

Regular Session (12th Voting Session)
Mayor and City Council
May 27, 2025
Agenda

7:00 PM - May 27, 2025 - REGULAR SESSION -*Council Chambers, 2nd floor, City Hall*

I. CALL TO ORDER

Mayor William B. McIntire

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. A. Rules of Procedure – Effective December 17, 2024
- 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, June 3, 2025 – Work Session at 4:00 p.m.
 - 2. Tuesday, June 10, 2025 - Work Session at 4:00 p.m.
 - 3. Tuesday, June 17, 2025 - Regular Session at 7:00 p.m.
 - 4. Tuesday, June 24, 2025 – No Meeting Scheduled

V. APPOINTMENTS

- A. Ethics Commission

VI. GUESTS

If I Were Mayor Essay Contest Winners - Students from Paramount Elementary School

VII. AGENDA ITEM CITIZEN COMMENTS

Citizen Comments on agenda items shall be limited to topics listed for consideration on this agenda and limited to three minutes.

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, May 27, 2025. 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.

VIII. MINUTES

April 1, 2025, April 8, 2025, April 15, 2025, and April 22, 2025

IX. CONSENT

- A. Finance

1. Utility Bill Processing and Mailing - Arista Information Systems (Duluth, GA) \$ 228,000.00

B. Engineering

1. Construction Testing and Inspection Contract - Triad Engineering, Inc. (Hagerstown, MD)
2. Sidewalk Accessibility Ramps - FY26 - JT Rock Excavating, LLC (Mt. Airy, MD) Not to Exceed \$ 150,000.00
3. Curb and Sidewalk Replacement Program - Concrete Central, LLC (Hagerstown, MD) Not to Exceed \$ 260,000.00
4. Burnap Parking Lot Construction - *Material to be presented*
5. Blanket Purchase Order for Trash and Recycling Carts - Rehrig Pacific Co. (Erie, PA) \$ 100,000.00

C. Police

1. Engineering/Survey Work for Fiber Loops - Pennsylvania Networks (Orbisonia, PA) - \$ 24,225.00
2. Flock Safety Platform and Implementation - Flock Safety (Atlanta, GA) \$ 14,800.00
3. Axis License Plat Cameras and Licenses - Spichers Security Services (Hagerstown, MD) \$ 10,973.70 - *Material to be presented*
4. Water Source Heat Pump - Fridinger Ritchie (Hagerstown, MD) \$ 13,400.00
5. Blu Stream Equipment - *Material to be presented*
6. Consultant to Review Operations for Hagerstown Police Department - *Material to be presented*

D. Public Works

1. Multiple Repairs to Unit #93 Street Sweeper - Maryland Industrial Trucks, Inc. (Linthicum, MD) \$ 18,957.75

E. Utilities

1. Light - FY25 Contract Increase - Vegetation Management -- N.G. Gilbert (Muncie, IN) \$50,000.00
2. Light - FY26 Blanket Contract - Vegetation Management -- Xylem Tree Experts (Norfolk, VA) \$382,500.00
3. Light - FY26 Blanket Contract- Substation Maintenance -- TRC Companies (Lancaster, PA) \$180,000.00
4. Light - FY26 Blanket Contract - Linework Services -- Diamond Electric (Boonesboro, MD) \$250,000.00
5. Light - FY26 Blanket Contract - Electric Equipment Refurbishment -- Southeastern Transformer Company (Dunn, NC) \$75,000.00
6. Light - FY26 Blanket Contract - Consulting Services -- GDS Associates (Marietta, GA) \$195,000.00
7. Light - FY26 Blanket Contract - Electric Underground Locating -- USIC Locating Services (Indianapolis, IN) \$60,000.00
8. Light - FY26 Blanket Contract - Flame Resistant Clothing -- Hudson Workwear (Brecksville, OH) \$28,500.00

9. Light - FY26 Blanket Contract - Software Support -- Milsoft Utility Solutions (Abilene, TX) \$47,735.00
10. Water: Double Check Detector Assemblies (Fireline Meters) – Ferguson Enterprises, LLC (Frederick, MD) \$48,620.00
11. Water: Security Gate Upgrade 151 Park Ave. – Mid Atlantic Entry Maryland, LLC (Abington, MD) \$19,756.00
12. Water: Magnafloc Polymer – Coyne Environmental (Croydon, PA) \$48,600.00
13. Water: Chlorinator Maintenance – Environmental Service & Equipment Company, LTD (Marcus Hook, PA) \$11,430.00
14. Water: VFD Module Spare Part– Industrial Service Solutions (Camp Hill, PA) \$17,940.00
15. Water: Upgrade of Toshiba 2-VFDs at RCW - Industrial Service Solutions (Camp Hill, PA) \$235,045.00
16. Water: Motor Control Center (MCC) Maintenance Contract – Capital Electric (Hagerstown, MD) \$40,750.00
17. Water: Forklift for RCW WTP - Hyster-Yale Materials Handling, Inc. (Greenville, SC) \$38,924.00
18. Water: SCADA Generator Replacement at RCW WTP - Fidelity Power Systems (Sparks, MD) \$41,331.02
19. Water: Utility Breaker for RCW Water Plant – Capital Electric (Hagerstown, MD) \$23,500.00
20. Wastewater: Flow Meter Replacement Hagerstown WWTP – Callas Contractors, LLC (Hagerstown, MD) \$599,400.00
21. Wastewater: Annual Pelletizer Operations Contract – NEFCO/Synagro (Baltimore, MD) \$1,700,704.22
22. Utilities: Tree Trimming & Removal Contract Change Order #1 - NG Gilbert Services (Muncie, IN) \$25,000.00

X. UNFINISHED BUSINESS

- A. Approval of an Ordinance: POM Text Amendment
- B. Approval of an Ordinance: Cannabis Related Land Management Code Text Amendments
- C. Approval of an Ordinance - Quit Claim Washington County Museum of Fine Arts
- D. Approval of an Ordinance: Tax Rate beginning July 1, 2025
- E. Approval of an Ordinance: Budget FY 2025/2026

XI. NEW BUSINESS

- A. Introduction of an Ordinance: Outdoor Lodging
- B. Approval of a Resolution: Community Rescue Service (CRS) Fuel Cost Reimbursement Agreement
- C. Approval of a Resolution: Safe Streets for All Safety Action Plan
- D. Approval of a Resolution: License Agreement with Antietam Paper Company
- E. Approval of a Resolution: Lease Agreement with University System of Maryland Hagerstown for 60 W. Washington Street
- F. Approval of a Resolution: Authorizing Approval to Apply for Main Street Improvement Program Grant

- G. Approval of FY26 Inventory Procurement Funds
- H. Approval to Authorize the Director of Utilities to Secure Wholesale Power Supply Terms
- I. Approval of the Procurement for Contractual Services to Assist with Emergency Storm Restoration - *Material to be presented*
- J. Approval for Hagerstown Police Department to Accept Grant from DOCCP - *Material to be presented*
- K. Approval of FY26 Additional General Fund Transfers for Hagerstown Field House - *Material to be presented*
- L. Approval of Request for Proposals (RFP) for Developer for Upper Floor Market Rate Housing Grant Program
- M. Approval of Request for Proposals (RFP) for Developer for Strategic Properties Grant Program
- N. Approval of the Guidelines and Application Form for Middle Neighborhoods Emergency Repair Grant Program.
- O. Approval of Flying Boxcars Fireworks Event on July 4, 2025

XII. GENERAL CITIZEN COMMENTS

- A. General Citizen Comments are welcome and shall be limited to three minutes.
- B. 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, May 27, 2025. 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.

XIII. CITY ADMINISTRATOR'S COMMENTS

XIV. MAYOR AND COUNCIL COMMENTS

XV. ADJOURN

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

Topic:

Mayor William B. McIntire

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

- A. Rules of Procedure – Effective December 17, 2024
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Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Ethics Commission

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

If I Were Mayor Essay Contest Winners - Students from Paramount Elementary School

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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HAGERSTOWN, MARYLAND**

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HAGERSTOWN, MARYLAND**

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Mayor and City Council Action Required:

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Motion:

Action Dates:

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

Topic:

Utility Bill Processing and Mailing - Arista Information Systems (Duluth, GA) \$ 228,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Finance_-_Utility_Bill_Processing_and_Mailing.pdf

Binder1.pdf

Description

Signed Consent Form

Consent for Utility Bill
Processing and Mailing

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
X	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Arista continues to print and mail Utility Bills in a timely manner and now provides all PDF's necessary for invoice cloud and online portal. Their response time and resolution to issues is quick.

Beth A. Gault 5/9/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Freia 5/9/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle H. H. H. 5/9/25
Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle H. H. H. 5/15/25
Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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REVIEWED AND APPROVED AS FOLLOWS:

<p>(1) Department Director and Division Manager</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
<p>(2) Purchasing Agent</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
<p>(3) Chief Financial Officer</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
<p>(4) City Administrator</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>

Tyler French

From: Mike Finke <mfinke@aristainfo.com>
Sent: Monday, April 21, 2025 8:58 AM
To: Tyler French
Subject: RE: City of Hagerstown - Bill printing contract

Tyler, no changes are expected.

Mike Finke

Arista Information Systems | Manager of Customer Support
[aristainfo.com](mailto:mfinke@aristainfo.com) | mfinke@aristainfo.com
678-473-1885 | Option 1

From: Tyler French <tfrench@hagerstownmd.org>
Sent: Monday, April 21, 2025 8:56 AM
To: Mike Finke <mfinke@aristainfo.com>
Subject: City of Hagerstown - Bill printing contract

Hi Mike,

We are interested in renewing this contract for another year (June 2025 – May 2026). I just wanted to verify that everything in the attached document will remain the same?

Thanks,



Tyler Ann French (she/her)
Procurement Administrator
Direct: 301-797-6345
Internal : ext 188
Email: tfrench@hagerstownmd.org
1 East Franklin Street
Hagerstown, MD 21740
www.hagerstownmd.org



To view our current bid listings, please visit <http://www.hagerstownmd.org/bids.aspx>. You can now sign up to receive email and text alerts when new bids are posted!

DISCLAIMER: All City of Hagerstown e-mail users are cautioned that messages sent and received through this system may be considered public records pursuant to the Maryland Public Information Act, and may be subject to inspection and copying by the public.

Arista
Bill Printing and Mailing
Service Schedule

This Bill Printing and Mailing Service Schedule (the "BP&M Service Schedule" or "Agreement") is entered into by and between Arista Information Systems, Inc. ("Arista") and the City of Hagerstown Utilities Department (Arista and Customer each a "Party" and jointly the "Parties"). Arista and Customer agree that, upon the terms and conditions of this Agreement (including its Appendices A, B, C, and, if applicable, D, all of which are hereby incorporated into and made a part of this Agreement by reference as fully as if set forth herein) and of that certain Master Services Agreement ("MSA") executed by the Parties, Arista will provide and Customer shall purchase the services described herein.

1. Products and Computer Services. Arista agrees to provide to Customer, and Customer agrees to purchase from Arista, those products and services set forth in the attached Statement of Work, designated as Appendix A. If the Parties desire to amend this Statement of Work, such amendment shall be binding on the Parties only if a revised Statement of Work is reduced to writing and signed by the Parties. Any additional services will be furnished by Arista subject to availability of facilities, personnel and services available to Arista, at standard rates in effect at the time, and in accordance with any applicable special terms agreed to in writing by the Parties. Notwithstanding any other provision in this Agreement, Customer agrees that the services described in this Agreement may, at Arista's discretion, be provided either directly by Arista or through subcontractors or other third parties. Customer agrees to recognize and cooperate with such third parties in facilitating the performance of Arista's obligations hereunder.

2. Completion Times. Arista will furnish and mail the completed product as described in Appendix A and provide any other products and computer services pursuant to the Delivery and Time Schedules set forth in Appendix B. In no event shall Arista be liable for any delay in the performance or delivery of any service or product due to failure by Customer to timely provide information, data and any other items as are reasonably required by Arista to perform its obligations; provided, however, that if Customer fails to provide correct and complete data in accordance with mutually agreed time schedules, Arista will promptly request the additional data and, after Arista has received such information, data or other items, (a) Arista shall reschedule and process Customer's work within the time limits provided in Appendix B, and (b) Customer agrees that the time schedules shall be extended as necessary for this purpose. Data will be deemed to have been timely submitted by Customer if received by Arista on or before the times set forth in Appendix B.

3. Term. This BP&M Service Schedule shall be effective on the latest date of acceptance and signing of the Agreement by either Party and shall continue for twenty-four (24) months from the date Arista first processes Customer's bills. Thereafter, this Agreement shall automatically renew for successive twelve (12) month periods unless written notice of termination is given by either Party not less than ninety (90) days prior to the anniversary date on which the termination is to be effective.

Arista BP&M Service Schedule

4. Pricing/Invoicing.

- (a) The prices for products and services under this Agreement are set forth in Appendix B.
- (b) Any sales and use taxes, and any other similar taxes applicable to the production, sale, use, storage, delivery or transportation of the products and services shall be calculated and paid by Customer.
- (c) In addition to the prices set forth in Appendix B, Customer shall pay estimated postage costs prior to the mailing of Customer's customer invoices. Estimated postage costs shall be equal to Customer's actual postage costs for the preceding month. If in any given month Customer pays estimated postage in excess of the postage costs actually attributable to Customer, Arista shall apply such excess payment to Customer's postage costs for the subsequent month. Arista shall sort Customer's mail to obtain the most advantageous postage rates, and shall provide Customer with an accounting of all postage costs incurred.
- (d) Shipment of products shall be F.O.B.
- (e) In order to achieve volume discounts on custom form, envelopes and other preprinted material ordered on behalf of Customer, Arista may purchase up to a 6 month supply of these items in advance. In the event Customer terminates this contract or requests changes to these items, Customer shall be responsible for the cost incurred by Arista for the remaining inventories of such items.

5. Special Order Services. All services provided by Arista to Customer other than those identified in Appendix A shall be referred to herein as special order services and shall be provided as follows:

- (a) If Customer shall desire special order services, Customer shall submit to Arista a written request which shall, with reasonable specificity, describe the services or changes desired by Customer. Arista and Customer shall, within a reasonable time thereafter, evaluate the request. Based on such evaluation, Arista will prepare specifications for the design, enhancement and implementation of the services described and specify an estimated number of working days after Customer's acceptance in which the applications shall be completed.
- (b) If the specifications prepared by Arista are acceptable to Customer, Customer shall indicate its acceptance in writing.
- (c) Upon acceptance by Customer of the service specifications, Arista shall commence preparation and diligently pursue development of the product in accordance with such specifications and shall use its best efforts, consistent with changing and

Arista BP&M Service Schedule

conflicting needs and demands of its Customers, to complete the same within the period estimated in the specifications.

For special order services, Arista shall be compensated as provided for in Appendices A, B, and C.

6. Special Stipulations. Any applicable terms in addition to those in this Agreement, including Appendices A, B and C, which are incorporated by reference as if fully set forth herein, and in the MSA between the Parties shall be outlined in Appendix D and signed by both Parties. The absence of a fully executed Schedule D shall mean one does not exist.

Arista BP&M Service Schedule

IN WITNESS WHEREOF, the Parties, intending to be legally bound by the terms and conditions contained herein and by the terms and conditions of their MSA, have executed this Bill Printing and Mailing Service Schedule to be effective on the last date indicated below.

ARISTA:

By: _____

Title: _____

Date: _____

CUSTOMER:

Name

By: _____

Title: _____

Date: _____

Appendix A

Statement of Work – Printing and Mailing Services

- 1) Statement to be formatted based on Customer requirements.
- 2) Data will be received at Arista via electronic transfer initiated by Customer in a format agreed upon by both Parties.
- 3) All addresses will be passed through certified postal-coding software for CASS (Coding Accuracy Support System) certification and delivery point barcode for automated postage discount.
- 4) Statement materials included: **statement page, outside mailing envelope, courtesy-reply envelope.**
- 5) Processing, printing, collating, folding, inserting and mailing.
- 6) Preparation and delivery to USPS in automation stream.

Statement of Work – PDF Services for Printing and Mailing Customers **OPTIONAL SERVICE**

- 1) Data used will be the same data as provided for Printing and Mailing Services.
- 2) A PDF image of the exact statement that is printed and mailed will be created.
- 3) PDF images are available for the Customer to view, print, and download.

Statement of Work – Electronic Bill Presentment **OPTIONAL SERVICE**

- 1) Arista will provide a hosted website to the Customer to facilitate the electronic presentment of Customer's statements to Customer's End Users.
- 2) The electronic bill statement, available through the website, is to be formatted based on Customer requirements.
- 3) The data received at Arista to be used to generate the electronic statement will be initiated by the Customer in a format agreed upon by both Parties.
- 4) Customer may suppress a paper bill for viewing electronically by the End User on the Bill Presentment website.
- 5) The Arista Electronic Bill Presentment Website shall, as agreed between the Parties:
 - a. Allow the Customer's End User to view a bill statement.
 - b. Allow the Customer's End User to view an e-bill.
 - c. Allow the Customer's End User to pay a statement via a credit/debit card or electronic check through the website. (If Customer elects to allow such payments, Customer must also execute the Arista Third Party Payment Processing Service Schedule.)

Appendix B

Time Schedule and Pricing

Customer must provide a delivery schedule of data thirty (30) days in advance. Data received promptly will be mailed within 24 hours. If data is not delivered by Customer promptly or if incorrect data is received by Arista, data will be reprocessed in accordance with agreement within 48 hours after receipt by Arista.

SERVICES:

UNIT PRICE:

Processing, printing, collating, folding, inserting, and preparation and delivery to USPS in automation stream

1) Highlight Color	\$0.10
Delinquent Notices (Highlight or Non-Highlight)	\$0.10
2) Cost of additional page	\$0.06
3) Additional cost of duplex page	\$0.035
4) Additional cost if "pre-printed form"	\$0.01
5) Checks	\$0.15
6) Additional Inserts	\$0.01
7) Postage	Cost
8) Minimum Monthly Charge	\$500.00
9) Programming Charge	100.00/hour
10) Initial Set up Fee	Waived (With 24 month agreement)
11) Additional charges for regular or delinquent files under 500 pieces	\$ 10.00
12) Suppression of Paper Bill (Electronic Bill)	\$0.04

Prices do not include postage. Postage to be supplied at cost with an estimated amount billed in advance. All qualified mailable pieces will be coded for maximum discount.

Above pricing includes the price for forms, outside envelope, and return envelope, all of which will be billed to Customer at cost. Arista reserves the right to change this pricing during the term of the Agreement to reflect changes in Arista's costs.

New services or products will be added from time to time to a published price list which will be provided to Customer and become part of this Schedule.

PRICING FOR PDF SERVICES: (Optional)

UNIT PRICE:

1) Monthly Charge	\$0.00
2) Per Image Charge	\$ 0.01

Appendix C

Schedule of Charges for Special Order Services

Pricing for services of this nature will be made by quotation.

Minimum Hourly Programming Rate \$ 100.00 Per Hour

Appendix D

Special Stipulations

[Unless this Appendix D is executed by both Parties, there are no special stipulations concerning this BP&M Service Schedule.]

ARISTA:

By: _____

Title: _____

Date: _____

CUSTOMER:

Name

By: _____

Title: _____

Date: _____

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

Topic:

Construction Testing and Inspection Contract - Triad Engineering, Inc. (Hagerstown, MD)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Engineering_-_Construction_Testing_and_Inspection_Contract.pdf

Construction Testing and
Inspection



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: May 27, 2025 Special Session Date: N/A

Originating Department: Engineering Division (if applicable): N/A

Department Director or Manager: Jim Bender

Account/Project Name: Construction Observation & Testing Services

Account No: Project by Project CIP Control No. N/A

Budget Amount: \$ SEE BACK Account Balance: \$ SEE BACK Unbudgeted Amount: \$ SEE BACK

Fiscal Year: 26 Source of Funds: General Fund

Quantity	Description	Value
1	Construction Testing & Inspection Contract	
TOTAL VALUE OF PROJECT		\$

ABOVE TO BE USED FOR: Third-party testing construction materials on capital improvement projects.
Base contract is for one year, with the ability to extend for an additional three, one-year terms.

RECOMMENDED VENDOR: Business Name: Triad Engineering, Inc.
Business Address: 1075 D Sherman Avenue
City/State/Zip: Hagerstown, MD 21740

Bid/Proposal/Quote No.: RFP-25-CT-10 Sole Source? ☐ Yes ☒ No

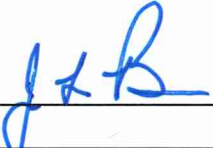
OTHER VENDORS		
Firm	City/State	Total Amount
Specialized Engineering	Hagerstown, MD	
ECS Mid-Atlantic LLC	Hagerstown, MD	
Smislova, Kehnemui & Asso PA	Potomac, MD	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend retaining Triad Engineering for construction testing and inspections.


 5/13/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

 5/15/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

 5/15/25
Signature / Date

(4) City Administrator

COMMENTS

Approve

 5/15/25
Signature / Date

Construction Testing & Inspections – Contract RFP-25-CT-10

This contract will provide on-call third-party construction testing and inspection services, which will be used on a variety of Capital Improvement Projects. The source of funding will vary depending upon the project; individual purchase orders will be obtained for these services on each project. Any project where these services are anticipated to exceed \$25,000 will be presented separately to the City Council for their consideration. The base duration of the contract is one-year; however, upon mutual agreement by both parties, the contract can be extended in one-year increments for an additional three years after the base contract ends.

CONSTRUCTION OBSERVATION & TESTING SERVICES

RFP-25-CT-10

May 13, 2025 - 11:00 am

Bid Tabulation

ITEM	DESCRIPTION	TRIAD	SPECIALIZED	ECS	SMISLOVA
101	Laboratory tests of concrete cylinders	\$11.15	\$15.00	\$12.00	\$16.00
102	Laboratory tests of standard proctors	\$90.00	\$150.00	\$300.00	\$28.00
103	Laboratory test of modified proctors	\$100.00	\$175.00	\$400.00	\$320.00
202A	*Engineering Technician (Portal to Portal, non-overtime)	\$34.00	\$50.00	40.00	\$145.00
202B	*Engineering Technician (Portal to Portal, overtime hours only)	\$34.00	\$75.00	\$60.00	\$145.00
203	Project Engineer, if required	\$90.00	\$150.00	\$150.00	\$290.00
204	Project Travel	-0-	-0-	\$.70 /MILE	\$54.00

* Technicians shall be certified by the Mid-Atlantic Region Training Certification Program (MARTCP) when required by the project funding.

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

Topic:

Sidewalk Accessibility Ramps - FY26 - JT Rock Excavating, LLC (Mt. Airy, MD) Not to Exceed \$ 150,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Engineering_-_Sidewalk_Accessibility_Ramps_FY26.pdf

Description

Sidewalk Accessibility
Ramps



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: May 27, 2025 Special Session Date: _____

Originating Department: Engineering Division (if applicable): _____

Department Director or Manager: Jim Bender

Account/Project Name: Sidewalk Accessibility Ramps FY26

Account No: 4509004 5594 CIP Control No. C0217

Budget Amount: \$ 150,000 ✓ Account Balance: \$ 150,000 ✓ Unbudgeted Amount: \$ 0

Fiscal Year: 26 Source of Funds: CDBG (\$130,000) & HUR (\$20,000)

Quantity	Description	Value
1	Remove curb & sidewalk at street and alley intersections and construct new handicap ramps with truncated domes to comply with the current Americans with Disabilities Act (ADA) Standards NTE	\$ 150,000.00
TOTAL VALUE OF PROJECT		\$ \$ 150,000.00

ABOVE TO BE USED FOR: Replace non-compliant curb and sidewalk with ADA sidewalk ramps at intersections of public streets and alleys

RECOMMENDED VENDOR: Business Name: JT Rock Excavating, LLC (actual bid \$165,900.00)
Business Address: 6506 Carrie Lynn Ct
City/State/Zip: Mt. Airy, MD 21771

Bid/Proposal/Quote No.: 25-SA-14 Sole Source? _____ Yes X No

OTHER VENDORS		
Firm	City/State	Total Amount
SFMS, LLC	Bethesda, MD	\$144,477.50
DIR Construction	Laurel, MD	\$155,451.64
Concrete Central	Hagerstown, MD	\$166,650.00
Henson & Son, Inc.	Hagerstown, MD	\$245,140.70
Lakecrest Construction	Fairmont, WV	\$302,820.00

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
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	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend award to JT Rock Excavating due to time constraints on this project and past experience with other bidders.

JTB

Signature / Date

5/15/25

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve vendor needs set up in MuniS

T. DeFina 5/15/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve FY26 Budget.

Brooke Cannon 5/15/25

Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle Hylton 5/15/25

Signature / Date

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

Topic:

Curb and Sidewalk Replacement Program - Concrete Central, LLC (Hagerstown, MD) Not to Exceed \$ 260,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Engineering_-_Curb_and_Sidewalk_Replacement_Program.pdf

Description

Curb and Sidewalk
Replacement



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: May 27, 2025 Special Session Date: _____

Originating Department: Engineering Division (if applicable): _____

Department Director or Manager: Jim Bender

Account/Project Name: Curb & Sidewalk Replacement Program 2025 \$140,000 \$120,000

Account No: 4509004 5594/5985001 5894 CIP Control No. GF (C0458) & SWM (C0459)

Budget Amount: \$ 260,000 ✓ Account Balance: \$ 260,000 ✓ Unbudgeted Amount: \$ 0 ✓

Fiscal Year: 26 Source of Funds: Highway User Revenue & Stormwater Fund

Quantity	Description		Value
1	Sidewalk Replacement Program (C0458)	NTE	\$ 140,000.00
1	Curb Replacement (Stormwater Fund CIP 59-C0459)	NTE	\$ 120,000.00
TOTAL VALUE OF PROJECT			\$ \$ 260,000.00

ABOVE TO BE USED FOR: This contract is to abate curb and sidewalk conditions that violate the Engineering division's "Curb & Sidewalk Replacement Program" policy E-200 as approved by the Mayor and Council on 5/27/25. The contract will be in effect from 7/1/25 to 6/30/26.

RECOMMENDED VENDOR: Business Name: Concrete Central, LLC (Actual bid \$263,133.00)
Business Address: 17405 West Washington Street
City/State/Zip: Hagerstown, MD 21740

Bid/Proposal/Quote No.: 25-CS-13 Sole Source? _____ Yes X No

OTHER VENDORS		
Firm	City/State	Total Amount
SFMS	Bethesda, MD	\$273,983.00
DIR Construction	Laurel, MD	\$278,161.68
JT Rock Excavating	Mount Airy, MD	\$299,520.00
Henson & Son, Inc.	Hagerstown, MD	\$359,617.70
Lakecrest Construction	Fairmont, WV	\$559,729.30

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	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval in a Not-to-Exceed amount of \$260,000 for City-wide Curb and Sidewalk Replacement.


 5/15/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

 5/15/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve. FY26 Budget.

 05/15/25
Signature / Date

(4) City Administrator

COMMENTS

Approve

 5/15/25
Signature / Date

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

Topic:

Burnap Parking Lot Construction - *Material to be presented*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Blanket Purchase Order for Trash and Recycling Carts - Rehrig Pacific Co. (Erie, PA) \$
100,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Engineering_-
_Blanket_Purchase_Order_for_Trash_and_Recycling_Carts.pdf

Description

Trash and Recycling Totes

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend allocation of funds; Rehrig Pacific Co. is the selected vendor for trash and recycling carts.

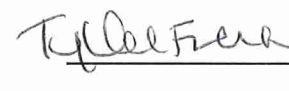
 5/14/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS


Approve

 5/15/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve. FY26 Budget.

 05/15/25
Signature / Date

(4) City Administrator

COMMENTS

Approve

 5/15/25
Signature / Date

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

Topic:

Engineering/Survey Work for Fiber Loops - Pennsylvania Networks (Orbisonia, PA) - \$24,225.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Police_-_Engineering_for_Fiber_Loops.pdf
CONSENT_FORM_-_PENNSYLVANIA_NETWORKS.pdf
PENN_NET_INVOICE.pdf
PennNetwork.pdf

Description

Signed Consent Form
CONSENT FORM
INVOICE
SOLE SOURCE

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO

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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This approval will complete the remaining survey work on the fiber loops for the camera system. Costs will be paid from our CIP funds.


Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve


Signature / Date

(3) Chief Financial Officer

COMMENTS

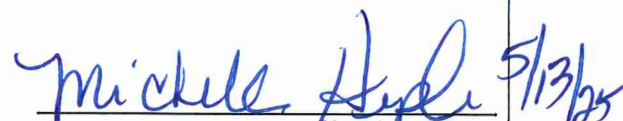
Approve


Signature / Date

(4) City Administrator

COMMENTS

Approve


Signature / Date

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This approval will complete the remaining survey work on the fiber loops for the camera system. Costs will be paid from our CIP funds.


Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

PENNSylvania NETworks, Inc.

Page: 1

Pennsylvania Networks, Inc.
21334 Croghan Pike
Suite #2
Orbisonia, PA 17243
(814) 259-3999

Police Information Technology
Police Administration
50 N. Burhans Blvd.
Hagerstown, MD 21740

Contact: Nick Varner

Invoice Number: 0700601-IN

Invoice Date: 3/21/2025

Salesperson: SG

Tax Schedule: NT

Job Number: 7006-210

Customer Number: 30-HPD

Customer P.O.: Verbal Nick

Invoice Due Date 4/20/2025

Terms: Net 30

Item Code	Description	UM	Quantity	Price	Amount
FI	Furnish & Install Engineering/Survey Work- Fiber Loops		1.000	24,225.000	24,225.00

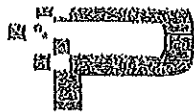
4510000
5833
C0130

This Document and attached materials are proprietary and shall not be reproduced or distributed without prior consent from PNI of Orbisonia, PA. Past due invoices will be subject to an interest rate of 1.5% per month or the a maximum rate permitted by law. Payment terms are from date of invoice. Customer agrees to pay all costs associated with collecting unpaid invoices including attorney's fees.

Net Invoice:	24,225.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	24,225.00

Retention Amount: 0.00

C0130



PENNSYLVANIA NETWORKS, INC.
We Connect You to the Future

To Whom It May Concern,

My Name is Shawn Gibbons, and I'm a Project Manager/Estimator for Pennsylvania Networks Inc. Pennsylvania Networks is a sister company to Fiber Plus Inc. We are both subsidiaries of CTS Enterprises. We have performed OSP Fiber placement and terminations for City Government, on behalf of our sister company Fiber Plus, many times over the past 15 years. In the past 5 years we have designed, installed, terminated, and Maintained 6-CCTV Fiber Loops for the Hagerstown Police Department. This work begins with designing the route to meet HPD's need's, and completing Pole Surveys for Aerial Pole attachments to Verizon and HLD poles. From this point, Rough Drawings, suggested Make Ready work, and pole attachment forms are reviewed with Verizon and HLD. Once approved, Penn Net then installs each Fiber Loop, and terminates to HPD provided Hubs at strategic locations. All Fiber is tested and labeled when complete. We provide HPD with yearly testing of various portions of the loops to ensure performance. Pennsylvania Networks has completed every phase, and maintains every phase of HPD's CCTV Fiber Loops. In addition, we have provided trouble call assistance when fiber outages have occurred.

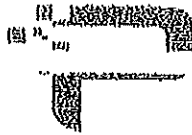
Pennsylvania Networks Inc. agrees to comply to all Federal Guidelines spelled out below:

Federal Compliance: Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations.

Cont'd

21334 CROGHAN PIKE, SUITE 2; ORBISONIA, PA 17243

NETWORKS-NETWORK CABLING-PREMISE WIRING-OUTSIDE PLANT



PENNSYLVANIA NETWORKS, INC.

These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276e), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Project Manager/Estimator
Shawn P. Gibbons

Shawn P. Gibbons

COO/Vice President

Douglas M. Doyle

Douglas M. Doyle

21334 CROGHAN PIKE, SUITE 2; ORBISONIA, PA 17243

NETWORKS-NETWORK CABLING-PREMISE WIRING-OUTSIDE PLANT

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

Topic:

Flock Safety Platform and Implementation - Flock Safety (Atlanta, GA) \$ 14,800.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Police_-_Flock_Safety_Platform_and_Implementation.pdf
CONSENT_FORM_-_FLOCK_SAFETY.pdf
FLOCK.pdf
Flock_Safety_-_Sole_Source_Letter.pdf

Description

Signed Consent Form
CONSENT FORM
INVOICE
SOLE SOURCE

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS The purchase of this platform will enhance our investigative capabilities at all levels. The purchase is being made with use of BJAG grant funding.



Signature / Date 5/12/25

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve


Signature / Date 5/13/25

(3) Chief Financial Officer

COMMENTS

Approve. Grant-funded purchase (100%).


Signature / Date 05/13/25

(4) City Administrator

COMMENTS

Approve


Signature / Date 5/13/25

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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REVIEWED AND APPROVED AS FOLLOWS:

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COMMENTS The purchase of this platform will enhance our investigative capabilities at all levels. The purchase is being made with use of BJAG grant funding.


Signature / Date 5/7/25

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Flock Safety + MD - Hagerstown PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Shane MacGregor
shane.macgregor@flocksafety.com
4344206138

flock safety



ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer:	MD - Hagerstown PD	Initial Term:	12 Months
Legal Entity Name:	MD - Hagerstown PD	Renewal Term:	24 Months
Accounts Payable Email:	nvarner@hagerstownpd.org	Payment Terms:	Net 30
Address:	50 N Burhans Blvd Hagerstown, Maryland 21740	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$13,500.00
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	2	Included
Flock Safety Video Integration - Ubicquia, fka Wing	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	2	\$1,300.00
Subtotal Year 1:			\$14,800.00
Annual Recurring Subtotal:			\$13,500.00
Estimated Tax:			\$0.00
Contract Total:			\$14,800.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$14,800.00
Annual Recurring after Year 1	\$13,500.00
Contract Total	\$14,800.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Video Integration - Ubicquia, fka Wing	Video Integration - Ubicquia software integration transforms IP cameras connected to the Ubicquia hub into Flock Safety enabled LPR cameras. Includes Vehicle Fingerprint [™] computer vision.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: MD - Hagerstown PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____



Sole Source Letter for Flock Safety® ALPR Cameras and Solution

Flock Safety® is the sole manufacturer and developer of the Flock Safety® ALPR Camera. Flock Safety® is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety® ALPR Camera.

The Flock Safety® ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. **Vehicle Fingerprint Technology®:**

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
- Flock Safety Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Flock Safety Falcon Flex™ ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. **Integrated Cloud-Software & Hardware Platform:**

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection

flock safety

- Utilizes motion capture to start and stop recording without the need for a reflective plate
 - Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - Cloud storage of footage
 - Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock Safety® system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to “opt-out” of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
5. Live Video Integration:
- Ability to apply computer vision to third-party cameras using Flock Safety Wing® LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint® technology offered on the Flock Safety Falcon® ALPR cameras
 - Flock Safety Wing® Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
 - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety Wing® Suite
 - Ability to access live and recorded video using Flock Safety Condor™, a subscription video solution which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep
6. Situational Awareness:
- FlockOS™ is the world’s first and only public safety operating system compatible with Flock Safety™ live streaming fixed and PTZ Condor camera, Flock Safety Raven™ gunshot audio detection, while seamlessly integrating first and

flock safety

third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center

- Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS™ ESRI-based map
- FlockOS™ features Flock Safety™ unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its' direction of travel providing users with possible outcomes based on a confidence threshold

7. Partnerships:

- Flock Safety® is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
- Flock Safety® is the only LPR provider to be fully integrated into a dynamic network of AXON's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety Falcon® cameras
- Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

8. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety® is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you, 

Garrett Langley CEO, Flock Safety®

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

Topic:

Axis License Plat Cameras and Licenses - Spichers Security Services (Hagerstown, MD) \$
10,973.70 - *Material to be presented*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Water Source Heat Pump - Fridinger Ritchie (Hagerstown, MD) \$ 13,400.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Police_-_Water_Source_Heat_Pump.pdf
CONSENT_FORM_-_FRIDINGER-_RITCHIE.pdf
20250502084423880.pdf
20250502084432947.pdf

Description

Signed Consent Form
CONSENT FORM
QUOTE - FRIDINGER
RITCHIE
QUOTE - MILLER &
ANDERSON



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: May 27, 2025 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Water Source Heat Pump

Account No: 4510000 5594 C0308 CIP Control No. C0308

Budget Amount: \$ 60,000 Account Balance: \$ 25,987.56 Unbudgeted Amount: \$ Ø

Fiscal Year: 2025 Source of Funds: CIP - Transfer from GF

Quantity	Description	Value
1	Water Source Heat Pump	\$ 13,400.00
	Fridinger-Ritchie - 2 week lead time.	
	Miller & Anderson - 16 week lead time.	
	(PO 20251392 - was emergency order)	
TOTAL VALUE OF PROJECT		\$ 13,400.00

ABOVE TO BE USED FOR: Water Source Heat Pump Replacement (Emergency)

RECOMMENDED VENDOR: Business Name: Fridinger-Ritchie
Business Address: 44 Garlinger Avenue
City/State/Zip: Hagerstown, Maryland 21740

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes ☒ No ☐

OTHER VENDORS		
Firm	City/State	Total Amount
Miller & Anderson	Hagerstown, Maryland	\$12,220 (16 weeks)
Beaver Mechanical	Hagerstown, Maryland	Will Not Bid
M.S. Johnston	Hagerstown, Maryland	Will Not Bid

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This is an emergency purchase for a Heat Pump servicing a specific space in our building. The need is desired now ahead of the summer heat where it will definitely be needed. Costs to be covered under our CIP fund.

Chop Taw 5/13/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

R. DeFreel 5/13/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Bruce Banner 05/13/25
Signature / Date

(4) City Administrator

COMMENTS

Approve - this was already ordered due to emergency timing constraints
Michelle H 5/13/25
Signature / Date



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: May 27, 2025 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Water Source Heat Pump

Account No: 4510000 5594 C0308 CIP Control No. _____

Budget Amount: \$ _____ Account Balance: \$ _____ Unbudgeted Amount: \$ _____

Fiscal Year: 2025 Source of Funds: CIP

Quantity	Description	Value
1	Water Source Heat Pump	\$ 13,400.00
	Fridinger-Ritchie - 2 week lead time.	
	Miller & Anderson - 16 week lead time.	
TOTAL VALUE OF PROJECT		\$ 13,400.00

ABOVE TO BE USED FOR: Water Source Heat Pump Replacement (Emergency)

RECOMMENDED VENDOR: Business Name: Fridinger-Ritchie
Business Address: 44 Garlinger Avenue
City/State/Zip: Hagerstown, Maryland 21740

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes ☒ No

OTHER VENDORS		
Firm	City/State	Total Amount
Miller & Anderson	Hagerstown, Maryland	\$12,220 (16 weeks)
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REVIEWED AND APPROVED AS FOLLOWS:

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COMMENTS This is an emergency purchase for a Heat Pump servicing a specific space in our building. The need is desired now ahead of the summer heat where it will definitely be needed. Costs to be covered under our CIP fund.


Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



44 Garlinger Ave Hagerstown, MD 21740
Phone 301-739-6111
Fax 301-739-6115
www.fr-plumbing.com
bobby@fr-plumbing.com

MD-HVAC 02-2476

Installation Proposal

4/17/2025

For: Hagerstown Police Dept
50 N Burhans Blvd
Hagerstown Maryland 21740

Site Address 50 N Burhans Blvd
Job ID

Fridinger-Ritchie Co. is pleased to offer this proposal to provide material and labor to remove one water source heat pump and replace it with a new one of the same size and capacity. In order to access this unit we will need the office area below the unit cleared out so we can set up scaffolding. We shall replace the thermostat and reconnect to the existing ductwork, condensate piping and power wiring.

Exclusions: Cleaning out the office where scaffolding will be placed.

Proposed for \$13,400.00

This proposal is valid for 30 days. After 30 days is subject to supplier price increases or decreases.

To accept this proposal, sign, date and mark a payment option on page 2 and mail to Fridinger-Ritchie.

When your acceptance is received, we will call to schedule the job.

If you have any questions, please feel free to call me at 301-739-6111.

Thank You for inviting Fridinger-Ritchie to offer a proposal for your project.

Sincerely,

A handwritten signature in black ink, appearing to read "Bobby Nichols", with a stylized flourish at the end.

Bobby Nichols
Estimator
Fridinger-Ritchie

I hereby accept the terms and conditions of the contract as set forth (found on the back of this page), of which I have read and agree to be bound thereby and do order the installation of the described equipment.

Payment Options

☐ \$4,467 Down upon acceptance, 1/3 due within 30 days of completion, 1/3 due within 60 days of completion

☐ \$4,467 Down upon acceptance, remainder due within 10 days of final billing.
A credit of \$134.00 will be applied.

☐ Payment in full upon acceptance
A credit of \$268.00 will be applied

***Discounts do NOT apply for payments
made with a credit/debit card***

☐ Visa / Mastercard / Discover
Upon acceptance and scheduling, we will obtain Credit Card information

☐ \$4,467 Down Payment and 12 monthly installments of \$772.97

We are very willing to work with you on a payment plan that fits your budget. If you require a custom payment plan, please give me a call.

Accepted By _____

Date _____

Hagerstown Police Dept
50 N Burhans Blvd
Hagerstown Maryland 21740

Please Mail to

Fridinger-Ritchie Co. Inc.
44 Garlinger Ave
Hagerstown, MD 21740

Quotation: HP-1 Replacement

From Bill Nalley <wnalley@millerandanderson.com>

Date Thu 5/1/2025 11:22 AM

To Reed, Ami <areed@hagerstownpd.org>

Dear Mrs. Reed,

We are pleased to offer our quotation for the following:

- Disconnect HP-1 from above the ceiling and remove from site.
- Install (1) Bosch model RF012-1HZN-LRETA-XGG water source heat pump rated at 12,000 Btu/hr.
- Reconnect water piping, ductwork, controls, power wiring and condensate drain.

Our price for the above work..... \$12,220.00.

Terms: 60% Down payment with balance due within 30 days of completion.

Lead time: 16 Weeks after receipt of down payment.

Please let us know if you have any questions or comments.

Thank you for inviting Miller & Anderson, Inc. to bid on this work.

Respectfully submitted,

William R. Nalley

Engineering

Miller & Anderson, Inc.

240-310-4162 cell

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

Topic:

Blu Stream Equipment - *Material to be presented*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Consultant to Review Operations for Hagerstown Police Department - *Material to be presented*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Multiple Repairs to Unit #93 Street Sweeper - Maryland Industrial Trucks, Inc. (Linthicum, MD) \$ 18,957.75

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Public_Works_-_Multiple_Repairs_to_Street_Sweeper.pdf

Description

Street Sweeper Repairs

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Repair work has been completed. The sweeper has been placed back into operation. Both the City Administrator and the Chief Financial Officer approved the repair costs.

SR [Signature] 5/2/2025

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler French 5/13/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - adequate funding has been identified to cover the cost of the repairs.

Michelle [Signature] 5/12/25

Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle [Signature] 5/15/25

Signature / Date

Tyler French

From: Michelle Hepburn
Sent: Tuesday, April 15, 2025 10:15 AM
To: Tyler French
Subject: RE: PO 20251063

I am good with proceeding with this emergency repair work and then subsequent M&C approval in May.

Thanks!



Michelle Hepburn
Chief Financial Officer
Phone: 301-766-4160
Email: mhepburn@hagerstownmd.org
1 East Franklin Street
Hagerstown, MD 21740

www.hagerstownmd.org



DISCLAIMER: All City of Hagerstown email recipients are cautioned that messages sent and received via the City's email system may be considered public record pursuant to the Maryland Public Information Act, and may be subject to inspection and copying by the public

From: Tyler French <TFrench@hagerstownmd.org>
Sent: Tuesday, April 15, 2025 9:23 AM
To: Michelle Hepburn <MHepburn@hagerstownmd.org>
Subject: FW: PO 20251063



Tyler Ann French (she/her)
Procurement Administrator
Direct: 301-797-6345
Internal : ext 188
Email: tfrench@hagerstownmd.org
1 East Franklin Street
Hagerstown, MD 21740
www.hagerstownmd.org



To view our current bid listings, please visit: [Notify Me • Hagerstown, MD • CivicEngage](#). You can now sign up to receive email and text alerts when new bids are posted!

DISCLAIMER: All City of Hagerstown e-mail users are cautioned that messages sent and received through this system may be considered public records pursuant to the Maryland Public Information Act, and may be subject to inspection and copying by the public.

From: Scott Nicewarner <snicewarner@hagerstownmd.org>
Sent: Wednesday, April 9, 2025 12:12 PM
To: Eric Deike <EDeike@hagerstownmd.org>; Tyler French <TFrench@hagerstownmd.org>; Monica Bowman <mbowman@hagerstownmd.org>; Michelle Hepburn <MHepburn@hagerstownmd.org>
Cc: Todd Shaffer <tshaffer@hagerstownmd.org>; Jim Bender <JBender@hagerstownmd.org>
Subject: Re: PO 20251063

All good.



Scott Nicewarner

City Administrator

1 East Franklin Street

Hagerstown, MD 21740

Email: snicewarner@hagerstownmd.org

Phone: 301-739-8577 x114

www.hagerstownmd.org



From: Eric Deike <EDeike@hagerstownmd.org>
Sent: Wednesday, April 9, 2025 12:04 PM
To: Tyler French <TFrench@hagerstownmd.org>; Monica Bowman <mbowman@hagerstownmd.org>; Scott Nicewarner <SNicewarner@hagerstownmd.org>; Michelle Hepburn <MHepburn@hagerstownmd.org>
Cc: Todd Shaffer <tshaffer@hagerstownmd.org>; Jim Bender <JBender@hagerstownmd.org>
Subject: RE: PO 20251063

Scott and Michelle,

The repairs to one of the street sweepers came back much higher than anticipated. The vehicle experienced a major fluid leak after repairs were made. The sweeper had to be rebuilt as a result. Council authorized a repair amount of \$26,861.98 but the final bill is a whopping \$45,819.73. I apologize for the surprise bill. I will bring this back to council in May for approval. For now, I need both of your approvals to pay the invoice.

Thank you.

Eric

From: Tyler French <tfrench@hagerstownmd.org>
Sent: Wednesday, April 9, 2025 10:08 AM
To: Monica Bowman <mbowman@hagerstownmd.org>
Cc: Todd Shaffer <tshaffer@hagerstownmd.org>; Eric Deike <EDeike@hagerstownmd.org>
Subject: RE: PO 20251063

Hi Monica,

Since this was a sole source item, this will have to go back to Mayor and Council for approval as the changes are over \$9,999.99. Unfortunately it is too late to make it on the April agenda so this will have to wait until the May 27th session. Since this will cause the invoice to be past due, Eric can send an email to Michelle and Scott asking for authorization to increase the PO now with subsequent approval in May. Adding Eric to this email so he is aware.

Thanks,



Tyler Ann French (she/her)
Procurement Administrator
Direct: 301-797-6345
Internal : ext 188
Email: tfrench@hagerstownmd.org
1 East Franklin Street
Hagerstown, MD 21740
www.hagerstownmd.org



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From: Monica Bowman <mbowman@hagerstownmd.org>
Sent: Wednesday, April 9, 2025 9:39 AM
To: Tyler French <tfrench@hagerstownmd.org>
Cc: Todd Shaffer <tshaffer@hagerstownmd.org>
Subject: PO 20251063

Good Morning Tyler,

The above referenced PO was approved for \$26,861.98. The repairs are completed and the invoice total is over the original approved amount. It has increased by \$20k. The extensive increase is due to a major component failure during testing and they had to tear apart the entire vehicle again. I have attached the invoice for you.



Monica Bowman

Central Maintenance Garage

Admin Support Specialist

Phone: 301-739-8577 ext. 477

Email: mbowman@hagerstownmd.org

425 East Baltimore Street

Hagerstown, MD 21740

www.hagerstownmd.org



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Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
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	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Street sweepers are an important tool for keeping the City clean. They require an extensive amount of maintenance due to numerous moving parts and 2 engines.

ERB 2/27/2025
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Karen L. Rees 3/6/25
Signature / Date

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - this work was approved as emergency repairs were needed for ongoing operations. There is adequate funding in the FY25 budget to cover.

Michelle A. P. 3/6/25
Signature / Date

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Newman 3/13/25
Signature / Date

Signature / Date



MARYLAND INDUSTRIAL TRUCKS, INC.

1330 West Nursery Road
 Linthicum, MD 21090
 Phone: (410) 636-1255
 Fax: (410) 636-5734

Ship To: CITY OF HAGERSTOWN
 WASTEWATER COLLECTIONS
 1 CLEAN WATER CIRCLE
 HAGERSTOWN, MD 21740

Invoice To: CITY OF HAGERSTOWN
 ACCOUNTING DEPT
 1 E FRANKLIN STREET
 HAGERSTOWN MD 21742

Branch LINTHICUM HTS		
Date 04/08/25	Time 23:00:15 (B)	Page 01
Account No HAGER001	Phone No 3017398577	Inv No W15232
Ship Via		Purchase Order 20251063
Tax ID No		MDEXEMPT
		Salesperson TK1

SERVICE INVOICE

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS
C9002502	VACUUM SWEEPER	4541E MV41255		
#93	WHIRLWIND MV	39271 3BPPHM7X0JF591824		

SEGMENT# 1 C 405 NA 03/28/25 02/10/25

LIST OF ISSUES

COMPLAINT:

Unit brought to MITs shop for customer request to evaluate unit for any needed repairs.

CORRECTION:

Replaced impeller bearings and hardware. Replaced impeller belt. Replaced full load switch on rear axle. Replaced right side deflector chute in rear hopper. Replaced worn center broom curtain. Replaced dirt shoe weldments and rubbers on both sides of pick up heads. Replaced hopper up and down switches on side of unit. Replaced switches for cover lift and wandering hose. Replaced right side suction nozzle transition. Replaced breather pneumatic manifold. Replaced damaged water tank and faulty water level sender. Replaced right side damaged shutter assembly. Replaced damaged pick up head stop bracket on right side of unit. Adjusted pick up head nozzles for proper road contact on both sides of unit. removed pipe plug from tank drain and installed new expansion drain plug. Replaced two cab marker light bulbs. Support hose at PTO on rear engine to prevent it from rubbing the hopper lift cylinder. Replaced worn fluid coupler assembly and filled with fresh fluid. Replaced worn suction hose. Drained hydraulic oil from unit, replaced hydraulic filter and breather. Filled hydraulic system with fresh oil. Replaced worn pulley and idler bushing with shim and bolt. Replaced nozzle guide. Cleaned residual oil from unit and tested, ok.

FRT	SHIP & HANDLING	2	765.39	1530.77
-----	-----------------	---	--------	---------

CONTINUED ON PAGE 02

X

Received By

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. SUBJECT TO INSPECTION. 25% RESTOCKING FEE MAY APPLY FOR PARTS RETURNED WITHIN 10 DAYS, OR NOT PICKED UP WITHIN 30. NO RETURNS AFTER 10 DAYS ELECTRICAL AND SPECIAL ORDER PARTS NON RETURNABLE DEPOSIT REQUIRED FOR SPECIAL ORDERS Delinquent accounts subject to late fees not to exceed legal rates.

Thank You For Your Business!



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Fax: (410) 636-5734

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1 CLEAN WATER CIRCLE
HAGERSTOWN, MD 21740

Invoice To: CITY OF HAGERSTOWN
ACCOUNTING DEPT
1 E FRANKLIN STREET
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Branch LINTHICUM HTS		
Date 04/08/25	Time 23:00:15 (B)	Page 02
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Ship Via		Purchase Order 20251063
Tax ID No		MDEXEMPT
		Salesperson TK1

SERVICE INVOICE

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS
C9002502	VACUUM SWEEPER	4541E MV41255		
#93	WHIRLWIND MV	39271 3BPPHM7X0JF591824		
0710168	IMPELLER BRG KI	1	538.74	538.74
0710169	IMPELLR BRG KIT	1	481.56	481.56
0710224	WHIRLWIND-MV CO	1 N	5418.58	5418.58
1016755	NOZZLE RUBBER R	4	15.12	60.48
1027460	FILTER ELEMENT	1	28.24	28.24
1046676	SEALED CONNECTO	2 N	1.52	3.04
1046688	SECONDARY LOCK	2 N	.30	.60
1048909	SENDER-WATER LE	1 N	322.24	322.24
1053732	M16 X 2.0-6H EL	1	4.00	4.00
1054050	FULL LOAD SWITC	1	186.72	186.72
1058045	WLDT-PIVOT SHAF	1 N	62.50	62.50
1063123	WLDT-CONN TRANS	1 N	542.08	542.08
1063379	MAIN WATER TANK	1 N	2326.82	2326.82
1064611	BULB SEAL-HOPPE	1	64.58	64.58
1064966	mounting panel	2 N	5.44	10.88
1065166	IDLER BOLT	1	65.20	65.20
1066019	CURTAIN-CBRM FR	1	24.26	24.26
1066223	HOSE-SUCTION 11	1	1619.84	1619.84
1067718	WLDT-CLAMP *CAL	1	141.68	141.68
1070816	SILENCER-PLASTI	4 N	38.54	154.16
1072349	SEAL-NOZ SHTTR	1 N	15.88	15.88
1072350	SEAL-NOZ SHTTR	1	16.02	16.02
1072351	BAR-SEAL CLAMP	2 N	22.76	45.52
1083580	WLDT-SHUTTER *C	1 N	977.24	977.24
1084278	SWITCH, MOMENTA	4 S	117.06	468.24
1099061	CARTRIDGE-HYD F	1	193.96	193.96
1108238	RKR SW, (ON)-OF	1 N	95.92	95.92
1108239	RKR SW, ON-NONE	1 N	64.94	64.94
1109477	BRKT-NOZZLE GUI	1 N	196.96	196.96
1109478	BRKT-NOZZLE STO	1 N	220.30	220.30

CONTINUED ON PAGE 03

X

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Branch LINTHICUM HTS		
Date 04/08/25	Time 23:00:15 (B)	Page 03
Account No HAGER001	Phone No 3017398577	Inv No W15232
Ship Via	Purchase Order 20251063	
Tax ID No	MDEXEMPT	
		Salesperson TK1

SERVICE INVOICE

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS
C9002502		VACUUM SWEEPER	4541E MV41255	
#93		WHIRLWIND MV	39271 3BPPHM7X0JF591824	
1111668		AY-THROTTLE-THU	1 N 425.52	425.52
1120196		PULLEY-3.95 OD	1 318.59	318.59
1120197		BUSHING-IDLER 2	1 531.81	531.81
1120566		WLDT-DEFLECTOR	1 1623.42	1623.42
1122388		SHIM-ROUND .090	1 3.54	3.54
1126730		BELT-5 BAND EPD	1 357.34	357.34
1131594		WLDT-GUTTERSHEE	2 N 69.84	139.68
1131595		WLDT-GUTTERSHEE	2 N 72.02	144.04
194		BULB	2 1.52	3.04
2915		AW-46, BLUE-HYDR	25 25.43	635.72
45731-30		EXPANSION PLUG	1 23.08	23.08
47163F-30		FUSE PLUG, 390*F	1 136.48	136.48
47578D-30		FLUID CPLG OIL,	2 595.50	1191.00
5005360		GROOVE PN 3/16X	4 3.52	14.08
5009215		DOMED LOCKWASHE	3 .88	2.64
		PARTS		21431.93
		LABOR		24187.80
12000001		SEGMENT TOTAL==>		45619.73

***** WORK ORDER TOTALS *****

PARTS	21431.93
LABOR	24187.80
SHOP SUPPLIES	200.00
CUSTOMER TOTAL	45819.73

TK

Remit To:
P.O. Box 17321
Baltimore, MD. 21297-1321

CONTINUED ON PAGE 04

X

Received By

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SERVICE INVOICE

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Thank You For Your Business!

