

# **Mayor and Council Executive Session, Special Session (15th Voting Session) and Work Session July 8, 2025 Agenda**

*"The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe, and vibrant neighborhoods."*

*"The City of Hagerstown shall be a community focused municipality"*

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The agenda and meeting packet is available at [www.hagerstownmd.org/government/agenda](http://www.hagerstownmd.org/government/agenda)

*"Inspiration does exist, but it must find you working"* – Pablo Picasso

## **EXECUTIVE SESSION**

- 2:30 PM** 1. **The Mayor and Council will meet in Open Session only for the purpose of voting to close its meeting to discuss matters that the Open Meetings Act permits it to discuss in Executive/Closed Session.**
2. EXECUTIVE SESSION – Council Chamber, 2nd floor, City Hall

## **4:00 PM SPECIAL SESSION**

1. Approval of an Ordinance: Prohibited Lodging Out of Doors
2. Approval of Purchase: Portable Remote Firing Cart for Hagerstown Police Department

## **4:00 PM WORK SESSION**

- 4:00 PM** 1. Western Maryland Scenic Railroad Locomotive 202 Donation Agreement – *Eric Deike, Director of Public Works*
- 4:30 PM** 2. Power Supply Increase - PJM Capacity Rate – *Nathan Fridinger, Deputy Director of Electric Operations*
- 5:00 PM** 3. Subrecipient Grant Agreement Revisions: Main Street Startup Grant – *Chris Siemerling, Economic Development Specialist*

## **CITY ADMINISTRATOR'S COMMENTS**

## **MAYOR AND COUNCIL COMMENTS**

## **ADJOURN**

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

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**Topic:**

**The Mayor and Council will meet in Open Session only for the purpose of voting to close its meeting to discuss matters that the Open Meetings Act permits it to discuss in Executive/Closed Session.**

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**

EXECUTIVE SESSION – Council Chamber, 2nd floor, City Hall

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

July\_8\_\_2025\_Executive\_Session.pdf

**Description**

Executive Session Agenda



# MAYOR AND CITY COUNCIL EXECUTIVE SESSION JULY 8, 2025 AGENDA

**Vision Statement:**

*The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe and vibrant neighborhoods.”*

**Mission Statement:**

*“We are dedicated to creating a thriving community where diversity is celebrated, economic development flourishes, and the quality of life is enhanced through collaborative and consistent representation.”*

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The agenda and meeting packet is available at [www.hagerstownmd.org/government/agenda](http://www.hagerstownmd.org/government/agenda)

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## 2:30 p.m. EXECUTIVE SESSION

1. To discuss public security, if the public body determines that public discussions would constitute a risk to the public or public security, (#10)

*\* Cybersecurity*

2. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; (#4)

*\* Status of continuing project*

3. To Discuss:
  - (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; (#1)

*\* Appointments: Historic District Commission  
Ethics Commission  
Hagerstown Housing Authority*

**\*AUTHORITY: Annotated Code of Maryland, General Provisions Article: Section 3-305(b)  
(Subsection is noted in parentheses)**



# CITY OF HAGERSTOWN, MARYLAND

**PUBLIC BODY:** Mayor & City Council

**DATE:** July 8, 2025

**PLACE:** Council Chamber, 2<sup>nd</sup> floor, City Hall

**TIME:** 2:30 p.m.

**AUTHORITY:** **ANNOTATED CODE OF MARYLAND, GENERAL PROVISIONS ARTICLE:** **Section 3-305(b) :**

1. To discuss:
  - ☒ (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or
  - ☐ (ii) any other personnel matter that affects one or more specific individuals;
- ☐ 2. To protect the privacy or reputation of individuals with respect to a matter that is not related to public business;
- ☐ 3. To consider the acquisition of real property for a public purpose and matters directly related thereto;
- ☒ 4. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- ☐ 5. To consider the investment of public funds;
- ☐ 6. To consider the marketing of public securities;
- ☐ 7. To consult with counsel to obtain legal advice;
- ☐ 8. To consult with staff, consultants, or other individuals about pending or potential litigation;
- ☐ 9. To conduct collective bargaining negotiations or consider matters that relate to the negotiations;
- ☒ 10. To discuss public security, if the public body determines that public discussions would constitute a risk to the public or public security, including:
  - (i) the deployment of fire and police services and staff; and
  - (ii) the development and implementation of emergency plans;
- ☐ 11. To prepare, administer or grade a scholastic, licensing, or qualifying examination;
- ☐ 12. To conduct or discuss an investigative proceeding on actual or possible criminal conduct; or
- ☐ 13. To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter; or
- ☐ 14. Before a contract is awarded or bids are opened, discuss a matter directly related to a negotiation strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.
- ☐ 15. Administrative Function

## **EXECUTIVE SESSION AGENDA**

City Hall • Council Chamber • 1 East Franklin Street • Hagerstown, MD 21740  
301.739.8577, Ext. 113 • Telephone for the Hearing Impaired 301.797.6617

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

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**Topic:**

Approval of an Ordinance: Prohibited Lodging Out of Doors

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_and\_Ordinance\_-\_Prohibited\_Lodging\_Out\_of\_Doors.pdf

**Description**

Motion: Out of Doors  
Lodging Ordinance

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

**Date:** July 8, 2025

**TOPIC:** **Approval of an Ordinance: Amending the City Code by Adding Chapter 173-32, Prohibited Lodging Out of Doors**

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

**MOTION:** I hereby move to approve an ordinance to amend the City Code by adding Chapter 173-32, Prohibited Lodging Out of Doors, which makes it unlawful for any person to sleep and/or lodge out of doors in any public place within the City limits of Hagerstown, Maryland. This prohibition extends to vehicles parked on public places. Only Hagerstown Police Department law enforcement officers will enforce this Ordinance.

The ordinance includes a sunset provision that it shall end six (6) months after its effective date, unless renewed by the Mayor and City Council.

DATE OF INTRODUCTION:	06/17/2025
DATE OF APPROVAL:	07/08/2025
EFFECTIVE DATE:	08/08/2025

**CITY OF HAGERSTOWN, MARYLAND**

**AN ORDINANCE TO AMEND THE CODE  
OF THE CITY OF HAGERSTOWN, BY  
ADDING CHAPTER 173-32 THEREOF, ENTITLED  
*PROHIBITED LODGING OUT OF DOORS***

**RECITALS**

WHEREAS, the Mayor and Council have a responsibility to maintain a safe, clean environment within the City; and

WHEREAS, the Mayor and City Council of Hagerstown, Maryland, find that sleeping and/or lodging out of doors in public places poses a risk to public health, safety, and welfare, and that it impedes the appropriate use of public spaces by all residents and visitors; and

WHEREAS, the Mayor and City Council of Hagerstown, Maryland, deem it necessary to enact laws to address these concerns and promote the orderly and safe use of public spaces;

WHEREAS, the Mayor and Council recognize that public places play a significant role and are part of the foundation upon which healthy, thriving and safe communities are built; and

WHEREAS, the Mayor and Council desire to protect and promote the public health, safety and welfare of the citizens and visitors of Hagerstown, to enact obligations as to the use of public places, and to encourage all parties to maintain and improve the quality of public places within the community; and

WHEREAS, the Mayor and Council desire to protect, preserve, and promote the health, safety and welfare of the citizens and visitors of Hagerstown by the safe and proper use of public places, through education and the implementation and enforcement of reasonable laws; and

WHEREAS, the Mayor and Council further recognize that laws regarding sleeping and/or lodging out of doors in public places are essential to the accomplishment of these purposes;

WHEREAS, this Ordinance shall be enforced only by Hagerstown Police Department law enforcement officers; and

WHEREAS, this Ordinance has a sunset provision such that it shall end six (6) months after its effective date, unless renewed by the Mayor & City Council.

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

1. The foregoing recitals be and are incorporated herein as if restated verbatim.

2. The Code of the City of Hagerstown is hereby amended by enacting Chapter 173-32, to read as follows:

(See Attached)

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

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

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

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Donna K. Spickler  
City Clerk

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William B. McIntire  
Mayor

Date of Introduction: 06/17/2025  
Date of Passage: 07/08/2025  
Effective Date: 08/08/2025

PREPARED BY:  
SALVATORE & MORTON, LLC  
CITY ATTORNEY

## **§173-32 PROHIBITED LODGING OUT OF DOORS**

### **A. Policy.**

WHEREAS, the Mayor and City Council of Hagerstown, Maryland, find that sleeping and/or lodging out of doors in public places poses a risk to public health, safety, and welfare, and that it impedes the appropriate use of public spaces by all residents and visitors; and  
WHEREAS, the Mayor and City Council of Hagerstown, Maryland, deem it necessary to enact laws to address these concerns and promote the orderly and safe use of public spaces.

### **B. Definitions.**

For the purposes of this Ordinance, the following terms shall have the meanings indicated:

- (1) "*Lodging out of doors*" means the use of a public place for living accommodation purposes such as sleeping or making preparations to sleep (including the laying down of bedding for the purpose of sleeping), storing personal belongings, making a fire, using a tent, shelter, or other structure for sleeping, or doing any digging or earth breaking, whether temporary or otherwise, for the purpose of sleeping.
- (2) "*Public place*" means any outdoor area owned or maintained by the City of Hagerstown, including but not limited to streets, alleys, sidewalks, bridges, parking lots, parking decks, parks, plazas, public buildings, and other public properties.
- (3) "*Sleeping*" means the act of being in a state of rest while lying down with the intention of sleeping, which may include the use of bedding, blankets, sleeping bags, or similar materials.

### **C. Prohibition.**

- (1) It shall be unlawful for any person to sleep and/or lodge out of doors in any public place within the city limits of Hagerstown, Maryland. This prohibition shall extend to motor vehicles parked on public places.
- (2) The prohibition in subsection (a) shall not apply to the following:
  - a. Individuals participating in events or activities approved or sponsored by the City of Hagerstown that involve temporary overnight stays in public places.

### **D. Penalties.**

- (1) Only Hagerstown Police Department law enforcement officers are authorized to enforce this Ordinance.
- (2) Any person found in violation of this Ordinance shall be subject to a fine not exceeding \$500 or imprisonment for a period not exceeding 60 days, or both. Each day any violation of this Ordinance continues shall constitute a separate offense.
- (3) In addition to or in lieu of the penalties provided in subsection (b), any person found in

violation of this Ordinance may be directed to vacate the public place and may be offered or directed to available social services or assistance.

**E. Severability.**

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

**F. Sunset Clause.**

This Ordinance shall automatically expire and be of no further force or effect six (6) months after its effective date, unless the Mayor and City Council take formal action to extend or amend its provisions. Notwithstanding its expiration, any citations or charges issued under this Ordinance prior to its expiration shall remain valid, and all such cases shall be prosecuted to their full resolution in accordance with applicable law.

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

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**Topic:**

Approval of Purchase: Portable Remote Firing Cart for Hagerstown Police Department

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_-\_Portable\_Remote\_Firing\_Cart.doc  
CONSENT\_FORM.pdf  
QUOTE.pdf  
SOLE\_SOURCE.pdf

**Description**

MOTION  
CONSENT FORM  
QUOTE  
SOLE SOURCE



## **REQUIRED MOTION**

### **MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND**

**Date:** July 8, 2025

**TOPIC:** Acceptance of Purchase of Portable Remote Firing Cart

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

**MOTION:** I hereby move for Mayor and Council approval of the purchase of a Portable Remote Firing Cart at a total cost of \$15,725.00. Funding will come from the FY23 Coverdell Forensic Science Improvement Grant.

