIVES FUNDING approved for payment shall be forwarded for processing to:

Ms. Christy Bernal, Transportation Alternatives Program Manager
Regional and Intermodal Planning Division
State Highway Administration
Mail Stop C-502
707 N. Calvert Street
Baltimore, MD 21202
Phone: 410-545-5659
Fax: 410-209-5025
E-mail: cbernal@mdot.maryland.gov

Except as changed by this AMENDMENT No. ONE, all other terms and conditions of the ORIGINAL MOU remain unchanged and in full force and effect for the PROJECT.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT No. ONE to the ORIGINAL MOU to be executed by their proper and duly authorized officers, on the day and year first above written.

**MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

Witness

By: _____ (SEAL)
Tim Smith, P.E.
Administrator

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

RECOMMENDED FOR APPROVAL

Dayna Pachman
Assistant Attorney General

C. Scott Pomento, P.E.
Director, Office of Planning and Preliminary
Engineering

William J. Bertrand
Director, Office of Finance

MAYOR and CITY COUNCIL OF HAGERSTOWN

ATTEST:

Donna Spickler,
City Clerk

By : _____ (SEAL)
Emily Keller, Date
Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

RECOMMENDED FOR APPROVAL

Jason Morton
City Attorney

Scott Nicewarner
City Administrator



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

December 14, 2021

TO: Scott Nicewarner, City Administrator

FROM: Rodney Tissue, City Engineer *Ron*

RE: **Amendment to Memorandum of Understanding
Maryland Department of Transportation
Extension of the Transportation Alternatives Program Grant
Marsh Run Trail**

This design of this project is 90% complete, MDOT requires us to execute a time extension due to delays caused by CSX Railroad. Staff obviously recommends this.

Staff will be available on Tuesday to review this project with the Mayor & Council.

Attachment: Amendment

Cc: Jim Bender
Jeannie Jefferies
Michelle Hepburn
Brook Graver

**AMENDMENT ONE TO THE
MEMORANDUM OF UNDERSTANDING
for
Marsh Run Multi-Use Trail Project**

THIS AMENDMENT NUMBER ONE TO THE MEMORANDUM OF UNDERSTANDING FOR THE MARSH RUN MULTI-USE TRAIL (AMENDMENT No. ONE) executed in two originals made and entered into this _____ day of _____ 2021, by and between the Maryland Department of Transportation acting for and on behalf of the State of Maryland by and through the State Highway Administration, hereinafter called “MDOT SHA,” and the Mayor and City Council of Hagerstown, located in Washington County, Maryland, hereinafter called the “**PROJECT SPONSOR**.”

WHEREAS, certain funds have been set aside in the Federal funding authorization bill Moving Ahead for Progress in the 21st Century (MAP-21) for the purpose of providing funding for alternatives to the transportation system, hereinafter called the “TRANSPORTATION ALTERNATIVES (TAP) PROGRAM”; and

WHEREAS, the PROJECT SPONSOR and SHA desire to undertake the design from 40% to 100% design, which will be used to design a trail of approximately 6,500 lineal feet between the Municipal Stadium and City Park.

WHEREAS, reimbursement of expenses for a PROJECT under the TRANSPORTATION ALTERNATIVES PROGRAM is subject to State and Federal requirements; and

WHEREAS, an MOU for the PROJECT was duly executed on October 3, 2016 by MDOT SHA and the PROJECT SPONSOR to cover the use of the MAP-21 FUNDS in the amount of \$200,000 for the PROJECT, hereinafter ORIGINAL MOU and included herein by reference; and

WHEREAS, construction of the PROJECT described in this MOU is in the mutual interest of the parties and of the citizens of Washington County and the State of Maryland.

NOW, THEREFORE, in consideration of the premises and of the mutual promises between MDOT SHA and the PROJECT SPONSOR, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following amendment to the ORIGINAL MOU:-

- I. In Section III. PROJECT FUNDING, Paragraph A, of the ORIGINAL MOU, delete entire text and replace with:**
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II. In Section VIII. GENERAL, Paragraph B. iii. of the ORIGINAL MOU, delete entire text and replace with:

1. The PROJECT term shall begin on the date of the execution of the MOU and shall end on October 3, 2024.

III. In Section VIII. GENERAL, Paragraph O, of the ORIGINAL MOU, delete entire text and replace with:

1. All notices and/or invoices, if to the CITY, shall be addressed to:

Mr. Rodney Tissue, City Engineer
City of Hagerstown
1 East Franklin Street
Hagerstown, Maryland 21740
Phone: 301-739-8577
E-mail: rtissue@hagerstownmd.org

If to MDOT SHA:

Mr. Anthony Crawford, District 6 Engineer
State Highway Administration
District 6 Office
1251 Vocke Road
La Vale, MD 21502
Phone: 301-729-8486
E-mail: ACrawford@mdot.maryland.gov

With a copy to:

Devin Miller
Assistant District Engineer – Construction
District 6 Office
Mail Stop D-6
1251 Vocke Road
LaVale, MD 21502
Phone: 301.729.8411
E-mail: DMiller2@mdot.maryland.gov

And:

Kris Wells
Area Materials Engineer
SHA District 6 & 7 and OOTS
Mail Stop Parkhead
7450 Traffic Drive
Hanover, MD 21076
Phone: 301.842.2406
Phone: 410-371-0016
E-mail: KWells1@mdot.maryland.gov

All invoices for TRANSPORTATION ALTERNATIVES FUNDING approved for payment shall be forwarded for processing to:

Ms. Christy Bernal, Transportation Alternatives Program Manager
Regional and Intermodal Planning Division
State Highway Administration
Mail Stop C-502
707 N. Calvert Street
Baltimore, MD 21202
Phone: 410-545-5659
Fax: 410-209-5025
E-mail: cbernal@mdot.maryland.gov

Except as changed by this AMENDMENT No. ONE, all other terms and conditions of the ORIGINAL MOU remain unchanged and in full force and effect for the PROJECT.

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IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT No. ONE to the ORIGINAL MOU to be executed by their proper and duly authorized officers, on the day and year first above written.

**MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

Witness

By: _____ (SEAL)
Tim Smith, P.E.
Administrator

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

RECOMMENDED FOR APPROVAL

Dayna Pachman
Assistant Attorney General

C. Scott Pomento, P.E.
Director, Office of Planning and Preliminary
Engineering

William J. Bertrand
Director, Office of Finance

MAYOR and CITY COUNCIL OF HAGERSTOWN

ATTEST:

Donna Spickler,
City Clerk

By : _____ (SEAL)
Emily Keller, Date
Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Jason Morton
City Attorney

RECOMMENDED FOR APPROVAL

Scott Nicewarner
City Administrator