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

Topic:

Light - FY25 Contract Increase - Vegetation Management -- N.G. Gilbert (Muncie, IN)
\$50,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Light - Blanket Contract Increase -
_FY25_Vegetation_Management.pdf

CONSENT_202505_FY25_Contract_Increase_-
_Vegetation_Management.pdf

Description

Signed Consent Form

CONSENT NG GILBERT
VEGETATION
MANAGEMENT

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval to increase funding for contract with N.G. Gilbert to continue services through June 30, 2025. The total contract could be higher or lower based on actual work performed.

 Digitally signed by Nathan Fridinger
Date: 2025.05.08 14:21:58 -04'00'

Signature / Date

Nancy
Hausrath

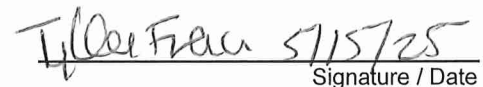
Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location
Date: 2025.05.14 12:56:54 -04'00'
Foxit PDF Editor Version 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

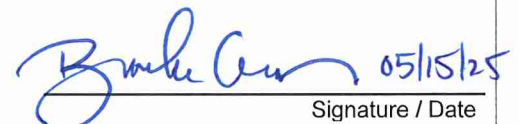


 5/15/25
Signature / Date

(3) Chief Financial Officer

COMMENTS



 05/15/25
Signature / Date

(4) City Administrator

COMMENTS



 5/15/25
Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Light - FY26 Blanket Contract - Vegetation Management -- Xylem Tree Experts (Norfolk, VA)
\$382,500.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Light_-_Blanket_Contract_-_Vegetation_Management.pdf

CONSENT_202505_FY26_Blanket_Contract_-_Vegetation_Management.pdf

Description

Signed Consent Form

CONSENT FY26
VEGETATION
MANAGEMENT



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 5/27/2025 Special Session Date: _____

Originating Department: Utilities Division (if applicable): Light

Department Director or Manager: Nathan Fridinger

Account/Project Name: Blanket Contract: Vegetation Management

Account No: Various - See Description CIP Control No. _____

Budget Amount: \$ see below Account Balance: \$ _____ Unbudgeted Amount: \$ _____

Fiscal Year: FY26 Source of Funds: General and Utility Operating Funds

Quantity	Description	Value
	Blanket contract to provide vegetation management services as requested.	
	Account Proposed Budget	
	0124001-5323 (PW) \$100,000.00 ✓	\$ 70,000.00
	0145000-5323 (Parks) \$207,000.00 ✓	\$ 70,000.00
	5072104-5329 (Light) \$300,000.00 ✓	\$ 225,000.00
	5271001-5329 (Water) \$40,000.00 ✓	\$ 15,000.00
	5472601-5329 (WW) \$10,000.00 ✓	\$ 2,500.00
TOTAL VALUE		\$ 382,500.00

ABOVE TO BE USED FOR: Trim or remove trees, brush, and perform other forestry services as needed for electric utility right of way clearance, roadside maintenance, and at such time and place as may be designated by the City for scheduled work and emergency restoration of service activity.

RECOMMENDED VENDOR: Business Name: Xylem Tree Experts LLC
Business Address: 208 E Plume Street, Suite 250
City/State/Zip: Norfolk, VA 23510

Bid/Proposal/Quote No.: B1852.25 Sole Source? _____ Yes X No

OTHER VENDORS		
Firm	City/State	Evaluated Amount
Xylem Tree Experts	Norfolk, VA	\$280,574.00
N.G. Gilbert	Muncie, IN	\$291,602.00
O'Brian Outdoors	Manchester, MD	\$608,400.00

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval of a contract with Xylem. The total contract could be higher or lower based on actual work performed through June 30, 2026. Funding is subject to adoption of the FY26 proposed budget.

 Digitally signed by Nathan Fridinger
Date: 2025.05.08 14:29:23 -04'00'

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: cn=Nancy Hausrath, o=City of Hagerstown,
c=US, email=Nancy.Hausrath@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.05.14 12:50:28 -04'00'
Font PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

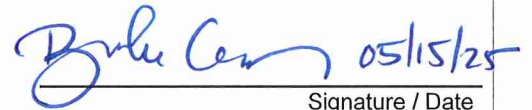
Approve

 5/15/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve FY26 Budget.

 05/15/25
Signature / Date

(4) City Administrator

COMMENTS

Approve

 5/15/25
Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Light - FY26 Blanket Contract- Substation Maintenance -- TRC Companies (Lancaster, PA)
\$180,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Light - Blanket Contract -
_Substation_Maintenance__Inspection_and_Testing.pdf
CONSENT_202505_FY26_Blanket_Contract_-
_Substation_Maintenance.pdf

Description

Signed Consent Form
CONSENT SUBSTATION
MAINT.

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval to extend contract with TRC. The total contract could be higher or lower based on actual work performed through June 30, 2026. Funding is subject to adoption of the FY26 proposed budget.

Nathan Fridinger
Digitally signed by Nathan Fridinger
Date: 2025.05.08 14:19:52 -04'00'

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: cn=Nancy Hausrath, o=City of Hagerstown,
c=US, email=Nancy.Hausrath@hagerstownmd.org
Reason: I have reviewed this document
Location
Date: 2025.05.14 12:51:13 -04'00'
Font: PDF Editor Version: 13.1.0

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Freia 5/15/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve. FY26 Budget.

Bohner 05/15/25
Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle H. 5/15/25
Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Light - FY26 Blanket Contract - Linework Services -- Diamond Electric (Boonesboro, MD)
\$250,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Light_-_Blanket_Contract_-_Linework_Services.pdf

CONSENT_202505_FY26_Blanket_Contract_-_Linework.pdf

Description

Signed Consent Form

CONSENT DIAMOND
LINEWORK

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
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	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval to extend contract with Diamond Electric. The total contract could be higher or lower based on actual work performed through June 30, 2026. Funding is subject to adoption of the FY26 proposed budget.

 Digitally signed by Nathan Fridinger
Date: 2025.05.08 14:20:11 -04'00'

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.05.14 12:51:54 -04'00'
Font PDF Editor Version: 13.1.9

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

 5/15/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve. FY26 Budget.

 5/15/25

Signature / Date

(4) City Administrator

COMMENTS

Approve

 5/15/25

Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
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	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Light - FY26 Blanket Contract - Electric Equipment Refurbishment -- Southeastern Transformer Company (Dunn, NC) \$75,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Light - Blanket Contract -
_Electric_Equipment_Refurbishment.pdf
CONSENT_202505_FY26_Blanket_Contract -
_Equipment_Refurb.pdf

Description

Signed Consent Form
CONSENT ELECTRIC
EQUIP REFURB

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval to extend contract with Southeastern Transformer Company. The total contract could be higher or lower based on actual work performed through June 30, 2026. Funding is subject to adoption of the FY26 proposed budget.

Nathan Fridinger

Digitally signed by Nathan Fridinger
Date: 2025.05.08 14:20:31 -04'00'

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.05.14 12:52:42-04'00'
Font PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Freier 5/15/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve. FY26 Budget.

Brake Cam 05/15/25

Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle H. 5/15/25

Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Light - FY26 Blanket Contract - Consulting Services -- GDS Associates (Marietta, GA)
\$195,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Light_-_Blanket_Contract_-_Consulting_Services.pdf

CONSENT_202505_FY26_Blanket_Contract_-_Consulting_Services.pdf

Description

Signed Consent Form

CONSENT FY26
CONSULTING
SERVICES

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
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X	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
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	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
X	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval to extend contract with GDS Associates, Inc. The total contract could be higher or lower based on actual work performed through June 30, 2026. Funding is subject to adoption of the FY26 proposed budget.

Nathan Fridinger
Digitally signed by Nathan Fridinger
Date: 2025.05.08 14:20:47 -04'00'

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.05.14 12:53:42-04'00'
Form PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Freese 5/15/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approc. FY26 Budget.

Brian C... 05/15/25
Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle H... 5/15/25
Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Light - FY26 Blanket Contract - Electric Underground Locating -- USIC Locating Services (Indianapolis, IN) \$60,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Light_-_Blanket_Contract_-_Electric_Underground_Locating.pdf
CONSENT_202505_FY26_Blanket_Contract_-_URD_Locating.pdf

Description

Signed Consent Form
CONSENT URD
LOCATING

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval of contract extension with USIC. The total contract could be higher or lower based on actual work performed through June 30, 2026. Funding is subject to adoption of the FY26 proposed budget.

 Digitally signed by Nathan Fridinger
Date: 2025.05.08 14:21:00 -04'00'

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Hagerstown Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.05.14 12:54:44 -04'00'
Font PDF-Editor Version: 13.1.0

Signature / Date

(2) Purchasing Agent

COMMENTS



 5/15/25
Signature / Date

(3) Chief Financial Officer

COMMENTS



 05/15/25
Signature / Date

(4) City Administrator

COMMENTS



 5/15/25
Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Light - FY26 Blanket Contract - Flame Resistant Clothing -- Hudson Workwear (Brecksville, OH)
\$28,500.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Light_-_Blanket_Contract_-_Flame_Resistant_Clothing.pdf

CONSENT_202505_FY26_Blanket_Contract_-_FR_Clothing.pdf

Description

Signed Consent Form

CONSENT FR
CLOTHING

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval to purchase direct from Hudson Workwear for goods and services through June 30, 2026. Unit cost of clothing was evaluated against similar vendors. Hudson Workwear is preferred based on cost, selection, and availability. Funding is subject to adoption of the FY26 proposed budget.

Nathan Fridinger

Digitally signed by Nathan Fridinger
Date: 2025.05.08 14:21:15 -04'00'

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=US/Ites Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.05.14 12:55:19-04'00'
Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Freeman 5/15/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve. FY26 Budget.

Brian G... 05/15/25

Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle Hyde 5/15/25

Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Light - FY26 Blanket Contract - Software Support -- Milsoft Utility Solutions (Abilene, TX)
\$47,735.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Light - _Blanket_Contract -
_Software_Support__Maintenance_and_Licensing.pdf
CONSENT_202505_FY26_Blanket_Contract_-_Milsoft.pdf

Description

Signed Consent Form
CONSENT MILSOFT

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval to continue software maintenance and support with Milsoft Utility Solutions. Funding is subject to adoption of the FY26 proposed budget.

 Digitally signed by Nathan Fridinger
Date: 2025.05.08 14:21:30 -04'00'

Signature / Date

Nancy
Hausrath

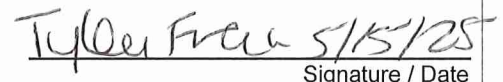
Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location
Date: 2025.05.14 12:56:24-04'00'
Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS



 5/15/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

 Approve. FY26 Budget.

 05/15/25

Signature / Date

(4) City Administrator

COMMENTS

 Approve

 5/15/25

Signature / Date

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Water: Double Check Detector Assemblies (Fireline Meters) – Ferguson Enterprises, LLC
(Frederick, MD) \$48,620.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_-_Double_Check_Detector_Assemblies.pdf

CONSENT_FERGUSON_FIRE_LINE_METERS_05272025.pdf

B1848.25_BID_TAB.pdf

FERGUSON_BID.pdf

Description

Signed Consent Form

CONSENT FERGUSON
FIRELINE METERS

BID TAB

FERGUSON BID



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: May 27, 2025 Special Session Date: NA

Originating Department: Utilities Division (if applicable): Water

Department Director or Manager: Nancy Hausrath

Account/Project Name: Water Distribution - Meter Program

Account No: 5285001-5891 CIP Control No. C0653

Budget Amount: \$ 545,000.00 Account Balance: \$ 74,011.71 ^{545,38} Unbudgeted Amount: \$ 0.00

Fiscal Year: FY25 Source of Funds: Water Fund

Quantity	Description	Value
4	8-inch Ames 3000 Series SS Double Check Detector Assembly with OS&Y Valves (\$12,155.00 each)	\$ 48,620.00
TOTAL VALUE OF PROJECT		\$ 48,620.00

ABOVE TO BE USED FOR: Purchase of fire-line meters for new fire services for non-residential customers.

RECOMMENDED VENDOR: Business Name: Ferguson Enterprises, LLC
Business Address: 295 Interstate Circle
City/State/Zip: Frederick, MD 21740

Bid/Proposal/Quote No.: B1848.25 Sole Source? ☐ Yes ☒ No

OTHER VENDORS		
Firm	City/State	Total Amount
Chardel Technical and Logistics		\$73,290.60
Fridinger Ritchie		\$53,372.00
Technology International		\$53,600.00

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funding is available in the FY25 Water Capital Budget.

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location
Date: 2025.05.07 11:30:22-0400
Foxit PDF Editor Version: 13.1.6

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location
Date: 2025.05.07 11:31:05-0400
Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler France 5/13/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brian Gann 05/13/25

Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle Hoge 5/13/25

Signature / Date

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REVIEWED AND APPROVED AS FOLLOWS:

<p>(1) Department Director and Division Manager</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
<p>(2) Purchasing Agent</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
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City of Hagerstown
Finance Department
Tabulation Report

Title: Double Check Detector Assemblies
No.: B1848.25
Deadline Date / Time: 3/25/25 2:00PM
Contact Person: Tyler French

Company	Chardel Technical and Logistics LLC	Fridinger-Ritchie	Technology International Inc	Ferguson Enterprises LLC
8" Ames 3000 SS Double Check Assemblies Unit Cost	\$17,991.15	\$13,343.00	\$13,400.00	\$12,155.00
Freight	\$1,326.00	\$0.00	\$0.00	\$0.00
Total Cost (Qty 4 + Freight)	\$73,290.60	\$53,372.00	\$53,600.00	\$48,620.00
Vendor Forms	Yes	Yes	No	Yes
Addendum I	Yes	Yes	No	Yes



Bid No. B1848.25
Double Check Detector Assemblies
Bid Submittal Form

Company Name: Ferguson Enterprises LLC

Ames 3000 Stainless Steel Double Check Detector Assembly with OS&Y Valves				
Size - inches	Quantity	Price per Assembly	Freight	Total
8"	4	12,155.00	0	48,620.00

Jason Poole
NAME/TITLE

295 Interstate Cir
ADDRESS

Frederick, MD 21704
CITY/STATE/ZIP

301-606-2995
PHONE NUMBER

JASON.POOLE@FERGUSON.COM
EMAIL

Bid No. B1848.25
Double Check Detector Assemblies
Bid Submittal Form

BIDDER'S MUST STATE THE FOLLOWING:

COMPANY NAME: Ferguson Enterprises LLC

CONTACT NAME: Jason Poole

TELEPHONE NUMBER: 301-606-2995


EMAIL: JASON.POOLE@FERGUSON.COM

ADDRESS: 295 Interstate Cir

CITY: Frederick STATE: MD ZIP 21704

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

Title of Individual: Municipal Sales Manager

Signature of Individual: 

Bid No. B1848.25
Double Check Detector Assemblies
Bid Submittal Form

Ferguson Enterprises LLC

Bidder's Company Name

SIGNATURE TO BID

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

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

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

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

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

SIGNATURE: _____

Date: 3-25-25

Bidder acknowledges receipt of Addenda by initialing the following. Initial next to only Addenda published by City and reviewed by Bidder. Do NOT initial all boxes unless six (6) Addenda published. Failure to initial appropriate boxes is grounds for disqualification.

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

Bid No. B1848.25
Double Check Detector Assemblies
Bid Submittal Form

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

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

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


AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

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

BIDDER'S COMPANY/FIRM: Ferguson Enterprises LLC

ADDRESS: 295 Interstate Cir, Frederick, MD 21704

AUTHORIZED SIGNATURE: 

NAME AND TITLE PRINTED: Pat Burke, Sales Manager

TELEPHONE & FAX NUMBER: 301-606-2995

EMAIL: JASON.POOLE@FERGUSON.COM

DATE: 3/25/25 FEDERAL EMPLOYER'S IDENTIFICATION NO. 54-1211771

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

_____ Yes

 X No

Bid No. B1848.25
Double Check Detector Assemblies
Bid Submittal Form

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

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

1. Project Name: Supply of Wafer Check Valve

Client Name: Anne Arundel County

Client Phone Number: 443-534-4904

Description of Work Performed: _____

Supply and delivery of Teknocheck Valve - 18"

Total Project Cost: \$6694

Date of Project: 1/17/24

2. Project Name: Plug Valve Replacement

Client Name: City of Frederick

Client Phone Number: 240-991-7814

Description of Work Performed: _____

Supply and delivery of 4-8" plug valves for Monocacy WWTP

Total Project Cost: \$15,000

Date of Project: 11/2/2023

Bid No. B1848.25
Double Check Detector Assemblies
Bid Submittal Form

REFERNCES (Cont'd)

3. Project Name: 36" Gate Valve

Client Name: DC Water

Client Phone Number: 202-787-7059

Description of Work Performed:

Supply and delivery of two 36" Gate Valves

Total Project Cost: \$150,000

Date of Project: 12/29/23

Bid No. B1848.25
Double Check Detector Assemblies
Bid Submittal Form


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

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

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

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

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

	3-25-25
Signature	Date

Ferguson Enterprises LLC
Company Name

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

Topic:

Water: Security Gate Upgrade 151 Park Ave. – Mid Atlantic Entry Maryland, LLC (Abington, MD)
\$19,756.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_-_Security_Gate.pdf

CONSENT-WATER_PARK_AVE_GATE_05272025.pdf

QUOTE_MID_ATLANTIC_GATE_FOR__PARK_AVE_05272025.pdf

Description

Signed Consent Form

CONSENT
SECURITY GATE
PARK AVE

QUOTE MID-
ATLANTIC

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Sole source - controller standardization. Funding is available in the FY25 Water Capital Budget.

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location
Date: 2025.05.07 12:55:02 -0400
Foxit PDF Editor Version: 13.1.6

Signature / Date

Nancy
Hausrath

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DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location
Date: 2025.05.07 12:55:17 -0400
Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

TH DeFreco 5/13/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding in the budget to cover this purchase

Michelle Hjer 5/13/25

Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle Hjer 5/13/25

Signature / Date

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

MID ATLANTIC



MARYLAND L.L.C.

1301 Continental Dr
Suite 109
Abingdon, MD 21009
Phone: 410-671-7680
Fax: 410-671-7681

Page 1 of 2

QUOTATION

Customer Address:

City Of Hagerstown
51 West Memorial Blvd.
Hagerstown, MD 21740

Quote No: Q24277

Date: 03/03/2025

Prepared for: Bill Fockler

FAX:

Prepared by: John Marshall

Terms: Net 30 Days

Quote Expires: 04/02/2025

Site Address:

151 Park Ave

SCOPE OF WORK:

WE ARE PLEASED TO SUBMIT OUR PROPOSAL FOR THE FOLLOWING MATERIAL, EQUIPMENT AND LABOR FOR THE REMOVAL OF OLD GATE OPERATORS AND INSTALLATION OF NEW GATE OPERATOR.

QTY	Description
1.00	Removal and Disposal of Existing Gate Operator.
1.00	MAX 1700 FSPRO, High Traffic Commercial Brushless 24 V DC Sliding Gate Operator, fail safe, back drivable manual operation upon loss of AC power or battery depletion. Local keyed manual disconnect - allows gate to be pushed back, Remote keyed manual disconnect - allows gate to be pushed back from outside the property by keypad or any dry contact command, Dynamic braking system, in closed position, will fight back if unauthorized push back is attempted. Audible alarm and relay out trigger when unauthorized entry (push back) is attempted, Continuous Duty Cycle, Gate speed 12 per second, 5 yrs Warranty for motor & 5 yrs for all other components - Battery 1 yr, Gate Capacity 50 ft Long 1700 Lbs, UL 325 Class Of Operation I, II, III, IV, Built-in Battery Backup; Providing a Minimum of 80 Cycles Cover Door, 25 ft #40 Nickel Plated Chain & Brackets, Programmable virtual limit (Limits auto-set in the event of a total power loss).
1.00	Pedestal Stands for Slide Gate Operators 21"x21" Top Plate w/8" Cut Out 12"x12" Bottom Plate w/8" Cut Out 6" Tall 3 Side Knock Outs
1.00	IRB-MON2, easily integrates with various systems for increased adaptability. Normally Closed, 10K Normally Open, Two-Wire Pulse, 2 Frequency, Two-Wire Pulse, 3 Frequency, 1/2 in. NPT Conduit Hole, 115 ft. Operator Range, Integrated Sensor Hood
3.00	Virtual Loop 2.0 Vehicle Presence Sensor Virtual Loop for use on Gates and Barriers. Phone App required to adjust settings, 12-24V AC/DC, IP66 Water Resistance, 2 Outputs, Built-in Heater, Direct Conduit Access, Up to 26ft Detection Range.

EXCLUSIONS:

Reuse of existing power
Reuse of existing access control

Approval: _____ DATE: _____

Total Quoted Amount: 14,756.00

MID ATLANTIC



MARYLAND L.L.C.

1301 Continental Dr
Suite 109
Abingdon, MD 21009
Phone: 410-671-7680
Fax: 410-671-7681

Page 2 of 2

QUOTATION

Customer Address:

City Of Hagerstown
51 West Memorial Blvd.
Hagerstown, MD 21740

Quote No: Q24277

Date: 03/03/2025

Prepared for: Bill Fockler

FAX:

Prepared by: John Marshall

Terms: Net 30 Days

Quote Expires: 04/02/2025

Site Address:

151 Park Ave

1.00	MG110, 5' Sensing Edge Black, 10K, 2 Wire, Includes Channel - 5 FT LEAD WIRE
1.00	RBAND, Monitored Wireless Gate TX/RX Kit (10K), 2 channel receiver compatible with up to 6 total wireless transmitters, On-board diagnostics for easy setup/troubleshooting, Bi-directional link improves immunity to RF interference, Transmitter built to endure rugged outdoor environments
4.00	Inground Pedestal Post for Photo Thru Beams or Photo Reflector Eyes, Painted Black
1.00	Knox Keyswitch Emergency Override for Automatic Gate. Model 3502.
1.00	Exterior Surface Mount Hold Open Keyswitch
1.00	Compact Red/Green Traffic Light
1.00	Underground work for operator and optex free out
1.00	Concrete Pad for Gate Operators.
2.00	12x12x6 PVC Junction Box w/Cover, NEMA 4X Color: Gray, UPC: 980060066997
1.00	Installation of above equipment

Quote is valid for 30 days. After 30 days price must be verified.

Installation is based on 5 day work week Monday-Friday; 8:00 a.m. to 5:00 p.m.

Freight included in price.

EXCLUSIONS:

Reuse of existing power
Reuse of existing access control

Approval: _____

DATE: _____

Total Quoted Amount:

14,756.00

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

Topic:

Water: Magnafloc Polymer – Coyne Environmental (Croydon, PA) \$48,600.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_-_Magnafloc_Polymer.pdf

CONSENT_MAGNAFLOC_POLYMER_05272025.pdf

QUOTE_COYNE_MAGNAFLOC_POLYMER.pdf

Description

Signed Consent Form

CONSENT MAGNAFLOC
FY25

QUOTE COYNE
MAGNAFLOC

[illegible]

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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Sole source purchase - performance chemical to remove vegetative organics in the raw water. Funding was included in the FY25 Water Operating Budget for this purchase.

Tyler
Puffenberger

Digitally signed by Tyler
Puffenberger
Date: 2025.04.04 08:15:15 -04'00'

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: cn=Nancy Hausrath, o=City of Hagerstown,
c=US, email=Nancy.Hausrath@hagerstownmd.org
Reason: I have reviewed this document
Location
Date: 2025.05.07 16:21:54 -04'00'
Form PDF Editor Version: 13.1.0

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Freic 5/15/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding in the budget to cover this purchase

Michelle H. 5/13/25

Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle H. 5/13/25

Signature / Date

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REVIEWED AND APPROVED AS FOLLOWS:

<p>(1) Department Director and Division Manager</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
<p>(2) Purchasing Agent</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
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<p>(4) City Administrator</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>

Effective Date: March 17, 2025

Customer#: 214429

Quotation

1 of 3



Delivery Address	
City of Hagerstown Accounting Department 51 West Memorial Blvd Hagerstown, MD 21740	City of Hagerstown R. C. Wilson WTP 10802 Water Works Road Williamsport, MD 21795
Attention: David Hopkins	Ship to #:
Phone: 301-223-7424	Email: dhopkins@hagerstownmd.org
Fax:	

George S. Coyne Chemical Co., Inc
3015 State Road, Croydon, PA 19021-6997
(800) 523-1230 Order Entry: (215) 785-1585 FAX
Please send all orders to: orders@coynechemical.com

Product Description	Product #	Container Deposit	Qty / Dely	UoM	Price	UoM	Package Size	UoM	Package Type
Magnafloc LT-7996	904100-999990	na	45,000	lbs	\$1.0800	lb	na	na	bulk
Total price for a 45,000 lb delivery = 45,000 * \$1.08/lb									
= \$48,600.00									
NOTES:									
1) Includes freight and fuel surcharge									
2) 5 hours for off-loading									
3) Pricing valid through 6/30/2025									
4) Requires pump and air									
5) Product must be shipped warm									

Designated Carrier:		Delivery Day Territory:	
Shipping Location:	Producer	CSR:	
Pricing is subject to change without notice unless a Purchase Order is issued or contract entered into. A returnable container handling fee is deducted from container deposits when refunded. Orders for packaged goods and mini-bulk are subject to the current Fuel/Reg/Security surcharge. Third Party and bulk shipments have incorporated this surcharge into the quoted price. Containers on MEMO basis carry a value which may be charged if not returned within sixty (60) days from date of shipment.			
TERMS NET 30 ... F.O.B. Delivered unless otherwise specified.			
George S. Coyne Chemical Co., Inc. Environmental Services Group Tim McComas Chemical Application Specialist			



GEORGE S. COYNE CHEMICAL CO., INC.
STANDARD TERMS AND CONDITIONS OF SALE

Seller does not accept any terms and conditions other than those contained in any existing written contract between Buyer and Seller covering material(s) delivered hereunder. If there is no such existing written contract, Seller does not accept any terms and conditions other than those expressly set forth in this Acknowledgement, and Seller hereby offers to sell such material(s) to Buyer only upon the following terms and conditions: acceptance of such material(s) by Buyer shall constitute assent to said terms and conditions.

1. Except where the law otherwise provides, Buyer shall pay Seller, in addition to the purchase price, the amount of all governmental taxes, excises and/or other charges (except taxes on or measured by net income) that Seller may be required to pay with respect to: (a) the production or transportation of any material delivered hereunder, provided, however, that such charges shall only include those hereinafter imposed or increases and (b) the sale of any material delivered hereunder. Buyer agrees to the payment terms as stated on this document and agrees, that in case of default, Seller may assess interest charges for late payment at a annualized rate of 12 percent. In the event Seller turns Buyer over for collection or suit, Buyer agrees to pay all collection and legal expenses incurred by Seller pertaining to the collection of payment due Seller by Buyer.
2. Seller warrants that material delivered hereunder meets Seller's Product Standards for the material or such other specifications as have been expressly agreed upon with Buyer in writing. Seller warrants further that such material is adequately contained, packaged, and labeled and conforms to the promises and affirmations of fact made on the container and label. THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE SPECIFIED HEREIN AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. NO WARRANTIES, INCLUDING BUT NOT LIMITED, TO WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, SHALL BE IMPLIED AND ARE SPECIFICALLY WAIVED.
3. Buyer's receipt of any material delivered hereunder shall be an unqualified acceptance of, and a waiver by Buyer of its right to make any claim with respect to such material unless Buyer gives Seller notice of claim within thirty (30) days after receipt. Buyer assumes all risks and liabilities resulting from the use of any material delivered hereunder in manufacturing processes of Buyer or in combination with other substances. No claim of any kind, whether or not as to material delivered or for non-delivery of material and whether or not based on negligence, shall be greater in amount than the purchase price of the material plus any transportation paid by Buyer in respect of which such claim is made. Claims for shortages of less than 1/2 of 1% of the gross weight of bulk shipments will not be allowed. In no event shall either party be liable for special, indirect or consequential damages, whether or not caused by or resulting from the negligences of such party.
4. Neither Buyer nor Seller shall be liable for its failure to perform hereunder if said performance is made impracticable due to any occurrence beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid (including but not limited to, priorities, requisitions, allocations, and price adjustment restrictions), inability to obtain raw material, equipment or transportation, and any other similar or different occurrence. The party whose performance is made impracticable by any such occurrence shall have the right to omit during the period of such occurrence all or any portion of the quantity deliverable during such period, whereupon the total quantity deliverable hereunder shall be reduced by the quantity so omitted. If, due to any such occurrence, Seller is unable to supply the total demands for any material specified hereunder, Seller shall allocate its available supply among its customers and its departments and divisions in a fair and equitable manner. In no event shall Seller be obligated to purchase material from others in order to enable it to deliver material to Buyer.
5. Seller's prices and terms of delivery in effect on date of shipment shall govern

Effective Date: March 17, 2025
Customer#: 214429

Quotation
3 of 3



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

Topic:

Water: Chlorinator Maintenance – Environmental Service & Equipment Company, LTD (Marcus Hook, PA) \$11,430.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_-_Chlorinator_Maintenance.pdf

CONSENT_CHLORINATOR_MAINTENANCE_05272025.pdf

QUOTE_ANNUAL_MAINTENANCE_CHLORINE_EQUIP.pdf

Description

Signed Consent Form

CONSENT
CHLORINATOR FY25

QUOTE CHLORINE
EQUIP MAINT

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Sole Source Purchase - specialized work to for maintenance and operation of the chlorinators at the RCW Water Plant.

Tyler
Puffenberger

Digitally signed by Tyler
Puffenberger
Date: 2025.05.05 11:02:54 -04'00'

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve need updated W9

Tyler Freice 5/13/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve there is adequate funding to cover this maintenance

Michelle Hefner 5/13/25
Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle Hefner 5/13/25
Signature / Date

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



FROM

Stephen Bucci
Environmental Service & Equipment
Company, Inc.
7 W. 9th Street
Marcus Hook, PA 19061
www.environmentalequipment.net

PHONE

610-497-5900

FOR

Hagerstown Water

TO

Dan Statler

EMAIL

dstatler@hagerstownmd.org

ADDRESS

RC Wilson WTP
10802 Water Works Road
Williamsport
MD 21795

MOBILE

301-302-3341

QUOTE NUMBER

2632

DATE

April 11, 2025

EXPIRY DATE

June 30, 2025 at 12:00 PM

Service Contract to perform yearly Preventative Maintenance on Chlorine Equipment

Service, clean and rebuild (5) Wallace & Tiernan 510M vacuum regulators
Service, clean and rebuild (2) Wallace & Tiernan 55-400 Automatic Switchovers
Service, clean and rebuild (5) Wallace & Tiernan V2000 Chlorinators
Service, clean and rebuild (5) Wallace & Tiernan 2" Injectors
Service and calibrate (1) Hydro Series 180 gas detector. Provide calibrated span gas for calibration.

11,430.00

Total

\$11,430.00

Terms, Freight and Delivery:

Terms: Net 30 days

Scheduling: 3-6 weeks ARO

When ordering, please email Stephen at sbucci@environmentalequipment.net

Thank you.

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

Topic:

Water: VFD Module Spare Part– Industrial Service Solutions (Camp Hill, PA) \$17,940.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_-_Toshiba_VFD_Module_Upgrade.pdf

CONSENT_INDUSTRIAL_SERVICE_SOLUTIONS_05272025.pdf

QUOTE_1056897_CITHA1_4-4-25.pdf

RAM_TOSHIBA_LOCAL_DISTRIBUTOR.docx

Description

Signed Consent Form

CONSENT VFD
MODULE

QUOTE VFD MODULE

LOCAL DISTRIB
LETTER

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funding is available in the FY25 Capital Budget.

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, Email=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.05.14 09:29:09-0400'
Foxit PDF Editor Version: 13.1.6

Signature / Date

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Hausrath

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Location:
Date: 2025.05.14 09:29:24-0400'
Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - need up to date

T. DeLoe 5/15/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

B. Bane 05/15/25
Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle Ayer 5/15/25
Signature / Date

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<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
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<p>(2) Purchasing Agent</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
<p>(3) Chief Financial Officer</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
<p>(4) City Administrator</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>



RAM Industrial Services, LLC
2850 Appleton Street
Suite D
Camp Hill, PA 17011
(717) 232-4414

QUOTATION

Page 1 of 2

QUOTE NUMBER: **1056897**

QUOTE DATE: 4/4/2025

Sold To: CITHA1

CITY OF HAGERSTOWN
1 EAST FRANKLIN STREET
HAGERSTOWN, MD 21740

Ship To:

CITY OF HAGERSTOWN
10802 WATERWORKS ROAD
R.C. WILLSON WWTP
WILLIAMSPROT, MD 21795

Confirm To: DUANE BARTLES

CUSTOMER PO #:		PAYMENT TERMS:		FREIGHT TERMS		
		NET 30 FB		Billed		
QUOTED BY:	SHIPPING VIA		F.O.B.			
Lisa Shoemaker	Best Way Prepaid & Bill					
LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:			UNIT	QTY	UNIT PRICE	EXTENSION
***Estimate is valid until 05/30/2025						
/VISUAL - TOSHIBA BASIC PLUS MAINT			EACH	1.0	\$11.785.00	\$11.785.00
TOSHMVPCRECPLUS-FR0A4						
Work Scope						
<ul style="list-style-type: none">• Replacement of power module power supply board• Replacement of power module fiber optic cables• Replacement of power module IGD boards• Full voltage and current testing of power module• Extensive cleaning• Reapplication of thermal compound• 1 year TOSHcare® Protection Plan• This price includes crates• Basic+ Power Module Reconditioning						
Power Module Information						
Typeform - GC16720G050B						
S/N - 100802032						
Leadtime: 4-6 weeks ARO subject to parts availability and repair shop loading						
The Basic Plus reconditioning price is limited to the scope above and any work outside the above will be quoted at an additional price. This price includes all parts, and labor hours required to complete the above scope at the TIC WLY Houston repair shop and assumes there						

Continued

We appreciate the opportunity and look forward to working with you.

* This Quotation is valid for 30 days.

* Freight: Prepaid and Billed or Collect

* Sales Tax: Applicable sales tax will be charged unless a completed exemption certificate is on file or received with the order

* IF PAYING BY CREDIT CARD, 3% WILL BE ADDED TO THE INVOICE TOTAL

* Goods may incur tariffs that are not incorporated into our pricing.

* Tariffs incurred will be passed to and become the responsibility of the customer.

RAM Industrial Services, LLC
 2850 Appleton Street
 Suite D
 Camp Hill, PA 17011
 (717) 232-4414

QUOTATION

Page 2 of 2

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 R.C. WILLSON WWTP
 WILLIAMSPROT, MD 21795

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QUOTED BY:	SHIPPING VIA			F.O.B.			
Lisa Shoemaker	Best Way Prepaid & Bill						
LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:				UNIT	QTY	UNIT PRICE	EXTENSION
***Estimate is valid until 05/30/2025 are no damaged components. This does not include shipping which is the customer's responsibility (CPT Prepaid and Add). Any work outside the stated scope will be performed at standard repair rates and if additional parts are needed, they will be quoted. /VISUAL - TOSHIBA OPTIONAL PART GCI6722G947-052 CONTAINER,SHIPPING,POWER CELL,FRM 0&1,W/HTR & CELL PWR				EACH	1.0	\$6.155.00	\$6.155.00

This agreement is governed by ISS Terms, Conditions, and Warranties of Sale, which can be found at this website <http://2025-02-tc.iss-na.com/> and are hereby incorporated by reference. The ISS Terms, Conditions, and Warranties of Sale are also available upon written request to general.counsel@iss-na.com. The information provided within this document is confidential and / or proprietary in nature and is hereby protected from further disclosure.

Net Order:	\$17,940.00
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$17,940.00

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March 10, 2025

Duane Bartles, Facilities Manager
Hagerstown Water and Wastewater
151 Park Ave
Hagerstown, MD 21740

Hi Duane,

This letter is to confirm that RAM Industrial Services LLC, a division of Industrial Service Solutions, is the local distributor for Toshiba Low Voltage and Medium Voltage Adjustable Speed Drives for the area including Hagerstown, MD.

We look forward to working with you on this opportunity to upgrade your existing Toshiba Medium Voltage VFD's. Let me know any questions.

Sincerely,

Carrie Kelly
Sales Engineer
RAM Industrial Services, LLC

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

Topic:

Water: Upgrade of Toshiba 2-VFDs at RCW - Industrial Service Solutions (Camp Hill, PA)
\$235,045.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Water_-_Upgrade_of_Toshiba_2-VFDs_at_RCW.pdf

Signed Consent
Form

CONSENT_INDUSTRIAL_SERVICES_VFD_REBUILD_05252025.pdf

CONSENT VFD
REFURB

QUOTE_VFDS_INDUSTRIAL_SERVICE_05272025.pdf

QUOTE VFD
REFURB

RAM_TOSHIBA_LOCAL_DISTRIBUTOR.docx

LOCAL REP
LETTER

[illegible]

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COMMENTS Funding is available in the FY2025 Capital Budget.

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location
Date: 2025.05.14 09:58:45-04'00'
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Signature / Date

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Reason: I have reviewed this document
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Date: 2025.05.14 09:59:15-04'00'
Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

RAM Industrial Services, LLC
 2850 Appleton Street
 Suite D
 Camp Hill, PA 17011
 (717) 232-4414

QUOTE NUMBER: 1051884

QUOTE DATE: 3/11/2025

Sold To: CITHA1

CITY OF HAGERSTOWN
 1 EAST FRANKLIN STREET
 HAGERSTOWN, MD 21740

Ship To:

CITY OF HAGERSTOWN
 10802 WATERWORKS ROAD
 R.C. WILLSON WWTP
 WILLIAMSPROT, MD 21795

Confirm To: DUANE BARTLES

CUSTOMER PO #:		PAYMENT TERMS:		FREIGHT TERMS		
		NET 30 FB		Billed		
QUOTED BY:	SHIPPING VIA		F.O.B.			
Lisa Shoemaker	Best Way Prepaid & Bill					
LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:			UNIT	QTY	UNIT PRICE	EXTENSION
UPDATED 3/11/25***THIS IS AN ESTIMATE; VALID UNTIL 4/30/25***						
/VISUAL - TOSHIBA CONV MVI TO MV2			EACH	1.0	\$43.989.00	\$43.989.00
Work Scope						
<ul style="list-style-type: none">• Conversion of MVi VFD to MV2o Replacement of MVi control systemo Installation of new MV2 control system including MODBUS board• Inspection of VFD• Verification of I/O signals with control power• Uncoupled and coupled tuning of VFD						
VFD Information						
Project Number - 144079						
Typeform - M3A44050SAA-1						
S/N - 100704240						
Typeform - M3A44050SAA-1						
S/N - 100704241						
Tentative schedule for each VFD						
Day 1 (10 - 12 hours)						
<ul style="list-style-type: none">• VFD inspection• Removal and replacement of MVi parts						
Day 2 - 3 (10 - 12 hours)						
<ul style="list-style-type: none">• Completion of parts replacement• VFD programming• Rewiring of controls to allow bypass to stay on when VFD is isolated						

Continued

We appreciate the opportunity and look forward to working with you.

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* Freight: Prepaid and Billed or Collect

* Sales Tax: Applicable sales tax will be charged unless a completed exemption certificate is on file or received with the order

* IF PAYING BY CREDIT CARD, 3% WILL BE ADDED TO THE INVOICE TOTAL

RAM Industrial Services, LLC
2850 Appleton Street
Suite D
Camp Hill, PA 17011
(717) 232-4414

QUOTATION

Page 2 of 7

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CITY OF HAGERSTOWN
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Lisa Shoemaker	Best Way Prepaid & Bill					
LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:			UNIT	QTY	UNIT PRICE	EXTENSION
<p>UPDATED 3/11/25***THIS IS AN ESTIMATE; VALID UNTIL 4/30/25***</p> <p>Day 4 (10 - 12 hours)</p> <ul style="list-style-type: none">• Verification of I/O with site system• Uncoupled tuning• Coupled tuning <p>This is an estimate only.</p> <p>This estimate includes field labor hours, travel hours and expenses to complete the upgrade on the listed drive(s). Based on up to (8) 10-12 hour work day(s) by (1) Field Service Engineer(s) for the VFD(s) listed above. The price includes (1) roundtrip from Houston. This is only an estimate, actual labor hours will be billed according to the published Toshiba rate sheet, meals will be billed at \$100/day, and living expenses at cost plus 10%. This does not include work on holidays or parts shipping costs which are CPT (Prepaid and Add).</p> <p>Standby time will be charged using the current field service rate schedule.</p>						

Continued

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QUOTED BY:	SHIPPING VIA		F.O.B.			
Lisa Shoemaker	Best Way Prepaid & Bill					
LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:			UNIT	QTY	UNIT PRICE	EXTENSION
UPDATED 3/11/25***THIS IS AN ESTIMATE; VALID UNTIL 4/30/25*** /VISUAL - TOSHIBA CONV MVI TO MV2-PARTS Work Scope <ul style="list-style-type: none">• Conversion of MVi VFD to MV2 and controls modification to allow bypass to operate with VFD isolated<ul style="list-style-type: none">o Creation of new drawingso Creation of parts kit• All required parts Lead time of 18-20 weeks ARO This includes all Control Plant hours and parts required to complete the above scope. Parts kit and labor are a package and pricing is contingent on completing all listed drives. PO for the complete amount must be received before order will be accepted. In a scenario where the number of drives are reduced after the order is accepted, pricing will change or cancelation terms may apply			EACH	2.0	\$34,911.00	\$69,822.00

Continued

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Lisa Shoemaker	Best Way Prepaid & Bill					
LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:			UNIT	QTY	UNIT PRICE	EXTENSION
UPDATED 3/11/25***THIS IS AN ESTIMATE; VALID UNTIL 4/30/25***						
/VISUAL - TOSHIBA PREVENTATIVE MAINT			EACH	2.0	\$3,572.00	\$7,144.00
Work Scope						
<ul style="list-style-type: none">• Cleaning and inspection of VFD*• Inspection of power modules• Insulation test on Motor• Tightening of connections• Inspection of control cabinet• Inspection of transformer• Insulation test on transformer• Resistance tests on transformer/contactors etc.• Testing of Contactor/breaker• Analysis of Traceback and proposal of solutions• Verification of VFD/Motor/Application System• Recording of all power module serial numbers• Verification of VFD operation• Advanced PM						
*Upstream power source must be isolated before we can perform the PM						
VFD Information						
Project Number - 144079						
Typeform - M3A44050SAA-1						
S/N - 100704240						
Typeform - M3A44050SAA-1						
S/N - 100704241						

Continued

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Lisa Shoemaker	Best Way Prepaid & Bill					
LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:			UNIT	QTY	UNIT PRICE	EXTENSION
UPDATED 3/11/25***THIS IS AN ESTIMATE; VALID UNTIL 4/30/25***						
/VISUAL - TOSHIBA REPL. POWER MODULES			EACH	6.0	\$19,015.00	\$114,090.00
Work Scope						
<ul style="list-style-type: none">• Replacement of power module power supply board• Replacement of power module fiber optic cables• Replacement of power module IGD boards• Replacement of IGBTs• Replacement of diodes• Extensive cleaning• Full voltage and current testing of power module• 1 year TOSHcare® Protection Plan• This price includes crates• Advanced Power Module Reconditioning						
VFD Information						
Project Number - 144079						
Typeform - M3A44050SAA-1						
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Typeform - M3A44050SAA-1						
S/N - 100704241						
Power Module Information						
Typeform - GCI6720G050B						
S/N -						
S/N -						
S/N -						

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QUOTATION

Page 7 of 7

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(717) 232-4414

QUOTE NUMBER: **1051884**

QUOTE DATE: 3/11/2025

Sold To: CITHA1

CITY OF HAGERSTOWN
1 EAST FRANKLIN STREET
HAGERSTOWN, MD 21740

Ship To:

CITY OF HAGERSTOWN
10802 WATERWORKS ROAD
R.C. WILLSON WWTP
WILLIAMSPROT, MD 21795

Confirm To: DUANE BARTLES

CUSTOMER PO #:		PAYMENT TERMS:		FREIGHT TERMS		
		NET 30 FB		Billed		
QUOTED BY:	SHIPPING VIA		F.O.B.			
Lisa Shoemaker	Best Way Prepaid & Bill					
LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:			UNIT	QTY	UNIT PRICE	EXTENSION
<p>UPDATED 3/11/25***THIS IS AN ESTIMATE; VALID UNTIL 4/30/25***</p> <p>S/N -</p> <p>S/N -</p> <p>S/N -</p> <p>Leadtime: 4-6 weeks ARO subject to parts availability and repair shop loading</p> <p>The Advanced reconditioning price is limited to the scope above and any work outside the above will be quoted at an additional price. This price includes all parts, and labor hours required to complete the above scope at the TIC WLY Houston repair shop and assumes there are no damaged components. This does not include shipping which is the customer's responsibility (CPT Prepaid and Add). Any work outside the stated scope will be performed at standard repair rates and if additional parts are needed, they will be quoted.</p>						

This agreement is governed by ISS Terms, Conditions, and Warranties of Sale, which can be found at this website <http://2025-02-tc.iss-na.com/> and are hereby incorporated by reference. The ISS Terms, Conditions, and Warranties of Sale are also available upon written request to general.counsel@iss-na.com. The information provided within this document is confidential and / or proprietary in nature and is hereby protected from further disclosure.

Net Order:	\$235,045.00
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$235,045.00

We appreciate the opportunity and look forward to working with you.

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* IF PAYING BY CREDIT CARD, 3% WILL BE ADDED TO THE INVOICE TOTAL

March 10, 2025

Duane Bartles, Facilities Manager
Hagerstown Water and Wastewater
151 Park Ave
Hagerstown, MD 21740

Hi Duane,

This letter is to confirm that RAM Industrial Services LLC, a division of Industrial Service Solutions, is the local distributor for Toshiba Low Voltage and Medium Voltage Adjustable Speed Drives for the area including Hagerstown, MD.

We look forward to working with you on this opportunity to upgrade your existing Toshiba Medium Voltage VFD's. Let me know any questions.

Sincerely,

Carrie Kelly
Sales Engineer
RAM Industrial Services, LLC

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

RAM Industrial Services, LLC
 2850 Appleton Street
 Suite D
 Camp Hill, PA 17011
 (717) 232-4414

QUOTE NUMBER: **1051884**

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QUOTED BY:	SHIPPING VIA		F.O.B.			
Lisa Shoemaker	Best Way Prepaid & Bill					
LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:			UNIT	QTY	UNIT PRICE	EXTENSION
UPDATED 3/11/25***THIS IS AN ESTIMATE; VALID UNTIL 4/30/25***						
/VISUAL - TOSHIBA CONV MVI TO MV2			EACH	1.0	\$43.989.00	\$43.989.00
Work Scope <ul style="list-style-type: none">• Conversion of MVi VFD to MV2o Replacement of MVi control systemo Installation of new MV2 control system including MODBUS board• Inspection of VFD• Verification of I/O signals with control power• Uncoupled and coupled tuning of VFD						
VFD Information Project Number - 144079 Typeform - M3A44050SAA-1 S/N - 100704240 Typeform - M3A44050SAA-1 S/N - 100704241						
Tentative schedule for each VFD						
Day 1 (10 - 12 hours) <ul style="list-style-type: none">• VFD inspection• Removal and replacement of MVi parts						
Day 2 - 3 (10 - 12 hours) <ul style="list-style-type: none">• Completion of parts replacement• VFD programming• Rewiring of controls to allow bypass to stay on when VFD is isolated						

Continued

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Lisa Shoemaker		Best Way Prepaid & Bill			
LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:			UNIT	QTY	UNIT PRICE
UPDATED 3/11/25***THIS IS AN ESTIMATE; VALID UNTIL 4/30/25*** Day 4 (10 - 12 hours) • Verification of I/O with site system • Uncoupled tuning • Coupled tuning This is an estimate only. This estimate includes field labor hours, travel hours and expenses to complete the upgrade on the listed drive(s). Based on up to (8) 10-12 hour work day(s) by (1) Field Service Engineer(s) for the VFD(s) listed above. The price includes (1) roundtrip from Houston. This is only an estimate, actual labor hours will be billed according to the published Toshiba rate sheet, meals will be billed at \$100/day, and living expenses at cost plus 10%. This does not include work on holidays or parts shipping costs which are CPT (Prepaid and Add). Standby time will be charged using the current field service rate schedule.					

Continued

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Page 3 of 7

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Lisa Shoemaker		Best Way Prepaid & Bill			
LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:			UNIT	QTY	UNIT PRICE
UPDATED 3/11/25***THIS IS AN ESTIMATE; VALID UNTIL 4/30/25***					
/VISUAL - TOSHIBA CONV MVI TO MV2-PARTS			EACH	2.0	\$34.911.00
Work Scope <ul style="list-style-type: none"> • Conversion of MV1 VFD to MV2 and controls modification to allow bypass to operate with VFD isolated o Creation of new drawings o Creation of parts kit • All required parts Lead time of 18-20 weeks ARO					\$69.822.00
This includes all Control Plant hours and parts required to complete the above scope.					
Parts kit and labor are a package and pricing is contingent on completing all listed drives. PO for the complete amount must be received before order will be accepted. In a scenario where the number of drives are reduced after the order is accepted, pricing will change or cancelation terms may apply					

Continued

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Lisa Shoemaker	Best Way Prepaid & Bill					
LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:			UNIT	QTY	UNIT PRICE	EXTENSION
UPDATED 3/11/25***THIS IS AN ESTIMATE; VALID UNTIL 4/30/25***						
/VISUAL - TOSHIBA PREVENTATIVE MAINT			EACH	2.0	\$3.572.00	\$7.144.00
Work Scope						
<ul style="list-style-type: none">• Cleaning and inspection of VFD*• Inspection of power modules• Insulation test on Motor• Tightening of connections• Inspection of control cabinet• Inspection of transformer• Insulation test on transformer• Resistance tests on transformer/contactors etc.• Testing of Contactor/breaker• Analysis of Traceback and proposal of solutions• Verification of VFD/Motor/Application System• Recording of all power module serial numbers• Verification of VFD operation• Advanced PM						
*Upstream power source must be isolated before we can perform the PM						
VFD Information						
Project Number - 144079						
Typeform - M3A44050SAA-1						
S/N - 100704240						
Typeform - M3A44050SAA-1						
S/N - 100704241						

Continued

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Lisa Shoemaker		Best Way Prepaid & Bill			
LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:			UNIT	QTY	UNIT PRICE
UPDATED 3/11/25***THIS IS AN ESTIMATE; VALID UNTIL 4/30/25*** This price includes (1) 10 - 12 hour work day(s)/VFD to perform an Advanced PM on the above listed VFD(s). The discounted fixed price is based on the assumption that the PM is done on the same trip as the VFD upgrade. Standby time will be charged using the current field service rate schedule.					

Continued

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UPDATED 3/11/25***THIS IS AN ESTIMATE; VALID UNTIL 4/30/25***						
/VISUAL - TOSHIBA REPL. POWER MODULES			EACH	6.0	\$19.015.00	\$114.090.00
Work Scope						
<ul style="list-style-type: none">• Replacement of power module power supply board• Replacement of power module fiber optic cables• Replacement of power module IGD boards• Replacement of IGBTs• Replacement of diodes• Extensive cleaning• Full voltage and current testing of power module• 1 year TOSHcare® Protection Plan• This price includes crates• Advanced Power Module Reconditioning						
VFD Information						
Project Number - 144079						
Typeform - M3A44050SAA-1						
S/N - 100704240						
Typeform - M3A44050SAA-1						
S/N - 100704241						
Power Module Information						
Typeform - GCI6720G050B						
S/N -						
S/N -						
S/N -						

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March 10, 2025

Duane Bartles, Facilities Manager
Hagerstown Water and Wastewater
151 Park Ave
Hagerstown, MD 21740

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We look forward to working with you on this opportunity to upgrade your existing Toshiba Medium Voltage VFD's. Let me know any questions.

Sincerely,

Carrie Kelly
Sales Engineer
RAM Industrial Services, LLC

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

Topic:

Water: Motor Control Center (MCC) Maintenance Contract – Capital Electric (Hagerstown, MD)
\$40,750.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Water_-_Utility_Breaker_for_RCW_Water_Plant.pdf

Signed Consent Form

CONSENT_CAPITAL_ELECTRIC_MCC_MAINT_05272025.pdf

CONSENT MCC &
SWITCHGEAR MAINT

QUOTE_PM_MCC___SWITCHGEAR.pdf

QUOTE PM FOR MCC &
SWITCHGEAR

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funds are available in the FY25 Water Operating Budget.

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.05.14 13:27:28-04'00'
Foxit PDF Editor Version: 13.1.6

Signature / Date

Nancy
Hausrath

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Date: 2025.05.14 13:27:37-04'00'
Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - need stated w/9

T. J. Frazer 5/15/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brian C. 05/15/25
Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle Agee 5/15/25
Signature / Date

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Proposal Name: MR24_166 Hagerstown WTP PM

Quote Name: MR24_166_SR-3580705_LV PM rev 1

--

Proposal Number: P-241105-4846840

Quote Number: Q-5855807

Quote Effective Date: 04/18/2025

Through Addenda Number: 0

Sales Representative: Marty Rafter

Conditions of Sale

Except as otherwise provided below, this Quotation is subject to Coordinated Project Terms. See <https://www.schneider-electric.us/en/download/document/0100PL0043>

Notwithstanding any provision to the contrary in the referenced Coordinated Project Terms or any other documentation provided in connection with this proposal, this quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

PM Total for WTPWMD	<hr/> \$40,750.00 <hr/>
----------------------------	--------------------------------

Terms and Conditions

The work described in this quotation shall be governed by Schneider Electric USA's Standard Terms and Conditions of Sale, which may be found at: www.schneider-electric.us/termsandconditions

This proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Schneider Electric.