DATE OF PASSAGE: July 8, 2025

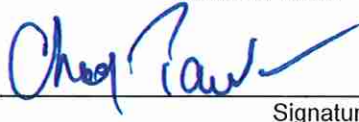


PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown 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 This purchase is being made utilizing the Coverdale Grant. There is no match required. The system will allow lab staff to more safely test firearms. The system is compatible with our existing water retrieval tank. This will be a preferred vendor purchase for this reason.

 7/1/25  
Signature / Date

\_\_\_\_\_  
Signature / Date

**(2) Purchasing Agent**

COMMENTS

\_\_\_\_\_  
Signature / Date

**(3) Chief Financial Officer**

COMMENTS

\_\_\_\_\_  
Signature / Date

**(4) City Administrator**

COMMENTS

\_\_\_\_\_  
Signature / Date





Jessica Shaffer  
Hagerstown Police Department  
50 N. Burhans Blvd.  
Hagerstown, MD 21740

June 24, 2025

## Portable Remote Firing Cart Pricing

The Cart is principally designed to put distance between the examiner and a suspect faulty firearm from any firearm testing location. Also, the device is a means of protecting the examiner from the punishing effects of recoil inflicted by the newer generation of high-power weapons.

### Model RF3000 - Portable Remote Firing Cart

\$11,300.00

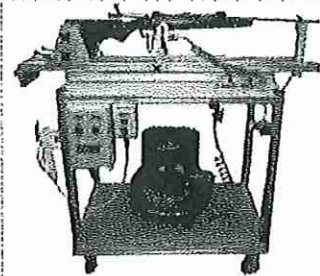
#### *Includes:*

- Adjusts within seconds to any size firearm, from 50 BMG to pocket Derringer.
- Accepts semi-auto weapons with full magazine in place.
- Simple lever switch actuates a pneumatic cylinder and soft rubber gripper to hold buttstock or handgun grips w/300 lbs force.
- Firearm can be discharged from local position for recoil isolation, or remotely if suspect faulty weapon.
- Aluminum Cart
- Includes pneumatic barrel grip
- Compressor
- Pneumatic trigger pull
- Adjustable pneumatic recoil dampening system
- Arming Safety Feature

#### *Available Options:*

**Adjustable Height and Angle** ..... \$3,250.00

- Inclined firing position -- elevated from 0 to 30 degrees
- electric hydraulic lift with up/down switch and 10 inch lift range.



Shipping/Crating to ..... Hagerstown, MD ..... \$1,175.00

**TOTAL PRICE** ..... **Excluding any applicable taxes:** ..... **\$15,725.00**

**Terms: 20% down Payment and balance due on delivery.**

Delivery: 90-120 days after receipt of order. Quote valid for 30 days.

You will have to unload the equipment and place it within the facility.

Equipment weight is approx. 400 lbs.

**FOR USE WITH INDOOR/OUTDOOR FIRING RANGE, METAL TRAP, BULLET RECOVERY TANK**

1512 Sarah Court Murfreesboro TN 37129, 615-893-1099 Fax 615-895-2133

5233 G-426





Jessica M. Shaffer  
Hagerstown Police Department  
50 N. Burhans Blvd.  
Hagerstown, MD 21740

June 27, 2025

**RE: Sole Source Vendor Status-Portable Remote Firing Cart**

CyberNational, Inc. has been selected as a sole source supplier of Portable Remote Firing Carts for several municipalities and government agencies. Selection of our company was based on our provision of several unique safety, construction and convenience features not available on other equipment.

The following summarizes the features that to date, to the best of our knowledge has been unavailable on other equipment or by any other company and these features are:

**Construction/Performance/Features**

1. This remote cart is capable of adjusting within seconds to any size firearm, from .50 Cal. BMG to pocket Derringer without having to disassemble the firearm or any part of the remote cart.
2. The cart is proof-tested through .50 Cal. (BMG) before leaving the manufacturing facility.
3. The fixture is open down the center of the platform therefore allowing semi-auto weapons to be test fired with full magazine in place.
4. The remote cart is designed with an optional adjustable pneumatic trigger pull. This includes an electronic control panel and remote firing box. This allows the firearms examiner to safely discharge the firearm from a local position for recoil isolation, or remotely if suspect faulty weapon.
5. Arming Safety (option) feature includes a control panel with a warning alarm when cart is activated in test fire mode. *The control panel is equipped with a orange light button with protective cover, warning alert buzzer and a deactivate button.* The remote firing box can be locked (with key) until ready to test fire.
6. The Remote Firing Cart (Modl RF3000) includes an adjustable recoil dampening system designed to absorb recoil from rifles and shotguns.
7. The platform is mounted on a custom designed cart, dimensions based on customer need, with on-board compressor and unit rolls out of the way when not in use. This unit is completely self-contained and only requires 115V, 60HZ electrical outlet.
8. The fixture includes drop-in grip extender, which doubles the gripping area for rifle stocks.

1512 SARAH COURT MURFREESBORO TN 37129 615-893-1099 FAX 615-895-2133

9. Simple lever switch actuates a pneumatic cylinder and soft rubber gripper to hold buttstock or handgun grips w/192 lbs force.
10. The Portable Remote Firing Cart is height adjustable (option) with an electric hydraulic lift and an up/down switch with a lift range of 10 inches.

Best feature is sheer simplicity.

**Simple drop-in-place installation.**

Hand knobs provided for adjustment. No tools required.

Here are some of the government agencies who choose to sole-source: LAPD, LA Sheriff's Department, Kansas City PD, Santa Ana PD, Alameda County Sheriff's Office, U.S. Military, FLDE, Tucson PD, DOJ – CA, New Hampshire, Montana, BCA MN, Denver, Co BOI, State of Texas Labs, South Dakota, West Virginia, State of Virginia Labs and more...

Please let me know if you have any questions or need additional paperwork.

Mailing Address: CyberNational, Inc.  
1512 Sarah Court  
Murfreesboro, TN 37129

Our federal ID # is 62-1312769.



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

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**Topic:**  
Western Maryland Scenic Railroad Locomotive 202 Donation Agreement – *Eric Deike, Director of Public Works*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

File Name	Description
Western_Maryland_Senic_Railroad_Locomotive_202_Donation_Agreement_Council_Packet.pdf	Western Maryland Scenic Railroad Locomotive 202 Donation Agreement



# CITY OF HAGERSTOWN, MARYLAND

Public Works Department

[www.hagerstownmd.org](http://www.hagerstownmd.org)

TO: Scott Nicewarner, City Administrator  
Michelle Hepburn, Chief Financial Officer

FROM: Eric B. Deike, Director of Public Works

DATE: July 2, 2025

RE: Western Maryland Scenic Railroad  
Locomotive 202 Donation Agreement

## MAYOR AND COUNCIL ACTION REQUESTED

Staff is seeking Mayor and Council approval of a donation agreement of Locomotive 202 to the Western Maryland Scenic Railroad (WMSR).

## DISCUSSION

City Engineer, Jim Bender, spoke to the Mayor and Council on Tuesday, July 24, 2024, regarding Locomotive 202. The City had attempted to complete a cosmetic restoration of the locomotive along with improvements to the site. The only bid received was four (4) times greater than the estimated cost for the project. Options were presented to the Council on a path forward including seeking additional funds, revise the restoration plans to reduce the cost, leave the locomotive as-is, or revisit the offer from the WMSR.

As you recall, WMSR wishes to relocate Locomotive 202 to Cumberland and complete a full restoration. Once restored, the locomotive would be placed in operation to pull passenger cars for short scenic tours of Western Maryland.

WMSR was invited back to the council meeting of September 10, 2024, where they once again laid out their plans to transport the train to Cumberland for restoration. The Council was receptive to the idea of donating Locomotive 202 to the WMSR as a means to preserve the locomotive for future generations.

Staff was directed to work with the WMSR to write a donation agreement. Attached is the donation agreement that has been reviewed by staff, the City's legal counsel, and the WMSR.

Highlights of the donation agreement include the following:

1. The City agrees to donate Locomotive 202 to WMSR for the sum of \$1.00.
2. The purpose of the donation is for the repair and full restoration of the locomotive for scenic railroad tours.

**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





# CITY OF HAGERSTOWN, MARYLAND

Public Works Department

[www.hagerstownmd.org](http://www.hagerstownmd.org)

3. WMSR bears all costs for relocation of the locomotive to Western Maryland and for the restoration.
4. No parts or components of the locomotive shall be used for other locomotive restorations without the expressed written consent of the City.
5. The proposed completion of the project is ten (10) years.
6. WMSR shall provide residents of the City of Hagerstown with a 25% discount on ticket purchases for WMSR-operated excursions in perpetuity.

## FINANCIAL IMPACT

The financial impact to the City for the relocation of Locomotive Engine 202 is to be ZERO DOLLARS (\$0.00). However, there may be incidental cost involved when removing the locomotive from City Park. City staff will provide minimal assistance to WMSR as needed.

## RECOMMENDATION

It is the recommendation of staff to enter into the draft agreement with the Western Maryland Scenic Railroad. Staff will be available to answer any questions regarding this agreement.

Att: WSMR Donation Agreement  
C: Jason Morton, Attorney (digital copy)  
Parks Staff (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

## **DONATION AGREEMENT**

**THIS DONATION AGREEMENT** ("Agreement"), is made by and between **City of Hagerstown, Maryland** (the "City"), a Maryland municipal corporation, and the **Western Maryland Scenic Railroad Development Corporation** ("WMSR"), a Maryland non-profit corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date."

### **RECITALS**

**WHEREAS**, WMSR provides scenic railroad tours between the City of Cumberland and the City of Frostburg as part of its business; WMSR is dedicated to preserving the rich history of the Western Maryland Railway

**WHEREAS**, the City owns a steam locomotive (1912 Baldwin Locomotive Works K-2 Pacific type steam locomotive, .) that is commonly known as Steam Locomotive Number 202, together with all accessories thereto, attached and unattached, all parts thereof, and all equipment and other items affixed thereto or temporarily removed therefrom, all of which are referred to collectively hereinafter as the "Locomotive".

**WHEREAS**, the City has offered to donate the Locomotive to WMSR and WMSR has agreed to accept that donation subject to the terms and conditions of this Agreement; and

**WHEREAS**, the parties deem the entry into this Agreement to be in their respective best interests.

### **WITNESSETH:**

**NOW THEREFORE**, in consideration of the sum of \$1.00, in hand paid, the receipt of which is hereby acknowledged, and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference in and form a part of this Agreement.
2. **Donation.** Subject to the terms and conditions set forth herein, the City agrees to donate the Locomotive to WMSR, and WMSR has agreed to accept that donation.
3. **Purpose of Donation.** WMSR intends to repair and restore the Locomotive so it will be suitable for use for scenic railroad tours.
4. **Condition.** The City shall convey the Locomotive to the WMSR in "AS IS" condition and without any representations or warranties other than those expressly set forth herein.