*DISCLAIMER: The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Vendor's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Vendor (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Vendor's (or its subcontractors') employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for **excusable delay** not exposing the Vendor to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.*

Proposal Acceptance

To accept this proposal, issue a P.O. to a local Square D by Schneider Electric distributor.

The following information is required:

- > Site contact name, phone number and email address
- > Installation site address
- > Reference proposal number on PO
- > Customer requested dates:
 - pre-work site visit date, if required such as engineering site visit, job walks and coordination
 - date of service
- > SEUSA purchaser account number, if known

Click the link below or copy the URL and paste it into your browser to locate a SEUSA Services support center nearest you.

Link: <https://www.schneider-electric.us/en/work/support/locator/>

Introduction

Per our understanding of your request and associated correspondence, Schneider Electric USA, Inc. (SEUSA) Services has based our offer on the information contained within this proposal. If any changes are made to the proposed scheduling, scope of work or bill of material this proposal will need to be revised which may result in a price change.

Unless otherwise noted, an outage will be required to perform the proposed scope of work. Duration of this outage to be determined at time of scheduling.

If any additional electrical or mechanical defects are found during our investigation, these will be brought to your immediate attention. Authorization for these repairs and their costs will be agreed upon before any additional work is performed.

Scope of Work

SEUSA Services will perform the Scope of Work identified in this proposal per the following price:

Item #	Scope of Work
1	<p>Designation : TEST & PM LV SWG Product Details : 1-SRVODSCORPM-Preventive Maintenance (All LV and MV) ----- SCOPE OF WORK</p> <p>Schneider Electric will provide Field Service Representatives to perform testing and preventive maintenance on the following LV equipment.</p> <p>LV Motor Control Center FO#27507063-006 w/ Replace SPD module.</p> <p>PZ4 LV Switchgear FO#27507063-003</p> <p>This quote is based on a complete site outage. If different equipment is going to be de-energized at different times we will have to requote this scope of work for multiple site visits.</p> <p>-----</p> <p>Labor Type</p> <p>This job is being quoted for work to be performed during normal working hours (M-F 8:00 AM - 5:00 PM excluding Schneider Electric holidays) unless otherwise noted.</p> <p>-----</p>

Customer Responsibilities

- > Schedule power outage with the local utility or production and absorb all related costs.
- > Provide lighting and 120V power with GFI for Field Services' on-site electrical equipment, if required.
- > Provide qualified personnel to de-energize / re-energize equipment as defined by NFPA70E.
- > Provide qualified personnel to lock out equipment and verify zero energy state as defined by NFPA70E.
- > Provide qualified individual for grounding of equipment as required.
- > Provide proper workspace clear of obstruction with adequate temporary lighting for the walkways and emergency exits. *Work will not commence until adequate lighting is in place. *
- > Provide a phone with defined emergency contact and site location in event of an emergency.
- > Provide an authorized person to sign all manifests for asbestos and PCB wastes (if any)
- > Labor and expense cost overruns due to:
 - Delays by others
 - Lack of equipment readiness for services outlined herein

Work Not Included

- > Any site-specific meetings or customer-specific safety or clearance training greater than one hour conducted during the date of service or required outside the dates of service.
- > Development of switching procedures and/or MOPs.
- > Update of original factory order drawings.
- > Additional site visits or meetings beyond that required to perform the scope of work above

Scheduling

- > To avoid any delays in scheduling on-site work, please provide at least 4-6 weeks advanced notice. Holiday & Overtime scheduling may require additional advanced notice.
- > Any reschedule requests submitted less than 5 business days before an established on-site work date will be subject to payment for all direct incurred costs and associated expenses.
- > In the event of cancellation of PO by customer, following cancellation charges will apply:
 - Within 5 days of PO issuance, no cancellation charge applies.
 - After 5 days of PO issuance, a minimum cancellation charge of 10% PO value will apply.
 - Once work is scheduled, cancellation charge will be based on execution milestones and costs incurred; such as parts ordered, travel expenses, labor mobilizations and as per Schneider Electric's applicable Terms & Conditions.

Price

Price includes all travel, mileage, expenses, and any applicable Field Service Reports that will document and detail the services performed.

This proposal is subject to the following:

- > Price quoted does not include any state, federal, or local taxes.
- > Service will be scheduled after receipt of order.
- > If tax exempt, exempt certificate must accompany purchase order.
- > Payment is due upon receipt of invoice.

Payment Schedule

All projects will be billed based on execution milestones, schedule of values to be provided after receipt of PO. SEUSA may invoice purchaser monthly for all work performed, and for all equipment delivered to the job site or to an off-site storage facility. Purchaser may delay the work, for a period not to exceed 30 days, by giving notice to SEUSA, and purchaser shall pay for all work prior to the delay and will pay all costs incurred by SEUSA because of such delay.

Any projects over \$250K will be subject to progress invoicing milestones:

- 10% Upon receipt of purchase order
- 20% Upon submission of approval drawings
- 20% After release of equipment to be manufactured
- 40% Upon shipment of Material
- 10% Upon install completion

Shipment Clarification

All lead-times referenced within this proposal are estimates only, unless specifically noted as a committed ship date. Due to the extreme volatility and shortages in the commodities markets, lead-times may increase. We will do what we can, within our control, to hold lead-times. In the event that a lead-time may increase, we will notify you as soon as we are aware, to lessen the impact to the project.

Pricing Clarification

Due to the extreme volatility in the commodities and labor markets, **this quotation is valid for only 30 days**. Currently there is extreme volatility in the steel, copper, plastics, and labor due to the evolving market conditions. We will do our best to hold pricing, but there are many factors beyond our control

and these potential increases would be passed along to the customer. **It is also assumed that this project will be executed within 12 months of PO issuance.** If the execution timeline of this project exceeds this timeframe, any price escalations would also be passed along to the customer.

This proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity outside your organization in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Capital Electric.

Terms and Conditions of Sale for Quotes – Capital Lighting & Supply, LLC

- A. Capital Lighting & Supply, LLC (“Seller”) assumes no responsibility whatsoever for any interpretation of bid documents, plans, or specifications provided to Seller (i.e., customer shall be solely responsible for ensuring interpretation of such documents, plans and/or specifications and for conformity and appropriateness of all goods and services ordered in comparison to same).
- B. Prices are subject to change at any time prior to shipment unless otherwise agreed in writing signed by an authorized Seller representative.
- C. Pricing and estimated delivery dates are based solely on the quantities and specific products and/or scope of services identified in this quote. Seller may refuse, terminate, or change pricing, estimated dates, and other terms of its offer if customer requests changes or deviations from the original quote. Unless an authorized Seller representative accepts customer’s proposed deviations in an explicit signed agreement modifying this quotation, any such proposed deviations are automatically rejected, void, and of no force or effect.
- D. Quotation does not include special mounting or installation hardware, equipment options, accessories, samples, spares, or mock-up equipment unless otherwise noted.
- E. Seller is not responsible for the design of the project or any goods supplied.
- F. Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing.
- G. Pre-shipment of anchor bolts is plus freight.
- H. Where applicable, fabrication and shipment of goods can only be made after Seller receives the following: (i) purchase order conforming to this Quotation, (ii) customer’s verification and approval of technical information, (iii) approved Submittal Drawings, and (iv) credit approval.
- I. Lead times are strictly estimates. Seller is not responsible for ship dates beyond estimated dates unless Seller’s President or VP Finance otherwise explicitly agrees in a signed writing as part of this Quotation and then only to the extent so agreed.
- J. All orders are FCA Shipping Point, prepaid and billed, unless otherwise noted in quote.
- K. Logistic solutions, storage, handling, kitting, expedited or special delivery, testing, including, but not limited to, infrared scanning and NETA testing, spares, start-up, installation, commissioning, arc flash studies, and

other services are excluded unless otherwise specified in this quote. Please contact your Seller representative for additional information on any such services if desired.

- L. This quotation and any transactions related to this quotation are subject to Seller's published Terms & Conditions of Sale at <https://www.capitalelectricsupply.com/about/terms>, which shall control in the event of a conflict with any other terms. This quotation and all related transactions are also subject to the applicable manufacturer's published warranties, including all applicable disclaimers, exclusions, and limitations.
- M. This quotation constitutes Seller's confidential information, and customer shall not share or distribute this quotation to third parties other than to the extent reasonably necessary to process the transactions contemplated herein with Seller.
- N. Unless otherwise expressly agreed in a separate writing signed by Seller's President or VP Finance, Seller does not agree and is not subject to any contractual flow-down or pass-through terms from customer, including, but not limited to, DFARs, FARs, Prime Contracts, Minority Business requirements, Buy America Act, etc.

The above Pricing is good for 30 days, if you have any questions please contact Scott Hassler with Capital Electric Supply. Scott.hassler@capitalelectricsupply.com or at 240 217 1614

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

Topic:

Water: Forklift for RCW WTP - Hyster-Yale Materials Handling, Inc. (Greenville, SC) \$38,924.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_-_Forklift_for_RCW_WTP.pdf
CONSENT_FORKLIFT_RCW-WTP_05272025.pdf
QUOTE_WATER-_FORKLIFT_R.C.WILLSON.pdf

Description

Signed Consent Form
CONSENT FORKLIFT
QUOTE FORKLIFT

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funding is available in the FY25 Capital Budget. Utilizing the Sourcewell Contract 053024-HYS - contract expires on 7/23/2028.

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location
Date: 2025.05.07 11:59:22-0400
Foxit PDF Editor Version: 13.1.6

Signature / Date

Nancy
Hausrath

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CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location
Date: 2025.05.07 11:51:17-0400
Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - Vendor needs set up in Minis

T. J. Artman 5/13/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Acker 5/13/25

Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle Acker 5/13/25

Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

1400 Sullivan Drive
Greenville, NC 27834



MODEL: GP40NS

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	RC Willson Water Treatment Plant		
SHIP-TO ADDRESS	Williamsport, Maryland 21795		
PROPOSED BY	Josh Sheppard	TITLE	Major Account Manager
PHONE	(252) 420-8192	EMAIL	josh.sheppard@hyster-yale.com
DATE	2025-05-06	Quote Expiration	2025-06-30

Quoted Model: GP40NS Available Features

Yale® GP40NS Lift Truck - 4000 lb Nominal Capacity. Class V

Proposal Summary

Included Items	Description
Model	Yale® GP40NS Lift Truck - 4000 lb Nominal Capacity. Class V
Construction	Keyswitch Start Standard Cooling Package
Powertrain	Engine - Yanmar 2.2L LPG Certified Brakes - Self Energizing Drum Single Pedal Inch/Brake Arrangement Electronic Powershift Transmission
Powertrain Options	High Air Intake Low Exhaust Integrated Fuel Level Sensor Swing-Out LPG Tank Bracket with Steel Strap UL Label - Classification Type LP
Powertrain Accessories	System Monitoring
Mast	3 Stage Full Free Lift - Class II - 187"(4750mm) Maximum Lift Height - 84"(2125mm) Overall Lowered Height [Premium] Mast Tilt - 6° Forward / 6° Back
Carriages & Attachments	38.5" (977mm) Wide - Class II - Hook Type Integral Sideshift Carriage 48" (1220mm) High Load Backrest Extension
Forks	42" Long x 1.6" Thick x 3.9" Wide (1067mm x 40mm x 100mm) - Class II Hook Type - Standard Taper Forks
Hydraulics	3 Function (1 Auxiliary) Hydraulic Control Valve Mechanical Lever Hydraulic Controls - Cowl Mounted Standard Displacement Hydraulic Pump Engine Driven Cooling Fan
Hoses	1 Auxiliary Function Hose Group - 2 Hoses Internally Mounted
Wheels & Tires	Standard Tread Width Drive Tire - 6.50 X 10 Pneumatic Shaped Solid - Premium Steer Tires - 5.00 x 8 Pneumatic Shaped Solid

Operator Compartment	84.6" Rectangular Tube - High
	Grid Style Overhead Guard
	Mirrors - Dual Side View - Mounted on the Left and Right Side of Overhead Guard
	2.8" (71mm) Color Touchscreen Display
	Console Tray
	Rear Drive Handle with Horn Button
	Dynamic Stability System
Directional Control	Lever Shift Direction Control - Mounted on Left Hand Side of Steering Column
	On Demand Hydrostatic Power Assist Steering
	Steering Wheel with Spinner Knob
	Steer Column with Infinitely Adjustable Tilt
Seat	Full Suspension Vinyl Seat [Premium]
	Seat Belt - Black - No-Cinch with ELR (Emergency Locking Retractor)
Chassis Options	Hood
Telemetry	Yale Vision Wireless Monitoring - AT & T
	7 Year, Level 1 Telematic Communication and Portal Fees - Monitoring
Lights & Alarms	LED Work Lights - 2 Front, 1 Rear [Premium]
	Manual Work Light Control
	Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A)
	Amber Strobe Light - Ignition Activated
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.
Literature & Nameplate	English Literature Pack and Labels

1400 Sullivan Drive
Greenville, NC 27834



Total Investment

Price Delivered Each	\$38,924.00		
Quoted Quantity	1	TOTAL:	\$38,924.00

Proposal By:	Josh Sheppard	Accepted By:	
Signature:		Signature:	
Date Signed:		Date Accepted:	
		PO Number:	

Terms and Conditions

In consideration of the sum of \$2.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows.

1. Offer of Sale. Offers of sale are based on the terms and conditions found on the front page(s) of this proposal and those provided below. Unless otherwise provided in the proposal, an offer is valid for 30 days. Orders placed by Customer directly or through an approved third-party lessor will constitute an acceptance of these terms and conditions of sale.

2. Orders.

a. Customer may place orders in any mutually agreeable manner. The purchase order will indicate the Products, options, quantity, price, requested delivery dates, "bill to" and "ship to" addresses, tax exempt certifications, if applicable, and any other special instructions. All purchase orders and any contingencies contained in any order are subject to acceptance by Supplier. The prices in Supplier's order acknowledgment are subject to adjustment pursuant to Section 3(a). Supplier may in its discretion accept or decline orders.

b. Either party may cancel a purchase order if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or any insolvency law, whether domestic or foreign, or has wound up or liquidated its business, voluntarily or otherwise.

c. If Customer intends to lease the Products from a third-party lessor, Customer must first obtain Supplier's written consent, which will be subject to, among other things, Supplier's approval of the identity of the third-party lessor and Supplier's receipt of assignment documentation in form and in substance satisfactory to Supplier. Notwithstanding any such assignment, Customer will remain obligated to purchase and/or pay for the Products if Customer's third-party lessor fails to perform its obligations. In the event Products are ready for shipment by Supplier without an order confirmation from Customer's lessor, or lessor fails to pay, Customer authorizes shipment of the Product to Customer, and Customer agrees to pay Supplier the full purchase price net 30 days from the date of invoice.

d. Customer may only cancel an order which has been accepted by Supplier (i) prior to 5 business days after Supplier's acknowledgement of the order, (ii) pursuant to Section 2(b) above, or (iii) if Supplier changes the price of an order as set forth in Section 3(a) by more than 3% below, in which case Customer may cancel the order within 5 business days of having been notified of the price change. Otherwise, Customer may cancel or modify an order only with Supplier's written agreement in its sole discretion. If Supplier agrees to cancel or modify an order, as a condition to such modification or cancellation Customer may be required to pay Supplier's reasonable costs and expenses resulting from the change or cancellation or, alternatively, an administrative charge in the minimum amount of \$250 per change (per request per unit). Changes may also result in rescheduling of customer acknowledgement dates.

3. Prices. Prices quoted by supplier are subject to change without notice.

a. Supplier reserves the right, after order acceptance and outside the Lock-Up Period, to change the price of the Product(s) by (1) increasing the list price or (2) applying a surcharge or other line items to reflect fluctuations in manufacturing costs due to external factors, including but not limited to, government-imposed tariffs on parts, components, or other manufacturing inputs. The "Lock-Up Period" will apply based on the schedule build date (which is available upon request) as follows: (i) Class I, II, IV, and V Products: 16 weeks from the schedule build date; (2) Class III Products: 12 weeks from schedule build date; and (3) Big Trucks: 24 weeks from schedule build date.

b. To the extent third party vendors of batteries, chargers, attachments, or other accessories with separate line items in the proposal increase prices after Supplier has acknowledged an order and prior to the customer acknowledgement date, Supplier reserves the right to increase the price for those items proportionately.

4. Payment. Payment terms for all products shall be Net 30 days from date of invoice. Customer shall pay all installation and freight charges and Taxes imposed by any governmental authority. The term "Taxes" includes, without limitation, applicable federal, state, G.S.T/H.S.T. and provincial sales taxes, levies, customs, import or other duties, tariffs, fees, or assessments levied or collected by a governmental authority in connection with the price, sale, or delivery of the Products (other than taxed levied on Supplier's income). For the avoidance of doubt, the term "Taxes" does not include taxes on parts, components or other manufacturing inputs (i.e., not the finished product), which are addressed pursuant to Section 3(a). If Customer fails to make any payment when due, there will be a monthly service charge of one and one-half percent (1.5%) of the total amount due (equivalent to an annual effective rate of 18% per year) or the maximum legal rate allowed by law, whichever is less. Supplier reserves a security interest in the products until payment in full has been collected and Customer agrees to notify supplier prior to relocation of any product in which supplier has a security interest. Customer shall execute any other document, including a financing statement, security agreement, or other document similar to the UCC-1, necessary to perfect supplier's security interest in the products. Customer authorizes supplier to file at Customer's expense any financing statement relating to the products without Customer's signature, except where prohibited by law.

5. Availability/Supplier Cancellation. Products are subject to availability. Supplier may refuse any order and may cancel any order or any part of an order at any time and for any reason (including without limitation if it would be economically detrimental to the Company to complete such order or delivery due to material changes in market conditions) without penalty, and supplier's sole obligation shall be to return any down payment paid by Customer. If Customer is delinquent in the payment of any invoice, or is otherwise in breach of this agreement, supplier may withhold shipment (including partial shipments) of any order or may require Customer to prepay for further shipments. Supplier retains the right to suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to supplier when, in its opinion, the financial condition of Customer, or other grounds for insecurity warrant such action.

6. Delivery. All products purchased or leased by Customer pursuant to this agreement will be shipped and risk of loss shall pass to Customer, FCA Destination, Incoterms® 2020, freight prepaid and added for deliveries in the United States and Canada, and DAP foreign port of entry, Incoterms® 2020, freight prepaid and added for deliveries to Mexico, South, Central, or Latin America. Freight will be prepaid and added to the invoice. Freight charges included in order acknowledgments are estimates and may be adjusted at the time of invoicing to reflect increases in transportation costs. An estimated shipping date will be established by Supplier upon receipt of orders. Supplier assumes no liability for loss, damage, including consequential damage, due to delays. Supplier will notify Customer of any anticipated delay. Supplier reserves the right to deliver the order in installments. Each installment may be invoiced separately, and Customer will pay each invoice when due. Delay in delivery of any installments shall not relieve Customer

of its obligations to accept remaining installments. Products must be installed by an authorized dealer and must be placed in an environment that conforms to the manufacturer's specifications and requirements.

7. **Warranty.** Supplier warrants each new product sold pursuant to this agreement to be free of defective material and workmanship under proper use and service, in accordance with the terms of the warranty statement published by supplier in effect at the time of delivery of the product. Except as specifically provided in a written warranty statement provided with a product, SUPPLIER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSES. SUPPLIER SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE. Customer's sole remedy and Supplier's liability is limited to the remedy provided in the warranty statement. In the event any parts and/or structural components or appurtenances of a product are altered or modified by Customer without the express written consent of supplier, any and all warranties shall immediately cease and terminate.

8. **Limitation of Liability.** NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE.

9. **Product Returns.** Products shall not be returned to supplier without its written consent. All costs of return shall be the responsibility of Customer.

10. **Data Sharing.** Customer agrees that Supplier may process the business contact information of your employees and information about you as a legal entity ("Contact Information") in connection with Supplier products and services or in furtherance of our business relationship with you. Contact Information can be stored, disclosed internally and processed by Supplier and its subsidiaries, business partners and subcontractors wherever they do business, solely for the purpose described above, provided that these companies comply with applicable data privacy laws related to this processing. Where required by applicable law, Customer represents that they have notified and obtained the consent of the individuals whose Contact Information may be stored, disclosed internally and processed and will forward their requests to access, update, correct or delete their Contact Information to Supplier who will then comply with those requests.

11. **Applicable Law.** For delivery of Products to the United States, Mexico, South, Central, or Latin America, this agreement shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of law rules. Any action or claim arising out of or relating to this Agreement may only be brought in the state or federal district court for Cuyahoga County, Ohio. For delivery of Products to Canada, this agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any action or claim arising out of or relating to this agreement may only be brought in the Province of Ontario. The parties each expressly consent to suit in such forum and waive any objections as to personal jurisdiction, venue, or inconvenient forum. If Customer fails to pay any amounts due to Supplier, Customer shall pay Supplier's costs and expenses of collection, including attorney's and legal fees.

12. **Exclusion of the United Nations Convention on Contracts for the International Sale of Goods.** The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded in accordance with Article 6 of the Convention.

13. **Anti-Bribery and International Trade.** (a) Customer shall comply with all applicable anti-bribery, anti-corruption, and anti-kickback laws, including the U.S. Foreign Corrupt Practices Act, the United Kingdom Bribery Act, and any laws of similar effect applicable in the jurisdictions where the Customer conducts business (collectively 'Anti-Corruption Laws'). Customer acknowledges that these laws may govern conduct occurring outside the United States and United Kingdom. (b) Customer shall comply with all applicable anti-money laundering laws, including the U.S. Currency and Foreign Transactions Reporting Act of 1970 as amended by Title III of the USA PATRIOT Act, the U.S. Trading with the Enemy Act, U.S. Executive Order No. 13224 on Terrorist Financing, 2017 United Kingdom Money Laundering Regulations, and any other law of similar effect applicable in the jurisdictions where it conducts business (collectively 'Anti-Money Laundering Laws'). (c) Customer shall comply with all applicable economic sanctions, export controls, and other restrictive trade measures imposed by the United States, European Union, and United Kingdom, including the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control ('OFAC'), the laws and regulations enforced by the United Kingdom's Export Control Office ('ECO') and Office of Financial Sanctions Implementation ('OFSI'), and any other laws of similar effect applicable in the United States or other jurisdictions where Vendor operates (collectively 'Export Control Laws') (d) Each of the foregoing restrictions with respect to Anti-Corruption Laws, Anti-Money Laundering Laws, and Export Control Laws shall be in addition to any other restrictions on the Customer's sale or transfer of the Products that may exist in any separate written agreement between the Vendor and the Customer and shall be subject to any provisions that may exist in any such separate written agreement regarding receipt of a license from the government of the United States of America to consent to such sale or transfer.

14. **Confidentiality.** Each party shall hold the information it receives in confidence, including, but not limited to, pricing, rebates, and the terms and conditions of this agreement, and shall protect it using at least the same degree of care it uses to protect its own proprietary and confidential information, but in no event may either party use less care than a reasonably prudent person in a like situation. Neither party shall disclose or permit access to the confidential or proprietary information of the other party without the disclosing party's prior written permission, except for supplier's authorized dealers and each party's legal, insurance, and accounting advisors, as appropriate. Any proprietary information concerning supplier, its products, data, documentation, services, or manufacturing processes disclosed to the Customer incident to the performance of this agreement remain the property of supplier, and no rights are granted to Customer in the same. Supplier's confidential information may be used by Customer solely to use or service the products.

15. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any assignment without consent shall be null, void and of no force or effect. Notwithstanding anything contained herein, upon notice to the other party, this Agreement may be assigned to a party's parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering.

16. **Force Majeure.** Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, civil commotion, pandemic or epidemic, labor dispute, unavailability or shortages of materials or any other occurrence beyond its reasonable control.

17. **Supplier's Agents.** No agent, employee, representative or dealer of Supplier has any authority to bind Supplier to any affirmation, promise, representation, or warranty concerning any of the Products.

18. **Notices.** Any notices required or permitted to be given shall be in writing and shall be personally delivered by a recognized overnight courier: to Customer at the address provided to Supplier by Customer; to Supplier at 1400 Sullivan Drive, Greenville, NC 27834.

19. **Originals.** The parties agree that for any transactions subject to this Agreement, facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically and any document created under this Agreement may be maintained in an electronic document storage system, a

1400 Sullivan Drive
Greenville, NC 27834



copy of which shall be considered an original. The parties agree not to raise any objection to the authenticity of this Agreement or any document created, based on the use of a facsimile signature, electronic order or the use of a copy retrieved from an electronic storage system.

20. Severability. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.

21. Language: The parties hereto have expressly required that this agreement and all documents, agreements and notices related hereto be drafted in English language. Les parties aux présentes ont expressément exigé que le présent bon de commande et tous les autres documents, conventions ou avis qui y sont afférents soient rédigés en langue anglaise.

22. Entire Agreement/Modifications. Except as provided above, nothing contained in any purchase order or Customer issued document will in any way serve to modify or add any terms or conditions to the sale of Products by Supplier to Customer pursuant to this agreement. The parties agree that the terms and conditions of any order placed by Customer shall be governed only by these terms and conditions. This Agreement and any exhibits is the full and complete statement of the obligations of the parties relating to the subject matter hereof, and supersedes all previous agreements, understandings, negotiations and proposals. No provisions of this agreement shall be deemed waived, amended, or modified by any party unless such waiver, amendment or modification is in writing and signed by a duly authorized representative of the parties.

1400 Sullivan Drive
Greenville, NC 27834



Hyster-Yale Materials Handling - Contract and Ordering Information

Company Address:

Hyster-Yale Materials Handling, Inc.
1400 Sullivan Drive
Greenville, NC 27834

Government Sales Office (mailing address for order submission):

Josh Sheppard
Hyster-Yale Materials Handling, Inc.
1400 Sullivan Drive
Greenville, NC 27834

Major Account Manager, Govt Sales:	Josh Sheppard
Phone number:	(252) 420-8192
Email Address	josh.sheppard@hyster-yale.com

Business Size:	Large
TIN:	93-0160700
DUNS #:	55-657-9006
CAGE Code:	30076
Unique Entity ID:	D8QCWPDLPN98
NAICS:	333924
DLA Contract	SPM8EC-23-D-0001 exp, 10/25/27 Contact: Robert Spadaro - (215) 737-8253
GSA Contract	47QMCA20D001G exp. 3/30/2025
Sourcewell Contract	053024-HYS exp. 7/23/2028
Payment Terms:	NET 30

Remittance address:

First Class Mail:

Hyster-Yale Materials Handling, Inc.
c/o Bank of America Lockbox Services
P.O. Box 74008435
Chicago, IL 60674-8435

Electronic Funds Transfer:

Bank of America
100 West 33rd Street
New York, NY 10001

Account Name:	Hyster-Yale Materials Handling, Inc.
Transit routing number:	071-000-039
Depositor account number:	8670101751
BIC CODE:	BOFAUS3N

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

Topic:

Water: SCADA Generator Replacement at RCW WTP - Fidelity Power Systems (Sparks, MD)
\$41,331.02

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_-_SCADA_Generator_Replacement.pdf
CONSENT_SCADA_GENERATOR_05272025.pdf
POWER_TECHNIQUE_CONTRACT.pdf
QUOTE_WATER-RCW_SCADA_GENERATOR.docx

Description

Signed Consent Form
CONSENT GENERATOR
FOR SCADA
SOURCEWELL
CONTRACT
QUOTE GENERATOR

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funding is available in the FY25 Capital Budget. Approval will require a budget transfer as detailed on page 1.

Tyler
Puffenberger

Digitally signed by Tyler
Puffenberger
Date: 2025.04.04 08:36:42 -04'00'

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Hagerstown Department, CN=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location
Date: 2025.05.07 13:39:38 -04'00'
Font PDF Editor Version: 13.1.5

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Puffenberger 5/13/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - funding has been identified from another project to cover this cost.

Michelle Hagen 5/13/25

Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle Hagen 5/13/25

Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

<p>(1) Department Director and Division Manager</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>
<p>(2) Purchasing Agent</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>
<p>(3) Chief Financial Officer</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>
<p>(4) City Administrator</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>



Solicitation Number: 020923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Power Technique North America LLC, 1059 Paragon Way, Rock Hill, SC 29730-0121 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Portable Construction Equipment with Related Accessories and Attachments from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 20, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

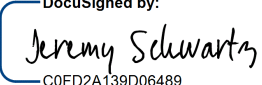
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

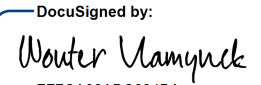
Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Power Technique North America LLC

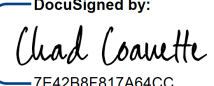
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

4/12/2023 | 7:32 PM CDT
Date: _____

DocuSigned by:

By: FF7CA02ABC694BA...
Paul Scozzari
Title: BDM Customer Success – Air OEM and Key Accounts

5/1/2023 | 11:45 PM PDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

5/2/2023 | 6:51 AM CDT
Date: _____

RFP 020923 - Portable Construction Equipment with Related Accessories and Attachments

Vendor Details

Company Name: Power Technique North America LLC

Does your company conduct business under any other name? If yes, please state: Atlas Copco Power Technique

Address: 1059 Paragon Way
Rock Hill, SC 29730

Contact: Paul Scozzari

Email: paul.scozzari@atlascopco.com

Phone: 315-439-7295

Fax: 315-439-7295

HST#:

Submission Details

Created On: Thursday February 02, 2023 07:12:19

Submitted On: Thursday February 09, 2023 11:16:09

Submitted By: Paul Scozzari

Email: paul.scozzari@atlascopco.com

Transaction #: c54f94b5-26a1-48ce-953e-8457f13ef9cb

Submitter's IP Address: 136.226.2.86

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	POWER TECHNIQUE NORTH AMERICA LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Atlas Copco Chicago Pneumatics	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Atlas Copco	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: W5Y5TS3DDN68 CAGE/NCAGE: 7Z8T6	*
5	Proposer Physical Address:	1059 Paragon Way Rock Hill, SC 29730-0121 USA	*
6	Proposer website address (or addresses):	https://www.atlascopco.com/en-us/construction-equipment	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Paul Scozzari BDM Customer Success - Air OEM and Key Accounts 1059 Paragon Way Rock Hill, SC 29730 Mobile: 315-439-7295 E-mail: paul.scozzari@atlascopco.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Paul Scozzari BDM Customer Success - Air OEM and Key Accounts 1059 Paragon Way Rock Hill, SC 29730 Mobile: 315-439-7295 E-mail: paul.scozzari@atlascopco.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	NA	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Great ideas accelerate innovation. At Atlas Copco Power Technique we turn industrial ideas into leading edge technology in air, power and flow solutions. Our passionate people, expertise and service bring sustainable value to industries everywhere. Atlas Copco Power was founded in 1873 and will celebrate our 150th anniversary this year.	*
11	What are your company's expectations in the event of an award?	As we have experience from prior award, we will continue to promote Sourcwell to our dealer through our regional sales managers, by educating and assisting in development of product opportunities.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	* A for Standard & Poors Corp * A2 for Moody's Investors Service	*
13	What is your US market share for the solutions that you are proposing?	Approximately 40% across all products and brands.	*
14	What is your Canadian market share for the solutions that you are proposing?	Approximately 35% across all products and brands.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Power Technique North America, operating as Atlas Copco and Chicago Pneumatic brands is a manufacturer. We go to market through our authorized dealer/distributors, who are third party.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Business Certs: Duns & Bradstreet Quality Certs: ISO 9001:2008, ISO 14001:2004, OHSAS 18001:2007	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NA	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	*Atlas Copco Founded in 1873 celebrates 150 years of Innovation in 2023. *HRIA best product award in 2021 for E-Air H250VSD	*
20	What percentage of your sales are to the governmental sector in the past three years	2%	*
21	What percentage of your sales are to the education sector in the past three years	1%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell @	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NA	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
NA	NA	NA	*
NA	NA	NA	*
NA	NA	NA	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
NA	Government	Florida - FL	Military Sub Contractor	\$10-\$2,000,000	\$3,000,000	*
NA	Government	California - CA	Municipal - Water Authority	\$500,000	\$1,000,000	*
NA	Government	Texas - TX	Military Sub Contractor	\$10-\$395,000	\$408,160	*
NA	Education	Texas - TX	Municipal - Highway departments	\$10-\$40,000	\$250,000	*
NA	Non-Profit	New York - NY	Olympic Development/temp power.	\$10- \$75,000	\$145,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	PTNA currently has 34 regional sales managers across US and Canada, who work with our dealer network. Org chart attached.	*
27	Dealer network or other distribution methods.	PTNA works through our network of both National Rental, CAT Network and Independent dealers, who are located through-out the US and Canada.	*
28	Service force.	PTNA currently has 5 regional service centers across the US and Canada, with 32 service technicians. Service centers work on equipment needs that are above the scope of our traditional dealer networks capability or capacity. Org chart attached.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Opportunities are entered and tracked on our customer data base system (C4S) by a Sourcewell specific campaign. PTNA invoices our dealer network. Our dealer network quotes/invoices to Sourcewell members. Ordering process attached.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Any service escalations not handled by our dealer network are routed through our toll-free customer service number (800)- 732-6762, which can address customer service issues, parts ordering and technical support.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Power Technique North America has a full structure of support throughout all 50 states.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our products and services are offered both in the US and Canada equally. We have the same structure of Regional Sales Managers, Service support and dealer network in Canada, as we do in the US.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NA	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NA	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	NA	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Please see uploaded marketing strategy.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Digit marketing is promoted through the following; Showpad, GMB, Website optimization, LinkedIn, facebook, social media optimization and Digital Advertising.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	I see Sourcwells role to be assistance in promotion of the contract and cooperative purchasing in general, along with the passing of leads from inquiring Sourcwell members.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer an equipment familiarization with all products sold. Additionally technical maintenance training can be scheduled on request. Technical training has a cost for small groups but is included for no additional charge on groups of 10 or more participants.	*
41	Describe any technological advances that your proposed products or services offer.	All of our trailered equipment can come with our Fleetlink Telematics system. Our diesel Air compressors come with ECO Mode as standard for fuel economy savings.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Atlas Copco has science based targets to reduce our emissions by 46% by 2030. Detailed slide attached.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All of our diesel units are Tier 4 Final emissions certified and labeled as such. Our E-Air VSD electric line of compressors has twice the service interval as their standard diesel counterparts.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NA	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We offer a wide range of range of OEM products (air, power and flow) through our multi-brand strategy.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, for a specified period of time. Warranty statement attached.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, see warranty statement attached.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	There are no geographic restrictions. Our primary service network of repair is through our dealer network. Warranty repairs that are unable to be performed by our dealers would route through our regional service centers.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Other OEM components are passed through to original OEM.	*
51	What are your proposed exchange and return programs and policies?	NA	*
52	Describe any service contract options for the items included in your proposal.	Service contracts are available as per machine or fleet requirements. Primary contact is dealer network and then PTNA Regional Service Cneter.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Sourcwell members are invoiced through our dealer network and therefore subject to their payment terms.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	See attached gov/educational finance/lease doc.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sourcwell members are invoiced through our dealer network and therefore subject to their payment terms.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	NO	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing Model documents uploaded for US and Canada.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	35% discount from current list price on all factory new equipment and After Sales Protection Plan.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	NA	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	35% discount from current list price on all factory new equipment standard options.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Factory and destination Freight along with any pre-delivery inspections, are not included in pricing submittal.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Factory freight policy documents uploaded for US and Canada. Final destination delivery to Agency ship to is charged at local dealer rate if equipment is not picked up by Agency at dealer location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	US- Factory freight policy document includes provisions for Alaska and Hawaii.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Factory distribution is through our local dealer network. Sourcewell Agencies have the option to pick up equipment from the local dealer to reduce total freight costs.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We offer a 35% discount off of our list price to Sourcewell Members on all machines, factory options and extended warranties. This is better than what is offered to other GPOs, or cooperative procurement organizations. As we do not set end user pricing with our dealers for any other product sales. Additionally, it has been decided that Sourcewell is the only cooperative procurement organization we will partner with.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All opportunities, quotes and orders are entered into our customer database system (C4S) and tracked through a Sourcewell specific campaign. Orders are then tracked by our credit and finance team through a PowerBi report. Our dealers are required to send us copies of their invoices to Sourcewell members to both confirm pricing. We also use these invoices to calculate sales totals for paying Sourcewell administration fee.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We will track activity and sales through opportunity campaigns in our customer database system (C4S) and orders received/invoiced reports in PowerBi.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Sourcewell Admin fee is paid at 2% net of sale.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are an OEM offering full lines of Air, Power and Flow products.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Air- diesel and electric air compressors, along with pneumatic, hydraulic and gas-powered tools. Power- diesel and gas powered generators, electric light towers and energy storage units. Flow- surface (4"-12") and submersible (2"-6") pumps.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Air Compressors	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a full range of diesel and electric portable compressors from 110-1800 cfm and 100-500 psi.	*
72	Light Towers	<input checked="" type="radio"/> Yes <input type="radio"/> No	We currently offer an electric light tower.	*
73	Generators	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a full range of generators from 2kW- 1000kW. We also offer energy storage systems up to 250kW and 520 KWh	*
74	Pressure Washers	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
75	Welders	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
76	Aerial Equipment (scissor lifts/manlifts)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	
77	Pumps (less than 30 HP)	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a full line of surface and submersible pumps.	
78	Soil Compaction Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 79. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
 3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - PTNA Feb 1 2023 price lists.zip - Thursday February 09, 2023 11:09:26
 - [Financial Strength and Stability](#) - 20220321_Atlas_Copco_publishes_its_annual_report_for_2021.pdf - Thursday February 09, 2023 10:46:26
 - [Marketing Plan/Samples](#) - digital-dealer-guide-july-2021.pdf - Thursday February 09, 2023 11:13:19
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - PTNA LLC - base Warranty US.pdf - Thursday February 09, 2023 10:47:32
 - [Standard Transaction Document Samples](#) - Sourcwell process for C4C and quotes (1).pdf - Thursday February 09, 2023 11:12:10
 - [Upload Additional Document](#) - AC Overview.pptx - Thursday February 09, 2023 10:49:24

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Paul Scozzari, BDM OEM and Key Accounts, Power Technique North America LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Portable_Construction_Equipment_RFP_020923 Tue January 24 2023 09:14 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Portable_Construction_Equipment_RFP_020923 Wed December 28 2022 01:43 PM	<input checked="" type="checkbox"/>	1



Bid Date: 03/20/2025

Project: City of Hagerstown - SCADA at RC Willson

REHLKOPOWER SYSTEMS

Model: 40REOZK

kW: 40

Voltage: 120/208

Phase: 3

Wire: 4

Hertz: 60

Fuel: Diesel

Cooling: Radiator

Configuration: Outdoor

Bill of Materials

Qty (1) Generator configured as follows:

Certifications:

- Engine is factory certified to meet EPA Emergency Standby emissions
- UL2200

Options Installed on Generator:

Controller:

- APM402 Digital Generator Set Controller with digital display of voltage, amperes, frequency, accumulated run time, oil pressure and water pressure, rotary/push button selection, integral voltage regulation with +/-0.5% regulation, integral generator protection & Modbus communication.
 - Controller options:
 - Dry Contacts I/O module
 - Run Relay
 - Manual Speed Adjust

Enclosure:

- Rehlko factory Sound Attenuated outdoor weather housing, with internally mounted critical silencer designed to reduce ambient noise level to approximately 75 dBA at 23 Feet.

Fuel Tank:

- 133 gallon capacity, sub-base fuel tank UL 142 Listed, double-wall construction, equipped with fuel level gauge, low level alarm, and fuel-in-rupture-basin-alarm.
- Sized to run for 24 hours at 100% load.

Engine Options:

- Electronic Governor
- Steel skid base with end caps and lube oil drain extension
- Initial fill of Lube Oil and Anti-Freeze
- Qty (1) Battery Set with Cables
- Rehlko Battery Charger -installed 10 Amp
- Block Heater
- Alternator Strip Heater

Circuit Breaker

- (1) Square D, 150 amp circuit breaker
 - Thermal magnetic trip
 - 80% rated



Ship Loose Items:

- Qty (1) Remote Emergency Stop
- Qty (1) Remote Annunciator
- Qty (1) Operations and Maintenance Manual (electronic copies available)

Testing and Warranty:

- Certified Factory Test Report
- Factory 0.8 Power Factor Test
- Job Site Delivery - Off loading by Others
 - Generator to be delivered in 1 Piece
 - Unit overall Dimensions: 91.3"L x 42.1"W x 72.4"H
 - Overall weight: 2953 lbs.
- Initial Startup and Customer Demonstration
- Jobsite 2-hour load test with portable resistive load bank – during normal business hours assuming reasonable access
NOTE: If reasonable access is not provided additional costs may apply
- Warranty: 1 Year begins on date of start-up
- Quarterly Preventative Maintenance Agreement

Transfer Switch:

- **(1) Kohler Automatic Transfer Switch, Model KSS-ACTA-0200S**
200 amps, 208 V / 60 Hz, 3 pole, 4 wire, NEMA 1
Mechanism: Standard Transition: Standard
ATS Warranty: 1 Year begins on date of start-up

SCOPE

This proposal was prepared using the following specifications, drawings and addendums:

Customer request only
No specs or drawings

Clarifications and Notes:

1. All fuel required shall be by others.
2. No anchor bolts are included with our proposal
3. Any installation not specifically mentioned in this proposal will be by others.
4. No infra-red, emissions or third party testing is included as a part of this proposal.
5. Lugs other than those provided as standard on the proposed circuit breakers and ATS's shall be provided by others.
6. If items are marked as "ship loose", they shall be installed by others.
7. Rehlfkorecommends using Belden #9841 or equivalent (shielded twisted-pair cable) for all communication wiring to the generator annunciator panel.
8. Fidelity Power Systems makes NO Representation of outlined equipment's ability to fulfill requirements for EPA, state or local emissions requirements. All stack testing onsite, Fidelity Power Systems will be provided in a separate proposal for this service.
9. Federal & State code compliance is strictly the responsibility of the owner and their engineers or representatives.
10. All Fidelity Power Systems standard terms and conditions apply.
11. If any videotaping/recording is required during training/demonstration sessions it shall be performed by others.
12. All start-up, training/demonstration, and/or load bank testing to be performed during normal business hours only (8:00am-4:30pm, Monday-Friday). Any work requested to be performed outside of normal business hours and/or weekends will be billed at an additional charge.



13. Any lead time shown is as of day of bid. Lead times listed on this proposal are estimates only and are subject to change at any time. Customer to verify lead time prior to release of equipment to production.
14. Fidelity Power Systems will require a customer purchase order/contract to proceed with any submittals/documentation.
15. A customer purchase order does not constitute a formal release of equipment to production, nor does it hold pricing. Equipment will be released/ordered from the receipt of an approved submittal and/or customer direction to release equipment. At time of release for production, pricing may be subject to change.
16. If this order is cancelled for any reason at any time, Fidelity Power Systems reserves the right to charge cancellation fees.
17. Buyer will be responsible for any price increases that Seller incurs as a result of any tariffs and/or surcharges imposed on the equipment and materials reflected in its scope of work, including any tariffs and/or surcharges on any component parts of the equipment and materials. In the event Seller incurs any such tariff-related and/or surcharge-related price increases, Buyer will issue a change order to Seller to adjust the contract price to reflect the tariff-related and/or surcharge-related price increases.
18. Buyer will be responsible for any price increases that Seller incurs as a result of any tariffs and/or surcharges imposed on the equipment and materials reflected in its scope of work, including any tariffs and/or surcharges on any component parts of the equipment and materials. In the event Seller incurs any such tariff-related and/or surcharge-related price increases, Buyer will issue a change order to Seller to adjust the contract price to reflect the tariff-related and/or surcharge-related price increases.

Pricing Policy: The equipment and services listed in this quotation constitute the only items being offered and are our interpretation of the specifications and application requirements. No other items or accessories are included or implied. Fidelity Power Systems is quoting this project as a material supplier only and is therefore exempt from provisions in the contract documents, if any, pertaining to subcontractor performance and retainage.



Note: This Proposal is automatically rescinded if the Buyer does not accept the Proposal, including the attached Terms and Conditions within **10 days** from the Bid Date designated on the first page of this Proposal. Due to volatile market conditions in existence at the time that this Proposal was issued, Fidelity Power Systems cannot guarantee the pricing, or any time frames enumerated in this Proposal, unless the Proposal is accepted by the Buyer within 10 days of the Bid Date. In the event the Buyer issues a purchase order to accept the terms of this Proposal, and such purchase order is received more than 10 days after the Bid Date, such purchase order will be deemed ineffective to bind Fidelity Power Systems, unless the purchase order expressly incorporates this Proposal and the attached Terms and Conditions, and such purchase order is accepted in writing by an officer of Fidelity Power Systems.

Sales Tax: This quotation does not include any applicable sales or use taxes. In the event that the Project is tax exempt, Buyer shall provide Seller with a copy of the applicable tax-exempt certificate at the time that the Proposal is accepted.

Item	List Price	Sourcwell Member Discount	Net Price
Genset	\$45,104.00	32%	\$30,670.72
ATS	\$3,314.00	30%	\$2,319.80
Batteries	\$300.00	5%	\$285.00
1-year generator PM contract (4 visits)	\$2,750.00	5%	\$2,612.50
Freight	\$2,500.00	5%	\$2,375.00
Start-Up & Testing	\$2,000.00	5%	\$1,900.00
Tariff Surcharge Fee	\$1,168.00	0%	\$1,168.00
Total Sourcwell Price			\$41,331.02

REHLKO Awarded Contract: 09222-KOH	REHLKO Contract Maturity Date: 11/22/2026
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Rehlko Tariff Surcharge Fee is included in above price and this fee is an estimate and subject to change without notice. Please note, the surcharge fee will be recalculated based on the current tariff environment and adjusted at time of invoicing.

Thank you for the opportunity to provide this quotation – David Alexander
Please feel free to contact me with any further inquiries 1-800-787-6000 ext. 2576

PAYMENT TERMS: Net 30 days. All generators, switches, and equipment must be paid for in full prior to start-up when factory warranty certification goes into effect. Fidelity Power Systems retains the title to said property and accessories until paid in full. Acceptable methods of payment include check, ACH, Visa, MasterCard, American Express. Credit card payments subject to a convenience fee equal to 3% of the Total System Price plus tax (if applicable).

FREIGHT TERMS: FOB Jobsite

TERMS AND CONDITIONS



1. The Proposal, if accepted in accordance with the express terms of the Proposal, shall be referred to in these Terms and Conditions as the "Contract". The Contract shall be deemed to have been entered in the State of Maryland. All acts in fulfillment of the Contract order which are performed outside of the State of Maryland are intended and shall be construed as interstate commerce and not as business done by Seller as a foreign corporation in any other state; no claims or rights to the contrary shall be asserted.
2. **Acceptance of the Proposal:** The Buyer may only accept this Proposal by issuing a purchase order to Fidelity Power Systems so that it is received by Fidelity Power Systems. In the event Buyer attempts to accept this Proposal via a purchase order: (a) this Proposal and the Terms and Conditions (attached) shall be incorporated by reference into the purchase order; and (b) any terms and conditions printed on or incorporated by reference into such purchase order shall be of no effect. If, prior to the Buyer's formal acceptance of the Proposal, Fidelity Power Systems performs any administrative functions with respect to the Proposal, including but not limited to the delivery of submittals or similar documentation to the Buyer or to Buyer's representative, such conduct shall be considered an accommodation to the Buyer and shall not be deemed to constitute conduct that creates a contractual relationship between the Buyer and Seller with respect to any materials, equipment and/or services enumerated in this Proposal.
3. Seller will provide standard Manufacturer's warranties on equipment furnished under this contract, but no other service or guarantee is given unless otherwise stated in this form. The Buyer guarantees all workmanship, equipment and material for the period specified on the first page of this contract, from the date the system is started up for the beneficial use of the Owner, or upon completion of the Buyer's work defined herein, whichever occurs first.
4. The Contract, its price and performance are all subject to delays or inability to perform caused by or resulting from labor scarcity, strikes, either on the work performed pursuant to the Contract or any other work affecting the same directly or indirectly, lockouts, accidents, fire, floods, breakdowns, war, riot, rebellion, lack of material, delays of transportation, acts of Government, including but not restricted to priorities and allocations, regulations, or any other Government agency, judicial authority, acts of God, or any other cause beyond the Seller's ability to obtain materials with priorities, allotments, or certificates, as furnished by the Buyer.
5. Deliveries may be withheld at any time if Seller believes that Buyer's credit has become impaired or if payments are not promptly made as provided herein, but Buyer remains liable for all shipments previously made and for damages suffered by the Seller. In the event Buyer requires Seller to delay shipment or erection of the equipment under this Contract, payment for the equipment shall not be withheld on such account and Buyer agrees to pay to the Seller any increased cost of loss caused by said delay. In the event the Buyer breaches this Contract in any manner, the Seller shall be under no obligation to make further shipments and may elect to retain any deposit and any other payments to be applied by Seller against any damages sustained by Seller as a result of Buyer's breach of the Contract, or the Seller may pursue any legal or equitable remedy as provided by law. In the event the Buyer shall return the said property without the consent in writing of the Seller, the Seller may store the same at the expense of the Buyer, and upon receipt of written demand by the Seller, the Buyer shall reimburse the Seller for any associated costs to store the equipment. In case of default in the terms of payment, as stated herein, the Buyer agrees to pay the full amount of indebtedness due, plus charges and fees stated on the first page of this Contract.
6. It is understood that the Seller will be provided with all the usual construction services such as light, power, water, toilet facilities, storage space, trash removal from common trash site, and any other space requirements including free and unobstructed access necessary in conjunction with this Contract without cost to Seller.
7. The title and ownership of goods called for and furnished hereunder shall remain entirely with Seller and until such time the Buyer shall have made final payment. In case of default, Seller may repossess the goods covered hereunder, wherever found, and shall not be liable in any action of law, on the part of Buyer, for such reclamation of its property, property, including any damages to the Project, nor for the return of any money or monies which may have been paid by the Buyer in partial payment therefore. The Buyer shall provide and maintain adequate insurance for the equipment herein specified against loss or damage by fire or other causes during the time between delivery and final payment, in an amount fully protecting the Seller, and loss or damage by fire or other causes within such period shall not relieve the Buyer from its obligation under this contract. under the Contract. In the event of such loss or damage by fire or other causes, the Buyer shall be responsible for paying any insurance deductibles or self-insured retention associated with any claims associated with such loss or damage by fire or other causes.
8. Any changes which increase the cost of to the Seller with respect to the furnishing and/or installation of the materials, equipment and/or services under this Contract, including, but not limited to, architectural changes, interference with other trades, relocation of equipment, duct work, grilles, registers, piping, insulation, etc. shall be considered extra work not included in the price quoted in this Contract. The additional cost of this work will be billed to the Buyer
9. Back Charges-No claim for services rendered or materials, equipment and/or services furnished by the Buyer to the Seller or purportedly on behalf of the Seller shall be made unless authorized in writing by the Seller prior to the Buyer incurring any costs associated with the rendering of services or the furnishing of materials or equipment by Buyer unless the Seller shall have unreasonably refused to give such authorization.
10. Liability of Seller arising out of the design, manufacture, sale, erection or performance of the equipment hereunder, or its use whether on the warranties or otherwise, except as herein provided, shall not in any case exceed the cost of correcting defects in

the equipment or workmanship. In no event shall the Seller be liable for consequential, liquidated, or special damages, unless agreed to herein. Seller shall not be liable for any defective material or material repaired or replaced without Seller's written consent, nor shall Seller be liable for any damages sustained as a direct or indirect result of vandalism, misuse and/or the failure to properly maintain the equipment and/or materials in accordance with the Seller's and/or Manufacturer's instructions.

11. Buyer and Seller acknowledge that pandemics and/or epidemics may severely impact the location where the services will be performed. As a result, in the event of a pandemic and/or epidemic, Federal, State and Local guidelines and requirements may be imposed and modified, which may impact the timing and cost of the services under the Agreement.

Buyer and Seller agree that: (1) Buyer and Seller will both use commercially reasonable efforts with respect to the services under the Agreement; (2) Buyer and Seller and their respective employees, agents and representatives will comply with applicable Federal, State and Local government quarantines, shelter-in-place orders, regulations, executive orders and/or directives, including but not limited to any recommendations or requirements of the Centers for Disease Control, U.S. Department of Labor, U.S. Department of Health and Human Services, and/or any comparable State or Local agencies (collectively, "Pandemic/Epidemic Requirements"); (3) Buyer and Seller will both use commercially reasonable efforts to keep each other informed of pertinent updates or developments regarding their obligations to comply with Pandemic/Epidemic Requirements; and (4) if Seller's performance of the services under the Agreement is delayed, suspended and/or effected by Pandemic/Epidemic Requirements and/or by their direct or indirect impacts, Seller shall be entitled to adjustments to the schedule and/or the prices under the Agreement, provided Seller notifies Buyer within a reasonable period of time after Seller learns of the delay, suspension and/or effect.

12. Orders submitted on Buyer's own purchase form, which forms may contain statements, clauses, or conditions modifying, adding to, repugnant to, or inconsistent with these Terms and Conditions, and it is expressly agreed that the rights and liabilities of the Buyer and Seller shall be determined solely by these Terms and Conditions and the Contract, and by accepting the Proposal, Buyer agrees that Seller and Buyer shall not be deemed in any way to have changed, enlarged, or modified their respective rights or obligations as set forth in the Contract and these Terms and Conditions.
13. Payment to the Seller of amounts due under this Contract shall not be contingent upon, nor shall it be delayed by, prior payment of any insurance claim to a third party by the Buyer or representative thereof.
14. Any additional work performed will be billed on a time and material basis as an extra. The installation is based on all work performed at regular working hours from 8:00 A.M. to 4:30 P.M., Monday through Friday. If overtime is required or requested, Buyer will be billed an additional charge at a time and one-half rate.
15. A service charge of 1.5% per month will be applied to all balances over 30 days, unless Buyer and Seller mutually agree otherwise. If the Seller engages legal counsel to recover any monies due under this Contract or to enforce any of its rights under this Contract, Buyer agrees that it shall be liable to reimburse Seller all reasonable attorney's fees, expert fees, any other litigation expenses, and court costs incurred by Seller, plus pre-judgment interest and post-judgment interest.
16. IN THE EVENT OF A DISPUTE ARISING OUT OF THIS CONTRACT, BUYER AND SELLER AGREE THAT SUCH DISPUTE SHALL BE RESOLVED BY LITIGATION FILED IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND OR IN THE CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND, AND THE BUYER AND SELLER CONSENT TO SUCH VENUE AND TO THE PERSONAL JURISDICTION OF THE STATE OF MARYLAND. THE BUYER AND SELLER THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MARYLAND, EXCLUSIVE OF ITS CONFLICT OF LAWS PRINCIPLES.
17. This Contract, including its Terms and Conditions, constitutes the sole agreement between the Buyer and Seller hereto and correctly states the rights, duties, and obligations of each party as of the date of the Contract. In the event that any term, condition, provision, requirement or specifications set forth in this Contract conflicts with or is inconsistent with any term, condition, provision, requirement or specification contained in any other document, the provisions of this Contract shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this Contract are not binding. All subsequent modifications shall be in writing and signed by authorized representatives of the Buyer and Seller.

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

Topic:

Water: Utility Breaker for RCW Water Plant – Capital Electric (Hagerstown, MD) \$23,500.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_-_Utility_Breaker_for_RCW_Water_Plant.pdf

CONSENT_BREAKER_REFURB_05272025.pdf

QUOTE_BREAKER_REPAIR_05272025.pdf

Description

Signed Consent Form

CONSENT UTILITY
BREAKER RCW

QUOTE UTILITY
BREAKER

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funds are available in the FY25 Water Operating Budget.

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.05.14 13:27:28-04'00'
Foxit PDF Editor Version: 13.1.6

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.05.14 13:27:37-04'00'
Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - need stated w/9

T. J. DeFranco 5/15/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brian C. 05/15/25
Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle Agee 5/15/25
Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Proposal Name: MR25_052 City of Hagerstown Breaker

Quote Name: MR25_052 City of Hagerstown Breaker

Proposal Number: P-250424-5206205

Quote Number: Q-5918561

Quote Effective Date: 05/02/2025

Through Addenda Number: 0

Sales Representative: Marty Rafter

Conditions of Sale

Except as otherwise provided below, this Quotation is subject to Coordinated Project Terms. See <https://www.schneider-electric.us/en/download/document/0100PL0043>

Notwithstanding any provision to the contrary in the referenced Coordinated Project Terms or any other documentation provided in connection with this proposal, this quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

Terms and Conditions

The work described in this quotation shall be governed by Schneider Electric USA's Standard Terms and Conditions of Sale, which may be found at: www.schneider-electric.us/termsandconditions

This proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Schneider Electric.

Introduction

Per our understanding of your request and associated correspondence, Schneider Electric USA, Inc. (SEUSA) Services has based our offer on the information contained within this proposal. If any changes are made to the proposed scheduling, scope of work or bill of material this proposal will need to be revised which may result in a price change.

Unless otherwise noted, an outage will be required to perform the proposed scope of work. Duration of this outage to be determined at time of scheduling.

If any additional electrical or mechanical defects are found during our investigation, these will be brought to your immediate attention. Authorization for these repairs and their costs will be agreed upon before any additional work is performed.

Scope of Work

SEUSA Services will perform the Scope of Work identified in this proposal per the following price:

Item #	Scope of Work	Price
2	Designation : Breaker Reconditioned C5 Product Details : 1-SRVODSMVCOR-Reactive Maintenance on MV Assembled Products ----- SCOPE OF WORK Schneider Electric to perform Breaker Reconditioning C5 on (1) VR breaker FO# 17-27669503-001. -----	\$23,500.00

Price

This proposal is subject to the following:

- > Price quoted does not include any state, federal, or local taxes.
- > Service will be scheduled after receipt of order.
- > If tax exempt, exempt certificate must accompany purchase order.
- > Payment is due upon receipt of invoice.
- > Schneider Electric will perform A C-5 on customer supplied Square D Type VR . If any additional electrical or mechanical defects are found during our investigation, these will be brought to your immediate attention. Authorization for these repairs and their costs will be agreed upon before any additional work is performed
- > See attached document for more details (Medium Voltage C5 WorkScope.doc).

Shipment Clarification

All lead-times referenced within this proposal are estimates only, unless specifically noted as a committed ship date. Due to the extreme volatility and shortages in the commodities markets, lead-times may increase. We will do what we can, within our control, to hold lead-times. In the event that a lead-time may increase, we will notify you as soon as we are aware, to lessen the impact to the project.

Pricing Clarification

Due to the extreme volatility in the commodities and labor markets, **this quotation is valid for only 30 days.** Currently there is extreme volatility in the steel, copper, plastics, and labor due to the evolving market conditions. We will do our best to hold pricing, but there are many factors beyond our control and these potential increases would be passed along to the customer. **It is also assumed that this project will be executed within 12 months of PO issuance.** If the execution timeline of this project exceeds this timeframe, any price escalations would also be passed along to the customer.

This proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity outside your organization in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Capital Electric.

Terms and Conditions of Sale for Quotes – Capital Lighting & Supply, LLC

- A. Capital Lighting & Supply, LLC (“Seller”) assumes no responsibility whatsoever for any interpretation of bid documents, plans, or specifications provided to Seller (i.e., customer shall be solely responsible for ensuring interpretation of such documents, plans and/or specifications and for conformity and appropriateness of all goods and services ordered in comparison to same).
- B. Prices are subject to change at any time prior to shipment unless otherwise agreed in writing signed by an authorized Seller representative.
- C. Pricing and estimated delivery dates are based solely on the quantities and specific products and/or scope of services identified in this quote. Seller may refuse, terminate, or change pricing, estimated dates, and other terms of its offer if customer requests changes or deviations from the original quote. Unless an authorized Seller representative accepts customer’s proposed deviations in an explicit signed agreement modifying this quotation, any such proposed deviations are automatically rejected, void, and of no force or effect.
- D. Quotation does not include special mounting or installation hardware, equipment options, accessories, samples, spares, or mock-up equipment unless otherwise noted.
- E. Seller is not responsible for the design of the project or any goods supplied.
- F. Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing.
- G. Pre-shipment of anchor bolts is plus freight.
- H. Where applicable, fabrication and shipment of goods can only be made after Seller receives the following: (i) purchase order conforming to this Quotation, (ii) customer’s verification and approval of technical information, (iii) approved Submittal Drawings, and (iv) credit approval.
- I. Lead times are strictly estimates. Seller is not responsible for ship dates beyond estimated dates unless Seller’s President or VP Finance otherwise explicitly agrees in a signed writing as part of this Quotation and then only to the extent so agreed.
- J. All orders are FCA Shipping Point, prepaid and billed, unless otherwise noted in quote.
- K. Logistic solutions, storage, handling, kitting, expedited or special delivery, testing, including, but not limited to, infrared scanning and NETA testing, spares, start-up, installation, commissioning, arc flash studies, and other services are excluded unless otherwise specified in this quote. Please contact your Seller representative for additional information on any such services if desired.
- L. This quotation and any transactions related to this quotation are subject to Seller’s published Terms & Conditions of Sale at <https://www.capitalelectricsupply.com/about/terms>, which shall control in the event of a conflict with any other terms. This quotation and all related transactions are also subject to the applicable manufacturer’s published warranties, including all applicable disclaimers, exclusions, and limitations.
- M. This quotation constitutes Seller’s confidential information, and customer shall not share or distribute this quotation to third parties other than to the extent reasonably necessary to process the transactions contemplated herein with Seller.
- N. Unless otherwise expressly agreed in a separate writing signed by Seller’s President or VP Finance, Seller does not agree and is not subject to any contractual flow-down or pass-through terms from customer, including, but not limited to, DFARs, FARs, Prime Contracts, Minority Business requirements, Buy America Act, etc.

The above Pricing is good for 30 days, if you have any questions please contact Scott Hassler with Capital Electric Supply. Scott.hassler@capitalelectricsupply.com or at 240 217 1614

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

Topic:

Wastewater: Flow Meter Replacement Hagerstown WWTP – Callas Contractors, LLC
(Hagerstown, MD) \$599,400.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Wastewater_-_Flow_Meter_Replacement.pdf
CONSENT_CALLAS_FLOW_METERS_05272025.pdf
BUDGET_TRANSFER_REQUEST_SUMMARY_05272025.pdf
P1846.25_BID_TAB.pdf
CALLAS_BID_FLOW_METER_INSTALLATION.pdf

Description

Signed Consent Form
CONSENT CALLAS
BUDGET TRANSFER
SUMMARY
BID TAB
CALLAS BID

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Please see attached Budget Transfer Request to cover the cost of this work. Flow meters have been purchased and work will begin in June 2025.

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.05.06 16:39:29-04'00'
Foxit PDF Editor Version: 13.1.6

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.05.06 16:39:47-04'00'
Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler French 5/13/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brian Gann 05/13/25

Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle Ager 5/13/25

Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

<p>(1) Department Director and Division Manager</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
<p>(2) Purchasing Agent</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
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JANUARY 2025 (APPROVED AMOUNT \$1,650,825.00)				
Budget Summary for Budget Transfers				
Account:	C0584	C0585	5474001-5306	5471501-5374
Budget	\$ 2,000,000.00	\$ 500,000.00	\$ 1,500,000.00	\$ 750,000.00
Budget Adj	\$ (5,761.00)	\$ -	\$ -	\$ -
Actual	\$ (1,035,092.87)	\$ (9,330.00)	\$ (65,477.34)	\$ (40,681.69)
POs	\$ (271,985.86)	\$ (5,750.00)	\$ (404,281.74)	\$ 20,270.47
Balance	\$ 687,160.27	\$ 484,920.00	\$ 1,030,240.92	\$ 729,588.78
Transfer Amount	\$ 550,000.00	\$ 300,000.00	\$ 800,000.00	\$ 550,825.00
Account Balance After Transfer	\$ 137,160.27	\$ 184,920.00	\$ 230,240.92	\$ 178,763.78

MAY 2025 - FOR APPROVAL ON MAY 27, 2025					
Budget Summary for Budget Transfers					
Account:	C0584	C0585	C0745	5474001-5306	5471501-5374
Budget	\$ 2,000,000.00	\$ 500,000.00	\$ 1,295,000.00	\$ 1,500,000.00	\$ 750,000.00
Budget Adj 02/2024	\$ (5,761.00)	\$ -	\$ -	\$ -	\$ -
Budget Adj 01/2025	\$ 1,650,825.00	\$ (300,000.00)	\$ -	\$ (800,000.00)	\$ (550,825.00)
Budget Adj 02/2025	\$ 50,000.00		\$ -		\$ (50,000.00)
Actual	\$ (1,489,530.74)	\$ (15,863.44)	\$ (55,984.17)	\$ (208,448.63)	\$ (95,162.61)
Purchase Orders	\$ (2,042,535.04)	\$ (2,256.00)	\$ (16,436.00)	\$ (300,705.54)	\$ (12,935.00)
Balance	\$ 162,998.22	\$ 181,880.56	\$ 1,222,579.83	\$ 190,845.83	\$ 41,077.39
Transfer Request 05/27/2025	\$ 700,000.00	\$ (100,000.00)	\$ (500,000.00)	\$ (100,000.00)	\$ -
Account Balance After Transfer	\$ 862,998.22	\$ 81,880.56	\$ 722,579.83	\$ 90,845.83	\$ 41,077.39

City Of Hagerstown
Finance Department
Tabulation Report

Title: Services for Flow
No: Meter Replacement
Deadline Date/Time: P1846.25
Contact Person: 4/8/25 @ 2:00PM
Tyler French

Company Name	Total Price	Vendor Forms	Addendum I	Addendum II
Callas Contractors, LLC	\$599,400.00	Yes	Yes	Yes



Callas Contractors, LLC
10549 Downsville Pike
Hagerstown, MD 21740
Tel 301.739.8400
Fax 301.739.7065

April 08, 2025

City of Hagerstown
Finance Department
1 East Franklin Street, 4th Floor
Hagerstown, Md 21740
Tyler French

Re: Flow Meter Replacement Hagerstown WWTP

Callas Contractors LLC will engage Xylem Dewatering Solutions (Godwin Pumps) to set up temporary bypass pumping. There will be (4) 12" Godwin Critical Silenced diesel pump sets. One primary, one secondary and a backup for each. These pumps will control the plant flow with level controllers with automatic start and stop. Pumps have an alarm call out system to the appropriate personnel. Suction and discharge will be hard piped with HDPE pipe.

Callas Contractors will start with the 24" Filter Influent flow meter FE-420. It will take Godwin pumps approximately 5 days to set up. Callas Contractors will also do preliminary set up to remove this meter. Aluminum grating needs to be removed, and a gantry put in place to safely remove and replace this meter. Once pumps are in place they will test run 48 hours to be sure there are no issues with the amount of flow through the plant. If there is an issue it will be corrected and another 48-hour test run. If there are no issues during the 48-hour test run Callas Contractors will remove and replace this meter. Calibration and start up scheduled for the following day. During this bypass Callas Contractors can also remove and replace a 36" static mixer in a vault that is in the same pipeline if the owner chooses to do so. Additional quote letter attached.

Godwin Pumps will relocate bypass pumping to the ENR vault to replace one 6" flow meter OINJ-MFM-830 and one 30" flow meter REA-MFM-800. The pump bypass relocation will take approximately 5 days. Godwin will test run 48 hours again and without any issues Callas Contractors will remove and replace both flow meters. Calibration and startup scheduled the following day for both meters.

During the relocation of the bypass pumps. Callas Contractors will remove and replace one 4" flow meter DG-MFM-1 in the Digester Building and one 4" flow meter OP-MFM-1 in the Operations Building. Calibration and start up scheduled for both the following day.

Callas Contractors will remove and replace one 20" flow meter LY-MFM-003 in the Excess Flow Meter Vault. Under normal plant operations this line is empty and only sees flow above 15 MGD. We should be able to schedule replacement during normal or low flow and not need bypass pumping. Callas Contractors will have to remove the vault lid to access the flow meter and replace it after flow meter is replaced. Calibration and start up will be scheduled the following day.

Callas Contractors will remove and replace the two headworks open channel transducers FE-041 and FE-042. Replace existing brackets and hardware with stainless steel. Calibration and start up the following installation.

Thank you,



JR Bothell

Project Manager

Callas Contractors, LLC

10549 Downsville Pike

Hagerstown, MD 21740

Cell 240-818-1494

Phone 301-739-8400 Ext 126

jrbbothell@callascontractors.com



Callas Contractors, LLC
10549 Downsville Pike
Hagerstown, MD 21740
Tel 301.739.8400
Fax 301.739.7065

April 08, 2025

City of Hagerstown
Finance Department
1 East Franklin Street, 4th Floor
Hagerstown, MD 21740
Attn: Tyler French

Re: Hagerstown WWTP-36" Statiflo Static Mixer

Dear Tyler,

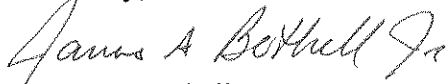
Callas Contractors proposes pricing to provide all work associated with supply and replacement of a 36-inch Statiflo static mixer during the bypass for the filter influent flow meter FE-420 as requested for the lump sum amount of:

Sixty-Nine Thousand Three Hundred Dollars..... \$69,300.00

Inclusions:

- Supply one (1) 36-inch Statiflo static mixer
- Remove existing 36-inch static mixer in vault
- Reconnect Ferric Chloride and Methanol lines
- Supply rubber tire excavator to lift and set mixer
- Clean up work area when finished.

Sincerely,



James A. Bothell Jr.
Estimator/Project Manager
Callas Contractors LLC.

JAB/em
cc: File



Callas Contractors, LLC
10549 Downsville Pike
Hagerstown, MD 21740
Tel (301) 739-8400
Fax (301) 739-7065

PREVIOUS PROJECTS FROM THE LAST 5 YEARS

1. LOCATION: 20304 Youtree, Knoxville MD> 21758
PROJECT DESCRIPTION: Up Grades to the existing Youtree Springs.
CONTRACT PERSON: David Dunn City Administrator.
PHONE: 301-834-7500

2. LOCATION: MCI-WWTP, 1891 Roxberry Rd. Hagerstown
PROJECT DESCRIPTION: Replace Backflow Preventer, Filter Pipe Replacement, Valve Replacement.
CONTACT PERSON: Greg Brown
PHONE: 443-223-0086

3. LOCATION: MCI- Maryland Correctional Institute
PROJECT: Relocate existing blower to top of existing wall. Install Concrete Pad, new blower & Pipe.
CONTACT PERSON: Greg Brown
PHONE: 443-223-0086

4. LOCATION: Town of Woodsbro-Cooper Oaks WBPS
PROJECT DESCRIPTION: Demo existing Pump skid and new Triplex Booster System; F&I Valve box and bypass Pump.
CONTACT PERSON: Mary E. Rice
PHONE: 301-898-3800

5. LOCATION: Hagerstown Commons
PROJECT: Replace Pump Station
CONTACT PERSON: Olen Clark
PHONE: 610-386-6075 Cell-484-666-1954

The First Choice For Over 65 Years



Callas Contractors, LLC
10549 Downsville Pike
Hagerstown, MD 21740
Tel 301.739.8400
Fax 301.739.7065

April 08, 2025

City of Hagerstown
Finance Department
1 East Franklin Street, 4th Floor
Hagerstown, Md 21740
Tyler French

Re: Flow Meter Replacement Hagerstown WWTP – Submission C

Callas Contractors LLC (Callas) did the major upgrade to the Hagerstown WWTP in 1980 through 1983. Callas have been back through the years upgrading different areas of the plant and have bid and priced many other improvements. We are very familiar with the daily operations of Hagerstown WWTP. We still employ personnel that worked on the original upgrade and the many improvements since.

Thank you,

JR Bothell

Project Manager

Callas Contractors, LLC

10549 Downsville Pike

Hagerstown, MD 21740

Cell 240-818-1494

Phone 301-739-8400 Ext 126

jrbothell@callascontractors.com



Callas Contractors, LLC
10549 Downsville Pike
Hagerstown, MD 21740
Tel (301) 739-8400
Fax (301) 739-7065

April 08, 2025

Callas Contractors LLC currently has approximately \$12.5 million in active work on hand, supported by a bonding capacity of \$60 Million.

The First Choice For Over 60 Years



Callas Contractors, LLC
10549 Downsville Pike
Hagerstown, MD 21740
Tel (301) 739-8400
Fax (301) 739-7065

References

Andy Cooper
801 South Caroline Street
Baltimore, MD. 21231
Email: acooper@wrallp.com
Phone: 443-224-1796

Mitch Leech
Construction Contract Analyst
McKinley Architecture and Engineering
910 Sheraton Drive Suite 200
Mars, PA. 16046
Phone: 724-719-6975

Mark Bradshaw
Washington County Division of
Environmental Management
16232 Elliot Parkway
Williamsport MD. 21795
Email: mbradshaw@washco-md.net
Phone: 301-991-8176
240-313-2600

Robert Koning P.E.
Professional Engineering Services
10702 Mapleville Rd.
Hagerstown, MD. 21742
Phone: 240-329-1962
Email: Robert. Koning@me.com

Skip Anderson
AT&T
11782 Hanging Rock Rd.
Clear Spring, MD. 21722
Phone: 240-313-7091

The First Choice For Over 65 Years

Proposal No. P1846.25
 Services for Flow Meter Replacement WWTP
 Bid Submission Form

Appendix A: Proposal Response Form

I agree to meet the minimum requirements set forth in these specifications and any documents attached for the total price each number stated below.

Company Name: Callas Contractors, LLC

No.	Meter	Qty	Description	Price
1	FE-420 Filter Influent	1	24-inch flow meter requiring isolation and bypass flow	\$224,400.00
2	LY-MFM-003, OP-MFM-1, DG-MFM-1, FE-041, FE-042	5	Various flow meters as depicted in Appendix C and described in the RFP.	\$42,200.00
3	REA-MFM-800 Plant Effluent & OINJ-MFM-830 O2 Injection	2	30-inch flow meter requiring isolation and bypass flow and 6-inch flow meter requiring bypass	\$213,500.00
4	-	1	Unforeseen Conditions Contingency	\$50,000
			Total Price, valid for 90 days from bid submission.	\$530,100.00

We have also submitted:

- A. The proposed methodology for contract performance. ☒ yes [] no
- B. Minimum of five (5) installations in the last five (5) years documented experience in removal and installation of maintenance of valves and/or flow meters in an operating wastewater treatment facility where flow diversion or shutdown was required. ☒ yes [] no
- C. Statement of current workload and availability to commence the project in Section 6. ☒ yes [] no
- D. Five (5) references related to B and C above, including date work was performed, name of facility, plant name and contact details for person overseeing the work. ☒ yes [] no

Proposal No. P1846.25
Services for Flow Meter Replacement WWTP
Bid Submission Form

Appendix A: Proposal Response Form continued.

BIDDER'S MUST STATE THE FOLLOWING:

COMPANY NAME: Callas Contractors, LLC

CONTACT NAME: Mark T. Clites President

TELEPHONE NUMBER: 301-739-8400

EMAIL: mclites@callascontractors.com

ADDRESS: 10549 Downsville Pike

CITY: Hagerstown STATE: MD. ZIP 21740

This form was completed and submitted by: Mark T. Clites
(Please print or type full name)

Title of Individual: President

Signature of Individual: 
Mark T. Clites

Appendix A: Proposal Response Form continued.

SIGNATURE TO BID

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

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

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

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

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

SIGNATURE:  Date: April 1, 2025
Mark T. Clites

Bidder acknowledges receipt of Addenda by initialing the following. Initial next to only Addenda published by City and reviewed by Bidder. Do NOT initial all boxes unless six (6) Addenda published. Failure to initial appropriate boxes is grounds for disqualification.

Addendum No. 1	3/18/2025	Addendum No. 2	4/1/2025	Addendum No. 3	
Addendum No. 4		Addendum No. 5		Addendum No. 6	

Proposal No. P1846.25
Services for Flow Meter Replacement WWTP
Bid Submission Form

Appendix A: Proposal Response Form continued.

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

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

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

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

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

BIDDER'S COMPANY/FIRM: Callas Contractors, LLC

ADDRESS: 10549 Downsville Pike Hagerstown, MD. 21740

AUTHORIZED SIGNATURE: 

NAME AND TITLE PRINTED: Mark T. Clites, President

TELEPHONE & FAX NUMBER: 301-739-8400

EMAIL: mclites@callascontractors.com

DATE: No expiration date FEDERAL EMPLOYER'S IDENTIFICATION NO. 52-1954184

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

☐ Yes

☒ No

Proposal No. P1846.25
Services for Flow Meter Replacement WWTP
Bid Submission Form

Appendix A: Proposal Response Form continued.

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

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

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

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

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

	4-1-2025
Signature Mark T. Clites	Date

Callas Contractors, LLC
Company Name

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Callas Contractors, LLC
10549 Downsville Pike
Hagerstown, MD 21740

OWNER:

(Name, legal status and address)

City of Hagerstown, Maryland
Office of the City Clerk
1 East Franklin Street, 2nd Floor
Hagerstown, MD 21740

BOND AMOUNT: Ten Percent (10%) of the Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Services for Flow Meter Replacement at the
Hagerstown Wastewater Treatment Plant
PROPOSAL NO. P1846.25

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Incorporated in: Pennsylvania

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

Signed and sealed this 19th day of March, 2025.



James Bothell
(Witness) James Bothell Secretary

Mal-Ling Rodriguez
(Witness) Mal-Ling Rodriguez

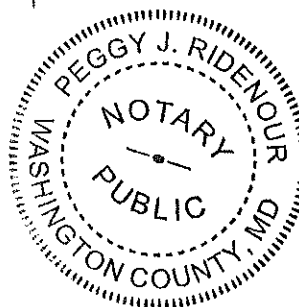
Callas Contractors, LLC
(Contractor as Principal) (Seal)

Mark T. Clites
(Title) Mark T. Clites President

Philadelphia Indemnity Insurance Company
(Surety) (Seal)

Laura L. Brown
(Title) Laura L. Brown, Attorney-in-Fact

Peggy J. Ridenour
Exp 12/12/2025



Init.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Hossay Mattin, Stephen J. Mainello, Robert T. Crawley, Laura L. Brown, Mai-Ling Rodriguez, Rush H. Seale, Lori A. Rupp, Christine Helm, of RCM&D, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

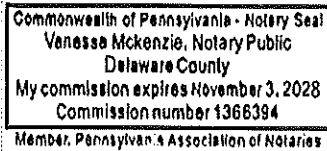


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Linwood, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19th day of March, 2025.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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

Topic:

Wastewater: Annual Pelletizer Operations Contract – NEFCO/Synagro (Baltimore, MD)
\$1,700,704.22

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Wastewater_-_NEFCO_Pelletizer_Operating_Expense.pdf

Signed Consent Form

CONSENT_NEFCO_FY26_CONTRACT_05272025.pdf

CONSENT
NEFCO/SYNAGRO
OPERATING
CONTRACT FY26

FY2026_ESCALATION_ESTIMATE_05272025.pdf

FY26 ESCALATION
ESTIMATE

PROFESSIONAL_SERVICES_CONTRACT_AUG_22_2023.pdf

NEFCO CONTRACT

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS See attached memorandum for overview of the service contract. Contract is for 10-years with two (2) five-year renewal options under mutually agreeable terms. The Service Contract was approved as a New Business on August 22, 2023. Funding is included in the FY26 Wastewater Operating Budget.

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.05.13 11:47:36-04'00'
Foxit PDF Editor Version: 13.1.6

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.05.13 11:47:58-04'00'
Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler France 5/15/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve. FY26 Budget.

Brian Curran 05/15/25

Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle Ayer 5/15/25

Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

<p>(1) Department Director and Division Manager</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>
<p>(2) Purchasing Agent</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>
<p>(3) Chief Financial Officer</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>
<p>(4) City Administrator</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>

City of Hagerstown
Annual Service Fee Estimate
For Fiscal Year Beginning July 1, 2025

CPI-WS (Estimate)	5.20%
ECI (Estimate)	3.2

Base Fee Escalation Factor

$$\begin{aligned} &= 1 + [(CPI-WS \times 0.25) + (ECI \times 0.75)] \\ &= 1 + [(.052 \times 0.25) + (.032 \times 0.75)] \\ &= 1.037 \end{aligned}$$

Initial Base Fee	\$	1,591,807.35
Annual Base Fee Escalation Factor		1.03700

Base Fee Estimate	\$	1,650,704.22
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Variable Fee Escalation Factor

$$\begin{aligned} &= 1 + (CPI-WS) \\ &= 1 + (.052) \\ &= 1.052 \end{aligned}$$

Initial Variable Fee	\$	72.91
Annual Variable Fee Escalation Factor		1.052

Variable Fee Estimate	\$	76.70
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Asset Management Fee Escalation Factor

$$\begin{aligned} &= 1 + [(CPI-WS \times 0.25) + (ECI \times 0.75)] \\ &= 1 + [(.052 \times 0.25) + (.032 \times 0.75)] \\ &= 1.037 \end{aligned}$$

Initial Asset Management Fee	\$	104,075.00
Asset Management Fee Escalator		1.037

Asset Management Fee Estimate	\$	107,925.78
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**OPERATIONS AND MAINTENANCE SERVICES FOR PELLETIZER
FACILITY OPERATION**

PROFESSIONAL SERVICES AGREEMENT

Between

City of Hagerstown, MD



And

New England Fertilizer Company



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Table of Contents

PROFESSIONAL SERVICES AGREEMENT	4
ARTICLE I – SERVICE AGREEMENT TERM.....	4
ARTICLE III – SCOPE OF SERVICES	11
3.1. Availability of Facilities	11
3.2. Permits	11
3.3. Management and Operations	12
3.4. Metering and Weighing	15
3.5. Laboratory Testing.....	15
3.6. Maintenance, Asset Management and Capital Items.....	16
3.7. Permits and Licenses.....	18
3.8. Safety Requirements	18
3.9. Inventory and Equipment.....	18
ARTICLE IV– CITY RESPONSIBILITIES	18
4.1. Maintenance of Wastewater Treatment Plant.....	18
4.2. Existing Condition of Facility, Inventory and Equipment.....	18
4.3. Utilities.....	19
4.4. Certain Chemicals	19
4.5. Software Agreements.....	19
4.6. City Liaison.....	19
4.7. Pretreatment Regulations.	19
4.8. City’s Responsibility for Solids Disposal Costs during Uncontrollable Circumstances.	19
ARTICLE V– ANNUAL SERVICE FEE	20
5.1. Service Fee	20
5.2. Calculation of Annual Service Fee	20
5.3. Base Fee	20
5.8 Annual Adjustment Limits on Escalation	22
5.9 Cost Substantiation for Service Fee Adjustments	23
5.10 Estimates and Unavailability of Data	23
5.11 Procedures for Cost Adjustment to Extraordinary Items Component (EIC)	23
5.13 EIC for Penalties, Fines or Damages	24
ARTICLE VI – STATUS OF SERVICE PROVIDER.....	24

ARTICLE VII: INSURANCE, BONDS AND GUARANTY	24
7.1. Service Provider Insurance Coverage.....	24
7.2. Performance Bond.....	26
7.3. Corporate Guaranty.....	26
ARTICLE VIII: INDEMNIFICATION.....	27
ARTICLE IX: CYBERSECURITY PREREQUISITES	27
ARTICLE X: COMPENSATION	27
ARTICLE XI: AVAILABILITY OF FUNDS.....	28
ARTICLE XII: INSPECTION OF BOOKS AND RECORDS	28
ARTICLE XIII: RECORD RETENTION	28
ARTICLE XIV: COMPLETE AGREEMENT.....	28
ARTICLE XV: CONTRACT MODIFICATIONS AND/OR RENEWAL.....	28
ARTICLE XVI: BREACH	29
16.1. Breach	29
16.2. Service Provider Events of Default	29
16.3. City Events of Default	30
16.4. Termination on Default	31
16.5. Survival of Certain Rights and Obligations	31
ARTICLE XVII: TERMINATION FOR CONVENIENCE	31
ARTICLE XVIII: TERMINATION FOR CAUSE	32
ARTICLE XIX: ASSIGNMENT AND SUBCONTRACTING.....	32
ARTICLE XX: GOVERNING LAW AND VENUE.....	32
ARTICLE XXI: DISPUTE RESOLUTION	33
21.1. Scope.....	33
21.2. Covenant to Continue Work	33
ARTICLE XXII: SERVICE PROVIDER UNCONTROLLABLE CIRCUMSTANCES	33
22.1. Service Provider Uncontrollable Circumstances	33
ARTICLE XXIII: UPFRONT CAPITAL, PERFORMANCE DAMAGES AND INCENTIVES	34
ARTICLE XXIV: ENFORCEMENT	34
24.1. Service Provider Enforcement Cooperation	35
EXHIBIT 1 – MANAGED ASSETS/SITE DESCRIPTION	38
EXHIBIT 2 – PERMITS, APPROVALS, AND LICENSING.....	39
EXHIBIT 3 – UPFRONT CAPITAL ITEMS	40
EXHIBIT 4 – SAMPLE SERVICE FEE	42
EXHIBIT 5 - REPORTS.....	45

EXHIBIT 6 – GUARANTY FORM.....	47
EXHIBIT 7 – PERFORMANCE GUARANTEES	48
ATTACHMENT A – FEDERAL CLAUSES	53
ATTACHMENT B – DISPUTE RESOLUTION.....	54

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement entered into effective the ____ day of _____, 2023 by and between the City of Hagerstown, Maryland, hereinafter referred to as “City” on behalf of the Utilities Department, and New England Fertilizer Company, hereinafter referred to as “Service Provider”. City and Service Provider are each hereinafter referred to as a Party and collectively, the Parties.

ARTICLE I – SERVICE AGREEMENT TERM

This contract shall commence upon the issuance of a Notice to Proceed by the City and shall continue through June 30, 2033. This contract will have the option of two (2) renewals for five (5) calendar years each. Either party may provide written notice to the other of its request to extend no later than 18-months before the end of the term. Within 3-months of receipt of the notice, the other party shall accept or reject the renewal. If the party rejects the renewal request, the Contract shall terminate on June 30, 2033.

ARTICLE II – DEFINITIONS

As used in this Service Agreement, and except as expressly provided herein, Capitalized terms shall have the meanings set forth in this section, and if not defined here, their ordinary meaning.

- 2.1. *Affiliate* – Shall mean with respect to any Person, any other Person that controls, or is controlled by or under common control with, such Person.
- 2.2. *Applicable Law* - Shall mean any statute, law, charter, regulation, ordinance, rule, judgment, order, decree, permit, license, requirement, approval or restriction of the appropriate Governmental Authority having jurisdiction, or any interpretation or administration of any of the foregoing by the appropriate Governmental Authority charged with the responsibility for the foregoing, applicable from time to time to the ownership, possession, operation, improvement, expansion, equipping, design or financing of the Facilities and/or the Collection System or the performance of obligations under this Service Agreement or any other Facility Agreement, whether now or hereinafter in effect; provided, however, that any such statute, law, charter, regulation, ordinance, rule, judgment, order, decree, permit, license, requirement, approval, restriction, interpretation, or administration is lawful and binding. Applicable Law includes, without limitation, Environmental Laws.
- 2.3. *Base Flow and Load* - The annual average quantity (volume and dry tonnage basis) of solids delivered to the sludge holding tank from the Wastewater Treatment Plant.
- 2.4. *Biosolids* – Shall mean solids, meeting 40 CFR Part 503 Class A specifications, produced at the Facilities during, or result from, the processing of Influent Solids received at the Facilities.

- 2.5. *Business Day* – Shall mean a day other than a Saturday or Sunday or day on which the City or the Service Provider is required or permitted by Applicable Law to be closed for business (without consideration of whether the Facilities are open or closed).
- 2.6. *Capital Items* – Shall mean any addition, alteration, improvement, or other change to the Facilities that is capitalized under generally accepted accounting principles and exceeds the City’s \$50,000 threshold that is defined for the Asset Management Fee.
- 2.7. *CFR* - Shall mean the Code of Federal Regulations, as amended from time to time.
- 2.8. *Change in Law* – Shall mean any of the following which shall occur after January 1, 2023: (a) the lawful enactment, adoption, promulgation, modification, repeal, or change in interpretation by the appropriate Governmental Authority charged with responsibility therefore of any Applicable Law (excluding Federal or State income tax law).
- 2.9. *City* – Shall mean City of Hagerstown, a municipal corporation of the State of Maryland.
- 2.10. *City Code* – Shall mean the Code of the City of Hagerstown, Maryland, as amended from time to time.
- 2.11. *City Charter* – Shall mean the Charter of the City of Hagerstown.
- 2.12. *City Fault* – Shall mean (i) the failure or refusal of the City or its agents, employees, contractors, representatives, or officials to perform any covenant or obligation under this Service Agreement or any other Facility Agreement or (ii) any action, failure to act or circumstance described in ARTICLE XVI.
- 2.13. *Clean Water Act* - Shall mean Title 33 of the United States Code, Sections 1251-1387, as amended from time to time.
- 2.14. *Collection System* - Shall mean the sewage collection system located in the Service Area of the City and connected to the Facilities, including, without limitation, all interceptors, storage facilities, pumping stations and treatment facilities.
- 2.15. *COMAR* – Shall mean the Code of Maryland Regulations, as amended from time to time.
- 2.16. *Commencement Date* - Shall mean the date established in the Notice to Proceed.
- 2.17. *Contract Year* - Shall mean the 12-month period commencing on July 1st of any calendar year and ending on June 30th of the following calendar year during the Term, except that the first Contract Year shall be from the Commencement Date through the next June 30th.
- 2.18. *Corrective Maintenance* - Shall mean any maintenance activity which is required to correct a failure that has occurred or is in the process of occurring. This activity includes maintenance (1) that is necessary to restore, repair or return a Managed Asset

to the proper and safe operation or intended function after a failure or defect, or both, occurs; (2) identified from the performance of planned maintenance; or (3) required to address an emergency.

- 2.19. *Consumer Price Index* – Shall mean the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services as further defined in Section 5.3.
- 2.20. *Daily Flow* - Shall mean the average amount of Influent received at the Facility in a calendar month divided by the number of days in the month that the Facility was operating, or in the event that such method of determining Influent received daily at the Facility is inconsistent with Applicable Law, any other method of determining Influent received daily at the Facility that is consistent with Applicable Law.
- 2.21. *Designated Representative* - Shall mean one or more individuals (including a consultant to the City), but in no event more than eight (8) individuals, authorized by the City from time to time in a written instrument delivered to the Service Provider to act on behalf of the City under this Service Agreement.
- 2.22. *Effective Date* - Shall mean the date first above written on which this Service Agreement was made and entered into.
- 2.23. *Effluent* - Shall mean the recycle streams discharged from the Facilities, but not including Biosolids.
- 2.24. *Enforcement Response Plan* - Shall mean the City's enforcement response plan.
- 2.25. *Environmental Claim* - Shall mean any civil, criminal or administrative action, suit, communication (written), demand, claim, hearing, citation, notice, warning, consent decree, contract right, notice of violation, investigation, judgment or order by any person or entity lawfully authorized to issue, bring, give or make the same alleging, claiming, concerning or finding liability or potential liability arising out of, based on or resulting from, in whole or in part the actual or alleged presence, threatened release, release, emission, disposal, storage, treatment, transportation, generation, manufacture or use of any Hazardous Substance or waste at or from any location.
- 2.26. *Environmental Laws* - Shall mean, ordinance, permits, authorizations, approvals, registrations and licenses, administrative orders, judicial decrees, judgments or requirements, relating to pollution or protection of the environment, natural resources or human health.
- 2.27. *EPA-Region III* - Shall mean United States Environmental Protection Agency – Region III.
- 2.28. *Extraordinary Items Component (EIC)* - Shall have the meaning given this term in ARTICLE V.
- 2.29. *Escalation Factor* – Shall have the meaning given to this term in ARTICLE V, Section 5.3 and Section 5.4.

- 2.30. *Facilities* – Shall mean the City’s Pelletizer Facility located in Hagerstown, Maryland, and more fully described in Exhibit 1, and as modified or expanded over the term of this Service Agreement.
- 2.31. *Federal Bankruptcy Code* – Shall mean Title 11 of the United States Code, as amended from time to time.
- 2.32. *Fiscal Year* – Shall mean a twelve (12) month period commencing on July 1st of any calendar year and ending on June 30th of the following calendar year.
- 2.33. *Governmental Approvals* – Shall mean all approval, authorizations, certifications, consents, exemptions, filings, leases, licenses, permits, registrations, and rulings required by or with any Governmental Authority in order to operate, maintain and improve the Facilities or otherwise meet the requirements of this Service Agreement.
- 2.34. *Governmental Authority* – Shall mean any Federal, State, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity.
- 2.35. *Guaranty Agreement* - Shall mean the Guaranty Agreement of Synagro Technologies, Inc. in substantially the form attached hereto as Exhibit 6.
- 2.36. *Hazardous Substance* – Shall mean any chemical, pollutant, contaminant, toxic substance, hazardous or extremely hazardous material or substance, waste, radioactive material, or oil and petroleum product, as such terms or any similar terms are used under any applicable Environmental Laws.
- 2.37. *Influent Solids* – Shall mean a blend of thickened primary and waste activated solids conveyed to the Facility from the sludge holding tank at the WWTP.
- 2.38. *Influent Wastewater* – Shall mean domestic, commercial, institutional, industrial, and other wastewater, and inflow and infiltration of stormwater into the pipes, interceptors and other facilities which collect and transport such wastewater conveyed to the WWTP.
- 2.39. *MDE* – Shall mean the Maryland Department of the Environment and its successors.
- 2.40. *mgd* – Shall mean million gallons per calendar day.
- 2.41. *NEFCO* – Shall mean the New England Fertilizer Company or the Service Provider.
- 2.42. *NPDES Permit* – Shall mean the National Pollutant Discharge Elimination System wastewater discharge permit being Permit No. MD0021776 issued on 12/01/2019.
- 2.43. *Non-Specification Influent* – Shall mean any Influent that does not meet the criteria defined in ARTICLE II, Section 2.58.

- 2.44. *Operating Items* – Shall mean means any expenditure that is reasonably necessary for operation, maintenance, or administration of the Facilities and that is not a Capital Item expenditure.
- 2.45. *Performance Guarantees* – Shall mean the guarantees set forth in Exhibit 7 of this Agreement.
- 2.46. *Permits* – Shall mean any and all permits and licenses necessary for the Service Provider to fulfill its obligations under this Service Agreement, including without limitation, the Required Permits.
- 2.47. *Person* – Shall mean a corporation, partnership, business trust, trust, joint venture, Service Provider, firm or individual or any Federal, State or local government.
- 2.48. *Pre-Existing Environmental Condition* – Shall mean the presence on the Site of any Hazardous Substances on or prior to the Commencement Date, including without limitation, any underground storage tanks that exist on the Site on or prior to the Commencement Date and are regulated under Environmental Laws.
- 2.49. *Predictive Maintenance* – Shall mean the process of monitoring equipment condition, failure symptoms and/or performance, comparing against base conditions, and performing Preventive or Corrective Maintenance when the failure symptoms deteriorate past acceptable levels.
- 2.50. *Preventive Maintenance* – Shall mean routine and/or repetitive activities required or recommended by the equipment supplier, manufacturer or Service Provider to maximize the service life of the Facilities.
- 2.51. *Reconciliation Accounting* – Shall mean the accounting analysis performed at the end of fiscal year to reconcile and true-up the Service Fee estimate provided prior to the beginning of a fiscal year with the total Service Fee costs incurred during the fiscal year.
- 2.52. *Required Permits* – Shall mean the Permits listed in Exhibit 2.
- 2.53. *RFP* – Shall mean the request for proposal for the operation and maintenance services for Pelletizer Facility operation, Solicitation Number P1768.23, released by the City on December 9, 2022, and the addenda issued with any changes to the RFP document.
- 2.54. *Service Agreement* – Shall mean this Professional Services Agreement dated the Effective Date, by and between the City and the Service Provider, as such agreement may be amended, restated or supplemented from time to time.
- 2.55. *Service Provider* – Shall mean New England Fertilizer Company or NEFCO, and its successors and permitted assigns.
- 2.56. *Service Provider Fault* – Shall mean failure of the Service Provider to comply with the terms and/or conditions of this Service Agreement.

2.57. *Site(s)* - means the site(s) of the Facilities described in Exhibit 1.

2.58. *Specification Influent* – Shall mean Influent Solids meeting the following criteria:

- a. Has a minimum solids concentration of 2.5% total solids by weight and a maximum solids of 6.5% by weight;
- b. Capable of meeting 40 CFR 503.13 Table III quality requirements for beneficial use provided herein when dried, exclusive of any additives introduced during processing and/or any substance(s) introduced during maintenance and/or capital improvements by the Service Provider;
- c. Does not contain toxic substances or Hazardous Substances;
- d. Does not contain PCBs exceeding US EPA Final PCB Ban Rule;
- e. Contains a minimum of 50% volatile solids;
- f. Has a PS fraction between 25% and 75%;
- g. In quantities less than or equal to 42,000 gallons per day or 14,500 pounds of solids per day.

Any Analytical Testing required to establish the above listed criteria shall be done per approved Standards Methods for Wastewater testing; *provided, however*, testing for PCBs or Hazardous Substances not otherwise set forth in the City's NPDES Permit shall not be performed by the City but may be conducted by Service Provider at Service Provider's cost and expense.

2.59. *State* – Shall mean the State of Maryland.

2.60. *Subcontract* – Shall mean any contract or purchase order made by Service Provider, or by any Subcontractor to the Service Provider, for services, equipment, labor, materials, supplies, or other items to perform the obligations of the Service Provider under this Service Agreement.

2.61. *Subcontractor* – Shall mean any Person, other than the employees of the Service Provider or the City (as the case may be), who contracts with the Service Provider or the City (as the case may be) to furnish services, equipment, materials, labor, supplies, or other items in connection with this Service Agreement.

2.62. *Term* – Shall mean the period of time beginning on the Commencement Date and ending June 30, 2033.

2.63. *Uncontrollable Circumstances* - Shall mean an event or condition which (i) has an adverse effect on the rights or obligations of the parties under this Service Agreement, or upon the Facility, including its operation and maintenance (ii) with respect to Service Provider, will cost more than \$10,000 per year or \$50,000 in a single instance, to overcome (including payments of fines as well as liquidated damages hereunder);

and (iii) is beyond the reasonable control of, and is not also the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Service Agreement on the part of the party relying thereon as justification for a delay in or non-performance of, and is not also the result of the willful or negligent act, error or omission failure to exercise reasonable diligence action by the impacted Party required under this Service Agreement, including but not limited to:

- a. An Act of God, (except reasonably anticipated weather conditions normal for the geographic area of the Site), landslide, lightning, earthquake, hurricanes, flood, acts of a public enemy, war, blockade, insurrection, riot, civil disturbance, or similar occurrence;
- b. A Change in Law; provided that a Change in Law promulgated by the City or an instrumentality thereof shall not be an Uncontrollable Circumstance impacting the City;
- c. Labor disputes, strikes, work slowdowns or work stoppages except for those labor disputes, strikes, work slowdowns or work stoppages solely involving the Service Provider;
- d. Supply chain disruption resulting in long lead times and material shortages;
- e. Loss of, or inability to obtain, service from a utility necessary to the operation and maintenance of the Facilities;
- f. The receipt by Service Provider of Non-Specification Influent; or
- g. A violation of the City's source control program;
- h. The non-claiming Party's fault; or
- i. A Pre-Existing Environmental Condition that materially impacts the ability of a Party to perform its obligations under this Agreement or imposes or could impose liability on a Party.

2.64. *Upfront Capital Items* - means Capital Items that are required under this Agreement to be implemented upon the inception of this Agreement, and as more fully described and identified as such in Exhibit 3.

2.65. *USC* – Shall mean the United States Code, as amended from time to time.

2.66. *USEPA* – Shall mean the United States Environmental Protection Agency.

2.67. *User Rate* – Shall mean the rates and charges assessed, established or levied by the City¹ Council of Hagerstown in accordance with the City Code, as amended from time to time, for wastewater for any purpose and at any point in or outside the City of Hagerstown, either by meter, fixed charge or otherwise.

2.68. *WWTP* – Shall mean the wastewater treatment plant that is owned and operated by

the City and is the source of the biosolids delivered to the Pelletizer Facility.

ARTICLE III – SCOPE OF SERVICES

The City hereby engages the services of Service Provider, with said services to be rendered to the Utilities Department herein referred to as the “City” as defined below (see also ARTICLE II for Definitions).

The scope of work required of the Service Provider is to provide Operations and Maintenance Services for the Pelletizer Facility (services), located within the Wastewater Treatment Plant complex, at 1 Clean Water Circle, Hagerstown, Maryland. The Service Provider shall perform the services as stated herein.

3.1. Availability of Facilities

The City grants the Service Provider the right to manage, operate, maintain and improve the Facilities in accordance with this Service Agreement and Applicable Law.

The Service Provider and its employees, officers, agents, licensees, and invitees shall have unrestricted access to and from, and use of, the Site. The Designated Representative(s) may visit and inspect the Facilities and the Site at any time without notice. In addition to the foregoing rights of access, representatives and agents of the City shall have unrestricted access to visit or inspect the Facilities and the Site at any reasonable time during normal business hours after giving the Service Provider twenty-four (24) hours' notice; provided, however, that the Service Provider may exclude employees, agents or consultants of any Person (other than a consulting engineer retained by the City in connection with this Service Agreement) engaged in the business of constructing, or of being the owner or operator of, wastewater treatment facilities at all times except the following: (a) during an Event of Default hereunder, and (b) during the one- year period prior to either of the end of the Term, or any other date on which the City and the Service Provider agree to terminate this Service Agreement. Any such visits shall be conducted in a manner that does not cause unreasonable interference with the Service Provider's operations. The Service Provider may require any Person on the Site to comply with its reasonable rules and regulations.

The City shall deliver to the Facilities, and the Service Provider shall receive at the Facilities, a blend of thickened primary and waste activated solids originating in the WWTP.

3.2. Permits

- i. The City represents and warrants that (i) the Required Permits are the only Permits required as of the Effective Date by any Governmental Authority for the City to own, operate and maintain the Facilities, (ii) the Required Permits are in full force and effect except as set forth in Exhibit 2 and (iii) the City is not in violation of any requirement of any of the Required Permits, except as disclosed in writing by the City to the Service Provider prior to the Effective Date.

At the request of the City, the Service Provider shall cooperate with the City in obtaining all Required Permits in Exhibit 2 that have not yet been obtained, and

the City shall reimburse the Service Provider for the Service Provider's documented related costs and expenses.

- ii. The City shall be the sole permittee on the National Pollutant Discharge Elimination System (NPDES) Permit. The City shall, to the extent required by Applicable Law, be the sole permittee on all Permits, including applicable Permits such as Air Permit Title V, relating to the Facilities, and excluding biosolids transportation and distribution Permits that the Service Provider is responsible for. The Service Provider shall (i) cooperate with City in applying for and in obtaining and maintaining in effect all other Permits and (ii) not take any action or fail to take any action, the taking or failure to take of which, would cause the violation of any requirement of any Permit.
- iii. The Service Provider shall, directly or through an affiliate or subcontractor, acquire and maintain:
 - Distribution Permit(s) for the Final Biosolids Product
 - Transportation Permit for biosolids hauled out of State for land application or disposal

Further, the Service Provider shall ensure that all operators and supervisors working at the Facilities acquire and maintain MDE Class S Certification. The Operator-in-training (OIT) certification must be acquired within 60 business days of the Commencement Date. MDE Class S Certification shall be obtained within 2-years of the Commencement Date.

3.3. Management and Operations

Except as otherwise provided herein, the Service Provider shall (i) manage, operate, and maintain the Facilities in good working order and repair consistent with generally accepted industry principles and practices, (ii) receive, dewater, and dry a blend of thickened primary and waste activated solids to achieve the Performance Guarantees and produce a pelletized product meeting Class A requirements as stipulated by 40 CFR Part 503, and (iii) market and otherwise dispose of the end products.

- i. **Operations and Maintenance.** The scope of management, operation and maintenance services of the Service Provider under this Service Agreement shall require the Service Provider to undertake the following, subject to the terms and conditions set forth in this Service Agreement:
 - a. **Personnel Resources:** Provide all personnel and associated wages, salaries, and benefits; dewatering polymer and odor control chemicals; fuels; vehicles and vehicle expense items; materials, supplies, and other consumables; and other services necessary to manage, operate and maintain the Facilities (i) in accordance with Applicable Laws, and (ii) in good working order and repair consistent with manufacturers' recommendations, applicable operation and maintenance manuals, and accepted industry standards.
 - b. **Preventive and Predictive Maintenance:** Implement preventive and predictive maintenance programs to meet equipment warranty requirements and maintain

equipment in alignment with O&M recommendations and/or optimized maintenance practices that maintain or improve equipment availability. Such programs shall include but not be limited to:

- Computer-based process control and management systems;
 - Professionally developed reliability and quality assurance systems;
 - Managed asset maintenance plans
 - Site, Facility, and equipment security associated with the Pelletizer Facility; and
 - Building upkeep and maintenance including, but not limited to, repainting, roof repair, etc.
- c. **Staff Certification:** Staff the Facilities with qualified personnel who meet the certification requirements of the City, if applicable, and provide continued upgrading, education, and training of such personnel in dewatering and drying operations, biosolids regulations and safety, and equipment maintenance.
- d. **CMMS and SCADA Management:** a fully-functional Computerized Maintenance Management System (CMMS) capable of providing a record of repair for each piece of equipment or line section; scheduling and controlling preventive maintenance; monitoring of predictive and corrective maintenance programs and associated costs; issuing work orders and purchase orders; maintaining spare parts inventory; and issuing exception, equipment status, and repair priority reports. In addition, the Service Provider shall maintain the SCADA system at the Facility and provide a remote standalone read-only access to the City to view and monitor the Facility operations in compliance with Service Provider's cybersecurity program installed within six (6) months from Commencement Date.
- e. **Cybersecurity Program.** The Service Provider shall adhere to the cybersecurity requirements as stated in ARTICLE IX, in this Agreement.
- f. **Record Keeping:** Compile, maintain and provide to the City comprehensive records and reports for the Facilities operations, regulatory matters, laboratory analyses, maintenance plans and activities, related financial matters for cost pass-through or cost-reimbursable items, permit and compliance results, equipment status, and other relevant information in accordance with Applicable Law. The Service Provider shall also prepare and deliver to the City the following reports:
- Reports and notices as required by the applicable Permits, and the filing of such reports with the appropriate Governmental Authority as required by Applicable Law and providing copies thereof to the City.
 - Computer-based records of all maintenance and repairs for the Facilities, which the City shall have the right to inspect and copy during normal business hours.
 - Copies of routine operating reports on various aspects including solids processed, solids capture rate, product distribution and end use, and performance of the major processes of the Facilities. These reports shall be

furnished on a monthly or quarterly basis, as mutually agreed upon.

- Monthly reports indicating the metered flows received at the Facilities, dewatering polymer and odor control chemical usage, electricity and natural gas usage, potable water and plant effluent water usage, dewatering and drying performance, and recycle stream quality.
 - Periodic reports to the City and presentations regarding the progress of work as reasonably requested by City. The Service Provider agrees to make timely responses to all reasonable requests for information from the City.
 - Periodic management reports, including annual reports on the physical condition of the Facilities, and as further specified in Exhibit 5.
 - For unit- or fixed-price process components in this Service Agreement, Service Provider shall supply to the City an estimate of how the annual aggregate fees are allocated across these unit processes, and not the underlying Service Provider cost detail.
- ii. **Inspections and Monitoring:** At least monthly, or as necessary, meet with the Designated Representative to review operations of the Facilities and the construction of any key capital improvements to the Facilities which may affect service provided by the Facilities. The Service Provider shall conduct periodic comprehensive system inspections, at mutually agreed upon frequency, accompanied by a Designated Representative to evaluate and document compliance with this Service Agreement provisions.
- iii. **Emergency Preparedness:** Prepare and revise as necessary a comprehensive emergency preparedness plan for interaction and coordination with City departments and offices including, but not limited to, Fire, Police, and Emergency Management and other entities with which the City may have dealings.
- iv. **Stakeholder Coordination:** Maintain professional, responsible, and responsive working relationships with, as maybe necessary, City departments and offices; representatives of the City; regulatory agencies and other entities with which the City may have dealings.
- v. **Safety Program:** Implement and maintain an employee safety program in compliance with all Applicable Law.
- vi. **Transition Plan:** Provide the City with a written transition and start up plan and schedule at least twenty (20) business days prior to the Commencement Date, or as soon thereafter as is reasonably practicable. The transition plan shall include scheduling of mobilization activities and technical program implementation. The transition plan shall also include an approach for developing any Standard Operating Procedure manuals, safety and security manuals and other maintenance procedure manuals, that are not currently available. The Service Provider agrees to review the transition plan with the City prior to implementation.

3.4. Metering and Weighing

The Service Provider shall, at its expense, maintain in good working order and repair, and replace, when necessary, devices for the Facility capable of (a) measuring the daily volume and solids content of thickened solids received at the Facility and (b) weighing the daily quantity of pelletized Biosolids leaving the Facilities for disposal.

The measuring and weighing devices shall be calibrated in accordance with standard industry practices and NPDES Permit requirements.