5. **Contingencies.** The donation of the Locomotive shall be subject to the following contingencies:

5.1. **Title.** To the best of its knowledge, the City knows of no other entity having claim to title to the Locomotive. The City knows of no liens and encumbrances to the Locomotive.

5.2. **Other Agreements.** To the best of its knowledge, the City knows of no current agreements, recorded or unrecorded, that pertain to the Locomotive, directly or indirectly.

5.3. **Condition of Locomotive.** The Locomotive shall be delivered to the WMSR free of all trash and debris, all items owned by third parties, and all items the City will not be donating to WMSR.

5.4. **Notices from Government Entities.** Upon the execution of this Agreement, the City shall provide WMSR with all notices and documentation, if any, issued by any government authority pertaining to safety violations or the condition of the Locomotive during the time the City owned it, without regard to whether the conditions which were the subject of the notices and documentation have been resolved.

5.5. **Inspection Rights.**

(a) The City will provide WMSR, its agents, employees, representative and contractors with such access to the Locomotive as is necessary to conduct a comprehensive assessment of its condition, whether and the extent to which it contains asbestos or asbestos containing materials, the work that will be required to restore it, and whether it is feasible to transport the Locomotive from its current location to WMSR's facilities in Cumberland, Maryland. The assessment shall be concluded on or before sixty (60) days from the Effective Date, and WMSR shall promptly provide the City with its findings.

(b) WMSR and any contractor(s) it retains for the performance of the inspection work described in subsections (a) and (b) above shall secure (i) comprehensive general public liability insurance with limits of no less than One Million Dollars (\$1,000,000.00) per claim and per occurrence and shall name the City as an additional insured, and (ii) workers' compensation insurance in the statutory minimum amounts covering the inspection work described in this subsection, and WMSR shall provide the City with a Certificate of Insurance as to these obligations.

5.6. **Waiver of Contingencies.** WMSR may waive any or all of the contingencies set forth in this section or elsewhere in this Agreement. These contingencies shall be deemed to have been waived unless WMSR gives the City written notice of its intent not to accept the donation of the Locomotive within sixty (60) days of the Effective Date, the said sixty (60) day period hereinafter being referred to as the "Due Diligence Period".

6. **Representations and Warranties.** As of the Effective Date and the date of the closing for the transfer of the Locomotive (the "Closing"), the City makes the following representations and warranties for the benefit of WMSR:

- (a) The City is, to the best of its knowledge, the legal owner of the Locomotive and has the authority to donate it to WMSR.
- (b) The Locomotive is, to the best of its knowledge, free from any liens, encumbrances or legal claims.

7. **Notice of Intent not to Proceed.** WMSR may elect not to proceed with the transaction contemplated by the terms of this Agreement for any reason or no reason at all provided it gives the City written notice of this election (hereinafter referred to as the "Notice of Intent not to Proceed") during the Due Diligence Period.

8. **Closing; Possession.**

(a) Closing shall take place on a date or dates agreed upon by the parties hereto no later than fifteen (15) days after the expiration of the Due Diligence Period. Closing shall not occur unless and until WMSR has secured funding sufficient to transport the Locomotive to its facility, in accordance with Paragraph 8 (e), below. WMSR shall produce proof of funding to the City no later than the expiration of the Due Diligence Period.

(b) The parties need not be physically present for Closing. Closing will be deemed to have been consummated upon the completion of the execution of the Bill of Sale.

(c) At the Closing, the City shall transfer all of its rights, title and interest in and to the Locomotive by means of an executed Bill of Sale in the form set forth in the Exhibit A attached hereto.

(d) At the Closing, the City shall deliver possession of the Locomotive, attached parts, unattached parts, spare parts, and all accessories thereto to WMSR.

(e) WMSR acknowledges that the Locomotive is not legal for interchange and will require movement by either truck or flat car. At Closing, WMSR shall provide for the transportation of the Locomotive, attached parts, unattached parts, spare parts, and all accessories thereto from the City's property and it shall provide all tie downs and related arrangements. WMSR is responsible for all insurances, permits and other requirements of the transportation, and shall indemnify and hold the City harmless for all claims arising out of transportation of the Locomotive from its present location.

(f) Immediately upon Closing, the City shall deliver possession of the Locomotive to the WMSR.

**9. Release; Indemnity.**

**9.1. WMSR's Indemnification Obligation.** WMSR hereby assumes liability for and agrees to defend, protect and hold the City and its officers, officials, employees, agents and representatives harmless from and against all liabilities (including without limitation any obligation based on strict liability and tort), claims, suits, causes of action, legal or administrative proceedings, demands, judgments, damages, losses, fines, penalties, costs and expenses including attorneys' fees and costs arising out of or in any manner connected with the ownership, transportation, use, operation or disposition of the Locomotive on and after the Closing Date.

**9.2. City's Indemnification Obligation.** The City hereby assumes liability for and agrees to indemnify, protect and hold WMSR and its officers, directors, employees, agents and affiliates harmless from and against any and all liabilities (including only actions sounding in strict liability and tort), arising out of or in any manner connected with the ownership, use or operation of the Locomotive prior to the Closing Date and prior to transport from its current location.

**10. Delivery Details.** WMSR shall accept delivery of the Locomotive at its current location at City Park, Hagerstown, Maryland. WMSR shall transport the Locomotive to its facilities in Cumberland, MD no later than one hundred eighty (180) days from the date of Closing. Failure to transport the Locomotive to WMSR facilities within one hundred eighty (180) days shall be grounds for the City to terminate the Agreement, in which case WMSR shall return it to its original location in City Park. WMSR shall be responsible for all transportation costs. WMSR reserves the right to engage qualified heavy equipment contractors to assist in planning and executing the locomotive's removal and movement to WMSR's facilities in Cumberland, Maryland. The parties to this Agreement agree to collaborate with one another and WMSR's heavy equipment contractors for these purposes. Any contractors engaged by WMSR for these purposes shall carry the same insurance required for contractors retained for the purpose of performing inspections, as provided for in Section 5.5(b) of this Agreement, and WMSR shall provide the City with a Certificate of Insurance as to these obligations.

**11. Risk of Loss.** The Locomotive shall be held at the risk of the City until such time as the Closing has been completed.

**12. Possession.** The City agrees to give possession and occupancy of the Locomotive to WMSR upon the completion of closing.

**13. Post-Donation Obligations.**

**13.1. Renovation and Repair.** The donation provided herein is contingent upon WMSR's renovation and repair of the Locomotive to a condition which meets or surpasses the Federal Railroad Administration regulations for operation, as provided in 49 CFR Part 230, no later than ten (10) years from the Effective Date, and in accordance with the timeline attached hereto as Exhibit B. WMSR shall not use any parts or components from the Locomotive for any other locomotive, except with the express written consent of the City. The City shall have the right to inspect progress of restoration at five (5) years from the Effective Date, to

ensure that restoration is proceeding in a manner consistent with this Agreement. If WMSR does not restore the Locomotive to this condition in a timely manner, the City shall have the right to demand that the Locomotive be returned to it; provided, however, that, if the Locomotive has been renovated and repaired after this ten (10) year period and the City has not demanded its return, WMSR shall not be obligated to return it. Any demand for the return of the Locomotive must be made in writing. In the event the City is eligible to demand the return of the Locomotive, as provided herein, and it provides notice of such demand to WMSR, WMSR shall return the Locomotive (including all of its component parts) to the City in the same or better condition than it was in as of the Effective date; provided, however, that if the Locomotive is partially restored, it may be returned to the City in that condition.

Notwithstanding the foregoing, the City may demand that WMSR perform a cosmetic restoration of the Locomotive before it is returned to the City. Any such demand shall be set forth in the written demand for the return of the Locomotive. If the City elects to proceed with a cosmetic restoration, the City will be responsible for providing or paying for the resources and materials necessary for the performance of that work, and WMSR shall furnish of the labor to perform that work. WMSR shall be responsible for returning the Locomotive to the City and/or bearing all costs associated with such return. WMSR reserves the right to engage qualified heavy equipment contractors to assist in planning and executing the locomotive's removal and movement to the City's location of choice in Hagerstown, Maryland. The parties to this Agreement agree to collaborate with one another and WMSR's heavy equipment contractors for these purposes. Any contractors engaged by WMSR for these purposes shall carry the same insurance required for contractors retained for the purpose of performing inspections, as provided for in Section 5.5(b) of this Agreement, and WMSR shall provide the City with a Certificate of Insurance as to these obligations.

**13.2. Perpetual Discount for Hagerstown Residents.** In recognition of the City's collaboration and support for the donation of the Locomotive, WMSR shall provide residents of the City of Hagerstown a with a 25% discount on ticket purchases for WMSR-operated excursions in perpetuity. This discount will not apply for third-party licensed events, such as The Polar Express™ Train Ride and other similar special events not directly operated by WMSR. In order to be eligible for the discount, Hagerstown residents must provide government-issued picture identification showing that they reside in Hagerstown to support their discounted ticket pricing.

13.3. WMSR shall create an annual event to draw Hagerstown residents and show them the progress of the Locomotive's restoration program and eventual operation.

**14. Remedies upon Default.** If either party breaches the terms of this Agreement, the non-breaching party may pursue such rights and remedies as may be available in law or in equity, including without limitation, an action for specific performance of this Agreement. The prevailing party in any such litigation shall be entitled to be indemnified for its reasonable attorneys' fees, court costs and litigation expenses.

15. **Survival.** With the exception of Section 5, the terms, provisions, covenants and conditions herein contained herein shall not merge into the Bill of Sale. Rather, they shall survive the Closing.

16. **Assignability.** This Agreement may not be assigned except by written agreement of the parties. Either party may refuse to assign this Agreement for any reason or no reason at all.

17. **Captions.** The marginal captions of this Agreement are for convenience and in no way define or limit the intents, rights or obligations of the parties hereunder.

18. **Notices.** Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by overnight delivery or hand-delivered at the address stated below. Such notices may also be provided by email, provided the recipient acknowledges receipt by means of a responsive email.

To the City:

City Administrator (presently Scott Nicewarmer)  
City of Hagerstown  
1 E. Franklin Street  
Hagerstown, MD 21740  
*snicewarner@hagerstownmd.org*

To WMSR:

Wesley Heinz  
Executive Director  
Western Maryland Scenic Railroad  
13 Canal Street, 2<sup>nd</sup> Floor  
Cumberland, MD 21502  
*wheinz@wmsr.com*

19. **Entire Agreement.** This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns.

20. **Invalidity.** If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and it shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

21. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland, without regard to its conflicts of laws principles. It shall be enforceable with an action commenced and maintained in the Circuit Court for Allegany County, Maryland, the Circuit Court for Washington County, the District Court of Maryland for Allegany County or the District Court of Maryland for Washington County. The parties hereto agree to be subject to the jurisdiction of such courts and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such courts is commenced in an inconvenient forum or one that lacks proper venue.

22. **Waiver of Jury Trial.** THE PARTIES HERETO EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OR ALL OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND EACH OF THEM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

23. **Gender/Tense/Conjugation.** The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

24. **Modification.** No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

25. **Joint Drafting.** The parties hereto agree that this Agreement reflects the joint drafting efforts of each party, and any ambiguities shall not be construed against either party.

26. **Signing by Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign electronically (but not by facsimile machine) transmitted copies of this Agreement. Once said electronically transmitted copies are fully executed, they shall have the same binding effect as would a signed original Agreement once delivered to the other party.