If at any time the measuring or weighing devices are incapacitated, the Service Provider shall estimate as accurately as practicable the data required by the Service Provider to perform its obligations under this Service Agreement. The data provided by such devices or estimated by the Service Provider shall be used for all purposes for which such data are required under this Service Agreement. If estimated data were to be used, the estimation will be based on the available information regarding the quantity and solids concentration of thickened solids delivered to the Facility for the twelve (12) month period immediately preceding the calculation of the estimated Service Fee. However, that the Service Provider shall, at the request of the City, provide the City with such data and shall permit the City, at the City's expense, to take measurements regarding the amount of solids received at the Facilities, unstabilized dewatered solids, and end use products in order to confirm the data of the Service Provider and, provided further, that the Service Provider acknowledges that the data provided by the Service Provider are subject to dispute resolution pursuant to Attachment B.

3.5. Laboratory Testing

The Service Provider, through a certified third-party laboratory, shall perform all laboratory testing, analyses, quality control and quality assurance necessary to meet applicable Permit requirements. The Service Provider shall perform sample collections for process control and performance monitoring, and for demonstrating compliance per the City's direction. The service provider shall analyze one daily composite sample (split with the City), composited from grab samples collected at mutually agreed upon intervals, using an automatic sampler, to calculate compliance with the performance guarantees. The Service Provider may elect to equip its own laboratory and perform any additional sampling and analyses, except regulatory and operational compliance samples, for its own use. The City reserves the right to collect samples from the Facility and/or split samples with the Service Provider for analysis. This would be at no cost to the Service Provider.

The Service Provider shall from time to time (but no less often than required by Applicable Law) take representative samples of Influent received at the Facilities, Effluent and Biosolids for laboratory testing in order to determine whether (a) Non-Specification Influent has been received at the Facilities and the chemical components of such Influent or (b) an Extraordinary Item has occurred. For purposes of determination of compliance with Performance Guarantees, a daily composite sample analyzed by the Service Provider shall be used. The daily composite samples will be split with the City's lab for verification.

If the laboratory testing results in non-compliance with any regulatory standard, the Service Provider shall provide laboratory results to the city upon receipt. The Service Provider shall re-sample and split the sample with the City.

3.6. Maintenance, Asset Management and Capital Items

The Service Provider shall provide the following services as it relates Maintenance, Repair and Replacement, and Capital Items services, for the Facilities:

- i. Maintenance, Repair and Replacement
 - a. **Asset Management Program:** The Service Provider shall institute, and maintain in force for the duration of the Service Agreement, a sound asset management program designed to ensure that the Facilities are maintained and replaced as needed to assure that (i) a safe work environment is maintained, (ii) structural defects in buildings and structures are repaired in a timely manner, and (iii) the dewatering, drying and pelletizing system is determined, through third party inspection, to be fully functional with critical electrical and mechanical components having an aggregate average remaining condition-based useful lives in excess of 10 (ten) years at the end of the Service Agreement Term. Expenditures necessary to achieve this standard shall be handled as set forth in subsection i (b) and ii (a) and (b), below.
 - b. **Preventative, Predictive, and Corrective Maintenance:** The Service Provider shall provide all in-house labor for preventive, predictive, and corrective maintenance activities including the administrative management and oversight of the maintenance services to be provided by any outside labor. The service provider shall also be responsible for parts, materials, equipment and supplies costs of performing Preventative, Predictive, and Corrective Maintenance of the Facilities as defined in ARTICLE V.
- ii. Capital Items
 - a. **Additional Capital Items:** The Parties acknowledge that it may be necessary or desirable from time to time during the term of this Service Agreement to modify, replace, alter or improve the Facilities in their then-current condition at the request of the City due to growth, expansion or otherwise as a result of an Uncontrollable Circumstance. Such additional Capital Items shall be the general responsibility of the City. However, the Service Provider shall be responsible for identifying any such Capital Items reasonably necessary for continuing compliance with Law and Performance Guarantees or for maintaining the overall operations and efficiency of the Facilities. Approval of additional Capital Items shall follow the process set forth in Section 3.6.ii.b below.
 - b. **Capital Items due to Uncontrollable Circumstances.** At the sole discretion of the City, the Service Provider shall make or cause to be made any Capital Item required as a result of an Uncontrollable Circumstance or to repair or replace any damaged or destroyed portion of the Facilities necessary for the Service Provider to perform its obligations under this Service Agreement. Notwithstanding the forgoing, nothing in this Section shall relieve the City of its obligation to make or cause to be made all Capital Items necessary for the Service Provider to perform its obligations under this

Service Agreement, unless such Capital Item is due to Service Provider Fault. In the event of a dispute with respect to the necessity of any Capital Item recommended by either Party, such dispute shall be resolved in accordance with Article XXI.

The Service Provider shall present to the City in writing (a) a statement of work with sufficient detail to enable a third party to evaluate the cost thereof; (b) a firm price quotation for design and construction, and Service Provider labor (including reasonable profit and overhead) and the Markup (exclusive of sales tax) on any Subcontracts that are necessary; (c) an estimated completion schedule; (d) a schedule of payments (and termination payments when applicable); and (e) the effect, if any, of such Capital Item on the Service Provider's obligations hereunder, including any adjustment to the Service Fee necessitated as a result of the Capital Item. The final agreed upon terms for the implementation of a Capital Item shall be documented in writing.

Subject to clause d., below, the Markup on Subcontracts shall be as follows: (i) 10% for Capital items up to \$100,000; (ii) 7.5% for Capital Items between \$100,001 and \$500,000; (iii) 5% for Capital Items between \$500,001 and \$2,000,000; and (iv) 2.5% for Capital Items over \$2,000,000.

The City may, in its discretion, request that the Service Provider obtain a price quotation by obtaining bids from at least three (3) qualified bidders and that it follow the procurement procedures provided to the Service Provider in writing by the City; provided, however, that the Service Provider shall not be required to follow such procedures to the extent that an Uncontrollable Circumstance requires the Service Provider immediately to make changes to the Facilities, which in the reasonable judgment of the Service Provider and the City, render such City procurement procedures impracticable within the time required for such changes to the Facilities to be made.

The City reserves the right to award the project to an entity other than the Service Provider. The City shall reimburse the Service Provider for the Service Provider's reasonable cost of preparation of plans provided the City has given its prior approval to the cost of such preparation of plans and specifications. When requested to do so by the City, the Service Provider shall provide to the City without remuneration, initial rough estimates of the cost of any expansion.

- c. **Ownership.** The City shall have title and ownership to all Capital Items made to the Facilities.
- d. **Solids Influent Handling During Capital Items Implementation.** Any Service Provider proposal or submittal under this Section 3.6.ii shall include a proposal, with pricing, for the handling and disposal of Solids Influent during the implementation of any Capital Item during which the Facilities cannot process Solids Influent. Such alternative disposal proposal shall include:
 - 1. Service Provider labor costs greater than Service Provider's average labor cost at the Facilities;

2. May include up to a 10% markup (exclusive of sales tax) on any Subcontracts that are necessary;
3. Cost for landfill disposal tipping fee shall be billed directly to the City and paid by the City with no markup.
4. The City shall not bear the rental costs for a temporary dewatering unit once modifications are in place to load out dewatered cake from the Pelletizer Facility.

During the time in which the Facilities cannot process solids influent during Capital item implementation, Service Provider may not avail itself of any additional remedies through Uncontrollable Circumstances provisions herein.

3.7. Permits and Licenses

The Service Provider, shall at its own expense, obtain and maintain throughout the entire Contract period, all business permits, licenses and approvals required for the Service Provider to perform the work and services described herein or as proposed.

3.8. Safety Requirements

The importance of safety in the performance of this scope of work cannot be overemphasized. To that end, the Service Provider shall conduct the operations and maintenance activities in a manner such that the safety and convenience of both the public and workers is regarded as of prime importance. The City reserves the right to stop the Service Provider from providing services should it be determined that minimum safety standards are not being met. The Service Provider is required to meet or exceed the City's PPE standard.

3.9. Inventory and Equipment

The Service Provider shall be responsible for providing spare parts, office equipment, forklift and other equipment related to the Facilities, as of the Effective Date of this Agreement. Any inventory and equipment purchased by Service Provider shall remain the property of Service Provider unless and until installed into the Facility. Rolling stock purchased by the Service Provider shall always remain the property of Service Provider.

ARTICLE IV– CITY RESPONSIBILITIES

City shall retain responsibility and control over the following aspects of the operations and maintenance of the Facilities:

4.1. Maintenance of Wastewater Treatment Plant

The City shall at its expense maintain and repair in good working order the Wastewater Treatment Plant, with the exception of the Facilities.

4.2. Existing Condition of Facility, Inventory and Equipment

The City shall be responsible for the completion of all Work-in-Progress (WIP), currently

performed by the City, related to the repair and replacements of Facilities.

4.3. Utilities

The City shall be responsible for the natural gas, electricity, potable water, plant effluent water, and wastewater disposal (including suspended solids returned in the wastewater) required by the Facility within the guaranteed maximum utilization per dry ton of solids processed at the Facility.

4.4. Certain Chemicals

The City shall be responsible for the chemicals used to control phosphorus concentration in the recycle stream from the Facility.

4.5. Software Agreements

The City shall maintain all software agreements and licenses.

4.6. City Liaison

The City shall identify supervisory staff or their designee to communicate with the Pelletizer Facility point of contact during normal City operating hours. Communications shall be via in-person meetings, emails, or phone calls and shall occur on a daily basis. Discussion issues shall include operational changes, WWTP capital improvement projects and progress, anticipated flows, and volumes to be delivered, scheduled maintenance, WWTP process changes (including chemicals and dosing levels), outages, odor complaints and any other operational issues at either the WWTP or the Pelletizer Facility. The City also expects the Plant Manager at the Pelletizer Facility to be onsite 90% of the normal business hours, excluding weekends and holidays.

4.7. Pretreatment Regulations.

The City shall operate and maintain a pretreatment program in accordance with COMAR 26.08.08, the General Pretreatment Regulations for Existing and New Sources of Pollution (40 CFR Part 403) and the approved pre-treatment program submission, which is amended from time to time.

4.8. City's Responsibility for Solids Disposal Costs during Uncontrollable Circumstances.

The City shall bear the costs for disposal of pelletized solids or dewatered solids that are not pelletized and/or not distributed for beneficial use during i) Capital item implementation and ii) an Uncontrollable Circumstance. The costs for solids disposal during capital improvement projects and during planned outages of the Pelletizer Facility shall be negotiated and agreed upon prior to the start of each project/outage. The City shall not bear the rental costs for a temporary dewatering unit once modifications are in place to load out dewatered cake from the Pelletizer Facility. Cost for landfill disposal tipping fee shall be billed directly to the City and paid by the City with no markup.

4.9. PFAS Testing Results.

In the event that the City tests the Influent Solids or Influent Wastewater for PFAS levels (including any PFAS compounds), City shall provide the results of such tests to the Service Provider within twenty (20) business days of the City receiving the results.

ARTICLE V– ANNUAL SERVICE FEE

5.1. Service Fee

From and after the Commencement Date, the City shall pay an Annual Service Fee to the Service Provider for the Service Provider’s provision of services under this Service Agreement. The Service Fee shall be calculated according to this ARTICLE V.

5.2. Calculation of Annual Service Fee

The total Annual Service Fee shall be calculated in accordance with the following:

$SF = BF + VF + AMF + EIC$, where

SF = Service Fee

BF = Base Fee

VF = Variable Fee

AMF = Asset Management Fee

EIC = Extraordinary Items Component

5.3. Base Fee

The Base Fee (BF) shall be an annual fee and reflect the Service Provider’s costs associated with providing all the scope of services defined in ARTICLE III including the onsite staff labor, materials and equipment associated with Preventive, Predictive, and Corrective Maintenance events less than or equal to \$10,000 per event. The Base Fee excludes the items defined in Section 5.5.

The Base Fee shall be subject to escalation at the commencement of each Fiscal Year, in accordance with an Annual Base Fee Escalation Factor, calculated as follows:

- Annual Base Fee Escalation Factor = $1 + [(CPI-WS \times 0.25) + (ECI \times 0.75)]$ where
- CPI-WS = The twelve-month average percent change (from June of the prior year through June of the current year) in the Water and Sewerage maintenance prices in U.S. city average, all urban consumers, not seasonally adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics in the Consumer Price Index (CPI) Detailed Report Series Id: CUUR0000SEHG01.
- ECI = The twelve-month percent change (from the Second quarter of the prior year to the Second quarter in the current year) in the Employment Cost Index (ECI) for Total Compensation for Civilian Workers, not seasonally adjusted as published by the U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU1010000000000A.

The twelve-month Base Fee shall be **\$1,529,481**. The prorated Base Fee for remainder of Fiscal Year 2024 shall be **\$1,169,110**. The Base Fee amount for subsequent Contract Years shall be determined based on the Initial Base Fee and the cumulative Base Fee Escalation Factor.

This Base Fee is based on the dry tons of solids received in the sludge holding tank and processed through the Pelletizer Facility for the twelve-month period, defined as 2,008 dry tons annually.

5.4 Variable Fee

The Variable Fee shall be determined and be included in the Service Fee, if the average annual daily quantity of Influent Solids, delivered to the Facilities, exceeds an average of 5.5 dry tons per day (2,008 annual dry tons divided by 365 days) during any quarter of a Contract Year. The Variable Fee (the “Quarterly VF”) component of the Service Fee shall be paid to the Service Provider with the invoice issued for the last month in such quarter. As part of the annual reconciliation accounting, Service Provider shall determine an Annual Variable Fee (the “Annual VF”) by applying the Variable Unit Rate to the aggregate quantity of Influent Solids delivered in excess of 2,008 dry tons, in a Contract Year. If the sum of all the Quarterly VF payments, the Service Provider has received in a Fiscal Year, is in excess of the calculated Annual VF, then the Service Provider shall pay the City for such overage. If the sum of all the Quarterly VF payments, the Service Provider has received in a Fiscal Year, is less than the calculated Annual VF, then the City shall pay the difference to the Service Provider. In each case, any amount due by either party pursuant to this section shall be added to, or credited against, any amount due pursuant to Section 5.7 of this Agreement.

The Initial Variable Fee Unit Rate is \$69.50 per dry ton of Influent Solids, which will be applied to the dry tons processed over the base volume of 2,008 annual dry tons, prorated for Fiscal Year 2024. The Variable Unit Rate is subject to annual escalation at the commencement of each Fiscal Year using the CPI-WS factor. The Variable Fee Unit Rate, for subsequent Contract Years, shall be determined based on applying the cumulative Base Fee Escalation Factor to the twelve-month Initial Variable Fee Unit Rate using CPI-WS escalation factor.

5.5 Asset Management Fee

The Asset Management Fee (AMF) shall be an annual fee and include all the Service Provider’s labor, materials and equipment associated with Preventive, Predictive, and Corrective Maintenance events that cost greater than \$10,000 but less than \$50,000 per event.

The Asset Management Fee excludes the items defined in Section 5.3.

The Asset Management Fee shall be subject to escalation at the commencement of each Fiscal Year in accordance with an escalation factor calculated in accordance with the Asset Management Fee Escalation Factor, calculated as follows:

Asset Management Fee Escalation Factor = $1 + [(CPI-WS \times 0.25) + (ECI \times 0.75)]$

The Asset Management Fee shall be **\$100,000**. The Asset Management Fee amount for subsequent Contract Years shall be determined based on applying the cumulative Asset Management Fee Escalation Factor to the Asset Management Fee.

This Asset Management Fee is based on dry tons of solids received in the sludge holding tank and processed through the Pelletizer Facility for the twelve-month preceding the first Contract Year.

Any increase in the dry tons of solids processed at the Facilities in excess of 2,110 dry tons from the twelve-month period preceding the first Contract Year shall entitle the Service Provider to an adjustment of the Asset Management Fee of 1.0% (pro-rated) per 1.0% dry ton increase over such threshold.

5.6 Annual Service Fee Estimate

On or before January 31st of each Fiscal Year, the Service Provider shall determine and provide to the City an estimate of the Service Fee for the following Fiscal Year according to the provisions of this Service Agreement.

The Service Provider may amend its estimate at any time before March 31st of such Fiscal Year by a statement delivered to the City. Except with respect to adjustments to the Extraordinary Items Component (EIC) of the Service Fee, the estimates made in accordance with Section 5.5, will be the basis of all payments required to be made by the City under Section 5.6 during such Fiscal Year until the annual reconciliation accounting is performed, as defined in Section 5.7.

5.7 Monthly Payment, Annual Reconciliation Accounting, and Prepayment

- i. During each Fiscal Year, for the services rendered in the immediately preceding month, the Service Provider shall render an invoice to the City by the fifteenth (15th) day of each month, for an amount equal to (a) one-twelfth (1/12) of the Annual Service Fee for such Fiscal Year plus (b) any adjustments to the Service Fee resulting from adjustments to the Extraordinary Items Component (EIC) applicable to the month immediately preceding the month in which such invoice is rendered plus (c) any amounts in addition to (a) and (b) payable by the City to the Service Provider, and not previously billed plus (d) any amounts payable to Contractor pursuant to Exhibit 7 minus (e) any amounts payable to the City pursuant to Exhibit 7.
- ii. The City shall pay the amount billed, under this Service Agreement, in each such monthly invoice, less any disputed items, within twenty (20) business days after receipt of statement by the City.
- iii. The Service Provider shall provide to the City within thirty (30) business days after the end of each Fiscal Year an annual reconciliation accounting statement, which shall show for such Fiscal Year, (a) the computation of all amounts owed or payable to the Service Provider by the City under this Service Agreement; (b) all amounts owed or payable to the City by the Service Provider under this Service Agreement; (c) all amounts paid by the City to the Service Provider under this Service Agreement; and (d) all amounts paid by the Service Provider to the City under this Service Agreement for such Fiscal Year, including corrections and reconciliations of all estimated amounts to actual amounts incurred. If the annual statement reflects any balance owed by either the City or the Service Provider to the other party, such amount shall be paid within twenty (20) business days after the delivery of such annual reconciliation accounting statement to the City.

5.8 Annual Adjustment Limits on Escalation

The annual escalation factors of the Service Fee elements set forth in Section 5.3, 5.4 and 5.5, shall

be a minimum increase of 2.0% and not exceed 6.0%. However, the parties will further review the calculation and may negotiate an additional adjustment to the Service Fee escalation factor in the event that for any given fiscal year, the formula results in a total service fee adjustment of below 2.0% or above 6.0%; provided, however, that any escalation factor resulting in a negative adjustment will result in no annual adjustment. If the parties are unable to agree on an appropriate remedy, the issue shall be resolved in accordance with the dispute resolution provisions set forth in Article XXI and Attachment B.

5.9 Cost Substantiation for Service Fee Adjustments

The Service Provider shall provide cost substantiation for Service Fee Adjustments for which the City is financially responsible under this ARTICLE V and for which a pre-agreed amount or formula is not provided. The cost substantiation provided by the Service Provider shall include copies of such documentation as shall be necessary to reasonably demonstrate that the Service Fee Adjustment cost has been, or will be, paid or incurred. Such documentation shall be in a format reasonably acceptable to the City and shall include reasonably detailed information concerning all Subcontracts and, with respect to self-performed work, (1) the amount and character of materials, equipment, chemicals, laboratory supplies, and services furnished or utilized, the persons from whom purchased, the amounts payable therefor and related delivery, transportation, and sales tax costs; (2) equipment used and any rental payable therefor; (3) any additional expense for water, sewer, stormwater, trash, electric, telephone, gas, or other expenses; and (4) additional Service Provider employee hours, duties, and raw wages.

5.10 Estimates and Unavailability of Data

If the final value of the indices set forth in Section 5.3, are not available for the applicable period when required hereunder, the amount of the adjustment to be made shall be estimated by using the preliminary value of the index for the applicable period or the final value of the index for the latest available period. Calculations and payments based on such estimate shall be adjusted as soon as reasonably practicable after the final value of the index for the applicable period is published. If an index is no longer published at the time that adjustment is to be calculated, or if the base or method of calculation used for an index is altered, the calculation shall be made using a comparable similar index or method reasonably satisfactory to the Service Provider and the City. In the event that the Parties are unable to reach agreement on a comparable similar index, or method of calculation, the comparable similar index or method of calculation shall be decided using the dispute resolution procedure set forth in ARTICLE XXI.

5.11 Procedures for Cost Adjustment to Extraordinary Items Component (EIC)

- i. The EIC refers to a need or activity that is not part of the Base Fee, the Asset Management Fee, and the Variable Fee, and is a consequence of an Uncontrollable Circumstance.
- ii. If the Service Provider will incur increased operations and maintenance costs required as a result of an EIC, the Service Provider shall present to the City in writing the amount of the adjustment to the EIC for Operating Items required to compensate the Service Provider for such increased costs. In submitting such costs for review by the City, the Service Provider shall provide adequate documentation to show costs directly

attributable to the change without overhead allocation, including copies of third-party invoices and calculations of direct costs of the Service Provider allocated to the said Items. Such adjustment to the EIC for Operating Items shall include an overhead and profit component payable to Service Provider in an amount equal to ten percent (10%) of such increased costs. As a condition to such adjustment, the Service Provider shall also provide to the City evidence, which is reasonably satisfactory to the City, that the City is responsible for such EIC and to the magnitude of requested costs.

- iii. Any disputes shall be resolved in accordance with ARTICLE XXI. The City shall reimburse the Service Provider for the Service Provider's reasonable cost of preparation of plans and specifications provided the City has given its prior approval to the cost of such preparation of plans and specifications. When requested to do so by the City, the Service Provider shall provide to the City without remuneration, initial rough estimates of the cost of any Facility expansion, should that be deemed necessary.

5.13 EIC for Penalties, Fines or Damages

Any penalties or fines incurred by the Service Provider as a result of an Uncontrollable Circumstances may be billed by the Service Provider to the City in the month immediately succeeding the month in which any such costs are incurred or paid by the Service Provider. The amount billed shall equal the amount of such penalties or fines. The City shall pay any undisputed amount within forty (40) business days of receipt thereof from the Service Provider.

ARTICLE VI – STATUS OF SERVICE PROVIDER

Service Provider is serving as an independent contractor in providing the necessary services and neither the City nor any of its agents nor assignees shall have responsibility for any acts or omissions of Service Provider, its employees, agents or subcontractors. The Service Agreement shall not be construed as an employment contract and neither Service Provider nor any employees, agents or subcontractors of Service Provider shall receive benefits afforded by provisions or regulations governing classified or unclassified personnel for the City and the Service Provider's representative by signature hereto expressly waives and relinquishes any such rights.

ARTICLE VII: INSURANCE, BONDS AND GUARANTY

Service Provider shall carry and maintain at all times during the performance of this contract, insurance coverages with limits of not less than those provided herein. A certificate of insurance evidencing the required coverage shall be provided prior to final execution of the contract and commencement of work.

7.1. Service Provider Insurance Coverage

The Service Provider shall provide insurance coverage for itself and all of its employees used in connection with this Service Agreement, and for real properties connected to this Agreement as described herein. The Service Provider shall procure and maintain at his sole expense and until final acceptance of work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or

its equivalent and acceptable to the City. Any limits requirement may be met with any combination of primary and excess coverage so long as the excess coverage is written on a “follow form” or umbrella basis

Such insurance provisions shall be as follows:

- i. **Workers’ Compensation** – Workers’ Compensation Insurance with full statutory liability as required by Maryland Law for all employees. Employer’s Liability or “Stop Gap” insurance with limits of \$500,000 per each accident, \$500,000 disease for policy limit, and \$100,000 for disease for each employee.
- ii. **Commercial General Liability** – Commercial General Liability Insurance, on an occurrence basis, covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Service Agreement, including coverage for independent contractor’s protection, premises-operations, products/completed operations, and contractual liability with respect to the liability assumed by the Service Provider hereunder. The limits of this insurance shall be:

Minimum Limits Required:

- Occurrence Form
- \$1,000,000 Each Occurrence
- \$10,000,000 General Aggregate

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

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

- iii. **Business Automobile Liability Insurance** – Automobile Liability Insurance covering the ownership, operation and maintenance of all owned, non-owned and leased motor vehicles used in connection with the performance of this Service Agreement, with limits of \$1,000,000 combined single limit each accident for bodily injury or property damage.
- iv. **Certificate(s) of Insurance:** The Service Provider shall provide certificates of insurance requiring a thirty (30) day notice of cancellation to the Finance Department, City of Hagerstown, Maryland, prior to the start of the applicable project.

The City of Hagerstown shall be named as an additional Insured (except for Workers Compensation Insurance).

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

- v. **Deductibles or Self-Insured Retention:** All responsibility for payment of any sums resulting from any deductible provisions or self-insured retention conditions of the policy or policies shall remain with the Service Provider.

7.2. Performance Bond

Service Provider shall provide and maintain a Bond in accordance with the provisions stated herein for the duration of this Service Agreement and any extensions hereof.

The Service Provider shall provide to the City, and keep in force during each Fiscal Year of the Term, an annual renewable Performance Bond in an amount equal to the amount of the Annual Service Fee for each such Fiscal Year as estimated by the Service Provider in accordance with ARTICLE V. For the first Fiscal Year, the bond shall be for an amount equal to the Service Fee for the First Contract Year. For each subsequent Fiscal Year, the bond shall be equal to the estimated Annual Service Fee for that current Fiscal Year as determined in accordance with ARTICLE V. The bond shall guarantee the Service Provider's faithful performance of its duties and obligations to the City, under this Service Agreement and shall be in such form as has been approved by the City Solicitor. The City shall have the authority to approve or disapprove the surety Service Provider, which approval shall not be unreasonably withheld.

7.3. Corporate Guaranty

Service Provider shall provide and maintain a Guaranty for the performance under this Service Agreement in accordance with the requirements stated herein, for the duration of this contract and any extensions granted.

The Service Provider shall provide the Guaranty Agreement from Synagro Technologies, Inc., the Guarantor. The Guaranty Agreement shall be mutually agreeable and in substantially the same form as that in Exhibit 6, which shall guarantee the performance of the Service Provider's obligations under the terms of this Service Agreement.

If a guarantor under the Guaranty Agreement no longer directly or indirectly controls the Service Provider, the Service Provider shall be permitted to provide a successor guarantor, by assignment or otherwise, under the Guaranty Agreement, provided (i) such guarantor directly or indirectly controls the Service Provider and (ii) such successor guarantor is consented to by the City, which consent shall not be unreasonably withheld.

If the Service Provider provides a successor guarantor in accordance with this Section 7.3, the rights, and obligations of the previous guarantor under the Guaranty Agreement shall be of no further force and effect, and the City shall execute such releases or further assurances in this regard as shall be reasonably requested by the Service Provider.

ARTICLE VIII: INDEMNIFICATION

The Service Provider shall indemnify, defend, and save harmless the City of Hagerstown, its appointed or elected officials, board members, employees, and agents for any and all suits, actions, legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind or nature, whether arising before or after final acceptance and to the extent directly or indirectly caused, occasioned, or contributed to, in whole or in part, by reason of any negligent act, error or omission, fault or negligence, whether active or passive, by the Service Provider, or anyone acting under its direction, control or on its behalf, in connection with or incident to its performance of the Service Agreement.

The City shall indemnify, defend, and save harmless the Service Provider, its officers, board members, employees, and agents for any and all suits, actions, legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind or nature, whether arising before or after final acceptance and to the extent directly or indirectly caused, occasioned, or contributed to, in whole or in part, by reason of any negligent act, error or omission, fault or negligence, whether active or passive, by the City, or anyone acting under its direction, control or on its behalf, in connection with or incident to the Service Agreement.

ARTICLE IX: CYBERSECURITY PREREQUISITES

The Service Provider shall provide a copy of their cybersecurity plan for the Pelletizer Facility for inclusion into the City's cybersecurity program as required by MD law and federal regulations, and as amended from time to time, requiring each water and sewer system that serves more than 10,000 users and receives financial assistance from the State to assess its vulnerability to cyber-attacks, develop a cybersecurity plan, and report statutory recommendations to the General Assembly by December 1, 2023.

ARTICLE X: COMPENSATION

The City shall pay and Service Provider agrees to accept the Annual Service Fee in ARTICLE V (see ARTICLE II for Definitions) as full compensation for the professional services to be performed under this Service Agreement.

The compensation shall be payable within thirty (30) days after submission of monthly invoices in the City invoice portal with appropriate documentation. In the event the City disputes all or a portion of an invoice, City shall timely pay the undisputed portion and notify Service Provider of its dispute, and the basis thereof, prior to the due date for payment. Upon resolution of any dispute, City shall pay any amount determined to be payable within twenty (20) business days after such resolution. Any amounts not timely paid, or improperly disputed, shall accrue interest at the lesser of 1.5% per month or the maximum rate allowable by law and shall be paid with payment of invoice or disputed amount.

ARTICLE XI: AVAILABILITY OF FUNDS

A contract shall be deemed executory only to the extent of appropriations available to each City department for the purchase of such articles. The City's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.

ARTICLE XII: INSPECTION OF BOOKS AND RECORDS

The Service Provider shall permit the authorized representative of the City to periodically inspect and audit all relevant information reasonably required to demonstrate compliance with this Agreement and any Applicable Law or Permit, including data, reports and records of the Service Provider relating to performance under this Service Agreement for the purpose of audit, examination, excerpts, and transcriptions.

ARTICLE XIII: RECORD RETENTION

The Service Provider must retain all financial records for cost pass-through or cost reimbursable items (including, as applicable, Capital Items), supporting documents, statistical records, and all other records pertinent to the Service Agreement for at least 10 years. The Service Provider shall maintain accounts and records, including but not limited to personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Service Agreement and such other records as may be deemed reasonably necessary by the City to assure proper accounting for all funds paid to the Service Provider by the City. Such records shall be kept separate from other records maintained by the Service Provider. Such records shall be made available for audit and inspection purposes to the City or its Designated Representative upon request during normal business hours. The City shall not disclose and shall keep confidential such records to the extent permitted by Applicable Law.

ARTICLE XIV: COMPLETE AGREEMENT

This is the complete agreement between the Parties and supersedes all prior discussions and negotiations. Neither Party shall rely on any statement or representations made by the other Party not embodied in this Service Agreement. This Service Agreement shall become effective upon final signature by all Parties.

ARTICLE XV: CONTRACT MODIFICATIONS AND/OR RENEWAL

No amendment or change to the terms of this Service Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. The failure of a Party to enforce a right or obligation herein shall not be construed as a waiver of such right or obligation. In the event of an inconsistency between this Service Agreement and any Attachments or Exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Service Agreement. In the context of Service Agreement renewal, the Service Provider shall notify

the City, at least twelve (12) months prior to the end of the Service Provider's current term, of any potential non- renewal of this Service Agreement.

ARTICLE XVI: BREACH

16.1. Breach

No party shall have the right to terminate its obligations under this Service Agreement for cause for any breach unless an Event of Default (as defined in Section 16.2 and 16.3) on the part of the other party shall have occurred.

16.2. Service Provider Events of Default

Each of the following shall constitute a Service Provider Default with respect to the Service Provider's obligations and duties to the City:

- i. The failure on the part of the Service Provider to pay any undisputed amount required to be paid to the City under this Service Agreement within twenty (20) business days after receipt by the Service Provider of a statement therefor from the City except to the extent Service Provider has invoked the Dispute Resolution Procedures set forth in Article XXII.
- ii. Except to the extent covered by items (i), (iii), (iv), or (v) of this Section 16.2, the failure or refusal by the Service Provider to fulfill any of its obligations to the City in accordance with this Service Agreement unless such failure or refusal shall be excused or justified by a Service Provider Uncontrollable Circumstance; provided, however, that no such failure or refusal shall constitute an Event of Default unless and until:
 - a. The City shall have given prior written notice to the Service Provider stating that in its opinion a particular default or defaults (to be described in reasonable detail in such notice) exist; and
 - b. The Service Provider shall have neither corrected such default nor initiated reasonable steps to correct the same, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring, in either case within a reasonable period of time (which shall in any event be not more than twenty (20) business days from the date of the notice given pursuant to clause (a) of this Section 16.2(ii)); provided, however, that if the Service Provider shall have commenced to take reasonable steps to correct such default, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring, in either case within such reasonable period of time, the same shall not constitute an Event of Default for as long as the Service Provider is continuing to take reasonable steps to correct such default, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring; and

- c. In the event the Service Provider disputes the occurrence of such default or defaults and has initiated dispute resolution pursuant to ARTICLE XXI within a reasonable period of time (which shall in any event be not more than fifteen (15) business days from the date of the notice given pursuant to clause (a) of this Section 16.2, a decision of the arbitrators has been rendered that a default or defaults by the Service Provider exist and the Service Provider shall have neither corrected such default nor initiated reasonable steps to correct the same, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring, in either case within a reasonable period of time.
- iii. Service Provider fails to maintain, renew, or replace the Performance Bond required by Section 7.2;
- iv. The issuance of an order of a court of competent jurisdiction appointing a receiver, liquidator, custodian or trustee of the Service Provider or of a major part of the Service Provider's property, respectively, which order shall not have been discharged within eighty (80) business days, or the issuance of a decree of such a court adjudicating the Service Provider insolvent or sequestering a major part of the Service Provider's property, respectively, which decree shall have continued undischarged and unstayed for eighty (80) business days, or the filing against the Service Provider of a petition to reorganize the Service Provider pursuant to the Federal Bankruptcy Code or any similar statute applicable to the Service Provider which filing shall not be dismissed within eighty (80) business days after such filing.
- v. The filing by the Service Provider of a petition of involuntary bankruptcy under any provision of any bankruptcy law or the consenting of the Service Provider to the filing of any bankruptcy or reorganization petition against the Service Provider under any such law, or the filing by the Service Provider of a petition to reorganize the Service Provider pursuant to the Federal Bankruptcy Code or any other similar statute applicable to the Service Provider.

16.3. City Events of Default

Each of the following shall constitute a City Default with respect to the City's obligations and duties to the Service Provider:

- i. The failure on the part of the City to pay any undisputed amount required to be paid to the Service Provider under this Service Agreement within twenty (20) business days after receipt by the City of a statement therefor from the Service Provider except to the extent the City has invoked the Dispute Resolution Procedures set forth in Article XXII.
- ii. Except to the extent covered by item (i) of this Section 16.3, the failure or refusal by the City to fulfill any of its obligations to the Service Provider in accordance with this Service Agreement, unless such failure or refusal shall be excused or justified by a City Uncontrollable Circumstance, provided however, that no such failure or refusal shall constitute an Event of Default unless and until:

- a. The Service Provider shall have given prior written notice to the City stating that in its opinion a particular default or defaults (to be described in reasonable detail in such notice) exist, and
- b. The City shall have neither corrected such default nor initiated reasonable steps to correct the same within a reasonable period of time (which shall in any event be not more than twenty (20) business days from the date of the notice given pursuant to clause (a) of this Section 16.3, provided however, that if the City shall have commenced to take reasonable steps to correct such default, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring, in either case within such reasonable period of time, the same shall not constitute an Event of Default for as long as the Service Provider is continuing to take reasonable steps to correct such default, and
- c. In the event the City disputes the occurrence of such default or defaults and has initiated dispute resolution pursuant to Article XXI within a reasonable period of time (which shall in any event be not more than fifteen (15) business days from the date of the notice given pursuant to clause (a) of this Section 16.3, a decision of the arbitrators has been rendered that a default or defaults by the City exist and the City shall have neither corrected such default nor initiated reasonable steps to correct the same within a reasonable period of time; provided however, that if the City shall have commenced to take reasonable steps to correct such default, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring, in either case within such reasonable period of time, the same shall not constitute an Event of Default for so long as the City is continuing to take reasonable steps to correct such defaults, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring.

16.4. Termination on Default

If any Party shall have a right of termination for cause in accordance with Section 16.1, the same may be exercised only by written notice of termination given to the party in default. Such notice shall describe in reasonable detail the Event of Default which is the basis for termination. The proper exercise of such right of termination shall be in addition to and not in substitution for such other remedies, whether damages or otherwise, as the party exercising the right of termination may have.

16.5. Survival of Certain Rights and Obligations

The rights and obligations of the parties under ARTICLE XVIII and ARTICLE XIX survive any termination of this Service Agreement.

ARTICLE XVII: TERMINATION FOR CONVENIENCE

The City may terminate this Service Agreement at any time for convenience by giving one hundred and twenty (120) business days written notice to the Service Provider of such termination. In the event of early termination of this Agreement, City shall pay (i) all costs accrued by Service Provider as of the date of termination, including all non-cancelable obligations and all non-

cancelable contracts and (ii) the Termination Fee. Service Provider shall deliver all completed deliverables to the City at the time of termination.

The Termination Fee shall be equal to the following calculated as of the date City delivers notice to Service Contractor of termination under this Article XVII:

1. From the Commencement Date through the end of the first Contract Year Base Fee
2. Contract Year 2: 90% of the then current Base Fee
3. Contract Year 3: 80% of the then current Base Fee
4. Contract Year 4: 70% of the then current Base Fee
5. Contract Year 5: 60% of the then current Base Fee
6. Contract Year 6: 50% of the then current Base Fee
7. Contract Year 7: 40% of the then current Base Fee
8. Contract Year 8: 30% of the then current Base Fee
9. Contract Year 9: 20% of the then current Base Fee
10. Contract Year 10: 10% of the then current Base Fee

ARTICLE XVIII: TERMINATION FOR CAUSE

If the City terminates the Service Agreement pursuant to Article XVI or XVII, the City shall pay money owed to the Service Provider, per the terms of the Service Agreement, for the services rendered up to the date of termination. Should the Service Provider be determined to be in “default” under the terms, conditions and deliverables outlined in this contract, then all costs occurred will be subject to adjustment based on the remaining scope of services. In the event of contract termination, all relevant documents and work product shall be considered the property of the City and returned to the City.

ARTICLE XIX: ASSIGNMENT AND SUBCONTRACTING

This Service Agreement is not assignable by the Service Provider without the City’s written consent, which it may withhold at its sole and absolute discretion, and any unapproved assignment will be invalid and ineffective ab initio. The Service Provider may not subcontract any of its responsibilities under this Agreement in an amount in excess of \$50,000 in any contract year to another person without the City’s prior approval.

ARTICLE XX: GOVERNING LAW AND VENUE

This agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland. Venue of any action brought with regard to this Service Agreement shall be in the appropriate state court in Washington County, State of Maryland.

ARTICLE XXI: DISPUTE RESOLUTION

Resolution of disputes in connection with this Service Agreement shall be first subject to the mutually agreed dispute resolution process described as follows:

21.1. Scope

To facilitate quick and efficient resolution of disputes that may arise under this Service Agreement, all claims, controversies, and disputes arising out of or relating to this Service Agreement, or the breach thereof ("Dispute"), shall be decided by the dispute resolution procedure contained in Attachment B.

21.2. Covenant to Continue Work

During the resolution of any Dispute, the Service Provider and the City shall each continue to perform all of their respective obligations under this Service Agreement without interruption or delay. If the City disputes any invoice of the Service Provider with respect to the Service Fee, the disputed portion of such invoice shall be deemed to be under Dispute, effective immediately and until resolution of the Dispute. Accordingly, notwithstanding any other provision of this Service Agreement or, any Dispute with respect to an invoice, the City shall pay the entire amount of the Service Fee billed, in such invoice, when due. If the Service Provider does not prevail in the Dispute resolution, the Service Provider shall reimburse the City immediately after such resolution for the aggregate amount of the overpayment, plus interest at the lesser of 1.5% per month or the maximum rate allowed by law.

ARTICLE XXII: SERVICE PROVIDER UNCONTROLLABLE CIRCUMSTANCES

Notwithstanding anything to the contrary contained in this Service Agreement, the Service Provider shall not be liable for its failure to perform or its delay in performance of its obligations hereunder (other than any payment obligation) when due to Service Provider Uncontrollable Circumstances.

22.1. Service Provider Uncontrollable Circumstances

- i. The Service Provider shall provide prompt notice to the City of the commencement and the cessation of such Service Provider Uncontrollable Circumstances as provided in Section 22.1, Item ii. In the event of a Service Provider Uncontrollable Circumstance, the Service Provider shall use reasonable efforts to eliminate the cause thereof, reduce costs resulting therefrom, and resume full performance under this Service Agreement. The City shall pay the Service Fee, including any Extraordinary Items Component, during the continuance of any Service Provider Uncontrollable Circumstances. Nonetheless, The City shall not bear the rental costs for a temporary dewatering unit once modifications are in place to load out dewatered cake from the Pelletizer Facility.
- ii. The Service Provider shall immediately notify the City informally (including, without limitation, by telephone), on the date the Service Provider first knows of the commencement of a Service Provider Uncontrollable Circumstance, followed within

five (5) business days by a written description of (a) the beginning of such Service Provider Uncontrollable Circumstance, (b) its estimated duration and the requirement for, and the amount of, any adjustment to the Service Fee or any Capital Item necessitated thereby, and (c) its estimated impact on the obligations of the Service Provider under this Service Agreement. Any Capital Item necessitated by a Service Provider Uncontrollable Circumstance shall be financed as provided in ARTICLE V.

- iii. Notwithstanding anything to the contrary in this Section 22.1, Item i, the Service Fee shall not be adjusted with respect to any Extraordinary Items Component of the Service Fee as provided in so long as (a) the Service Provider Uncontrollable Circumstance is a Change in Law, (b) the City gives the Service Provider notice of its intention to contest the validity or applicability of such Change in Law prior to the date on which the Service Provider determines that it is necessary for the Service Provider to take action to comply with such Change in Law, (c) the City diligently prosecutes such contest at its sole expense in good faith and by appropriate proceedings, (d) Applicable Law permits continued operation of the Facilities pending resolution of the contest, so that the Service Provider shall have no liability as a result of its failure during such period to comply with such Change in Law. If the Service Provider determines that it is necessary to take action to comply with such Change in Law, the Service Provider shall give the City at least thirty (30) business days' notice of such determination prior to taking any such action so the City may seek an injunction or other stay hereunder. Notwithstanding anything to the contrary set forth herein, the Service Fee shall be adjusted as provided in ARTICLE V to the extent that the Service Provider reasonably expends any funds in order to comply with a Change in Law described in this Section 22.1, Item iii.

ARTICLE XXIII: UPFRONT CAPITAL, PERFORMANCE DAMAGES AND INCENTIVES

The 18 months following the Commencement Date is herein referred to as the Transition Period. During the Transition Period, the Service Provider shall implement the Upfront Capital Items and bill the City for such items. The minimum estimated cost for Upfront Capital Items is \$760,000. Under no circumstances shall the total billed amount for the Upfront Capital Items exceed \$1,000,000 without prior written approval by City. The Service Provider shall implement the Upfront Capital Items in the priority order set forth in Exhibit 3. The Service Provider shall operate the Facilities and the Upfront Capital Items so as to optimize performance of the Facilities. At the conclusion of the Transition Period, the Parties shall negotiate in good faith the Performance Guarantees and the liquidated damages and incentives for each in accordance with the framework set forth in Exhibit 7. Completion of Exhibit 7 shall be implemented as an amendment to this Agreement as soon as practicable at or after the conclusion of the Transition Period.

ARTICLE XXIV: ENFORCEMENT

In the event that Non-Specification Influent is received at the Facilities, the City shall, after obtaining knowledge of such Non-Specification Influent within a reasonable period of time under the circumstances, commence an investigation to determine the identity of the source. The City

shall report periodically to the Service Provider regarding the progress of any such investigation and shall provide a written report regarding the results of such investigation action within five (5) business days after the conclusion thereof.

24.1. Service Provider Enforcement Cooperation

The Service Provider shall cooperate fully with the City in any such enforcement action. The Service Provider will provide applicable records and reports from its monitoring, sampling and reporting activities at no additional cost to the City. The Service Provider shall provide other information and personnel as reasonably requested by the City, provided that any reasonable expenses incurred by the Service Provider in connection with such cooperation shall be paid to the Service Provider by the City within twenty (20) business days after receipt by the City of an invoice therefor from the Service Provider.

In witness whereof, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESSES

City of Hagerstown

By: _____

City Clerk

Mayor

Date: _____

New England Fertilizer Company

By: NEFCO GP I, LLC, its general partner

By: Synagro Technologies, Inc., its member

By: _____

Title

Date: _____

Approved as to form:

Office of the City Attorney

EXHIBITS

EXHIBIT 1 – MANAGED ASSETS/SITE DESCRIPTION

MANAGED ASSETS AND SITE DESCRIPTION

The Site includes all of the real property upon which the Facilities are located, as more particularly described, and depicted in the attached site plan.

The Facilities include buildings, structures, machinery, equipment, and other fixtures and personal property located on the Site, including, without limitation, all of the equipment, fixtures and other personal property listed on the City's maintenance management system for the Facilities, and as depicted on the attached location plan.

EXHIBIT 2 – PERMITS, APPROVALS, AND LICENSING

REQUIRED PERMITS AND APPROVALS

The Service Provider shall comply with all State and Federal laws and regulations regarding Sewage Sludge Management and assist the City in meeting any regulations promulgated pursuant to Environment Article, Section 9-230 et seq. or to the Clean Water Act, Section 405 (d).

The applicable permits, approvals and licensing requirements for the Pelletizer Facility and the responsible Party are listed in Table 1.

Table 1. Applicable Permits and Licensing Requirements for the Pelletizer Facility

Permit Description	Responsible Party	Current Status
MDE NPDES Discharge Permit (Permit Number: MD0021776)	City	Expires on 11/30/2024
MDE Pelletizer Facility Operating Permit (Permit Number: 043-0076)	City	Expires on May 31, 2025
MDE Sewage Sludge Utilization Permit (Permit Number 2020-STF-1960)	Service Provider	Synagro's Permit expires on October 29, 2030. Service Provider shall directly or through an affiliate retain or maintain an SSU Permit.
MDE Transportation Permit for biosolids	Service Provider	—
MDE Class S Certification for Pelletizer Facility operations and maintenance staff.	Service Provider	—
Sludge Utilization Permit No. 2015-STR-4716 or replacement for transporting dewatered sludge, specific to Route 40 landfill, located 12630 Earth Care Rd, Washington County, MD.	City	

EXHIBIT 3 – UPFRONT CAPITAL ITEMS

Table 2 provides a prioritized list of Upfront Capital Items, which are the basis for the minimum estimated Upfront Capital Items Cost of \$760,000. The total billed for the Upfront Capital Items shall not exceed \$1,000,000 without prior written approval by City.

Table 2. Upfront Capital Items Identified

Priority	Item Description	Category
1	Provide flameless deflagration vents for recycle bin.	Safety
4	Add explosion isolation for cyclone separators.	Safety
3	Improve Influent Solids conveyance. <ul style="list-style-type: none">• Modifications to ferric addition system for more mixing and accuracy.• Day tank (ferric mixing improvements).• Improve grinder (location and/or internals).• Replace sludge feed pumps (rotary lobe or chopper).	Process
2a	Modify cake bin for storage and cake pump protection.	Process
2b	Improve wet cake and polycyclone conveyance.	Process & Safety

Table 3 lists the other short-term items identified, but not included in the initial list.

Table 3. Other Short-Term Capital Items

Item Description	Category
Review and allocate budget for spare parts.	Process & Safety

Table 4 provides a list of the potential long-term items identified.

Table 4. Potential Long-Term Capital Items¹

Item Description	Category
Replace silo	
Repair or replace the roof of the Pelletizer Facility.	--
Provide a dedicated maintenance shop for the Pelletizer Facility.	--
Install a nitrogen generator and dedicated air compressor.	Safety
Add manual quench to dust collector with remote valving.	Safety
Address hazardous rating for electrical systems.	Safety
Scrubber improvements	Process & Safety

¹ The City's WWTP capital plans include improving fiber removal from the Influent stream through capital improvements to the bar screens or implementation of other improvements such as strain presses which the Parties expect to obviate any need for such improvements at the Pelletizer Facility.

EXHIBIT 4 – SAMPLE SERVICE FEE

SAMPLE SERVICE FEE CALCULATIONS

SCENARIO 1. NO VARIABLE FEE – POSITIVE ESCALATION

Year 1 of operation of the Pelletizer Facility

Annual Quantity of Influent Solids Processed = 1,950 dry tons

$SF = BF + VF + AMF + EIC$, where

SF = Service Fee

BF = Base Fee

VF = Variable Fee

AMF = Asset Management Fee

EIC = Extraordinary Items Component

BF = \$1,529,481

VF = \$0

AMF = \$100,000

EIC = \$0 (Assuming there were no Uncontrollable Circumstances that caused the Service Provider to incur increased operations and maintenance costs).

Total Service Fee for Year 1 = (\$1,529,481 + \$0 + \$100,000 + \$0) = \$1,629,481.

Year 2 of operation of the Pelletizer Facility

Annual Quantity of Influent Solids Processed = 1,950 dry tons

Year 1 BF = \$1,529,481

Year 1 AMF = \$100,000

Year 1	Year 2	% Change
CPI-WS = 278.46	CPI-WS = 287.46	3.23%
ECI = 155.6	ECI = 159	2.19%
Annual BF Escalation Factor = $1 + [(CPI-WS \times 0.25) + (ECI \times 0.75)]$ = $1 + [(0.0323 \times 0.25) + (0.0219 \times 0.75)] = 1.0245$		

$$\text{BF} = \$1,529,481 \times 1.0245 = \$1,566,953$$

$$\text{VF} = \$0$$

$$\text{AMF} = \$100,000 \times 1.0245 = \$102,450$$

EIC = \$0 (Assuming there were no Uncontrollable Circumstances that caused the Service Provider to incur increased operations and maintenance costs).

$$\text{Total Service Fee for Year 2} = (\$1,566,953 + \$0 + \$102,450 + \$0) = \$1,669,403$$

SCENARIO 2. NO VARIABLE FEE – NEGATIVE ESCALATION

Year 3 of operation of the Pelletizer Facility

Annual Quantity of Influent Solids Processed = 1,950 dry tons

$$\text{Year 2 BF} = \$1,566,953$$

$$\text{Year 2 AMF} = \$102,450$$

Year 2	Year 3	% Change
CPI-WS = 287.46	CPI-WS = 271.92	5.41% Decrease
ECI = 159.0	ECI = 155.6	2.14% Decrease
Annual BF and AMF Escalation Factor = $1 + [(CPI-WS \times 0.25) + (ECI \times 0.75)]$ $= 1 + [(-0.0541 \times 0.25) + (-0.0214 \times 0.75)] = \mathbf{0.9704}$		

$$\text{BF} = \$1,566,953 \times 1.0 = \$1,566,953$$

$$\text{VF} = \$0$$

$$\text{AMF} = \$102,450 \times 1.0 = \$102,450$$

EIC = \$0 (Assuming there were no Uncontrollable Circumstances that caused the Service Provider to incur increased operations and maintenance costs).

$$\text{Total Service Fee for Year 2} = (\$1,566,953 + \$0 + \$102,450 + \$0) = \$1,669,403$$

SCENARIO 3. VARIABLE FEE – POSITIVE ESCALATION

Year 2 of operation of the Pelletizer Facility

Annual Quantity of Influent Solids Processed = 2,450 dry tons

Year 1 BF = \$1,529,481

Year 1 AMF = \$100,000

Year 1	Year 2	% Change
CPI-WS = 278.46	CPI-WS = 287.46	3.23%
ECI = 155.6	ECI = 159	2.19%
Annual BF and AMF Escalation Factor = $1 + [(CPI-WS \times 0.25) + (ECI \times 0.75)]$ = $1 + [(0.0323 \times 0.25) + (0.0219 \times 0.75)] = \mathbf{1.0245}$		
Variable Fee Escalation Factor = CPI-WS Escalation = 1.0323		

BF = \$1,529,481 X 1.0245 = \$1,566,953

VF = (2,450 – 2,008) X \$69.50 X 1.0323 = \$31,702

AMF = (\$100,000 X 1.0245) + [(\$100,000 X 1.0245) X [(2,450 – 2,110)/2,110]/100] = \$118,959

EIC = \$0 (Assuming there were no Uncontrollable Circumstances that caused the Service Provider to incur increased operations and maintenance costs).

Total Service Fee for Year 2 = (\$1,566,953 + \$31,702 + \$118,959 + \$0) = \$1,717,614

EXHIBIT 5 - REPORTS

REPORTS

The Service Provider shall deliver to the City all reports required to be delivered pursuant to this agreement, together with additional reports reasonably requested by the City. The reporting requirements shall include:

1. Daily Operating Report submitted weekly that includes but is not limited to:

- Daily quantities (gallons) of Influent Solids received at the Facilities, as recorded by the flowmeter at the Facilities and reconciled with the City's flow meter.
- Average daily solids concentration (%TS) of Influent Solids received at the Facilities, based on the weighted average of two (2) Influent Solids samples collected during a twenty-four (24) hour period (one sample per shift). The Service Provider shall split both these samples with the City.
- Calculated daily dry tons of Influent Solids received at the Facilities.
- Daily run time for the dewatering and Pelletizer Facility.
- Daily throughput for the Pelletizer.
- Average daily solids concentration (%TS) of dried solids generated from the Facilities, based on the average of two (2) dried solids samples collected during a twenty-four (24) hour period (one sample per shift).
- Daily electricity usage at the Facilities (kWh) and electricity usage per dry ton of solids (kWh/dt) processed at the Facilities.
- Daily natural gas usage at the Facilities (standard cubic feet) and natural gas usage per dry ton of solids (therms/dt) processed at the Facilities.
- Daily potable water usage at the Facilities (Gallons) and potable water usage per dry ton of solids (gallons/dt) processed at the Facilities.
- Daily plant effluent water usage at the Facilities (Gallons) and plant effluent water usage per dry ton of solids (gallons/dt) processed at the Facilities.
- Daily chemical usage (phosphorus control chemical, polymer, odor control, dust control) and chemical usage per dry ton of solids (therms/dt) processed at the Facilities.
- Daily total suspended solids concentration (TSS) (mg/L) in the recycle stream from the pelletizer facility based on a 24-hour composite sample collected by the auto-sampler. The Service Provider shall split the recycle stream composite sample with the City for analysis of ortho-phosphate and total nitrogen concentrations.
- Final product reuse and/or disposal records, including:
 - Number of product trucks each day
 - Scale weights for each truckload of dried product

- A summary of any maintenance activities performed during the 24-hour period.

2. Monthly Report that includes but is not limited to:

- A summary of operations during the subject period, including but not limited to:
 - Calculated daily dry tons of Influent Solids received at the Facilities.
 - Run time for the dewatering and Pelletizer Facility.
 - Throughput for the Pelletizer.
 - Utility and Chemical Usage Rates
 - Capture efficiency of the Facilities
 - Final product reuse and/or disposal records, including number of product trucks and the address of the land application and/or disposal sites with the quantities (dry tons) of solids placed on each site
- A summary of regulatory/compliance reporting and process control sampling data, including a permit and contract compliance status during the subject period, including identification of any violations that occurred and steps taken to correct them.
- A summary of maintenance activities including asset management reporting for the various assets at the Facilities and maintenance backlogs.
- A summary of any accidents or other incidents related to health and safety and actions taken to prevent like occurrences.

3. Annual Report to be furnished to the City within twenty (20) business days after the end of each Agreement Year shall include but not limited to:

- A summary of the information and statistical data provided in the monthly reports.
- Air emissions testing data, if required during the subject year.
- A summary of any major maintenance activities performed, clearly identifying maintenance activities performed by third parties.
- Condition monitoring report, if condition assessment is performed during the subject year, and annual updates to the Capital Improvement Program.
- Any changes to land application and/or disposal contracts and applicable State Nutrient Management Plan compliance reports.

EXHIBIT 6 – GUARANTY FORM

CORPORATE GUARANTY FORM

Both Parties agree that the Corporate Guarantee Form shall be reviewed and approved separately and subsequently added to the Service Agreement.

EXHIBIT 7 – PERFORMANCE GUARANTEES

Guarantees

The Service Provider shall operate the Facilities to receive, dewater, dry and process undigested solids for beneficial use, and shall load, haul away, and beneficially use or sell for beneficial use, the quantities of solids that the City provides to the Pelletizer Facility on a day-to-day basis. The City shall attempt to maintain, to the maximum extent feasible, a primary solids (PS) fraction between 25 percent and 75 percent in the sludge holding tank and shall not convey 0 percent or 100 percent PS to the Pelletizer Facility.

The Service Provider shall dry all solids received in the sludge holding tank to no less than 90 percent solids on a dry weight basis and achieve temperature and residence times sufficient to meet Class A Process for Further Reduction of Pathogen (PFRP) requirements stipulated in 40 CFR Part 503.

At the conclusion of the Transition Period, the Parties shall negotiate in good faith to determine the Performance Guarantee levels based on system improvements and optimization efforts. The shared savings structure and the preliminary guarantees (as included in the following tables) are based upon values that are two standard deviations above historical performance (absent Upfront Capital Items). While such formulation is not intended as actual guarantees during the Transition Period or as a formula to calculate Performance Guarantees at the end of the Transition Period, it is intended to reflect an example approach of the Parties with respect to risk allocation, Performance Guarantee levels and corresponding triggers for shared savings.

i. Electric consumption (kWh) per dry ton of Specification Influent processed at the Facilities

On a monthly basis, the Service Provider shall calculate the power consumed per dry ton of solids processed based upon (1) the total power consumed by the Pelletizer Facility, including dewatering, and drying; (2) the total gallons of Influent Solids received at the Pelletizer Facility; and (3) the average solids concentration of thickened solids received (weighted average based on the City's sampling/analysis).

Should the electricity consumed by the Pelletizer Facility exceed the maximum guaranteed value over the six-month period, the City shall have the right to charge the Service Provider for excess power consumed. Such charges shall be based upon (1) the quantity of excess power consumed; and (2) the average cost of power during the subject month. The cost for excess electricity usage shall be deducted from the Service Provider's monthly payment invoice at the end of the subject six-month period. Should the electricity consumed by the Pelletizer Facility be lower than ninety (90) percent of the guaranteed maximum value over the six-month period, the City shall share the cost savings with the Service Provider. The shared savings shall be added to the Service Provider's monthly payment invoice at the end of the subject six-month period.

The preliminary electricity usage guarantee, the electricity utilization rate for sharing of savings, and the cost sharing structure are shown in Table 5. These values shall be negotiated in good faith at the conclusion of the Transition Period.

Table 5. Electricity Usage Guarantees and Sharing of Savings

Parameter	Value	Units
Preliminary Electricity Usage Guarantee	290	kWh/dt Processed
Electricity Usage for Sharing of Savings	232	kWh/dt Processed
Sharing of Savings	50:50	City : Service Provider

ii. **Natural gas consumption (therms) per dry ton of Specification Influent processed at the Facilities**

On a monthly basis, the Service Provider shall calculate the thermal energy consumed per dry ton of biosolids processed based upon (1) the total volume of natural gas used at the Facility; (2) gross heating values for natural gas; (3) the total gallons of Influent Solids received at the Pelletizer Facility; (4) the average solids concentration of thickened solids received (weighted average based on the City's sampling/analysis); and (5) the solids returned to the WWTP in the dewatering filtrate.

Should the thermal energy consumed by the Pelletizer Facility exceed the maximum value over the six-month period, the City shall have the right to charge the Service Provider for excess thermal energy consumed. Such charges shall be based upon (1) the quantity of energy consumed in excess of the guaranteed maximum value; and (2) the average cost of natural gas during the subject month. The cost for excess natural gas usage shall be deducted from the Service Provider's monthly payment invoice at the end of the subject six-month period. Should the natural gas consumed by the Pelletizer Facility be lower than ninety (90) percent of the guaranteed maximum value over the six-month period, the City shall share the cost savings with the Service Provider. The shared savings shall be added to the Service Provider's monthly payment invoice at the end of the subject six-month period.

The preliminary natural gas usage guarantee, the natural gas utilization rate for sharing of savings, and the cost sharing structure are shown in Table 6. These values shall be negotiated in good faith at the conclusion of the Transition Period.

Table 6. Natural Gas Usage Guarantees and Sharing of Savings

Parameter	Value	Units
Preliminary Natural Gas Usage Guarantee	99	Therms/dt Processed
Natural Gas Usage for Sharing of Savings	85	Therms/dt Processed
Sharing of Savings	50:50	City : Service Provider

iii. Potable Water consumption (gallons) per dry ton of Specification Influent processed at the Facilities

Potable water is used primarily for polymer make-up for dewatering at the Facility. If the Service Provider selects a different polymer or the polymer dosage rate changes as a result of a change to the feed location of the phosphorus control chemical, the Service Provider shall work with the City to establish a new guaranteed usage rate for potable water.

On a monthly basis, the Service Provider shall calculate the potable water consumed per dry ton of biosolids processed based upon (1) the total volume of potable water; (2) the total gallons of Influent Solids received at the Pelletizer Facility; and (3) the average solids concentration of thickened solids received (weighted average based on the City's sampling/analysis).

Should the potable water consumed by the Pelletizer Facility exceed the maximum value over the six-month period, the City shall have the right to charge the Service Provider for the excess potable water consumed. The cost of potable water will be billed by the City at the then-current rates. The cost for excess potable water usage shall be deducted from the Service Provider's monthly payment invoice at the end of the subject six-month period. Should the potable water consumed by the Pelletizer Facility be lower than ninety (90) percent of the guaranteed maximum value over the six-month period, the City shall share the cost savings with the Service Provider. The shared savings shall be added to the Service Provider's monthly payment invoice at the end of the subject six-month period.

The preliminary potable water usage guarantee, the potable water utilization rate for sharing of savings, and the cost sharing structure are shown in Table 7. These values shall be negotiated in good faith at the conclusion of the Transition Period.

Table 7. Potable Water Usage Guarantees and Sharing of Savings

Parameter	Value	Units
Preliminary Potable Water Usage Guarantee	1,374	Gallons/dt Processed
Potable Water Usage for Sharing of Savings	1,168	Gallons/dt Processed
Sharing of Savings	50:50	City : Service Provider

iv. Solids Capture (percent) of dry solids from Specification Influent Processed at the Facilities

The Service Provider shall optimize Pelletizer Facility operations to capture no less than 90 percent of the total suspended solids (TSS) delivered to the Facility and limit the solids returned to the headworks of the WWTP to no more than 10 percent of the TSS delivered to the Pelletizer Facility.

On a monthly basis, the Service Provider shall calculate the solids capture efficiency of the Facilities based upon (1) the total gallons of Influent Solids received at the Pelletizer Facility; (2) the average TSS concentration of thickened solids received (weighted average

based on the City's sampling/analysis); and (3) the average TSS concentration in the recycle stream from the Facilities.

Although subject to negotiation at the end of the Transition period, the Parties propose as a starting point that for every two and a half (2.5) percent reduction in Solids Capture Rate below ninety (90) percent shall entitle the City to a downward adjustment of the Base Fee of 1.0% per 2.5% decrease over such threshold (i.e., there is no reduction unless the Solids Capture Rate is 87.5% or below); and for every five (5) percent increase in Solids Capture Rate above ninety (90) percent shall entitle the Service Provider to an upward adjustment of the Base Fee of 1.0% per 2.5% increase over such threshold (i.e., there is no increase unless the Solids Capture Rate is 92.5% or above).

v. Return Stream Concentration from Specification Influent Processed at the Facilities

On a monthly basis, the Service Provider shall determine the average ortho-phosphate concentration in the recycle stream from the Facilities based upon analysis of the daily composite samples of the recycle stream from the Facilities. The return stream concentration guarantees for ortho-phosphate are shown in Table 8.

The preliminary Ortho-Phosphate guarantees are shown in Table 6. These values shall be negotiated in good faith at the conclusion of the Transition Period.

Table 8. Ortho-Phosphate Guarantees for Recycle Stream

Parameter	Guarantee, mg/L BFP Filtrate Only	Guarantee, mg/L Total Facility Return Flow
Ortho-Phosphate	75	20

Although subject to negotiation at the end of the Transition period, the City proposes that for every 25 mg/L increase in ortho-phosphate concentration above seventy-five (75) mg/L in the BFP filtrate or every 6mg/L increase in ortho-phosphate concentration above twenty (20) mg/L in the total facility recycle stream shall entitle the City to a downward adjustment of the Base Fee of 0.50% per 25 mg/L increase over such threshold; and for every 25 mg/L reduction in ortho-phosphate concentration below seventy-five (75) mg/L in the BFP filtrate or every 6 mg/L reduction in ortho-phosphate concentration below twenty (20) mg/L in the total facility recycle stream shall entitle the Service Provider to an upward adjustment of the Base Fee of 0.50% per 25 mg/L decrease over such threshold.

The amounts owed by the Parties to one another hereunder shall be netted against each other and the net amount payable shall be paid or deducted by the City concurrently with the next monthly invoice payment.

Annual True-Up Process

Within thirty (30) business days after the end of an Agreement Year in which the Performance

Guarantees apply, Service Provider shall recalculate its performance against the Utility Consumption Guarantees over the Agreement Year. If Service Provider has received monthly payments in excess of the annual incentive, Service Provider shall refund the City for such overage. If Service Provider has paid (in cash or by deduction) monthly Utility Consumption Guarantee damages in excess of the annual calculation, the City shall refund such overpayment to the Operator. In each case, any amount due by either party pursuant to this section shall be added to, or netted against, the next subsequent payment due to Service Provider.

ATTACHMENT A – FEDERAL CLAUSES

Both Parties agree that Attachment A – Federal Clauses shall be reviewed and approved separately and subsequently added to the Service Agreement.

ATTACHMENT B – DISPUTE RESOLUTION

1. In the event a dispute regarding daily operations of the Facilities arises between City and Service Provider regarding the application or interpretation of, or in any way relating to this Service Agreement, City's Designated Representative and the Service Provider's Plant Manager shall use reasonable efforts to reach a reasonable and equitable resolution of the matter on an expedited basis. In the event such efforts do not result in the resolution of the dispute within fifteen (15) business days or the dispute is not related to the daily operations of the Facilities, either Party may by written notice request a meeting with the other Party's Designated Officer (for the City, this shall be its Director of Utilities; for NEFCO this shall be its General Manager) to resolve the dispute. The designated officers shall meet within ten (10) business days following the notice date unless a later date is specified in the notice, at a location agreed upon by the Parties, to resolve the dispute. Either party may involve legal counsel in this meeting, or these meetings. In conjunction with any meetings pursuant to this paragraph, upon request of either Party, the other Party shall cooperate to select a mutually agreeable independent technical consultant to assist in the resolution of any technical dispute. The costs associated with any independent technical consultant shall be paid in full by the losing party.
2. If the procedures referenced in paragraph 1 do not result in resolution of the dispute within twenty (20) business days after commencement of the referenced officers' meeting and the claim(s) which are the subject of the dispute have a value reasonably estimated to be less than \$200,000, then each Party, without further delay, shall have the right to submit the dispute to binding arbitration. Any dispute less than \$200,000 shall be resolved through binding arbitration as set forth herein. Proceedings shall (i) take place in Hagerstown, Maryland; (ii) be conducted in accordance with the rules then in effect of the American Arbitration Association, and (iii) consist of a single arbitrator. Any decision or award of the arbitrator shall be bound solely by all provisions of this Service Agreement, and the arbitrator shall have no authority or power to enter an award which is in conflict with any of the provisions of this Service Agreement. If the subject matter for the decision or award, which shall be in writing, is not provided for in this Service Agreement, it shall be based on the substantive law of the State of Maryland. The decision or award must be in writing and must contain findings of fact on which it is based. Absent fraud or collusion, such findings of fact shall be final. Any decision or award of the arbitrator which fails to comply with the requirements of this paragraph 2 shall be voidable. If the decision or award complies with the requirements of this paragraph 2, it may be enforced or confirmed in a court of competent jurisdiction. Any dispute in excess of \$200,000 may be litigated in the state or federal courts of competent jurisdiction in Washington County, Maryland.

Any election to refer a dispute to resolution in accordance with this Attachment B shall not relieve Service Provider of its obligation to proceed with the performance of this Service Agreement nor relieve City of any of its obligations under this Service Agreement. No payments otherwise due between the Parties shall be withheld due to the pendency of dispute resolution procedures.

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

Topic:

Utilities: Tree Trimming & Removal Contract Change Order #1 - NG Gilbert Services (Muncie, IN) \$25,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_-_Vegetation_Management_-_Change_Order_#1.pdf

CONSENT_NG_GILBERT_CHANGE_ORDER_#1_05272025.pdf

NG_GILBERT_FY2025_APPROVED_CONSENT.pdf

Description

Signed Consent Form

CONSENT NG
GILBERT RCW TREE
REMOVAL

FY25 MCC CONTRACT
APPROVAL

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Emergency work - funding is available in the Light and Water funds.

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.05.14 10:47:57-04'00'
Foxit PDF Editor Version: 13.1.6

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.05.14 10:48:12-04'00'
Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Francis 5/15/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Bruce Com 05/15/25
Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle Hyde 5/15/25
Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

<p>(1) Department Director and Division Manager</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>
<p>(2) Purchasing Agent</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>
<p>(3) Chief Financial Officer</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>
<p>(4) City Administrator</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>



APPROVED
Mayor & Council
Date 2/27/24

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 2/27/2024 Special Session Date: _____

Originating Department: Utilities Division (if applicable): Light

Department Director or Manager: Nathan Fridinger

Account/Project Name: Vegetation Management Blanket Contract

Account No: Various - See Attached Supplement CIP Control No. _____

Budget Amount: \$ See attached Account Balance: \$ See attached Unbudgeted Amount: \$ _____

Fiscal Year: FY24-25 Source of Funds: Utility Enterprise and General Fund Operating

Quantity	Description	Value
1	FY24 blanket contract to provide vegetation management services as requested	\$ 226,516.10
1	FY25 blanket contract to provide vegetation management services as requested	\$ 354,100.00
TOTAL VALUE OF PROJECT		\$ 580,616.10

ABOVE TO BE USED FOR: Trim or remove trees, brush, and perform other forestry services as needed for electric utility right of way clearance, roadside maintenance, and at such time and place as may be designated by the City for scheduled work and emergency restoration of service activity.

RECOMMENDED VENDOR: Business Name: N.G. Gilbert Services
Business Address: 1015 West Jackson Street
City/State/Zip: Muncie, IN 47305

Bid/Proposal/Quote No.: B1778.23 Sole Source? ☐ Yes ☒ No

OTHER VENDORS		
Firm	City/State	Total Amount
Xylem I, LLC	Norfolk, VA	\$278,852.50
Davey Tree	Kent, OH	\$338,613.00
BDG Trees, LLC	Houston, TX	\$506,000.00
Note: Evaluated costs are shown above, as defined in the bid specification.		

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
X	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval of contract with N.G. Gilbert. Funding is subject to adoption of the FY25 proposed budget. The total contract could be higher or lower based on actual work performed through June 30, 2025.

Nathan Fridinger Digitally signed by Nathan Fridinger
Date: 2023.05.04 13:24:45 -04'00'

Nancy Hausrath Digitally signed by Nancy Hausrath
Date: 2024.02.14 23:28:56 -05'00'

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

need vendor paperwork to set up in munis
TF requested 2/16/24

[Signature] 2/16/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve switching to new vendor as previous vendor now out of business. It is anticipated the funding will be approved in FY25 budget to continue this needed contractual service.

[Signature] 2/15/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

[Signature] 2/20/24
Signature / Date

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

Topic:

Approval of an Ordinance: POM Text Amendment

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

POM_MCC_May_27_approval_of_ordinance_packet.pdf

Description

Motion - Ordinance - POM
Text Amendments

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: May 27, 2025

TOPIC: Approval of an Ordinance: Amend the City Code, Chapter 140, the Land Management Code

Charter Amendment

Code Amendment

Ordinance

X

Resolution

Other

MOTION: I hereby move that the Mayor and City Council approve an ordinance to amend the City Code, Chapter 140, Land Management Code. The amended Land Management Code includes the text amendment on commercial uses and outdoor recreation in the POM zoning district detailed in case ZT-2024-04. This amended version of the Land Management Code shall be known as version 3.12.

DATE OF INTRODUCTION: 4/22/2025

DATE OF PASSAGE: 5/27/2025

EFFECTIVE DATE: 6/26/2025

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN, CHAPTER 140, LAND MANAGEMENT CODE, TO INCORPORATE ZT-2024-04.

RECITALS

WHEREAS, by virtue of the Land Use Article of the Annotated Code of Maryland the City Charter, the City of Hagerstown regulates land use within the City; and

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

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

WHEREAS, the Planning Commission have recommended a package of amendments to the Land Management Code to better protect our neighborhoods and facilitate desirable use and development of land within the City of Hagerstown; and

WHEREAS, upon discussion with City staff and review during a public hearing process, the Mayor and Council find it in the best interests of the citizens to revise Chapter 140 to incorporate one text amendment on commercial uses and outdoor recreation in the POM zoning district detailed in case ZT-2024-04, as hereafter described;

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

1. The Code of the City of Hagerstown be and is hereby amended by deleting and repealing Chapter 140, Land Management Code, version 3.12
2. The Code of the City of Hagerstown be and is hereby amended by adding thereto a new chapter, to replace Chapter 140 hereinabove repealed, to be Chapter 140, Land Management Code, to read as follows:

(See Attached Text of Chapter 140)

3. This ordinance shall become effective immediately upon the effective date of this Enacting Ordinance.

4. This revised and amended code in its entirety shall be known as version 3.13.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

William B McIntire, Mayor

Date of Introduction: April 22, 2025

Date of Passage: May 27, 2025

Effective Date: June 26, 2025

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-19	Is this a new issue or one previously discussed?	New
Version: 1	Is this new text proposed since last discussion in need of initial review?	New
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: Allow for more permitted uses in the POM zoning district.		
Justification: A property owner is having difficulty finding prospects for POM zoned raw land. The code restrictions in this market are too restrictive. The proposal seeks to remove any language regarding performance standards for permitted uses in the POM zoning district. The property owner is exploring the idea of pickleball courts at a POM-zoned property. There is currently no distinction between outdoor and indoor fitness and recreational sports centers, which may not be appropriate in all locations.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in **red**. Staff direction is in **blue**.

Removing the performance standards on certain commercial uses in the POM

Article 4, Section F.2.b(5)

~~(5). Uses identified in the POM District in the Use Chart cited in Section Z as a permitted use, but marked with reference to this Subsection shall:~~

- ~~(a). Not exceed 25% of the gross floor area of the building (except restaurants), or~~
- ~~(b). Not exceed in the aggregate 20% of the gross floor area of a group of adjacent buildings under common ownership or a group of buildings designed and approved as a unified development or business park, as designated on the approved Site Plan(s) or subdivision development plan.~~
- ~~(c). Gasoline service stations (4471) are not permitted in the POM District, including incidental sales associated with a convenience store.~~
- ~~(d). Retail uses shall not be the sole occupant of a structure.~~
- ~~(e). See Article 5, Subsection I.9 regarding nonconforming commercial subdivisions.~~

Removing special restrictions (denoted with “#”) for property occupation, while matching the restaurant size capacity with the CL

Article 4, Section Z

	POM
Restaurants (7221 and 7222), no limit on size	P#
Restaurants (7221 and 7222), not to exceed 3,000 square feet per establishment	P
Dry cleaning and laundry services (8123)	P# P
Hair, nail and skin care stores, ear piercing services, hair replacement services, permanent makeup salons (81211) and dog grooming establishments	P# P
Retail and wholesale trade (44-45) excluding autos and other motor vehicle dealers unless all vehicle storage is indoors and excluding adult entertainment businesses up to 5,000 square feet in net floor area per business. This provision shall also include retail bakers (311811) and retail confectioneries (311320). Regulation of specific trade uses that are found elsewhere in the chart shall prevail. (Ed. Note: See Page 4-163 regarding gasoline sales)	
Same as above (Retail and wholesale trade), up to 15,000 square feet in net floor area per business	P# P
Tanning and depilatory salons (812199)	P# P

Make distinction between fitness and recreational sports centers which have outdoor fields and courts and those which do not.

	N-MU	CC-MU	CL	CG	CR	PO M	INST	I-MU	IR	IG	C	LC	PUD -V	PUD -R
Fitness and recreational sports centers, without outdoor fields and courts	P	P	SE	P	P	P# P	P	P**	P	P	P	P	P	P
Fitness and recreational sports centers, with outdoor fields and courts				P	P	SE	P	SE	P	P	P		P	P

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

Topic:

Approval of an Ordinance: Cannabis Related Land Management Code Text Amendments

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Cannabis_MCC_May_Approval_Packet.pdf

Description

Motion and Ordinance -
Cannabis Related LMC Text
Amendments

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: May 27, 2025

TOPIC: Approval of an Ordinance: Amend the City Code by Amending Chapter 140, the Land Management Code, to add or modify provisions related to State mandated direction on land use regulation of cannabis enterprises

Charter Amendment

Code Amendment

Ordinance

X

Resolution

Other

MOTION: I hereby move that the Mayor and City Council approve an ordinance to amend the Land Management Code, Article 3, Definitions, and Article 4, Section Z, Chart of Permitted and Special Exception Uses, to add or revise provisions related to cannabis enterprises. The Mayor and City Council acknowledge there are conflicts between Federal and State law regarding cannabis. However, without any action by the Mayor and City Council, State law would permit the location of cannabis dispensaries in undesirable locations within the City. These amendments will limit the location of cannabis enterprises in the City and thereby protect the health, safety, and welfare of the citizens of Hagerstown.

DATE OF INTRODUCTION: 04/22/2025

DATE OF PASSAGE: 05/27/2025

EFFECTIVE DATE: 06/26/2025

CITY OF HAGERSTOWN, MARYLAND
ORDINANCE NO. _____

AN ORDINANCE TO AMEND the Code of the City of Hagerstown, Chapter 140, entitled Land Management Code, as permitted by the Land Use Article of the Annotated Code of Maryland.

RECITALS

WHEREAS, by virtue of the Land Use Article of the Annotated Code of Maryland and the City Charter, the City of Hagerstown regulates land use within the City; and

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

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

WHEREAS, the State of Maryland has enacted provisions in the Alcoholic Beverages and Cannabis Article of the Annotated Code of Maryland providing direction to local government on minimum expectations to accommodate the operation of various cannabis enterprises in the state; and

WHEREAS, the Mayor and Council acknowledge the inherent conflict between Federal and State law on the cannabis issue, however a majority of the body feel it necessary to address cannabis enterprises in the Land Management Code to allow the City to limit where the operation of cannabis enterprises can occur in Hagerstown; and

WHEREAS, upon discussion with City staff and review during a public hearing process, the Mayor and Council find it in the best interests of the citizens to revise Chapter 140 to incorporate a series of amendments related to cannabis, as hereafter described.

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

(continued)

Section 1. Chapter 140 of the Code of the City of Hagerstown, Article 3, Section C, Definitions, is hereby amended to add new definitions, as follows:

CANNABIS INCUBATOR – a State-licensed facility to house micro-growers, micro-processors, and/or delivery-only micro-dispensaries. The three micro-use types are defined in Section 36-401 of the Alcoholic Beverages and Cannabis Article of the Annotated Code of Maryland.

CBD AND HEMP STORES – a business establishment for which more than 50% of sales are based on retail sale of products derived from hemp or cannabidiol (CBD) with a tetrahydrocannabinol (THC) concentration less than 0.3% on a dry weight basis, and any paraphernalia utilized with such products. Any products containing greater than 0.3% THC are regulated by the State of Maryland and only allowed for sale in a State-licensed cannabis dispensary.

FITNESS AND RECREATIONAL SPORTS CENTERS – an establishment primarily engaged in operating fitness and recreational sports activities featuring exercise and other physical fitness conditioning or recreational sports activities. Such establishments could include publicly- or privately-operated facilities and could be focused on one type of sports or recreational activity or multiple sports and recreational activities. Such establishments could be solely indoors or could include outdoor fields, courts, etc.

Section 2. Chapter 140 of the Code of the City of Hagerstown, Article 4, Section Z, Subsection 2, is hereby amended to modify the provisions for Indoor Plant Cultivation and Processing Facilities and to add Cannabis Incubator, as follows:

Use	Zoning District					
	CC-MU	POM	I-MU	IR	IG	PUD-R
Indoor plant cultivation and processing facilities, when interior space is 5,000 square feet or less in gross floor area.	P (struck)					
Indoor plant cultivation and processing facilities, when interior space is 25,000 square feet or less in gross floor area.		SE (struck)	P	P	P	P
Indoor plant cultivation and processing facilities, when interior space is over 25,000 square feet in gross floor area		SE (struck)	SE	P	P	P
Cannabis incubator, when interior space is 25,000 square feet or less in gross floor area			P	P	P	
Cannabis incubator, when interior space is over 25,000 square feet in gross floor area			SE	P	P	

Section3. Chapter 140 of the Code of the City of Hagerstown, Article 4, Section Z, Subsection 2, is hereby amended to modify Tobacco Stores, Vapor and Hookah Lounges, and Cannabis Dispensaries by adding CBD and Hemp Stores and Alcoholic Beverage Stores and adding additional setback uses for that category in the chart, as follows:

Use	Zoning District			
	CG	CR	PUD-V	PUD-R
Tobacco stores, vapor and hookah lounges, CBD and hemp stores, alcoholic beverage stores, and cannabis dispensaries and sales facilities located at least 500 feet from any existing use in this category. These uses shall also be located at least 500 feet from any pre-existing primary or secondary school, licensed or registered child day-care provider, playground, fitness and recreational sports center, library, public park, or religious sanctuary.	P	P	P	P

Section 4. Effective Date.

This ordinance shall become effective thirty (30) days from the date of its passage.

**WITNESS AND ATTEST
AS TO CORPORATE SEAL**

**MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND**

Donna K. Spickler, City Clerk

William McIntire, Mayor

DATE OF INTRODUCTION: 04/22/2025
DATE OF PASSAGE: 05/23/2025
EFFECTIVE DATE: 06/23/2025

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-16	Is this a new issue or one previously discussed?	Previous
Version: 4	Is this new text proposed since last discussion in need of initial review?	Yes
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: Amendments to cannabis related enterprises and to have alcohol sales stores be consistently treated with cannabis sales stores.		
Justification: To be consistent with amended State cannabis regulations and meet local priorities for location of certain uses.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in **red**. Staff direction is in **blue**.

Article 3: Definitions

CANNABIS INCUBATOR - a State-licensed facility to house micro-growers, micro-processors, and/or delivery-only micro dispensaries. The three micro-use types are defined in Section 36-401 of the Alcoholic Beverages and Cannabis Article of the Annotated Code of Maryland.

CBD AND HEMP STORES – a business establishment for which more than 50% of sales are based on retail sale of products derived from hemp or cannabidiol (CBD) with a tetrahydrocannabinol (THC) concentration less than 0.3% on a dry weight basis, and any paraphernalia utilized with such products. Any products containing greater than 0.3% THC are regulated by the State of Maryland and only allowed for sale in a State-licensed cannabis dispensary.

If desired by the Council, also add:

FITNESS AND RECREATIONAL SPORTS CENTER – an establishment primarily engaged in operating fitness and recreational sports activities featuring exercise and other physical fitness conditioning or recreational sports activities. Such establishments could include publicly- or privately-operated facilities and could be focused on one type of sports or recreational activity or multiple sports and recreational activities. Such establishments could be solely indoors or could include outdoor fields, courts, etc.

Article 4: Zoning

Section Z. Chart of Permitted and Special Exception Uses

Use	CC-MU
Indoor plant cultivation and processing facilities, when interior space is 5,000 sq.ft. or less in gross floor area.	P

Use	POM	I-MU	IR	IG	PUD-R
-----	-----	------	----	----	-------

Indoor plant cultivation and processing facilities, when interior space is 25,000 sq.ft. or less in gross floor area.	SE	P	P	P	P
Indoor plant cultivation and processing facilities, when interior space is over 25,000 sq.ft. in gross floor area.	SE	SE	P	P	P
Cannabis Incubator, when interior space is 25,000 sq.ft. or less in gross floor area		P	P	P	
Cannabis Incubator, when interior space is over 25,000 sq.ft. in gross floor area.		SE	P	P	

Use	CG	CR	PUD-V	PUD-R
Tobacco stores, vapor and hookah lounges, CBD and Hemp stores, alcoholic beverage stores, and cannabis dispensaries and sales facilities located at least 500 feet from any existing tobacco store, vapor and hookah lounge, or cannabis dispensary and sales facility use in this category. These uses shall also be located at least 500 feet from any pre-existing primary or secondary school, licensed or registered child day care provider, playground, recreation center (or recreation center fitness and recreational sports center), library, public park, or religious sanctuary.	P	P	P	P

April 2, 2025

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

Topic:

Approval of an Ordinance - Quit Claim Washington County Museum of Fine Arts

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Quit_Claim_of_an_Undeveloped_Right-of-Way.pdf

Description

Approval of an Ordinance -
Quit Claim of an
Undeveloped Right-of-Way

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: May 27, 2025

TOPIC: Approval of an Ordinance – Quit Claim of an undeveloped right-of-way

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

MOTION: I hereby move for the approval of an ordinance to quit claim an undeveloped portion of the Key Street right-of-way adjacent to lands owned by the Washington County Fine Arts Museum to allow for future expansion of their facilities. The City Council has determined that this right-of-way is no longer needed for a public purpose.

DATE OF INTRODUCTION: 4/22/2025
DATE OF APPROVAL: 5/27/2025
EFFECTIVE DATE: 6/27/2025

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE MAKING A DETERMINATION
THAT CERTAIN PROPERTY IS NO LONGER
NEEDED FOR A PUBLIC PURPOSE AND AUTHORIZING
CONVEYANCE TO ADJOINING PROPERTY OWNER**

RECITALS

WHEREAS, the City of Hagerstown is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland; and

WHEREAS, the City has an interest in an approximately 0.148 acre right-of-way, which runs in a westerly direction beyond the terminus of Key Street in Hagerstown, Maryland (hereinafter the "Right-of-Way"); and

WHEREAS, in accordance with the provision of the Maryland Code and the Charter of the City of Hagerstown, the Mayor and Council, as the duly constituted legislative body for the City has determined that the Right-of-Way is no longer needed for a public purpose; and

WHEREAS, the Washington County Museum of Fine Arts, Inc., a Maryland Corporation, owns property located at 111 and 115 Key Street, Hagerstown, Maryland and adjoining the Right-of-Way and has requested that the City execute a quit claim deed vesting it with title to Right-of-Way adjoining its property;

WHEREAS, CSX Transportation, Inc., a Virginia Corporation authorized to conduct business in Maryland, also owns property located adjoining the Right-of-Way and has agreed to the City's Quit Claim of the Alley to the Washington County Museum of Fine Arts, Inc., so long as the Museum retains and maintains a fence (approximately 112.5 feet +/- in length) between the Right-of-Way and the CSX rail spur which runs parallel to said Right-of-Way;

WHEREAS, the introduction of this Ordinance shall constitute the twenty (20)-day notice of the proposed transfer as required by law; and

WHEREAS, the Mayor and Council find that the property may be quit claimed and conveyed to the adjoining landowner, the Washington County Museum of Fine Arts, Inc., as reflected on the attached Quit Claim Deed.

NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED as follows:

1. That the foregoing recitals be and are incorporated herein as if fully set forth.
2. That the Mayor and Council find that the Right-of Way is no longer needed for a public purpose.

3. That the Mayor be and is hereby authorized to execute and deliver the Quit Claim Deed, a copy of which is attached hereto and incorporated herein by reference, vesting title of the Right-of-Way in and to the adjoining property owner, the Washington County Museum of Fine Arts, Inc. The description and extent of the property so conveyed is as set forth on Exhibit A attached to said Quit Claim Deed.

4. That the Mayor be and is hereby authorized to execute additional documentation and take all necessary steps to carry out the purpose of this Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that this Ordinance shall become effective upon the expiration of 30 days from the date of its passage.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

William B. McIntire, Mayor

Date of Introduction: April 22, 2025
Date of Passage: May 27, 2025
Effective Date: June 27, 2025

PREPARED BY:
SALVATORE & MORTON
CITY ATTORNEYS

NO TITLE EXAM

THIS QUIT CLAIM DEED, made this ____, day of _____ 2025, by and between **CITY OF HAGERSTOWN**, a municipal corporation existing under and by virtue of the Laws of the State of Maryland, party of the first part, Grantor, and the **WASHINGTON COUNTY MUSEUM OF FINE ARTS, INC.**, party of the second part, Grantee.

RECITALS

The **GRANTOR** has an interest in an approximately 0.148 acre right-of-way, which runs in a westerly direction beyond the terminus of Key Street in Hagerstown, Maryland in the City of Hagerstown, Maryland.

The Mayor and Council of the City of Hagerstown, as its duly constituted legislative body, and pursuant to Section 5-204 of the Local Government Article of the Annotated Code of Maryland and the Charter of the City of Hagerstown, have determined that the said 0.148 acre portion of said right-of-way, as hereinafter described and shown, is no longer needed for a public purpose.

WHEREAS, the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body on May 27, 2025 passed an ordinance declaring the hereinafter described property is not needed for a public purpose.

WHEREAS, the Mayor and Council of the City of Hagerstown have determined to Quit Claim any interest that it may have in the said Right-of-Way to the Grantee herein.

WHEREAS, the purpose of this Quit Claim Deed is to transfer ownership of all that hereinafter described property to the Washington County Museum of Fine Arts, Inc.

WHEREAS, as a condition of the Quit Claim, the Washington County Museum of Fine Arts, Inc. agrees that it shall retain and maintain a fence (approximately 112.5 feet +/- in length) between the Right-of-Way and the CSX Transportation, Inc. rail spur which runs parallel to said Right-of-Way.

WHEREAS, each and every paragraph of these Recitals is incorporated in the remainder of this Quit Claim Deed and constitutes a part thereof.

WITNESSETH:

NOW, THEREFORE, the **GRANTOR**, for no monetary consideration, but for other good and valuable consideration, does by these presents release and forever quitclaim to **GRANTEE**, all the right, title, interest, estate, claims, and demands, both at law and in equity of the **GRANTOR** in and to the hereinafter described portion of the Key Street Right-of-Way situate and lying in Election District 03, City of Hagerstown, Washington County, Maryland,

described as "Portion of Key Street R/W as shown on Plat Folio 33 to be Quit Claimed by the City of Hagerstown 0.148 Ac." on the drawing dated February 24, 2025 and prepared by Frederick Seibert & Associates, Inc., entitled "Boundary Line Survey for Washington County Museum of Fine Arts Situate at 111 & 115 Key Street Hagerstown, MD," attached hereto as Exhibit A, and incorporated by reference.

The above-described parcel is hereby conveyed subject to and together with any and all conditions, restrictions, limitations, easements and rights of way of record applicable thereto. **The City specifically reserves unto itself a perpetual and permanent easement over all of said quitclaimed property for access to the electric and communication system including all trenches, conduits, cables, poles, guy wires & anchors, and other facilities over, under, and upon said property, for the purpose of constructing, inspecting, maintaining, repairing, altering, replacing, operating and/or removing said utility lines, with the further right to install, maintain, operate and replace its facilities without responsibility for any damages caused thereby to trees, bushes and undergrowth, and other obstructions interfering with the safe and proper operation and maintenance thereof.** This easement is for the benefit of the City and shall be covenant running with said lands and binding upon the Washington County Museum of Fine Arts, Inc., its heirs, successors and assigns.

This deed has been prepared without the benefit of a title examination. All parties affirm their understanding that only a title examination will disclose the status of title, including but not limited to, the quality and quantity of title; the possibility of other persons having an interest in the property conveyed by this deed, as well as any other matters disclosed by an examination of title. Notwithstanding this disclosure and having been fully informed of the cost of accomplishing an examination of title, they elect not to have an examination of this title and release the scrivener of this deed from all and any loss, claim, damages and/or liability resulting from a condition of title which might have been disclosed by a title examination of the property conveyed by this deed.

AFFIDAVIT OF TOTAL PAYMENT TO GRANTOR(S)

Pursuant to the Annotated Code of Maryland, Tax General Article Section 10-912, the herein Grantor(s) hereby state under the penalties of perjury that:

- (1) It is a Resident Entity of the State of Maryland;
- (2) The purchase price of the herein described property is \$0.00, as recited herein;

The above property is conveyed subject to and together with all the conditions, restrictions, easements, and rights of way of record applicable thereto.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized representative, and its corporate seal to be hereunto duly affixed and attested by the

City Clerk.

**WITNESS AND ATTEST
AS TO CORPORATE SEAL:**

CITY OF HAGERSTOWN

Donna K. Spickler
City Clerk

By: _____ (SEAL)
William B. McIntire
Mayor

STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I HEREBY CERTIFY, That on this _____ day of _____, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William B. McIntire, who acknowledged himself to be the Mayor of the City of Hagerstown, a Maryland Municipal Corporation, and that he as such Officer being authorized so to do, executed the foregoing Quit Claim Deed for the purposes therein by signing, in my presence, the name of the City of Hagerstown, by himself as Mayor, and certified that this conveyance is not part of transaction in which there is a sale, lease exchange or other transfer or all or substantially all of the property and assets of the City of Hagerstown, Maryland.

AS WITNESS my hand and Notarial Seal.

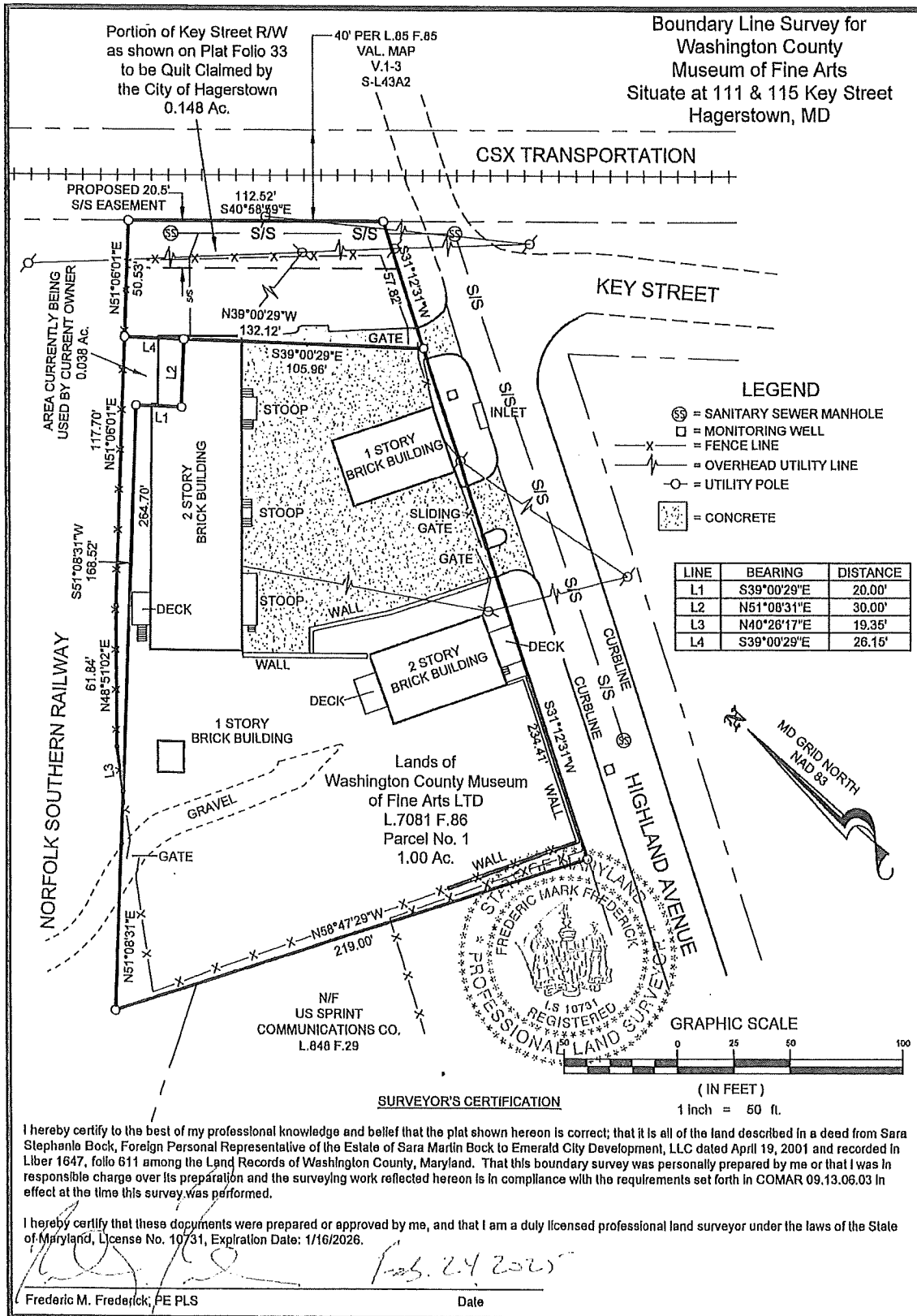
Notary Public

My Commission Expires: _____

I HEREBY CERTIFY, that the above instrument was prepared by or under the supervision of an attorney admitted to practice of law in the State of Maryland.

Jason Morton

Mail to: The Washington County Museum of Fine Arts, Inc.
400 Museum Drive
Hagerstown, Maryland 21740
Attn: Sarah J. Hall, Executive Director



Tax Map		312-1201	
DWN BY	M. Cassna	DATE	2/10/25
PROJECT MANAGER	M. Cassna	EMAIL	MCassna@FSA-Inc.com
SCALE		1" = 50'	
SHEET 1 OF 1			



FREDERICK, SEIBERT & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS

PROJECT NO. 2022-0180

120 SOUTH POTOAC STREET HAGERSTOWN, MD 21740 301.791.3630	20 WEST BALTIMORE STREET GREENCASTLE, PA 17225 717.597.1007	605 SOUTH HANOVER STREET CARLISLE, PA 17013 717.701.8111	15 EAST MAIN STREET NEW BLOOMFIELD, PA 17058 717.275.7631
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P:\SWARED FOLDERS\PROJECTS\2025\2022-0180\103\2022-0180 BOUNDARY PLAT REVISED 2-10-25.DWG 2025-02-21

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

Topic:

Approval of an Ordinance: Tax Rate beginning July 1, 2025

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of an Ordinance: Budget FY 2025/2026

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Introduction of an Ordinance: Outdoor Lodging

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of a Resolution: Community Rescue Service (CRS) Fuel Cost Reimbursement Agreement

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

CRS_Fuel_Cost_Reimbursement_Agreement_Council_Packet.pdf

Community Rescue Service
Fuel Cost Reimbursement
Agreement



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: May 2, 2025

Re: Community Rescue Service
Fuel Cost Reimbursement Agreement

MAYOR AND COUNCIL ACTION REQUESTED

Staff is seeking Mayor and Council approval for the City of Hagerstown to enter into a new Fuel Cost Reimbursement Agreement with CRS (Community Rescue Service) allowing CRS to continue to purchase diesel fuel and gasoline from the city's fueling station located at 51 W. Memorial Blvd. under a cost-plus arrangement.

DISCUSSION

In October 2020, the City of Hagerstown and CRS entered into a formal agreement with the City to sell diesel fuel and gasoline to CRS for their ambulatory services. The five-year agreement will expire on November 30, 2025. This would be a new five-year agreement between the City and CRS starting in 2025.

Conditions within the agreement would remain relatively the same as the previous agreement. The City purchases the diesel fuel and gasoline and dispenses them from the City facility located at 51 W. Memorial Blvd. Access to this site would be available 24 hours per day, 7 days per week. Tracking of the dispensed fuel is done through a fuel management system known as Gasboy. Staff would provide the necessary authorization devices (key fobs) required by Gasboy to operate the fuel pumps.

FINANCIAL IMPACT

The diesel fuel and gasoline sold to CRS would be at the same cost purchased by the City plus an administrative fee. The current administrative fee is 9.5%. Invoicing to CRS would be provided monthly.

RECOMMENDATION

Approval of this agreement allows the City to continue to sell diesel fuel and gasoline to CRS, who is the predominant ambulance service in the City of Hagerstown. Staff will be available to answer any questions from the Mayor and Council.

Att: Fuel Cost Reimbursement Agreement

C: Finance Department (via digital copy)
Central Maintenance Garage Staff (via digital copy)

Public Works Department
51 West Memorial Blvd.
Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 178

Parks and Recreation Division
351 North Cleveland Ave.
Hagerstown, MD 21740
Ext. 169

Parking Division
1 E. Franklin St.
Hagerstown, MD 21740
Ext.479

FUEL COST REIMBURSEMENT AGREEMENT

This Fuel Cost Reimbursement Agreement (hereinafter "Agreement") is made this _____ day of _____, 2025, by and between the City of Hagerstown, Maryland, a Maryland Municipal Corporation (hereinafter "City"), and Community Rescue Service, Inc., a private Maryland Non-Profit Organization (hereinafter "CRS").

WHEREAS, City as a local government entity and a Maryland Municipal Corporation obtains gasoline and diesel fuel for its municipal use; and

WHEREAS, said gasoline and diesel fuel is distributed to municipal vehicles from its fuel station located at 51 West Memorial Blvd. in Hagerstown, Washington County, Maryland (the "Fuel Station"); and

WHEREAS, the City and CRS are Parties to a Fuel Cost Reimbursement Agreement, dated December 1, 2020 (the "2020 Agreement") which permits CRS to obtain fuels at the Fuel Station in connection with the operation of its ambulance service and emergency care business operation; and

WHEREAS, the 2020 Agreement expires on November 30, 2025; and

WHEREAS, the City does not operate a public ambulance service; and

WHEREAS, CRS is the largest ambulance service and emergency care provider in Washington County, Maryland; and

WHEREAS, CRS is the predominant ambulance service and emergency care provider in the City of Hagerstown, providing service throughout the corporate limits of the City to all persons, regardless of their ability to pay; and

WHEREAS, CRS regularly performs stand-by ambulance service and emergency care for the City at City sponsored public events for no charge; and

WHEREAS, CRS provides an annual fee schedule to the City delineating its ambulance service and emergency care fees; and

WHEREAS, a member of the elected body of the City of Hagerstown has traditionally held and currently holds a Director position on the Board of Directors of CRS; and

WHEREAS, the City traditionally provides financial support to CRS in the form of an annual donation to its operating expenses; and

WHEREAS, CRS has requested that the parties enter into a new Fuel Cost Reimbursement Agreement in order to continue to utilize the Fuel Station to obtain gasoline and diesel fuel from the City in connection with the operation of its private, non-profit ambulance service and emergency care business operation; and

WHEREAS, the Mayor and Council find that it is in the best interests of the citizens of the City of Hagerstown to continue to assist CRS in this regard.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals be and are hereby incorporated herein as if restated verbatim. The Parties hereto agree that the representations contained in the recitals be and are conditions precedent to the obligations of the Parties hereunder.

2. City hereby agrees to provide to CRS and CRS hereby agrees to obtain from City, gasoline and diesel fuel for use in connection with its ambulance service and emergency care operation in the City of Hagerstown, pursuant to the terms and conditions hereof.

3. CRS shall obtain no more than approximately 500 gallons of gasoline per month and approximately 2,500 gallons of diesel fuel per month from City, at and for a cost equal to the price per gallon for which the City has purchased said gasoline and diesel fuel, plus the City's then-current cost recovery multiplier applicable to all City departments. City shall provide CRS access to its Fuel Station at 51 West Memorial Blvd., Hagerstown, Washington County, Maryland, 24 hours per day, 7 days per week for this purpose.

4. City shall provide CRS with appropriate GasBoy authorization fobs for its employees and vehicles. Upon the request of CRS, City shall issue appropriate authorization fobs for new vehicles or new employees as needed. The authorization fobs shall remain the property of the City and shall be returned to the City immediately for each employee who is no longer employed by CRS, and also for each vehicle that is no longer used by CRS. Upon the request of the City, CRS shall provide a periodic list of all vehicles and authorized employees who have been provided said authorization fobs.

5. CRS shall immediately inform City when and if an authorization fob is lost, stolen, or destroyed, or when an employee is terminated (or resigns) or a vehicle is no longer used by CRS.

6. City shall track all fuel sales attributable to CRS's vehicles and/or employees and bill CRS on a monthly basis for gasoline and diesel fuel obtained by CRS. CRS's cost of gasoline and diesel fuel shall be equal to the per gallon cost incurred by the City for the fuel inventory obtained by CRS, plus the City's then-current cost recovery multiplier applicable to all City departments. Current cost invoices shall be made available to CRS at all reasonable times upon request. CRS agrees to pay said invoice in immediately available funds within thirty (30) days of issuance of said invoice.

7. The term of this Agreement shall be for sixty (60) months from the date of execution. The execution of this Agreement shall operate to terminate the 2020 Agreement, except as to any obligations outstanding as of the execution of this Agreement. Either party hereto

shall have the absolute right to immediately terminate this Agreement upon sending written notice to the other party. Upon termination by either party, CRS and its employees shall immediately cease and desist from obtaining fuel from the City's Fuel Station, and shall immediately surrender all authorization fobs to City.

8. All notices provided herein shall be provided by first class mail or via facsimile transmission as follows:

If to City: City Administrator
 City Hall
 1 E. Franklin Street
 Hagerstown, MD 21740

Copy to: Public Works Director
 51 West Memorial Blvd.
 Hagerstown, MD 21740

 Jason Morton
 Salvatore & Morton, LLC
 82 West Washington Street, Suite 100
 Hagerstown, Maryland 21740

If to CRS: Community Rescue Service, Inc.
 110 Eastern Blvd. North
 Hagerstown, MD 21740

9. This Agreement shall be construed pursuant to the laws of the State of Maryland. The parties hereto agree hereby and consent to the exclusive jurisdiction of and venue in the State Courts located in Washington County, Maryland for any dispute arising hereunder.

10. CRS hereby agrees to abide by all of the procedures established by City with regard to obtaining gasoline and diesel fuel, the use of the Fuel Station, the use of the authorization fobs, and to abide by the posted rules on City owned property. The City shall have the absolute right to establish, implement, change or modify any such policies, procedures, or regulations, from time to time.

11. CRS hereby agrees to hold City harmless and indemnify City and its agents, servants, and employees, for any loss, claim, damages, charges, fees or other expense incurred as a result of CRS's obtaining gasoline and diesel fuel pursuant to this Agreement, CRS's use of the Fuel Station or CRS's presence on City-owned property. CRS further agrees to indemnify City for any loss or damage incurred to City property whether real, personal or mixed, as a result of CRS's use or access thereto pursuant to this Agreement.

12. CRS shall maintain a policy of general liability insurance in a minimum amount of \$1,000,000.00 and name City as an additional insured on said policy. CRS shall maintain auto liability insurance in a minimum amount of \$1,000,000 and name the City as an additional insured

on said policy. CRS shall maintain excess liability insurance in a minimum amount of \$2,000,000 and name the City as an additional insured on said policy. CRS shall provide a certificate of said insurances to the City upon execution of this Agreement, and at all reasonable times thereafter when requested by the City. CRS shall immediately advise City in writing of any termination or lapse of said insurance.

13. City does not guarantee CRS a certain quantity of gasoline or diesel fuel will be available to CRS or warrant the quality of gasoline or diesel fuel available to CRS during the term of this Agreement. CRS hereby acknowledges that City shall not be held liable for any damage, loss or claim that may arise as a result of CRS being unable to obtain gasoline or diesel fuel pursuant hereto.

The parties hereto have executed this Agreement on the date first above written.

ATTEST:

THE CITY OF HAGERSTOWN

Donna K. Spickler, City Clerk

By: _____
William B. McIntire, Mayor

ATTEST:

COMMUNITY RESCUE SERVICE, INC.

Christopher Stockslager, Corporate Secretary

By: _____
Donna Mitchell, President

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: May 27, 2025

TOPIC: **APPROVAL OF A RESOLUTION: COMMUNITY RESCUE SERVICE FUEL COST
REIMBURSEMENT AGREEMENT**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for Mayor and Council to approve a resolution authorizing the execution and delivery of an agreement between the City of Hagerstown and the Community Rescue Service for the reimbursement of diesel fuel and gasoline obtained from the city facility located at 51 W. Memorial Boulevard.

The fuel cost reimbursement agreement is for a term of 5 years commencing on December 1, 2025.

DATE OF INTRODUCTION:	MAY 27, 2025
DATE OF PASSAGE:	MAY 27, 2025
EFFECTIVE DATE:	MAY 27, 2025

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE ENTRY INTO A FUEL COST REIMBURSEMENT
AGREEMENT WITH COMMUNITY RESCUE SERVICE, INC.
TO PROVIDE GASOLINE AND DIESEL FUEL**

RECITALS

WHEREAS, the City of Hagerstown is a Maryland Municipal Corporation which obtains gasoline and diesel fuels for its municipal use; and

WHEREAS, the said gasoline and diesel fuel is distributed to municipal vehicles from its fuel station located at 51 West Memorial Boulevard in Hagerstown, Washington County, Maryland; and

WHEREAS, the City is a party to a Fuel Cost Reimbursement Agreement dated December 1, 2020, with Community Rescue Service, Inc. ("CRS"), an ambulance service and emergency care provider, which permits CRS to obtain fuels at the aforementioned fuel station in connection with the operation of its non-profit business operation; and

WHEREAS, CRS reimburses the City for all costs in connection with fuels obtained by CRS pursuant to the terms of this Agreement; and

WHEREAS, said Agreement shall expire as of November 30, 2025; and

WHEREAS, the City and CRS desire to enter into a new Fuel Cost Reimbursement Agreement for this purpose and for a term of five (5) years; and

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 do so.