27. **Counterparts.** This Agreement may be executed in multiple parts, each of which shall be deemed an original and shall have the same binding effect as though a single original was executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Donation Agreement as of the dates set forth below with the specific intention that it constitute an instrument under seal.



**WITNESS/ATTEST:**

**CITY OF HAGERSTOWN, MARYLAND**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
William B. McIntire, Mayor

\_\_\_\_\_  
Date

**WESTERN MARYLAND SCENIC RAILROAD  
DEVELOPMENT CORPORATION**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Wesley Heinz, Executive Director

\_\_\_\_\_  
Date

## **EXHIBIT A**

THIS QUITCLAIM BILL OF SALE is made by and between **City of Hagerstown, Maryland** (the "City"), a Maryland municipal corporation, and the **Western Maryland Scenic Railroad Development Corporation** ("WMSR"), a Maryland non-profit corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date."

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged), The City does hereby quitclaim unto WMSR, all of the City's right, title and interest, if any, in and to the 1912 Baldwin Locomotive Works K-2 Pacific type steam locomotive, commonly known as Locomotive 202, together with all accessories thereto, attached and unattached, all parts thereof, and all equipment and other items affixed thereto or temporarily removed therefrom, all of which are referred to collectively as the "Locomotive".

TO HAVE AND TO HOLD the Locomotive unto WMSR and WMSR's successors and assigns forever.

The locomotive is being quitclaimed "as is", "where is", and "with all faults" as of the date of this Bill of Sale, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability or any other warranty, express or implied, with the exception of those expressly set forth in the Donation Agreement executed by the parties hereto. The City specifically disclaims any warranty, guaranty, or representation, oral or written, past or present, express or implied, concerning the Locomotive or the City's title thereto with the exception of those expressly set forth in the said Donation Agreement.

With the exception of facsimile transmission, each of the parties hereto expressly authorizes and agrees to sign electronically transmitted copies of this Bill of Sale. Once said electronically transmitted copies are fully executed, they shall have the same binding effect as would a signed original.

This Bill of Sale may be executed in multiple parts, each of which shall be deemed an original and shall have the same binding effect as though a single original was executed by all of the parties hereto

**IN WITNESS WHEREOF**, the parties have duly executed this Bill of Sale as of the dates set forth below with the specific intention that it constitute an instrument under seal.

**WITNESS/ATTEST:**

**CITY OF HAGERSTOWN, MARYLAND**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
William B. McIntire, Mayor

\_\_\_\_\_  
date

**WESTERN MARYLAND SCENIC RAILROAD  
DEVELOPMENT CORPORATION**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Wesley Heinz, Executive Director

\_\_\_\_\_  
date



Exhibit B  
***Restoration Schedule for  
Western Maryland Railway #202***

**Phase 1: 2025 – 2026**

**Launch and Initial Assessments**

- Fundraising Begins Immediately
  - Tear Down
  - Superheater Units Are Removed from the Locomotive
  - Ultrasound (Boiler Inspection)
  - Preliminary FRA Inspection
- 

**Phase 2: 2027 – 2028**

**Engineering and Planning**

- Form 4 Boiler Calculations
  - Detail Running Gear Inspection
  - Interior Acid Wash of the Boiler
  - Hydrostatic Test for boiler inspection
  - Remove Boiler Flues & Tubes
  - Exterior Sand Blast Boiler Shell and Apply THERMOLUX for rust prevention
  - Interior of Boiler Barrel will receive a coating of APEXIOR 3 for rust/scale prevention
- 

**Phase 3: 2029 – 2031**

**Begin Restoration Work**

- Begin Boiler Work – Removal of Non-Compliant Material
  - Preparations for Sourcing Replacement Material
  - Firebox Sheet Removal and Replacement
  - Begin Major Running Gear Maintenance
  - Appliance Inspection
  - Appliance Restoration & Acquisition
-



## *Restoration Schedule for Western Maryland Railway #202*

### **Phase 4: 2031 – 2032**

#### **Tender, Cab, and Boiler Component Preparation**

- Tender Disassembly
  - Tender Repair
  - Tender Reassembly
  - Tender Painted
  - Cab Fabrication
  - Flues and Tubes Ordered
  - Superheater Units Tested and Polished for Installation
  - Rebuild Turret Valves and Appliances Continuing.
  - Fabrication of Missing Appliances, Water Column, and/or Turret/Valves
- 

### **Phase 5: 2033 – 2034**

#### **Testing and Reassembly**

- Hydrostatic Testing of the Boiler
  - FRA Witness of Hydrostatic Test
  - Repair Any Deficiencies Found During Hydrostatic Testing
  - Boiler Test Firing
- 

### **Final Phase: 2035**

#### **Completion and Certification**

- Reassembly of Key Components
- FRA Inspections to Place the Locomotive in Service

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

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**Topic:**

Power Supply Increase - PJM Capacity Rate – *Nathan Fridinger, Deputy Director of Electric Operations*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

**Description**

2025708\_Memo\_for\_PJM\_Capacity\_Work\_Session\_FINAL.pdf

Memorandum

July 1, 2025

**To:** Scott Nicewarner, City Administrator  
Nancy Hausrath, Director of Utilities

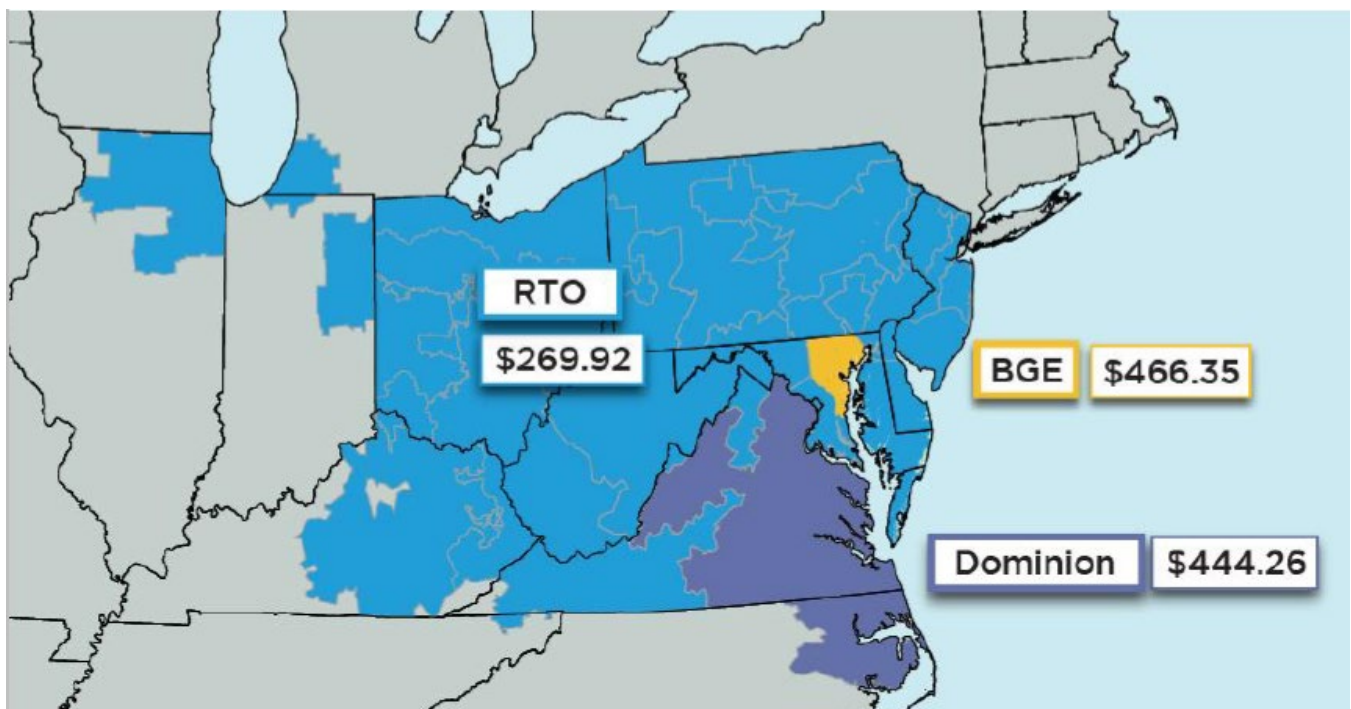
**From:** Nathan Fridinger, Deputy Director of Electric Operations

**Subject:** Power Supply Increase - PJM Capacity Rate

**Action:** July 8, 2025 – Work Session Discussion

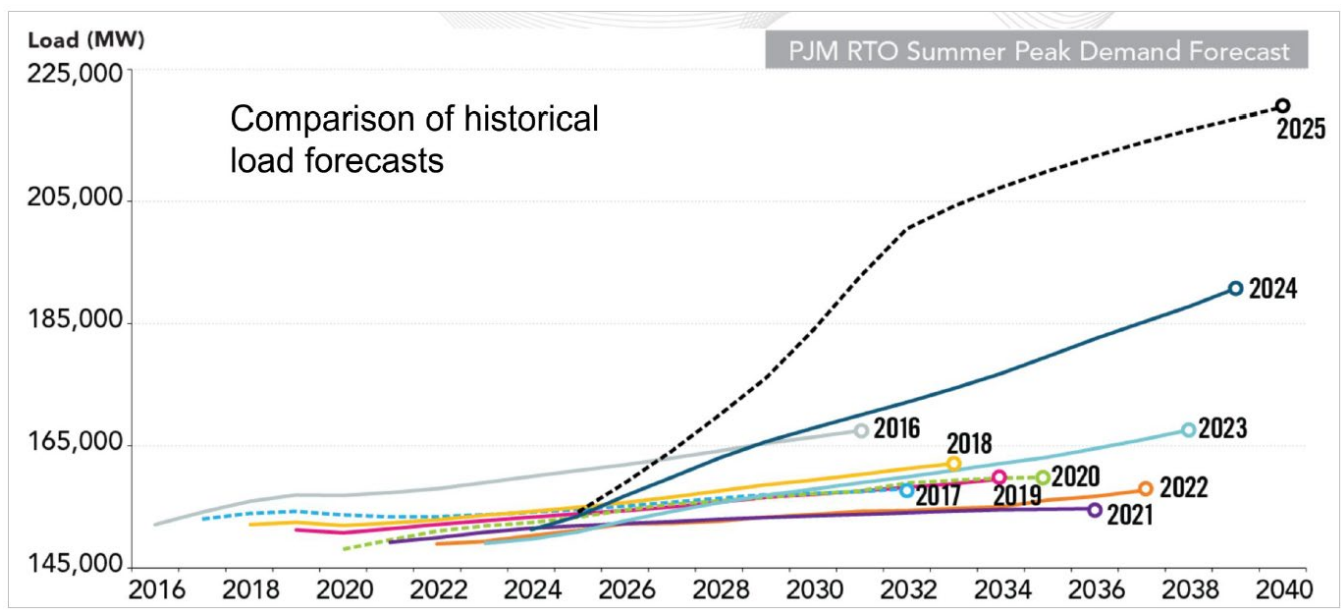
For the 2025/2026 PJM planning year, capacity prices increased from \$2,304.19 per MW-Day to \$16,222.00 per MW-Day beginning June 1, 2025. This is a pass-through charge that will be used to calculate the Purchase Power Cost Adjustment beginning with customer bills rendered on or after August 1, 2025. This increase will affect all customers in the HLD service territory by approximately \$5,080,000.00 annually, or roughly \$0.0164 per kWh based on 310,000,000 kWh of estimated sales. The combined average Operating and Energy Supply rate is expected to increase to \$0.11150 per kWh annually, compared to Potomac Edison at \$0.12488 per kWh<sup>1</sup>.