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

1. The foregoing recitals be and are hereby incorporated herein by reference.
2. That the Mayor be and is hereby authorized to execute and deliver the Fuel Cost Reimbursement Agreement, a copy of 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

William B. McIntire Mayor

Date of Introduction: May 27, 2025
Date of Passage: May 27, 2025
Effective Date: May 27, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
City Attorneys

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

Topic:

Approval of a Resolution: Safe Streets for All Safety Action Plan

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of a Resolution: License Agreement with Antietam Paper Company

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Approval_of_License_Agreement-Hager5.LLC.pdf

Description

Approval of License
Agreement - Hager5, LLC

REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: May 27, 2025

TOPIC: Approval of License Agreement – Hager5, LLC

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

MOTION: I hereby move for the approval of a License Agreement with Hager5, LLC to occupy and use City-owned land adjacent to the Hagerstown Cultural Trail at the Antietam Paper Building at 37 W. Antietam Street. Hager5, LLC plans to construct a deck, steps, and a patio area adjacent to the Cultural Trail, but will not obstruct the trail with these improvements.

DATE OF INTRODUCTION: 5/27/2025
DATE OF APPROVAL: 5/27/2025
EFFECTIVE DATE: 5/27/2025

LICENSE AGREEMENT

This Agreement entered into this ____ day of _____, 2025, by and between the City of Hagerstown, a Maryland municipal corporation, hereinafter called City and **HAGER5, LLC**, hereinafter called Licensee.

WHEREAS, the City is the owner of certain real estate located within the corporate boundaries of the City of Hagerstown and more particularly described on the attached Exhibit “B” as “City property” and

WHEREAS, Licensee desires to occupy or utilize a portion of the City’s property for purposes set forth on the attached Exhibit A, and

WHEREAS, the City is willing to grant a license to the Licensee to accomplish the purposes of the Licensee as set forth on Exhibit A subject to the following terms and conditions.

WITNESSETH, that for and in consideration of the mutual promises herein contained the City and the Licensee agree as follows:

1. The City of Hagerstown does hereby grant a license to the Licensee covering the property described in Exhibit B for the purposes set forth on the attached Exhibit A but subject to the terms of this Agreement.
2. The Licensee shall be responsible for all costs of construction, permits, and any other cost associated with the intended use of the Licensee and said use shall be in conformance with all of the requirements of the City and State Building Codes or any other applicable laws.
3. The Licensee shall be responsible for the repair and maintenance of any construction which it undertakes on the property of the City as described in Exhibit A.
4. The Licensee will indemnify and hold harmless the City from any actions, causes of actions, claims, damages, taxes, permit fees, or any other claims including but not limited to, attorney’s fees and costs of suit arising from any action brought against the City as a result of the Licensee’s use of City property as described herein not resulting from the affirmative negligence of the City or its employees or agents.
5. The Licensee shall construct a deck, concrete steps, and an access ramp on the west side of the Antietam Paper building on City property in the space between the building and the Hagerstown Cultural Trail. Licensee shall be responsible for repairing any damage to the Cultural Trail, lights, trees, landscaping and/or underground facilities caused by

this construction, and shall also be responsible for the relocation of any existing signs trees and/or landscaping along the Cultural Trail.

6. In the event of termination of this Agreement, the Licensee, upon request, shall remove the deck, concrete steps, and access ramp and shall restore the area to existing conditions as of the execution of this Agreement. Any damage to pavement, curb, etc. on City property shall be replaced by the Licensee. If the Licensee fails to remove these improvements after termination of this Agreement and notification from the City, the City shall have the improvements removed at the Licensee's expense.
7. This license shall terminate upon the earliest of any of the following:
 - (a) Ninety days after notice to the Licensee from the City that it desires to terminate this license;
 - (b) A transfer of ownership of the property described in Exhibit B from the specific Licensee identified herein (this License **shall not** run with the land); or
 - (c) Destruction or removal or discontinued use of the improvements described on the attached
Exhibit A

Witness our hands and seals the day and year first above written.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

William McIntire, Mayor

ATTEST:

HAGER 5, LLC

BY:

Name and title
Licensee

Attachments: Exhibits A, B

EXHIBIT A

LICENSE AGREEMENT FOR HAGER5, LLC

The Licensee shall construct a deck, concrete steps, and an access ramp on the west side of the Antietam Paper building on City property in the space between the building and the Hagerstown Cultural Trail. Design shall be subject to written approval by City Engineering Staff, with such approval not to be unreasonably withheld. Licensee shall be responsible for repairing any damage to the Cultural Trail, lights, or underground facilities caused by this construction, or caused by Licensee's subsequent use of said area.

NOTE: ALL EXISTING LANDSCAPING AT THE SITE THAT IS
DISTURBED/DESTROYED BY THE CONSTRUCTION MUST BE REPLACED

LANDSCAPE SCHEDULE - PAGE 1				
KEY	COMMON NAME	BOTANICAL NAME	QUAN.	UNIT
	AUTUMN BRILLIANCE SORGHEERB	MELALOECH CANADENSIS AUTUMN BRILLIANCE	10	1 3/4 CAL. M.
	WINTER' COB BAYWOOD	ROSE ARJUNELLA MEX. BAYWOOD WINTER COB	18	3 CAL.

FOX
 & ASSOCIATES INC.
 100 N. W. 10th Ave.

FOX & ASSOCIATES, INC.
ENGINEERS • SURVEYORS • PLANNERS

SITE PLAN / LANDSCAPE PLAN
25 ANTIETAM PAPER BLDG., REDEVELOPMENT
PHASE I
SITUATES AT 25 - 37 WEST ANTIETAM STREET
CITY OF HAGERSTOWN

SCALE: 1"=10'



I HEREBY CERTIFY THAT THE ABOVE
IS A TRUE AND CORRECT COPY OF
THE ORIGINAL AS SUBMITTED BY
THE ENGINEER IN CHARGE OF THE
PROJECT AND THAT THE SAME IS
IN ACCORDANCE WITH THE
REQUIREMENTS OF THE STATE OF MARYLAND
LENDER NO. 20023 DATE 1/1/2024

PROJECT NO. 34-32141
DRAWING NO. D-2648
DATE: DECEMBER 2024
DRAWN BY: RLO

SHEET 4 OF 14

EXHIBIT B

25-2024-06

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

Topic:

Approval of a Resolution: Lease Agreement with University System of Maryland Hagerstown for 60 W. Washington Street

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

052725_RS_USMH_Lease.pdf

Description

Approval_Lease agreement
with USMH for W.
Washington Street

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: May 27, 2025

TOPIC: **Approval of Lease Agreement**

Charter Amendment	—
Code Amendment	—
Ordinance	—
Resolution	— X —
Other	—

MOTION: I hereby move that the Mayor and City Council approve the attached resolution authorizing the Lease Agreement with the University System of Maryland Hagerstown at the City of Hagerstown property located at 60 West Washington Street, in Hagerstown, MD. The term of the lease shall be June 1, 2025 to June 30, 2030. Staff, in consultation with the City Attorney, may make minor, non-substantive edits as necessary to finalize the Lease Agreement.

DATE OF INTRODUCTION:	5/27/2025
DATE OF PASSAGE:	5/27/2025
EFFECTIVE DATE:	5/27/2025

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN
TO ENTER INTO A LEASE AGREEMENT WITH UNIVERSITY SYSTEM OF MARYLAND
HAGERSTOWN
FOR THE REAL PROPERTY KNOWN AS 60 W. WASHINGTON
STREET, HAGERSTOWN, MARYLAND**

RECITALS

WHEREAS, the City owns a certain improved real property located in Hagerstown, Washington County, Maryland, known as 60 W. Washington Street, (the "Property"); and

WHEREAS, the City desires to Lease the entirety of the Property, excluding the basement, to the Tenant; and

WHEREAS, Tenant desires to enter into a lease of the entirety of the Property, excluding the basement, pursuant to the terms hereof and operate at said location for the period from June 1, 2025 through June 30, 2030; and

WHEREAS, the parties are also party to that certain Lease Agreement dated October 23, 2012, which after operation of two (2) Renewal Terms, expires on June 30, 2027 ("2012 Lease Agreement.") The parties hereby agree that the 2012 Lease Agreement shall terminate upon the execution of this Lease Agreement, with no party having any further obligation under said 2012 Lease Agreement, except as to (1) any unpaid rent thereunder; and (2) any claims brought within the applicable statute of limitations against the Landlord under Section 11 thereunder; and

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

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

1. That it adopts herein the foregoing Recitals and authorizes the City of Hagerstown to enter into a Lease Agreement with the University System of Hagerstown Maryland for the Property, pursuant to the terms of the Lease Agreement attached hereto and incorporated herein by reference.
2. The Mayor be and is hereby authorized to execute and deliver the Lease Agreement attached hereto, and to execute any additional documentation required to effectuate the purpose of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

William B. McIntire, Mayor

Date of Introduction: May 27, 2025
Date of Passage: May 27, 2025
Effective Date: May 27, 2025

Prepared by:
SALVATORE & MORTON, LLC
City Attorneys

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") entered into on ____ day of _____, 2025, by and between THE CITY OF HAGERSTOWN, a Maryland Municipal Corporation, existing under and by virtue of the laws of the State of Maryland, hereinafter called "City" or "Landlord," and the University System of Maryland Hagerstown, a regional education center managed by Frostburg State University, both constituent institutions of the University System of Maryland, Located at 32 W. Washington Street, Hagerstown, MD 21740 "Tenant".

WHEREAS, the City owns a certain improved real property located in Hagerstown, Washington County, Maryland, known as 60 W. Washington Street, (the "Property"); and

WHEREAS, the City desires to Lease the entirety of the Property to the Tenant; and

WHEREAS, Tenant desires to enter into a lease of the entirety of the Property pursuant to the terms hereof; and

WHEREAS, the parties are also party to that certain Lease Agreement dated October 23, 2012, which after operation of two (2) Renewal Terms, expires on June 30, 2027 ("2012 Lease Agreement.") The parties hereby agree that the 2012 Lease Agreement shall terminate upon the execution of this Agreement, with no party having any further obligation under said 2012 Lease Agreement, except as to (1) any unpaid rent thereunder; and (2) any claims brought within the applicable statute of limitations against the Landlord under Section 11 thereunder.

NOW THEREFORE, in consideration of the obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

SECTION 1 **DEMISE OF PROPERTY**

Landlord, for and in consideration of the payment of the rent and performance of the covenants and agreements hereinafter mentioned, hereby leases to Tenant and tenant hereby leases from Landlord the entirety of the Property consisting of approximately 9,320 total square feet, more particularly identified on the drawing attached **Exhibit 1**. Tenant shall not have access to the basement, which shall remain under the exclusive use and control of the Landlord. Landlord shall have the right to access the Men's Restroom and Women's Restroom and a Green Room during City-permitted events at University Plaza as follows: (1) Use shall be only by City Staff, event performers, and event organizers authorized by City Staff; (2) Use during any new events not yet scheduled in 2025 must be approved in writing by Tenant prior to the event; and (3) Use during the Christkindl Event each December shall be permitted for the duration of this Agreement. Landlord be entitled to schedule events at University Plaza, which adjoins the Property, in accordance with the Memorandum of Understanding between the parties as to Operations dated January 12, 2025.

SECTION 2

TERM

The Property described herein is leased by Landlord to Tenant for a term of 5 years (60 Months) beginning on the 1st day of June, 2025 and terminating on the 30th day of June, 2030 at and for rental as set forth in Section 3 – Rent. Upon the expiration of the term, the rights of the Parties shall be construed pursuant to Section 16 hereof. In no event shall the tenancy be extended or renewed absent an express written agreement between the Parties.

SECTION 3

RENT

3.1 The Rent due by Tenant for the period of June 1, 2025 to May 31, 2026, shall be in the amount of One Hundred Thirty Eight Thousand Six Hundred Sixty One Dollars and Forty Cents (\$138,661.40) per annum, which is equivalent to 2700 usable square feet, more or less, at a rate of Twelve Dollars and Twenty Cents (\$12.20) and 6620 Sq ft at Fifteen Dollars and Ninety Seven Cents (\$15.97) per square feet, in equal monthly installments of Eleven Thousand Five Hundred Fifty Five Dollars and Twelve Cents (\$11,555.12) due and payable on the first day of each month. Rent shall accrue from the Rent Commencement Date.

3.2 For the period of June 1, 2026 to May 31, 2027, shall be in the amount of One Hundred Thirty Eight Thousand Six Hundred Sixty One Dollars and Forty Cents (\$138,661.40) per annum, which is equivalent to 2700 usable square feet, more or less, at a rate of Twelve Dollars and Twenty Cents (\$12.20) and 6620 Sq ft at Fifteen Dollars and Ninety Seven Cents (\$15.97) per square feet, in equal monthly installments of Eleven Thousand Five Hundred Fifty Five Dollars and Twelve Cents (\$11,555.12) due and payable on the first day of each month.

3.3 For the period of June 1, 2027 to May 31, 2028, shall be in the amount of One Hundred Fifty Three Thousand Three Hundred Fourteen Dollars (\$153,314) per annum, which is equivalent to and 9,320 Sq ft at Sixteen Dollars and Forty Five Cents (\$16.45) per square feet, in equal monthly installments of Twelve Thousand Seven Hundred Seventy Six Dollars and Seventeen Cents (\$12,776.17) due and payable on the first day of each month.

3.4 For the period of June 1, 2028 to May 31, 2029, shall be in the amount of One Hundred Fifty Seven Thousand Eight Hundred Eighty Dollars and Eighty Cents (\$157,880.80) per annum, which is equivalent to and 9,320 Sq ft at Sixteen Dollars and Ninety Four Cents (\$16.94) per square feet, in equal monthly installments of Thirteen Thousand One Hundred Fifty Six Dollars and Seventy Three Cents (\$13,156.73) due and payable on the first day of each month.

3.5 For the period of June 1, 2029 to June 30, 2030, shall be in the amount of One Hundred Seventy Six Thousand One Hundred Eighty Six Dollars and Seventy Nine Cents (\$176,186.79) Total, which is equivalent to 9,320 Sq ft at Seventeen Dollars and Forty Five Cents (\$17.45) per square feet, in equal monthly installments of Thirteen Thousand Five Hundred Fifty Two Dollars and Eighty Three Cents (\$13,552.83) due and payable on the first day of each month.

SECTION 4
USE FEES; UTILITIES

Landlord shall be responsible for paying for water, sewer, fire alarm fees, sprinkler fees, and the cost of pest control and the costs thereof shall be included in the rent paid by Tenant. Landlord shall replace light bulbs. Tenant shall be responsible for electricity, gas, heating, trash removal services, parking, internet service, and any other utilities. The City shall have the right to use the water hose connected to the Property (spigot located next to the outdoor stage.)

TENANT SHALL NOT BE RESPONSIBLE FOR OR PAY REAL ESTATE PROPERTY TAXES. Tenant shall be responsible for any other applicable taxes or fees.

SECTION 5
COMPLIANCE TO MAINTAIN PROPERTY
IN COMPLIANCE WITH INSURANCE

Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Property, anything which will contravene the policy or policies of insurance against loss by fire or other causes, or which will increase the rate of fire or other insurance on the Property beyond the current rate. Should any act of Tenant so increase the rate, then, in addition to the rent hereinabove provided for, Tenant shall be liable for such additional premium, which shall be payable when billed as additional rent, collectible in the same manner as the annual rent. Tenant covenants that under no circumstances will it keep or permit to be kept, do or permit to be done, in or about the Property, anything of a character so hazardous as to render it difficult, impracticable, or impossible to secure such insurance in companies acceptable to Landlord. Tenant further covenants, immediately upon notice, to remove from the Property and/or to desist from any practice deemed by the insurance companies or the Fire Marshall as so affecting the insurance risk or otherwise presenting a hazard.

SECTION 6
MAINTENANCE

Tenant agrees to keep the interior of the Property, including the fixtures, equipment, personalty, and appurtenances thereto in good repair and will make all ordinary and replacement repairs as its expense. Tenant agrees to be responsible for all interior and exterior window cleaning. Tenant shall be responsible for snow removal and cleaning on front sidewalk and side sidewalk as needed. Tenant shall maintain the Property in a neat and clean condition and upon the expiration of the term of this Agreement surrender the entire Property in as good a state and condition as they were in at the commencement of the term, ordinary wear and tear excepted. If Tenant refuses or neglects to repair or replace the fixtures, equipment or personal property as required hereunder to the reasonable satisfaction of Landlord within a reasonable time following written demand to Tenant by Landlord, Landlord may make such repairs or replacements, and upon completion, Tenant shall pay Landlord's costs for making such repairs or replacements upon presentation of bills therefore, payable and collectible as additional rent.

Tenant shall be responsible and pay for all janitorial and cleaning services as may be required for the Property.

Landlord agrees to keep and maintain in good order and repair the exterior, the roof and all structural parts of the Property. Landlord shall maintain in good condition and repair the electrical, heating, cooling and plumbing systems which serve the Property. Landlord shall have the right to stop service of the heating, plumbing and electrical systems, when necessary, by reason of accident or emergency, or for repairs, alterations, replacements or improvements, which are necessary to be made. In the case of repairs, alterations, replacements or improvements, Landlord shall give Tenant at least five (5) days' notice of any anticipated interruption in utilities and/or other services; provided however, that if the utilities and/or other services shall be discontinued, stopped or interrupted and Tenant is thereby unable to operate its business at the Property, then Rental shall be abated until such services or utilities are restored; and provided also that Landlord shall be responsible for any failure to supply utilities or services caused by Landlord's own negligence.

SECTION 7 **ALTERATIONS**

Tenant further covenants that it will not make any alterations, additions, or changes of any kind to the Property, without first securing the written consent of Landlord, after submission of the plans therefor to Landlord for review and prior approval. Any alterations, additions, or changes as Landlord shall permit in writing shall be made at Tenant's sole expense. This shall not be construed to deny the Tenant the right to do usual and customary decorating of the Property. Tenant agrees that all improvements to the Property shall become the property of the Landlord at the time of installation. Upon execution of this Agreement, the items currently located at the property identified in **Exhibit 2** Furniture and Furnishings shall become the property of Tenant. The Tenant will be fully responsible for any and all maintenance, repair or replacement of these items. Upon termination of the Agreement, the Tenant must return the space to the Landlord free and clear of all furniture and furnishings.

SECTION 8 **USE**

The Property shall be used by the Tenant solely for the purpose of operating its undergraduate and graduate classes and any related administrative activities incidental thereto. No other use may be made of the Property unless approved in writing by the Landlord.

Tenant shall at all times during the term hereof remain in good standing with the State of Maryland, maintain all applicable licenses and approvals current and valid. Failure to cure a violation of this provision within thirty (30) days of written notice to do so shall constitute an event of default hereunder.

Tenant's agents, servants, employees, invitees, or other persons upon the Property under the control and direction of the Tenant shall not engage in any criminal activity upon the Property. Tenant, its agents, servants and employees shall not engage in any act intended to facilitate

criminal activity upon the Property or permit the Property to be used for any such criminal activity. Any violation of this provision shall be deemed an event of default hereunder.

Landlord warrants and represents that the Property is, and will remain throughout Tenant's tenancy, generally safe for use and occupation by Tenant, its employees, and its invitees, other than for an unsafe condition caused by the act or omission of Tenant, its employees or guests. The Landlord guarantees that the Property complies in all respects with (a) all state, federal and local building and fire codes and zoning requirements, including but not limited to the Maryland Building Performance Standards of the Annotated Code of Maryland, MD Code Ann. Pub Safety, §§12-501 - 12-508; (b) The Americans with Disabilities Act of 2008 (42 United States Code, Section 12101 et seq.); and (c) the Occupational Safety and Health Standards of the State of Maryland and the United States, including but not limited to the presence of friable asbestos or other hazardous materials or chemicals.

Should either the Landlord or Tenant be cited for any non-compliance or violation of any Act, Code or standards set forth in this section 8above and/or in other paragraphs his Section 8 or elsewhere in this Lease, the Landlord shall at its own expense by the date specified by such citation, correct all violations which are not specifically concerned with the placement or physical characteristics of the Tenant's furniture or equipment or which are not attributable to the negligence of the Tenant, its employees, or invitees.

Landlord shall, at its sole expense, promptly make such modifications to the Building, including the Common Areas and exterior property as are required to make the Property comply with all state, federal and local building and fire codes and zoning requirements, including but not limited to the Maryland Building Performance Standards of the Annotated Code of Maryland, Article 83B, Section 6, Subtitle 4; The Americans with Disabilities Act of 1990 (ADA) and the Maryland Building Code of Handicapped (MBCH). that there are no local building codes, Lessor shall comply with applicable national building codes.

In the event that it becomes necessary for any special permits, licenses or anything that may be requisite for the Tenant to occupy and use the Premises for the purposes set forth herein or as hereinafter may be agreed upon, then in said event. Tenant shall be responsible for the application and payment of any such permit or license fee if required, and such permits, licenses or requirements shall be requirements of the Tenant under this Lease.

SECTION 9

SIGNS

Tenant shall be permitted to install the name of Tenant and/or its trade names, on any interior walls. The Tenant may not erect or place any signs on the exterior of the Property which are visible from the exterior of the building unless they are in compliance with all applicable regulations and have been approved in writing and in advance by the Landlord. Said approval shall not be unreasonably withheld.

SECTION 10
ASSIGNMENT AND SUBLEASE

Tenant shall not assign this Lease nor sublet all or any portion of the Property to any person or entity without prior written approval from Landlord. Said approval shall be in the sole and absolute discretion of the Landlord.

SECTION 11
INDEMNITY AND LIABILITY INSURANCE

Tenant shall save and hold harmless and indemnify Landlord, its agents, servants, employees, officers and representatives from any and all claims of whatsoever nature or kind arising directly or indirectly from Tenant's use of the Property including any suits, demands, claims or fines of whatsoever nature or kind including personal injuries and property damage arising directly or indirectly under any circumstances by the exercise of the Tenant in the use of the Property.

The indemnity obligations of Tenant under this section are contingent upon the existence of an appropriation to the Tenant by the Maryland General Assembly for the purpose of satisfying this indemnity provision in particular at the time that the acts or omissions giving rise to the Tenant's obligations occur. To the extent that a tortious claim is involved, Tenant's obligations shall not be greater than the liability that might be determined under the Maryland Tort Claims Act, Section 12-101 et seq. of the State Government Article, Maryland Annotated Code (the "Act"), if the claim had been asserted against Tenant directly pursuant to the Act. Nothing contained in this Lease Agreement shall be construed to create an unfunded liability of Tenant.

To the extent permitted by law. Landlord shall defend, save and keep harmless and indemnify Tenant, its agents, servants, employees, officers or representatives from any and all claims of whatsoever nature or kind arising directly or indirectly from the negligence of the Landlord, its agents, servants, employees or contractors, and Landlord agrees to defend, save and hold harmless and indemnify Tenant from any suits, demands, claims or fines of whatsoever nature or kind including personal injuries arising directly or indirectly as a result of the negligence of the Landlord, its agents, servants, employees or contractors.

Maryland Code, State Finance and Procurement Article Section 9-105(c) obligates the Maryland State Treasurer to provide sufficient self-insurance, purchased insurance, or both, to cover the liability of the State and its units and personnel under the Maryland Tort Claims Act. Tenant certifies that it is a unit of the State of Maryland covered by the State's self-insurance program. Upon request, Tenant shall provide Landlord with evidence of such insurance. Tenant's liability for any claims shall be limited to the State's waiver of sovereign immunity as provided in the Maryland Code Annotated, State Government Article, Section 12-101 et seq.

Landlord agrees to maintain commercial general liability and property damage insurance against claims for damage to property (including loss of use) occurring upon, in, or about the Property written on an occurrence basis with respect to the Property with minimum combined single limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than

Two Million Dollars (\$2,000,000.00) in the aggregate for all occurrences. Such liability insurance shall also include broad form endorsement failure to restore the affected area of the Building within the said 120-day Period, to terminate this Lease. Upon the giving of such notice, the Initial Term or any Renewal Period of this Lease shall expire, the Rent to be adjusted as of the date of termination, and Tenant shall vacate the Premises and surrender the same to Landlord.

Notwithstanding anything set forth herein to the contrary, Landlord shall be responsible for all repairs and replacements of damage and/or destruction of the Premises necessitated by burglary or attempted burglary, or any other illegal or forcible entry into the Premises.

In the event of untenantability of all or a portion of the Premises, Landlord shall not be responsible for relocation costs and/or loss of business or income to Tenant. The term "untenantable" shall be defined as meaning the Premises or relevant portion thereof is unable to be used for instructional classroom use.

Maryland Code, State Finance and Procurement Article Section 9-105(c) obligates the Maryland State Treasurer to provide sufficient self-insurance, purchased insurance, or both, to cover the liability of the State and its units and personnel under the Maryland Tort Claims Act. Tenant certifies that it is a unit of the State of Maryland covered by the State's self-insurance program. Upon request, Tenant shall provide Landlord with evidence of such insurance. Tenant's liability for any claims shall be limited to the State's waiver of sovereign immunity as provided in the Maryland Code Annotated, State Government Article, Section 12-101 *et seq.*

Landlord agrees to maintain general liability, fire and casualty and property damage insurance with an insurance company acceptable to Tenant and to protect Tenant as an additional insured in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate. Such policy shall cover the Property only and shall name Tenant as an additional insured. Said policies shall provide for at least 30 days' notice to the Tenant before cancellation and an endorsement shall be delivered to Tenant. A certificate of insurance shall be furnished to Tenant upon the execution of this Lease, and annually thereafter.

Landlord hereby represents and warrants that it shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Lease; and it shall obtain at its expense, all licenses, permits, and governmental approvals, if any, necessary to the performance of its obligations under this Lease.

The Landlord hereby represents and warrants that:

- (a) It is a Maryland municipal corporation qualified to do business in the State of Maryland;
- (b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Initial Term of this Lease, including any Renewal Periods.
- (c) It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Lease; and

(d) It shall obtain at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Lease,

(e) It shall maintain or cause to maintain with companies licensed to do business in the State of Maryland and which have a rating of [B+] or better from Best's Key Rating guide and Supplemental Service, Property/Casualty (or comparable insurance rating service), at Landlord's expense at all times during the Initial Term of this Lease and any Renewal Period and during such other times as Tenant occupies the Premises or any part thereof:

(i) Commercial general liability insurance and property damage insurance as required in Section 11 hereof. If the nature of Landlord's operation is such as to place any or all of its employees under the coverage of applicable worker's compensation or similar statutes, Landlord shall also keep in force, at its own expense, worker's compensation or similar insurance affording statutory coverage and compensation or similar insurance affording statutory coverage and containing statutory limits.

(ii) Property insurance with replacement cost endorsement and without deductible in excess of Ten Thousand Dollars (\$10,000) covering the Property, including all improvements, in an amount equal to the full replacement value thereof, exclusive of the land. The coverage shall include boiler and machinery coverage, where applicable. All proceeds of insurance shall be used to restore the Property to the condition in which it was prior to the occurrence of the loss.

(f) On or before the date of this Lease, and within thirty (30) days of the effective date of any renewal or replacement policy, Landlord will deposit with Tenant copies of policies of insurance required by the provisions of this Section 11 or certificates thereof satisfactory in form and substance to Tenant, together with satisfactory evidence of the payment of the required premium or premiums thereof. Failure to deposit such policies shall not relieve Landlord of its obligations to obtain and keep in force insurance coverage required by this Lease. The insurance required hereby may be maintained by means of a policy or policies of blanket insurance so long as the provisions of this Lease are fully satisfied.

(g) All policies of insurance required to be carried by Landlord hereof shall provide that the policy shall not be subject to cancellation, termination, or change except after thirty (30) days' prior written notice to Tenant, and all such policies shall name Tenant as an additional insured as its interest may appear.

(h) If Landlord shall not comply with its covenants made in this Section 11, Tenant may (but shall not be obligated to) cause insurance as aforesaid to be issued, and in such event Landlord agrees to reimburse Tenant for the premium for such insurance promptly upon Tenant's demand.

Insurance coverage of Tenant's personal property located on the Premises is the sole responsibility of Tenant. Damage to Landlord's property caused by the Tenant is the responsibility of Tenant.

Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Premises, anything which will contravene the policy or policies of insurance against loss by fire or other causes, or which will increase the rate of fire or other insurance on the Building beyond the initial rate. Should any act of Tenant so increase the rate, then, in addition to the rent hereinabove provided for, Tenant shall be liable for such additional premium, which shall be payable when billed as additional rent, collectible in the same manner as the Rent Tenant covenants that under no circumstances will it keep or permit to be kept, do or permit to be done, in or about the Premises, anything of character so hazardous as to render it difficult, impracticable, or impossible to secure such insurance in companies acceptable to Landlord. Tenant further covenants, immediately upon notice, to remove from the Premises and/or to desist from any practice deemed by the insurance companies or the Insurance Services Office as so affecting the insurance risk.

SECTION 12

QUIET ENJOYMENT; SUBORDINATION TO MORTGAGES

Provided Tenant is not in default hereunder, Landlord agrees to permit Tenant quiet enjoyment of the Property. Tenant agrees that this Lease is and shall be subordinate to any existing or future liens or encumbrances of the Property either by Landlord or its successors or assigns.

SECTION 13

INSPECTION OF PROPERTY

Tenant agrees that Landlord shall have the right to inspect the Property at all reasonable times during business hours. Notwithstanding the foregoing, Landlord agrees, except in the event of an emergency, to make a reasonable effort to contact and provide at least twenty-four (24) hours advance notice to Tenant prior to Landlord's inspection of property to allow for adjustment of operations. Landlord may place upon the Property, where both parties agree, "For Sale" signs at any time during the term of this agreement.

SECTION 14

FIRE DAMAGE/CONDEMNATION

In the event the Property, or any portion thereof, is damaged by fire, storm, the elements, act of God, unavoidable accident and/or the public enemy, to such an extent as to render it partially untenable, Landlord shall restore such portion of the Property so injured or damaged as speedily as possible. The rent shall abate proportionately on such part of the Property as may have been rendered untenable until such time as such part shall be fit for use, and after which time, the full amount of rent reserved in this Lease shall be payable as hereinabove set forth. If the Property is injured or damaged by any of the aforesaid causes to such an extent as to render the same wholly untenable, then this Lease shall thereupon become null and void, and all liability of Tenant shall terminate upon payment of all rent and additional rent or other charges due and payable to the date of such happening.

Should the Property or any part thereof be condemned, appropriated and/or required for public use, then this Agreement at the option of Landlord, shall terminate upon the date when the

Property or any part thereof shall be taken. Rent shall be apportioned as of the date of such termination. Tenant shall not be entitled to any portion of a damage award.

In the event of partial or entire untenability or condemnation, Landlord shall not be responsible for relocation costs and/or loss of business or income to Tenant. The term untenable shall be defined as meaning the Property is unable to be used for the purpose set forth in Paragraph 8, above.

SECTION 15

DEFAULT OF TENANT; REMEDIES OF LANDLORD

In addition to, and not in contravention of any other provision hereof, it is further agreed and understood that if any default is made in the payment of the rental or any other provisions as herein agreed by the Tenant, then and in said event, the Landlord shall give Tenant thirty (30) days notice in which to correct said claimed violation. If such violation shall continue for thirty (30) days after written notice thereof Tenant (unless such failure or violation cannot be reasonably corrected within said thirty (30) day period, and tenant has commenced performance within such period, and diligently and continuously pursues completion thereof, in which case Tenant shall have additional time as required), then the relationship of Landlord and Tenant at the option of the Landlord shall wholly cease and terminate, and the Landlord, its agents or attorneys, shall have the absolute right to re-enter the Property and assume and take possession of the same and the said Tenant waives service of any Notice of Intention to Re-enter, Notice to Terminate Tenancy, or Notice to quit or Demand for Possession.

SECTION 16

TENANT HOLDING OVER

This agreement shall terminate automatically upon the expiration of the initial term. However, if Tenant does not immediately surrender possession of the Property upon the termination, and there is a holding over by Tenant, then and in said event, the tenancy of this lease shall be considered at will, and Landlord shall be entitled to retake possession of the Property without any prior notice to Tenant. Tenant hereby waives Demand for Possession and Service of Notice to Re-enter and Notice of any kind in connection with Landlord's right to re-enter and take possession of the Property upon expiration of the term. If, despite the intent of the Parties, a Court of competent jurisdiction shall hold that a periodic tenancy exists upon the expiration of the initial term, the Parties hereto agree that said periodic tenancy shall be month-to-month at 150% of the monthly rent applicable prior to the expiration of the initial term.

SECTION 17

TERMINATION

After June 30th, 2027, the Tenant may request termination of the lease for Hardship subject to the City of Hagerstown Mayor and City Council approval and with at least One Hundred Eight (180) days advance written notice to the Landlord from approval.

SECTION 18
CONTINGENCY; LANDLORD APPROVALS

It is recognized by and between the parties that it is necessary for the Landlord to pass a resolution approving the execution of this Agreement and the provisions hereof. In the event that said resolution should not become effective for any reason, then in said event, this Agreement is null and void of no effect. It is agreed that the necessary resolution required by the Landlord shall be introduced as expeditiously as possible. Any approvals required under the provisions of this Lease Agreement by Landlord shall be made by the City Administrator or his/her designee.

It is recognized by and between the parties that it is necessary for the Tenant to get approval by the University System of Maryland (USM) for the execution of the Agreement and the provisions herof. In the event that USM does not get approval for any reason, then in said event, this agreement is null and void of no effect. It is agreed upon that approval by USM shall be pursued as expeditiously as possible.

SECTION 19
SMOKING

No smoking or vaping will be permitted on the Property by the public or the guests, invitees, agents, servants or employees of Tenant. No candle, incense or open flame shall be permitted on the Property.

SECTION 20
NOTICES

Any notice required or permitted by this Lease to be given by either party may be personally delivered or sent by certified mail, properly addressed and prepaid, to the addresses of the parties herein given, unless another address shall have been substituted for such address by notice in writing. The date of delivery, being taken as the date of the receipt of such notice.

City of Hagerstown:	City Clerk City of Hagerstown City Hall 1 E. Franklin Street Hagerstown, MD 21740
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With a courtesy copy to:	Jason Morton, Esquire Salvatore & Morton, LLC 20 West Washington Street, Suite 402 Hagerstown, Maryland 21740
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If to University System of Maryland at Hagerstown: Jacob Ashby, University System of Maryland, 32 West Washington Street, Hagerstown, MD 21740, and with a copy to:

Office of the Attorney
General Educational Affairs Division
200 St. Paul Place, 17th Floor
Baltimore, Maryland 21202-2021

SECTION 21
ADDITIONAL DOCUMENTS

The parties agree to execute, acknowledge and deliver, any and all further documents and instruments that may be required or necessary to carry out and effectuate the purpose of this Agreement or any provisions contained herein.

SECTION 22
PARTIAL INVALIDITY

If any term, covenant or condition of this Agreement shall be deemed invalid or unenforceable, then the remainder of this Agreement shall not be affected and same shall remain in full force and effect.

SECTION 23
GOVERNING LAW

This Agreement shall be construed, interpreted and enforced according to the Laws of the State of Maryland, without regard to principles of conflicts of law. The parties hereto agree to the exclusive jurisdiction and venue of the State Courts of Maryland located in Washington County. THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY.

SECTION 24
PERMITS

In the event that it becomes necessary for any special permits, licenses or anything that may be requisite for the Tenant to occupy and use the Property for the purposes set forth herein or as hereinafter may be agreed upon, then in said event, Tenant shall be responsible for the application and payment of any such permit or license fee if required.

SECTION 25
SECURITY DEPOSIT

N/A

SECTION 26
PROPERTY SUBJECT TO COMPETITIVE NEGOTIATED SALE

Subject to the provisions of Section 12 above, Landlord may choose at any time to list the Property for sale under the City's Competitive Negotiated Sale program. The Tenant may present a proposal to purchase the Property at any time during the term of the Lease. Landlord shall notify the Tenant in writing if Landlord receives a Competitive Negotiated Sale proposal from a third party for the Property. The Tenant will have 60 days from the date of notification to submit a proposal through the Competitive Negotiated Sales process to be also considered. The Landlord is free to select or reject any and all proposals, whether from the Tenant or third party(ies).

SECTION 27
MISCELLANEOUS

The Landlord agrees: (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment.

Landlord shall retain and maintain all records and documents relating to this Lease for three years after final payment by the Tenant hereunder and shall make them available for inspection and audit by authorized representatives of the Tenant.

Nothing contained in this Lease is intended or will be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of partners or a Joint venture between Tenant and Landlord or as establishing either party as the agent or representative of the other party for any purpose or in any manner whatsoever,

This Lease shall bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns.

Tenant agrees that this Lease is subject and subordinate to the lien of any mortgage, ground rent or deed of trust encumbrance or encumbrances now or at any time hereafter placed upon the said Premises, and Tenant agrees to execute and acknowledge any and all instruments to affect such subordination which the Landlord may request or require.

Landlord warrants that Tenant shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Landlord or any other party if Tenant pays the Rent provided herein, and otherwise fully performs the material terms, covenants, and conditions, imposed herein.

No determination by any court, governmental body or otherwise that any provision of this Lease or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstances not controlled by such determination. Each such provision shall be valid and enforceable to the fullest

extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

The provisions of this Lease shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland located in Washington County shall have exclusive jurisdiction and a venue to decide any question arising.

The headings in the Agreement are solely for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement, nor affect the interpretation thereof.

All references made, and nouns and pronouns used herein, shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their grantees, successors and assigns, if applicable.

This Agreement is subject to and contingent on the passage of any ordinances or resolutions required as indicated, and upon the adoption of this Agreement by formal action of the Mayor and Council.

This Agreement contains the final and entire Agreement between the parties and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. Any subsequent amendment to the Agreement shall be valid only if executed in writing by the parties or their grantees, successors or assigns, if applicable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

**WITNESS AND ATTEST
AS TO CORPORATE SEAL**

CITY OF HAGERSTOWN

Donna K. Spickler, City Clerk Date

By: _____
William B. McIntire, Mayor Date

ATTEST
ATTEST:

TENANT
UNIVERSITY SYSTEM OF MARYLAND

BY: _____
Ellen Herbst, Vice Chancellor for Date
Administration and Finance

ATTEST:

**UNIVERSITY SYSTEM OF
MARYLAND AT HAGERSTOWN**

BY: _____
Jacob Ashby Date
Executive Director

ATTEST:

**FROSTBURG STATE UNIVERSITY
AT HAGERSTOWN**

BY: _____
Troy Donoway Date
Vice President for Administration and Finance

Approved, without exhibits, for University System of Maryland for form and sufficiency this _ day
of _____, 2025.

BY: _____
Assistant Attorney General Date

LEASE AGREEMENT
60 W. Washington Street, Hagerstown, MD

Exhibit 2
Furniture and Furnishings

Cubby Seats – Single (5) and Double (2)



Clamp Lights for Cubby Seats (9)



TV & Sound Bar in Small Conference Room



White Board in Small Conference Room

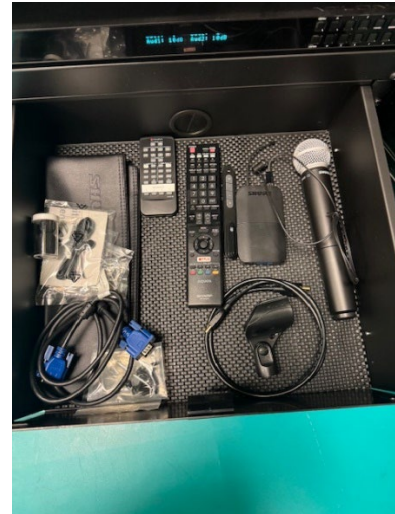


TV on Cart



Audio System Box – connects to TV and Speakers

Included in drawer – Handheld Mic, Lavalier Mic, Audio System Remote, Sharp TV Remote



JBL Speakers – 4 affixed



2 Speakers in Front of Room



2 Speakers in Rear of Room





TO: Scott Nicewarner, City Administrator

FROM: Jill Thompson, Director of Planning & Economic Development
Amanda Gregg, Chief Housing & Community Development Officer

DATE: May 16, 2025

RE: Lease Agreement with USMH for 60 W. Washington Street

Staff will attend the May 20, 2025 Work Session of the Mayor and City Council to discuss the proposed Lease Agreement with the University System of Maryland Hagerstown for the property at 60 W.

Washington Street. The lease terms include the following:

- The lease is for the full building excluding the basement.
- The lease provides the City access to the Restrooms and a Green Room during City-permitted events at University Plaza as detailed in the lease.
- The lease will replace the existing lease for the rear portion of the building that would have expired 6/30/2027.
- The term of the lease is 5 years and 1 month from 6/1/2025 to 6/30/2030. The rent is as follows:

6/1/2025 – 5/31/2026	2700 sf @12.20	and	6620 sf @ \$15.97
6/1/2026 – 5/31/2027	2700 sf @12.20	and	6620 sf @ \$15.97
6/1/2027 – 5/31/2028	9320 sf @ \$16.45		
6/1/2028 – 5/31/2029	9320 sf @ \$16.94		
6/1/2029 – 5/31/2030	9320 sf @ \$17.45		
6/1/2030 – 6/30/2030	9320 sf @ \$17.45		

- Section 26 allows USMH to present a proposal to purchase the property at any time during the term of the lease. This section also allows the City to list the property for sale under the City's Competitive Negotiated Sale (CNS) program if the City chooses. The City is free to select or reject any and all CNS proposals, whether from USMH or third parties.

Staff have worked with the City Attorney to review the proposed lease. Staff seek approval of the Lease Agreement at the May 27, 2025 Regular Session.

Attachments

Motion, Resolution, Lease Agreement

c: Michelle Hepburn, Chief Financial Officer
Eric Deike, Director of Public Works
Brittany Arizmendi, Director of Community Engagement

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

Topic:

Approval of a Resolution: Authorizing Approval to Apply for Main Street Improvement Program Grant

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Resolution_-_Main_Street_Improvement_Program.pdf

Description

Motion and Resolution -
Main Street Grant

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: May 27, 2025

TOPIC: **Approval of Resolution:** Authorizing approval to apply for a Main Street Improvement Program grant from Maryland's Department of Housing and Community Development

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

MOTION: I hereby move for Mayor and Council approval of a resolution for the City of Hagerstown to apply for a Main Street Improvement Program grant through Maryland's Department of Housing and Community Development in the amount of \$25,000. The funding will be used for new street pole banners, outdoor planters, and wayfinding signage.

DATE OF INTRODUCTION: 05/27/25

DATE OF PASSAGE: 05/27/25

EFFECTIVE DATE: 05/27/25

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

Topic:

Approval of FY26 Inventory Procurement Funds

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
20250527_Memo_for_Approval_of_FY26_Inventory_Procurement_Funds.pdf	Memorandum
20250527_Motion_for_Approval_of_FY26_Inventory_Procurement_Funds.pdf	Motion



CITY OF HAGERSTOWN, MARYLAND

Hagerstown Light Department

425 E Baltimore St • Hagerstown, MD 21740

Telephone: 301-790-2600

Website: www.hagerstownlight.org

May 5, 2025

To: Scott Nicewarner, City Administrator
Michelle Hepburn, Chief Financial Officer
Nancy Hausrath, Director of Utilities

From: Nathan Fridinger, Deputy Director of Electric Operations

Subject: Inventory Procurement Funding for Fiscal Year 2026

Action: May 27, 2025 – Regular Session Approval

There is an element of uncertainty regarding utility inventory supply and cost caused by availability, delivery lead times, market cost, labor shortages, inflation, and the distributor's risk factors affecting cash flow and maintenance of stock inventory levels. This places burden on operations by adding delays to improvement projects and introducing risk to system integrity.

Staff recommends approval for blanket funding of stock materials to reduce steps in the procurement process and expedite material requisitioning by providing the ability to lock in quantity, lead-time, and unit cost, for certain items. Approval will minimize the frequency of Emergency Procurement requests to better satisfy the Purchasing Policy and Procedures Manual.

The non-formal procurement procedures performed are effective and competitive. A request for quotations of inventory is delivered electronically to common suppliers, which may vary depending on the items requested. These suppliers may include Anixter-Wesco, Graybar, Kendall Electric, Signify North America (DDA), Scott Electric, Stuart C. Irby, United Utility Supply, A Meredith Schneider, Bridgewell Resources, and Stella-Jones. The requests are reviewed and awarded based on unit cost, lead-time, alternative manufacturer, etc. while maintaining the City's best interest and financial responsibility.

HLD requisitioned roughly \$265,000 of stock inventory thus far in FY25 and roughly \$406,000 during FY24. Staff recommends approval of an inventory procurement fund for the Hagerstown Light Department at an accumulated value of \$500,000.00 through fiscal year 2026.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: May 27, 2025

TOPIC: APPROVAL OF INVENTORY PROCUREMENT FUND

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

MOTION: I hereby move for approval of an inventory procurement fund for the Hagerstown Light Department at an accumulated value of \$500,000.00 through fiscal year 2026 following the process described in the attached memorandum.

DATE OF INTRODUCTION: 5/27/2025
DATE OF PASSAGE: 5/27/2025
EFFECTIVE DATE: 7/1/2025

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

Topic:

Approval to Authorize the Director of Utilities to Secure Wholesale Power Supply Terms

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

20250528_Memo_for_Wholesale_Power_lock-in.pdf
20250528_Motion_for_Wholesale_Power_lock-in.pdf

Description

Memorandum
Motion



CITY OF HAGERSTOWN, MARYLAND

Hagerstown Light Department

425 E Baltimore St • Hagerstown, MD 21740

Telephone: 301-790-2600

Website: www.hagerstownlight.org

May 5, 2025

To: Scott Nicewarner, City Administrator
Michelle Hepburn, Chief Financial Officer

From: Nancy Hausrath, Director of Utilities
Nathan Fridinger, Deputy Director of Electric Operations

Subject: Authorization to lock in Wholesale Power Contract Rate and Terms

Action: May 27, 2025 – Regular Session Approval

The Power Services Agreement between AEP Energy Partners and the City has an expiration date of December 31, 2026. It is currently structured with a fixed charge for energy with pass-through charges for capacity, transmission, and ancillary services captured through the monthly Purchase Power Cost Adjustment.

Staff has been reviewing market trending for energy beyond 2026 and in conjunction with the City's regulatory consultant, GDS Associates, Inc., plans to advertise a request for indicative pricing beyond calendar year 2026. Either the existing contract will be extended with similar terms or a new contract will be developed with alternate power services procurement strategy to conform to the present trend.

Staff along with consulting and legal firms will review the results to determine the best practice for the best price that is most advantageous to our customers. Given the volatility in the energy market, staff requests authorization to secure contract rates and terms due to the limited duration pricing is offered.

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: May 27, 2025

TOPIC: Authorization for the Director of Utilities to Lock In Wholesale Power Supply Terms

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

MOTION: I hereby move that the Mayor and City Council grant the Director of Utilities the authorization to secure wholesale power supply contract rates and terms due to the limited duration electric market pricing is offered.

DATE OF INTRODUCTION:	5/27/2025
DATE OF PASSAGE:	5/27/2025
EFFECTIVE DATE:	5/27/2025

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

Topic:

Approval of the Procurement for Contractual Services to Assist with Emergency Storm Restoration - *Material to be presented*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval for Hagerstown Police Department to Accept Grant from DOCCP - *Material to be presented*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of FY26 Additional General Fund Transfers for Hagerstown Field House - *Material to be presented*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of Request for Proposals (RFP) for Developer for Upper Floor Market Rate Housing Grant Program

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

052725_RS__Amend_to_RFP_Upper_Floor_Housing.pdf

Description

(RFP) for developer for upper floor market rate housing grant program.

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: May 27, 2025

TOPIC: REQUEST FOR PROPOSALS (RFP) FOR DEVELOPER FOR
UPPER FLOOR MARKET RATE HOUSING GRANT PROGRAM

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

MOTION: I hereby move for the Mayor & City Council to authorize staff to post the amended Request for Proposals (RFP) for the Upper Floor Market Rate Housing Grant Program. The program is funded through a Maryland Community Legacy Grant to the City of Hagerstown and is subject to any restrictions, including deadlines, from Maryland Department of Housing and Community Development.

DATE OF INTRODUCTION:	5/27/2025
DATE OF PASSAGE:	5/27/2025
EFFECTIVE DATE:	5/27/2025



TO: Scott Nicewarner, City Administrator

FROM: Margi Joe, Community Development Manager (Amanda Gregg to present)

DATE: May 16, 2025

RE: Amendment to Request for Proposal (RFP) for Upper Floor Market Rate Housing Grant Program

At the May 20, 2025 Work Session, staff will present recommended amendments to project eligibility guidelines for the Request for Proposals (RFP) under the Upper Floor Market Rate Housing Grant Program.

Program Overview

The Upper Floor Market Rate Housing Program was designed to provide matching funds for developers to rehabilitate/create housing units in the upper floors of multi-story buildings, with commercial space occupying the first floors. The intent is to increase housing stock and encourage foot traffic in the surrounding area.

- City of Hagerstown has remaining \$100,000 in Maryland Community Legacy grant funds to be applied to expenses to rehabilitate multi-story/multi-use properties.
- City may award to a single or multiple projects based on scale. Grants will be awarded at a minimum of 1:1 for unique expenses.
- Maryland Department of Housing and Community Development has communicated an extension for the grant through June 30, 2026.

Amendment to Program Guidelines

Staff propose the addition of allowing architectural and engineering fees to be a potential submitted project scope. This will allow for a potentially larger project to submit for grant funding to help spur development growth.

Staff seek approval of this amendment at the May 27th, 2025 Regular Session, after which the RFP will be amended, reposted, and advertised for developers to submit for the grant opportunity. A copy of the redline version of the RFP is attached.

Attachments: Draft Motion
Redline Upper Floor Housing RFP

c: Amanda Gregg, Chief Housing & Community Development Officer
Jill Thompson, Director, Planning & Economic Development
Michelle Hepburn, Chief Financial Officer

City of Hagerstown

Upper Floor Housing Grant Request for Proposals (RFP)

Introduction

A major emphasis of Hagerstown's Sustainable Community Plan is supporting housing diversity, improving the quality of the Downtown housing stock, and increasing market-rate housing. The downtown housing market is currently over-balanced by large housing facilities which are subsidized for low-income, special needs households. The creation of quality upper floor housing attractive to students, young professionals and empty nesters is critical to changing the market conditions of Downtown Hagerstown. Without these new residents, it will remain difficult to recruit and retain retail and for restaurants and cultural events to flourish downtown.

In recent years, the City and the State have worked together to support expansion of educational and cultural facilities downtown. We have partnered with developers to create student housing units to support the University System of Maryland Center at Hagerstown and to work towards this goal of bringing new residents downtown with disposable income and an appetite for the downtown living experience. The City has also provided grants and other incentives that have assisted other private sector projects that have created quality upper floor housing to serve students and young professionals working downtown. These projects are a great start, but more work is needed to shift the balance from low-income concentration to a more equal mix of incomes in the downtown housing market. This would create a built-in customer base for downtown retail, restaurant and cultural enterprises. The increased downtown foot traffic will also create a more attractive environment for suburbanites who are slower to embrace downtown offerings and opportunities.

The goal of this Community Legacy-assisted program is to provide matching funds for developers to adapt vacant or under-utilized upper floors for market rate housing targeting 12-40+ units per project, as a means of accelerating our efforts to change the market conditions downtown.

Since adoption of The Community's City Center Plan in 2014, the City of Hagerstown has partnered with developers on projects to facilitate creation of market rate upper floor housing. The State provided Community Legacy funds to assist with four projects. In that time, Upper Floor redevelopment projects have been completed at six locations:

- 86-98 W. Washington Street
- 100 N. Potomac Street
- 43-45 S. Potomac Street
- 140 W. Antietam Street
- 17-21 E. Franklin Street
- 170 W. Washington Street

These projects resulted in the creation of 80 new units, with a total investment of \$12.4 million.

In addition, the City invested \$3.1 million with funding partners in the development of the Hagerstown Cultural Trail between City Park and W. Antietam Street. This was a recommended amenity to spark housing development in The Community's City Center Plan. The City has extended this trail to W. Washington Street to further connect downtown housing opportunities to this beautiful public art walking trail.

Description of Opportunity

The City of Hagerstown has remaining \$100,000 in Maryland Community Legacy grant funds to be applied to the expenses to create the units in the Upper Floor Housing Grant Program. The City may award the \$100,000 to either a single project or to multiple projects by distributing the funds based on project scale.

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Deadline for Submission

The deadline for RFP submission for this opportunity is **Friday, January 19, 2024**, after which submissions will continue to be accepted and reviewed on an ongoing basis until all funding has been obligated.

Eligible Applicants

1. All eligible properties located within the City of Hagerstown's Sustainable Communities Area may be considered eligible (see attached map). Defined geographic areas (such as Downtown CC-MU, Arts & Entertainment District, specific Neighborhood-Commercial Districts, and specific Neighborhoods) may be prioritized by the RFP Selection Committee.
2. Eligible properties are defined as Residential and Mixed-Use.
3. Redevelopment of existing buildings or infill/new construction/addition is eligible.
4. Eligible properties consist of large properties with high redevelopment costs; those currently vacant/vacant for extended periods of time; and/or those considered underutilized/historically underperforming.
5. A developer may submit more than one application, each representing a different project.

Ineligible Applicants

1. Projects that do not meet the minimum match requirement.
2. Non-profit developers and non-profit property owners are ineligible for the program.
3. Individuals, businesses, and properties that are not in Good Standing with the City, County, State, or Federal governments will not be considered.

Program Guidelines

1. The applicant must be the party responsible for the costs of the improvements.
2. The applicant must provide unique funds equal to the amount of the awarded grant for a 1:1 match for eligible renovation costs only.
3. Acquisition costs can be included in the project budget to demonstrate scale of project, but are not eligible for the match requirement.
4. Demolition costs can be included in the project budget to demonstrate scale of project, but are not eligible for the match requirement.
- 4-5. Predevelopment work involving architectural and engineering costs are eligible as project costs. A work scope to only include predevelopment work is eligible as a project.
- 5-6. No City loans, grants, or pass-through funding may be used as part of the applicant's match.

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~~6-7.~~ State of Maryland grant stipulations will require review and compliance through Maryland Historical Trust.

~~7-8.~~ A project may be defined as planned or in progress. Completed projects are ineligible. For projects that are in-progress, the applicant will be required to demonstrate expenditures for related work that was completed no more than 30 days prior to date of approval, and the required date of completion.

~~8-9.~~ Funding will be awarded upon completion of an approved project as defined by an approved application and predevelopment plan or development plan.

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~~9-10.~~ Applicants may apply and utilize other grant and incentive programs, such as Invest Hagerstown, but must provide unique expenses/receipts for each program used.

~~10-11.~~ All work for the project must be performed by licensed, permitted contractors, and must comply with local, state, and federal codes and ordinances.

~~11-12.~~ All code upgrades must be performed to City Code and will be regulated through the City's Planning and Code Administration Department.

Minimum Development Requirements

The selected developer will be required to complete the project to the following minimum development requirements which are the same as the City's Invest Hagerstown City Center Redevelopment Grant Program and the City's Partners in Economic Progress (PEP) Program.