The cost increase will impact all retail customers in the PJM region, indicated in Figure 1. The funds are used to site and expand electric generating capacity to support the load forecasts indicated in Figure 2.



**Figure 1 – PJM Region**

<sup>1</sup> Potomac Edison Electric Service Tariff, Tenth Revision of Page No. 6, Effective June 1, 2025



**Figure 2 – Electric Capacity Load Forecast**

The drivers behind the increase include:

- A decrease in supply offers in the auction. Generation resources are facing pressure to retire without replacement capacity being built quickly enough to replace them.
- The projected peak load increase for GenAI (Data Centers), electrification, and industrial onshoring.
- FERC-approved market reforms, including improved reliability risk modeling for extreme weather and accreditation that more accurately values each resource's contribution to reliability.

New generation resources cleared PJM's interconnection queue but have not been built because of external challenges, including financing, supply chain, and siting/permitting issues. To facilitate the entry of new generation resources, PJM is implementing its FERC-approved generation interconnection reform, with approximately 72,000 MW of resources expected to be processed in 2024 and 2025.<sup>2</sup>

The Hagerstown Light Department's capacity charges for a delivery year are derived from the previous delivery year's Peak Load Contribution (PLC) during PJM's five coincident peak hours. HLD staff are exploring possibilities for distributed energy resources, like battery energy storage systems, that have the potential to reduce the PLC value by offsetting capacity needs during high demand events on the PJM system. Updates to the capacity market and recommendations for energy cost savings will be provided as information becomes available.

<sup>2</sup> <https://insidelines.pjm.com/pjm-capacity-auction-procures-sufficient-resources-to-meet-rto-reliability-requirement/>



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

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**Topic:**

Subrecipient Grant Agreement Revisions: Main Street Startup Grant – *Chris Siemerling, Economic Development Specialist*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

070825\_WS\_ProjectRestore\_CS.pdf

**Description**

Subrecipient Grant Agreement for Main Street Startup Grant Program.



TO: Scott Nicewarner, City Administrator

FROM: Chris Siemerling, Economic Development Specialist

DATE: July 3, 2025

RE: Approval of a Resolution: Subrecipient Grant Agreement for Main Street Startup Grant Program

---

At the July 8, 2025 Work Session, staff will bring a revised version of the templated Main Street Startup Grant Subrecipient Agreement for consideration by the Mayor and City Council.

The original template was included in various prior award approvals on 11/19/24, 1/28/25, and 4/22/25, and has since been updated to reflect feedback received from the State's Department of Housing and Community Development (DHCD). Key revisions include removing the landlord as a party to the Agreement, clarification on Hold Harmless language, and additional confirmation of property address within the document.

Staff seek approval to move forward with executing the revised subrecipient agreements for all past and future approved applicants and recipients.

Attachments:

1. Required Motion
2. Required Resolution
3. Awardee Subrecipient Agreement Template

c: Main Street Startup Grant Review Committee  
Jill Thompson, Director of Planning & Economic Development

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

**DATE:** July 22, 2025

**TOPIC:** **Approval of a Resolution: Revised Subrecipient Grant Agreements for Main Street Startup Grant Program**

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

**MOTION:**

I hereby move for the Mayor and City Council approval of a Resolution authorizing the execution and delivery of a revised subrecipient grant agreement for the implementation of the Main Street Startup Grant Program to prior and future applicants and recipients, including those identified on the attached Resolution with the award amounts shown.

The subrecipient agreement for each will follow the attached template. Staff are authorized to make edits to the Subrecipient Agreements as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the program. The deadline for each remains 10/15/2025, or the date that all available funds up to the award amount has been disbursed, whichever occurs sooner. Any unused portion of the funding shall remain at the City and will be reallocated to another project or program at that time.

Funding for this program is provided by a Project Restore grant from the Maryland Department of Housing and Community Development (DHCD).

Any prior Subrecipient Grant Agreements signed under the Main Street Startup Grant Program shall be null and void upon execution of the revised Agreements.

DATE OF INTRODUCTION:	07/22/2025
DATE OF PASSAGE:	07/22/2025
EFFECTIVE DATE:	07/22/2025

**CITY OF HAGERSTOWN, MARYLAND**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY  
OF SUBRECIPIENT GRANT AGREEMENTS FOR THE  
SUPPORT OF ELIGIBLE PROGRAMS  
BETWEEN THE CITY OF HAGERSTOWN AND  
VARIOUS NEW AND EXPANDING FOR-PROFIT  
ENTITIES ENUMERATED HEREIN**

**RECITALS**

WHEREAS, Congress in passing the Coronavirus State and Local Fiscal Recovery Fund, (herein called “SLFRF”), a part of the American Rescue Plan Act (“herein called “ARPA”), has placed an emphasis on the prevention, preparation, and response to the COVID-19 pandemic by delivering \$350 billion to State, Local, Territorial and Tribal government to aid in such purposes. SLFRF and ARPA are hereinafter collectively referred to as the Programs; and

WHEREAS, the CITY has received a grant in the amount of \$300,000 from the State of Maryland’s Department of Housing and Community Development, desires to allocate a portion of this funding to the subrecipients in order to help lower the barriers associated with storefront reactivation within the City’s Main Street District of its corporate boundaries; and

WHEREAS, the CITY has allocated these funds to a Main Street Startup Grant Program to attract new and expanding businesses within the City by supporting them with business rental assistance and business improvement costs in order to create jobs, increase economic activity and foot traffic, and bring additional businesses the community **in response to the economic impacts of the COVID-19 pandemic;** and

WHEREAS, each of the PROPERTY OWNERS enumerated below is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, each of the of the PROPERTY OWNERS enumerated below has been identified to receive ARPA funds to support the opening of a new business space within its premises inside the City of Hagerstown (hereinafter referred to as the “Project”), and

WHEREAS, each of the BUSINESSES enumerated below is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, each of the BUSINESSES enumerated below has made a request to the CITY to receive ARPA funds to support the opening business space within the City of Hagerstown (referred to as the “Project”), and

WHEREAS, the Project activities by each of the BUSINESSES enumerated below are consistent with the ARPA eligible expenditure category of “Negative Economic Impacts: Assistance to Small Businesses,” and the Main Street Startup Grant Guidelines and Application Form which are incorporated as part of each Subrecipient Grant Agreement;

WHEREAS, both the PROPERTY OWNER and BUSINESS further agree to develop and retain sufficient documentation, as described herein below, to clearly support the ARPA eligible activity for each instance of assistance provided by the BUSINESS; and

WHEREAS, the following are for-profit BUSINESSES and PROPERTY OWNERS which are eligible for grant funding in the category of “Negative Economic Impacts: Assistance to Small Businesses,” and operate the Projects which shall benefit the citizens of Hagerstown, Maryland:

- (1) Business: The Dog House Cafe, LLC – Up to \$35,946
  - a. Building Owner: JR Investments LLC
- (2) Business: 96 Royal Beans & Cream, LLC – Up to \$50,000
  - a. Building Owner: Ares Investment Group, LLC
- (3) Business: Next Chapter Café & Bookshop – Up to \$50,000
  - a. Building Owner: Noel Realty Holdings, LLC
- (4) Business: Motherland Kitchen, LLC – Up to \$34,329
  - a. Building Owner: BCO Management Company LLC
- (5) Business: Hagerstown Vintage, LLC – Up to \$9,000
  - a. Building Owner: Wareham Building LLC

WHEREAS, each Subrecipient has made a request to the CITY to reallocate existing ARPA award funds so that it may complete its respective Project;

WHEREAS, each Subrecipient further agrees to develop and retain sufficient documentation, to clearly support the ARPA eligible activity for each instance of assistance provided to the Subrecipient; and

WHEREAS, each Subrecipient shall be responsible for operating in the Project(s) in a manner satisfactory to the City and consistent with any standards required as a condition of the allocation of ARPA funds.

WHEREAS, the Grant Agreement funds may be passed through to each Subrecipient, which is a new or expanding business and which is located in Hagerstown, Maryland or in the immediate vicinity and which serves citizens in Hagerstown, Maryland, and which is eligible for SLFRF Grant Funds;

WHEREAS, the City shall pass through the grant funds to Subrecipient (and/or to the Property Owner) subject to the terms and conditions of the City’s receipt of the SLFRF and ARPA and other applicable federal law and regulations; and

WHEREAS, as to each Subrecipient, attached hereto and incorporated herein is a Subrecipient Grant Agreement, as may be amended as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the Programs, between the City and each Subrecipient to pass through funds for Project activities by Subrecipient;

WHEREAS, the execution of the SUBRECIPIENT GRANT AGREEMENTS SHALL supersede and render null and void any prior SUBRECIPIENT GRANT AGREEMENT entered into by these parties and pertaining to the same subject matter; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into each of the aforementioned Subrecipient Grant Agreements, as may be amended as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the Programs.

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

1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the City of Hagerstown be and is hereby authorized to execute the Subrecipient Grant Agreement, as may be amended as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the Programs, with the above-named eligible subrecipients, using the attached template, and City Staff be and are hereby authorized to execute such other and further documents as are necessary to effectuate the same.

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

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY  
OF HAGERSTOWN, MARYLAND

\_\_\_\_\_  
Donna K. Spickler, City Clerk

By: \_\_\_\_\_  
William B. McIntire, Mayor

Date of Introduction: July 22, 2025  
Date of Passage: July 22, 2025  
Effective Date: July 22, 2025

PREPARED BY:  
SALVATORE & MORTON, LLC  
CITY ATTORNEYS

**[REDACTED], SUBRECIPIENT 1, AND  
SUBRECIPIENT 2**

This Agreement is entered into as of this [REDACTED] day of [REDACTED], 2025 by and between the ~~DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT acting by and through the~~ CITY OF HAGERSTOWN, a body corporate and political subdivision of the State of Maryland, (herein called the "CITY"), and [REDACTED] **[NAME OF PROPERTY OWNER]**, ("herein called "SUBRECIPIENT-1" or "~~PROPERTY OWNER~~") and **[NAME OF BUSINESS]**, ("~~herein called the "SUBRECIPIENT-2" or "SUBGRANTEE". BUSINESS~~"). ~~SUBRECIPIENT-1 and SUBRECIPIENT-2 are sometimes hereinafter referred to collectively as the "SUBRICIPIENTS" or the "SUB-GRANTEES."~~ The ~~SURECIPIENTS~~ **SURECIPIENTS** and the CITY are sometimes hereinafter referred to collectively as the "PARTIES."

WHEREAS, the CITY has received a grant in the amount of \$300,000 from the State of Maryland's Department of Housing and Community Development, desires to allocate a portion of this funding to the ~~subrecipients~~~~subrecipients~~ in order to help lower the barriers associated with storefront reactivation within the City's Main Street District of its corporate boundaries; and

WHEREAS, the CITY has allocated these funds to a Main Street Startup Grant Program to attract new and expanding businesses within the City by supporting them with business rental assistance and business improvement costs in order to create jobs, increase economic activity and foot traffic, and bring additional businesses the community **in response to the economic impacts of the COVID-19 pandemic**; and

WHEREAS, Congress in passing the Coronavirus State and Local Fiscal Recovery Fund, (herein called “SLFRF”), a part of the American Rescue Plan Act (“herein called “ARPA”), has placed an emphasis on the prevention, preparation, and response to the COVID-19 pandemic by delivering \$350 billion to State, Local, Territorial and Tribal government to aid in such purposes; and

WHEREAS, the ~~BUSINESSPROPERTY OWNER~~ is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; ~~and~~

WHEREAS, the BUSINESS owns vacant property or intends PROPERTY OWNER has been identified as a subrecipient to operate a receive ARPA funds to support the opening of a new business at a vacant property locatedspace within its premises inside the City limits at [REDACTED] of Hagerstown, (hereinafter referred to as the “Project”), and

~~WHEREAS, the BUSINESS is a private, for profit individual or corporation incorporated in the State of Maryland; and presently in good standing; and~~

WHEREAS, the BUSINESS has made a request to the CITY to receive ARPA funds to support the opening business space within the City of Hagerstown (referred to as the “Project”), and

WHEREAS, the project activities by the BUSINESS are consistent with the ARPA eligible expenditure category of “Negative Economic Impacts: Assistance to Small Businesses,” and the Main Street Startup Grant Guidelines and Application Form which are incorporated as part of this agreement as Exhibit A need to attach;

WHEREAS, ~~both the PROPERTY OWNER and~~ BUSINESS further ~~agrees~~agree to develop and retain sufficient documentation, as described herein below, to clearly support the ARPA eligible activity for each instance of assistance provided by the BUSINESS; and

WHEREAS, the parties hereto have duly executed this SUBRECIPIENT AGREEMENT for the expenditure of ARPA funds; ~~and-~~

WHEREAS, the execution of this SUBRECIPIENT GRANT AGREEMENT SHALL supersede and render null and void any prior SUBRECIPIENT GRANT AGREEMENT entered into by these parties and pertaining to the same subject matter.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. GRANT APPROVAL

The BUSINESS has been approved for a grant as outlined in Exhibit B, attached hereto and incorporated herein, which includes the Grant Amount, the Minimum Required Match, and Performance Deadlines.

2. SCOPE OF SERVICE

The ~~Subrecipient~~~~Subrecipients~~ shall be responsible for execution of the Project in a manner satisfactory to the City and consistent with any standards required as a condition of the allocation of ARPA funds. Such Project shall include the following activities or expenses eligible under the program:

- A. Business Rental Assistance paid directly to ~~at~~the Property Owner within the City Limits of Hagerstown, Maryland, with a commitment from the business to occupy the space for a minimum of one (1) year.
- B. Small Business Improvements used for the renovation/fit-out of an eligible space, the purchase of furniture, fixtures, and equipment, and business marketing/promotion services.

3. BUDGET

The City shall disburse the ~~Subrecipient or directly to the Property Owner~~~~PROPERTY OWNER~~ its allowable costs for the services identified in this Agreement, not to exceed six months of eligible business rental expenses identified in the lease agreement, in ARPA funds as approved by the City.

The City shall reimburse the BUSINESS its allowable costs for the services identified in this Agreement not to exceed the Grant Amount identified in Exhibit B in ARPA funds for eligible incurred costs upon presentation of properly executed reimbursement forms or receipts as approved by the City.



Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those identified in the approved Scope of Service. Unless any or all such costs are disallowed by the City or the U.S. Department of the Treasury.

Any reimbursement made under this Agreement must comply with the applicable requirements or 24 CFR Part 85.

The City may require a more detailed budget breakdown, and the ~~Subrecipient~~~~Subrecipients~~ shall provide such supplementary budget information and payment or purchase records in a timely fashion in the form and content prescribed by the City. Any amendments to this Agreement's Budget must first be determined by the City as consistent with its ARPA contract and then approved in writing by the City.

4. PAYMENT

It is expressly understood that the total amount to be paid by the CITY under this Agreement shall not exceed the Grant Amount identified in Exhibit B. **Expenses for general administration and operations or façade and signage shall not be paid under this Agreement.** Claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this Agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available. **No disbursement will be paid if the City finds that the request is, in any way, non-compliant with all award conditions, allowable use of funds, reporting, City and Federal procurement policies, and all other requirements outlined in this agreement.**

Reimbursement requests must be submitted to Chris Siemerling, Economic Development Specialist, Department of Community and Economic Development, 14 N. Potomac Street, Suite 200A, Hagerstown, Maryland, 21740, [csiemerling@hagerstownmd.org](mailto:csiemerling@hagerstownmd.org). Payments shall be made within the City's standard payment processing timeframes after staff's determination that receipts provided are complete and payment is warranted under the terms of this Agreement.

5. PERFORMANCE MONITORING

The City will monitor the performance of the ~~Subrecipient~~~~Subrecipients~~ by tracking project progress, reviewing payment requests for applicable costs, overseeing compliance with ARPA requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the City will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by the ~~Subrecipient~~~~Subrecipients~~ within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individual in the capacities indicated below, unless otherwise modified by subsequent written notice. Communications and details concerning this Agreement shall be directed to the following contract representatives:

CITY OF HAGERSTOWN

SUBRECIPIENT/BUSINESS-1  
PROPERTY OWNER

Christopher Siemerling  
Economic Development Specialist  
**City of Hagerstown**

\_\_\_\_\_  
Title -  
**BUSINESS/NAME OF PROPERTY**  
**OWNER**

14 N. Potomac Street, Suite 200A  
Address

\_\_\_\_\_  
Address

Hagerstown, Maryland 21740  
City, State and Zip

\_\_\_\_\_  
City, State and Zip

Telephone: 301-739-8577 ext. 822

Telephone: \_\_\_\_\_

Email: [csiemerling@hagerstownmd.org](mailto:csiemerling@hagerstownmd.org)

Email: \_\_\_\_\_

SUBRECIPIENT 2  
BUSINESS OWNER

\_\_\_\_\_  
\_\_\_\_\_  
Title -  
**NAME OF BUSINESS**

\_\_\_\_\_  
\_\_\_\_\_  
Address

\_\_\_\_\_  
\_\_\_\_\_  
City, State and Zip

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

7. GENERAL CONDITIONS

A. General Compliance

The ~~Subrecipient agrees~~ ~~Subrecipients agree~~ to comply with the requirements of Title 2 of the Code of Federal regulations, Part 200 (the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subpart D of these regulations.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SubrecipientSubrecipients will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SubrecipientSubrecipients are an independent contractor.

C. Hold Harmless

The SubrecipientSubrecipients will hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient'sSubrecipients' performance or nonperformance of the services or subject matter called for in this Agreement.

"Sub-granteegrantees shall further indemnify and hold harmless, the Department of Housing and Community Development, a principal department of the State (the "**Department**"), its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Sub-grantee (or its officers, agents, employees, successors or assigns) of any of CITY OF HAGERSTOWN'S PROPERTY OWNER'S OR BUSINESS'S rights or obligations under this Agreement. \_."

D. Workers' Compensation

The SubrecipientSubrecipients shall provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The SubrecipientSubrecipients shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. Subrecipient shall provide a valid Certificate of Insurance which will be attached to this Agreement upon signature as Exhibit C, attached hereto and incorporated herein.

F. Funding Source Recognition

The SubrecipientSubrecipients shall insure recognition of the roles of the City in providing services through this Agreement. All improvements facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The City or SubrecipientSubrecipients may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Except as set forth in any duly executed amendment, such amendments will

not invalidate this Agreement, nor relieve or release the City or ~~Subrecipient~~~~Subrecipients~~ from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amount, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and ~~Subrecipient~~~~Subrecipients~~.

H. Suspension or Termination

In accordance with 2 CFR 200.341, the City may suspend or terminate this Agreement if ~~one or both of the~~ ~~Subrecipient~~~~Subrecipients~~ materially ~~fails~~~~fail~~ to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and U.S. Department of the Treasury guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the ~~Subrecipient~~~~Subrecipients~~ to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Failure to maintain current entity registration and Unique Entity ID in SAM.gov.

In accordance with 2 CFR 200.341, this Agreement may also be terminated for convenience by either the City or the ~~Subrecipient~~~~Subrecipients~~, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The ~~Subrecipient agrees~~~~Subrecipients agree~~ to comply with 2 CFR 200, including Subpart F regarding audit requirements pursuant to the Single Audit Act, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The ~~Subrecipient~~~~Subrecipients~~ will administer its program in conformance with Uniform Guidance Procurement Standards, 2 CFR 200, as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

## B. Documentation and Record Keeping

### 1. Records to Be Maintained

The ~~Subrecipient~~~~Subrecipients~~ shall maintain all records required by the Federal regulations specified in 2 CFR 200.334 that are pertinent to the activities to be funded under this Agreement. Such records will include but not be limited to:

- a. Records providing a full description of the project budget and expenditures for eligible activities;
- b. Records demonstrating that each activity undertaken is in response to the COVID-19 public health emergency or its economic impacts;
- c. Records required to determine the eligibility of activities;
- d. Records documenting compliance with Executive Order 13985 regarding Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, Coordination of Non-Discrimination in Federally Assisted Programs, 28 CFR Part 42 and all other laws and regulations relating to nondiscriminatory use of Federal Funds. Those requirements include ensuring that entities receiving Federal financial assistance do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age or sex (including sexual orientation and gender identity);
- e. Financial records as required by 2 CFR 200.500-200.507.

### 2. Access to Records and Retention

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the ~~Subrecipient~~~~Subrecipients~~ for a period of three years. The retention period begins on the date of the submission of the City's first quarterly report to the Department of the Treasury in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the three-year period, whichever occurs later.

### 3. Data

The ~~Subrecipient~~~~Subrecipients~~ shall maintain records of ARPA-eligible activities and expenditures, which shall also be made available to City monitors or their designees, U.S. Department of the Treasury, or other authorized representatives for review upon request.

### 4. Disclosure

The ~~Subrecipient understands~~~~Subrecipients understand~~ that, subject to the Maryland Public Information Act, client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or ~~Subrecipient's~~~~Subrecipients'~~ responsibilities with respect

to services provided under this Agreement, is prohibited by **State or Federal law** unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipient's~~Subrecipients'~~ obligation to the City shall not end until all closeout requirements are completed. Activities during the closeout period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient ~~has~~Subrecipients have control over ARPA funds, including program income.

6. Audits and Inspections

If the Subrecipient~~Subrecipients~~ expends \$750,000 or more in a year in Federal awards, the Subrecipient~~Subrecipients~~ shall have a single or program-specific audit conducted for that year in accordance with the requirements as set forth in 2 CFR Part 200.501 and 2 CFR Part 200.507. Subrecipient~~Subrecipients~~ must send a copy of the final report to the City within either 30 days of the report's issuance or nine months after the end of the audit period based on whichever event occurs first. The City also reserves the right to engage an auditor to perform 2 CFR Part 200.501 audits on the Subrecipient.

Furthermore, the City must approve any independent auditor engaged to assure that the auditor is qualified and meets Government Accounting Office Standards and evaluate the scope of the audit to ensure compliance with 2 CFR Part 200 requirements. This grant is made pursuant to and is identified as follows:

- a. Federal Grant Title: Coronavirus State and Local Fiscal Recovery Fund
- b. Catalog of Federal Domestic Assistance Number (CFDA): 21.027
- c. Federal and/or State Identification Numbers: B-18-MC-24-0012

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, U.S. Department of the Treasury, and duly authorized officials of the State and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient.

Failure of the Subrecipient~~Subrecipients~~ to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

C. Reporting

1. Progress Reports

At such times and in such forms as the Department of the Treasury or the City may require, there shall be furnished to or the City such statements, records, reports, data and

information as the Treasury or the City may request pertaining to matters covered by this Agreement. Specifically, the City shall require Subrecipient to submit quarterly reports which shall include a brief project progress summary, as applicable.

Said quarterly reports shall be submitted in a timely fashion to the Economic Development Specialist within 7 calendar days (or the first business day after the 7<sup>th</sup> day) after the end of each calendar quarter) and subject to the approval of the City prior to disbursement of SubrecipientSubrecipients as set forth hereinabove. The City and SubrecipientSubrecipients reserve the mutual right to publish and/or make public, with the consent of both parties, the reports or other results of services under this Agreement, but without disclosing the names or other identifying information of the Clients served. Quarterly reports shall be submitted in accordance with the following reporting schedule:

<u>Quarter End Date</u>	<u>Subrecipient Due Date</u>
XX/XX/XXXX	XX/XX/XXXX
XX/XX/XXXX	XX/XX/XXXX

ALL GRANT FUND MUST BE EXPENDED ON OR BEFORE DECEMBER 31, 2025.



## 9. PERSONNEL AND PARTICIPANT CONDITIONS

### A. Federal Compliance

The ~~Subrecipient~~~~Subrecipients agree~~ 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. 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 290 ee-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) DocuSign Envelope ID: CBAFC48B-BBA2-4D17-AC68-B5BD27F9A377 Page 5 of 7 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. 276c), 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).

## 10. CONDUCT

### A. Assignability

The ~~Subrecipient~~~~Subrecipients~~ will not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for

money due or to become due to the ~~Subrecipient~~~~Subrecipients~~ from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the City.

**B. Conflict of Interest**

No member of the City's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the Program, will have any personal financial interest, direct or indirect, in this agreement; and the ~~Subrecipient~~~~Subrecipients~~ will take appropriate steps to assure compliance.

The ~~Subrecipient agrees~~~~Subrecipients agree~~ to abide by the provisions of 24 CFR 84.42 and 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The ~~Subrecipient~~~~Subrecipients~~ covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The ~~Subrecipient~~~~Subrecipients~~ further covenants that in the performance of this Agreement, no person having such interest will be employed.

**C. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - a. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.
  - b. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

**D. Copyright**

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

**E. Religious Activities**

The Subrecipient ~~agrees~~~~Subrecipients agree~~ that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

#### 11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

#### 12. PERFORMANCE WAIVER

The City's failure to act with respect to a breach by the Subrecipient~~Subrecipients~~ does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

#### 13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Subrecipient~~Subrecipients~~ for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the CITY and the ~~SUBRECIPIENT SUBRECIPIENTS~~ have executed this agreement as of the date and year last written below.

~~DEPARTMENT OF COMMUNITY  
AND ECONOMIC DEVELOPMENT~~

~~BY AND THROUGH~~

THE MAYOR AND CITY COUNCIL OF  
HAGERSTOWN

~~PROPERTY OWNER~~

~~BUSINESS OWNER/SUBRECIPIENT~~ **4**

By: Christopher Siemerling

By: \_\_\_\_\_

Title: Economic Development Specialist

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**[SUBRECIPIENT 2]**

~~BUSINESS~~

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**GRANT PROGRAM GUIDELINES & APPLICATION FORM**



## **Main Street Startup Grant Guidelines**

The City of Hagerstown has developed an incentive program to revitalize vacant storefronts within the designated Main Street District, which is part of the City's Sustainable Communities Area, and lower the barriers that may prevent entrepreneurs from opening a small business to increase their chances of success in the early stages of operation.

### **Guidelines:**

- Grants shall be awarded under the Main Street Startup Grant Program up to maximum of \$50,000, with no minimum amount required. A cross-department Review Committee will use the following criteria in determining grant eligibility:
  - Applicant/Project Need,
  - Viability of Business Plan/Business Experience & Capacity,
  - Economic Impact of the Project,
  - Proximity to Public Square,
  - Renovation Budget,
  - Square Feet Being Leased,
  - Length of Prior Vacancy.
- The program will consist of two main components that can be combined – Business Rental Assistance and Small Business Improvements.
- Business Rental Assistance will provide up to six (6) months of business rental expenses paid directly to the landlord with a commitment from the business to occupy the space for a minimum of one (1) year.
- Small Business Improvements will require a 1:1 match from the applicant completing the project. Example: A \$10,000 grant would require a match of at least \$10,000 for a total project cost of \$20,000.
- Funds may be used for the renovation/fit-out of an eligible space, the purchase of furniture, fixtures, and equipment, and business marketing/promotion services.
- Applicants must be the party responsible for the costs of the improvements.
- Applicants may apply for up to \$50,000 per business. A building may be eligible for more than one grant if the building contains multiple vacant commercial spaces, each to be occupied by separate businesses. No more than three (3) storefronts will be eligible within a single building.

- A project may be defined as “in planning”. In-progress or completed projects are ineligible. Project must start within 3 months of approval, and lease must not be signed prior to 9/1/2024.
- Property location/project must be located within the designated Main Street area of the City of Hagerstown.
- Timeline must show completion of project, as described by the applicant in the Application and Development Plan, no later than 10/15/2025.
- Applicants may apply and utilize other grant and incentive programs, such as Invest Hagerstown, but must provide unique expenses/receipts for each program used.
- All upgrades must be performed to City Code and will be regulated through the City’s Planning and Code Administration Department.
- All projects shall comply with Federal, State and Local codes, laws and ordinances.

Eligible Applicants:

- Retail/Restaurant-based businesses such as Specialty/Unique Retail, Apparel Store, Entertainment or Experience related business, Food and Beverage Establishment, Bookstore, Boutique, etc.
- New and existing business owners seeking to open or expand their businesses into currently vacant storefronts within the City’s Sustainable Communities Area.
- Eligible spaces are defined as currently vacant commercial tenant spaces, or a space where a property owner has received a notice to vacate.
- A signed letter of intent or draft/signed lease is a required attachment. Applicant must demonstrate they are responsible for the expense of the scope of work proposed.

Ineligible Applicants:

- Non-vacant storefronts
- Non-profit businesses or organizations
- Office Based Businesses or Personal Care Service Businesses (e.g. salons, barbershops, massage)
- Façade & signage improvements, except the replacement of exterior storefront doors and windows, are ineligible for funding and/or match requirements.
- Grants will not be provided for properties containing certain types of businesses, including: pawn shops, gun shops, massage parlors, adult video/book shop, adult entertainment facilities, tanning salons, check-cashing facilities, gambling facilities, tattoo parlors, liquor stores.
- Individuals, businesses, and properties not in Good Standing with the City of Hagerstown or State of Maryland will not be considered.

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Application Process and Requirements:

1. Complete the Main Street Startup Grant Application and provide all required attachments.
2. Return completed application and required attachments via email to [dcled@hagerstownmd.org](mailto:dcled@hagerstownmd.org), or in person/mail to 14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740.
3. All applications and supporting documents must be submitted for consideration no later than 9/1/2025.
4. All grants are subject to funding availability.
5. All applications shall be reviewed by a cross-department review committee on a first-come, first-served basis. Each application requires approval of a resolution by the Mayor and City Council.
6. The Review Committee will review the application and supporting documents to determine the eligibility and level of funding that may/may not be awarded.
7. Approved applicants will receive a Subrecipient Agreement, Rental Assistance Form, and Letter of Commitment from the City of Hagerstown which may be used to assist in financing the project. A copy of the templated Subrecipient Agreement is attached. Applicants will have seven (7) calendar days from the Mayor and City Council approval of the Resolution to sign this agreement, or the City may forfeit the approval.
8. Grants will be paid following the completion of an approved project and submission of final receipts for the approved scope of work/intended purchases.
9. 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.
10. Once a project is approved, any changes in the scope or timeline will require the project to be resubmitted for determination of continued eligibility.
11. A signed lease showing a minimum duration of one (1) year or longer.
12. Additional project information may be requested at any time during the process.

Please direct questions to:

**Department of Community & Economic Development**

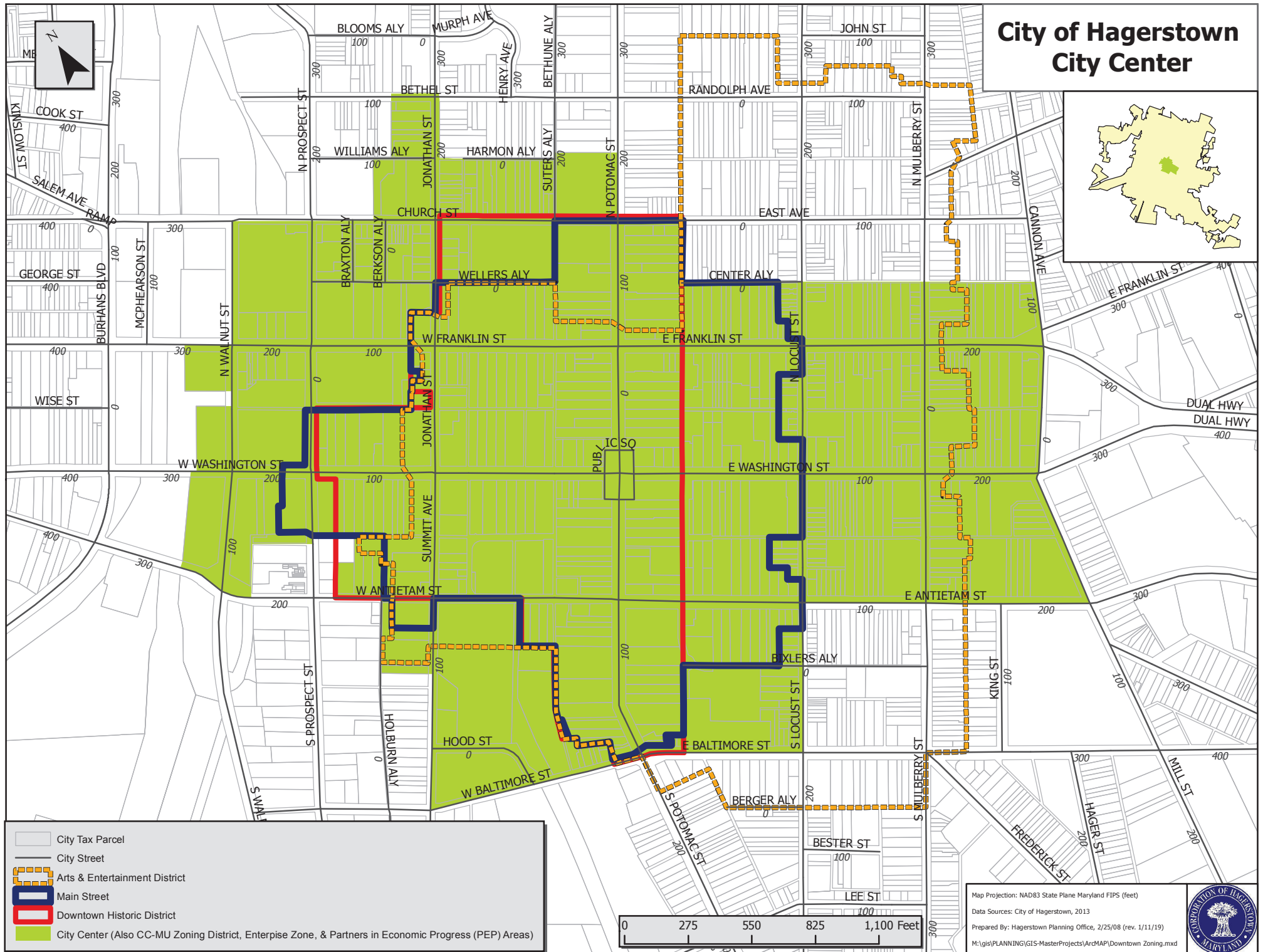
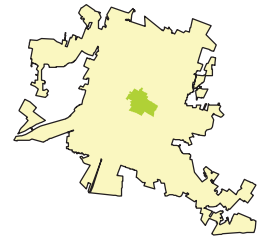
City of Hagerstown

14 N. Potomac, Suite 200A, Hagerstown, MD 21740

Phone: 301-739-8577 ext 111 Email: [dcled@hagerstownmd.org](mailto:dcled@hagerstownmd.org)



# City of Hagerstown City Center





## MAIN STREET STARTUP GRANT Application Form

### Property Information

Property Address: \_\_\_\_\_, Hagerstown, MD Zip: \_\_\_\_\_

### Applicant Information:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Website: \_\_\_\_\_

Are you a For-Profit Business? (Yes / No)

Have You Received Project Restore Funds In The Past? (Yes / No)

### Project Information

Expected Start Date: \_\_\_\_\_

Expected Completion Date: \_\_\_\_\_

Total Project Cost: \$ \_\_\_\_\_

Grant Request Amount (Max \$50,000): \$ \_\_\_\_\_

Project Square Feet: \_\_\_\_\_ sqft

Has the property been vacant, and if so, for how long? (Yes / No)

Vacant Since \_\_\_\_\_ (month/year)

### Terms of Lease:

Lease Start Date: \_\_\_\_\_ Number of years: \_\_\_\_\_

How many new jobs will be created within 2 years of the project's completion? \_\_\_\_\_ new jobs

Proposed Project Expenses

		Sources of Funds (1:1 Match)	
Item	Total	Business Owner	Grant Funding
Electrical Upgrades			
Plumbing Upgrades			
Bathroom Upgrades			
HVAC Upgrades			
Accessibility Upgrades			
Marketing			
Business Rent			
Other			
GRAND TOTAL			

---

## Required Attachments:

### ALL APPLICANTS:

- ☐ Narrative Description of Project (Development Plan) to Include:
  - Description of the Project including renovations, improvements, and upgrades to existing facilities;
  - Description of planned occupancy; and
  - Description of the anticipated economic impact of the project on the immediate commercial area/neighborhood
  - Information on the team completing the project, including:
    - Business Owner(s)
    - Property Owner(s)
    - Architects
    - Contractors
- ☐ Business Plan
- ☐ Project Timeline
- ☐ Project budget and contractor cost estimates itemizing the scope of work for the project
- ☐ If the applicant 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.
- ☐ Financing plan showing proposed funding sources and any other incentives or grants being used (bank statement, confirmed loan letter, award letters, etc.)
- ☐ Photo(s) including 1 front, street view of the property
- ☐ Design Plans/Floor Plans
- ☐ Completed Vendor Forms
- ☐ Signed Letter of Intent, copy of a draft or executed lease showing a minimum duration of one (1) year. If a draft lease is submitted, a final executed lease reflecting the same terms and conditions will be required prior to finalization of the incentive.

### Applicant Signature:

*By signing below, I certify that the information above is true and correct, I agree to comply with the program requirements and eligibility as described in the Main Street Startup Grant Guidelines. I further acknowledge that I have read, understand, and accept the terms and conditions of the program's Subrecipient Agreement. I understand that if my application is approved, failure to comply will result in termination of the Letter of Commitment and forfeiture of grant funds committed.*

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Applicant's Signature

---

Date

### Return to:

City of Hagerstown  
Department of Community & Economic Development  
14 N. Potomac, Suite 200A, Hagerstown, MD 21740  
Phone: 301-739-8577 ext 111 Email: [dcled@hagerstownmd.org](mailto:dcled@hagerstownmd.org)

**EXHIBIT B**  
**GRANT APPROVAL**

## Main Street Startup Grant Program

### Exhibit B Grant Approval

Name  
Company  
Address  
Hagerstown, MD 21740  
email  
phone

#### Grant Approval

**Company**

**Property Address: Address**

**Grant Amount: Up to \$add**

**Rental Assistance Grant Component: \$add**

**Business Improvement Grant Component: \$add**

**Minimum Required Match: Up to \$add**

**Total Business Improvement Grant and Minimum Required Match: Up to \$add**  
(Submitted receipts must total at least this amount.)

**Total Project Costs: \$add**

**Approval Date: Effective Upon Final Signatures of the Subrecipient Agreement**

**Approval Status: [ X ] Planned**

**Receipt Date: Date on each receipt must be on or after: Effective Upon Final Signatures of the Subrecipient Agreement**

**Project must start: Within 3 Months From Final Signatures of the Subrecipient Agreement**

**Completion Deadline Date/Receipt Submission Deadline Date: 10/15/2025**

All policies and guidelines of the grant program apply, and they include the following:

1. Applicant must complete project consistent with the attached application and approved project expenses.
2. The applicant must complete the Scope of Work identified in the application and may change contractors/vendors for the same scope of work. Any change in Scope of Work requires review and approval by the Review Committee.
3. The City of Hagerstown will issue a 1099 form following grant disbursement, and the grant may be taxable.
4. Receipts must be for eligible projects costs for work listed and must equal or exceed the "Total Grant and Minimum Required Match" amount shown above. The City reserves the right to request additional receipts matching Total Project Costs.
5. A project will have an Approval Status of "Planned". The date on all receipts submitted must be after the "Receipt Date" shown above.
6. The applicant shall purchase the product or services, then submit the paid receipts once the project is completed.
7. All work and all inspections for the full scope of work for the project must be completed by the "Completion Deadline Date/Receipt Submission Deadline Date."
8. All receipts must be submitted by the "Completion Deadline Date/Receipt Submission Deadline Date."
9. Funds will only be disbursed after staff have verified that all work of the application and approved project expenses is completed to the City's satisfaction including all required

inspection approvals and that the receipts requirement has been met.

10. The applicant must remain in good standing with the City of Hagerstown and the State of Maryland.
11. All work for the project must be performed by licensed, permitted contractors and must comply with local, state, and federal codes and ordinances. All code upgrades must be performed to City Code.
12. The City has the right to terminate the grant commitment and reallocate the funds if the project does not start by the "Project must Start by" date.
13. The City has the right to terminate the grant commitment and reallocate the funds if the project is not completed by the "Completion Deadline Date" shown above.



# Vendor Application

Phone 301-739-8577 Fax 301-733-1205

Date: \_\_\_\_\_

## Vendor Information

Employer Identification #/SSN# \_\_\_\_\_ Contractor's License #: \_\_\_\_\_

Individual Taxpayer Identification Number (ITIN) \_\_\_\_\_  
(only if you are a Permanent Resident Alien without a Social Security Account No.)

Individual or Company Name: \_\_\_\_\_

Legal Name: \_\_\_\_\_  
(If different from above Individual/Company Name)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Web Address: \_\_\_\_\_

Remit to Address: \_\_\_\_\_

Terms: \_\_\_\_\_

## Legal Structure

☐ Sole Proprietor Independent ☐ Incorporated ☐ Limited Liability Company/  
Partnership ☐ Non-Profit ☐ Other \_\_\_\_\_

Are you or have you been an employee of the City of Hagerstown? ☐ Yes ☐ No

## References-Provide References of Companies to Whom You Have Supplied Your Goods and/or Services

Company Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Location: \_\_\_\_\_ Value \$: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Location: \_\_\_\_\_ Value \$: \_\_\_\_\_

☐

Minority Business Enterprise? (If so, please indicate the applicable criteria for your certification as such.)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Alaskan/Aleut Female   | <input type="checkbox"/> Black Male         | <input type="checkbox"/> Hispanic Female     |
| <input type="checkbox"/> Alaskan/Aleut Male     | <input type="checkbox"/> Disabled Female    | <input type="checkbox"/> Hispanic Male       |
| <input type="checkbox"/> American Indian Female | <input type="checkbox"/> Disabled Male      | <input type="checkbox"/> Near Eastern Female |
| <input type="checkbox"/> American Indian Male   | <input type="checkbox"/> Far Eastern Female | <input type="checkbox"/> Near Eastern Male   |
| <input type="checkbox"/> Black Female           | <input type="checkbox"/> Far Eastern Male   | <input type="checkbox"/> White Female        |

\*\*

Informational purposes only

## For Purchasing & Materials Management Division Use Only

Date Received	Date Entered	Entered by	Vendor Number
---------------	--------------	------------	---------------



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

WORKERS' COMPENSATION COMMISSION

SOLE PROPRIETOR'S STATUS AS A COVERED EMPLOYEE FORM

I hereby represent to the Maryland Workers' Compensation Commission, that I am a sole proprietor doing business in and about the State of Maryland, and that on the date set forth below my signature and under the penalty of perjury, the following checked box represents my status as a covered employee.

Check all that apply:

☐ I have elected to become a covered employee under Section § 9-227 of the Labor and Employment Article, and have submitted the requisite Inclusion form (IC-15R) with the Workers' Compensation Commission.

☐ I have not elected to become a covered employee under Section § 9-227 of the Labor and Employment Article.

☐ I HAVE NO EMPLOYEES.  
I understand that if I were to hire an employee(s), I must obtain workers compensation insurance for the employee(s).

Name of Sole Proprietor: \_\_\_\_\_

Social Security Number or Federal  
Employer Identification Number (FEIN) \_\_\_\_\_

Address: \_\_\_\_\_  
Street  
\_\_\_\_\_  
City State ZIP Code

I AFFIRM UNDER THE PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE  
TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF FOR THE FOLLOWING PERIOD:

THROUGH \_\_\_\_\_ .

(Effective date)

(Expiration date)

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Note:** No investigation or hearing was conducted by the Workers' Compensation Commission to verify this representation, but as it was made under the penalty of perjury, it is accepted as being true and correct on the date set forth below. This representation is not binding on the Workers' Compensation Commission under any circumstance. A copy of this form must be filed with the Commission.

10 East Baltimore Street · Baltimore, Maryland 21202-1641  
410-864-5100 · Email: [info@wcc.state.md.us](mailto:info@wcc.state.md.us) · Web: <http://www.wcc.state.md.us>

**EXHIBIT C**  
**CERTIFICATE OF INSURANCE**