If applying for a project that only involves predevelopment work of architectural and engineering expenses, the selected developer will be required to incorporate minimum development requirements which are the same as the City's Invest Hagerstown City Center Redevelopment Grant Program and the City's Partner's in Economic Progress (PEP) Program into the design.

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Core Systems

The building and all core systems must meet all City of Hagerstown code requirements upon project completion. The expectation of the programs is that the building is ready for occupation and leasehold spaces are at least in shell condition, needing only tenant fit-out, when offered for lease to prospective tenants.

- A. Base lighting, emergency and exit lighting for each shell tenant space in accordance with the Building and Life Safety Codes.
- B. Central HVAC providing adequate heat, ventilation, and air conditioning for each shell tenant space in accordance with the Mechanical Code. Any modifications or additions made at tenant fit-out must be done under a separate mechanical permit.
- C. Required fire separation between the tenant space and corridors and exit access in accordance with the Building Code. If building plans show individual tenant spaces at start of project, required fire separation between tenant spaces must be complete prior to time each space is presented to tenant for finishing/fit out.
- D. Accessible routes, accessible parking (if required), accessible toilet facilities, accessible drinking fountains, accessible entrances and exits are all required items for the building shell in accordance with the Maryland Accessibility Code and the Building Code.
- E. Phone/datacom wiring from the main point of service to each shell tenant space.

- F. Completed building thermal envelope in accordance with the Energy Conservation Code.
- G. Address identification for the building.
- H. Automatic sprinkler protection in accordance with the Existing Building Code.
- I. All floors shall be flat and non-trip.

Residential Units

- Minimum Unit Size Chart – Any new residential units or artist live-work spaces created:

Type of Unit	New Residential Units Created (Sq. Ft.)	Artist Live-Work Spaces (Sq. Ft.)
<i>Efficiency</i>	400 Sq. Ft.	800 Sq. Ft.
<i>One-Bedroom</i>	500 Sq. Ft.	1,000 Sq. Ft.
<i>Two-Bedroom</i>	650 Sq. Ft.	1,300 Sq. Ft.
<i>Three-Bedroom</i>	900 Sq. Ft.	1,800 Sq. Ft.

- Required Amenities:
 - A. Fully sprinklered
 - B. Central HVAC system
 - C. Washer and dryer
 - D. Dishwasher
 - E. Fully wired for new technologies including phone/Datacom
 - F. Wood veneer or solid wood kitchen and bathroom cabinets
 - G. Approved solid surface counter tops in kitchen and bathrooms
 - H. Refinished or new hardwood floors or wall-to-wall carpeting in areas other than kitchen and bathrooms
 - I. Where possible, outdoor amenities should be provided for tenants (e.g., balconies, roof top decks, back porches, sunrooms, etc.)
- Artist Live-Work Spaces Required Amenities:
 - A. All items listed above
 - B. Ability to vent odors to the outdoors in accordance with the Mechanical Code.
 - C. Plumbed to allow for easy installation of slop sinks.
 - D. Utility capacity to meet needs of different art forms, including electric, gas, water and wastewater.
 - E. Sound transmission rating between units of a minimum STC 60 for partition walls.

Additional Development Requirements and Considerations

- For Residential and Mixed-Use Projects, projects that develop market rate housing units are required.

- For Upper Floor residential, it is a requirement that the upper floors of the building be fully secured with exterior entry door locks, including either side of the vestibule area around the mailboxes, dusk-to-dawn lighting at the exterior doors and within the vestibule, a camera inside each exterior entry door, and an intercom system on the exterior of the building and door release button in each apartment.
- Units may be of various sizes and bedroom configurations; however, a higher percentage of one- and two-bedroom units is preferred.
- It is desirable if the property has off-street parking spaces available to be designated for the tenants. Depending on the location of the property, the Grant Approval Letter(s) with the selected developer(s) may require the developer(s) to provide off-street parking for the residents.
- If the developer(s) propose to have units in one building come on-line at different stages, then all fire and life safety features for the building must be fully-functioning prior to occupancy of any units. Further details on acceptable staging of units and phasing of construction would be developed with the selected developer(s) upon review of the construction/staging plans by the Fire Marshal and Chief Building Official.

Project Timeline

The City seeks proposals for development-ready projects. The completion of the project must be within the requirements of the Maryland Community Legacy Program as the funding source of this program which may include timeline extensions.

The timeline for the project must show completion on or before the Project Completion Deadline Date of **June 1, 2025**. A project completed after this date risks forfeiture of the grant.

Other Development Incentives

Other economic incentives, subject to availability, can provide significant benefit to the developer. Programs may be layered for a project, but each program will require unique expenses/matches.

- The Developer(s) may apply for the City of Hagerstown's Strategic Properties Grant Program RFP of up to \$200,000.
- The Developer(s) may apply for the City of Hagerstown Partners in Economic Progress (PEP) Program. Subject to the complete PEP program guidelines and an approved application, incentives available through the PEP program include:
 - A grant back equal to taxes paid, less any other real estate tax credit applicable to Years 1 through 5.
 - Waived permit and plan review fees and fast tracking of plan approval.
 - Benefit charges waived for two Equivalent Dwelling Units (EDU's) of water and wastewater per project (at a value of \$13,800) and ability to finance any additional EDU's needed for the project; and
 - One year free parking and four years with a 50% reduction in parking permit fees to park

in City-owned public parking lots or facilities limited to a maximum of one space per residential unit. This incentive may be limited to a lesser number of parking permits and may be limited to specific lots or facilities subject to availability and assignment by the City. Existing off-street parking is deducted from the eligible amount, and this benefit is not transferable.

- Full program guidelines apply.

- The Developer may apply for one of the City of Hagerstown Invest Hagerstown grant programs. Subject to the complete Invest Hagerstown program guidelines and an approved application, incentives available through the Invest Hagerstown program include:

1. City Center Redevelopment Grant Program

Mixed-use projects - Grants from a minimum of \$150,000 to a maximum of \$250,000 and requiring a minimum 2:1 match from the developer. Projects ranging \$450,000 to \$750,000+.

2. City-Wide Redevelopment Grant Program

Mixed-use projects - Grants from a minimum of \$5,000 to a maximum of \$25,000 and requiring a minimum 2:1 match from the developer. Projects ranging from \$15,000 to \$75,000+.

Full program guidelines apply.

- The Developer(s) may apply for the Fire Suppression Grant Program. Subject to the complete guidelines and an approved application, incentives available through the Fire Suppression Grant program include:
 - The program provides grants of \$7,500 to \$40,000. The Sprinkler System Grants are for sprinkler addition or upgrades. The Utility Infrastructure Grants are for costs directly related to significant water service utility infrastructure upgrades for an NFPA compliant fire suppression system. Such costs can include: street and sidewalk excavation, traffic control, upgraded water lines, meter vaults, water meters, fittings, street and sidewalk refinishing, and other exterior infrastructure components necessary for a fire suppression system installation or upgrade.
 - Grants require a 1:1 match from the applicant. Example: a \$25,000 grant would require a \$25,000 investment from the applicant for a total project investment of \$50,000. Matching costs can include all work related to utility work and fire suppression system installation (interior and exterior).
 - Full program guidelines apply.

Process and Criteria for Selection of Developer(s)

All applications shall be reviewed by an RFP Selection Committee. Criteria for ranking applications will include:

- Developer experience in residential development (if applicable) and renovation/adaptive re-use of older buildings. Capacity to accomplish project.
- Experience in management of multi-family residential properties.
- Economic Impact of the Project
- Renovation budget, scale of the project and number of residential units proposed
- Size of the Building
- Condition of the Building/Rectifying of Code Violations
- Length of Vacancy
- Additional consideration will be given to proposals that demonstrate available onsite, off-street parking to be reserved for residents/customers.
- Additional consideration will be given for any proposal that also proposes the acquisition of a City-owned property through the City's Competitive Negotiated Sale (CNS) process. Available CNS properties are listed at www.hagerstownmd.org/CNS.
- Additional consideration may be given for any other factors that are in the best interest of the City of Hagerstown.

The Mayor and City Council will review the recommended proposals and will authorize staff to prepare a Grant Approval letter for the selected developer(s). The selected developer(s) may be asked to participate in a public presentation to the Mayor and City Council.

Should the selected developer(s) be unable to meet the terms of the Grant Approval Letter, the City will proceed to an alternate which will be subject to approval by the Mayor and Council.

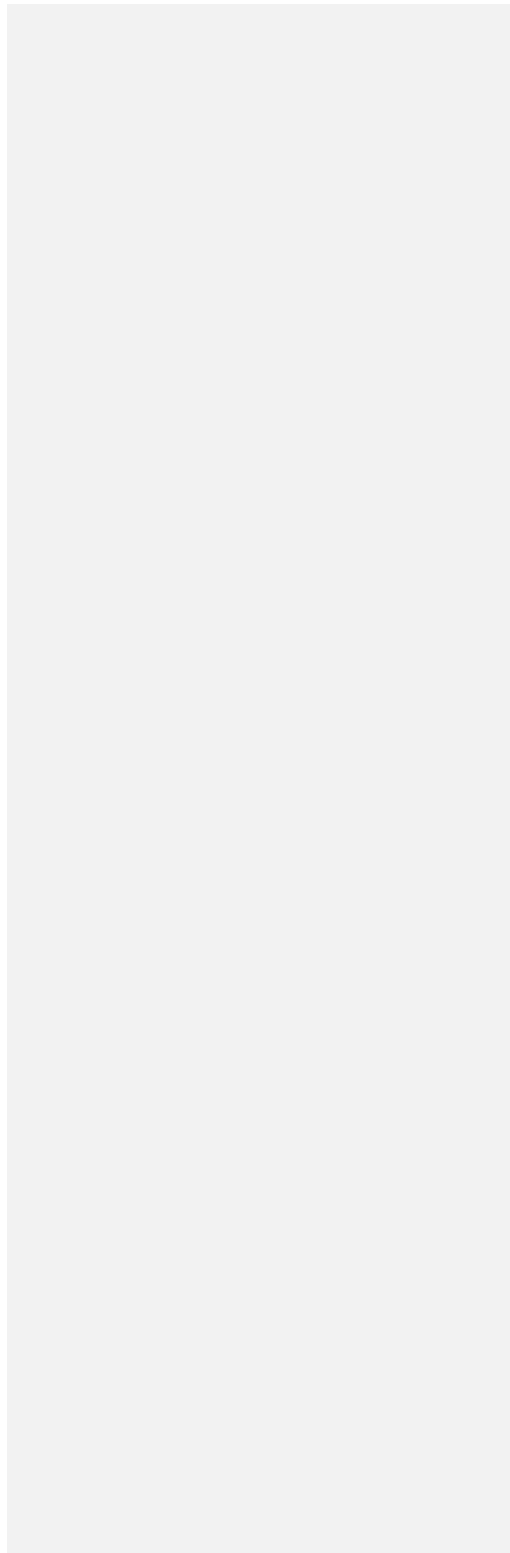
Grant Approval

The City of Hagerstown will issue a Grant Approval Letter to the selected developer(s) which will define the project to be delivered by the developer, performance requirements and performance deadlines. The City of Hagerstown reserves the right to terminate the Grant Approval if agreed-upon performance measures are not met.

Funds will only be disbursed after staff have verified all work in the Application and Development Plan has been completed to Code, including all required site inspection approvals, and submission of final receipts. The City will issue a 1099 form following grant disbursement, and the grant may be taxable based on that year's State and Federal tax guidelines.

Questions

Written responses will be prepared as an addendum to the RFP and distributed to all applicants in advance of the submittal deadline.



Upper Floor Housing Grant
Request for Proposals (RFP)

Submission Form

1. The name and legal description of the entity proposing to be the designated developer.

Name
Title
Phone
Email
Legal Company Name
DBA Company Name (if different)
Address
City/State/Zip
Website

Company Description:

2. Describe the ownership structure of the entity, identifying all individuals or other legal entities holding 5% or more ownership interest in the proposing entity (“principals”). Attach bios/resumes for all principals with 5% or greater ownership.

3. Project Site Information

Property Address: _____

4. Estimated Total Project Costs: \$ _____

Amount of Grant Requested:	Minimum	\$ _____ *
	Maximum	\$200,000 <u>\$100,000</u>

* The City may award the ~~\$200,000~~ \$100,000 grant funds to either a single project or to multiple projects by distributing the funds based on project scale. The maximum grant award as a single project would be ~~\$200,000~~ \$100,000. Please identify the minimum grant needed that would still allow the project to move forward.

5. Project Information

Project Start Date: _____

Project Completion Date: _____

Number of Residential Units Proposed: _____

Provide a list of each unit with configuration (ex 1BR, 1BA) and square footage.

6. Describe the experience, qualifications, and financial capacity of the entity and/or its principals to carry out the proposed project. Include experience in the development of Residential, Commercial, or Mixed-Use products (if applicable) and in the renovation/adaptive re-use of older buildings. Include examples of development projects of at least \$600,000 completed by the entity and/or its principals elsewhere.

Mandatory Required Attachments (Submissions without these attachments will not be reviewed.)

- ☐ Description of proposed [project](#).
- ☒ ~~Design plans and occupancy plan.~~
- ☐ Project budget.
- ☒ ~~Project construction cost estimates.~~
- ☒ ~~If developer/property owner is acting as its own General Contractor, at least one outside construction cost estimate for the full scope of work for the project must be provided to illustrate that expenses are in line with market-rate costs.~~
- ☐ ~~Construction Project timeline.~~
- ☐ Financing plan showing proposed funding sources and indicating any other grants or incentives for the project. Total sources of funding to match total project costs. Attached lender letter for all borrowed sources. Attached bank/account statements to demonstrate availability of cash funding sources identified.

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For Development/Construction (include all attachments above plus the following):

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- ☐ Design plans and occupancy plan.
- ☐ If developer/property owner is acting as its own General Contractor, at least one outside construction cost estimate for the full scope of work for the project must be provided to illustrate that expenses are in line with market-rate costs.
- ☐ Project construction cost estimates.

Required RFP Forms

- ☐ Cover Submission Form
- ☐ Applicants Signature Form
- ☐ Affirmation Form
- ☐ Notice Form – Subject to Maryland Public Information Act

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

Topic:

Approval of Request for Proposals (RFP) for Developer for Strategic Properties Grant Program

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

052025_RS_Amendment_Strategic_Properties_RFP.pdf

Description

Request for proposals (RFP) for developer for strategic properties grant program.

REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **May 27, 2025**

TOPIC: **REQUEST FOR PROPOSALS (RFP) FOR DEVELOPER FOR
STRATEGIC PROPERTIES GRANT PROGRAM**

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

MOTION: I hereby move for the Mayor & City Council to authorize staff to post the amended Request for Proposals (RFP) for the Strategic Properties Grant Program. The program is funded through a Maryland Community Legacy Grant to the City of Hagerstown and is subject to any restrictions, including deadlines, from Maryland Department of Housing and Community Development.

DATE OF INTRODUCTION:	5/27/2025
DATE OF PASSAGE:	5/27/2025
EFFECTIVE DATE:	5/27/2025



TO: Scott Nicewarner, City Administrator

FROM: Doug Reaser, Economic Development Manager

DATE: May 20, 2025

RE: Request for Proposals (RFP) for Strategic Properties Amendment

Staff request an opportunity to review a draft Request for Proposal (RFP) for the Strategic Properties grant at the May 20, 2025 Work Session.

Overview

The Strategic Properties Grant goal is to provide matching funds for developers to adaptively reuse large, vacant strategic properties, as a means of accelerating our efforts to lift property values and quality of life in the surrounding area.

- City of Hagerstown has been awarded \$200,000 in Maryland Community Legacy grant funds to be applied to expenses to rehabilitate vacant/strategic properties.
- City may award to a single or multiple projects based on scale. Grants will be awarded at a minimum of 1:1 in unique funds.
- Maryland Department of Housing and Community Development has communicated an extension through June 30, 2026.

Amendment to Program Guidelines

Staff propose the addition of allowing architectural and engineering fees to be a potential submitted project scope. This will allow for a potentially larger project to submit for grant funding to help spur economic development growth.

Staff seek approval of this amendment at the May 27th, 2025 Regular Session. After which, the RFP will be amended, reposted, and advertised for developers to submit for the grant opportunity. A copy of the redline version of the RFP is attached.

Attachments:

1. Redline Strategic Properties RFP
2. Strategic Properties RFP Motion

c: Jill Thompson, Director of Planning & Economic Development
Michelle Hepburn, Chief Financial Officer

City of Hagerstown

Strategic Properties Grant Request for Proposals (RFP)

Introduction

A major emphasis of Hagerstown's Sustainable Community Plan is supporting housing diversity, improving the quality of the Downtown housing stock, and addressing blighting influences in the urban core of the city. Vacant and marginally used properties can detract from the vitality of Hagerstown, making neighborhoods feel unsafe, look unpleasant, and unsustainable. Particularly challenging for us are large, vacant strategic properties that resist reinvestment by new buyers due to untested market, unknown building conditions, and/or site constraints that prevent addition of modern amenities such as parking, open space, etc.

In recent years, the City and the State have worked together to support expansion of educational and cultural facilities downtown and we have partnered with developers to create student housing units to support the University System of Maryland Center at Hagerstown and to work towards this goal of bringing new residents downtown with disposable income and an appetite for the downtown living experience. The City has also provided grants and other incentives that have assisted other private sector projects that created or are creating quality upper floor housing to serve students and young professionals working downtown.

The goal of this Community Legacy-assisted program is to provide matching funds for developers to adaptively reuse large, vacant strategic properties, as a means of accelerating our efforts to lift property values and quality of life in the surrounding area. The program will encourage the redevelopment of strategic properties that present hurdles and obstacles that make them more challenging to reuse and redevelop than typical properties. Factors may include size, layout, length of vacancy, or other circumstances that may make such properties more difficult to adaptively reuse.

Description of Opportunity

The City of Hagerstown has been awarded \$200,000 in Maryland Community Legacy grant funds to be applied to the expenses to redevelop vacant properties under the Strategic Properties Grant Program. The City may award the \$200,000 to either a single project or to multiple projects by distributing the funds based on project scale.

Deadline for Submission

The deadline for RFP submission for this opportunity is **Friday, January 19, 2024**, after which submissions will continue to be accepted and reviewed on an ongoing basis until all funding has been obligated.

Eligible Applicants

1. All eligible properties located within the City of Hagerstown's Sustainable Communities Area may be considered eligible (see attached map). Defined geographic areas (such as Downtown CC-MU, Arts & Entertainment District, specific Neighborhood-Commercial Districts, and specific Neighborhoods) may be prioritized by the RFP Selection Committee.
2. Eligible properties are defined as Residential, Commercial, and Mixed-Use.

3. Redevelopment of existing buildings or infill/new construction/addition are eligible.
4. Eligible properties consist of large properties with high redevelopment costs; those currently vacant/vacant for extended periods of time; and/or those considered underutilized/historically underperforming.
5. A developer may submit more than one application each representing a different project.

Ineligible Applicants

1. Projects that do not meet the minimum match requirement.
2. Non-profit developers and non-profit property owners are ineligible for the program.
3. Individuals, businesses, and properties that are not in Good Standing with the City, County, State, or Federal governments will not be considered.

Program Guidelines

1. The applicant must be the party responsible for the costs of the improvements.
2. The applicant must provide unique funds equal to the amount of the awarded grant for a 1:1 match for eligible renovation costs only.
3. Acquisition costs can be included in the project budget to demonstrate scale of project, but are not eligible for the match requirement.
4. Demolition costs can be included in the project budget to demonstrate scale of project, but are not eligible for the match requirement.
- 4-5. Predevelopment work involving architectural and engineering costs are eligible as project costs. A work scope to only include predevelopment work is eligible as a project.
- 5-6. No City loans, grants, or pass-through funding may be used as part of the applicant's match.
- 6-7. State of Maryland grant stipulations will require review and compliance through Maryland Historical Trust.
- 7-8. A project may be defined as planned or in progress. Completed projects are ineligible. For projects that are in-progress, the applicant will be required to demonstrate expenditures for related work that was completed no more than 30 days prior to date of approval, and the required date of completion.
- 8-9. Funding will be awarded upon completion of an approved project as defined by an approved application and predevelopment plan and or development plan.
- 9-10. Applicants may apply and utilize other grant and incentive programs, such as Invest Hagerstown, but must provide unique expenses/receipts for each program used.
- 10-11. All work for the project must be performed by licensed, permitted contractors, and must comply with local, state, and federal codes and ordinances.
- 11-12. All code upgrades must be performed to City Code and will be regulated through the City's Planning and Code Administration Department.

Minimum Development Requirements

The selected developer will be required to complete the project to the following minimum development requirements which are the same as the City's Invest Hagerstown City Center Redevelopment Grant Program and the City's Partners in Economic Progress (PEP) Program.

If applying for a project that only involves predevelopment work of architectural and engineering expenses, the selected developer will be required to incorporate minimum development requirements which are the same as the City's Invest Hagerstown City Center Redevelopment Grant Program and the City's Partner's in Economic Progress (PEP) Program into the design.

Core Systems

The building and all core systems must meet all City of Hagerstown code requirements upon project completion. The expectation of the programs is that the building is ready for occupation and leasehold spaces are at least in shell condition, needing only tenant fit-out, when offered for lease to prospective tenants.

- A. Base lighting, emergency and exit lighting for each shell tenant space in accordance with the Building and Life Safety Codes.
- B. Central HVAC providing adequate heat, ventilation, and air conditioning for each shell tenant space in accordance with the Mechanical Code. Any modifications or additions made at tenant fit-out must be done under a separate mechanical permit.
- C. Required fire separation between the tenant space and corridors and exit access in accordance with the Building Code. If building plans show individual tenant spaces at start of project, required fire separation between tenant spaces must be complete prior to time each space is presented to tenant for finishing/fit out.
- D. Accessible routes, accessible parking (if required), accessible toilet facilities, accessible drinking fountains, accessible entrances and exits are all required items for the building shell in accordance with the Maryland Accessibility Code and the Building Code.
- E. Phone/datacom wiring from the main point of service to each shell tenant space.
- F. Completed building thermal envelope in accordance with the Energy Conservation Code.
- G. Address identification for the building.
- H. Automatic sprinkler protection in accordance with the Existing Building Code.
- I. All floors shall be flat and non-trip.

Residential Units

- Minimum Unit Size Chart – Any new residential units or artist live-work spaces created:

Type of Unit	New Residential Units Created (Sq. Ft.)	Artist Live-Work Spaces (Sq. Ft.)
Efficiency	400 Sq. Ft.	800 Sq. Ft.

<i>One-Bedroom</i>	500 Sq. Ft.	1,000 Sq. Ft.
<i>Two-Bedroom</i>	650 Sq. Ft.	1,300 Sq. Ft.
<i>Three-Bedroom</i>	900 Sq. Ft.	1,800 Sq. Ft.

- Required Amenities:
 - A. Fully sprinklered
 - B. Central HVAC system
 - C. Washer and dryer
 - D. Dishwasher
 - E. Fully wired for new technologies including phone/Datacom
 - F. Wood veneer or solid wood kitchen and bathroom cabinets
 - G. Approved solid surface counter tops in kitchen and bathrooms
 - H. Refinished or new hardwood floors or wall-to-wall carpeting in areas other than kitchen and bathrooms
 - I. Where possible, outdoor amenities should be provided for tenants (e.g., balconies, roof top decks, back porches, sunrooms, etc.)
- Artist Live-Work Spaces Required Amenities:
 - A. All items listed above
 - B. Ability to vent odors to the outdoors in accordance with the Mechanical Code.
 - C. Plumbed to allow for easy installation of slop sinks.
 - D. Utility capacity to meet needs of different art forms, including electric, gas, water and wastewater.
 - E. Sound transmission rating between units of a minimum STC 60 for partition walls.

Additional Development Requirements and Considerations

- For Residential and Mixed-Use Projects, projects that develop market rate housing units are required.
- For Upper Floor residential, it is a requirement of this project that the upper floors of the building be fully secured with exterior entry door locks, including either side of the vestibule area around the mailboxes, dusk-to-dawn lighting at the exterior doors and within the vestibule, a camera inside each exterior entry door, and an intercom system on the exterior of the building and door release button in each apartment.
- Units may be of various sizes and bedroom configurations; however, a higher percentage of one- and two-bedroom units is preferred.
- It is desirable if the property has off-street parking spaces available to be designated for the tenants. Depending on the location of the property, the Grant Approval Letter(s) with the selected developer(s) may require the developer(s) to provide off-street parking for the residents.
- If the developer(s) propose to have units in one building come on-line at different stages, then all fire and life safety features for the building must be fully-functioning prior to occupancy of any units. Further details on acceptable staging of units and phasing of

construction would be developed with the selected developer(s) upon review of the construction/staging plans by the Fire Marshal and Chief Building Official.

Project Timeline

The City seeks proposals for development-ready projects. The completion of the project must be within the requirements Maryland Community Legacy Program as the funding source of this program and which may include timeline extensions.

The Project Completion Deadline Date will be set in the Grant Approval Letter for the selected Developer(s). A Project completed after the specified date risks forfeiture of the grant.

Other Development Incentives

Other economic incentives, subject to availability, can provide significant benefit to the developer. Programs may be layered for a project, but each program will require unique expenses/matches.

- The Developer(s) may apply for the City of Hagerstown's Upper Floor Housing Grant Program RFP of up to \$200,000.
- The Developer(s) may apply for the City of Hagerstown Partners in Economic Progress (PEP) Program. Subject to the complete PEP program guidelines and an approved application, incentives available through the PEP program include:
 - A grant back equal to taxes paid, less any other real estate tax credit applicable to Years 1 through 5.
 - Waived permit and plan review fees and fast tracking of plan approval.
 - Benefit charges waived for two Equivalent Dwelling Units (EDU's) of water and wastewater per project (at a value of \$13,800) and ability to finance any additional EDU's needed for the project; and
 - One year free parking and four years with a 50% reduction in parking permit fees to park in City-owned public parking lots or facilities limited to a maximum of one space per residential unit. This incentive may be limited to a lesser number of parking permits and may be limited to specific lots or facilities subject to availability and assignment by the City. Existing off-street parking is deducted from the eligible amount, and this benefit is not transferable.
 - Full program guidelines apply.
- The Developer may apply for one of the City of Hagerstown Invest Hagerstown grant programs. Subject to the complete Invest Hagerstown program guidelines and an approved application, incentives available through the Invest Hagerstown program include:

1. City Center Redevelopment Grant Program

Mixed-use projects - Grants from a minimum of \$150,000 to a maximum of \$250,000 and requiring a minimum 2:1 match from the developer. Projects ranging \$450,000 to \$750,000+.

2. City-Wide Redevelopment Grant Program

Mixed-use projects - Grants from a minimum of \$5,000 to a maximum of \$25,000 and requiring a minimum 2:1 match from the developer. Projects ranging from \$15,000 to \$75,000+.

Full program guidelines apply.

- The Developer(s) may apply for the Fire Suppression Grant Program. Subject to the complete guidelines and an approved application, incentives available through the Fire Suppression Grant program include:
 - The program provides grants of \$7,500 to \$40,000. The Sprinkler System Grants are for sprinkler addition or upgrades. The Utility Infrastructure Grants are for costs directly related to significant water service utility infrastructure upgrades for an NFPA compliant fire suppression system. Such costs can include: street and sidewalk excavation, traffic control, upgraded water lines, meter vaults, water meters, fittings, street and sidewalk refinishing, and other exterior infrastructure components necessary for a fire suppression system installation or upgrade.
 - Grants require a 1:1 match from the applicant. Example: a \$25,000 grant would require a \$25,000 investment from the applicant for a total project investment of \$50,000. Matching costs can include all work related to utility work and fire suppression system installation (interior and exterior).
 - Full program guidelines apply.

Process and Criteria for Selection of Developer(s)

All applications shall be reviewed by an RFP Selection Committee. Criteria for ranking applications will include:

- Developer experience in residential development (if applicable) and renovation/adaptive re-use of older buildings. Capacity to accomplish project.
- Economic Impact of the Project
- Renovation budget, scale of the project and number of residential units proposed
- Size of the Building
- Condition of the Building/Rectifying of Code Violations
- Length of Vacancy
- Additional consideration will be given to proposals that demonstrate available onsite, off-street parking to be reserved for residents/customers.
- Additional consideration will be given for any proposal that also proposes the acquisition of a City-owned property through the City's Competitive Negotiated Sale (CNS) process. Available CNS properties are listed at www.hagerstownmd.org/CNS.
- Additional consideration may be given for any other factors that are in the best interest of the City of Hagerstown.

The Mayor and City Council will review the recommended proposals and will authorize staff to prepare a Grant Approval letter for the selected developer(s). The selected developer(s) may be asked to participate in a public presentation to the Mayor and City Council.

Should the selected developer(s) be unable to meet the terms of the Grant Approval Letter, the City will proceed to an alternate which will be subject to approval by the Mayor and Council.

Grant Approval

The City of Hagerstown will issue a Grant Approval Letter to the selected developer(s) which will define the project to be delivered by the developer, performance requirements and performance deadlines. The City of Hagerstown reserves the right to terminate the Grant Approval if agreed-upon performance measures are not met.

Funds will only be disbursed after staff have verified all work in the Application and Development Plan has been completed to Code, including all required site inspection approvals, and submission of final receipts. The City will issue a 1099 form following grant disbursement, and the grant may be taxable based on that year's State and Federal tax guidelines.

Questions

Written responses will be prepared as an addendum to the RFP and distributed to all applicants in advance of the submittal deadline.

City of Hagerstown
Strategic Properties Grant
Request for Proposals (RFP)
Submission Form

1. The name and legal description of the entity proposing to be the designated developer.

Name
Title
Phone
Email
Legal Company Name
DBA Company Name (if different)
Address
City/State/Zip
Website

Company Description:

2. Describe the ownership structure of the entity, identifying all individuals or other legal entities holding 5% or more ownership interest in the proposing entity ("principals"). Attach bios/resumes for all principals with 5% or greater ownership.

3. Project Site Information

Property Address: _____

4. Estimated Total Project Costs: \$ _____

Amount of Grant Requested:	Minimum	\$ _____ *
	Maximum	\$200,000

* The City may award the \$200,000 grant funds to either a single project or to multiple projects by distributing the funds based on project scale. The maximum grant award as a single project would be \$200,000. Please identify the minimum grant needed that would still allow the project to move forward.

5. Project Information

Project Start Date: _____

Project Completion Date: _____

Number of Residential Units Proposed: _____

Provide a list of each unit with configuration (ex 1BR, 1BA) and square footage.

6. Describe the experience, qualifications, and financial capacity of the entity and/or its principals to carry out the proposed project. Include experience in the development of Residential, Commercial, or Mixed-Use products (if applicable) and in the renovation/adaptive re-use of older buildings. Include examples of development projects of at least \$600,000 completed by the entity and/or its principals elsewhere.

Mandatory Required Attachments (Submissions without these attachments will not be reviewed.)

For all submissions:

- ☐ Description of proposed ~~renovation and construction work project.~~
- ☐ ~~Design plans and occupancy plan.~~
- ☐ Project budget.
- ☐ ~~Project construction cost estimates.~~
- ☐ ~~If developer/property owner is acting as its own General Contractor, at least one outside construction cost estimate for the full scope of work for the project must be provided to illustrate that expenses are in line with market-rate costs.~~
- ☐ ~~Construction Project~~ timeline.
- ☐ Financing plan showing proposed funding sources and indicating any other grants or incentives for the project. Total sources of funding to match total project costs. Attached lender letter for all borrowed sources. Attached bank/account statements to demonstrate availability of cash funding sources identified.

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For Development/Construction (include all attachments above plus the following):

- ☐ Design plans and occupancy plan.
- ☐ If developer/property owner is acting as its own General Contractor, at least one outside construction cost estimate for the full scope of work for the project must be provided to illustrate that expenses are in line with market-rate costs.
- ☐ Project construction cost estimates.

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Required RFP Forms (submit 3 copies of each)

- ☐ Cover Submission Form
- ☐ Applicants Signature Form
- ☐ Affirmation Form
- ☐ Notice Form – Subject to Maryland Public Information Act

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

Topic:

Approval of the Guidelines and Application Form for Middle Neighborhoods Emergency Repair Grant Program.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

052725_RS__Mid_Neighborhoods_ER_Grant.pdf

Description

Approval of the Guidelines and Application Form for Middle Neighborhoods Emergency Repair Grant Program.

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

DATE: May 27, 2025

TOPIC: **Approval of the Guidelines and Application Form for Middle Neighborhoods
Emergency Repair Grant Program**

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

MOTION:

I hereby move for the Mayor and City Council to approve the attached Guidelines and Application Form to create the Middle Neighborhoods Emergency Repair Grant Program. Staff may make administrative edits as needed for clarification and administration of the program.

The program will be funded with \$75,000 of awarded State Community Legacy funding.

DATE OF INTRODUCTION:	5/27/2025
DATE OF PASSAGE:	5/27/2025
EFFECTIVE DATE:	5/27/2025



TO: Scott Nicewarner, City Administrator

FROM: Margi Joe, Community Development Manager
Rachel Paul, Planning and Outreach Coordinator

DATE: May 9, 2025

RE: Middle Neighborhoods Emergency Repair Grant Program

At the May 13, 2025 Work Session, staff will review proposed guidelines for the creation of the “Middle Neighborhoods Emergency Repair Grant Program” funded by \$75,000 in awarded State Community Legacy monies.

This program will pay 75% of contractor costs to assist homeowners with urgent home repairs affecting the health, safety, or sanitary conditions of their dwelling. The program will work similarly to the CDBG Emergency Home Repair Grant program, but will allow a higher income threshold than is permitted by HUD guidelines.

On 6/18/2024 Mayor and City Council approved the City’s application to the Community Legacy program through the state for this program.

Attachments: Draft Motion
Proposed Program Guidelines
Proposed Program Application

c: Amanda Gregg, Chief Housing and Community Development Officer
Sue Kyler, Community Liaison



**City of Hagerstown
Middle Neighborhoods Emergency Repair Grant
Program Guidelines**

**Department of Housing and Community Development
April 2025**

Table of Contents

Program Description _____	3
Program Resources _____	3
Program Administration _____	3
Applicant and Property Eligibility Requirements _____	4
Eligible Expenses _____	4
Ineligible Expenses _____	5
Standards for Rehabilitation _____	5
Intake and Application _____	5
Approval of Application _____	6
Home Inspection and Scope of work _____	6
Contractor Requirements _____	7
Insurance _____	7
Contractor Notice to Proceed _____	7
Construction and Inspection _____	8
Grievance Procedure _____	8
Exceptions to Program Guidelines _____	9

City of Hagerstown

Middle Neighborhoods Emergency Repair Grant Program Guidelines

Program Description

The City of Hagerstown's Middle Neighborhoods Emergency Repair Grant Program is designed to provide financial assistance of up to \$15,000 to moderate-income households for the correction of health, safety, and property issues. The program aims to help ensure compliance with all applicable codes and standards. Eligible homeowners will be responsible for only 25% of the total repair cost.

Program Resources

The City uses State of Maryland Community Legacy funds to provide this assistance. Income eligibility determinations are a modification of the requirements of the HUD Community Development Block Grant program, utilizing the Section 8 "annual income" definition at 24 CFR 5.609 of the HUD regulations. HUD allows household income of up to 80% of Area Median Income (AMI); for the Middle Neighborhoods program, this has been adjusted to allow up to 120% of AMI to qualify.

Current Middle Neighborhood Income Limits* – Hagerstown, MD

# Persons in Household	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Annual Income	\$76,350	\$87,300	\$98,175	\$109,080	\$117,825	\$126,525	\$135,225	\$144,000

*Maximum household annual income determinations will include income of all current household members age 18 and over, regardless of relationship to the applicant.

Program Administration

Community Development staff are responsible for processing applications, performing site visits and development of the scope of work, arranging for the Lead Assessment (if required), and providing the homeowner with a list of licensed contractors to choose from (if requested). The homeowner must select the contractor themselves, and the contractor must be licensed by the Maryland Home Improvement Commission (MHIC). All work must be done in conformance with the standards outlined in Section 101.2 of the International Building Code, under which the City of Hagerstown Department of Engineering and Permits operates.

All necessary permits for building, mechanical, plumbing and/or electrical improvements must be applied for and issued by the City of Hagerstown Department of Engineering and Permits. No work requiring a permit may begin until a copy of said permit has been issued.

Applicant and Property Eligibility Requirements:

- Total household (all current residents) income must be below 120% of Area Median Income.
- Applicant must own the eligible property in fee simple.
- Property to be rehabilitated must be the applicant's primary residence.
- Applicant must have owned property to be rehabilitated for minimum two (2) years.
- Applicant must have the legal capacity to incur obligations under the Program.
- All mortgage payments must show current for the previous three (3) months.
- Applicant must be free of any tax lien or any judgment.
- Applicant(s) must be in good standing with the City of Hagerstown.
- Bankruptcies must have been discharged for a minimum of 2 years.
- Previous recipients of Middle Neighborhoods Emergency Repair Grant assistance are ineligible for additional funding under this program. (Previous recipients of the CDBG Emergency Repair Grant must observe the five-year waiting period before applying.)
- Property must be within the City of Hagerstown corporate limits and must be in need of rehabilitation.
- All property taxes and utilities must be current.
- The property must be free of all judgments including IRS liens.
- The applicant must have current Homeowners' Insurance. Any properties in the 100-year flood plain must have flood insurance.
- A Lead Assessment may be required for properties constructed prior to 1978, dependent upon the repair that is requested. If lead is deemed present the rehabilitation work must be completed by a contractor that is lead-certified.

Eligible Expenses

Eligible activities include repairs that will bring the house into compliance with City codes. These may include but are not limited to the following:

- Repair or replacement of defective mechanical, electrical, and plumbing systems.
- Repair or replacement of defective building components and surfaces, i.e., foundations, roofs and gutters, porches and stairways, floors, ceilings and walls, doors and windows.
- Lead paint hazard reduction.
- Accessibility for disabled persons.

Ineligible Expenses

The City will not provide assistance for the following:

- Creation of a secondary housing unit attached to a primary unit.

-
- New construction, substantial reconstruction, or the finishing of unfinished spaces such as attics or basements.
 - Renovation of outbuildings.
 - Costs of equipment, furnishings, or other personal property that is not an integral structural fixture, such as a window air conditioner.
 - Appliances not required by code standards.
 - Materials, fixtures or equipment of a type of quality that exceeds that customarily used in the locality for properties of the same general type as the property to be rehabilitated.
 - Labor costs for homeowners to rehabilitate their own properties.

Standards for Rehabilitation

Properties that the City deems eligible for participation in this program will be upgraded to conform to Section 101.2 of the International Building Code under which the City of Hagerstown's Department of Engineering and Permits operates. Any outstanding permit or zoning violations must be corrected before application will be considered eligible.

Scopes of work on all projects will be forwarded to the Maryland Historic Trust for review. Scopes of work on these properties will follow the Secretary of the Interior's Guidelines for the Rehabilitation of Historic Structures.

Intake and Application

Applicants are processed on a "first come - first served" basis. However, if necessary, priority will be given to those repairs needed to mitigate a hazardous condition that poses an immediate threat to the health and safety of the occupant.

The following documentation will be required to process the application:

- Driver's license (or other form of photo ID) for all applicants.
- If not a U.S. citizen, applicants must have Permanent Resident Alien documentation.
- Verification of current mortgage payment and name/address/phone for mortgage company.
- The name/address/phone of employer(s) (if applicable) for previous 2 years.
- Proof of current total household income for all household members regardless of relationship, whether on the Deed or not:
 - Last one months' employment pay stubs or vouchers;
 - Award letter documenting the amount of Social Security, Welfare, or Veterans Administration benefits;

-
- Court order awarding alimony or child support;
 - If income is received from pension, annuity plan, rental, or other income, include documentation of this.
 - A Year-to-Date Profit & Loss statement is required if self-employed.
 - Most recent two (2) years Federal tax returns and W-2s/1099s/1098s. If not on hand, printouts can be obtained from the IRS website.
 - Most recent two (2) months' statements of bank accounts, securities accounts, CD's, etc. (all accounts)
 - Balance & monthly payment amount documentation for mortgage(s) if applicable.
 - Copy of divorce decree or separation agreement if applicable.
 - Copy of the Recorded Deed (not the "Deed of Trust") for the property to be improved.
 - A copy of the declarations page of the current homeowner's insurance policy (showing policy period and premium).
 - A copy of the current property tax bill and tax assessment

After receipt of application and proof of income, the household's gross yearly income will be reviewed against the program's income guidelines to determine income eligibility.

Approval Process For Grant Program

Upon confirmation of income eligibility, the Community Liaison will advise applicant via e-mail or phone of preliminary approval and arrange for a site visit.

If the application for repair grant is not approved, the applicant shall be notified in writing of the reason(s) for denial.

Home Inspection and Scope of Work

Once the application has received preliminary approval, staff will arrange for the inspection of the property and creation of the scope of work. During this time, staff or the owner will order a survey to test for lead paint hazards (if necessary).

When the scope of work has been developed, staff will meet with the applicant to review the results and discuss the work to be completed. The property owner is responsible for contacting contractors for the project estimates; a list of qualified contractors is available upon request. Three (3) proposals/bids are preferred, and all bidders must be licensed by the Maryland Home Improvement Commission (MHIC). If lead paint is deemed present, the proposals must be provided by contractors who are also lead-certified.

Homeowners will be given 30 days to provide contractor estimates; if not received by staff within that timeframe, the application will be administratively closed.

Upon receipt of a signed contract between the homeowner and the contractor, the City may issue a deposit of up to one-third of the estimated project cost. Additional payments will be made only for completed work, up to 75% of the total project cost, with a maximum City contribution of \$15,000. The homeowner is responsible for paying the remaining 25% directly to the contractor.

Contractor Requirements

Only qualified contractors are eligible to do rehabilitation work under this program. Contractors must be licensed by the Maryland Home Improvement Commission (MHIC). Contractors must have Commercial General Liability Insurance and may not be under a suspension or debarment order.

Insurance

The contractor shall carry or require that there be current Manufacturer's and Contractor's Public Liability Insurance, in an amount of not less than \$100,000 for injuries including accidental death to any one persons and for any one accident, and to protect the contractor and his subcontractor's against claims for injury to or death of one or more than one person because of accident, and to protect the contractor and his subcontractors against claims for injury to or death of one or more than one person because of accidents which may occur or result from operations under the contract. Such insurance shall cover the use of all equipment including but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, and motor vehicles in the construction of the rehabilitation included in their contract.

The contractor shall carry, during the life of the contract, Property Damage Insurance in the amount of not less than \$50,000 to protect them and their subcontractors from claims for property damage which might arise from operations under their contract.

Contractor Notice to Proceed

After the grant is approved and a contractor is chosen to complete the work, a Notice to Proceed will be prepared. This document must be signed by the homeowner, the contractor, and the Community Liaison. Work may only begin after all signatures are in place. Grant funds will be paid directly to the contractor(s) upon receipt of invoices for completed work.

A deposit of up to one-third of the estimated project cost may be provided. Additional payments from the City will be made only for completed work, up to 75% of the total project cost. The homeowner will be responsible to the contractor for the remaining 25%. (The City may request additional documentation to confirm the applicant's ability to pay.)

The contractor must begin work within 30 days of the Notice to Proceed. If not, the City reserves the right to cancel the agreement. All work must be completed within 30 days of the commencement date.

Construction and Inspection

As construction progresses, staff will arrange for inspections as follows:

- Inspections will be requested as often as necessary to assure that the work is proceeding according to the terms of the contract and the scope of work.
- Site visits will be made whenever a payment request is submitted by the contractor to confirm that the work being billed has been completed as indicated on the invoice.
- City staff will make compliance inspections to assure that any work requiring permit(s) is being completed according to city code and any other related State or local laws and ordinances.
- Written notices of inspections and copies of any required permits will be filed appropriately.

**The contractor may only request a change order for additional items not included in the original scope of work if unforeseen safety or code violations are discovered after work has begun. The contractor must have written confirmation of this fact from the inspector, and the homeowner and the City must sign the change order form. Change order costs may not exceed 10% of the total project cost.

After staff determines that the rehabilitation work has been fully and satisfactorily completed and inspected, an Owner's Completion Acknowledgement Form and Final Inspection is issued. The homeowner signs the Acknowledgement indicating that he/she/they accept the rehabilitation work as meeting the terms and conditions of the contract. Staff may make the final City payment at that time. If the homeowner refuses to sign the final acceptance, staff may authorize payment for those items that are undisputed and acceptable to all parties.

Grievance Procedure

Disputes between the homeowner and the contractor may arise during the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties, the below grievance procedure will be followed.

1. The grievance by the homeowner or contractor is to be filed in writing with the Community Development Manager at the following address:
Department of Housing and Community Development
14 N. Potomac Street, Ste 200A
Hagerstown, MD 21740

-
2. The Manager and the Community Liaison will meet with the homeowner/contractor and attempt to negotiate a solution. If this fails:
 3. The Manager will forward the complaint and documentation of his/her attempts to resolve it to the Chief Housing and Community Development Officer who shall make a determination. If this decision is unsatisfactory to the complainant:
 4. The complaint and documentation of attempts to resolve it will be forwarded to the City Administrator who shall make the final determination.

For Issues related to complaints about the performance of the rehabilitation contract:

The rehabilitation contract is between the homeowner and the contractor. The following procedures shall be instituted to resolve complaints:

1. The homeowner must contact the contractor, inform him of the grievance, and attempt to work out the issue(s). If this fails:
2. The homeowner shall file a written grievance with the City. The Community Liaison will meet with the contractor and the homeowner to reach a mutual solution. If this fails:
3. The Community Liaison will forward the grievance to the Community Development Manager for a decision.
4. If either party is dissatisfied with the Community Development Manager's decision, they may appeal to the Chief Housing and Community Development Officer.
5. If this fails to bring about a resolution, the affected party may institute litigation.
6. The Community Development Manager will be responsible for maintaining documentation and records of all grievances. The Community Development Manager may release funds to the contractor for items in the scope of work which are complete and undisputed.

Exceptions to Program Guidelines

If it can be shown that certain deficiencies in a housing unit constitute an emergency (an immediate hazard to the health and safety of the inhabitants within the household), some or all of these guidelines can be exempted as an administrative act by the Community Development Manager with the consent of the Chief Housing and Community Development Officer.



City of Hagerstown

Middle Neighborhoods Emergency Home Repair Grant Program Application

The purpose of our Middle Neighborhoods Emergency Home Repair Grant Program is to provide financial assistance to moderate income homeowners within City limits. These programs are administered by the City of Hagerstown Department of Housing and Community Development and funded by the Maryland State Community Legacy Program to assist in the rehabilitation of owner-occupied single-family homes. Income-qualified homeowners may be eligible for a grant of up to \$15,000 for eligible emergency repairs to their property.

HOW DOES IT WORK?

Upon review of your completed application, department staff will contact you to schedule an inspection of the needed repairs to your home. Eligible rehabilitation work through this program will typically correct major exterior or interior deficiencies and include repairs which bring the property up to City code standards or resolve health and safety concerns. An "emergency repair" is defined as a situation that is life threatening, or one that prohibits someone from living in decent, safe, and sanitary conditions. Most common emergency repair cases include, but are not necessarily limited to significant roof leaks, failing heat systems, failing water heaters, major electrical hazards and major structural failures. Upon approval, homeowners are responsible for obtaining three contractor estimates and the contractors must be fully licensed to complete the proposed work. Upon project completion and staff review, 75% of the contractor invoice total will be paid by the City of Hagerstown.

WHO CAN APPLY?

Income-qualified owner-occupants of residential property within the City of Hagerstown may apply. The home must be the applicant's primary residence. All eligible rehabilitation projects will be subject to program guidelines and funding availability. Please call our department to ensure that you meet all eligibility guidelines before applying for this program.

Current Middle Neighborhood Income Limits* – Hagerstown, MD

# Persons in Household	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Annual Income	\$76,350	\$87,300	\$98,175	\$109,080	\$117,825	\$126,525	\$135,225	\$144,000

*Maximum household annual income determinations will include income of all current household members age 18 and over, regardless of relationship to the applicant.

City of Hagerstown Middle Neighborhoods
Emergency Home Repair Grant Application

APPLICANT INFORMATION

Name of Applicant		Name of Co-Applicant	
Social Security Number	Date of Birth	Social Security Number	Date of Birth
Address		Address	
City, State, Zip		City, State, Zip	
Home Phone Number	Cell Phone Number	Home Phone Number	Cell Phone Number
Email Address		Email Address	
Current Employer	Years Employed	Current Employer	Years Employed

TOTAL NUMBER OF PERSONS IN HOUSEHOLD? _____

LIST OF HOUSEHOLD RESIDENTS: ALL household members (INCLUDING applicant/co-applicant) and income sources must be listed below.

Family/Household Member Name	Age	Gross Monthly Income	Source of Income

PLEASE BRIEFLY DESCRIBE THE REQUESTED REPAIRS:

LEAD-BASED PAINT

Housing built prior to 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. Any household receiving federal funds for rehabilitation must receive the enclosed federally approved pamphlet on lead poisoning prevention.

By signing this application you are acknowledging that you have received the pamphlet "Protect Your Family From Lead In Your Home".

Applicant_____ Date_____

Co-Applicant_____ Date_____

STATISTICAL DATA

**Information collected is for statistical & monitoring purposes only. It is not used to determine eligibility.

Applicant:

Ethnicity <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	
() White	() American Indian/Alaskan Native & White
() Black/African American	() Asian & White
() Asian	() Black/African American & White
() American Indian/Alaskan Native	() American Indian/Alaskan Native & Black/African American
() Native Hawaiian/Other Pacific Islander	() Other Multi Racial
() Male	
() Female	
() I do not wish to answer	
I do not wish to furnish this information. _____ (Initials)	
US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	Country of Origin:

Co-Applicant:

Ethnicity <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	
() White	() American Indian/Alaskan Native & White
() Black/African American	() Asian & White
() Asian	() Black/African American & White
() American Indian/Alaskan Native	() American Indian/Alaskan Native & Black/African American
() Native Hawaiian/Other Pacific Islander	() Other Multi Racial
() Male	
() Female	
() I do not wish to answer	
I do not wish to furnish this information. _____ (Initials)	
US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	Country of Origin:

REQUIRED APPLICATION ATTACHMENTS CHECKLIST: Your application is not complete unless all of the following information is submitted. The City of Hagerstown may request additional information after initial application review. With this application, please include:

- ☐ MOST RECENT ONE MONTH'S PAY STUBS FOR EACH EMPLOYED PERSON (18+) IN THE HOUSEHOLD
- ☐ IF INCOME IS FROM PENSION, SOCIAL SECURITY, DISABILITY, ANNUITY OR ANY OTHER INCOME SOURCE, INCLUDE A COPY OF THE CURRENT AWARD LETTER
- ☐ COPY OF APPLICANT'S DRIVER'S LICENSE (OR OTHER GOVERNMENT-ISSUED PHOTO ID)
- ☐ MOST RECENT TWO (2) YEARS OF FEDERAL INCOME TAX RETURNS AND W-2s, 1098s OR 1099s (IF YOU ARE NOT REQUIRED TO FILE TAXES, PLEASE SIGN THE AFFIDAVIT OF TAX FILING STATUS FORM)
- ☐ COPIES OF YOUR TWO (2) MOST RECENT MONTHS OF BANK STATEMENTS -- ALL PAGES (ALL ACCOUNTS)
- ☐ COPY OF YOUR MOST RECENT MORTGAGE STATEMENT (IF APPLICABLE)
- ☐ COPY OF THE DECLARATION PAGE OF YOUR HOMEOWNER'S INSURANCE POLICY

**Please be advised that in order to be eligible for these programs, all property taxes must be current. City of Hagerstown staff will attempt to obtain your paid property tax receipts through online databases. If staff is unable to locate, you will be required to provide proof of current tax payments.

**City of Hagerstown staff will attempt to locate a copy of the recorded deed of assignment for your property and any other real estate you own through online Land Records databases. If staff is unable to locate, you will be required to provide proof of ownership.

AFFIDAVIT OF TAX FILING STATUS

I, _____, was not required to file a Federal
Income Tax Return for the following years and for the following reasons:

TAX YEAR: _____

TAX YEAR: _____

TAX YEAR: _____

I declare that the contents of the foregoing statement are true and correct.

APPLICANT

DATE

ACKNOWLEDGMENT AND CERTIFICATION

I/we certify that the above information is true and correct, and I/we understand that any misinformation could result in the disqualification of this and any future request for housing rehabilitation assistance. I/we understand that this application does not guarantee assistance, and this request will be kept confidential and reviewed by the City of Hagerstown staff and representatives to determine eligibility.

I/We agree that verification of information contained in this application may be made, either directly or through a credit reporting agency or from any source named in this application, and the original copy of this application will be retained by the City of Hagerstown, even if the grant is not approved. I/We authorize the City of Hagerstown to obtain individual credit reports and understand that any information obtained from the credit reporting agency may be used to determine eligibility for this request.

I/We agree to permit City of Hagerstown staff, or their representative, contractor and subcontractors access to the property during the workday or at other reasonable times to complete required inspections and all necessary work. I/We agree to cooperate with City of Hagerstown staff, or their representative, contractor and subcontractors to facilitate the performance of the work.

Applicant

Date

Co-Applicant

Date

Please return your completed application to:

City of Hagerstown
Department of Housing and Community
Development
14 N. Potomac St., Suite 200A
Hagerstown, MD 21740
Attn: Sue Kyler, Community Liaison
E-Mail: skyler@hagerstownmd.org

The City of Hagerstown does business in accordance with the Federal Fair Housing Act which prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions based on race, color, national origin, religion, sex, familial status, and mental or physical disability. The City of Hagerstown fully supports the principals of Equal Opportunity for all and requires all program participants, loan recipients, developers, contractors, and subcontractors to comply with all applicable law.



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

Topic:

Approval of Flying Boxcars Fireworks Event on July 4, 2025

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Approval_of_Flying_Boxcars_Fireworks_Event_on_July_4_2025.pdf

Approval of Flying
Boxcars Fireworks Event
on July 4, 2025

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: May 27, 2025

TOPIC: Approval of Flying Boxcars Fireworks Event on July 4, 2025

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

MOTION: I hereby move that Mayor and Council approve a fireworks show after the Flying Boxcars game on July 4, 2025. Mayor & Council's approval will exempt this show from the City of Hagerstown's Noise Ordinance under Section 155-5 of the Code of the City of Hagerstown on that date.

DATE OF INTRODUCTION: 5/27/2025

DATE OF APPROVAL: 5/27/2025

EFFECTIVE DATE: 5/27/2025

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

Topic:

General Citizen Comments are welcome and shall be limited to three minutes.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Citizens are welcome to provide comments in person or by sending an email to **councilcomments@hagerstownmd.org** no later than 5:00 p.m. on Tuesday, May 27, 2025. 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: