

Regular Session (27th Voting Session)
Mayor and City Council
November 25, 2025
Agenda

7:00 PM - November 25, 2025 - REGULAR SESSION -*Council Chambers, 2nd floor, City Hall*

I. CALL TO ORDER

Mayor William B. McIntire

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. A. Rules of Procedure – Effective November 18, 2025
- B. Use of cell phones during meetings is restricted.
- C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
- D. Meeting Schedule:
 - 1. Tuesday, December 2, 2025 – Work Session at 4:00 p.m.
 - 2. Tuesday, December 9, 2025 - Work Session at 4:00 p.m.
 - 3. Tuesday, December 16, 2025 – Regular Session at 7:00 p.m.
 - 4. Tuesday, December 23, 2025 – No Meeting Scheduled
 - 5. Tuesday, December 30, 2025 – No Meeting Scheduled

V. AGENDA ITEM CITIZEN COMMENTS

**AGENDA ITEM CITIZEN COMMENTS HAS BEEN REVISED TO
CITIZEN COMMENTS**

Thirty minutes (30) are allotted for Citizen Comments for items germane to City of Hagerstown business.

Anyone wishing to speak during a Regular Session must pre-register using the form found on the City's website: www.hagerstownmd.org no later than twenty-four (24) hours prior to the scheduled start of the meeting. Failing to pre-register accurately may result in a speaker not being permitted to speak. Speakers will be called in the order they pre-registered. Each speaker will be permitted to speak for three (3) minutes.

VI. MINUTES

October 7, 2025, October 21, 2025, and October 28, 2025

VII. CONSENT

B. Technology and Support Services

- 1. Annual Software Licensing for Arctic Wolf Endpoint Security Detection Software - Winslow Technology Group (Waltham, MA) \$160,447.54

C. Engineering

1. Refurbish Police Athletic League (PAL) Building Exterior - INL Construction, LLC (Oxon Hill, MD) \$ 72,374.34
2. Architectural Design of Renovations and Improvements to the Fourth Floor of City Hall - Newcomer Associates (Chambersburg, PA) \$ 46,500.00
3. Sidewalk Accessibility Ramps for FY26 - Change Order to Previously Awarded Contract - JT Rock Excavating, LLC (Mt. Airy, MD) Not to Exceed \$ 125,000.00

D. Police

1. Ballistic Vests - Angel Armor (Fort Collins, CO) \$ 15,793.30

E. Public Works

1. Replace Hydraulic Systems on Truck #12 and Truck #305 for Snow Operations - Stephenson Equipment, Inc. (Harrisburg, PA) \$ 19,826.00
2. Potterfield Pool Management Services - YMCA of Hagerstown, Maryland, Inc. (Hagerstown, MD) \$ 198,601.78
3. Tank Wagon Deliveries - AC&T (Hagerstown, MD):
Bulk Unleaded 87 Octane Gasoline and Bulk No. 2 Diesel Ultra Low Sulfur - Tank Wagon Deliveries - (based on the OPIS price of 9/22/2025) \$ 0.25/unit - Total Cost \$ 695,200.00
4. Transport Deliveries - Petroleum Traders Corporation (Fort Wayne, IN):
Bulk Unleaded 87 Octane Gasoline - (-\$0.1268 based on OPIS price of 9/22/2025) average -\$ 0.10
Bulk No. 2 Diesel Ultra Low Sulfur - (\$0.0266 based on OPIS price of 9/22/2025) average \$ 0.03
Total cost \$ 695,200.00

F. Utilities

1. Light - Distribution Line Transformers -- United Utility Supply (Chambersburg, PA) \$44,376.00
2. Light - Consulting Services - FY26 Blanket Contract Increase -- GDS Associates, Inc. (Marietta, GA) \$150,000.00
3. Water: Annual Contract Renewal for Generator Preventive Maintenance – Fidelity Power Systems (Sparks, MD) \$15,732.00
4. Wastewater: Butterfly Actuated Valves for the PSA Oxygen Skid – Yeager Supply (Reading, PA) \$21,216.88
5. Wastewater: Replace Oil Cooler on ZA5 Oxygen Compressor – Atlas Copco (Rock Hill, SC) \$13,206.08
6. Wastewater: SCADA IFIX Software Upgrade – Automatech, Inc., (Plymouth, MA) \$34,744.48

VIII. UNFINISHED BUSINESS

- A. Removal from the Table: Approval of an Ordinance: Authorizing the Purchase of an Easement Over a Portion of Real Property Located on Mt. Aetna Road, Hagerstown Maryland - Parcel 973
- B. Approval of an Ordinance: Authorizing the Purchase of an Easement over a Portion of that Certain Parcel of Real Estate at Mt. Aetna Road, Hagerstown, Maryland, Parcel 973

IX. NEW BUSINESS

- A. Introduction of an Ordinance: Amendment to Chapter 79, Curfew for Juveniles
- B. Introduction of an Ordinance: Zoning Map Amendment (ZM-2025-02) - Lorch Property 1912 Day Road, Hagerstown
- C. Approval of Application for FY27 Program Open Space (POS) Funding
- D. Approval of Guideline Changes to the Invest Hagerstown Sign and Facade Grant Program and Fire Suppression System Grant Program
- E. Approval of Withdrawal from Maryland Department of Emergency Management (MDEM) Grant Agreement
- F. Meritus Park Fireworks Display for December 2025 and the 2026 Flying Boxcars Baseball Season – Exemption from Noise Ordinance
- G. Approval of a Request from the Town of Smithsburg for a Stream Restoration Project on Beaver Creek
- H. Approval of Emergency Procurement: Emergency Demolition of Garage – 525 Frederick Street
- I. Approval of a Blanket Purchase Order for Camera Equipment used in the Maintenance and Expansion of the City-Wide Camera System

X. GENERAL CITIZEN COMMENTS

- A. All Citizen Comments are under Section V of the Regular Session Agenda

XI. CITY ADMINISTRATOR'S COMMENTS

XII. MAYOR AND COUNCIL COMMENTS

XIII. ADJOURN

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

Topic:

Mayor William B. McIntire

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

- A. Rules of Procedure – Effective November 18, 2025
- B. Use of cell phones during meetings is restricted.
- C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
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Mayor and City Council Action Required:

Discussion:

Financial Impact:

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Motion:

Action Dates:

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MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

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Motion:

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Thirty minutes (30) are allotted for Citizen Comments for items germane to City of Hagerstown business.

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Motion:

Action Dates:

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HAGERSTOWN, MARYLAND**

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Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

October 7, 2025, October 21, 2025, and October 28, 2025

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Minutes.pdf

Description

Motion: Minutes

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 25, 2025

TOPIC: **Approval of Minutes**

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

MOTION: I hereby move for the approval of minutes, as presented, for the Mayor and Council meetings held on October 7, 2025, October 21, 2025, and October 28, 2025.

DATE OF PASSAGE: November 25, 2025

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

Topic:

Annual Software Licensing for Arctic Wolf Endpoint Security Detection Software - Winslow Technology Group (Waltham, MA) \$160,447.54

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

 10/30/25
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

 11/13/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

 11/13/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

 11/14/25
Signature / Date



WINSLOW Technology Group

303 Wyman St. Ste 299, Waltham, MA 02451-1253
t. (781) 471-5021 f. (617) 507-6427

QUOTE

Number WTGQ77430-01
Date 10/22/25
Expiration 11/28/25

Sold To	Ship To	Account Executive
Hagerstown MD, City of Oren Reed 1 East Franklin St Hagerstown, MD 21740	Hagerstown MD, City of Oren Reed 1 East Franklin St Hagerstown, MD 21740	Brett Gold 443-896-8372 bgold@winslowtg.com

Phone (301) 733-8630
Fax

Phone (301) 733-8630
Fax

Contract Start Date: 11/30/2025 Contract End Date: 11/29/2028

Line	Qty	Description	Unit Amount	Ext. Amount
1		Arctic Wolf - 3 Year Subscription		
2	525	Arctic Wolf Total User License - Gold (MDR, MR, MA, JS)	\$224.64	\$117,936.00
3	49	Arctic Wolf Total Server License - Gold (MDR, MR, MA, JS)	\$231.12	\$11,324.88
4	574	Arctic Wolf MDR Log Retention - 1 year	\$12.31	\$7,065.94
5	1	Arctic Wolf 200 Series Sensor	\$2,940.00	\$2,940.00
6	1	Arctic Wolf 200 Series Sensor - 2 x 10G Multi-mode fiber SFP+ modules with LC connector	\$3,608.55	\$3,608.55
7	525	Arctic Wolf MDR Office 365 user license	\$20.85	\$10,946.25
8	525	Arctic Wolf Managed Security Awareness Plus Add On	\$3.20	\$1,680.00
9	525	Arctic Wolf Compliance Content Pack	\$3.20	\$1,680.00
10	1	Arctic Wolf Security Operations Warranty - \$1.5M (Enrollment Required)	\$0.00	\$0.00
11	1	Arctic Wolf Aurora Platform	\$3,265.92	\$3,265.92

**Notes

*NCPA contact # 01-169
3 Year Commitment (Billed Annually)
3% increase in Year 2 and Year 3

Shipping: \$0.00

***Total: \$160,447.54**

*Plus Applicable Taxes
Payment Terms: Net 30



OFFERINGS

- Master Lease Agreements
- Installment Payment Agreements
- Capital & Operating Leases
- Software Only Financing
- Purchase Leaseback Structures
- Lease Lines
- Step Leases

Why Winslow Financial Services

- **Experience:** Our professionals are experts in finance and have extensive relationships to help you source the right solution for your needs.
- **Rates:** WFS consistently delivers the lowest rates in the industry. Our payment solutions are affordable, flexible and easy to manage.
- **Speed and Convenience:** We turn around proposals, approvals and lease documents in hours, not days. From start to finish, no leasing firm is more efficient than WFS.
- **Creativity:** Every end-user is unique: your leasing solution should be too. WFS works side-by-side with our partners to design the most effective and efficient financing plans to fit your business model and help your company grow.
- **Adaptability:** From the design of your financing solution to mid-lease options to end-of-term flexibility, WFS works with you to adapt your financing program as your budget, cash flow and technology requirements evolve over time.

PRODUCTS FINANCED

- | | |
|-------------------------------|---------------------|
| • Storage Solutions | • Security Software |
| • Enterprise Servers/Switches | • Maintenance |
| • Desktop/Laptop Computers | • Medical Equipment |
| • Enterprise Software | • Furniture |

Benefits of Leasing

- **Improve Cash Flow:** When choosing to finance with WFS, your cash is not tied up in the equipment or the software you just installed. Instead, your capital is available for other investments that can help grow your business and produce income.
- **Increase Your Bottom Line:** When choosing the right finance company, leasing costs less than owning. At WFS, we will invest a residual value in your equipment to help ensure you pay less than the original equipment cost - equating to real savings.
- **Eliminate Obsolete Technology:** Acquire the latest and most up-to-date technology solutions on the market and never be slowed down with old and outdated equipment and manufacturers.
- **Maintain Flexibility:** IT environments, technology needs and cash flow trends can change and fluctuate as businesses grow. Customers that lease with WFS have the flexibility at lease end to refinance at a lower rate, continue to rent month to month, purchase the equipment, upgrade or return the equipment etc., leaving the company with many options to meet its needs at any given time.

CONTACT US

WFS Headquarters
303 Wyman Street
Suite 210
Waltham, MA 02451
781-471-5021
info@winslowfs.com

To review our services in more detail, please email us at info@winslowfs.com

Terms and Conditions

1. Acceptance of Quote

By accepting this quote, the Customer acknowledges that they have carefully reviewed the proposed solution configuration. Acceptance constitutes the Customer's confirmation that the configuration as presented meets or exceeds their expectations and requirements.

2. Changes to Configuration

Any changes, additions, or modifications (collectively, "adjustments") to the configuration after acceptance are subject to additional costs and may require changes to the Payment Terms. These changes will require a revised quote and written approval from the Customer before implementation.

3. Responsibility for Review

The Customer is responsible for reviewing the configuration for accuracy, completeness, and suitability to meet or exceed the Customer's needs. Winslow Technology Group is not liable for issues arising from omissions or errors not identified by the Customer during the review process.

4. Validity of Quote

This quote is valid for 30 days from the date of issue, unless otherwise stated on the quote, and will expire if not accepted within 30 days. A new quote may be issued after 30 days.

5. Pricing

All product, pricing and other information is based on the latest information available and subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will apply if the Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to accountspayable@winslowtg.com. Payment terms as outlined in this quote are binding upon acceptance.

6. Payment Terms

Payment terms as outlined in this quote are binding upon acceptance. Any adjustments to the configuration may require changes to the payment terms.



7. Limitation of Liability

Winslow Technology Group ("WTG") shall not be liable for any exemplary, punitive, indirect, incidental, special, or consequential damages arising from or in any way connected to the use or implementation or the failure to use or implement the solution as defined by the configuration. In no event will WTG's collective aggregate liability exceed the total fees actually paid to WTG for services to which the claim relates.

8. Manufacturer's Terms and Conditions

Customer acknowledges the products and solutions quoted are subject to the manufacturer's terms and conditions as listed on their website, as provided in their End User License Agreement (EULA), or other applicable documentation.

9. Return Policy

Customer acknowledges that the proposed configurations are subject to manufacturer return policies.

10. Authorization

The Customer's acceptance of this quote constitutes authorization to proceed with the defined configuration and the Customer's agreement to be bound by these terms and conditions.



TERMS AND CONDITIONS

Upon renewal of the Subscription of equal or greater Quantities and Subscription Term, the Net Total price for each Item set forth above will increase by 3.0 percent annually.

Arctic Wolf's delivery of the Solutions to the Customer are governed by the Master Solutions Terms located at <https://arcticwolf.com/terms/msa> (or such other Master Solutions Agreement executed by Arctic Wolf and Customer).

Term and Renewal: This Agreement shall be in effect for the Subscription Term specified in the Order Form. Unless otherwise set forth on the Order Form, the Subscription Term for the Solutions, in its entirety, will automatically renew at the end of the initial Subscription Term for the same period of time as the initial Subscription Term, but in no event more than a twelve (12) month term, and subject to the then-current terms and price at the time of renewal; provided however, if either party would like to opt out of automatic renewal of the Subscription of the Solutions or reduce Subscription scope, then such party must notify the other party no less than sixty (60) days prior to the expiration of the then-current Subscription Term.

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

Topic:

Refurbish Police Athletic League (PAL) Building Exterior - INL Construction, LLC (Oxon Hill, MD) \$ 72,374.34

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Consent_Agenda.pdf

Signed_Consent_Engineering_PAL_Exterior_Refurbishment.pdf

Description

Motion: Consent Agenda

Signed Consent: Building
Exterior PAL

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 25, 2025

TOPIC: Consent Agenda

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

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

This statement is part of the motion ONLY when an item is removed from the Consent Agenda.

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

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



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 25, 2025 Special Session Date: _____

Originating Department: Engineering & Permits Division (if applicable): _____

Department Director or Manager: Jim Bender

Account/Project Name: Police Athletic League Building exterior refurbishment

Account No: 4545000-5594 CIP Control No. 624

Budget Amount: \$ 80,000 Account Balance: \$ 80,000 Unbudgeted Amount: \$ 0

Fiscal Year: 25 Source of Funds: CIP Fund Balance

Quantity	Description	Value
1	Refurbishment of PAL building exterior	\$ 68,374.34
1	Contingency	\$ 4,000.00
TOTAL VALUE OF PROJECT		\$ 72,374.34

ABOVE TO BE USED FOR: Hire contractor to soda blast exterior, repaint the walls and trim, and perform other minor repairs to the building.

RECOMMENDED VENDOR: Business Name: INL Construction, LLC
Business Address: 15817 Choctaw Drive
City/State/Zip: Oxon Hill, MD 20745

Bid/Proposal/Quote No.: RFP-25-PAL-19 Sole Source? Yes ☒ No ☐

OTHER VENDORS		
Firm	City/State	Total Amount
Sako Construction	Rockville, MD	\$109,899.00
Wormald Companies	Frederick, MD	\$196,030.00
First Potomac Environmental	Baltimore, MD	\$175,750.00

NEWCOMER ASSOCIATES

architecture + engineering

■ ■ ■

CITY HALL FOURTH FLOOR RENOVATIONS
1 E. FRANKLIN STREET
Construction Documents Fee Proposal
PROPOSED SCHEDULE OF SERVICES
November 3, 2025

Architectural and engineering design services for bid/construction documents for renovations to fourth floor Finance and Housing & Community Development (DHCD) Departments. Scope to include new finishes, HVAC and lighting for both departments and new reception, break, conference and private office spaces for Finance, and new office and conference room spaces and breakroom renovation for DHCD. Scoping for security/AV/IT contract requirements to be coordinated with City. Space is not sprinklered; new rated partition from Finance to existing corridor to be included. Building has fire alarm system and gas fired boiler in basement.

All architectural design, structural, mechanical, plumbing, and electrical engineering to be provided. Coordination with City supplied furnishings and equipment to be included as well as limited assistance for public bidding and construction administration as noted. Additional bidding and construction administration to be hourly assistance.

DCHD renovation to be scoped as Base Bid with work for Finance to be an add alternate.

Design Development and Construction Documentation Services (60% Progress Set; 95% Check Set, and 100% Construction/Permit Documents

1. Project management and coordination.
2. One site survey visit.
3. Final building, fire, mechanical and electrical code review.
4. Interior elevations with one revision.
5. City coordination/review meeting final HVAC, power, AV/IT and security coordination meetings (limit of one).
6. Architectural plans (floor plan, enlarged breakroom plans, reflected ceiling plan, equipment plans, interior elevations, partition types, details, finish and door schedules, jamb details, and finish index.
7. Plumbing plans (gas, water and sewer distribution, schedules and details).
8. Mechanical plans (HVAC plans, schedules and details).
9. Electrical plans (lighting and power distribution plans, phone, data, and cable plans, schedules and details).
10. Security/Fire alarm (if required) plans.
11. Architectural, structural, mechanical, plumbing, and electrical specifications.

Jennifer A. Greenlee, AIA

T. Kim Jackson, P.E.

Matt J. Runyon, P.E., C.B.O.

Lump Sum Fee **\$41,500.00**

Optional Interior Design Add Alternate **\$5,000.00**

Selection and specifying all interior building finishes and coordination with City selected furnishings (limit 4 zones: Open office areas, Private offices, Conference Rooms, Breakrooms. One review meeting included with sample board.

We bill on a monthly basis for the work completed that month.

Our Schedule of Services excludes LEED documentation, interior design (see alternate), and furniture specifications. We include in our fee many expenses that are normally billed as reimbursable expenses by other firms. Our fee includes all phone and mailing expenses (ground UPS), reproduction costs during design, travel to your site or office, and an FTP site for the project. An FTP site allows the project team to exchange large files electronically instantaneously via the internet during design. We would also provide PDF files of the drawings, specifications, and bulletins for the contractors' use in reproducing sets of drawings during construction.



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 25, 2025 Special Session Date: _____

Originating Department: Engineering Division (if applicable): _____

Department Director or Manager: Jim Bender

Account/Project Name: Sidewalk Accessibility Ramps FY 26

Account No: 4509004-5594 CIP Control No. 217

Budget Amount: \$ 125,000 Account Balance: \$ 125,000 Unbudgeted Amount: \$ _____

Fiscal Year: FY 26 Source of Funds: CDBG

Quantity	Description	Value
1	Remove curb & sidewalk at street and alley intersections, and NTE	\$ 125,000.00
	construct new handicap ramps with truncated domes to comply	
	with the current Americans with Disabilities Act (ADA) standards	
TOTAL VALUE OF PROJECT		\$ \$ 125,000.00

ABOVE TO BE USED FOR: Replace non-compliant curb & sidewalk with ADA sidewalk ramps at intersections of public streets and alleys. This is a change order to the previous handicap ramp replacement contract

RECOMMENDED VENDOR: Business Name: JT Rock Excavating, LLC
Business Address: 6506 Carrie Lynn Ct
City/State/Zip: Mt. Airy, MD 21771

Bid/Proposal/Quote No.: 25-SA-14 Sole Source? ☐ Yes ☒ No

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

OTHER VENDORS		
Firm	City/State	Total Amount
Sole Source	This software has been purchased from	
	the same vendor for the life of the	
	product	



303 Wyman St. Ste 299, Waltham, MA 02451-1253
t. (781) 471-5021 f. (617) 507-6427

QUOTE

Number WTGQ77430-01

Date 10/22/25

Expiration 11/28/25

Sold To

Hagerstown MD, City of
Oren Reed
1 East Franklin St
Hagerstown, MD 21740

Ship To

Hagerstown MD, City of
Oren Reed
1 East Franklin St
Hagerstown, MD 21740

Account Executive

Brett Gold
443-896-8372
bgold@winslowtg.com

Phone (301) 733-8630
Fax

Phone (301) 733-8630
Fax

Contract Start Date: 11/30/2025 Contract End Date: 11/29/2028

Line	Qty	Description	Unit Amount	Ext. Amount
1		Arctic Wolf - 3 Year Subscription		
2	525	Arctic Wolf Total User License - Gold (MDR, MR, MA, JS)	\$224.64	\$117,936.00
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11	1	Arctic Wolf Aurora Platform	\$3,265.92	\$3,265.92

**Notes

*NCPA contact # 01-169
3 Year Commitment (Billed Annually)
3% increase in Year 2 and Year 3

Shipping: \$0.00

***Total: \$160,447.54**

*Plus Applicable Taxes
Payment Terms: Net 30



Terms and Conditions

1. Acceptance of Quote

By accepting this quote, the Customer acknowledges that they have carefully reviewed the proposed solution configuration. Acceptance constitutes the Customer's confirmation that the configuration as presented meets or exceeds their expectations and requirements.

2. Changes to Configuration

Any changes, additions, or modifications (collectively, "adjustments") to the configuration after acceptance are subject to additional costs and may require changes to the Payment Terms. These changes will require a revised quote and written approval from the Customer before implementation.

3. Responsibility for Review

The Customer is responsible for reviewing the configuration for accuracy, completeness, and suitability to meet or exceed the Customer's needs. Winslow Technology Group is not liable for issues arising from omissions or errors not identified by the Customer during the review process.

4. Validity of Quote

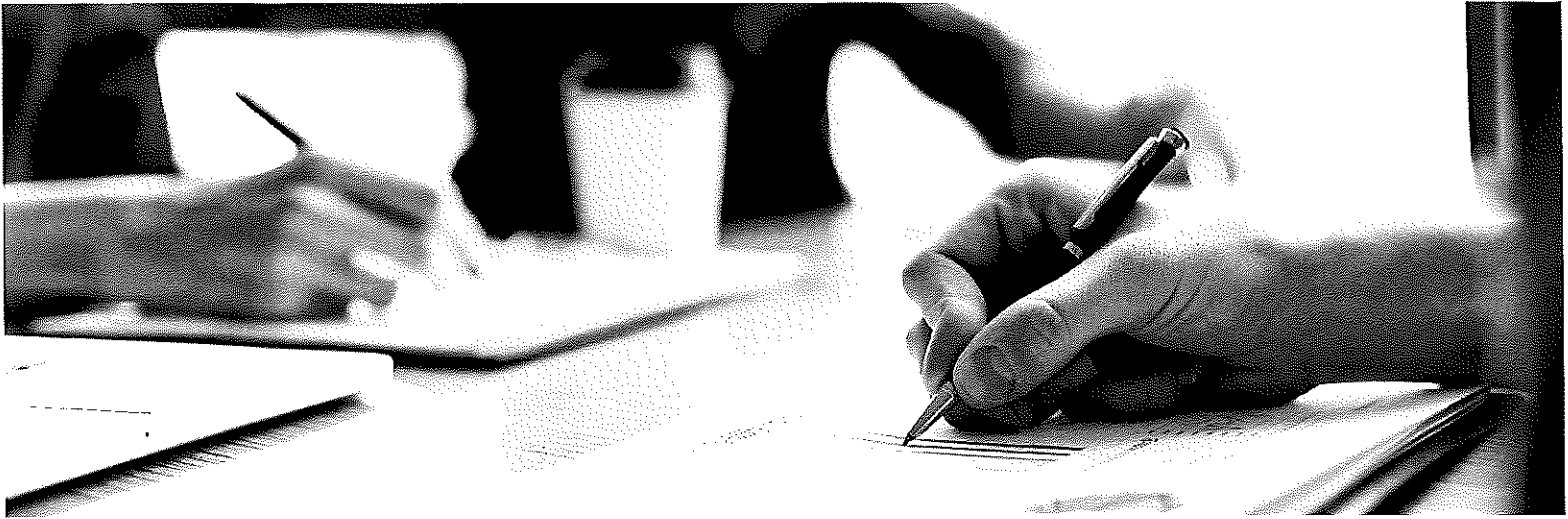
This quote is valid for 30 days from the date of issue, unless otherwise stated on the quote, and will expire if not accepted within 30 days. A new quote may be issued after 30 days.

5. Pricing

All product, pricing and other information is based on the latest information available and subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will apply if the Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to accountspayable@winslowtg.com. Payment terms as outlined in this quote are binding upon acceptance.

6. Payment Terms

Payment terms as outlined in this quote are binding upon acceptance. Any adjustments to the configuration may require changes to the payment terms.



TERMS AND CONDITIONS

Upon renewal of the Subscription of equal or greater Quantities and Subscription Term, the Net Total price for each Item set forth above will increase by 3.0 percent annually.

Arctic Wolf's delivery of the Solutions to the Customer are governed by the Master Solutions Terms located at <https://arcticwolf.com/terms/msa> (or such other Master Solutions Agreement executed by Arctic Wolf and Customer).

Term and Renewal: This Agreement shall be in effect for the Subscription Term specified in the Order Form. Unless otherwise set forth on the Order Form, the Subscription Term for the Solutions, in its entirety, will automatically renew at the end of the initial Subscription Term for the same period of time as the initial Subscription Term, but in no event more than a twelve (12) month term, and subject to the then-current terms and price at the time of renewal; provided however, if either party would like to opt out of automatic renewal of the Subscription of the Solutions or reduce Subscription scope, then such party must notify the other party no less than sixty (60) days prior to the expiration of the then-current Subscription Term.



ANGEL ARMOR™

760 SE FRONTAGE RD,
FORT COLLINS, CO 80524

ANGELARMOR.COM

99GM - Greg Morton

Customer Quote

Quote #	QUO84967
Quote Date	10/20/2025
Expires:	11/19/2025

Bill To
Hagerstown Police Department 50 N Burhans Blvd Hagerstown MD 21740 United States

Ship To
Hagerstown Police Department 50 N Burhans Blvd Hagerstown MD 21740 United States

Shipping Co...

Part Number	Description	Qty	Unit Price	Amount
01-00617-02	RISE, Flex Carrier, Dark Navy, Load Bearing, Elite IIIA Name: Funk, Max Front: 2214 Back: 2214 C: None QRLB360:MR Belly Band:S Name: Gross, Trenton Front: 2214 Back: 2014 C: None QRLB360:MN Belly Band:S Name: Schugardt, Kenneth Front: 2216 Back: 2015 C: None QRLB360:MN Belly Band:S Name: Bostic, Derrick Front: 2515 Back: 2215 C: None QRLB360:LN Belly Band:S Name: Afsharzanjani, Shayan Front: 2014 Back: 2014 C: None QRLB360:SR Belly Band:S Name: Thompson, Brandon Front: 2515 Back: 2516 C: None QRLB360:LR Belly Band:M	6	1,313.00	7,878.00
01-00488-02	RISE, Flex Carrier, Dark Navy, Load Bearing, Carrier Only Name: Funk, Max Front: 2214 Back: 2214 C: None QRLB360:MR Belly Band:S Name: Gross, Trenton Front: 2214 Back: 2014 C: None QRLB360:MN Belly Band:S	6	459.00	2,754.00

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/	
Signature: _____	Date: _____



ANGEL ARMOR™

760 SE FRONTAGE RD,

Customer Quote

Quote #

QUO84967

Part Number	Description	Qty	Unit Price	Amount

Subtotal	15,546.00
Shipping Cost (UPS® Ground)	247.30
Total	\$15,793.30

Accounts Payable

Email: _____

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: Terry Hoss Date: 10-23-2025



Fiscal Year: 25/26 Source of Funds: General Fund, General Fund Contingency

ABOVE TO BE USED FOR: New hydraulic systems to run the salt spreaders and dump beds. The hydraulic systems originally installed on the trucks simply do not work. Attempts to adjust, fix, and repair these existing hydraulics have failed.

Bid/Proposal/Quote No.: Dated 10/14/2025 Sole Source? X Yes No

[illegible]



PWI Harrisburg: 4210 Chambers Hill Rd. • Harrisburg, PA 17111 • Phone: 717-904-7401

Date: 10-14-25

Customer: HAGERSTOWN MD

Chassis: EXISTING CUSTOMER F550'S

Salesperson: DAXTON YIKE

We are pleased to quote the following truck upfit package for your consideration, with upfit pricing from the PA CoStars Municipal Work Vehicles Contract #25-E22-432. Stephenson Equipment vendor number is 150032.

FROM CUSTOMERS EXISITING F550 DUMP TRUCKS

REMOVE EXISTING MUNCY HYDRAULIC SYTEM- REPLACE WITH FORCE AMERICA DUMP/ SPREAD SYSTEM

INSTALL NEW FORCE SYSTEM

POWDER COATED TANK / VALVE COMBO WITH LID
EZ ACCESS SPIN ON HYDRO FILTER
ELECTRIC VALVE SECTIONS
BED HOIST CONTROLLED VIA GUARDED 2 WAY MOMENTARY TOGGLE SWITCH
SPREADER CONTROL- FORCE 5100 EX

IN CAB ALUMINUM MOUNT PER CUSTOMER SUPPLIED PHOTO

SYSTEM ONLY RUNS BED HOIST AND SPREADER- NO CENTRAL HYDRO PLOW CAPABILITIES

HOSES AS REQUIRED INCLUDED

QUOTE IS BASED UPON THE ABILITY TO REUSE EXISTING PTO AND PUMP FROM MUNCY SYSTEM

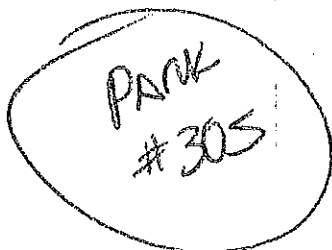
QUOTE INCLUDES FREIGHT, INSTALL, FORCE SYSTEMS

BOTH UNITS TO BE COMPLETED AT SAME TIME

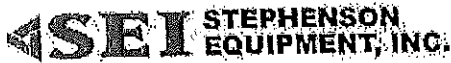
FORCE SYSTEMS ARE INSTOCK- WORK SHOULD BE COMPLETED PRIOR TO ANY 2025 SNOW FALL

QUOTE IS FOR ONE UNIT- PER EACH

Total Price..... \$9,913.00



ET
PW Truck
#12



PWI Harrisburg: 4210 Chambers Hill Rd. • Harrisburg, PA 17111 • Phone: 717-904-7401

SALE AND SECURITY AGREEMENT

Stephenson Equipment Inc

Seller and Secured Party
MAIN OFFICE
7201 Paxton St. Harrisburg, PA 17111
Phone (717) 564-3434
www.stephensorequipment.com

Purchaser-Debtor:

Address:
Phone Number:
City:
State: PA
Zip Code:

Harrisburg, PA (800) 325-6455
Philadelphia, PA (800) 220-4033
Butler, PA (724) 865-9221
Syracuse, NY (800) 368-6455
Aberdeen, MD -service (410) 278-3192
Wilkes-Barre, PA (866) 667-6756
Pittsburgh, PA (800) 692-7600
Ebensburg, PA (814) 886-5191
Albany, NY (518) 357-2200

Quantity	Full Description of Articles Sold and Traded	Unit Price	Amount
1	Price for the above upfit package		\$9,913.00
Prices shown are subject to applicable taxes. Balances unpaid when due are subject to a service charge of 1.5% per month.		TOTAL	\$9,913.00

TERMS OF PAYMENT: Seller hereby acknowledges receipt of a deposit of \$ _____ Purchaser agrees to pay balance upon delivery: _____

Additional agreements: _____ Unit comes with a 12 month full warranty on SEI installed provided parts and labor. Unit must be serviced for warranty at SEI branch location, otherwise travel time and mileage charges will apply to warranty service road calls.

Any trades are certified to be free of any liens and encumbrances. Certified by: _____

EXCEPT \$ _____ Lien Holder _____ Account # _____ Contact Phone # _____

THERE ARE NO EXPRESS WARRANTIES UNLESS THEY APPEAR IN WRITING SIGNED BY THE SECURED PARTY. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS SALE. WARRANTIES ON NEW MACHINES ARE LIMITED TO THAT EXTENDED BY THE MANUFACTURER. COPIES OF WARRANTIES APPLYING TO EACH MANUFACTURER ARE ON FILE AT THE OFFICES OF SELLER - SECURED PARTY AND ARE AVAILABLE UPON REQUEST. ALL USED EQUIPMENT IS SOLD "AS IS, WHERE IS".

Seller-Secured Party shall not be responsible for delays in delivery for causes beyond the reasonable control of Seller-Secured Party such as, but without limitation to, transportation delay or interruptions; strikes, act of God, insurrections, war, etc. Under no circumstances shall Seller-Secured Party be liable for loss of use, down-time or any other consequential damages. Seller-Secured Party makes no representations or certifications express or implied concerning compliance of this equipment with OSHA standards. Compliance with OSHA standards applicable to operation, use, and maintenance is the sole responsibility of Purchaser-Debtor.

CITY OF HARRISBURG, MARY WARD

Purchaser-Debtor

EB Deike PUBLIC WORKS DIRECTOR
Customer Signature Title

DAXTON YIKE

ERIC B. DEIKE PUBLIC WORKS DIRECTOR
Printed Name Title

Salesman

ACCEPTED: STEPHENSON EQUIPMENT, INC.

10/20/2025



PWI Harrisburg: 4210 Chambers Hill Rd. • Harrisburg, PA 17111 • Phone: 717-904-7401

of this Security Agreement.

C. APPLICABLE SALES TAXES

- (1) Applicable state(s) sales tax will be applied where required unless purchaser provides a valid exemption certificate supporting that the property is exempt from applicable sales taxes. If timely taken in proper form and in good faith the certificate relieves the seller from liability for the sales. If the seller is not registered or legally required to collect sales taxes in a particular jurisdiction then the purchaser understands that the responsibility for the payment of applicable sales/use taxes to the jurisdiction(s) is the responsibility of the purchaser.

Customer Initials

SSD

HARRISBURG IS A MUNICIPALITY AND IS
NOT SUBJECT TO SALES TAX.

SEI WIRE TRANSFER POLICY (SEI RECEIVING A WIRE)

It is the primary duty of the customer (or the sender or payer) to independently authenticate and verify wiring information with SEI before they initiate a wire transfer using a trusted channel to contact the appropriate party at the dealership.

We suggest that customers verbally verify with SEI that information is authentic and where possible use multi-factor authentications.

Customer Initials

SSD



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 25, 2025 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Recreation

Department Director or Manager: Eric B. Deike

Account/Project Name: Potterfield Pool Management Services

Account No: 0140202-5329 CIP Control No. _____

Budget Amount: FY20 \$190,000 Account Balance: FY20 \$70,143 Unbudgeted Amount: \$(-128,459)

Fiscal Year: 25/26 + FY27 Source of Funds: General Fund

Quantity	Description	Value
1	Pool Management Services	\$ 192,601.78
1	Annual Fee for Pool Chemicals	\$ 6,000.00
	NOTE: Pool management services only include the pool operations themselves. This includes lifeguards and pool managers. It does NOT include the front office, cashiers, security, or concessions.	
TOTAL VALUE OF PROJECT		\$ 198,601.78

ABOVE TO BE USED FOR: Management of the pool operations at Potterfield Pool. This includes all pool activities including general public swims, summer camps, the Monocacy Aquatic Club (MAC), private pool parties, and other such swim activities.

RECOMMENDED VENDOR: Business Name: YMCA of Hagerstown, Maryland, Inc.
Business Address: 1100 Eastern Blvd. N
City/State/Zip: Hagerstown, MD 21742

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

OTHER VENDORS		
Firm	City/State	Total Amount
USA Pools of Delmarva	Rockville, MD	\$32,530.00
Mayo Elite Solutions	Upper Marlboro, MD	\$264,550.00
Swan Aquatics, LLC	Fallbrook, CA	\$289,227.75

**City Of Hagerstown
Finance Department
Tabulation Report**

Title: Pool Management Services
No: P1863.26
Deadline Date/Time: 10/17/25 @ 2:00PM
Contact Person: Tyler French

Company Name	Young Men's Christian Association of Hagerstown, MD (YMCA)	Swan Aquatics, LLC	MayoInTheMix LLC DBA Mayo Elite Solutions	USA Pools of Delmarva
Lump Sum annual fee for contract management, opening, closing, profit and overhead	\$192,601.78	\$239,227.75	\$238,095.00	\$19,780.00
Per Hour rate for management and lifeguards	Manager \$29.03; Asst Manager \$24.25; Slide Attendant \$19.35; Senior Guard \$20.32; Guard \$20.00	\$27.75	\$45.50	\$19.85 Lifeguard; \$24.85 CPO/Manager
Lump Sum annual fee for chemicals and supplies provided by Company	\$6,000.00	\$50,000	\$26,455.00	\$12,750.00
Addendum I	Yes	Yes	Yes	Yes
Vendor Forms	Yes	Yes	Yes	Yes

Disqualified: Aquatic Management (did not supply response on required forms; Pool Management LLC (did not acknowledge Addendum I)

Appendix 'A'

Potterfield Pool Management Agreement

This Agreement between _____ (the Company) and the **CITY OF HAGERSTOWN** (City) is to provide for the operation and management by the Company of the Potterfield Pool and related amenities located at 730 Frederick Street in Hagerstown, MD ("the Pool"), in accordance with the specifications, conditions, and terms set forth herein.

1. **TERM:** This Agreement, when executed by both parties, shall be in effect from January 1, 2026 through December 31, 2027 and shall automatically renew for three successive one (1) year terms beginning January 1, 2028 unless either party gives written notice 90 days prior to the conclusion of the then current term.
2. **SCHEDULE:** The Company shall meet the following milestones throughout the pool season:
 - February 19th – Preseason meeting with City
 - April 30th – Preseason meeting with City and finalize pool preseason preparation (Section 6) And deadline to apply for Health Department permits (Section 8),
 - May 8th – Deadline for Health Department inspection, submitting to the City the managers' names (and contact information, pool status report due, and initial lifeguard schedule),
 - May 22nd --Deadline for pool being fully ready for the public and submitting to the City the checklists, Emergency Action Plans and other operational documents
 - Saturday prior to Memorial Day – first day of swimming
 - Labor Day – Last day of swimming
 - Pooch Plunge – Tuesday after Labor Day (when applicable)
 - October 1st – Pool closing (Section 22)

Pool and sprayground (AKA splashpad) shall be permitted, open, and "swim ready" no later than **May 20th** of each year of the contract, and continuing through Labor Day weekend. Lifeguards shall be on duty beginning Memorial Day weekend, and continuing through Labor Day. Lifeguard hours and pool operating schedule shall be approved by the City of Hagerstown and shall be provided to the City for review prior to May 8th (Lifeguard Schedule).

3. **ACCESS:** The City will provide three sets of keys and access to the pool site no later than February 1. The Company shall keep and safeguard keys and release keys only to authorized personnel. If the City chooses to change locks at the pool during the term of this contract, three new sets of keys shall be provided to the City of Hagerstown.
4. **ITEMS PROVIDED BY CITY:** The City agrees to furnish, at no cost to the Company, all of the following:
 - Water
 - Electricity
 - Receptacles for trash, garbage pick-up service
 - Telephone and internet
 - Pool operating equipment
 - Digital copy of past pool rules, checklists, and employee conduct expectations
 - Safety equipment – backboard, ring buoy(s), rescue tube(s), Shepherd's hook(s), first aid kit, and rope with buoys
 - Paper products, pool house cleaning supplies, two (2) first aid kits and extra band-aids
 - One set of walkie-talkies (per season)
 - Automated external defibrillator
 - Mowing of the grass
 - Installation and care of the shade canopies

- 10. WARRANTY:** Company represents and warrants that it has specific knowledge of all applicable laws, codes, and regulations, whether State, County, Municipality, or otherwise, regarding the Pool operation and maintenance, including, without limitations, providing the required number of properly trained lifeguards and CPOs, and will ensure that its employees, agents, and other parties follow all applicable laws, codes, and regulations.
- 11. PERSONNEL:** All the Company's obligations under this agreement shall be carried out or satisfied by employees of the Company as follows:
- The Company agrees to pay for all Company's employee wages, income tax withholdings, social security withholdings, State unemployment insurance, Federal unemployment insurance, and Worker's Compensation insurance.
 - The Company shall train all employees. Employees not performing up to the standards of the City will be promptly replaced by the Company upon request of the City.
 - Lifeguards employed by the Company shall have a Basic Life Guarding Certificate, a Lifeguard Training Certificate, or the equivalent, as well as CPR and First Aid.
 - Company employees shall go through the Company's orientation training, onsite training, and preseason meeting with the City.
 - Personnel will be trained in the area of blood borne pathogens and provided a blood borne pathogen exposure control kit.
 - The Company will provide a Certified Pool Operators (CPO) and experienced Pool Managers to supervise the staff and manage all Pool operations. **Certified Pool Operators (CPO) shall be on-site during all hours when Pool is open.**
 - Lifeguards shall have the authority to discipline swimmers and any and all other persons within the Pool, using their best judgment and sole discretion, consistent with the published and posted rules of the City and minimum safety standards as established herein. Company shall notify the City if a patron receives disciplinary action or is permanently removed from the Pool for the season.
 - Company's full time management staff will supervise personnel. Company supervisors shall inspect the City's facilities no less than two (2) times each week to check performance of personnel.
 - Company will typically invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at the Pool and the City acknowledges that such information and investment is a valuable asset of Company's business.
 - Pool staff shall wear professional uniforms, and be easily identifiable.

The following chart provides an estimate of man-hours required during the season:

Program	Hours per Day	# Staff Required	Frequency	Annual Hours
Public Swim	6 hours	Manager and 6 guards	Every week of season	8,000
Camps	2 hours	1 manager and 5 guards	Approximately 8 weeks	250
MAC (Monocacy Aquatic Club)	2 hours	1 guard	4 days per week, 8 weeks	64
Aquaholics	1 hours	1 guard	Every week of season, 4 days a week	56
Zumba	1 hour	1 guard	12 weeks, 2 days a week	24
Aquabands/Yoga	1 hour	1 guard	8 weeks, 1 day per week	8
Private Pool Parties	3 hours	1 manager and 1 guard	9 events per month, 3 months	162

- Cleaning pump system strainer baskets.
- Cleaning bathhouse and bathrooms daily and inspecting the same on an hourly basis.
- Cleaning swimming pool(s) deck daily.
- Vacuuming pool as needed. In general, this should result in an overall vacuuming of the pool about two (2) times per week or more often if needed to keep the pool(s) clean.
- Hourly picking up trash and litter. Emptying trash and recyclable receptacles daily and placing containers in the proper location for collection on the appropriate day(s).
- Straightening and cleaning deck furniture.
- Company shall be on standby for alarms and promptly answer all alarm calls and address issue.
- Maintain mechanical equipment.
- At the end of the day, lock and secure all gates and doors. Activate alarm system.
- Implementation of approved Emergency Action Plan.
- Inspect slides, sprayground, rock wall and other features daily.
- Company shall notify the City in writing within 24 hours if an injury or safety violation is reported to the Company by patrons.
- Provide City any Health Department inspections during the pool season within 24 hours of inspection.
- Report and document all action that may jeopardize the spirit and content of this Agreement.
- Enforce pool rules, staff code of conduct and checklists. Copies of prior documents are attached as Attachment 2. See attached as a reference and that Company shall develop its own rules, staff code of conduct, and checklists and provide them to the City on or before May 20th of each year.

15. **INCLEMENT WEATHER/TEMPORARY CLOSINGS:** The Company and City shall develop and agree to criteria for closing the pool, and methods to notify the public via various forms. On days when there is inclement weather, the Company shall keep one (1) lifeguard on duty throughout the scheduled lifeguard hours to handle public inquiries. Weather related closings of the pool shall be at the discretion of the City. Temporary shut-down due to fecal, vomit or thunder/lighting should be handled by Company in accordance with Health Department and Center for Disease Control guidelines.

NO CHANGE IN DATES OF OPERATION OR HOURS OF OPERATION CAN BE ACCEPTED UNLESS WRITTEN AUTHORIZATION IS RECEIVED FROM THE CITY OF HAGERSTOWN

16. **WATER QUALITY:** At no time shall the water chemistry cause a failure of permission to operate the pool as granted by the State, County, City, or other applicable regulatory body. In the event permission is revoked to operate the pool due to poor water quality, the City will assess penalties as listed in Section 25 below. All of the foregoing notwithstanding however, the Company shall be excused from maintaining water quality established herein and the City shall not be entitled to a refund in the event of any Act of God, interference by City or other circumstances beyond the control of the Company make such maintenance impossible.
17. **CHEMICALS AND SUPPLIES:** The Company agrees to supply at its own expense all chemicals for safe and clean pool water throughout the term of this contract including, but not limited to sodium hydrochloride, cyanuric acid, muriatic acid, sodium bicarbonate, soda ash, and calcium chloride. The Company shall monitor the chemicals and maintain acceptable water quality. The Company agrees to supply water test kits and first aid kits.
18. **REPAIR WORK:** The Company shall stand ready to perform any repair work necessary during the term of this Agreement. However, the City shall have the option of using another contractor for repair work or complete the work with City staff. When a repair issue presents itself:
- Company shall promptly provide detailed estimate of costs separating materials and labor
 - After approval in writing by the City, the Company shall promptly perform the necessary actions and invoice the City.

- Clean and store City's deck furniture.
- Remove and store skimmer parts.
- Cover all skimmers with gizmos to prevent the buildup of rain water.
- Remove and store all moveable ladders and lifeguard chairs.
- Drain and store hoses.
- Lubricate filter system valves and grease motor bearings.
- Add winterization chemicals to pool to retard algae growth.
- Prepare pool and pool plumbing lines for freeze protection. Company agrees to use common and accepted winterization techniques, but assumes no responsibility for freeze damage if all the proper procedures are followed. Company will inject anti-freeze in skimmers and related fixtures.
- Request a walk-through inspection with City's staff.

City will complete all "fresh water winterizing" in the pool house

23. PRICE PROPOSAL: The Company hereby proposes to perform the work and services as set forth above by this Agreement, specifications, conditions, and terms as set forth herein as follows:

- A. LUMP SUM annual fee for contract management, opening, closing, profit and overhead
- B. PER HOUR rate for management and lifeguards
- C. LUMP SUM annual fee for chemicals and supplies provided by Company

24. PAYMENTS:

Based upon the proposal above and upon receipt of a monthly invoice with adequate documentation, the City will make monthly payments to Company as follows:

- A. 1/8th of annual contract management fee (months of March-October inclusive)
- B. Lifeguard hours *actually used and documented* from the previous month, including pool rentals (provide weekly listing)
- C. 1/4th of annual chemical and supplies fee (months of May, June, July and August only)
- D. Less pool rental user fees (Section 13) and/or liquidated damages (Section 25) from the previous month

City will process issue payment within 30 days of receipt of satisfactory invoices and documentation

25. FAILURE TO PERFORM/LIQUIDATED DAMAGES:

- The City will deduct from funds owed Company the amount of \$500 per day for each calendar day after May 10 that the pool is not ready for Health Department inspection or should fail any Health Department inspection. This will be null and void if the delay is directly caused by the City or its contractors.
- The City will deduct from funds owed Company the amount of \$500 per day for each calendar day after May 10 that the pool manager is not hired and trained.
- The City will deduct from funds owed Company the amount of \$500 per day for each calendar day after May 20 that the pool is not ready for public opening as determined by the City. This will be null and void if the delay is directly caused by the City or its contractors.
- The City will deduct from funds owed Company the amount of \$500 per day for each calendar day throughout the season that there is inadequate number of guards that the pool cannot be opened, or pool amenities cannot be safely operated.
- The City will deduct from the funds owed Company the amount of \$500 per day for each calendar day of the operating season the pool is not ready for public opening as determined by the City. This will be null and void if the delay is directly caused by the City or its contractors.

For the Company:

Signed and dated the ____ day of _____, 2025

Company: _____

Address: _____

Tax ID#: _____

City, State, Zip: _____

Printed Name: _____

Cell Phone: _____

Title: _____

Office Phone: _____

Signature: _____

E-mail: _____

For the City of Hagerstown:

Signed and dated the ____ day of _____, 2025

Donna Spickler, City Clerk

William McIntire, Mayor

Attachments:

#1 Pool Management Cost Proposal

#2 Pool Rules, Sample Checklists



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 25, 2025 Special Session Date: _____

Originating Department: Public Works Division (if applicable): _____

Department Director or Manager: Eric B. Deike

Account/Project Name: Fuel Inventory

Account No: XXXXXXX-5431 CIP Control No. _____

Budget Amount: \$695,200 Account Balance: \$498,738 Unbudgeted Amount: \$0

Fiscal Year: 25/26 Source of Funds: General Fund, Light, Water, Wastewater, Golf

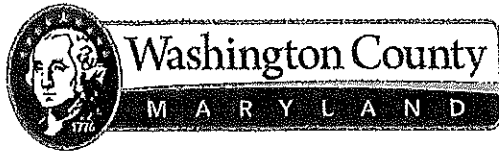
Quantity	Description	Value
1	Bulk Unleaded 87 Octane Gasoline: Tank Wagon Deliveries	\$ 0.25
1	Bulk No. 2 Diesel Ultra Low Sulfu: Tank Wagon Deliveries	\$ 0.25
	Note: Bidders provide pricing based on the OPIS (Oil Price Information Service) price of 9/22/2025. The bid price represents the vendors bid above or below the given "per gallon" price on that particular date.	
	The cost of gasoline and diesel fuel will fluctuate weekly over the course of the 12 month contract beginning on December 1, 2025.	
		\$ 695,200.00
TOTAL VALUE OF PROJECT		\$

ABOVE TO BE USED FOR: Highway use of diesel fuel and gasoline for General Fund departments (Public Works, Engineering, Fire, Police, etc.), Utilities (Water, Wastewater, Light), and other enterprise funds such as Parking.

RECOMMENDED VENDOR: Business Name: AC&T
Business Address: P.O. Box 4217
City/State/Zip: Hagerstown, MD 21741

Bid/Proposal/Quote No.: Washington County PUR-1773 Sole Source? ☐ Yes ☒ No

OTHER VENDORS		
Firm	City/State	Total Amount
Colonial Oil Industries, Inc.	Savannah, GA	\$0.5647/\$0.5647
Pinnacle Petroleum, Inc.	Huntington Beach, CA	\$0.6074/\$0.9435



Open Session Item

SUBJECT: Contract Award (PUR-1773) for Gasoline and Diesel Fuel Deliveries

PRESENTATION DATE: November 4, 2025

PRESENTATION BY: Carin Bakner, CPPB, Buyer, Purchasing Department; Zane Rowe, Deputy Director, Washington County Highway Department.

RECOMMENDED MOTION: Move to award the bids for gasoline and diesel fuel transport deliveries under four (4) separate contracts to the responsive, responsible bidders who submitted the lowest bids. Item No. 7 of the bid will be contingent upon individual departmental requirements.

1. Contract for **gasoline tank-wagon deliveries to AC&T Company, Inc. of Hagerstown, MD**, at the unit bidder factor prices as stated in its bid dated October 21, 2025.
2. Contract for **gasoline transport deliveries to Petroleum Traders Corporation of Fort Wayne, IN.**, at the unit bidder factor prices as stated in its bid dated October 21, 2025.
3. Contract for **diesel tank-wagon deliveries to AC&T Company, Inc. of Hagerstown, MD**, at the unit bidder factor prices as stated in its bid dated October 21, 2025.
4. Contract for **diesel transport deliveries to Petroleum Traders Corporation of Fort Wayne, IN.**, at the unit bidder factor prices stated in its bid dated October 21, 2025.

REPORT-IN-BRIEF: The following tabulations listed below were made from the bids received on October 22, 2025, based on the bid factor submitted for the contract period that is tentatively to begin on December 1, 2025, and end on November 30, 2026. The contracts are for a one (1) year term with no option to renew. These are requirements contracts, and the County guarantees neither a maximum nor a minimum quantity.

The Invitation to Bid was advertised on the State of Maryland's eMMA "*eMaryland Marketplace Advantage*" website and the County's new online bidding website (Ionwave/Euna). Eight (8) persons/companies registered/downloaded the bid document online and seven (7) bids were received. The bids were evaluated based on the bidder's bid factor; bids were submitted as per the attached bid tabulation.

PUR-1773

Bulk Gasoline and Diesel Fuel Deliveries

Line	Description	QTY	UOM	Petroleum Traders Corporation Fort Wayne, IN		Tartan Oil LLC Knoxville, IN		Campbell Oil Company Elizabethtown, NC		Mansfield Oil Company of Gainesville, GA		AC&T Company Inc. Hagerstown, MD		Colonial Oil Industries, Inc. Savannah, GA		Pinnacle Petroleum, Inc. Huntington Beach, CA	
				Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit
1	Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Tank-wagon	1	Bid Factor	No Bid		No Bid		No Bid		No Bid		\$0.25		\$0.5647		\$0.6074	
2	Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Tank-wagon	1	Bid Factor	No Bid		No Bid		No Bid		No Bid		\$0.25		\$0.5647		\$0.6074	
3	Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Transport	1	Bid Factor	-\$0.1268		-\$0.0403		-\$0.0373		\$0.005		\$0.03		-\$0.0594		-\$0.0328	
4	Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Transport	1	Bid Factor	-\$0.1026		-\$0.0528		-\$0.0596		\$0.0352		\$0.03		-\$0.0404		-\$0.0328	
5	No. 2-D Diesel Ultra Low Sulfur Tank-wagon	1	Bid Factor	No Bid		No Bid		No Bid		No Bid		\$0.25		\$0.5647		\$0.9435	
6	No. 2-D Diesel Ultra Low Sulfur Transport	1	Bid Factor	\$0.0266		\$0.0462		\$0.0363		\$0.0563		\$0.045		\$0.0328		\$0.0506	
7	Please Add A Note Containing The Required Information Below: Winter Chemical Additive Protection (cost per gallon) Winter Chemical Additive Protection Product Name Manufacturer's Name	1	Per Gallon	\$0.03		\$0.03		\$0.05		\$0.035		\$0.05		\$0.03		\$0.035	

Remarks/Exceptions:

Petroleum Traders Corporation - Additive Protection Product Name 137ULSW Manufacturer's Name: Schaeffers
Campbell Oil, LLC - Schaeffer Manufacturing Diesel Treat 2000 Ultra Low Sulfur Winter Premium
AC&T Company, Inc. - Tank Wagon Storage Tank for 89 octane gas is out of service indefinitely. HCC was notified & has been receiving 87 octane gas
AC&T Company, Inc. - Schaeffer Manufacturing 137 ULSW Diesel Treat 2000
Colonial Oil Industries, Inc. - Motiva Winter Blend
Pinnacle Petroleum Inc. - Cold Flow Primrose winter blend

Bids Due: October 22, 2025



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 25, 2025 Special Session Date: _____

Originating Department: Public Works Division (if applicable): _____

Department Director or Manager: Eric B. Deike

Account/Project Name: Fuel Inventory

Account No: XXXXXXX-5431 CIP Control No. _____

Budget Amount: \$695,200 Account Balance: \$498,738 Unbudgeted Amount: \$0

Fiscal Year: 25/26 Source of Funds: General Fund, Light, Water, Wastewater, Golf

Quantity	Description	Value
1	Bulk Unleaded 87 Octane Gasoline: Transport Deliveries (-\$0.1268)	-\$ 0.10
1	Bulk No. 2 Diesel Ultra Low Sulfu: Transport Deliveries (\$0.0266)	\$ 0.03
	Note: Bidders provide pricing based on the OPIS (Oil Price Information Service) price of 9/22/2025. The bid price represents the vendors bid above or below the given "per gallon" price on that particular date.	
	The cost of gasoline and diesel fuel will fluctuate weekly over the course of the 12 month contract beginning on December 1, 2025.	
		\$ 695,200.00
TOTAL VALUE OF PROJECT		\$

ABOVE TO BE USED FOR: Highway use of diesel fuel and gasoline for General Fund departments (Public Works, Engineering, Fire, Police, etc.), Utilities (Water, Wastewater, Light), and other enterprise funds such as Parking.

RECOMMENDED VENDOR: Business Name: Petroleum Traders Corporation
Business Address: 7120 Points Inverness Way
City/State/Zip: Fort Wayne, IN 46804

Bid/Proposal/Quote No.: Washington County PUR-1773 Sole Source? ☐ Yes ☒ No

OTHER VENDORS		
Firm	City/State	Total Amount
Tartan Oil LLC	Knoxville, TN	-\$0.0403/\$0.0462
Campbell Oil Company	Elizabethtown, NC	-\$0373/\$0.0363
Mansfield Oil Company	Gainesville, GA	\$0.005/\$0.0563
AC&T	Hagertown, MD	\$0.03/\$0.045
Colonial Oil Industries, Inc.	Savannah, GA	-\$0.0594/\$0.0328
Pinnacle Petroleum, Inc.	Huntington Beach, CA	-\$0.0328/\$0.0506

PUR-1773
Bulk Gasoline and Diesel Fuel Deliveries

Line	Description	QTY	UOM	Petroleum Traders Corporation Fort Wayne, IN	Tartan Oil LLC Knoxville, IN	Campbell Oil Company Elizabethtown, NC	Mansfield Oil Company of Gainesville, GA	AC&T Company Inc. Hagerstown, MD	Colonial Oil Industries, Inc. Savannah, GA	Pinnacle Petroleum, Inc. Huntington Beach, CA
				Total Price Unit	Total Price Unit	Total Price Unit	Total Price Unit	Total Price Unit	Total Price Unit	Total Price Unit
1	Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Tank-wagon	1	Bid Factor	No Bid	No Bid	No Bid	No Bid	\$0.25	\$0.5647	\$0.6074
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Remarks/Exceptions:

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AC& T Company, Inc. - Schaeffer Manufacturing 137 ULSW Diesel Treat 2000
Colonial Oil Industries, Inc. - Motiva Winter Blend
Pinnacle Petroleum Inc. - Cold Flow Primrose winter blend

Bids Due: October 22, 2025

Tyler French

From: Scott Shull <sshull@uus.coop>
Sent: Monday, November 3, 2025 10:40 AM
To: Jason Bachtell
Cc: Nathan Fridinger; Michelle Lloyd; James Cline
Subject: RE: Pad Mounted Transformer RFQ

Good morning, All,

Ermco part#E07827A7AIOOK6 500KVA 13800/7970 480/277 3PH Unit \$22,188.00ea. Lead time is 13-15wks.

Let me know if you have any questions.

Thanks...

From: Jason Bachtell <jbachtell@hagerstownlight.org>
Sent: Thursday, October 30, 2025 3:48 PM
To: Scott Shull <sshull@uus.coop>
Cc: Nathan Fridinger <NFrideringer@hagerstownlight.org>; Michelle Lloyd <mlloyd@hagerstownlight.org>; James Cline <jcline@hagerstownlight.org>
Subject: Pad Mounted Transformer RFQ

Hi Scott,

We need to place an order for (2) – 500kva 277/480v padmounted transformers per our blanket bid. Still good on other units.

Please provide an official quote and lead time for these units for us to create a requisition and ultimately a PO.

I will be out of the office, returning 11/13 so please “reply all” so Nathan can get this before City council for approval. We likely won’t have a PO until December, but if the build clock can start now, that’d be fantastic.

Thank you.



Jason M. Bachtell
Electrical Engineering Manager
Phone:
External: 301-790-2600
Internal : 567
Email: jbachtell@hagerstownlight.org
425 E Baltimore St
Hagerstown, MD 21740

www.hagerstownlight.org



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Proposed Generator Maintenance Agreement

Date:

11/3/2025

Agreement Number:

K212207, K212208, K213288, K214155, K224086

Prepared for:

HAGERSTOWN WATER
ATTN: DUANE BARTLES
51 WEST MEMORIAL BLVD
HAGERSTOWN, MD 21740

Prepared by:

Jens Maly
443-935-7010
jmaly@fidelity-ps.com



MULTI-YEAR PROGRAMS

SERVICES	SELECT	SELECT PLUS	ADVANCED
Preferred Service Rates	☒	☒	☒
Priority Emergency Response Time	☒	☒	☒
Preferred Rental Rates	☒	☒	☒
Multi-Point Operational Inspection	☒	☒	☒
Engine Oil & Filter Changes	☒	☒	☒
Fluid Analysis & Reporting (Oil, Coolant, & Fuel As Applicable)	☒	☒	☒
Remote Monitoring & Reporting Service	Optional Upgrade	Optional Upgrade	Optional Upgrade
Load Bank Test	Not Included	☒	Optional Upgrade
Battery Replacement	Not Included	Not Included	Optional Upgrade
Replace Belts, Hoses, Coolants, & Thermostats	Not Included	Not Included	Optional Upgrade
Automatic Transfer Switch Cleaning & Lubrication	Not Included	Not Included	Optional Upgrade
Diesel Fuel System Cleaning	Not Included	Not Included	Optional Upgrade
Infrared Scanning	Not Included	Not Included	Optional Upgrade
Emissions Testing	Not Included	Not Included	Optional Upgrade

MULTI-POINT OPERATIONAL INSPECTION INCLUDES:

Engines

- Check with customer for known issues.
- Visual inspection.
- Check all belts, adjust as needed.
- Check all hoses and upgrade rubber block heater hoses as needed.
- Inspect cooling system, test antifreeze, and change filter if equipped.
- Inspect and replace air filters (up to 200 kW) as needed.
- Inspect block heater for proper operation.
- Check lube oil level, change oil and filters on annual basis.
- Top off all fluids as needed.
- Inspect/test fuel system, replace fuel filter annually.
- Inspect battery, applicable cables, and connections.
- Inspect exhaust system.
- Test run engine to normal operating temperature and verify operation.
- Check all ignition components.

Generators

- Inspect all components.
- Test run system and adjust voltage and Hz.

Automatic Transfer Switches

- Visually inspect switch.
- Transfer load to emergency.
- Check time delay and overall operation.
- Return system to automatic and advise of any needed repairs.

ADVANTAGES OF A MULTI-YEAR PROGRAM:

- Guaranteed fixed/stable pricing for duration of contract.
- Substantial savings for all services included in contract vs. paying individually off contract.
- Proactive scheduling per manufacturer recommendation.
- No interruption of services, providing peace of mind for the duration of the contract.
- Flexible billing (semi-annual & year-to-year options available).

CLARIFICATIONS:

Preferred Service Rates: For any optional upgrades selected and/or work executed (outside of the maintenance program) will be performed at a discounted labor rate.

Priority Emergency Response Time: 24/7/365 emergency generator and switchgear service.

Optional Upgrades: When selected, this work to be performed and invoiced as part of the maintenance program.

Load Bank Test: Completed as per NFPA guidelines unless otherwise requested.

Preferred Rental Rates: Preferred rates apply to available rental generators (20 – 1MW), automatic transfer switches, cable, and light towers through Fidelity Power Systems.



Inventory of Equipment

Assets

K#	Equipment	Manufacturer	Model	Serial#	Rating	Location	TOTAL
K212207	GENERATOR	SPECTRUM	20DS/PA192004	387234	20KW	PS # RCW PLANT	\$2456
K212208	GENERATOR	KOHLER	275REOZJE	2327601	275KW	PS # 4	\$3372
K213288	GENERATOR	MQ POWER	DCA-300SSK-4	3802154	300KW	PS # 3	\$3694
K214155	GENERATOR	DOOSAN	G325	450209UAXE44	260KW	PS # 6	\$3567
**K224086	GENERATOR	REHLKO	40REOZK	33FYGMNM0004	40KW		\$2643
TOTAL:							\$15,732

**** NEW GENERATOR ****

Tasking

1-Year SELECT PLUS - 2

One Inspections, One Full PM, Fuel Analysis, Oil Analysis, 2HR Load Bank

Inspection: Once a year, we will perform a 25-point standalone inspection where we check the filters, fluid levels, belts, batteries, etc. We will always ask you if we can transfer load to ATS during this inspection.

Full PM: Once a year, we will drain the oil and replace, change the filters, as well as perform another 25-point inspection. Load transfer is also offered at this service.

Load Bank Testing:

Our resistive load bank testing simulates real loads without interruption. At a minimum, emergency power systems should be tested under full load at least once a year. Annual load bank testing can prevent costly, unexpected system issues and provides assurance that the genset will work properly when you need it most. Additionally, it verifies genset capabilities (as opposed to just routinely starting it up), helps to avoid wet stacking, cleans out carbon deposits, and verifies the engine cooling systems will perform while under load. This is an especially important service for those buildings that require Joint Commission Compliance.



Exclusions

Unless otherwise stated in the Agreement or Special Provisions as being specifically included the following are excluded:

Main power to the equipment disconnect, ductwork and insulation, any Utility (electric, gas, water, or sewer) wiring, crane services, temporary cooling, explosion proof equipment, water treatment/chemicals, boiler inspection certifications, any asbestos removal, an proprietary controls, changes to safety or work rules due to changes in regulations or changes in Customer interpretation of regulations or changes in Customer enforcement of regulations, equipment structural supports, oil storage tanks and cleaning interior of system(s) ductwork.

All equipment, components and supporting systems NOT specifically listed on the Asset Maintenance Schedule. Loss of, partial failure of or insufficient capacity of utilities such as, but not limited to, electrical service, open circuit breakers or fuses external to those listed on the equipment list, water service, fuel sources, or other building faults and malfunctions. External power wiring, circuit breakers, and disconnects supplying electrical service to the listed equipment. Refinishing, repair, replacement, cleaning, or modification of duct work louvers, cabinetry, housings, bases, mountings, foundations, supporting structures, trim or decorations. All emergency freight and expediting charges. Additional maintenance and adjustments required by the Customer. The cost of providing a rental generator while the permanent generator is being repaired. Maintenance on a Fire Pump covers the DIESEL ENGINE ONLY. Service Contractor is not responsible for damage to roofing as a result of leaks, equipment failure, or component failure; however, we will make every effort to protect the area while services are performed.

Clarifications

Customer shall permit Service Contractor free and timely access to areas and the Covered Equipment and allow Service Contractor to start and stop the Covered Equipment as necessary to perform required services. Customer is responsible for providing adequate and legal parking arrangements for our technicians during service visits. This includes ensuring that suitable parking is available in close proximity to the industrial generators and that access routes are free from obstruction. Any costs incurred by Service Contractor for delays (e.g., labor hours), additional costs or fees, and/or penalties (e.g., parking fines) incurred due to the lack of suitable parking or site access will be the responsibility of Customer. In cases where specialized access or permits are required, Customer must arrange and pay for such access or permits in advance to avoid service interruptions.

Used oil, coolant, and filters removed from contracted equipment is recycled utilizing a third-party vendor in accordance with EPA guidelines.

The Agreement price is conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs and service recommended by the Service Contractor, the Service Contractor may either remove the unacceptable system(s) component(s) or part(s) from the scope of this Agreement and adjust the annual Agreement price or terminate this Agreement.

This Agreement applies only to the maintainable/moving components of the system(s). Repair or replacement of non-maintainable/non-moving parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, heat exchangers, evaporator or condenser coils, refrigerant (piping and leaks), main power service and electrical wiring, electrical boards, gas valves, structural supports, tube bundles, oil storage tanks, and other similar items are excluded from labor and parts coverage.

This Agreement does not include responsibility for the design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out



Select Plus Terms and Conditions

Throughout this Agreement:

Hagerstown Water Department shall be known as the Customer.

Fidelity Power Systems shall be known as the Service Contractor.

These terms and conditions of the Agreement (the "Agreement") and all of the sections included, are integral parts of and form the Agreement between the Service Contractor and the Customer. In the event the Customer seeks to have the Service Contractor enter into a separate written contract for the scope of work of this Agreement, then: (1) the separate written contract must be acceptable to the Contractor; (2) the entire Agreement shall be attached to and incorporated by reference in such separate written contract; (3) to the extent that there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the separate written contract, the terms and conditions of this Agreement shall control; and (4) if the Contractor and the Customer are unable to agree upon a mutually acceptable separate written contract, the Contractor shall have the right to rescind the quote included with this Agreement without liability to the Contractor.

The Service Contractor accepts the care of the equipment listed in the Asset Maintenance Schedule (the "Covered Equipment") as applicable to the Program. The Covered Equipment shall be maintained in the condition that exists at the beginning of the Term. Any defective components, excessive wear, maladjustments, improper installation, improper design, service by others, improper operation, or misapplication, shall not be considered the responsibility of the Service Contractor, other than normal Preventive Maintenance. Repairs and service required in restoring the Covered Equipment's capacity, reliability, design efficiency, or other shortcomings shall only be repaired with authorization and invoiced at normal service rates in addition to vehicle and other related service charges.

The Customer agrees to employ the Service Contractor exclusively for the service and repair work of the Covered Equipment and promptly notify the Service Contractor of any condition of the Covered Equipment that is unusual or that may adversely affect its operation and reliability. Any alterations, additions, adjustments, or repairs made by others, unless authorized or agreed upon by the Service Contractor in writing, will be cause for Service Contractor to terminate or renegotiate the Service Contractor's obligation under this Agreement. This Agreement shall not include maintenance, repairs, service or replacements necessitated by any loss or damage resulting from any cause beyond the control of the Service Contractor, including but not limited to damage or loss due to lack of water, freezing, loss or insufficient electric power or fuel source, hail, flood, windstorm, excessive rain, snow, freezing weather, lightning, earthquake, theft, fire, riots of any origin, strikes, wars, misuse, negligence by person(s) other than those representing the Service Contractor, vandalism, acts of government, building code requirements, insurance company requirements, unauthorized adjustments or repairs, or any other peril or act of God. The cost of all repairs, modifications, or alterations necessitated by the above shall be the responsibility of the Customer and payable to the Service Contractor at Service Contractor's current service rates in addition to vehicle and other related service charges.

All reasonable efforts shall be extended in performing the service as requested by the Customer, but the Service Contractor shall not be liable for any losses or consequential damage that arise out of delays, misuse by the Customer, or the Customer's agents or employees. Replacement and installation of equipment, components, or accessories that fail to provide satisfactory performance due to obsolescence or design conditions are not included in the scope of the Agreement.

The Customer agrees to pay the Service Contractor as set forth in the Agreement. The terms of payment for all other invoices submitted by the Service Contractor are net thirty (30) days from the Customer's receipt of such invoice. The Customer's obligation to pay the Contractor shall not be contingent upon or delayed by prior payment of a third-party, including but not limited to any



or supported equipment, high or unusual utility cost, investment cost of substitute facilities, or rental of equipment. During the Term of the Agreement, the Service Contractor agrees to either repair or replace any defective work performed by the Service Contractor. The determination as to whether such work is to be repaired or replaced is within the sole discretion of the Service Contractor. Unless otherwise agreed to in writing by the Service Contractor and the Customer, upon the termination of this Agreement or the expiration of the Term, whichever occurs first, the Service Contractor shall have no further obligations to repair or replace work performed during the Term, and Customer shall be responsible for maintaining the Covered Equipment upon the termination of this Agreement or the expiration of the Term, whichever occurs first. Any warranty of the materials, parts and equipment installed by Service Contractor

shall be subject to the manufacturers' standard warranty terms, if any, and Customer's exclusive remedy with respect to any claims of defects in such materials, parts or equipment shall be governed by the manufacturers' standard warranty. To the fullest extent permitted by law, the Customer shall defend, indemnify and hold harmless the Service Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of the Customer, anyone directly or indirectly employed by the Customer, or anyone for whose acts the Customer may be liable, regardless of whether it is caused in part by the negligence of the Service Contractor. Further and notwithstanding the preceding sentence, the Service Contractor shall be held harmless by the Customer and shall not be liable to the Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at the Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

The Customer agrees to not solicit or hire employees of Service Contractor and/or the Service Contractor's subcontractors for itself and/or for any corporation, which Customer now represents or with which Customer now or may later be affiliated during the term of this Agreement and for a period of one year after the termination of the Agreement.

PANDEMIC AND EPIDEMIC PRECAUTIONS

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

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

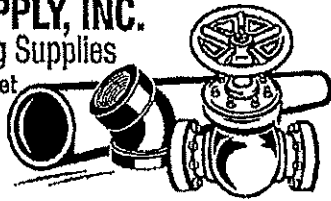
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YEAGER SUPPLY, INC.

Industrial Piping Supplies

1440 North 6th Street
Reading, PA 19601
610-376-8087
800-422-8140
610-376-3466 Fax



PRICE QUOTE

Page 1

Printed 10/29/25 RW

Quoted

CITY OF HAGERSTOWN
Attn: WASTEWATER DEPT.
1 CLEAN WATER CIR
HAGERSTOWN MD 21740-6848
Buyer: ROBBIE EYLER
Tel:301-739-8577 Fax:301-733-2873

Ship To

CITY OF HAGERSTOWN
1 CLEAN WATER CIR
HAGERSTOWN MD 21740-6848

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q399876	10/29/2025	12/31/2025	0005577		BEST WAY	RW
Job ID	Customer Terms			Salesman		
	2%-10, NET-30 DAYS			RON WOTRING		
Product	Description	UM	Quant	Unit Price	Extension	
	***** * - ADD SHIPPING & HANDLING ---- * *****					
	10" 815W ACTUATED VALVE W/DA ACTUATOR, LIMIT SWITCH & 120V SOLENOID, OXYGEN CLEANED					
VMA0023313	MA0023313 JAMESBURY 10 815WO113600XZC	EA	4			
VVPVL350DA	VPVL350DAB JAMESBURY ACTUATOR	EA	4			
VLK1727	LK1727 JAMESBURY LINKAGE KIT	EA	4			
BONLS2B	LS2-B BONOMI 2-SPDT NEMA-4X LIMIT SWITCH W/BACKET	EA	4			
ASCOWT8551A1MS1	WT8551A001MS 120VAC ASCO SOLENOID VALVE	EA	4			
ASSEMBLE & TEST	* ASSEMBLED & TESTED * * PRODUCTS ARE NON-RETURNABLE*	EA	4			
Total:	10" 815W ACTUATED VALVE W/DA ACTUATOR, LIMIT SWITCH & 120V SOLENOID, OXYGEN CLEANED		4	5304.22	21216.88	
X: _____ (Accepted by)			Sub Total		\$21,216.88	T o t a l \$21,216.88
			Freight		\$0.00	
			Misc Charges		\$0.00	
			Tax Amount		\$0.00	

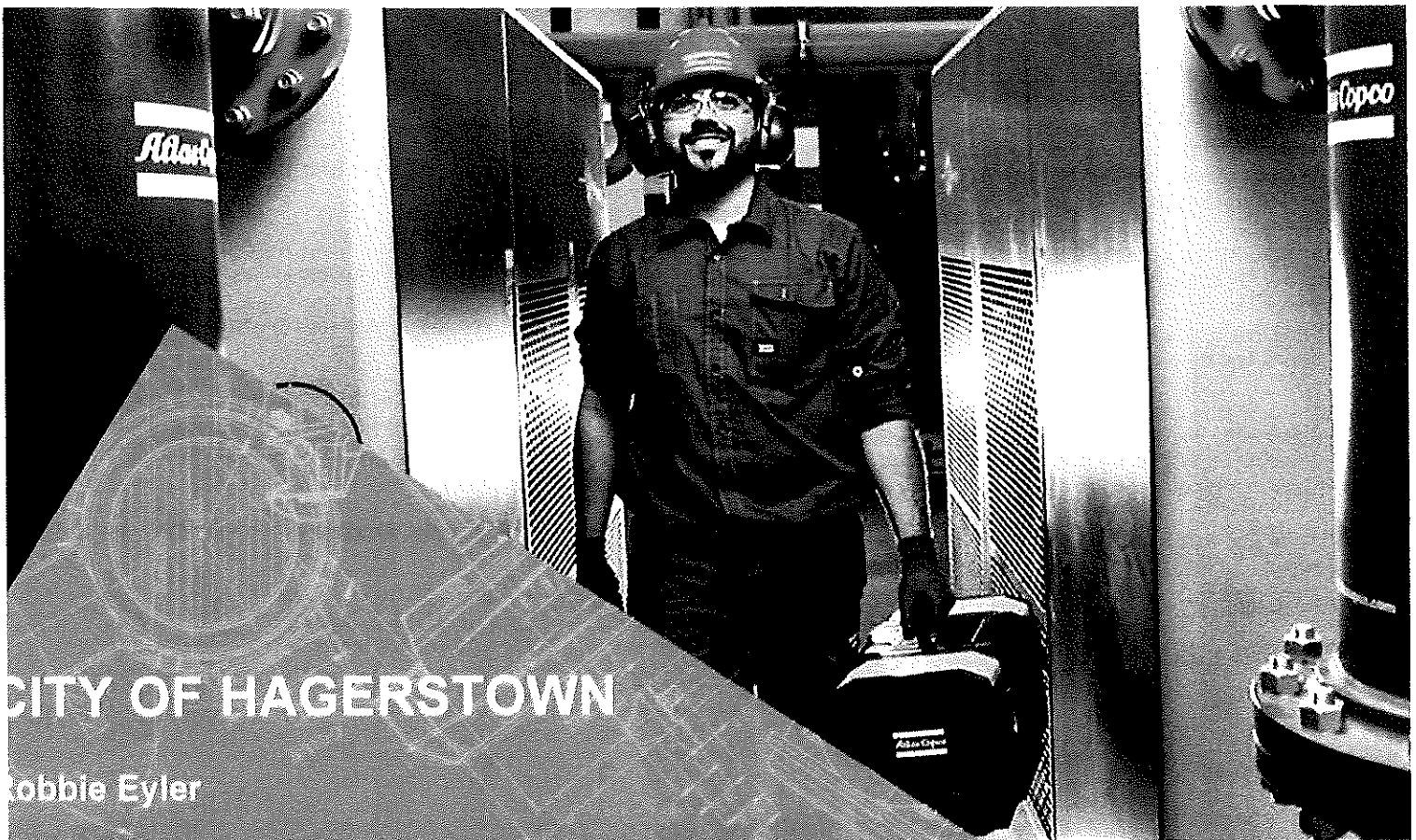
MESSAGE

ITEMS MAY CONTAIN > .25% LEAD & ARE NOT SUITABLE
FOR POTABLE WATER. QUOTE IS BASED ON OUR INTERPRE-
TATION OF REQUIREMENTS, PRICE & AVAILABILITY BASED
ON QTVS SHOWN. SUBJECT TO PRIOR SALE.

TERMS

DUE TO MARKET VOLATILITY AND TARIFF DEVELOPMENTS
PRICING IS VALID THRU EXPIRATION DATE NOTED AND
SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE INQUIRE
AT TIME OF ORDER FOR CURRENT PRICE & AVAILABILITY.

Atlas Copco Compressor Services



CITY OF HAGERSTOWN

Robbie Eyler

Quote no: 220970165

Created: 10/16/25

Expiration: 11/15/25

Atlas Copco

Pricing and Services Summary

Machine Description	Serial Nr	Visits Type	Number of Oil Changes	Oil Type	One Time Price
ZA 275 Pack	S99228301	I	L	Roto-Z	\$ 6603.04
				Total Labor	\$ 1685.00
				Total Oil	\$ 0.00
				Total Parts	\$ 4918.04
ZA 275 Pack	AIF095291	I	L	Roto-Z	\$ 6603.04
				Total Labor	\$ 1685.00
				Total Oil	\$ 0.00
				Total Parts	\$ 4918.04
Total Price					* \$ 13206.08

Scope of work: 1 tech 4hr per machine.

- Replace clogged oil cooler on ZA S99228301 and bleed cooling system
- Replace clogged oil cooler on ZA AIF095291 and bleed cooling system

- Please notice that the consolidated one-time price per machine will be shown on the invoice.
- Pricing does not include freight.
- Pricing does not include taxes
- Pricing applies to services performed during normal working hours, weekdays, from 8am – 5pm

Payment Terms: Net 30 days after invoice date. Payment terms are subject to credit approval and may require a down payment.

Credit Card Payments: All credit card payments will be assessed a surcharge up to 3%

In the event there is a substantial increase in the cost of goods due to new and changing tariffs from the time a quote is provided until goods have been received, any resulting price increases will be negotiated by the parties in good faith.

Atlas Copco Compressors LLC

300 Technology Center Way
Ste. 550
Rock Hill, SC 29730, USA

Phone: +1 866-472-1013
www.atlascopco.com/service-usa
www.atlascopco.com/fair-usa

CE VPD CRV (0) (0) (0)

7/11 10:38:33 AM

[illegible]



We Make Plant Information Flow

138 Industrial Park Road Plymouth, MA 02360

Ph: (508) 830-0088 Fax: (508) 830-0111

www.automatech.com

QUOTATION

Number	149364-0
Revision	10/23/2025 15:16:15
Quote Date	10/23/2025
Page	1

Freight & taxes not included.
Orders ship FOB Factory.

Bill to: City of Hagerstown Wastewater Div.
1 Clean Water Circle
Hagerstown, MD 21740

Ship to: City of Hagerstown Wastewater Div.
1 Clean Water Circle
Hagerstown, MD 21740

Presented To	Salesman	Quoted By	Terms	Ship Via	Job/Rel #
DUANE BARTLES	DQ	JP SMITH	Net 30 Days	FOB Factory	Back to Support - CD
Quantity	U/M	Item #	Description	Price	Extension
10	EA	IC2024THDEN	iClient v2024 Thick Development/Runtime	\$1,524.00	\$15,240.00
10	EA	APR-PREM-PER-AUTO-BDL	Acceleration Plan Support Bundle - Premier Level for Automation Annual Renewal	\$449.92	\$4,499.20
4	EA	DR-G0P253V0	Drivers IGS-Industrial Gateway Server for Basic Points 253 Additional IGS Protocols Gateway Plug in No Tags	\$780.00	\$3,120.00
4	EA	APR-PREM-PER-AUTO-BDL	Acceleration Plan Support Bundle - Premier Level for Automation Annual Renewal	\$449.92	\$1,799.68
3	EA	IF2024SDUNLEN	iFIX 2024 Standard Development Unlimited Points English	\$1,250.00	\$3,750.00
3	EA	APR-PREM-PER-AUTO-BDL	Acceleration Plan Support Bundle - Premier Level for Automation Annual Renewal	\$449.92	\$1,349.76
1	EA	HS20240S0000052500	Historian v2024 Standard 500 Tags, 2500 Additional Cals	\$3,229.00	\$3,229.00
1	EA	APR-PREM-PER-AUTO-BDL	Acceleration Plan Support Bundle - Premier Level for Automation Annual Renewal	\$449.92	\$449.92
1	EA	HS20240T0000100000-R	Historian 2024 Essentials 1000 points, Redundant	\$887.00	\$887.00
1	EA	APR-PREM-PER-AUTO-BDL	Acceleration Plan Support Bundle - Premier Level for Automation Annual Renewal	\$449.92	\$449.92

SubTotal **\$34,774.48**

Due to the current global supply chain challenges, pricing on hardware quotes is valid for 14 days.
Software quotes are valid for 30 days.
Pricing and availability are subject to change without notice.
Once confirmed hardware orders may be non-cancelable, non-returnable or may be subject to a cancellation fee.
Invoices paid with credit card will be subject to 5% fee. Fee may be waived if invoice is paid at time of order.

Total **\$34,774.48**

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

Topic:

Architectural Design of Renovations and Improvements to the Fourth Floor of City Hall -
Newcomer Associates (Chambersburg, PA) \$ 46,500.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Signed_Consent_Engineering_City_Hall_Improvements_Fourth_Floor.pdf

Signed Consent: City
Hall Fourth Floor
Renovations

[illegible]

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval of contract to Newcomer Associates

JLB 11/10/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Beier 11/15/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - adequate funding has been identified to cover design costs.

Michelle Dill 11/13/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott McQuinn 11/15/25
Signature / Date



**CITY HALL FOURTH FLOOR RENOVATIONS
1 E. FRANKLIN STREET**

Construction Documents Fee Proposal

PROPOSED SCHEDULE OF SERVICES

November 3, 2025

Architectural and engineering design services for bid/construction documents for renovations to fourth floor Finance and Housing & Community Development (DHCD) Departments. Scope to include new finishes, HVAC and lighting for both departments and new reception, break, conference and private office spaces for Finance, and new office and conference room spaces and breakroom renovation for DHCD. Scoping for security/AV/IT contract requirements to be coordinated with City. Space is not sprinklered; new rated partition from Finance to existing corridor to be included. Building has fire alarm system and gas fired boiler in basement.

All architectural design, structural, mechanical, plumbing, and electrical engineering to be provided. Coordination with City supplied furnishings and equipment to be included as well as limited assistance for public bidding and construction administration as noted. Additional bidding and construction administration to be hourly assistance.

DCHD renovation to be scoped as Base Bid with work for Finance to be an add alternate.

Design Development and Construction Documentation Services (60% Progress Set; 95% Check Set, and 100% Construction/Permit Documents)

1. Project management and coordination.
2. One site survey visit.
3. Final building, fire, mechanical and electrical code review.
4. Interior elevations with one revision.
5. City coordination/review meeting final HVAC, power, AV/IT and security coordination meetings (limit of one).
6. Architectural plans (floor plan, enlarged breakroom plans, reflected ceiling plan, equipment plans, interior elevations, partition types, details, finish and door schedules, jamb details, and finish index.
7. Plumbing plans (gas, water and sewer distribution, schedules and details).
8. Mechanical plans (HVAC plans, schedules and details).
9. Electrical plans (lighting and power distribution plans, phone, data, and cable plans, schedules and details).
10. Security/Fire alarm (if required) plans.
11. Architectural, structural, mechanical, plumbing, and electrical specifications.

Jennifer A. Greenlee, AIA

T. Kim Jackson, P.E.

Matt J. Runyon, P.E., C.B.O.

Bidding & Negotiating Phase (*)Included minimum services with remaining services as requested by City to be additional hourly services per rate schedule enclosed.

1. *Assist City with pdf bid documents. (Advertisement and contracts by City.)
2. Pre-bid meeting administration assistance.
3. Respond to questions regarding bid documents.
4. Prepare addenda.
5. Assist City with bid review.
6. *Assist City with building permit submittal and respond to comments.

Construction Administration Phase (*)Minimum services to be included as Required Limited CA with remaining services as requested by City to be additional hourly services per rate schedule enclosed. All listed services are recommended.

1. Pre-construction meeting with City and contractors.
2. Construction Administrator job site visit and progress minutes once per month during construction.
3. Mechanical/Electrical engineer site visits during construction.
4. *All Mechanical RFIs and submittals.
5. * Lighting and controls submittals.
6. Respond to all contractor questions (RFIs).
7. Prepare Bulletins for scope clarifications or revisions.
8. Review all Architectural, Electrical and Plumbing shop drawings and submittals (limit two reviews each.)
9. Review and sign pay application monthly.
10. Prepare punch list of project after completion.
11. Review contractor's close-out documents (warranties, manufacturers' literature, etc.).

Estimated Architectural/Mechanical/Electrical Design Hours

Principal Architect	24-30 hrs
Project Manager/Designer	90-100 hrs
Mechanical Engineer	70-90 hrs
Electrical Design	60-80 hrs
Mechanical Drafting	36-40 hrs
Specifications	20-30 hrs

Total Estimated hours 300 - 370 hrs

Lump Sum Fee **\$41,500.00**

Optional Interior Design Add Alternate **\$5,000.00**

Selection and specifying all interior building finishes and coordination with City selected furnishings (limit 4 zones: Open office areas, Private offices, Conference Rooms, Breakrooms. One review meeting included with sample board.

We bill on a monthly basis for the work completed that month.

Our Schedule of Services excludes LEED documentation, interior design (see alternate), and furniture specifications. We include in our fee many expenses that are normally billed as reimbursable expenses by other firms. Our fee includes all phone and mailing expenses (ground UPS), reproduction costs during design, travel to your site or office, and an FTP site for the project. An FTP site allows the project team to exchange large files electronically instantaneously via the internet during design. We would also provide PDF files of the drawings, specifications, and bulletins for the contractors' use in reproducing sets of drawings during construction.

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

Topic:

Sidewalk Accessibility Ramps for FY26 - Change Order to Previously Awarded Contract - JT Rock Excavating, LLC (Mt. Airy, MD) Not to Exceed \$ 125,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Signed_Consent_Engineering_Sidewalk_Accessibility_Ramps_FY26.pdf Signed Consent



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 25, 2025 Special Session Date: _____

Originating Department: Engineering Division (if applicable): _____

Department Director or Manager: Jim Bender

Account/Project Name: Sidewalk Accessibility Ramps FY 26

Account No: 4509004-5594 CIP Control No. 217

Budget Amount: \$ 125,000 Account Balance: \$ 125,000 Unbudgeted Amount: \$ _____

Fiscal Year: FY 26 Source of Funds: CDBG

Quantity	Description	Value
1	Remove curb & sidewalk at street and alley intersections, and NTE construct new handicap ramps with truncated domes to comply with the current Americans with Disabilities Act (ADA) standards	\$ 125,000.00
TOTAL VALUE OF PROJECT		\$ 125,000.00

ABOVE TO BE USED FOR: Replace non-compliant curb & sidewalk with ADA sidewalk ramps at intersections of public streets and alleys. This is a change order to the previous handicap ramp replacement contract

RECOMMENDED VENDOR: Business Name: JT Rock Excavating, LLC
Business Address: 6506 Carrie Lynn Ct
City/State/Zip: Mt. Airy, MD 21771

Bid/Proposal/Quote No.: 25-SA-14 Sole Source? ☐ Yes ☒ No

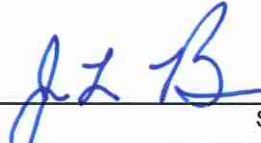
OTHER VENDORS		
Firm	City/State	Total Amount
SFMS, LLC	Bethesda, MD	144,477.50
DIR Construction	Laurel, MD	155,451.64
Concrete Central	Hagerstown, MD	166,650.00
Henson & Son, Inc.	Hagerstown, MD	245,140.70
Lakecrest Construction	Fairmont, WV	302,820.00

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval of a Change Order to the previously awarded contract.

 11/4/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

 11/13/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

 11/13/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

 11/14/25
Signature / Date

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

Topic:

Ballistic Vests - Angel Armor (Fort Collins, CO) \$ 15,793.30

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Signed_Consent_HPD_Ballistic_Vests.pdf
ANGEL_ARMOR.pdf
10-23-2025_-_Angel_Armor_Recruit_Order_2025.pdf
Angel_Armor.pdf

Description

Signed Consent HPD
Ballistic Vests
CONSENT FORM
QUOTE
SOLE SOURCE

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

This purchase is for ballistic vests for our academy recruits. Purchase to come from grant + general fund budgeted item.
Chap Fawcett 11/12/25
 Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve
Tyler Frew 11/13/25
 Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve. \$5,162.97 unbudgeted amount will be offset in overall HPD budget.
Brock Gamm 11/14/25
 Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval
Scott McQuarrie 11/14/25
 Signature / Date



ANGEL ARMOR™

760 SE FRONTAGE RD,
FORT COLLINS, CO 80524

ANGELARMOR.COM

99GM - Greg Morton

Customer Quote

Quote #	QUO84967
Quote Date	10/20/2025
Expires:	11/19/2025

Bill To
Hagerstown Police Department 50 N Burhans Blvd Hagerstown MD 21740 United States

Ship To
Hagerstown Police Department 50 N Burhans Blvd Hagerstown MD 21740 United States

Shipping Co...

Part Number	Description	Qty	Unit Price	Amount
01-00617-02	RISE, Flex Carrier, Dark Navy, Load Bearing, Elite IIIA Name: Funk, Max Front: 2214 Back: 2214 C: None QRLB360:MR Belly Band:S Name: Gross, Trenton Front: 2214 Back: 2014 C: None QRLB360:MN Belly Band:S Name: Schugardt, Kenneth Front: 2216 Back: 2015 C: None QRLB360:MN Belly Band:S Name: Bostic, Derrick Front: 2515 Back: 2215 C: None QRLB360:LN Belly Band:S Name: Afsharzanjani, Shayan Front: 2014 Back: 2014 C: None QRLB360:SR Belly Band:S Name: Thompson, Brandon Front: 2515 Back: 2516 C: None QRLB360:LR Belly Band:M	6	1,313.00	7,878.00
01-00488-02	RISE, Flex Carrier, Dark Navy, Load Bearing, Carrier Only Name: Funk, Max Front: 2214 Back: 2214 C: None QRLB360:MR Belly Band:S Name: Gross, Trenton Front: 2214 Back: 2014 C: None QRLB360:MN Belly Band:S	6	459.00	2,754.00

Email: _____

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____ Date: _____



ANGEL ARMOR™

760 SE FRONTAGE RD,

Customer Quote

Quote #

QUO84967

Part Number	Description	Qty	Unit Price	Amount
01-00447-01	Name: Schugardt, Kenneth Front: 2216 Back: 2015 C: None QRLB360:MN Belly Band:S	6	219.00	1,314.00
	Name: Bostic, Derrick Front: 2515 Back: 2215 C: None QRLB360:LN Belly Band:S			
	Name: Afsharzanjani, Shayan Front: 2014 Back: 2014 C: None QRLB360:SR Belly Band:S			
	Name: Thompson, Brandon Front: 2515 Back: 2516 C: None QRLB360:LR Belly Band:M			
	RISE, Stealth Carrier, Black, Carrier Only			
	Name: Funk, Max Front: 2214 Back: 2214 C: None G-Hook Belt:S Belly Band:S			
	Name: Gross, Trenton Front: 2214 Back: 2014 C: None G-Hook Belt:S Belly Band:S			
	Name: Schugardt, Kenneth Front: 2216 Back: 2015 C: None G-Hook Belt:S Belly Band:S			
01-00554	Name: Bostic, Derrick Front: 2515 Back: 2215 C: None G-Hook Belt:M Belly Band:S	3	550.00	1,650.00
	Name: Afsharzanjani, Shayan Front: 2014 Back: 2014 C: None G-Hook Belt:XS Belly Band:S			
	Name: Thompson, Brandon Front: 2515 Back: 2516 C: None G-Hook Belt:M Belly Band:M			
01-00552	Truth SNAP, 308 Ultra, AAU301, 8x10", SC, III	3	550.00	1,650.00
	Truth SNAP, 308 Ultra, AAU301, 9x11", SC, III	3	650.00	1,950.00
	Funk Schugardt Thompson			

Email: _____

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____ Date: _____



ANGEL ARMOR™

760 SE FRONTAGE RD,

Customer Quote

Quote #

QUO84967

Part Number	Description	Qty	Unit Price	Amount

Subtotal	15,546.00
Shipping Cost (UPS® Ground)	247.30
Total	\$15,793.30

Accounts Payable

Email: _____

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: Terry Hose Date: 10-23-2025



RISE®

FLEX CARRIER

+

TRUTH SNAP™

MODULAR BALLISTIC DEFENSE

308 Premium

EXCEPTIONS TO COMPETITIVE PROCUREMENT

Sole / Single Source for Professional Services

Exclusively Prepared for



Hagerstown Police Department



SECTION I

User Agency/Department: Hagerstown Police Department

User Agency/Department Contact: Sgt. Alec Routhier

Phone: 240-412-7546

Email: Arouthier@hagerstownpd.org

Description of Service: Ballistic protection for Hagerstown Police Department

Date of Submission to Procurement: 5/20/2025

Submit document via email to: Arouthier@hagerstownpd.org

SECTION II

The following are **EXCEPTIONS** to Competitive Procurement for Professional Services.

Select the appropriate exception.

(a) *Sole Source*: A Sole Source Procurement is a sourcing method used to procure a service without competition when it has been determined that there is only one source for the required service that is capable of meeting the requirements of the acquisition as defined in the Scope of Work or specifications.

Sound procurement practice requires that a Sole Source procurement occurs if it has been determined that there is only one source for the required service and not as an attempt to contract with a favored service provider.

(b) *Single Source*: A Single Source Procurement is a sourcing method used to procure a service from one source, without soliciting competition, even though there are other vendors that can provide the service.

Agencies/ Departments must show through documentation that the selection of the source was based on an objective basis and justifiable reason, and the source selected is the most advantageous for the County to fulfill a given requirement as defined in the Scope of Work or specifications.



SECTION III

A. NEEDS ASSESSMENT

What is the need?

The need is to provide ballistic armor carriers to Hagerstown Police Department. The Angel Armor® RISE® Flex Carrier features the modular design qualities of a tactical vest with the professional attributes of a uniform carrier. Building upon Angel Armor's patented design features, Flex provides a robust set of standard features with options to change configurations based on your expectations of an external carrier.

The Flex Carrier is available in two NIJ 0101.06 threat levels, NIJ Level II and NIJ Level IIIA. The NIJ Level II option is available in one distinct ballistic package, Premium 2.0, and the NIJ Level IIIA is available in four distinct ballistic packages: Elite, Ultra-Premium, Premium, and Standard.

Flex stays true to the iconic RISE DNA with the patented QuadCore Attachment System® offering a fully adjustable belt for superior vest securement and market-leading weight distribution. Flex is also equipped with easily accessible front and rear internal Truth SNAP® plate pockets for on-the-fly, patented, all day rifle protection.

Flex incorporates premium materials and construction methods providing years of service in the field while offering extensive features to help the officer conduct daily tasks with ease and safety. The RISE Flex Carrier will provide the officers of Hagerstown Police Department with expertly crafted features for applications where performance trumps the need for a true uniform appearance.

The Truth 308 Premium plate provides complete NIJ Level III protection in a lightweight, thin and affordable package that doesn't compromise officer mobility. The Truth 308 Premium plate provides complete NIJ Level III protection in a lightweight, thin and affordable package that doesn't compromise officer mobility. The Truth 308 Premium plate has been tested to defend against NIJ Level III threats, provides stab resistance from Spike Level 3 and offers special threat protection from the 7.62x51mm (M80) @ 2780 fps, 7.62x39mm MSC Type 56 @ 2400 fps, and 5.56x45mm M193 @ 3250 fps. Certified to NIJ Standard 0101.06 (Level III) when worn in conjunction with RISE Level IIIA Premium Armor Packages. CPL Model Designation: AAP301.1 ICW AAP3A03. These are not stand-alone plates

To elevate officer protection, the Truth 308 Premium plate has the capability to upgrade to a NIJ Level III+ system. Simply snap on Angel Armor's ceramic strike face, Truth CSF, to any Truth 308 Premium plate to create the Truth 855 modular plate system. The Truth 855 is designed to defeat all Truth 308 Premium threats in addition to the 5.56x45mm M855 (Green Tip) @ 2780 +/- 30fps. This ultra-thin and lightweight plate system features a proprietary design in an innovative and modular package, so officers never have to go to their trunk for active shooter kits again.



Why is there a need?

From January 1, 2021, to September 30, 2021, there was a 51 percent increase in the number of police officers killed in the line of duty when compared to the same period last year*.

In 2020, 60,105 Law Enforcement Officers were assaulted in the line of duty nationwide. That's 4,071 more officers assaulted in 2020 than the 56,034 assaults reported in 2019. 2,744 of these officers were assaulted with firearms.

These figures are a somber reminder of the risk our nation's Law Enforcement Officers face every day. Angel Armor's RISE Flex Carrier is designed to address nearly every relevant ballistic threat an officer might face while on duty. When paired with Truth SNAP rifle plates, Flex provides the First Responders of Hagerstown Police Department with proactive, market-leading all day protection, in every situation.

**According to data published from the Uniform Crime Report conducted by Law Enforcement Officers Killed and Assaulted (LEOKA)*

B. MARKET RESEARCH

Identify all the contractors that can meet this need.

Angel Armor is the only manufacturer that offers the features found in the Flex Carrier, with multiple protected patents.

- **Angel Armor RISE® Body Armor System: Patents Granted**
 - [Ballistic-Resistant Garment Having An Incrementally Adjustable Fit – US 10,584,942 \(Issued March 10, 2020\)](#)
 - [Ballistic-Resistant Garment – US 12,085,369 \(Issued September 12, 2024\)](#)
- **Angel Armor Truth SNAP® Rifle Plates: Patents Granted**
 - [Releasably Engageable System Of Ballistic-Resistant Panels – US 10,495,418 \(Issued December 3, 2019\)](#)
 - [Releasably Engageable System of Ballistic-Resistant Panels – US 10,466,015 \(Issued November 5, 2019\)](#)

See Section III C for additional innovative and advanced features found in the Flex Carrier.



C. WHY IS THIS PARTICULAR CONTRACTOR MOST ADVANTAGEOUS TO THE AGENCY?

Angel Armor is the only manufacturer and sole ***Full-Service Vendor*** of Angel Armor products capable of providing a range of value-added services directly to their customers. The company is focused solely on ensuring each officer receives industry-leading armor to fit their needs. Angel Armor is dedicated to its customers' full satisfaction and has the unique ability to personally follow-up with every order received.

Full-Service Vendor benefits include immediate access to and full control of product design, research, and development; trained product experts to assist in measuring, sizing, adjustments and alterations; direct access to the company's dedicated Customer Service team focused solely on Angel Armor products; the ability to deliver products direct to the customer with industry-leading delivery times and a satisfaction guaranteed warranty.

In addition to these **Full-Service Vendor** benefits, Angel Armor offers the following unique features in one complete external armor carrier with multiple patents granted (see Section III B for patents):

- **CUSTOMIZABLE INNOVATION**

- Accommodates RISE ballistics, which are scalable between all Angel Armor carrier platforms
- Fully adjustable belt using patented QuadCore 360 Attachment System for superior vest securement and market-leading weight distribution
- All-day rifle protection ready when coupled with patented Truth SNAP rifle plates
- Adjustable ballistic panel shoulder strap pass-through to prevent armor from shifting and curling
- Optional front/back magnetic quick-attach accessories, quickly scale between mission kits
- Rear Velcro loop field for back ID placards
- Front side-load plate pockets allow for quick up armor rifle plates
- Belt covers are available in Load Bearing or Clean
- FirstSpear® Tubes quick release technology for rapid deployment of QuadCore® Belt System

- **ULTIMATE COMFORT**

- Custom sizing for male and female officers with an individualized, tailored fit
- Industry-leading weight distribution from Angel Armor's patented QuadCore 360 Attachment System
- Patented technology features multiple points of incremental adjustability
- Premium moisture wicking, antimicrobial mesh lining with optional thermal comfort for evaporative cooling and odor management
- Removable shoulder pads and optional torso panel inserts increase comfort
- Fixed position side waist pockets with bungee retention
- Bellyband for faster donning time while maintaining proper side ballistic overlap

- **PREMIUM QUALITY**

- Made in the USA using only premium materials
- Durable 500 Denier CORDURA shell with lightweight pill cut PALS platform using tear resistant laminate fabric with reinforced stitching and loop face at the front and back
- YKK zippers used throughout
- Proprietary mesh lining and optional air emission channels wick moisture away while providing additional ventilation



- Tear resistant laminate fabric with low-profile pill cut PALS webbing
- **MADE IN THE USA**
 - Designed, developed and manufactured in the USA
 - High-production volume capable
 - 60 day lead time

Angel Armor is the only manufacturer in the United States that provides the following unique features in one complete Truth 308 Premium ballistic plate system with multiple patents:

- **GROUNDBREAKING**
 - The only ultra lightweight rifle plate on the market with modular threat protection capability
 - Upgrade any Truth Premium base rifle plate with any Truth CSF for elevated protection from handgun, rifle, stab and special threats, including 5.56x45mm M855 (Green Tip).
 - Truth 308 Premium plate is .62" thick, featuring radiused edges to reduce uniform 'printing'
 - Certified to NIJ Standard 0101.06 Level III when worn in conjunction with RISE Level IIIA Premium Armor Package (5x8 plates are tested to NIJ Standards; are not certified)
- **TOUGH & SLEEK**
 - Backface signature exceeds NIJ requirements for listed threat projectiles when tested ICW Angel Armor's Level IIIA soft body armor
 - Truth 308 Premium plate components provide moisture resistance and do not require the use of polyurethane coating or nylon wrapping for a refined aesthetic finish
- **CUSTOMIZABLE**
 - Magnetic, patented SNAP system provides the potential to armor up or down with tiered and modular threat protection
 - Variety of sizes available, including 5x8, 7x9", 8x10", 10x12" and an exclusive 9x11" maximum coverage plate; available in Shooter's Cut and Full Cut for increased mobility and protection (5x8, and 7x9 are only available in Full Cut).
 - Designed to be used ICW RISE body armor but can be used with most soft body armor vests
- **MADE IN THE USA**
 - Designed, developed and manufactured in the USA
 - High-production volume available



D. FURTHER JUSTIFICATION

If this particular contractor is being used by other departments, what is the connection between the departments? What about that connection between the two or more departments is most advantageous and would further justify bringing this particular contractor on board?

SAMPLE LIST OF AGENCIES PROTECTED BY THE ANGEL ARMOR RISE FLEX CARRIER

Contact Angel Armor for additional references or details on specific references.

PRODUCT REVIEWS FROM CURRENT OFFICERS WEARING THE RISE FAMILY OF PRODUCTS:

- "I was a little skeptical at first because of the weight difference between my old vest and this vest with all the plates in it but once I put the vest on and strapped it up it felt lighter and fit more comfortably than my old vest even with the added weight from all the plates."
- "We struggled with the subject for several minutes on the ground, and again in the ambulance. During that time, my Angel Armor vest never moved or shifted out of place. After the altercation, I never even had to readjust my vest. Furthermore, my vest never hindered my performance and was not even noticeable."
- "As one of the first on scene I was inside the small car lot when the suspect began shooting rifle rounds through the office (trailer) walls. Rounds were hitting cars around us and skipping off the ground. Having this extra layer of protection without having to have wasted time retrieving a "heavy vest" from my car was an amazingly comforting feeling. My trust in your product helped me have a slight comfort during a very dangerous situation."



SECTION IV

FOR REQUESTOR

Printed Name of Requestor:

Requestor's Signature:

Date:

Printed Name of Requestor's Manager:

Requestor's Manager Signature:

Date:

FOR PROCUREMENT

Printed Name of Procurement Officer:

Procurement Officer's Signature:

Date:

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 for ballistic vests for our academy recruits. Purchase to come from grant + grant fund budgeted item.
Cheryl Pawe 11/12/25

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



ANGEL ARMOR®

760 SE FRONTAGE RD,
FORT COLLINS, CO 80524

ANGELARMOR.COM

99GM - Greg Morton

Customer Quote

Quote #	QUO84967
Quote Date	10/20/2025
Expires:	11/19/2025

Bill To
Hagerstown Police Department 50 N Burhans Blvd Hagerstown MD 21740 United States

Ship To
Hagerstown Police Department 50 N Burhans Blvd Hagerstown MD 21740 United States

Shipping Co...

Part Number	Description	Qty	Unit Price	Amount
01-00617-02	RISE, Flex Carrier, Dark Navy, Load Bearing, Elite IIIA Name: Funk, Max Front: 2214 Back: 2214 C: None QRLB360:MR Belly Band:S Name: Gross, Trenton Front: 2214 Back: 2014 C: None QRLB360:MN Belly Band:S Name: Schugardt, Kenneth Front: 2216 Back: 2015 C: None QRLB360:MN Belly Band:S Name: Bostic, Derrick Front: 2515 Back: 2215 C: None QRLB360:LN Belly Band:S Name: Afsharzanjani, Shayan Front: 2014 Back: 2014 C: None QRLB360:SR Belly Band:S Name: Thompson, Brandon Front: 2515 Back: 2516 C: None QRLB360:LR Belly Band:M	6	1,313.00	7,878.00
01-00488-02	RISE, Flex Carrier, Dark Navy, Load Bearing, Carrier Only Name: Funk, Max Front: 2214 Back: 2214 C: None QRLB360:MR Belly Band:S Name: Gross, Trenton Front: 2214 Back: 2014 C: None QRLB360:MN Belly Band:S	6	459.00	2,754.00

Email: _____

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____ Date: _____



ANGEL ARMOR®

760 SE FRONTAGE RD,

Customer Quote

Quote #

QUO84967

Part Number	Description	Qty	Unit Price	Amount
01-00447-01	Name: Schugardt, Kenneth Front: 2216 Back: 2015 C: None QRLB360:MN Belly Band:S	6	219.00	1,314.00
	Name: Bostic, Derrick Front: 2515 Back: 2215 C: None QRLB360:LN Belly Band:S			
	Name: Afsharzanjani, Shayan Front: 2014 Back: 2014 C: None QRLB360:SR Belly Band:S			
	Name: Thompson, Brandon Front: 2515 Back: 2516 C: None QRLB360:LR Belly Band:M			
	RISE, Stealth Carrier, Black, Carrier Only			
	Name: Funk, Max Front: 2214 Back: 2214 C: None G-Hook Belt:S Belly Band:S			
	Name: Gross, Trenton Front: 2214 Back: 2014 C: None G-Hook Belt:S Belly Band:S			
	Name: Schugardt, Kenneth Front: 2216 Back: 2015 C: None G-Hook Belt:S Belly Band:S			
01-00554	Name: Bostic, Derrick Front: 2515 Back: 2215 C: None G-Hook Belt:M Belly Band:S	3	550.00	1,650.00
	Name: Afsharzanjani, Shayan Front: 2014 Back: 2014 C: None G-Hook Belt:XS Belly Band:S			
01-00552	Name: Thompson, Brandon Front: 2515 Back: 2516 C: None G-Hook Belt:M Belly Band:M	3	650.00	1,950.00
	Truth SNAP, 308 Ultra, AAU301, 8x10", SC, III			
01-00552	Truth SNAP, 308 Ultra, AAU301, 9x11", SC, III	3	650.00	1,950.00
	Funk Schugardt Thompson			

Email: _____

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____ Date: _____



ANGEL ARMOR®

760 SE FRONTAGE RD,

Customer Quote

Quote #

QUO84967

Part Number	Description	Qty	Unit Price	Amount

Subtotal	15,546.00
Shipping Cost (UPS® Ground)	247.30
Total	\$15,793.30

Accounts Payable

Email: _____

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: Terry Hose Date: 10-23-2025



RISE[®]

FLEX CARRIER

+

TRUTH SNAP[™]

MODULAR BALLISTIC DEFENSE

308 Premium

EXCEPTIONS TO COMPETITIVE PROCUREMENT

Sole / Single Source for Professional Services

Exclusively Prepared for



Hagerstown Police Department



SECTION I

User Agency/Department: Hagerstown Police Department

User Agency/Department Contact: Sgt. Alec Routhier

Phone: 240-412-7546

Email: Arouthier@hagerstownpd.org

Description of Service: Ballistic protection for Hagerstown Police Department

Date of Submission to Procurement: 5/20/2025

Submit document via email to: Arouthier@hagerstownpd.org

SECTION II

The following are **EXCEPTIONS** to Competitive Procurement for Professional Services.

Select the appropriate exception.

(a) *Sole Source*: A Sole Source Procurement is a sourcing method used to procure a service without competition when it has been determined that there is only one source for the required service that is capable of meeting the requirements of the acquisition as defined in the Scope of Work or specifications.

Sound procurement practice requires that a Sole Source procurement occurs if it has been determined that there is only one source for the required service and not as an attempt to contract with a favored service provider.

(b) *Single Source*: A Single Source Procurement is a sourcing method used to procure a service from one source, without soliciting competition, even though there are other vendors that can provide the service.

Agencies/ Departments must show through documentation that the selection of the source was based on an objective basis and justifiable reason, and the source selected is the most advantageous for the County to fulfill a given requirement as defined in the Scope of Work or specifications.



SECTION III

A. NEEDS ASSESSMENT

What is the need?

The need is to provide ballistic armor carriers to Hagerstown Police Department. The Angel Armor® RISE® Flex Carrier features the modular design qualities of a tactical vest with the professional attributes of a uniform carrier. Building upon Angel Armor's patented design features, Flex provides a robust set of standard features with options to change configurations based on your expectations of an external carrier.

The Flex Carrier is available in two NIJ 0101.06 threat levels, NIJ Level II and NIJ Level IIIA. The NIJ Level II option is available in one distinct ballistic package, Premium 2.0, and the NIJ Level IIIA is available in four distinct ballistic packages: Elite, Ultra-Premium, Premium, and Standard.

Flex stays true to the iconic RISE DNA with the patented QuadCore Attachment System® offering a fully adjustable belt for superior vest securement and market-leading weight distribution. Flex is also equipped with easily accessible front and rear internal Truth SNAP® plate pockets for on-the-fly, patented, all day rifle protection.

Flex incorporates premium materials and construction methods providing years of service in the field while offering extensive features to help the officer conduct daily tasks with ease and safety. The RISE Flex Carrier will provide the officers of Hagerstown Police Department with expertly crafted features for applications where performance trumps the need for a true uniform appearance.

The Truth 308 Premium plate provides complete NIJ Level III protection in a lightweight, thin and affordable package that doesn't compromise officer mobility. The Truth 308 Premium plate provides complete NIJ Level III protection in a lightweight, thin and affordable package that doesn't compromise officer mobility. The Truth 308 Premium plate has been tested to defend against NIJ Level III threats, provides stab resistance from Spike Level 3 and offers special threat protection from the 7.62x51mm (M80) @ 2780 fps, 7.62x39mm MSC Type 56 @ 2400 fps, and 5.56x45mm M193 @ 3250 fps. Certified to NIJ Standard 0101.06 (Level III) when worn in conjunction with RISE Level IIIA Premium Armor Packages. CPL Model Designation: AAP301.1 ICW AAP3A03. These are not stand-alone plates

To elevate officer protection, the Truth 308 Premium plate has the capability to upgrade to a NIJ Level III+ system. Simply snap on Angel Armor's ceramic strike face, Truth CSF, to any Truth 308 Premium plate to create the Truth 855 modular plate system. The Truth 855 is designed to defeat all Truth 308 Premium threats in addition to the 5.56x45mm M855 (Green Tip) @ 2780 +/- 30fps. This ultra-thin and lightweight plate system features a proprietary design in an innovative and modular package, so officers never have to go to their trunk for active shooter kits again.



Why is there a need?

From January 1, 2021, to September 30, 2021, there was a 51 percent increase in the number of police officers killed in the line of duty when compared to the same period last year*.

In 2020, 60,105 Law Enforcement Officers were assaulted in the line of duty nationwide. That's 4,071 more officers assaulted in 2020 than the 56,034 assaults reported in 2019. 2,744 of these officers were assaulted with firearms.

These figures are a somber reminder of the risk our nation's Law Enforcement Officers face every day. Angel Armor's RISE Flex Carrier is designed to address nearly every relevant ballistic threat an officer might face while on duty. When paired with Truth SNAP rifle plates, Flex provides the First Responders of Hagerstown Police Department with proactive, market-leading all day protection, in every situation.

**According to data published from the Uniform Crime Report conducted by Law Enforcement Officers Killed and Assaulted (LEOKA)*

B. MARKET RESEARCH

Identify all the contractors that can meet this need.

Angel Armor is the only manufacturer that offers the features found in the Flex Carrier, with multiple protected patents.

- **Angel Armor RISE® Body Armor System: Patents Granted**
 - [Ballistic-Resistant Garment Having An Incrementally Adjustable Fit – US 10,584,942 \(Issued March 10, 2020\)](#)
 - [Ballistic-Resistant Garment – US 12,085,369 \(Issued September 12, 2024\)](#)
- **Angel Armor Truth SNAP® Rifle Plates: Patents Granted**
 - [Releasably Engageable System Of Ballistic-Resistant Panels – US 10,495,418 \(Issued December 3, 2019\)](#)
 - [Releasably Engageable System of Ballistic-Resistant Panels – US 10,466,015 \(Issued November 5, 2019\)](#)

See Section III C for additional innovative and advanced features found in the Flex Carrier.



C. WHY IS THIS PARTICULAR CONTRACTOR MOST ADVANTAGEOUS TO THE AGENCY?

Angel Armor is the only manufacturer and sole ***Full-Service Vendor*** of Angel Armor products capable of providing a range of value-added services directly to their customers. The company is focused solely on ensuring each officer receives industry-leading armor to fit their needs. Angel Armor is dedicated to its customers' full satisfaction and has the unique ability to personally follow-up with every order received.

Full-Service Vendor benefits include immediate access to and full control of product design, research, and development; trained product experts to assist in measuring, sizing, adjustments and alterations; direct access to the company's dedicated Customer Service team focused solely on Angel Armor products; the ability to deliver products direct to the customer with industry-leading delivery times and a satisfaction guaranteed warranty.

In addition to these **Full-Service Vendor** benefits, Angel Armor offers the following unique features in one complete external armor carrier with multiple patents granted (see Section III B for patents):

- **CUSTOMIZABLE INNOVATION**

- Accommodates RISE ballistics, which are scalable between all Angel Armor carrier platforms
- Fully adjustable belt using patented QuadCore 360 Attachment System for superior vest securement and market-leading weight distribution
- All-day rifle protection ready when coupled with patented Truth SNAP rifle plates
- Adjustable ballistic panel shoulder strap pass-through to prevent armor from shifting and curling
- Optional front/back magnetic quick-attach accessories, quickly scale between mission kits
- Rear Velcro loop field for back ID placards
- Front side-load plate pockets allow for quick up armor rifle plates
- Belt covers are available in Load Bearing or Clean
- FirstSpear® Tubes quick release technology for rapid deployment of QuadCore® Belt System

- **ULTIMATE COMFORT**

- Custom sizing for male and female officers with an individualized, tailored fit
- Industry-leading weight distribution from Angel Armor's patented QuadCore 360 Attachment System
- Patented technology features multiple points of incremental adjustability
- Premium moisture wicking, antimicrobial mesh lining with optional thermal comfort for evaporative cooling and odor management
- Removable shoulder pads and optional torso panel inserts increase comfort
- Fixed position side waist pockets with bungee retention
- Bellyband for faster donning time while maintaining proper side ballistic overlap

- **PREMIUM QUALITY**

- Made in the USA using only premium materials
- Durable 500 Denier CORDURA shell with lightweight pill cut PALS platform using tear resistant laminate fabric with reinforced stitching and loop face at the front and back
- YKK zippers used throughout
- Proprietary mesh lining and optional air emission channels wick moisture away while providing additional ventilation



- Tear resistant laminate fabric with low-profile pill cut PALS webbing
- **MADE IN THE USA**
 - Designed, developed and manufactured in the USA
 - High-production volume capable
 - 60 day lead time

Angel Armor is the only manufacturer in the United States that provides the following unique features in one complete **Truth 308 Premium** ballistic plate system with multiple patents:

- **GROUNDBREAKING**
 - The only ultra lightweight rifle plate on the market with modular threat protection capability
 - Upgrade any Truth Premium base rifle plate with any Truth CSF for elevated protection from handgun, rifle, stab and special threats, including 5.56x45mm M855 (Green Tip).
 - Truth 308 Premium plate is .62" thick, featuring radiused edges to reduce uniform 'printing'
 - Certified to NIJ Standard 0101.06 Level III when worn in conjunction with RISE Level IIIA Premium Armor Package (5x8 plates are tested to NIJ Standards; are not certified)
- **TOUGH & SLEEK**
 - Backface signature exceeds NIJ requirements for listed threat projectiles when tested ICW Angel Armor's Level IIIA soft body armor
 - Truth 308 Premium plate components provide moisture resistance and do not require the use of polyurethane coating or nylon wrapping for a refined aesthetic finish
- **CUSTOMIZABLE**
 - Magnetic, patented SNAP system provides the potential to armor up or down with tiered and modular threat protection
 - Variety of sizes available, including 5x8, 7x9", 8x10", 10x12" and an exclusive 9x11" maximum coverage plate; available in Shooter's Cut and Full Cut for increased mobility and protection (5x8, and 7x9 are only available in Full Cut).
 - Designed to be used ICW RISE body armor but can be used with most soft body armor vests
- **MADE IN THE USA**
 - Designed, developed and manufactured in the USA
 - High-production volume available



D. FURTHER JUSTIFICATION

If this particular contractor is being used by other departments, what is the connection between the departments? What about that connection between the two or more departments is most advantageous and would further justify bringing this particular contractor on board?

SAMPLE LIST OF AGENCIES PROTECTED BY THE ANGEL ARMOR RISE FLEX CARRIER

Contact Angel Armor for additional references or details on specific references.

PRODUCT REVIEWS FROM CURRENT OFFICERS WEARING THE RISE FAMILY OF PRODUCTS:

- "I was a little skeptical at first because of the weight difference between my old vest and this vest with all the plates in it but once I put the vest on and strapped it up it felt lighter and fit more comfortably than my old vest even with the added weight from all the plates."
- "We struggled with the subject for several minutes on the ground, and again in the ambulance. During that time, my Angel Armor vest never moved or shifted out of place. After the altercation, I never even had to readjust my vest. Furthermore, my vest never hindered my performance and was not even noticeable."
- "As one of the first on scene I was inside the small car lot when the suspect began shooting rifle rounds through the office (trailer) walls. Rounds were hitting cars around us and skipping off the ground. Having this extra layer of protection without having to have wasted time retrieving a "heavy vest" from my car was an amazingly comforting feeling. My trust in your product helped me have a slight comfort during a very dangerous situation."



SECTION IV

FOR REQUESTOR

Printed Name of Requestor:

Requestor's Signature:

Date:

Printed Name of Requestor's Manager:

Requestor's Manager Signature:

Date:

FOR PROCUREMENT

Printed Name of Procurement Officer:

Procurement Officer's Signature:

Date:

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

Topic:

Replace Hydraulic Systems on Truck #12 and Truck #305 for Snow Operations - Stephenson Equipment, Inc.
(Harrisburg, PA) \$ 19,826.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Signed_Consent_PW_Replace_Hydraulic_System_Truck_#12_and_#305_for_Snow_Operations.pdf

Signed
Consent
Hydraulic
Systems
Truck #12 &
#305

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 Stephenson has been directed to proceed, so the work may be completed before the snow season. Quote has been signed. Requesting approval of an additional 10% in cost if needed for unexpected issues.

SRB 10/22/2025

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

T. DeFries 11/13/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve funding has been identified to cover needed repairs

Michelle Hefner 11/13/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott McQuinn 11/14/25

Signature / Date



PWI Harrisburg: 4210 Chambers Hill Rd. • Harrisburg, PA 17111 • Phone: 717-904-7401

Date: 10-14-25

Customer: HAGERSTOWN MD

Chassis: EXISTING CUSTOMER F550'S

Salesperson: DAXTON YIKE

We are pleased to quote the following truck upfit package for your consideration, with upfit pricing from the PA CoStars Municipal Work Vehicles Contract #25-E22-432. Stephenson Equipment vendor number is 150032.

FROM CUSTOMERS EXISTING F550 DUMP TRUCKS

REMOVE EXISTING MUNCY HYDRAULIC SYTEM- REPLACE WITH FORCE AMERICA DUMP/ SPREAD SYSTEM

INSTALL NEW FORCE SYSTEM

POWDER COATED TANK / VALVE COMBO WITH LID

EZ ACCESS SPIN ON HYDRO FILTER

ELECTRIC VALVE SECTIONS

BED HOIST CONTROLLED VIA GUARDED 2 WAY MOMENTARY TOGGLE SWITCH

SPREADER CONTROL- FORCE 5100 EX

IN CAB ALUMINUM MOUNT PER CUSTOMER SUPPLIED PHOTO

SYSTEM ONLY RUNS BED HOIST AND SPREADER- NO CENTRAL HYDRO PLOW CAPABILITIES

HOSES AS REQUIRED INCLUDED

QUOTE IS BASED UPON THE ABILITY TO REUSE EXISTING PTO AND PUMP FROM MUNCY SYSTEM

QUOTE INCLUDES FREIGHT, INSTALL, FORCE SYSTEMS

BOTH UNITS TO BE COMPLETED AT SAME TIME

FORCE SYSTEMS ARE INSTOCK- WORK SHOULD BE COMPLETED PRIOR TO ANY 2025 SNOW FALL

QUOTE IS FOR ONE UNIT- PER EACH

Total Price..... \$9,913.00

PW TR#12

MARKET VOLATILITY, TARRIFS AND OR SUR CHARGES RESULTING IN QUOTED PRICE INCREASES MAY OCCUR. SEI ATTEMPTS TO AVOID AND OR LIMIT THESE CHARGES, HOWEVER IF APPLIED BY MANUFACTURERS, THESE CHARGES BECOME THE RESPONSIBILITY OF THE PURCHASER.

FOLLOWING PRICE DOES NOT INCLUDE CHASSIS

FOLLOWING PRICE DOES NOT INCLUDE FET OR ANY OTHER APPLICABLE TAXES

QUOTE IS GOOD FOR THIRTY (30) DAYS.

Prices shown are subject to Applicable taxes. Balances unpaid when due are subject to a service charge of 1.5% per month

NOTICE: If your chassis has a setback front axle and an Allison World Class 4000 series transmission, interference between your PTO and your spring hanger could necessitate an additional \$1000.00 up charge for a non-typical PTO/Pump application. This may or may not be applicable to your specific chassis.

Truck frames must be received ready to accept the body. Relocation of battery boxes and air tanks will be quoted separately upon truck chassis arrival as appropriate. Stephenson Equipment Inc. will not be responsible for moving these items at no cost.

Customer supplied chassis must arrive with the following.

OEM chassis supplied plow light circuit and switch if available.

OEM chassis supplied PTO circuit and switch

OEM chassis Supplied Body Builder Interface wiring

OEM chassis must have correct CA dimension for body size selected.

OEM chassis must have minimum 5 additional accessory latching on/off switches

For any work requiring paint. Purchasing customer must provide the appropriate paint color code.

Paint Code _____

Best Regards,

DAXTON YIKE

Stephenson Equipment Inc.

717-418-9330 / DYIKE@STEPHENSONEQUIPMENT.COM

SALE AND SECURITY AGREEMENT**Stephenson Equipment Inc**

Seller and Secured Party

MAIN OFFICE

7201 Paxton St. Harrisburg, PA 17111

Phone (717) 564-3434

www.stephensorequipment.com

Harrisburg, PA (800) 325-6455

Philadelphia, PA (800) 220-4033

Butler, PA (724) 865-9221

Syracuse, NY (800) 368-6455

Aberdeen, MD -service (410) 278-3192

Wilkes-Barre, PA (866) 667-6756

Pittsburgh, PA (800) 692-7600

Ebensburg, PA (814) 886-5191

Albany, NY (518) 357-2200

Purchaser-Debtor:**Address:****Phone Number:****City:****State: PA****Zip Code:**

Quantity	Full Description of Articles Sold and Traded	Unit Price	Amount
1	Price for the above upfit package		\$9,913.00
Prices shown are subject to applicable taxes. Balances unpaid when due are subject to a service charge of 1.5% per month.		TOTAL	\$9,913.00

TERMS OF PAYMENT: Seller hereby acknowledges receipt of a deposit of \$ _____ Purchaser agrees to pay balance upon delivery: _____

Additional agreements: _____ Unit comes with a 12 month full warranty on SEI installed provided parts and labor. Unit must be serviced for warranty at SEI branch location, otherwise travel time and mileage charges will apply to warranty service road calls.

Any trades are certified to be free of any liens and encumbrances. Certified by: _____

EXCEPT \$ _____ Lien Holder _____ Account # _____ Contact Phone # _____

THERE ARE NO EXPRESS WARRANTIES UNLESS THEY APPEAR IN WRITING SIGNED BY THE SECURED PARTY. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS SALE. WARRANTIES ON NEW MACHINES ARE LIMITED TO THAT EXTENDED BY THE MANUFACTURER. COPIES OF WARRANTIES APPLYING TO EACH MANUFACTURER ARE ON FILE AT THE OFFICES OF SELLER - SECURED PARTY AND ARE AVAILABLE UPON REQUEST. ALL USED EQUIPMENT IS SOLD "AS IS, WHERE IS".

Seller-Secured Party shall not be responsible for delays in delivery for causes beyond the reasonable control of Seller-Secured Party such as, but without limitation to, transportation delay or interruptions; strikes, act of God, insurrections, war, etc. Under no circumstances shall Seller-Secured Party be liable for loss of use, down-time or any other consequential damages. Seller-Secured Party makes no representations or certifications express or implied concerning compliance of this equipment with OSHA standards. Compliance with OSHA standards applicable to operation, use, and maintenance is the sole responsibility of Purchaser-Debtor.

CITY OF HANDELSTOWN, MARYLAND

Purchaser-Debtor

Customer Signature

Title

DAXTON YIKE

Salesman

ERIC B. DEIKE DIRECTOR OF PUBLIC WORKS

Printed Name

Title

ACCEPTED: STEPHENSON EQUIPMENT, INC.

Accepted by: _____ Date: _____

STEPHENSON EQUIPMENT, INC.

NOTICE: The Salesman has not authority to grant acceptance. All and any acceptance must be by a designated office of Seller-Secured Party and only at its

CREATION OF SECURITY INTEREST. Debtor hereby grants to Secured Party a security interest in the Collateral described on the face hereof to secure the performance or payment of the Obligations of Debtor to Secured Party as stated on the face hereof.

Upon default, Debtor shall pay immediately to Secured Party, if Secured Party so elects, the entire amount remaining unpaid under this Security Agreement.

PROTECTION OF COLLATERAL. The Collateral

- (a) will not be misused or abused, wasted or allowed to deteriorate, except for the ordinary wear and tear of its intended primary use, and
- (b) will be insured until this Security Agreement is terminated against all expected risks to which it is exposed, including fire, theft and collision, and those which Secured Party may designate, with the policies acceptable to Secured Party, payable to both Secured Party and Debtor, as their interests appear, and with duplicate policies deposited with Secured Party.

PROTECTION OF SECURITY INTEREST.

- (a) the Collateral will not be sold, transferred or disposed of or be subject to any unpaid charge unless the Secured Party consents in advance in writing and
- (b) Debtor will sign and execute alone or with Secured Party any Financing Statement or other document or procure any document, and pay all connected costs, necessary to protect the security interest under this Security Agreement against the rights or interests of third persons, and
- (c) Debtor will reimburse Secured Party for any action to remedy a default which Secured Party elects pursuant to the terms of Paragraph SECURED PARTY'S RIGHTS AND REMEDIES.

DEFAULT. Misrepresentation or misstatement in connection with, non-compliance with or non-performance of any of Debtor's Obligations or Agreements under paragraph ADDITIONAL AGREEMENTS AND AFFIRMATIONS shall constitute default under this Security Agreement. In addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes any assignment for the benefit of creditors.

SECURED PARTY'S RIGHTS AND REMEDIES

A. SECURED PARTY MAY ASSIGN this Security Agreement, and

- (1) if Secured Party does assign this Security Agreement, the Assignee shall be entitled, upon notifying the Debtor, to performance of all of Debtor's Obligations and Agreements under paragraph ADDITIONAL AGREEMENTS AND AFFIRMATIONS and Assignee shall be entitled to all of the rights and remedies of Secured Party under this paragraph, and
- (2) Debtor will assert no claims or defenses he may have against Secured Party against the Assignee except those granted in this Security Agreement, and

B. UPON DEBTOR'S DEFAULT, Secured Party may exercise his rights of enforcement under the Uniform Commercial Code in force at the date of this Security Agreement and, in conjunction with, addition to or substitution for those rights, at Secured Party's discretion, may

- (1) enter upon Debtor's premises to take possession of, assemble and collect the Collateral and remove it or to render it unusable, and
- (2) require Debtor to assemble the Collateral and make it available at a place Secured Party designates which is mutually convenient to allow Secured Party to take possession or dispose of the Collateral, and
- (3) waive any default or remedy any default in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default, and
- (4) incur reasonable attorney's fees and legal expenses in exercising any of his rights and remedies upon Debtor's default which shall become part of his reasonable expenses of retaking, holding, preparing for sale and the like.

WARRANT OF ATTORNEY TO CONFESS JUDGMENT. Debtor, in the event of this nonpayment of this Security Agreement in full when the same shall be due, whether by acceleration or otherwise, does hereby empower any prothonotary or any attorney of any court of record within the

United States or elsewhere to appear for Debtor and with or without declaration filed confess judgment against Debtor and in favor of Secured Party or any holder of this Security Agreement for the sum due and payable hereon, with costs of suit and attorney's commission of 15% for collection with release of all errors and without stay of execution or right of appeal, waive all laws exempting real or personal property, and inquisition and extension upon any levy on real estate are hereby waived and condemnation agreed to, and no benefit of exemption will be claimed under and by virtue...of any exemption law now in force or which may be hereafter passed.

ADDITIONAL AGREEMENTS AND AFFIRMATIONS

A. DEBTOR AGREES AND AFFIRMS

- (1) that information supplied and statements made by Debtor in any financial or credit statement or application for credit prior to this Security Agreement are true and correct, and
- (2) that no Financing Statement covering the trade-in equipment, if any or its proceeds is on file in any public office, and
- (3) that the addresses of Debtor's residence and place or places of business, if any, are those appearing below his signature.

B. MUTUAL AGREEMENTS

- (1) "Debtor" and "Secured Party" as used in this Security Agreement, include the heirs, executors or administrators, successors or assigns of those parties.
- (2) if more than one Debtor executes this Security Agreement, their Obligations under this Security Agreement shall be joint and several.
- (3) the law governing this Secured Transaction shall be that of the State of Pennsylvania in force at the date



PWI Harrisburg: 4210 Chambers Hill Rd. • Harrisburg, PA 17111 • Phone: 717-904-7401

of this Security Agreement.

C. APPLICABLE SALES TAXES

- (1) Applicable state(s)' sales tax will be applied where required unless purchaser provides a valid exemption certificate supporting that the property is exempt from applicable sales taxes. If timely taken in proper form and in good faith the certificate relieves the seller from liability for the sales. If the seller is not registered or legally required to collect sales taxes in a particular jurisdiction then the purchaser understands that the responsibility for the payment of applicable sales/use taxes to the jurisdiction(s) is the responsibility of the purchaser.

Customer Initials

SRD

HARRISBURG IS A MUNICIPALITY AND SUBJECT
TO SALES TAX.

SEI WIRE TRANSFER POLICY (SEI RECEIVING A WIRE)

It is the primary duty of the customer (or the sender or payer) to independently authenticate and verify wiring information with SEI before they initiate a wire transfer using a trusted channel to contact the appropriate party at the dealership.

We suggest that customers verbally verify with SEI that information is authentic and where possible use multi-factor authentications.

Customer Initials

SRD



PWI Harrisburg: 4210 Chambers Hill Rd. • Harrisburg, PA 17111 • Phone: 717-904-7401

Date: 10-14-25
Customer: HAGERSTOWN MD

Chassis: EXISTING CUSTOMER F550'S
Salesperson: DAXTON YIKE

We are pleased to quote the following truck upfit package for your consideration, with upfit pricing from the PA CoStars Municipal Work Vehicles Contract #25-E22-432. Stephenson Equipment vendor number is 150032.

FROM CUSTOMERS EXISTING F550 DUMP TRUCKS

REMOVE EXISTING MUNCY HYDRAULIC SYTEM- REPLACE WITH FORCE AMERICA DUMP/ SPREAD SYSTEM

INSTALL NEW FORCE SYSTEM

POWDER COATED TANK / VALVE COMBO WITH LID
EZ ACCESS SPIN ON HYDRO FILTER
ELECTRIC VALVE SECTIONS
BED HOIST CONTROLLED VIA GUARDED 2 WAY MOMENTARY TOGGLE SWITCH
SPREADER CONTROL- FORCE 5100 EX

IN CAB ALUMINUM MOUNT PER CUSTOMER SUPPLIED PHOTO

SYSTEM ONLY RUNS BED HOIST AND SPREADER- NO CENTRAL HYDRO PLOW CAPABILITIES

HOSES AS REQUIRED INCLUDED

QUOTE IS BASED UPON THE ABILITY TO REUSE EXISTING PTO AND PUMP FROM MUNCY SYSTEM

QUOTE INCLUDES FREIGHT, INSTALL, FORCE SYSTEMS

BOTH UNITS TO BE COMPLETED AT SAME TIME

FORCE SYSTEMS ARE INSTOCK- WORK SHOULD BE COMPLETED PRIOR TO ANY 2025 SNOW FALL

QUOTE IS FOR ONE UNIT- PER EACH

Total Price..... \$9,913.00

Pack
#305

MARKET VOLATILITY, TARRIFS AND OR SUR CHARGES RESULTING IN QUOTED PRICE INCREASES MAY OCCUR. SEI ATTEMPTS TO AVOID AND OR LIMIT THESE CHARGES, HOWEVER IF APPLIED BY MANUFACTURERS, THESE CHARGES BECOME THE RESPONSIBILITY OF THE PURCHASER.

FOLLOWING PRICE DOES NOT INCLUDE CHASSIS

FOLLOWING PRICE DOES NOT INCLUDE FET OR ANY OTHER APPLICABLE TAXES

QUOTE IS GOOD FOR THIRTY (30) DAYS.

Prices shown are subject to Applicable taxes. Balances unpaid when due are subject to a service charge of 1.5% per month

NOTICE: If your chassis has a setback front axle and an Allison World Class

4000 series transmission, interference between your PTO and your spring hanger could necessitate an additional \$1000.00 up charge for a non-typical PTO/Pump application. This may or may not be applicable to your specific chassis.

Truck frames must be received ready to accept the body. Relocation of battery boxes and air tanks will be quoted separately upon truck chassis arrival as appropriate. Stephenson Equipment Inc. will not be responsible for moving these items at no cost.

Customer supplied chassis must arrive with the following.

OEM chassis supplied plow light circuit and switch if available.

OEM chassis supplied PTO circuit and switch

OEM chassis Supplied Body Builder Interface wiring

OEM chassis must have correct CA dimension for body size selected.

OEM chassis must have minimum 5 additional accessory latching on/off switches

For any work requiring paint. Purchasing customer must provide the appropriate paint color code.

Paint Code _____

Best Regards,

DAXTON YIKE

Stephenson Equipment Inc.

717-418-9330 / DYIKE@STEPHENSONEQUIPMENT.COM

SALE AND SECURITY AGREEMENT

Stephenson Equipment Inc

Seller and Secured Party
MAIN OFFICE
7201 Paxton St. Harrisburg, PA 17111
Phone (717) 564-3434
www.stephensorequipment.com

Harrisburg, PA (800) 325-6455 Wilkes-Barre, PA (866) 667-6756
Philadelphia, PA (800) 220-4033 Pittsburgh, PA (800) 692-7600
Butler, PA (724) 865-9221 Ebensburg, PA (814) 886-5191
Syracuse, NY (800) 368-6455 Albany, NY (518) 357-2200
Aberdeen, MD -service (410) 278-3192

Purchaser-Debtor:

Address:
Phone Number:
City:
State: PA
Zip Code:

Quantity	Full Description of Articles Sold and Traded	Unit Price	Amount
1	Price for the above upfit package		\$9,913.00
Prices shown are subject to applicable taxes. Balances unpaid when due are subject to a service charge of 1.5% per month.		TOTAL	\$9,913.00

TERMS OF PAYMENT: Seller hereby acknowledges receipt of a deposit of \$ _____ Purchaser agrees to pay balance upon delivery: _____

Additional agreements: Unit comes with a 12 month full warranty on SEI installed provided parts and labor. Unit must be serviced for warranty at SEI branch location, otherwise travel time and mileage charges will apply to warranty service road calls.

Any trades are certified to be free of any liens and encumbrances. Certified by: _____

EXCEPT \$ _____ Lien Holder _____ Account # _____ Contact Phone # _____

THERE ARE NO EXPRESS WARRANTIES UNLESS THEY APPEAR IN WRITING SIGNED BY THE SECURED PARTY. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS SALE. WARRANTIES ON NEW MACHINES ARE LIMITED TO THAT EXTENDED BY THE MANUFACTURER. COPIES OF WARRANTIES APPLYING TO EACH MANUFACTURER ARE ON FILE AT THE OFFICES OF SELLER - SECURED PARTY AND ARE AVAILABLE UPON REQUEST. ALL USED EQUIPMENT IS SOLD "AS IS, WHERE IS".

Seller-Secured Party shall not be responsible for delays in delivery for causes beyond the reasonable control of Seller-Secured Party such as, but without limitation to, transportation delay or interruptions; strikes, act of God, insurrections, war, etc. Under no circumstances shall Seller-Secured Party be liable for loss of use, down-time or any other consequential damages. Seller-Secured Party makes no representations or certifications express or implied concerning compliance of this equipment with OSHA standards. Compliance with OSHA standards applicable to operation, use, and maintenance is the sole responsibility of Purchaser-Debtor.

CITY OF HARRISBURG, MARYLAND

Purchaser-Debtor

Eric B. Deike PUBLIC WORKS DIRECTOR
Customer Signature Title

DAXTON YIKE

ERIC B. DEIKE PUBLIC WORKS DIRECTOR
Printed Name Title

Salesman

ACCEPTED: STEPHENSON EQUIPMENT, INC.

10/20/2025

Accepted by: _____ Date: _____

STEPHENSON EQUIPMENT, INC.

NOTICE: The Salesman has not authority to grant acceptance. All and any acceptance must be by a designated office of Seller-Secured Party and only at its

CREATION OF SECURITY INTEREST. Debtor hereby grants to Secured Party a security interest in the Collateral described on the face hereof to secure the performance or payment of the Obligations of Debtor to Secured Party as stated on the face hereof.

Upon default, Debtor shall pay immediately to Secured Party, if Secured Party so elects, the entire amount remaining unpaid under this Security Agreement.

PROTECTION OF COLLATERAL. The Collateral

- (a) will not be misused or abused, wasted or allowed to deteriorate, except for the ordinary wear and tear of its intended primary use, and
- (b) will be insured until this Security Agreement is terminated against all expected risks to which it is exposed, including fire, theft and collision, and those which Secured Party may designate, with the policies acceptable to Secured Party, payable to both Secured Party and Debtor, as their interests appear, and with duplicate policies deposited with Secured Party.

PROTECTION OF SECURITY INTEREST.

- (a) the Collateral will not be sold, transferred or disposed of or be subject to any unpaid charge unless the Secured Party consents in advance in writing and
- (b) Debtor will sign and execute alone or with Secured Party any Financing Statement or other document or procure any document, and pay all connected costs, necessary to protect the security interest under this Security Agreement against the rights or interests of third persons, and
- (c) Debtor will reimburse Secured Party for any action to remedy a default which Secured Party elects pursuant to the terms of Paragraph SECURED PARTY'S RIGHTS AND REMEDIES.

DEFAULT. Misrepresentation or misstatement in connection with, non-compliance with or non-performance of any of Debtor's Obligations or Agreements under paragraph ADDITIONAL AGREEMENTS AND AFFIRMATIONS shall constitute default under this Security Agreement. In addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes any assignment for the benefit of creditors.

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- (2) Debtor will assert no claims or defenses he may have against Secured Party against the Assignee except those granted in this Security Agreement, and

B. UPON DEBTOR'S DEFAULT, Secured Party may exercise his rights of enforcement under the Uniform Commercial Code in force at the date of this Security Agreement and, in conjunction with, addition to or substitution for those rights, at Secured Party's discretion, may

- (1) enter upon Debtor's premises to take possession of, assemble and collect the Collateral and remove it or to render it unusable, and
- (2) require Debtor to assemble the Collateral and make it available at a place Secured Party designates which is mutually convenient to allow Secured Party to take possession or dispose of the Collateral, and
- (3) waive any default or remedy any default in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default, and
- (4) incur reasonable attorney's fees and legal expenses in exercising any of his rights and remedies upon Debtor's default which shall become part of his reasonable expenses of retaking, holding, preparing for sale and the like.

WARRANT OF ATTORNEY TO CONFESS JUDGMENT. Debtor, in the event of this nonpayment of this Security Agreement in full when the same shall be due, whether by acceleration or otherwise, does hereby empower any prothonotary or any attorney of any court of record within the

United States or elsewhere to appear for Debtor and with or without declaration filed confess judgment against Debtor and in favor of Secured Party or any holder of this Security Agreement for the sum due and payable hereon, with costs of suit and attorney's commission of 15% for collection with release of all errors and without stay of execution or right of appeal, waive all laws exempting real or personal property, and inquisition and extension upon any levy on real estate are hereby waived and condemnation agreed to, and no benefit of exemption will be claimed under and by virtue...of any exemption law now in force or which may be hereafter passed.

ADDITIONAL AGREEMENTS AND AFFIRMATIONS

A. DEBTOR AGREES AND AFFIRMS

- (1) that information supplied and statements made by Debtor in any financial or credit statement or application for credit prior to this Security Agreement are true and correct, and
- (2) that no Financing Statement covering the trade-in equipment, if any or its proceeds is on file in any public office, and
- (3) that the addresses of Debtor's residence and place or places of business, if any, are those appearing below his signature.

B. MUTUAL AGREEMENTS

- (1) "Debtor" and "Secured Party" as used in this Security Agreement, include the heirs, executors or administrators, successors or assigns of those parties.
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- (3) the law governing this Secured Transaction shall be that of the State of Pennsylvania in force at the date



PWI Harrisburg: 4210 Chambers Hill Rd. • Harrisburg, PA 17111 • Phone: 717-904-7401

of this Security Agreement.

C. APPLICABLE SALES TAXES

- (1) Applicable state(s) sales tax will be applied where required unless purchaser provides a valid exemption certificate supporting that the property is exempt from applicable sales taxes. If timely taken in proper form and in good faith the certificate relieves the seller from liability for the sales. If the seller is not registered or legally required to collect sales taxes in a particular jurisdiction then the purchaser understands that the responsibility for the payment of applicable sales/use taxes to the jurisdiction(s) is the responsibility of the purchaser.

Customer Initials

SSD

HALIFESTOWN IS A MUNICIPALITY AND IS
NOT SUBJECT TO SALES TAX.

SEI WIRE TRANSFER POLICY (SEI RECEIVING A WIRE)

It is the primary duty of the customer (or the sender or payer) to independently authenticate and verify wiring information with SEI before they initiate a wire transfer using a trusted channel to contact the appropriate party at the dealership.

We suggest that customers verbally verify with SEI that information is authentic and where possible use multi-factor authentications.

Customer Initials

SSD

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

Topic:

Potterfield Pool Management Services - YMCA of Hagerstown, Maryland, Inc. (Hagerstown, MD)
\$ 198,601.78

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Signed_Consent_PW_Potterfield_Pool_Management_Services.pdf	Signed Consent Potterfield Pool Management Services
--	--



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 25, 2025 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Recreation

Department Director or Manager: Eric B. Deike

Account/Project Name: Potterfield Pool Management Services

Account No: 0140202-5329 CIP Control No. _____

Budget Amount: FY20 \$190,000 Account Balance: FY20 \$70,143 Unbudgeted Amount: \$(-128,459)

Fiscal Year: 25/26 + FY27 Source of Funds: General Fund

Quantity	Description	Value
1	Pool Management Services	\$ 192,601.78
1	Annual Fee for Pool Chemicals	\$ 6,000.00
	NOTE: Pool management services only include the pool operations themselves. This includes lifeguards and pool managers. It does NOT include the front office, cashiers, security, or concessions.	
TOTAL VALUE OF PROJECT		\$ 198,601.78

ABOVE TO BE USED FOR: Management of the pool operations at Potterfield Pool. This includes all pool activities including general public swims, summer camps, the Monocacy Aquatic Club (MAC), private pool parties, and other such swim activities.

RECOMMENDED VENDOR: Business Name: YMCA of Hagerstown, Maryland, Inc.
Business Address: 1100 Eastern Blvd. N
City/State/Zip: Hagerstown, MD 21742

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

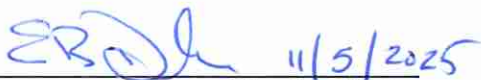
OTHER VENDORS		
Firm	City/State	Total Amount
USA Pools of Delmarva	Rockville, MD	\$32,530.00
Mayo Elite Solutions	Upper Marlboro, MD	\$264,550.00
Swan Aquatics, LLC	Fallbrook, CA	\$289,227.75

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This is a 2-year contract with 3 each 1-year extensions. Seeking approval for a multi-year contract minimally for 2 years. The pool season spans fiscal years. FY27 (and beyond) has yet to be approved. Shortfalls in the pool budget for future years can be addressed in the proposed budgets. Seeking approval of an additional 10% for additions to labor cost and chemical costs.


Signature / Date 11/5/2025

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve


Signature / Date 11/13/25

(3) Chief Financial Officer

COMMENTS

Approve - these costs will cross fiscal years. Existing approval is included in FY26 budget & is anticipated to continue in FY27 budget


Signature / Date 11/13/25

(4) City Administrator

COMMENTS

Recommend Approval


Signature / Date 11/14/25

**City Of Hagerstown
Finance Department
Tabulation Report**

Title: Pool Management Services
No: P1863.26
Deadline Date/Time: 10/17/25 @ 2:00PM
Contact Person: Tyler French

Company Name	Young Men's Christian Association of Hagerstown, MD (YMCA)	Swan Aquatics, LLC	MayoInTheMix LLC DBA Mayo Elite Solutions	USA Pools of Delmarva
Lump Sum annual fee for contract management, opening, closing, profit and overhead	\$192,601.78	\$239,227.75	\$238,095.00	\$19,780.00
Per Hour rate for management and lifeguards	Manager \$29.03; Asst Manager \$24.25; Slide Attendant \$19.35; Senior Guard \$20.32; Guard \$20.00	\$27.75	\$45.50	\$19.85 Lifeguard; \$24.85 CPO/Manager
Lump Sum annual fee for chemicals and supplies provided by Company	\$6,000.00	\$50,000	\$26,455.00	\$12,750.00
Addendum I	Yes	Yes	Yes	Yes
Vendor Forms	Yes	Yes	Yes	Yes

Disqualified: Aquatic Management (did not supply response on required forms; Pool Management LLC (did not acknowledge Addendum I)

Appendix 'A'

Potterfield Pool Management Agreement

This Agreement between _____ (the Company) and the **CITY OF HAGERSTOWN** (City) is to provide for the operation and management by the Company of the Potterfield Pool and related amenities located at 730 Frederick Street in Hagerstown, MD ("the Pool"), in accordance with the specifications, conditions, and terms set forth herein.

1. **TERM:** This Agreement, when executed by both parties, shall be in effect from January 1, 2026 through December 31, 2027 and shall automatically renew for three successive one (1) year terms beginning January 1, 2028 unless either party gives written notice 90 days prior to the conclusion of the then current term.
2. **SCHEDULE:** The Company shall meet the following milestones throughout the pool season:
 - February 19th – Preseason meeting with City
 - April 30th – Preseason meeting with City and finalize pool preseason preparation (Section 6) And deadline to apply for Health Department permits (Section 8),
 - May 8th – Deadline for Health Department inspection, submitting to the City the managers' names (and contact information, pool status report due, and initial lifeguard schedule),
 - May 22nd --Deadline for pool being fully ready for the public and submitting to the City the checklists, Emergency Action Plans and other operational documents
 - Saturday prior to Memorial Day – first day of swimming
 - Labor Day – Last day of swimming
 - Pooch Plunge – Tuesday after Labor Day (when applicable)
 - October 1st – Pool closing (Section 22)

Pool and sprayground (AKA splashpad) shall be permitted, open, and "swim ready" no later than **May 20th** of each year of the contract, and continuing through Labor Day weekend. Lifeguards shall be on duty beginning Memorial Day weekend, and continuing through Labor Day. Lifeguard hours and pool operating schedule shall be approved by the City of Hagerstown and shall be provided to the City for review prior to May 8th (Lifeguard Schedule).

3. **ACCESS:** The City will provide three sets of keys and access to the pool site no later than February 1. The Company shall keep and safeguard keys and release keys only to authorized personnel. If the City chooses to change locks at the pool during the term of this contract, three new sets of keys shall be provided to the City of Hagerstown.
4. **ITEMS PROVIDED BY CITY:** The City agrees to furnish, at no cost to the Company, all of the following:
 - Water
 - Electricity
 - Receptacles for trash, garbage pick-up service
 - Telephone and internet
 - Pool operating equipment
 - Digital copy of past pool rules, checklists, and employee conduct expectations
 - Safety equipment – backboard, ring buoy(s), rescue tube(s), Shepherd's hook(s), first aid kit, and rope with buoys
 - Paper products, pool house cleaning supplies, two (2) first aid kits and extra band-aids
 - One set of walkie-talkies (per season)
 - Automated external defibrillator
 - Mowing of the grass
 - Installation and care of the shade canopies

- Weekend security (security in addition to weekends will be provided at the City's sole discretion)
 - Cashiers
 - Concessions
5. **TELEPHONE:** The City shall be responsible for providing an operational telephone at least thirty (30) days prior to Pool opening. The phone shall be readily accessible to lifeguards and other personnel in the main office.
6. **OPENING:** Company agrees to complete all services required to make Pool "swim ready" by **May 12th** each year of the contract, including without limitation, the following where applicable:
- By May 10th, provide the City a pre-opening "Pool Status" report including condition of Pool, equipment status, pump type(s) and status, general condition of Pool structure, issues that may prevent opening of the facility to the public and complete the following:
 - Clean Pool (bottom must be visible)
 - Clean Pool decking
 - Inspect chemical feed pumps
 - Inspect all filtration equipment
 - Inspect flow meters, pressure gauges, and valves
 - Start up and inspect sprayground
 - Install guard chairs and ladders if applicable
 - Clean bathhouse
 - Inspect water testing supplies
 - Fill Pool
 - Order, store, and inject all necessary chemicals to establish proper levels to meet all state, County, City, and other applicable requirements
 - Set out and clean pool deck furniture
 - Perform repair work as need and in compliance with Section 18 of this contract
 - Inspect all skimmers
 - Inspect vacuum system
 - Inspect return inlets
 - Inspect pump room valve system
 - Inspect all slides
7. **VANDALISM:** The City will respond to all after-hour alarms, and address issues promptly. The Company will respond to issues that occur during operating hours. The City agrees to pay reasonable additional charges to the Company for cleanup required as a result of vandalism.
8. **PERMITS:** The Company shall apply for and obtain from the local Health Department or any other regulatory agency, a swimming pool operation permit, sprayground and slide permits prior to **May 1st** of each year. These permits **MUST** be in the name of the City. The Company shall pay for, in advance, all fees associated with obtaining the permits. Cost of the permits should then be invoiced to the City along with a copy of each-permit. The Company shall advise and assist the City regarding the permits and will make any necessary repairs and take all steps required to satisfy Health Department requirements. These repairs shall be made in accordance with Section 18 of this contract. A copy of the permits **MUST BE DELIVERED TO THE CITY** no later than **May 8th**.
9. **MINIMUM SAFETY STANDARDS:** The Company shall bring the Pool into compliance with all applicable laws, codes, and regulations, including but not limited to, compliance with minimum standards. Payment for work and equipment to bring the Pool within minimum standards on the above items shall be the responsibility of the City.

10. **WARRANTY:** Company represents and warrants that it has specific knowledge of all applicable laws, codes, and regulations, whether State, County, Municipality, or otherwise, regarding the Pool operation and maintenance, including, without limitations, providing the required number of properly trained lifeguards and CPOs, and will ensure that its employees, agents, and other parties follow all applicable laws, codes, and regulations.
11. **PERSONNEL:** All the Company's obligations under this agreement shall be carried out or satisfied by employees of the Company as follows:
- The Company agrees to pay for all Company's employee wages, income tax withholdings, social security withholdings, State unemployment insurance, Federal unemployment insurance, and Worker's Compensation insurance.
 - The Company shall train all employees. Employees not performing up to the standards of the City will be promptly replaced by the Company upon request of the City.
 - Lifeguards employed by the Company shall have a Basic Life Guarding Certificate, a Lifeguard Training Certificate, or the equivalent, as well as CPR and First Aid.
 - Company employees shall go through the Company's orientation training, onsite training, and preseason meeting with the City.
 - Personnel will be trained in the area of blood borne pathogens and provided a blood borne pathogen exposure control kit.
 - The Company will provide a Certified Pool Operators (CPO) and experienced Pool Managers to supervise the staff and manage all Pool operations. **Certified Pool Operators (CPO) shall be on-site during all hours when Pool is open.**
 - Lifeguards shall have the authority to discipline swimmers and any and all other persons within the Pool, using their best judgment and sole discretion, consistent with the published and posted rules of the City and minimum safety standards as established herein. Company shall notify the City if a patron receives disciplinary action or is permanently removed from the Pool for the season.
 - Company's full time management staff will supervise personnel. Company supervisors shall inspect the City's facilities no less than two (2) times each week to check performance of personnel.
 - Company will typically invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at the Pool and the City acknowledges that such information and investment is a valuable asset of Company's business.
 - Pool staff shall wear professional uniforms, and be easily identifiable.

The following chart provides an estimate of man-hours required during the season:

Program	Hours per Day	# Staff Required	Frequency	Annual Hours
Public Swim	6 hours	Manager and 6 guards	Every week of season	8,000
Camps	2 hours	1 manager and 5 guards	Approximately 8 weeks	250
MAC (Monocacy Aquatic Club)	2 hours	1 guard	4 days per week, 8 weeks	64
Aquaholics	1 hours	1 guard	Every week of season, 4 days a week	56
Zumba	1 hour	1 guard	12 weeks, 2 days a week	24
Aquabands/Yoga	1 hour	1 guard	8 weeks, 1 day per week	8
Private Pool Parties	3 hours	1 manager and 1 guard	9 events per month, 3 months	162

Pooch Plunge	5 hours	1 manager and 2 guards	One day event	15
Extra hours for busy weekends, crowd control, cleaning, etc.				200
TOTAL estimated hours of on-site manager and lifeguard time during the season				8,779

Lifeguards will be provided for the Monocacy Aquatic Club (MAC). The number of guards for private parties to be determined on a case-by-case basis are included in above estimate

The Company must provide adequate staffing to meet minimum lifeguard staffing requirements as established by the County and State Health Department requirements. Based on the configuration of the Pool, we require the following minimum staffing levels:

Patrons in Pool	Guards in chairs	Guard on Slidewinder
0 – 50	2	1
51 – 100	2	1
101 – 150	3	1
151 – 200	4	1
201 – 250	5	1
251 – 300	6	1

In addition, staff will need to monitor activities at the sprayground and enforce established rules.

12. DAILY SCHEDULE:

The following are the typical daily schedules:

Weekday hours shall be as follows unless both parties agree in writing to adjustments:

Hours	Program
6:30 AM – 7:30 AM	Aquaholics (4 days a week)
7:00 AM – 9:00 AM	MAC
10:00 AM – Noon	Camp swims
12:30 PM – 6:00 PM	Public swim
6:30 PM – 8:30 PM	Reserved for pool rental

Weekend hours shall be as follows unless both parties agree in writing to adjustments:

11:30 – 5:00 PM	Public swim
6:30 PM – 8:30 PM	Reserved for pool rental

13. **POOL PARTIES:** The company shall charge the City-approved user fee and forward the payments to the City for the reservations in the month prior. The City will pay the lifeguard and manager time on a per hour basis when included in the itemized monthly invoice.

14. **OPERATIONAL RESPONSIBILITIES:** Company employees shall be responsible for performing the following acts in accordance with all applicable laws, codes and regulations:

- Life guarding, including but not limited to the main pool, sprayground, slides, climbing wall and future pool amenities.
- Checking water chemistry and recording readings a minimum of three (3) times per day.
- Maintaining chemical balance of pool(s) water.
- Back washing filtration system as needed.

- Cleaning pump system strainer baskets.
- Cleaning bathhouse and bathrooms daily and inspecting the same on an hourly basis.
- Cleaning swimming pool(s) deck daily.
- Vacuuming pool as needed. In general, this should result in an overall vacuuming of the pool about two (2) times per week or more often if needed to keep the pool(s) clean.
- Hourly picking up trash and litter. Emptying trash and recyclable receptacles daily and placing containers in the proper location for collection on the appropriate day(s).
- Straightening and cleaning deck furniture.
- Company shall be on standby for alarms and promptly answer all alarm calls and address issue.
- Maintain mechanical equipment.
- At the end of the day, lock and secure all gates and doors. Activate alarm system.
- Implementation of approved Emergency Action Plan.
- Inspect slides, sprayground, rock wall and other features daily.
- Company shall notify the City in writing within 24 hours if an injury or safety violation is reported to the Company by patrons.
- Provide City any Health Department inspections during the pool season within 24 hours of inspection.
- Report and document all action that may jeopardize the spirit and content of this Agreement.
- Enforce pool rules, staff code of conduct and checklists. Copies of prior documents are attached as Attachment 2. See attached as a reference and that Company shall develop its own rules, staff code of conduct, and checklists and provide them to the City on or before May 20th of each year.

- 15. INCLEMENT WEATHER/TEMPORARY CLOSINGS:** The Company and City shall develop and agree to criteria for closing the pool, and methods to notify the public via various forms. On days when there is inclement weather, the Company shall keep one (1) lifeguard on duty throughout the scheduled lifeguard hours to handle public inquiries. Weather related closings of the pool shall be at the discretion of the City. Temporary shut-down due to fecal, vomit or thunder/lighting should be handled by Company in accordance with Health Department and Center for Disease Control guidelines.

NO CHANGE IN DATES OF OPERATION OR HOURS OF OPERATION CAN BE ACCEPTED UNLESS WRITTEN AUTHORIZATION IS RECEIVED FROM THE CITY OF HAGERSTOWN

- 16. WATER QUALITY:** At no time shall the water chemistry cause a failure of permission to operate the pool as granted by the State, County, City, or other applicable regulatory body. In the event permission is revoked to operate the pool due to poor water quality, the City will assess penalties as listed in Section 25 below. All of the foregoing notwithstanding however, the Company shall be excused from maintaining water quality established herein and the City shall not be entitled to a refund in the event of any Act of God, interference by City or other circumstances beyond the control of the Company make such maintenance impossible.
- 17. CHEMICALS AND SUPPLIES:** The Company agrees to supply at its own expense all chemicals for safe and clean pool water throughout the term of this contract including, but not limited to sodium hydrochloride, cyanuric acid, muriatic acid, sodium bicarbonate, soda ash, and calcium chloride. The Company shall monitor the chemicals and maintain acceptable water quality. The Company agrees to supply water test kits and first aid kits.
- 18. REPAIR WORK:** The Company shall stand ready to perform any repair work necessary during the term of this Agreement. However, the City shall have the option of using another contractor for repair work or complete the work with City staff. When a repair issue presents itself:
- Company shall promptly provide detailed estimate of costs separating materials and labor
 - After approval in writing by the City, the Company shall promptly perform the necessary actions and invoice the City.

- Any repairs required as the result of error on the part of the Company shall be paid for by the Company at no cost to the City.
- All invoices for repair work must be completely itemized and received within ninety (90) days of the completion of the repair.
- If any repair work involves draining and refilling of the pool, the Company must refill the pool using a water hydrant and a hydrant meter, or use a water line that does not have sewer charges attached to it. Failure to do so shall result in the Company being billed for the sewer charges through a deduction on the next payment.

19. INSURANCE/LIABILITY: The Company shall maintain and keep in full force from an insurance company licensed to do business in the State of Maryland the following coverages:

- Worker's Compensation insurance covering all persons engaged on behalf of the Company in the performance of the terms of this Agreement.
- Commercial General Liability insurance in the amount of \$1,000,000 for each accident and \$1,000,000 for each person. This may be included in the umbrella portion of the policy.
- Professional Liability insurance on the lifeguards in the amount of \$1,000,000.
- Company agrees to supply copies of certificates of insurance to the City verifying the above-mentioned insurance coverage. Company agrees to list City on Company's policies as an "Additional Insured" of the Company's General Liability insurance. A copy of the current policy showing the above limits and listing the City as additional insured must be delivered to the City or City's Agent at the time this Agreement is executed.

20. MISCELLANEOUS:

- The Company shall display a sign on the pool premises designating the responsibility to the Company for the pool staff with contact information.
- City agrees to communicate any comments, suggestions, or complaints concerning the pool, pool staff, or management service directly to the Company Management as well as the Pool Manager.
- During the term of the contract, applicable minimum wage may increase. As of January 1, 2024, the minimum wage in Maryland (for employers with 15 or more employees) is the following:

Current	\$15.00/hour
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If State-mandated increases go into effect, the Company may present to the City an Amendment to this Agreement with the additional charges for the PER HOUR lifeguard rate (item "B" of the proposal). City will have thirty (30) days in which to accept or reject the Amendment. If the City does not accept the Amendment, the existing Agreement is voidable at the Company's option.

21. PRE/POST WALK THROUGH: The Company shall invite the City to join them in a complete inspection of the City's facility prior to opening and after the completion of all closing tasks. It shall be the obligation of the Company to provide the City with a detailed and specific account of the current condition as well as potential short term and long term needs of the pool. Upon inspection, the Company shall provide a written report to the City. At the City's request, the Company will perform any repairs listed in the report, in accordance with Section 18 of this Agreement.

22. CLOSING: Unless the City elects otherwise, the pool shall be considered closed to swimmers at the end of Labor Day each year. The Company shall perform all the following duties as soon after Labor Day as may be feasible, but in no case any later than **October 1st**.

- Lower water level below skimmers.
- Drain all pumps and lint strainers.
- Back wash and drain filter tanks.
- Open all valves to appropriate settings.
- Winterize sprayground

- Clean and store City's deck furniture.
- Remove and store skimmer parts.
- Cover all skimmers with gizmos to prevent the buildup of rain water.
- Remove and store all moveable ladders and lifeguard chairs.
- Drain and store hoses.
- Lubricate filter system valves and grease motor bearings.
- Add winterization chemicals to pool to retard algae growth.
- Prepare pool and pool plumbing lines for freeze protection. Company agrees to use common and accepted winterization techniques, but assumes no responsibility for freeze damage if all the proper procedures are followed. Company will inject anti-freeze in skimmers and related fixtures.
- Request a walk-through inspection with City's staff.

City will complete all "fresh water winterizing" in the pool house

23. PRICE PROPOSAL: The Company hereby proposes to perform the work and services as set forth above by this Agreement, specifications, conditions, and terms as set forth herein as follows:

- A. LUMP SUM annual fee for contract management, opening, closing, profit and overhead
- B. PER HOUR rate for management and lifeguards
- C. LUMP SUM annual fee for chemicals and supplies provided by Company

24. PAYMENTS:

Based upon the proposal above and upon receipt of a monthly invoice with adequate documentation, the City will make monthly payments to Company as follows:

- A. 1/8th of annual contract management fee (months of March-October inclusive)
- B. Lifeguard hours *actually used and documented* from the previous month, including pool rentals (provide weekly listing)
- C. 1/4th of annual chemical and supplies fee (months of May, June, July and August only)
- D. Less pool rental user fees (Section 13) and/or liquidated damages (Section 25) from the previous month

City will process issue payment within 30 days of receipt of satisfactory invoices and documentation

25. FAILURE TO PERFORM/LIQUIDATED DAMAGES:

- The City will deduct from funds owed Company the amount of \$500 per day for each calendar day after May 10 that the pool is not ready for Health Department inspection or should fail any Health Department inspection. This will be null and void if the delay is directly caused by the City or its contractors.
- The City will deduct from funds owed Company the amount of \$500 per day for each calendar day after May 10 that the pool manager is not hired and trained.
- The City will deduct from funds owed Company the amount of \$500 per day for each calendar day after May 20 that the pool is not ready for public opening as determined by the City. This will be null and void if the delay is directly caused by the City or its contractors.
- The City will deduct from funds owed Company the amount of \$500 per day for each calendar day throughout the season that there is inadequate number of guards that the pool cannot be opened, or pool amenities cannot be safely operated.
- The City will deduct from the funds owed Company the amount of \$500 per day for each calendar day of the operating season the pool is not ready for public opening as determined by the City. This will be null and void if the delay is directly caused by the City or its contractors.

26. **CANCELLATION:** The City shall have the right to cancel this Agreement with cause immediately upon the commission of an egregious act by the Company, and with or without cause upon thirty (30) day's written notice to the Company. Upon termination, the City shall be entitled to a cancellation fee computed as follows:

Company shall pay the City \$500 for each day for the remainder of the season, until such time as the City shall find replacement contractor to operate the Pool. Payment of the fee in full shall be due within ten (10) days from the date a replacement contractor begins operations at the Pool or the end of the Pool season, whichever shall occur sooner.

27. **CITY CONTACT:** Please direct all Company communications to the following:

City of Hagerstown
Attn: Director of Public Works
1 East Franklin Street
Hagerstown, MD 21740
301-739-8577 Ext 128

28. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Maryland, without regard to its conflicts of laws principles.
29. **ENTIRE AGREEMENT, MODIFICATION, AND BINDING EFFECT:** This Agreement (inclusive of Attachments 1 and 2) constitutes the entire agreement of the parties and supersedes any prior agreements, understandings, or negotiations, written or oral. This Agreement may not be modified or amended except in writing, executed by both parties hereto. This Agreement shall be binding upon and inure to the benefit of the City and the Company and so their respective heirs, successors, and assigns.
30. **ASSIGNMENT:** Neither party shall assign this agreement without the express written consent of the other party.
31. **SEVERABILITY:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of any such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
32. **NONWAIVER:** The City and the Company agree that no failure to exercise and no delay in exercising any right, power, or privilege under this Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this Agreement.
33. **NO DISCRIMINATION:** No action shall be taken by the City, or the Company which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status, or disability.
34. **INDEMNIFICATION:** Company hereby covenants and agrees to indemnify and hold harmless the City from and against any and all losses, damages, costs, and expenses, including, without limitation, attorney's fees and court costs, that may be incurred or suffered by the City as a result of any claim, including, without limitation, a claim for negligence being asserted against the City by any party which arises from, results from, relates directly or indirectly to, or is in any way whatsoever connected with the Company's operation and management of the pool and its obligation and duties under this Agreement.

For the Company:

Signed and dated the ____ day of _____, 2025

Company:

Address: _____

Tax ID#: _____

City, State, Zip: _____

Printed Name: _____

Cell Phone: _____

Title: _____

Office Phone: _____

Signature: _____

E-mail: _____

For the City of Hagerstown:

Signed and dated the ____ day of _____, 2025

Donna Spickler, City Clerk

William McIntire, Mayor

Attachments:

#1 Pool Management Cost Proposal

#2 Pool Rules, Sample Checklists

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

Topic:

Tank Wagon Deliveries - AC&T (Hagerstown, MD):
Bulk Unleaded 87 Octane Gasoline and Bulk No. 2 Diesel Ultra Low Sulfur - Tank Wagon Deliveries - (based on the OPIS price of 9/22/2025) \$ 0.25/unit - Total Cost \$ 695,200.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Signed_Consent_PW_Tank_Wagon_Deliveries.pdf

Description

Signed Consent: Tank
Wagon Delivery



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 25, 2025 Special Session Date: _____

Originating Department: Public Works Division (if applicable): _____

Department Director or Manager: Eric B. Deike

Account/Project Name: Fuel Inventory

Account No: XXXXXXX-5431 CIP Control No. _____

Budget Amount: \$695,200 Account Balance: \$498,738 Unbudgeted Amount: \$0

Fiscal Year: 25/26 Source of Funds: General Fund, Light, Water, Wastewater, Golf

Quantity	Description	Value
1	Bulk Unleaded 87 Octane Gasoline: Tank Wagon Deliveries	\$ 0.25
1	Bulk No. 2 Diesel Ultra Low Sulfu: Tank Wagon Deliveries	\$ 0.25
	Note: Bidders provide pricing based on the OPIS (Oil Price Information Service) price of 9/22/2025. The bid price represents the vendors bid above or below the given "per gallon" price on that particular date.	
	The cost of gasoline and diesel fuel will fluctuate weekly over the course of the 12 month contract beginning on December 1, 2025.	
		\$ 695,200.00
TOTAL VALUE OF PROJECT		\$

ABOVE TO BE USED FOR: Highway use of diesel fuel and gasoline for General Fund departments (Public Works, Engineering, Fire, Police, etc.), Utilities (Water, Wastewater, Light), and other enterprise funds such as Parking.

RECOMMENDED VENDOR: Business Name: AC&T
Business Address: P.O. Box 4217
City/State/Zip: Hagerstown, MD 21741

Bid/Proposal/Quote No.: Washington County PUR-1773 Sole Source? ☐ Yes ☒ No

OTHER VENDORS		
Firm	City/State	Total Amount
Colonial Oil Industries, Inc.	Savannah, GA	\$0.5647/\$0.5647
Pinnacle Petroleum, Inc.	Huntington Beach, CA	\$0.6074/\$0.9435

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
X	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 is a Washington County bid that includes the City. The contract runs from 12/1/2025 through 11/30/2026 spanning multiple fiscal years.

EBDh 11/15/2025
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - need updated W9

Tyler Fene 11/15/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve these costs will cross fiscal years.
Existing approval is included in FY26 budget &
anticipated to continue in
FY27 budget

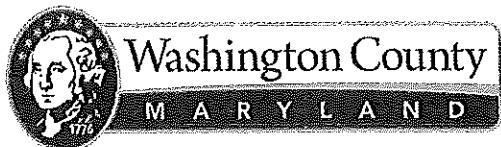
Michelle 11/13/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott McEwan 11/14/25
Signature / Date



Board of County Commissioners of Washington County, Maryland
Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1773) for Gasoline and Diesel Fuel Deliveries

PRESENTATION DATE: November 4, 2025

PRESENTATION BY: Carin Bakner, CPPB, Buyer, Purchasing Department; Zane Rowe, Deputy Director, Washington County Highway Department.

RECOMMENDED MOTION: Move to award the bids for gasoline and diesel fuel transport deliveries under four (4) separate contracts to the responsive, responsible bidders who submitted the lowest bids. Item No. 7 of the bid will be contingent upon individual departmental requirements.

1. Contract for **gasoline tank-wagon deliveries to AC&T Company, Inc. of Hagerstown, MD**, at the unit bidder factor prices as stated in its bid dated October 21, 2025.
2. Contract for **gasoline transport deliveries to Petroleum Traders Corporation of Fort Wayne, IN.**, at the unit bidder factor prices as stated in its bid dated October 21, 2025.
3. Contract for **diesel tank-wagon deliveries to AC&T Company, Inc. of Hagerstown, MD**, at the unit bidder factor prices as stated in its bid dated October 21, 2025.
4. Contract for **diesel transport deliveries to Petroleum Traders Corporation of Fort Wayne, IN.**, at the unit bidder factor prices stated in its bid dated October 21, 2025.

REPORT-IN-BRIEF: The following tabulations listed below were made from the bids received on October 22, 2025, based on the bid factor submitted for the contract period that is tentatively to begin on December 1, 2025, and end on November 30, 2026. The contracts are for a one (1) year term with no option to renew. These are requirements contracts, and the County guarantees neither a maximum nor a minimum quantity.

The Invitation to Bid was advertised on the State of Maryland's eMMA "*eMaryland Marketplace Advantage*" website and the County's new online bidding website (Ionwave/Euna). Eight (8) persons/companies registered/downloaded the bid document online and seven (7) bids were received. The bids were evaluated based on the bidder's bid factor; bids were submitted as per the attached bid tabulation.

DISCUSSION: The contract requirements for the City of Hagerstown, Washington County Public Schools and Hagerstown Community College are also included in the above recommendations. Those entities will also make their own formal contract awards.

FISCAL IMPACT: Funds are available in various departmental operating budgets for this service.

CONCURRENCES: N/A

ATTACHMENTS: Bid Tabulation

PUR-1773

Bulk Gasoline and Diesel Fuel Deliveries

Line	Description	QTY	UOM	Petroleum Traders Corporation Fort Wayne, IN	Tartan Oil LLC Knoxville, IN	Campbell Oil Company Elizabethtown, NC	Mansfield Oil Company of Gainesville, GA	AC&T Company Inc. Hagerstown, MD	Colonial Oil Industries, Inc. Savannah, GA	Pinnacle Petroleum, Inc. Huntington Beach, CA
1	Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Tank-wagon	1	Bid Factor	No Bid	No Bid	No Bid	No Bid	\$0.25	\$0.5647	\$0.6074
2	Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Tank-wagon	1	Bid Factor	No Bid	No Bid	No Bid	No Bid	\$0.25	\$0.5647	\$0.6074
3	Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Transport	1	Bid Factor	-\$0.1268	-\$0.0403	-\$0.0373	\$0.005	\$0.03	-\$0.0594	-\$0.0328
4	Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Transport	1	Bid Factor	-\$0.1026	-\$0.0528	-\$0.0596	\$0.0352	\$0.03	-\$0.0404	-\$0.0328
5	No. 2-D Diesel Ultra Low Sulfur Tank-wagon	1	Bid Factor	No Bid	No Bid	No Bid	No Bid	\$0.25	\$0.5647	\$0.9435
6	No. 2-D Diesel Ultra Low Sulfur Transport	1	Bid Factor	\$0.0266	\$0.0462	\$0.0363	\$0.0563	\$0.045	\$0.0328	\$0.0506
7	Please Add A Note Containing The Required Information Below: Winter Chemical Additive Protection (cost per gallon) Winter Chemical Additive Protection Product Name Manufacturer's Name	1	Per Gallon	\$0.03	\$0.03	\$0.05	\$0.035	\$0.05	\$0.03	\$0.035

Remarks/Exceptions:

Petroleum Traders Corporation - Additive Protection Product Name 137ULSW Manufacturer's Name: Schaeffers
Campbell Oil, LLC - Schaeffer Manufacturing Diesel Treat 2000 Ultra Low Sulfur Winter Premium
AC& T Company, Inc. - Tank Wagon Storage Tank for 89 octane gas is out of service indefinitely. HCC was notified & has been receiving 87 octane gas
AC& T Company, Inc. - Schaeffer Manufacturing 137 ULSW Diesel Treat 2000
Colonial Oil Industries, Inc. - Motiva Winter Blend
Pinnacle Petroleum Inc. - Cold Flow Primrose winter blend

Bids Due: October 22, 2025

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

Topic:

Transport Deliveries - Petroleum Traders Corporation (Fort Wayne, IN):

Bulk Unleaded 87 Octane Gasoline - (-\$0.1268 based on OPIS price of 9/22/2025) average -\$
0.10

Bulk No. 2 Diesel Ultra Low Sulfur - (\$0.0266 based on OPIS price of 9/22/2025) average \$
0.03

Total cost \$ 695,200.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Signed_Consent_PW_Transport_Deliveries.pdf

Description

Signed Consent Transport
Deliveries



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 25, 2025 Special Session Date: _____

Originating Department: Public Works Division (if applicable): _____

Department Director or Manager: Eric B. Deike

Account/Project Name: Fuel Inventory

Account No: XXXXXXX-5431 CIP Control No. _____

Budget Amount: \$695,200 Account Balance: \$498,738 Unbudgeted Amount: \$0

Fiscal Year: 25/26 Source of Funds: General Fund, Light, Water, Wastewater, Golf

Quantity	Description	Value
1	Bulk Unleaded 87 Octane Gasoline: Transport Deliveries (-\$0.1268)	-\$ 0.10
1	Bulk No. 2 Diesel Ultra Low Sulfu: Transport Deliveries (\$0.0266)	\$ 0.03
	Note: Bidders provide pricing based on the OPIS (Oil Price Information Service) price of 9/22/2025. The bid price represents the vendors bid above or below the given "per gallon" price on that particular date.	
	The cost of gasoline and diesel fuel will fluctuate weekly over the course of the 12 month contract beginning on December 1, 2025.	
		\$ 695,200.00
TOTAL VALUE OF PROJECT		\$

ABOVE TO BE USED FOR: Highway use of diesel fuel and gasoline for General Fund departments (Public Works, Engineering, Fire, Police, etc.), Utilities (Water, Wastewater, Light), and other enterprise funds such as Parking.

RECOMMENDED VENDOR: Business Name: Petroleum Traders Corporation
Business Address: 7120 Points Inverness Way
City/State/Zip: Fort Wayne, IN 46804

Bid/Proposal/Quote No.: Washington County PUR-1773 Sole Source? ☐ Yes ☒ No

OTHER VENDORS		
Firm	City/State	Total Amount
Tartan Oil LLC	Knoxville, TN	-\$0.0403/\$0.0462
Campbell Oil Company	Elizabethtown, NC	-\$0373/\$0.0363
Mansfield Oil Company	Gainesville, GA	\$0.005/\$0.0563
AC&T	Hagertown, MD	\$0.03/\$0.045
Colonial Oil Industries, Inc.	Savannah, GA	-\$0.0594/\$0.0328
Pinnacle Petroleum, Inc.	Huntington Beach, CA	-\$0.0328/\$0.0506

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This is a Washington County bid that includes the City. The contract runs from 12/1/2025 through 11/30/2026 spanning multiple fiscal years.

ERH 11/5/2025
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - need updated W9

Tyler Fren 11/13/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - these costs will cross fiscal years; existing approval is included in FY26 budget; anticipated to continue in FY27 budget.

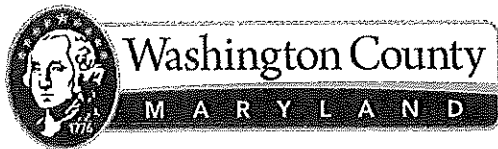
Michelle 11/13/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott McQuinn 11/16/25
Signature / Date



Board of County Commissioners of Washington County, Maryland
Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1773) for Gasoline and Diesel Fuel Deliveries

PRESENTATION DATE: November 4, 2025

PRESENTATION BY: Carin Bakner, CPPB, Buyer, Purchasing Department; Zane Rowe, Deputy Director, Washington County Highway Department.

RECOMMENDED MOTION: Move to award the bids for gasoline and diesel fuel transport deliveries under four (4) separate contracts to the responsive, responsible bidders who submitted the lowest bids. Item No. 7 of the bid will be contingent upon individual departmental requirements.

1. Contract for **gasoline tank-wagon deliveries to AC&T Company, Inc. of Hagerstown, MD**, at the unit bidder factor prices as stated in its bid dated October 21, 2025.
2. Contract for **gasoline transport deliveries to Petroleum Traders Corporation of Fort Wayne, IN.**, at the unit bidder factor prices as stated in its bid dated October 21, 2025.
3. Contract for **diesel tank-wagon deliveries to AC&T Company, Inc. of Hagerstown, MD**, at the unit bidder factor prices as stated in its bid dated October 21, 2025.
4. Contract for **diesel transport deliveries to Petroleum Traders Corporation of Fort Wayne, IN.**, at the unit bidder factor prices stated in its bid dated October 21, 2025.

REPORT-IN-BRIEF: The following tabulations listed below were made from the bids received on October 22, 2025, based on the bid factor submitted for the contract period that is tentatively to begin on December 1, 2025, and end on November 30, 2026. The contracts are for a one (1) year term with no option to renew. These are requirements contracts, and the County guarantees neither a maximum nor a minimum quantity.

The Invitation to Bid was advertised on the State of Maryland's eMMA "*eMaryland Marketplace Advantage*" website and the County's new online bidding website (Ionwave/Euna). Eight (8) persons/companies registered/downloaded the bid document online and seven (7) bids were received. The bids were evaluated based on the bidder's bid factor; bids were submitted as per the attached bid tabulation.

DISCUSSION: The contract requirements for the City of Hagerstown, Washington County Public Schools and Hagerstown Community College are also included in the above recommendations. Those entities will also make their own formal contract awards.

FISCAL IMPACT: Funds are available in various departmental operating budgets for this service.

CONCURRENCES: N/A

ATTACHMENTS: Bid Tabulation

PUR-1773
Bulk Gasoline and Diesel Fuel Deliveries

Line	Description	QTY	UOM	Petroleum Traders Corporation Fort Wayne, IN		Tartan Oil LLC Knoxville, IN		Campbell Oil Company Elizabethtown, NC		Mansfield Oil Company of Gainesville, GA		AC&T Company Inc. Hagerstown, MD		Colonial Oil Industries, Inc. Savannah, GA		Pinnacle Petroleum, Inc. Huntington Beach, CA	
				Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit
1	Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Tank-wagon	1	Bid Factor	No Bid		No Bid		No Bid		No Bid		\$0.25		\$0.5647		\$0.6074	
2	Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Tank-wagon	1	Bid Factor	No Bid		No Bid		No Bid		No Bid		\$0.25		\$0.5647		\$0.6074	
3	Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Transport	1	Bid Factor	-\$0.1268		-\$0.0403		-\$0.0373		\$0.005		\$0.03		-\$0.0594		-\$0.0328	
4	Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Transport	1	Bid Factor	-\$0.1026		-\$0.0528		-\$0.0596		\$0.0352		\$0.03		-\$0.0404		-\$0.0328	
5	No. 2-D Diesel Ultra Low Sulfur Tank-wagon	1	Bid Factor	No Bid		No Bid		No Bid		No Bid		\$0.25		\$0.5647		\$0.9435	
6	No. 2-D Diesel Ultra Low Sulfur Transport	1	Bid Factor	\$0.0266		\$0.0462		\$0.0363		\$0.0563		\$0.045		\$0.0328		\$0.0506	
7	Please Add A Note Containing The Required Information Below: Winter Chemical Additive Protection (cost per gallon) Winter Chemical Additive Protection Product Name Manufacturer's Name	1	Per Gallon	\$0.03		\$0.03		\$0.05		\$0.035		\$0.05		\$0.03		\$0.035	

Remarks/Exceptions:

Petroleum Traders Corporation - Additive Protection Product Name 137ULSW Manufacturer's Name: Schaeffers
Campbell Oil, LLC - Schaeffer Manufacturing Diesel Treat 2000 Ultra Low Sulfur Winter Premium
AC& T Company, Inc. - Tank Wagon Storage Tank for 89 octane gas is out of service indefinitely. HCC was notified & has been receiving 87 octane gas
AC& T Company, Inc. - Schaeffer Manufacturing 137 ULSW Diesel Treat 2000
Colonial Oil Industries, Inc. - Motiva Winter Blend
Pinnacle Petroleum Inc. - Cold Flow Primrose winter blend

Bids Due: October 22, 2025

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

Topic:

Light - Distribution Line Transformers -- United Utility Supply (Chambersburg, PA) \$44,376.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Signed_Consent_Uilities_Light_Distribution_Line_Transformers.pdf

Signed Consent Light
Distribution Line
Transformer

202511_Distribution_Transformers.pdf

CONSENT
DISTRIBUTION
TRANSFORMERS

[illegible]

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

(1) Department Director and Division Manager

COMMENTS Recommend approval. The blanket contract with UUS was extended through FY26. Individual prices are subject quarterly adjustments.


Digitally signed by Nathan Fridinger
Date: 2025.11.12 09:36:46 -05'00'

Signature / Date

Nancy Hausrath

Digitally signed by Nancy Hausrath
DN: ou=City of Hagerstown, o=City of Hagerstown, cn=Nancy Hausrath, email=nh@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.11.12 09:45:35-05'00'
Foxit PDF Editor Version: 13.2.1

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - need updated w/

 11/13/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

 11/13/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

 1/14/25

Signature / Date

Tyler French

From: Scott Shull <sshull@uus.coop>
Sent: Monday, November 3, 2025 10:40 AM
To: Jason Bachtell
Cc: Nathan Fridinger; Michelle Lloyd; James Cline
Subject: RE: Pad Mounted Transformer RFQ

Good morning, All,

Ermco part#E07827A7AIOOK6 500KVA 13800/7970 480/277 3PH Unit \$22,188.00ea. Lead time is 13-15wks.

Let me know if you have any questions.

Thanks...

From: Jason Bachtell <jbachtell@hagerstownlight.org>
Sent: Thursday, October 30, 2025 3:48 PM
To: Scott Shull <sshull@uus.coop>
Cc: Nathan Fridinger <Nfridinger@hagerstownlight.org>; Michelle Lloyd <mlloyd@hagerstownlight.org>; James Cline <jcline@hagerstownlight.org>
Subject: Pad Mounted Transformer RFQ

Hi Scott,

We need to place an order for (2) – 500kva 277/480v padmounted transformers per our blanket bid. Still good on other units.

Please provide an official quote and lead time for these units for us to create a requisition and ultimately a PO.

I will be out of the office, returning 11/13 so please “reply all” so Nathan can get this before City council for approval. We likely won’t have a PO until December, but if the build clock can start now, that’d be fantastic.

Thank you.



Jason M. Bachtell
Electrical Engineering Manager
Phone:
External: 301-790-2600
Internal : 567
Email: jbachtell@hagerstownlight.org
425 E Baltimore St
Hagerstown, MD 21740

www.hagerstownlight.org



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

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Light - Consulting Services - FY26 Blanket Contract Increase -- GDS Associates, Inc. (Marietta, GA) \$150,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Signed_Consent_Utilities_Light_Consulting_Services_FY26_Blanket_Contract_Increase_GDS_Associates.pdf	Signed Consent Consulting
202511_FY26_Consulting_Services_Blanket_Contract_Increase.pdf	CONSENT GDS CONSULTING SERVICES

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval to increase FY26 budget to be used as needed.

Nathan Fridinger
Digitally signed by Nathan Fridinger
Date: 2025.11.12 09:37:04 -05'00'

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Justice Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document.
Location:
Date: 2025.11.12 09:42:59 -05'00'
Foxit PDF Editor Version: 13.2.1

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - need updated w9

Tyler Fera 11/13/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - adequate funding has been identified to cover these costs

Michelle Hahn 11/13/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott McNamee 11/14/25
Signature / Date

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Water: Annual Contract Renewal for Generator Preventive Maintenance – Fidelity Power Systems (Sparks, MD)
\$15,732.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Signed_Consent_Uilities_Water_Annual_Contract_Renewal_Generator_Preventive_Maintenance.pdf

Signed
Consent
Contract
Renewal
Generator
Maintenance

CONSENT_FIDELITY_ANNUAL_CONTRACT_MAINT_11252025.pdf

CONSENT
FIDELITY
ANNUAL
MAINT
11252025

MASTER_PROPOSAL_1-YEAR_(1).pdf

FIDELITY
PROPOSAL

[illegible]

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funding is available in the FY26 operating budget for this planned work.

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.11.11 15:51:44-0500
Foxit PDF Editor Version: 13.2.1

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.11.11 15:52:04-0500
Foxit PDF Editor Version: 13.2.1

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - need updated wq

Tyler J. Freese 11/13/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle J. Freese 11/13/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott McEnaney 11/14/25
Signature / Date



Proposed Generator Maintenance Agreement

Date:

11/3/2025

Agreement Number:

K212207, K212208, K213288, K214155, K224086

Prepared for:

HAGERSTOWN WATER
ATTN: DUANE BARTLES
51 WEST MEMORIAL BLVD
HAGERSTOWN, MD 21740

Prepared by:

Jens Maly
443-935-7010
jmaly@fidelity-ps.com

Executive Summary

Dear Duane,

Thank you for the opportunity to offer the following proposal for your consideration and acceptance.

A reliable planned maintenance program is essential in preventing unexpected equipment failure and expensive unplanned repairs. The cost of a planned maintenance program is very small, when it is compared to the liability involved, should your generator fail during a power outage.

With over 40 years of experience serving the Mid-Atlantic region, Fidelity Power Systems® is dedicated to providing you personalized, white glove service. Our number one goal is your satisfaction.

An important component to our customer service is our steadfast commitment to the Culture of Safety. To ensure that our working environments are safe, we continuously implement aggressive and up-to-date safety procedures, offer safety training to everyone from senior management to field personnel, and conduct regular, on-site inspections. These efforts are intended to go above and beyond the safety of our team members and customers, giving everyone peace of mind that their work environments are handled with the most stringent safety guidelines and procedures. In addition, we use several precautionary measures, as outlined by CDC, to provide the highest standards of safety and hygiene while providing service at your facility.

If this proposal meets with your approval, please sign and return the agreement to my attention. We will countersign and return a full copy for your records. If you have any questions or comments, please give us a call. We look forward to hearing from you soon.

We look forward to hearing from you soon.

Respectfully,



Jens Maly
Fidelity Power Systems

MULTI-YEAR PROGRAMS

SERVICES	SELECT	SELECT PLUS	ADVANCED
Preferred Service Rates	☒	☒	☒
Priority Emergency Response Time	☒	☒	☒
Preferred Rental Rates	☒	☒	☒
Multi-Point Operational Inspection	☒	☒	☒
Engine Oil & Filter Changes	☒	☒	☒
Fluid Analysis & Reporting (Oil, Coolant, & Fuel As Applicable)	☒	☒	☒
Remote Monitoring & Reporting Service	Optional Upgrade	Optional Upgrade	Optional Upgrade
Load Bank Test	Not Included	☒	Optional Upgrade
Battery Replacement	Not Included	Not Included	Optional Upgrade
Replace Belts, Hoses, Coolants, & Thermostats	Not Included	Not Included	Optional Upgrade
Automatic Transfer Switch Cleaning & Lubrication	Not Included	Not Included	Optional Upgrade
Diesel Fuel System Cleaning	Not Included	Not Included	Optional Upgrade
Infrared Scanning	Not Included	Not Included	Optional Upgrade
Emissions Testing	Not Included	Not Included	Optional Upgrade

MULTI-POINT OPERATIONAL INSPECTION INCLUDES:

Engines

- Check with customer for known issues.
- Visual inspection.
- Check all belts, adjust as needed.
- Check all hoses and upgrade rubber block heater hoses as needed.
- Inspect cooling system, test antifreeze, and change filter if equipped.
- Inspect and replace air filters (up to 200 kW) as needed.
- Inspect block heater for proper operation.
- Check lube oil level, change oil and filters on annual basis.
- Top off all fluids as needed.
- Inspect/test fuel system, replace fuel filter annually.
- Inspect battery, applicable cables, and connections.
- Inspect exhaust system.
- Test run engine to normal operating temperature and verify operation.
- Check all ignition components.

Generators

- Inspect all components.
- Test run system and adjust voltage and Hz.

Automatic Transfer Switches

- Visually inspect switch.
- Transfer load to emergency.
- Check time delay and overall operation.
- Return system to automatic and advise of any needed repairs.

ADVANTAGES OF A MULTI-YEAR PROGRAM:

- Guaranteed fixed/stable pricing for duration of contract.
- Substantial savings for all services included in contract vs. paying individually off contract.
- Proactive scheduling per manufacturer recommendation.
- No interruption of services, providing peace of mind for the duration of the contract.
- Flexible billing (semi-annual & year-to-year options available).

CLARIFICATIONS:

Preferred Service Rates: For any optional upgrades selected and/or work executed (outside of the maintenance program) will be performed at a discounted labor rate.

Priority Emergency Response Time: 24/7/365 emergency generator and switchgear service.

Optional Upgrades: When selected, this work to be performed and invoiced as part of the maintenance program.

Load Bank Test: Completed as per NFPA guidelines unless otherwise requested.

Preferred Rental Rates: Preferred rates apply to available rental generators (20 – 1MW), automatic transfer switches, cable, and light towers through Fidelity Power Systems.

RECOMMENDED SERVICES

LOAD BANK TESTING:

Our resistive load bank testing simulates real loads without interruption. At a minimum, emergency power systems should be tested under full load at least once a year. Annual load bank testing can prevent costly, unexpected system issues and provides assurance that the genset will work properly when you need it most. Additionally, it verifies genset capabilities (as opposed to just routinely starting it up), helps to avoid wet stacking, cleans out carbon deposits, and verifies the engine cooling systems will perform while under load. This is an especially important service for those buildings that require Joint Commission Compliance.

COOLANT SYSTEM MAINTENANCE: Replace Belts, Hoses, Coolants, and Thermostats:

When a generator isn't cooling efficiently, it can overheat, causing the engine to struggle. This makes it run sluggishly, labor harder, and potentially wear down faster. It's critical for the cooling system of a generator to be properly maintained to avoid sudden failure and costly repairs. Second, the battery, the most common point of failure in a generator is the Coolant System. Industry recommendation is to replace the engine's belts, hoses, coolant, and thermostat every three years. Our goal is to replace aging satisfactory parts with new factory OEM parts every fourth year to help prevent any kind of system failure and maintain the system's reliability and functionality. Additionally, we use a four-year extended life coolant, which reduces the overall cost of coolant replacement.

AUTOMATIC TRANSFER SWITCH CLEANING

The Automatic Transfer Switch serves as the most critical element of the backup power generation system. If the transfer switch is inoperable, your entire system is down. It is highly recommended to include transfer switch cleaning as part of your maintenance plan. To ensure your ATS is in optimum working condition, our tech will provide thorough inspection, cleaning, disassemble & lubrication of the transfer mechanism as well as tightening of all load connections.

AUTOMATIC TRANSFER SWITCH ANALYSIS via INFRARED IMAGING

Technicians use an infrared camera to detect hot spots caused by defects in connections and components. The conditions detectable by an infrared inspection include loose/deteriorated connections, overloads, open circuits, unbalanced loads, inductive heating, harmonics, and defective equipment. This is an absolute must for any maintenance plan.

BATTERY REPLACEMENT:

Battery life expectancy for a standby generator is three years. Through this service, we replace an aging satisfactory battery with a new one, as to prevent unexpected start-up system issues. Over time, batteries lose their ability to hold a charge even if they appear fine during routine checks. Swapping out the battery before it fails ensures reliable startup performance, avoiding costly downtime.

FUEL FILTERING & FUEL SYSTEM CLEANING:

Scheduled fuel cleaning can significantly lower system repair costs. Our program includes a biodor additive which helps prevent microbial growth, in turn preserving fuel quality. Additional benefits from fuel polishing and filtration include better lubricity and more efficient fuel performance, reduced fuel filter clogging, prevention of corrosion and carbon build-up, minimized harmful emissions, and cleaner, more efficient fuel.

REMOTE MONITORING SERVICE:

95% of generator failures can be avoided with Remote Monitoring. Fidelity Power Systems provides a 24/7/365 wireless remote monitoring platform that allows you to easily stay connected with your generator, from anywhere, through a web-based portal that provides real time updates. Accessible from anywhere in the world with an internet connection, Fidelity Remote Monitoring provides instant notifications via email, SMS messaging, and its mobile cellular reporting provides up-to-date alarm notifications, as well as status and history reports.

Inventory of Equipment

Assets							
K#	Equipment	Manufacturer	Model	Serial#	Rating	Location	TOTAL
K212207	GENERATOR	SPECTRUM	20DS/PA192004	387234	20KW	PS # RCW PLANT	\$2456
K212208	GENERATOR	KOHLER	275REOZJE	2327601	275KW	PS # 4	\$3372
K213288	GENERATOR	MQ POWER	DCA-300SSK-4	3802154	300KW	PS # 3	\$3694
K214155	GENERATOR	DOOSAN	G325	450209UAXE44	260KW	PS # 6	\$3567
**K224086	GENERATOR	REHLKO	40REOZK	33FYGMNM0004	40KW		\$2643
TOTAL:							\$15,732

**** NEW GENERATOR ****

Tasking

1-Year SELECT PLUS - 2

One Inspections, One Full PM, Fuel Analysis, Oil Analysis, 2HR Load Bank

Inspection: Once a year, we will perform a 25-point standalone inspection where we check the filters, fluid levels, belts, batteries, etc. We will always ask you if we can transfer load to ATS during this inspection.

Full PM: Once a year, we will drain the oil and replace, change the filters, as well as perform another 25-point inspection. Load transfer is also offered at this service.

Load Bank Testing:

Our resistive load bank testing simulates real loads without interruption. At a minimum, emergency power systems should be tested under full load at least once a year. Annual load bank testing can prevent costly, unexpected system issues and provides assurance that the genset will work properly when you need it most. Additionally, it verifies genset capabilities (as opposed to just routinely starting it up), helps to avoid wet stacking, cleans out carbon deposits, and verifies the engine cooling systems will perform while under load. This is an especially important service for those buildings that require Joint Commission Compliance.

Maintenance Agreement For Power Generator

Company

Fidelity Power Systems
25 Loveton Circle
Sparks, MD 21152

Ph: 443-935-7010

Proposal Date: 11/3/2025

Agreement Number: K212207, K212208, K213288, K214155,
K224086

Bill To Identity	Agreement Location
WATER DEPARTMENT - ADMIN 51 WEST MEMORIAL BLVD HAGERSTOWN, MD 21740 ATTN: DUANE BARTLES 301-739-8577 EXT 680 dbartles@hagerstownmd.org	WATER DEPARTMENT – WATER FUND 51 WEST MEMORIAL BLVD HAGERSTOWN, MD 21740 ATTN: DUANE BARTLES 301-739-8577 EXT 680 dbartles@hagerstownmd.org

TOTAL: \$15,732

Does not include applicable sales tax

Tax Exempt ID:

PO# _____

Effective date of 12/1/2025 through 11/30/2026.

This Agreement is the property of Fidelity Power Systems and is provided for Customer's use only. Fidelity Power Systems guarantees the price stated in this Agreement for fifteen (15) days from proposal date above. This Agreement is for an initial term of 1 years and shall renew for successive one-year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor



Signature (Authorized Representative)

Jens Maly

Name (Print/ Type)

443-935-7010

Phone

11/3/2025

Date

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#

Exclusions

Unless otherwise stated in the Agreement or Special Provisions as being specifically included the following are excluded:

Main power to the equipment disconnect, ductwork and insulation, any Utility (electric, gas, water, or sewer) wiring, crane services, temporary cooling, explosion proof equipment, water treatment/chemicals, boiler inspection certifications, any asbestos removal, any proprietary controls, changes to safety or work rules due to changes in regulations or changes in Customer interpretation of regulations or changes in Customer enforcement of regulations, equipment structural supports, oil storage tanks and cleaning interior of system(s) ductwork.

All equipment, components and supporting systems NOT specifically listed on the Asset Maintenance Schedule. Loss of, partial failure of or insufficient capacity of utilities such as, but not limited to, electrical service, open circuit breakers or fuses external to those listed on the equipment list, water service, fuel sources, or other building faults and malfunctions. External power wiring, circuit breakers, and disconnects supplying electrical service to the listed equipment. Refinishing, repair, replacement, cleaning, or modification of duct work louvers, cabinetry, housings, bases, mountings, foundations, supporting structures, trim or decorations. All emergency freight and expediting charges. Additional maintenance and adjustments required by the Customer. The cost of providing a rental generator while the permanent generator is being repaired. Maintenance on a Fire Pump covers the DIESEL ENGINE ONLY. Service Contractor is not responsible for damage to roofing as a result of leaks, equipment failure, or component failure; however, we will make every effort to protect the area while services are performed.

Clarifications

Customer shall permit Service Contractor free and timely access to areas and the Covered Equipment and allow Service Contractor to start and stop the Covered Equipment as necessary to perform required services. Customer is responsible for providing adequate and legal parking arrangements for our technicians during service visits. This includes ensuring that suitable parking is available in close proximity to the industrial generators and that access routes are free from obstruction. Any costs incurred by Service Contractor for delays (e.g., labor hours), additional costs or fees, and/or penalties (e.g., parking fines) incurred due to the lack of suitable parking or site access will be the responsibility of Customer. In cases where specialized access or permits are required, Customer must arrange and pay for such access or permits in advance to avoid service interruptions.

Used oil, coolant, and filters removed from contracted equipment is recycled utilizing a third-party vendor in accordance with EPA guidelines.

The Agreement price is conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs and service recommended by the Service Contractor, the Service Contractor may either remove the unacceptable system(s) component(s) or part(s) from the scope of this Agreement and adjust the annual Agreement price or terminate this Agreement.

This Agreement applies only to the maintainable/moving components of the system(s). Repair or replacement of non-maintainable/non-moving parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, heat exchangers, evaporator or condenser coils, refrigerant (piping and leaks), main power service and electrical wiring, electrical boards, gas valves, structural supports, tube bundles, oil storage tanks, and other similar items are excluded from labor and parts coverage.

This Agreement does not include responsibility for the design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out

main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s) requirements of governmental regulatory or insurance agencies, or other causes beyond control of Service Provider.

Our normal business hours are from 7:00 AM to 4:00 PM, Monday through Friday. All normal service and maintenance will be performed during these regular business hours. Cancelled service calls will be billed for a minimum of one hour.

Should the Customer require service during a time other than the above stated business hours, the Customer shall pay the service contractor the additional overtime portion of the normal service rates. Normal overtime is time and a half or the normal service rate times 1.5. Saturday from 5:00 PM to Monday 2:00 AM and holidays are double the time. If the selected maintenance agreement includes labor cost, then the Customer must pay only the overtime portion of the labor.

The Customer will be responsible for any price increases that the Service Contractor incurs because of any tariffs imposed on the equipment and materials reflected in its scope of work, including any tariffs on any component parts of the equipment and materials. In the event the Service Contractor incurs any such tariff-related price increase, the Customer will issue a change order to the Service Contractor to adjust the contract price to reflect the tariff-related price increase.

The Service Contractor, as a convenience to the Customer, accepts payments via most major credit cards. In the event the Customer wishes to pay Service Contractor by credit card, Customer agrees to reimburse the Service Contractor a surcharge of 4% of the amount of the invoice being charged (or to the extent permissible by law) if the Customer uses any major credit card, and the Customer authorizes Service Contractor to add the applicable surcharge to the credit card transaction.

Select Plus Terms and Conditions

Throughout this Agreement:

Hagerstown Water Department shall be known as the Customer.

Fidelity Power Systems shall be known as the Service Contractor.

These terms and conditions of the Agreement (the "Agreement") and all of the sections included, are integral parts of and form the Agreement between the Service Contractor and the Customer. In the event the Customer seeks to have the Service Contractor enter into a separate written contract for the scope of work of this Agreement, then: (1) the separate written contract must be acceptable to the Contractor; (2) the entire Agreement shall be attached to and incorporated by reference in such separate written contract; (3) to the extent that there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the separate written contract, the terms and conditions of this Agreement shall control; and (4) if the Contractor and the Customer are unable to agree upon a mutually acceptable separate written contract, the Contractor shall have the right to rescind the quote included with this Agreement without liability to the Contractor.

The Service Contractor accepts the care of the equipment listed in the Asset Maintenance Schedule (the "Covered Equipment") as applicable to the Program. The Covered Equipment shall be maintained in the condition that exists at the beginning of the Term. Any defective components, excessive wear, maladjustments, improper installation, improper design, service by others, improper operation, or misapplication, shall not be considered the responsibility of the Service Contractor, other than normal Preventive Maintenance. Repairs and service required in restoring the Covered Equipment's capacity, reliability, design efficiency, or other shortcomings shall only be repaired with authorization and invoiced at normal service rates in addition to vehicle and other related service charges.

The Customer agrees to employ the Service Contractor exclusively for the service and repair work of the Covered Equipment and promptly notify the Service Contractor of any condition of the Covered Equipment that is unusual or that may adversely affect its operation and reliability. Any alterations, additions, adjustments, or repairs made by others, unless authorized or agreed upon by the Service Contractor in writing, will be cause for Service Contractor to terminate or renegotiate the Service Contractor's obligation under this Agreement. This Agreement shall not include maintenance, repairs, service or replacements necessitated by any loss or damage resulting from any cause beyond the control of the Service Contractor, including but not limited to damage or loss due to lack of water, freezing, loss or insufficient electric power or fuel source, hail, flood, windstorm, excessive rain, snow, freezing weather, lightning, earthquake, theft, fire, riots of any origin, strikes, wars, misuse, negligence by person(s) other than those representing the Service Contractor, vandalism, acts of government, building code requirements, insurance company requirements, unauthorized adjustments or repairs, or any other peril or act of God. The cost of all repairs, modifications, or alterations necessitated by the above shall be the responsibility of the Customer and payable to the Service Contractor at Service Contractor's current service rates in addition to vehicle and other related service charges.

All reasonable efforts shall be extended in performing the service as requested by the Customer, but the Service Contractor shall not be liable for any losses or consequential damage that arise out of delays, misuse by the Customer, or the Customer's agents or employees. Replacement and installation of equipment, components, or accessories that fail to provide satisfactory performance due to obsolescence or design conditions are not included in the scope of the Agreement.

The Customer agrees to pay the Service Contractor as set forth in the Agreement. The terms of payment for all other invoices submitted by the Service Contractor are net thirty (30) days from the Customer's receipt of such invoice. The Customer's obligation to pay the Contractor shall not be contingent upon or delayed by prior payment of a third-party, including but not limited to any

insurance companies or the Customer's client. In the event that the Customer objects to the charges in any invoice, the Customer shall notify the Contractor in writing the basis for such objection within fifteen (15) days of its receipt of such invoice, and if the Customer fails to provide written notice within such timeframe, the Customer's objection shall be deemed waived, and the invoice shall be deemed due and payable for the amount of such invoice. Unless the Agreement specifically states otherwise, the prices in this Agreement do not include sales tax, and to the extent sales tax is applicable to any services, materials and/or equipment, such sales tax will be listed separately on the Service Contractor's invoices, and the Customer agrees to pay for all applicable sales taxes. The prices in this Agreement do not include any costs associated with using any invoicing software, portals or services required by the Customer or of any requirement by the Customer for the Service Contractor to procure additional insurance or higher limits of insurance than are typically carried by the Service Contractor, and to the extent there are any costs incurred by the Service Contractor to comply with such requirements, the Customer agrees to reimburse the Service Contractor for such costs. The Customer further agrees to pay finance charges of 1½ % per month for invoices not paid within 30 days of the invoice date. In the event that the Customer fails to pay the Service Contractor in accordance with the agreed payment terms: (1) the Service Contractor may, at its sole discretion, stop all work under this Agreement and any other Agreement between the Service Contractor and the Customer until such time as the Customer's account is brought current; and (2) the Customer agrees to reimburse the Service Contractor for any and all costs of collection of the outstanding balance, including but not limited to the Service Contractor's attorneys' fees, expert fees, court costs and any other legal expenses that the Service Contractor incurs, even if the costs of collection exceed the outstanding balance. The Service Contractor and the Customer agree that in the event a dispute arises with respect to this Agreement, such dispute shall be resolved in a court of competent jurisdiction in the county in which Service Contractor's home office is located and this Agreement shall be governed and interpreted by the laws of the state in which Service Contractor's home office is located, exclusive of its conflict of laws principles. THE SERVICE CONTRACTOR AND THE CUSTOMER EXPRESSLY CONSENT TO THE PERSONAL JURISDICTION OF THE AFORMENTIONED STATE, AGREE TO THE AFOREMENTIONED COUNTY AS THE APPROPRIATE VENUE FOR DISPUTES, AND IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY IN CONNECTION WITH THIS AGREEMENT.

Where the Service Contractor renders service for the Customer other than those services specified in the Program, the Customer agrees to pay for such services at the Service Contractor's current service rates in addition to vehicle and other related service charges. Loss of time or productivity due to unexpected events that may restrict or limit access to the Covered Equipment, associated equipment or components shall be invoiced at the current service rates in addition to vehicle and other related service charges. The fees and surcharges set forth in this Agreement are estimates based on the market conditions at the time that this Agreement was entered. Service Contractor will use reasonable efforts to maintain the fees and surcharges as estimated in this Agreement. However, due to severe fluctuations in material, equipment and fuel costs, Service Contractor reserves its right to modify the fees and surcharges during the term of the Agreement with regard to any services rendered for the Customer, other than those services specified in the Program.

The term of this Agreement (the "Term") is designated on the signature page of the Agreement. The Customer and the Service Contractor agree that the Term or any renewal term thereafter shall automatically renew for a one- year period ("Renewal Term") under the same terms and conditions of the Agreement, and subject to adjustment at the commencement of each Renewal Term to reflect increases in labor, material and other costs, unless the Agreement is terminated in writing by either the Customer or the Service Contractor no less than thirty (30) days prior to the expiration of the current Term or Renewal Term. If any of the rates to be charged by the Service Contractor and/or vehicle and other related service charges for the upcoming Renewal Term will change, the Service Contractor will notify the Customer of such changes in writing.

The Service Contractor's liability hereunder shall not exceed the annual cost of this Agreement, except in the event where damage to the Covered Equipment has been caused by the Service Contractor while performing routine maintenance or service, and then only to the extent of the replacement parts and installation thereof. In no event shall the Service Contractor be liable for consequential damages or losses, including but not limited to loss of profits, loss of use of the Covered Equipment, loss of the use of any associated

or supported equipment, high or unusual utility cost, investment cost of substitute facilities, or rental of equipment. During the Term of the Agreement, the Service Contractor agrees to either repair or replace any defective work performed by the Service Contractor. The determination as to whether such work is to be repaired or replaced is within the sole discretion of the Service Contractor. Unless otherwise agreed to in writing by the Service Contractor and the Customer, upon the termination of this Agreement or the expiration of the Term, whichever occurs first, the Service Contractor shall have no further obligations to repair or replace work performed during the Term, and Customer shall be responsible for maintaining the Covered Equipment upon the termination of this Agreement or the expiration of the Term, whichever occurs first. Any warranty of the materials, parts and equipment installed by Service Contractor

shall be subject to the manufacturers' standard warranty terms, if any, and Customer's exclusive remedy with respect to any claims of defects in such materials, parts or equipment shall be governed by the manufacturers' standard warranty. To the fullest extent permitted by law, the Customer shall defend, indemnify and hold harmless the Service Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of the Customer, anyone directly or indirectly employed by the Customer, or anyone for whose acts the Customer may be liable, regardless of whether it is caused in part by the negligence of the Service Contractor. Further and notwithstanding the preceding sentence, the Service Contractor shall be held harmless by the Customer and shall not be liable to the Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at the Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

The Customer agrees to not solicit or hire employees of Service Contractor and/or the Service Contractor's subcontractors for itself and/or for any corporation, which Customer now represents or with which Customer now or may later be affiliated during the term of this Agreement and for a period of one year after the termination of the Agreement.

PANDEMIC AND EPIDEMIC PRECAUTIONS

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

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

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



Proposed Generator Maintenance Agreement

Date:

11/3/2025

Agreement Number:

K212207, K212208, K213288, K214155, K224086

Prepared for:

HAGERSTOWN WATER
ATTN: DUANE BARTLES
51 WEST MEMORIAL BLVD
HAGERSTOWN, MD 21740

Prepared by:

Jens Maly
443-935-7010
jmaly@fidelity-ps.com

Executive Summary

Dear Duane,

Thank you for the opportunity to offer the following proposal for your consideration and acceptance.

A reliable planned maintenance program is essential in preventing unexpected equipment failure and expensive unplanned repairs. The cost of a planned maintenance program is very small, when it is compared to the liability involved, should your generator fail during a power outage.

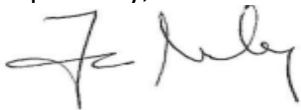
With over 40 years of experience serving the Mid-Atlantic region, Fidelity Power Systems® is dedicated to providing you personalized, white glove service. Our number one goal is your satisfaction.

An important component to our customer service is our steadfast commitment to the Culture of Safety. To ensure that our working environments are safe, we continuously implement aggressive and up-to-date safety procedures, offer safety training to everyone from senior management to field personnel, and conduct regular, on-site inspections. These efforts are intended to go above and beyond the safety of our team members and customers, giving everyone peace of mind that their work environments are handled with the most stringent safety guidelines and procedures. In addition, we use several precautionary measures, as outlined by CDC, to provide the highest standards of safety and hygiene while providing service at your facility.

If this proposal meets with your approval, please sign and return the agreement to my attention. We will countersign and return a full copy for your records. If you have any questions or comments, please give us a call. We look forward to hearing from you soon.

We look forward to hearing from you soon.

Respectfully,



Jens Maly
Fidelity Power Systems

MULTI-YEAR PROGRAMS

SERVICES	SELECT	SELECT PLUS	ADVANCED
Preferred Service Rates	☒	☒	☒
Priority Emergency Response Time	☒	☒	☒
Preferred Rental Rates	☒	☒	☒
Multi-Point Operational Inspection	☒	☒	☒
Engine Oil & Filter Changes	☒	☒	☒
Fluid Analysis & Reporting (Oil, Coolant, & Fuel As Applicable)	☒	☒	☒
Remote Monitoring & Reporting Service	Optional Upgrade	Optional Upgrade	Optional Upgrade
Load Bank Test	Not Included	☒	Optional Upgrade
Battery Replacement	Not Included	Not Included	Optional Upgrade
Replace Belts, Hoses, Coolants, & Thermostats	Not Included	Not Included	Optional Upgrade
Automatic Transfer Switch Cleaning & Lubrication	Not Included	Not Included	Optional Upgrade
Diesel Fuel System Cleaning	Not Included	Not Included	Optional Upgrade
Infrared Scanning	Not Included	Not Included	Optional Upgrade
Emissions Testing	Not Included	Not Included	Optional Upgrade

MULTI-POINT OPERATIONAL INSPECTION INCLUDES:

Engines

- Check with customer for known issues.
- Visual inspection.
- Check all belts, adjust as needed.
- Check all hoses and upgrade rubber block heater hoses as needed.
- Inspect cooling system, test antifreeze, and change filter if equipped.
- Inspect and replace air filters (up to 200 kW) as needed.
- Inspect block heater for proper operation.
- Check lube oil level, change oil and filters on annual basis.
- Top off all fluids as needed.
- Inspect/test fuel system, replace fuel filter annually.
- Inspect battery, applicable cables, and connections.
- Inspect exhaust system.
- Test run engine to normal operating temperature and verify operation.
- Check all ignition components.

Generators

- Inspect all components.
- Test run system and adjust voltage and Hz.

Automatic Transfer Switches

- Visually inspect switch.
- Transfer load to emergency.
- Check time delay and overall operation.
- Return system to automatic and advise of any needed repairs.

ADVANTAGES OF A MULTI-YEAR PROGRAM:

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- Substantial savings for all services included in contract vs. paying individually off contract.
- Proactive scheduling per manufacturer recommendation.
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When a generator isn't cooling efficiently, it can overheat, causing the engine to struggle. This makes it run sluggishly, labor harder, and potentially wear down faster. It's critical for the cooling system of a generator to be properly maintained to avoid sudden failure and costly repairs. Second, the battery, the most common point of failure in a generator is the Coolant System. Industry recommendation is to replace the engine's belts, hoses, coolant, and thermostat every three years. Our goal is to replace aging satisfactory parts with new factory OEM parts every fourth year to help prevent any kind of system failure and maintain the system's reliability and functionality. Additionally, we use a four-year extended life coolant, which reduces the overall cost of coolant replacement.

AUTOMATIC TRANSFER SWITCH CLEANING

The Automatic Transfer Switch serves as the most critical element of the backup power generation system. If the transfer switch is inoperable, your entire system is down. It is highly recommended to include transfer switch cleaning as part of your maintenance plan. To ensure your ATS is in optimum working condition, our tech will provide thorough inspection, cleaning, disassemble & lubrication of the transfer mechanism as well as tightening of all load connections.

AUTOMATIC TRANSFER SWITCH ANALYSIS via INFRARED IMAGING

Technicians use an infrared camera to detect hot spots caused by defects in connections and components. The conditions detectable by an infrared inspection include loose/deteriorated connections, overloads, open circuits, unbalanced loads, inductive heating, harmonics, and defective equipment. This is an absolute must for any maintenance plan.

BATTERY REPLACEMENT:

Battery life expectancy for a standby generator is three years. Through this service, we replace an aging satisfactory battery with a new one, as to prevent unexpected start-up system issues. Over time, batteries lose their ability to hold a charge even if they appear fine during routine checks. Swapping out the battery before it fails ensures reliable startup performance, avoiding costly downtime.

FUEL FILTERING & FUEL SYSTEM CLEANING:

Scheduled fuel cleaning can significantly lower system repair costs. Our program includes a biodor additive which helps prevent microbial growth, in turn preserving fuel quality. Additional benefits from fuel polishing and filtration include better lubricity and more efficient fuel performance, reduced fuel filter clogging, prevention of corrosion and carbon build-up, minimized harmful emissions, and cleaner, more efficient fuel.

REMOTE MONITORING SERVICE:

95% of generator failures can be avoided with Remote Monitoring. Fidelity Power Systems provides a 24/7/365 wireless remote monitoring platform that allows you to easily stay connected with your generator, from anywhere, through a web-based portal that provides real time updates. Accessible from anywhere in the world with an internet connection, Fidelity Remote Monitoring provides instant notifications via email, SMS messaging, and its mobile cellular reporting provides up-to-date alarm notifications, as well as status and history reports.

Inventory of Equipment

Assets							
K#	Equipment	Manufacturer	Model	Serial#	Rating	Location	TOTAL
K212207	GENERATOR	SPECTRUM	20DS/PA192004	387234	20KW	PS # RCW PLANT	\$2456
K212208	GENERATOR	KOHLER	275REOZJE	2327601	275KW	PS # 4	\$3372
K213288	GENERATOR	MQ POWER	DCA-300SSK-4	3802154	300KW	PS # 3	\$3694
K214155	GENERATOR	DOOSAN	G325	450209UAXE44	260KW	PS # 6	\$3567
**K224086	GENERATOR	REHLKO	40REOZK	33FYGMNM0004	40KW		\$2643

TOTAL: \$15,732

**** NEW GENERATOR****

Tasking

1-Year SELECT PLUS - 2

One Inspections, One Full PM, Fuel Analysis, Oil Analysis, 2HR Load Bank

Inspection: Once a year, we will perform a 25-point standalone inspection where we check the filters, fluid levels, belts, batteries, etc. We will always ask you if we can transfer load to ATS during this inspection.

Full PM: Once a year, we will drain the oil and replace, change the filters, as well as perform another 25-point inspection. Load transfer is also offered at this service.

Load Bank Testing:

Our resistive load bank testing simulates real loads without interruption. At a minimum, emergency power systems should be tested under full load at least once a year. Annual load bank testing can prevent costly, unexpected system issues and provides assurance that the genset will work properly when you need it most. Additionally, it verifies genset capabilities (as opposed to just routinely starting it up), helps to avoid wet stacking, cleans out carbon deposits, and verifies the engine cooling systems will perform while under load. This is an especially important service for those buildings that require Joint Commission Compliance.

Maintenance Agreement For Power Generator

Company

Fidelity Power Systems
25 Loveton Circle
Sparks, MD 21152

Ph: 443-935-7010

Proposal Date: 11/3/2025

Agreement Number: K212207, K212208, K213288, K214155,
K224086

Bill To Identity	Agreement Location
WATER DEPARTMENT - ADMIN 51 WEST MEMORIAL BLVD HAGERSTOWN, MD 21740 ATTN: DUANE BARTLES 301-739-8577 EXT 680 dbartles@hagerstownmd.org	WATER DEPARTMENT – WATER FUND 51 WEST MEMORIAL BLVD HAGERSTOWN, MD 21740 ATTN: DUANE BARTLES 301-739-8577 EXT 680 dbartles@hagerstownmd.org

TOTAL: \$15,732

Does not include applicable sales tax

Tax Exempt ID:

PO# _____

Effective date of 12/1/2025 through 11/30/2026.

This Agreement is the property of Fidelity Power Systems and is provided for Customer's use only. Fidelity Power Systems guarantees the price stated in this Agreement for fifteen (15) days from proposal date above. This Agreement is for an initial term of 1 years and shall renew for successive one-year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor



Signature (Authorized Representative)

Jens Maly

Name (Print/ Type)

443-935-7010

Phone

11/3/2025

Date

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#

Exclusions

Unless otherwise stated in the Agreement or Special Provisions as being specifically included the following are excluded:

Main power to the equipment disconnect, ductwork and insulation, any Utility (electric, gas, water, or sewer) wiring, crane services, temporary cooling, explosion proof equipment, water treatment/chemicals, boiler inspection certifications, any asbestos removal, an proprietary controls, changes to safety or work rules due to changes in regulations or changes in Customer interpretation of regulations or changes in Customer enforcement of regulations, equipment structural supports, oil storage tanks and cleaning interior of system(s) ductwork.

All equipment, components and supporting systems NOT specifically listed on the Asset Maintenance Schedule. Loss of, partial failure of or insufficient capacity of utilities such as, but not limited to, electrical service, open circuit breakers or fuses external to those listed on the equipment list, water service, fuel sources, or other building faults and malfunctions. External power wiring, circuit breakers, and disconnects supplying electrical service to the listed equipment. Refinishing, repair, replacement, cleaning, or modification of duct work louvers, cabinetry, housings, bases, mountings, foundations, supporting structures, trim or decorations. All emergency freight and expediting charges. Additional maintenance and adjustments required by the Customer. The cost of providing a rental generator while the permanent generator is being repaired. Maintenance on a Fire Pump covers the DIESEL ENGINE ONLY. Service Contractor is not responsible for damage to roofing as a result of leaks, equipment failure, or component failure; however, we will make every effort to protect the area while services are performed.

Clarifications

Customer shall permit Service Contractor free and timely access to areas and the Covered Equipment and allow Service Contractor to start and stop the Covered Equipment as necessary to perform required services. Customer is responsible for providing adequate and legal parking arrangements for our technicians during service visits. This includes ensuring that suitable parking is available in close proximity to the industrial generators and that access routes are free from obstruction. Any costs incurred by Service Contractor for delays (e.g., labor hours), additional costs or fees, and/or penalties (e.g., parking fines) incurred due to the lack of suitable parking or site access will be the responsibility of Customer. In cases where specialized access or permits are required, Customer must arrange and pay for such access or permits in advance to avoid service interruptions.

Used oil, coolant, and filters removed from contracted equipment is recycled utilizing a third-party vendor in accordance with EPA guidelines.

The Agreement price is conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs and service recommended by the Service Contractor, the Service Contractor may either remove the unacceptable system(s) component(s) or part(s) from the scope of this Agreement and adjust the annual Agreement price or terminate this Agreement.

This Agreement applies only to the maintainable/moving components of the system(s). Repair or replacement of non-maintainable/non-moving parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, heat exchangers, evaporator or condenser coils, refrigerant (piping and leaks), main power service and electrical wiring, electrical boards, gas valves, structural supports, tube bundles, oil storage tanks, and other similar items are excluded from labor and parts coverage.

This Agreement does not include responsibility for the design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out

main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s) requirements of governmental regulatory or insurance agencies, or other causes beyond control of Service Provider.

Our normal business hours are from 7:00 AM to 4:00 PM, Monday through Friday. All normal service and maintenance will be performed during these regular business hours. Cancelled service calls will be billed for a minimum of one hour.

Should the Customer require service during a time other than the above stated business hours, the Customer shall pay the service contractor the additional overtime portion of the normal service rates. Normal overtime is time and a half or the normal service rate times 1.5. Saturday from 5:00 PM to Monday 2:00 AM and holidays are double the time. If the selected maintenance agreement includes labor cost, then the Customer must pay only the overtime portion of the labor.

The Customer will be responsible for any price increases that the Service Contractor incurs because of any tariffs imposed on the equipment and materials reflected in its scope of work, including any tariffs on any component parts of the equipment and materials. In the event the Service Contractor incurs any such tariff-related price increase, the Customer will issue a change order to the Service Contractor to adjust the contract price to reflect the tariff-related price increase.

The Service Contractor, as a convenience to the Customer, accepts payments via most major credit cards. In the event the Customer wishes to pay Service Contractor by credit card, Customer agrees to reimburse the Service Contractor a surcharge of 4% of the amount of the invoice being charged (or to the extent permissible by law) if the Customer uses any major credit card, and the Customer authorizes Service Contractor to add the applicable surcharge to the credit card transaction.

Select Plus Terms and Conditions

Throughout this Agreement:

Hagerstown Water Department shall be known as the Customer.

Fidelity Power Systems shall be known as the Service Contractor.

These terms and conditions of the Agreement (the "Agreement") and all of the sections included, are integral parts of and form the Agreement between the Service Contractor and the Customer. In the event the Customer seeks to have the Service Contractor enter into a separate written contract for the scope of work of this Agreement, then: (1) the separate written contract must be acceptable to the Contractor; (2) the entire Agreement shall be attached to and incorporated by reference in such separate written contract; (3) to the extent that there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the separate written contract, the terms and conditions of this Agreement shall control; and (4) if the Contractor and the Customer are unable to agree upon a mutually acceptable separate written contract, the Contractor shall have the right to rescind the quote included with this Agreement without liability to the Contractor.

The Service Contractor accepts the care of the equipment listed in the Asset Maintenance Schedule (the "Covered Equipment") as applicable to the Program. The Covered Equipment shall be maintained in the condition that exists at the beginning of the Term. Any defective components, excessive wear, maladjustments, improper installation, improper design, service by others, improper operation, or misapplication, shall not be considered the responsibility of the Service Contractor, other than normal Preventive Maintenance. Repairs and service required in restoring the Covered Equipment's capacity, reliability, design efficiency, or other shortcomings shall only be repaired with authorization and invoiced at normal service rates in addition to vehicle and other related service charges.

The Customer agrees to employ the Service Contractor exclusively for the service and repair work of the Covered Equipment and promptly notify the Service Contractor of any condition of the Covered Equipment that is unusual or that may adversely affect its operation and reliability. Any alterations, additions, adjustments, or repairs made by others, unless authorized or agreed upon by the Service Contractor in writing, will be cause for Service Contractor to terminate or renegotiate the Service Contractor's obligation under this Agreement. This Agreement shall not include maintenance, repairs, service or replacements necessitated by any loss or damage resulting from any cause beyond the control of the Service Contractor, including but not limited to damage or loss due to lack of water, freezing, loss or insufficient electric power or fuel source, hail, flood, windstorm, excessive rain, snow, freezing weather, lightning, earthquake, theft, fire, riots of any origin, strikes, wars, misuse, negligence by person(s) other than those representing the Service Contractor, vandalism, acts of government, building code requirements, insurance company requirements, unauthorized adjustments or repairs, or any other peril or act of God. The cost of all repairs, modifications, or alterations necessitated by the above shall be the responsibility of the Customer and payable to the Service Contractor at Service Contractor's current service rates in addition to vehicle and other related service charges.

All reasonable efforts shall be extended in performing the service as requested by the Customer, but the Service Contractor shall not be liable for any losses or consequential damage that arise out of delays, misuse by the Customer, or the Customer's agents or employees. Replacement and installation of equipment, components, or accessories that fail to provide satisfactory performance due to obsolescence or design conditions are not included in the scope of the Agreement.

The Customer agrees to pay the Service Contractor as set forth in the Agreement. The terms of payment for all other invoices submitted by the Service Contractor are net thirty (30) days from the Customer's receipt of such invoice. The Customer's obligation to pay the Contractor shall not be contingent upon or delayed by prior payment of a third-party, including but not limited to any

insurance companies or the Customer's client. In the event that the Customer objects to the charges in any invoice, the Customer shall notify the Contractor in writing the basis for such objection within fifteen (15) days of its receipt of such invoice, and if the Customer fails to provide written notice within such timeframe, the Customer's objection shall be deemed waived, and the invoice shall be deemed due and payable for the amount of such invoice. Unless the Agreement specifically states otherwise, the prices in this Agreement do not include sales tax, and to the extent sales tax is applicable to any services, materials and/or equipment, such sales tax will be listed separately on the Service Contractor's invoices, and the Customer agrees to pay for all applicable sales taxes. The prices in this Agreement do not include any costs associated with using any invoicing software, portals or services required by the Customer or of any requirement by the Customer for the Service Contractor to procure additional insurance or higher limits of insurance than are typically carried by the Service Contractor, and to the extent there are any costs incurred by the Service Contractor to comply with such requirements, the Customer agrees to reimburse the Service Contractor for such costs. The Customer further agrees to pay finance charges of 1½ % per month for invoices not paid within 30 days of the invoice date. In the event that the Customer fails to pay the Service Contractor in accordance with the agreed payment terms: (1) the Service Contractor may, at its sole discretion, stop all work under this Agreement and any other Agreement between the Service Contractor and the Customer until such time as the Customer's account is brought current; and (2) the Customer agrees to reimburse the Service Contractor for any and all costs of collection of the outstanding balance, including but not limited to the Service Contractor's attorneys' fees, expert fees, court costs and any other legal expenses that the Service Contractor incurs, even if the costs of collection exceed the outstanding balance. The Service Contractor and the Customer agree that in the event a dispute arises with respect to this Agreement, such dispute shall be resolved in a court of competent jurisdiction in the county in which Service Contractor's home office is located and this Agreement shall be governed and interpreted by the laws of the state in which Service Contractor's home office is located, exclusive of its conflict of laws principles. THE SERVICE CONTRACTOR AND THE CUSTOMER EXPRESSLY CONSENT TO THE PERSONAL JURISDICTION OF THE AFORMENTIONED STATE, AGREE TO THE AFOREMENTIONED COUNTY AS THE APPROPRIATE VENUE FOR DISPUTES, AND IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY IN CONNECTION WITH THIS AGREEMENT.

Where the Service Contractor renders service for the Customer other than those services specified in the Program, the Customer agrees to pay for such services at the Service Contractor's current service rates in addition to vehicle and other related service charges. Loss of time or productivity due to unexpected events that may restrict or limit access to the Covered Equipment, associated equipment or components shall be invoiced at the current service rates in addition to vehicle and other related service charges. The fees and surcharges set forth in this Agreement are estimates based on the market conditions at the time that this Agreement was entered. Service Contractor will use reasonable efforts to maintain the fees and surcharges as estimated in this Agreement. However, due to severe fluctuations in material, equipment and fuel costs, Service Contractor reserves its right to modify the fees and surcharges during the term of the Agreement with regard to any services rendered for the Customer, other than those services specified in the Program.

The term of this Agreement (the "Term") is designated on the signature page of the Agreement. The Customer and the Service Contractor agree that the Term or any renewal term thereafter shall automatically renew for a one- year period ("Renewal Term") under the same terms and conditions of the Agreement, and subject to adjustment at the commencement of each Renewal Term to reflect increases in labor, material and other costs, unless the Agreement is terminated in writing by either the Customer or the Service Contractor no less than thirty (30) days prior to the expiration of the current Term or Renewal Term. If any of the rates to be charged by the Service Contractor and/or vehicle and other related service charges for the upcoming Renewal Term will change, the Service Contractor will notify the Customer of such changes in writing.

The Service Contractor's liability hereunder shall not exceed the annual cost of this Agreement, except in the event where damage to the Covered Equipment has been caused by the Service Contractor while performing routine maintenance or service, and then only to the extent of the replacement parts and installation thereof. In no event shall the Service Contractor be liable for consequential damages or losses, including but not limited to loss of profits, loss of use of the Covered Equipment, loss of the use of any associated

or supported equipment, high or unusual utility cost, investment cost of substitute facilities, or rental of equipment. During the Term of the Agreement, the Service Contractor agrees to either repair or replace any defective work performed by the Service Contractor. The determination as to whether such work is to be repaired or replaced is within the sole discretion of the Service Contractor. Unless otherwise agreed to in writing by the Service Contractor and the Customer, upon the termination of this Agreement or the expiration of the Term, whichever occurs first, the Service Contractor shall have no further obligations to repair or replace work performed during the Term, and Customer shall be responsible for maintaining the Covered Equipment upon the termination of this Agreement or the expiration of the Term, whichever occurs first. Any warranty of the materials, parts and equipment installed by Service Contractor

shall be subject to the manufacturers' standard warranty terms, if any, and Customer's exclusive remedy with respect to any claims of defects in such materials, parts or equipment shall be governed by the manufacturers' standard warranty. To the fullest extent permitted by law, the Customer shall defend, indemnify and hold harmless the Service Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of the Customer, anyone directly or indirectly employed by the Customer, or anyone for whose acts the Customer may be liable, regardless of whether it is caused in part by the negligence of the Service Contractor. Further and notwithstanding the preceding sentence, the Service Contractor shall be held harmless by the Customer and shall not be liable to the Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at the Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

The Customer agrees to not solicit or hire employees of Service Contractor and/or the Service Contractor's subcontractors for itself and/or for any corporation, which Customer now represents or with which Customer now or may later be affiliated during the term of this Agreement and for a period of one year after the termination of the Agreement.

PANDEMIC AND EPIDEMIC PRECAUTIONS

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

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

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

Topic:

Wastewater: Butterfly Actuated Valves for the PSA Oxygen Skid – Yeager Supply (Reading, PA)
\$21,216.88

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Signed_Consent_Uilities_WW_Butterfly_Actuated_Valves.pdf

Signed Consent
Butterfly Actuated
Valve Oxygen Skid

CONSENT_YEAGER_O2_SKID_BUTTERFLY_VALVES_11252025.pdf

CONSENT
YEAGER
BUTTERFLY
VALVES
11252025

YEAGER_SUPPLY_QUOTE.pdf

PROPOSAL
YEAGER

MEMO_FROM_STAFF.pdf

EMAIL FROM
STAFF SOLE
SOURCE

[illegible]

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS ENR Grant Funds will be used for this purchase - BNR/ENR PSA Oxygen Skid.

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: cn=Nancy Hausrath, o=City of Hagerstown,
Reason: I have reviewed this document
Location:
Date: 2025.11.11 14:33:49-0500
Foxit PDF Editor Version: 13.2.1

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: cn=Nancy Hausrath, o=City of Hagerstown,
Reason: I have reviewed this document
Location:
Date: 2025.11.11 14:34:06-0500
Foxit PDF Editor Version: 13.2.1

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - need updated W9

Tyler Fice 11/13/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brook Cannon 11/14/25
Signature / Date

(4) City Administrator

COMMENTS

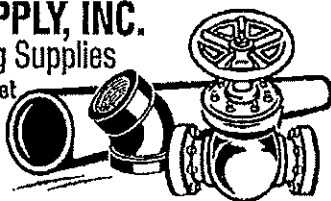
Recommend Approval

Scott Newbauer 11/14/25
Signature / Date

YEAGER SUPPLY, INC.

Industrial Piping Supplies

1440 North 6th Street
Reading, PA 19601
610-376-8037
800-422-8140
610-376-3465 Fax



PRICE QUOTE

Page 1

Printed 10/29/25 RW

Quoted

CITY OF HAGERSTOWN
Attn: WASTEWATER DEPT.
1 CLEAN WATER CIR
HAGERSTOWN MD 21740-6848
Buyer: ROBBIE EYLER
Tel:301-739-8577 Fax:301-733-2873

Ship To

CITY OF HAGERSTOWN
1 CLEAN WATER CIR
HAGERSTOWN MD 21740-6848

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q399876	10/29/2025	12/31/2025	0005577		BEST WAY	RW
Job ID	Customer Terms			Salesman		
	2%-10, NET-30 DAYS			RON WOTRING		
Product	Description	UM	Quant	Unit Price	Extension	

* - ADD SHIPPING & HANDLING ---- *						

	10" 815W ACTUATED VALVE W/DA ACTUATOR, LIMIT SWITCH & 120V SOLENOID, OXYGEN CLEANED					
VMA0023313	MA0023313 JAMESBURY 10 815W0113600XZC	EA	4			
VVPVL350DA	VPVL350DAB JAMESBURY ACTUATOR	EA	4			
VLK1727	LK1727 JAMESBURY LINKAGE KIT	EA	4			
BONLS2B	LS2-B BONOMI 2-SPDT NEMA-4X LIMIT SWITCH W/BACKET	EA	4			
ASCOWT8551A1MS1	WT8551A001MS 120VAC ASCO SOLENOID VALVE	EA	4			
ASSEMBLE & TEST	* ASSEMBLED & TESTED * * PRODUCTS ARE NON-RETURNABLE*	EA	4			
	Total: 10" 815W ACTUATED VALVE W/DA ACTUATOR, LIMIT SWITCH & 120V SOLENOID, OXYGEN CLEANED		4	5304.22	21216.88	
X: _____ (Accepted by)			Sub Total		\$21,216.88	T o t a l \$21,216.88
			Freight		\$0.00	
			Misc Charges		\$0.00	
			Tax Amount		\$0.00	

MESSAGE

ITEMS MAY CONTAIN > .25% LEAD & ARE NOT SUITABLE
FOR POTABLE WATER. QUOTE IS BASED ON OUR INTERPRE-
TATION OF REQUIREMENTS. PRICE & AVAILABILITY BASED
ON QTVS SHOWN. SUBJECT TO PRIOR SALE.

TERMS

DUE TO MARKET VOLATILITY AND TARIFF DEVELOPMENTS
PRICING IS VALID THRU EXPIRATION DATE NOTED AND
SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE INQUIRE
AT TIME OF ORDER FOR CURRENT PRICE & AVAILABILITY.

Nancy Hausrath

From: Robbie Eyler
Sent: Wednesday, November 5, 2025 6:04 AM
To: Nancy Hausrath
Cc: Duane Bartles
Subject: Fw: Jamesbury Butterfly Valves
Attachments: Yeager Supply Quote.pdf

Hi Nancy,

Please see the attached quote for four (4) new actuated valves for our PSA Oxygen Skid. I had the validation period extended for M&C approval. PO info provided below.

Vendor: Yeager Supply

Account: # ?

Description: Replacement 10" valves and pneumatic actuators (cleaned and capped for oxygen) for our PSA Oxygen Skid.

Vendor justification: Sole source. See email below.

Thanks,

Robbie

From: Ron Wotring <RWotring@yeagersupply.com>
Sent: Tuesday, November 4, 2025 4:11 PM
To: Robbie Eyler <reyler@hagerstownmd.org>
Subject: Jamesbury Butterfly Valves

Good afternoon Robbie,

Regarding sole source letter, Jamesbury has selective distribution areas for marketing their products. Yeager Supply is the authorized distributor for Jamesbury products for Central Pennsylvania and the Hagerstown Maryland areas. Pricing on quotation Q399876 reflects pricing obtained from Jamesbury for your project.

Please contact me if you need additional information.

Thank you,

Ron Wotring
Yeager Supply
717-587-9001 Cell

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

REVIEWED AND APPROVED AS FOLLOWS:

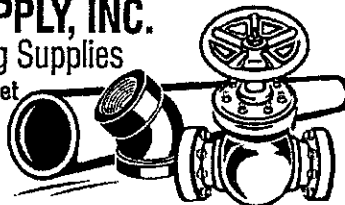
(1) Department Director and Division Manager <u>COMMENTS</u> Signature / Date	Signature / Date
(2) Purchasing Agent <u>COMMENTS</u> Signature / Date	Signature / Date
(3) Chief Financial Officer <u>COMMENTS</u> Signature / Date	Signature / Date
(4) City Administrator <u>COMMENTS</u> Signature / Date	Signature / Date



YEAGER SUPPLY, INC.

Industrial Piping Supplies

1440 North 6th Street
Reading, PA 19601
610-376-8037
800-422-8140
610-376-3465 Fax



PRICE QUOTE

Page 1

Printed 10/29/25 RW

Quoted

CITY OF HAGERSTOWN
Attn: WASTEWATER DEPT.
1 CLEAN WATER CIR
HAGERSTOWN MD 21740-6848
Buyer: ROBBIE EYLER
Tel:301-739-8577 Fax:301-733-2873

Ship To

CITY OF HAGERSTOWN
1 CLEAN WATER CIR
HAGERSTOWN MD 21740-6848

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q399876	10/29/2025	12/31/2025	0005577		BEST WAY	RW
Job ID	Customer Terms				Salesman	
	2%-10, NET-30 DAYS				RON WOTRING	

Product	Description	UM	Quant	Unit Price	Extension
	***** * - ADD SHIPPING & HANDLING ---- * ***** 10" 815W ACTUATED VALVE W/DA ACTUATOR, LIMIT SWITCH & 120V SOLENOID, OXYGEN CLEANED				
VMA0023313	MA0023313 JAMESBURY 10 815WO113600XZC	EA	4		
VVPVL350DA	VPVL350DAB JAMESBURY ACTUATOR	EA	4		
VLK1727	LK1727 JAMESBURY LINKAGE KIT	EA	4		
BONLS2B	LS2-B BONOMI 2-SPDT NEMA-4X LIMIT SWITCH W/BACKET	EA	4		
ASCOWT8551A1MS1	WT8551A001MS 120VAC ASCO SOLENOID VALVE	EA	4		
ASSEMBLE & TEST	* ASSEMBLED & TESTED * * PRODUCTS ARE NON-RETURNABLE*	EA	4		
Total: 10" 815W ACTUATED VALVE W/DA ACTUATOR, LIMIT SWITCH & 120V SOLENOID, OXYGEN CLEANED			4	5304.22	21216.88

X: _____ (Accepted by)			Sub Total	\$21,216.88	T o t a l
			Freight	\$0.00	
			Misc Charges	\$0.00	
			Tax Amount	\$0.00	
					\$21,216.88

MESSAGE

ITEMS MAY CONTAIN > .25% LEAD & ARE NOT SUITABLE
FOR POTABLE WATER. QUOTE IS BASED ON OUR INTERPRE-
TATION OF REQUIREMENTS. PRICE & AVAILABILITY BASED
ON QTVS SHOWN. SUBJECT TO PRIOR SALE.

TERMS

DUE TO MARKET VOLATILITY AND TARIFF DEVELOPMENTS
PRICING IS VALID THRU EXPIRATION DATE NOTED AND
SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE INQUIRE
AT TIME OF ORDER FOR CURRENT PRICE & AVAILABILITY.

Nancy Hausrath

From: Robbie Eyler
Sent: Wednesday, November 5, 2025 6:04 AM
To: Nancy Hausrath
Cc: Duane Bartles
Subject: Fw: Jamesbury Butterfly Valves
Attachments: Yeager Supply Quote.pdf

Hi Nancy,

Please see the attached quote for four (4) new actuated valves for our PSA Oxygen Skid. I had the validation period extended for M&C approval. PO info provided below.

Vendor: Yeager Supply

Account: # ?

Description: Replacement 10" valves and pneumatic actuators (cleaned and capped for oxygen) for our PSA Oxygen Skid.

Vendor justification: Sole source. See email below.

Thanks,

Robbie

From: Ron Wotring <RWotring@yeagersupply.com>
Sent: Tuesday, November 4, 2025 4:11 PM
To: Robbie Eyler <reyler@hagerstownmd.org>
Subject: Jamesbury Butterfly Valves

Good afternoon Robbie,

Regarding sole source letter, Jamesbury has selective distribution areas for marketing their products. Yeager Supply is the authorized distributor for Jamesbury products for Central Pennsylvania and the Hagerstown Maryland areas. Pricing on quotation Q399876 reflects pricing obtained from Jamesbury for your project.

Please contact me if you need additional information.

Thank you,

Ron Wotring
Yeager Supply
717-587-9001 Cell

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

Topic:

Wastewater: Replace Oil Cooler on ZA5 Oxygen Compressor – Atlas Copco (Rock Hill, SC) \$13,206.08

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Signed_Consent_Uilities_WW_Replace_Oil_Cooler_on_ZA5_Oxygen_Compressor.pdf

Signed Consent
WW Replace Oil
Cooler Oxygen
Compressor

CONSENT_ATLAS_COPCO_COMPRESSOR_REPAIR_11252025.pdf

CONSENT
ATLAS COPCO
COMPRESSOR
11252025

ATLAS_COPCO_COMPRESSOR_REPAIR_QUOTE.pdf

PROPOSAL
ATLAS COPCO
11252025

[illegible]

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funding is available in the operating budget for this repair. Atlas Copco is the City's current contractor - this work is outside of the existing contract.

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: cn=Nancy Hausrath, o=City of Hagerstown,
Reason: I have reviewed this document
Location
Date: 2025.11.11 15:35:19-05'00'
File: PDF Editor Version: 13.2.1

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: cn=Nancy Hausrath, o=City of Hagerstown,
Reason: I have reviewed this document
Location
Date: 2025.11.11 15:35:35-05'00'
File: PDF Editor Version: 13.2.1

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - need updated w9

Tyler Fier 11/13/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Jeph 11/13/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Thewissen 11/14/25
Signature / Date

Atlas Copco Compressor Services



CITY OF HAGERSTOWN

Robbie Eyler

Quote no: 220970165

Created: 10/16/25

Expiration: 11/15/25

Atlas Copco



Quote number: 220970165
Created on: 10/20/2025
2/11

Fixed Price Quote #220970165

CITY OF HAGERSTOWN

Attn to: Robbie Eyler

CLEAN WATER CIR 1
HAGERSTOWN, 21740-6848

Phone: +1 301-674-1497
reyler@HAGERSTOWNMD.ORG

Dear Robbie Eyler,

We appreciate your interest in our Fixed Price Service.

Fixed Price services range from a simple inspection and diagnostics visit to a full overhaul of compressors and ancillary equipment. Fixed Prices are executed according to the manufacturer's recommendations, including all required parts/kits for the standard maintenance visit, labor, travel and accommodation, when needed, and a complete diagnostics report after each visit. Fixed price jobs are invoiced as one single price.

With Fixed Price services, the correct level of maintenance will be carried, according to parts wear needs, avoiding breakdowns. We only use Genuine Parts and Lubricants which will protect your investment and guarantee high performance levels.

Having the unit serviced by competent and experienced Atlas Copco service engineers is the best way to ensure maintenance is properly carried out and higher operational efficiency.

Atlas Copco is always available to provide you solutions for all of your compressed air needs, from generation to point of use, guaranteeing best performance from your whole system. Genuine parts and lubricants, specially developed for your compressor needs, are kept in stock and our service technicians are always up to date with our maintenance standards and will provide you with the best service in the market.

In case you need additional information on this quotation or any of our other service products, please feel free to contact me at any time.

Kind regards,

Lorin Coefield

300 Technology way dr
Rock Hill, SC 29730

Cell:
Fax:
lorin.coefield@atlascopco.com

Atlas Copco Compressors LLC

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www.atlascopco.com/service-usa
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Pricing and Services Summary

Machine Description	Serial Nr	Visits Type	Number of Oil Changes	Oil Type	One Time Price
ZA 275 Pack	S99228301	I	L	Roto-Z	\$ 6603.04
Total Labor					\$ 1685.00
Total Oil					\$ 0.00
Total Parts					\$ 4918.04
ZA 275 Pack	AIF095291	I	L	Roto-Z	\$ 6603.04
Total Labor					\$ 1685.00
Total Oil					\$ 0.00
Total Parts					\$ 4918.04
Total Price					\$ 13206.08

Scope of work: 1 tech 4hr per machine.

- Replace clogged oil cooler on ZA S99228301 and bleed cooling system
- Replace clogged oil cooler on ZA AIF095291 and bleed cooling system

- Please notice that the consolidated one-time price per machine will be shown on the invoice.
- Pricing does not include freight.
- Pricing does not include taxes
- Pricing applies to services performed during normal working hours, weekdays, from 8am – 5pm

Payment Terms: Net 30 days after invoice date. Payment terms are subject to credit approval and may require a down payment.

Credit Card Payments: All credit card payments will be assessed a surcharge up to 3%

In the event there is a substantial increase in the cost of goods due to new and changing tariffs from the time a quote is provided until goods have been received, any resulting price increases will be negotiated by the parties in good faith.

Atlas Copco Compressors LLC

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Ste. 550
Rock Hill, SC 29730, USA

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www.atlascopco.com/service-usa
www.atlascopco.com/air-usa





Quote number: 220970165
Created on: 10/20/2025
4/11

Quote Validity is (30) days from 10/20/2025



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Activities list

Equipment: ZA 275 Pack - S99228301

Item	Activities	
1	Take service reading(air,oil,water T+ P)	
2	Check air filter element(s)	
3	Change air filter element(s)	
4	Check filter elmt of gear case breather	
5	Replace filter elmt:gear case breather	
6	Check cycle of air intake throttle valve	
7	Replace diaphragm of air throttle valve	
8	Replace bearing block(air intake valve)	
9	Check motor (coupling) alignment, arr.1	
10	Overhaul air intake valve	
11	Replace blow-off silencer	
12	Check coolers functions	x
13	Check functioning of check valve	
14	Overhaul check valve	
15	Check condition:balance piston diaphragm	
16	Change balance piston diaphragm	
17	Check/clean condensate drain(s)	
18	Grease main drive motor bearings	
19	Clean fan cowl of electric motor	
20	Overhaul main drive motor (if included in the service package)	
21	Clean cooler block (int/ext)	
22	Check rubber inserts,drive coupl.(arr E)	
23	Check for air- water- and oil leakage	
24	Replace inserts, drive coupling (arr E)	
25	Check condition of drive gear teeth	

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26	Overhaul element
27	Replace main shaft bearings(second OH)
28	Replace rubber buffers
29	Check sensitive bolt/cpling connections
30	Clean injector nozzle breather (needle)
31	Check safety valve+switches
32	Check for presence of water in lube oil
33	oilchange depending on oiltype/condition
34	Change compressor oil filter
35	Check condition of air intake chamber

Equipment: ZA 275 Pack - AIF095291

Item	Activities	
1	Take service reading(air,oil,water T+ P)	
2	Check air filter element(s)	
3	Change air filter element(s)	
4	Check filter elmt of gear case breather	
5	Replace filter elmt:gear case breather	
6	Check cycle of air intake throttle valve	
7	Replace diaphragm of air throttle valve	
8	Replace bearing block(air intake valve)	
9	Check motor (coupling) alignment, arr.1	
10	Overhaul air intake valve	
11	Replace blow-off silencer	
12	Check coolers functions	X
13	Check functioning of check valve	
14	Overhaul check valve	
15	Check condition:balance piston diaphragm	
16	Change balance piston diaphragm	

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17	Check/clean condensate drain(s)	
18	Grease main drive motor bearings	
19	Clean fan cowl of electric motor	
20	Overhaul main drive motor (if included in the service package)	
21	Clean cooler block (int/ext)	
22	Check rubber inserts,drive coupl.(arr E)	
23	Check for air- water- and oil leakage	
24	Replace inserts, drive coupling (arr E)	
25	Check condition of drive gear teeth	
26	Overhaul element	
27	Replace main shaft bearings(second OH)	
28	Replace rubber buffers	
29	Check sensitive bolt/cpling connections	
30	Clean injector nozzle breather (needle)	
31	Check safety valve+switches	
32	Check for presence of water in lube oil	
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Parts list

Equipment: ZA 275 Pack - S99228301

Part Description

COOLER

O-RING

PLUG 1/4 A A

HEXAGON NIPPLE

WASHER M12

BALL VALVE G1/4 INCH FF MD50/2

Equipment: ZA 275 Pack - AIF095291

Part Description

COOLER

O-RING

PLUG 1/4 A A

HEXAGON NIPPLE

WASHER M12

BALL VALVE G1/4 INCH FF MD50/2

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Pre-Work Site Assessment

Location/Customer site: _____ Date: _____

<u>Risk Analysis</u>	Yes	No	N/A	Corrective Action Taken?
Is there a Fall risk (compressor on platform, no safety railing, etc.) or ladder use?				
Is the lighting adequate?				
Is there risk of touching hot parts (burn hazard)?				
Is there a danger of flying dust?				
Is there fire exposure?				
Is there a fire extinguisher in the workplace?				
What process has the vacuum pump has been used for?				
What customer permissions are needed? (LOTO, Hot-work, Confined Space, etc.)				
If required, will adequate lifting equipment be supplied?				
Are there any other hazards not listed above?				
Given the hazards, what controls, including Personal Protective Equipment, are required?				
Other comments and considerations				

<u>Site Specific Requirements</u>	Yes	No	N/A	If yes, then how many hours?
Is additional time needed to access the equipment because it's in a difficult location?				
Is the equipment located outdoors?				
If the equipment is located outdoors, then is it covered and protected?				
Is there enough clearance around the equipment to access it properly?				
Is additional time needed due to security procedures?				
Is there safety or site training required?				
Is additional time needed for the LOTO process?				

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The following conditions apply

1. The Responsibilities and rights of the parties

- 1.1. The customer will ensure that:
 - 1.1.1. The routine maintenance of the equipment is carried out in accordance with Atlas Copco's instruction book;
 - 1.1.2. The equipment log book is filled in daily;
 - 1.1.3. At all times the equipment is kept in the environmental conditions recommended by Atlas Copco and the instructions relating to the operation of the equipment as advised by Atlas Copco from time to time are followed.
- 1.2. The customer will confirm to Atlas Copco that the instruction manual for the equipment is in his possession.
- 1.3. Atlas Copco will contact the customer before the planned time for the visit. The customer will then ensure the equipment is available for inspection.
- 1.4. Maintenance and Inspection will be carried out during normal working hours, 8.00 am - 5.00 pm, Monday to Friday. If this is not practical, any extra cost incurred by Atlas Copco in carrying out maintenance or inspection outside normal working hours will be borne by the customer and invoiced separately.
- 1.5. If any major changes occur in the operating or site conditions of the equipment, this agreement shall become null and void. Major changes would normally involve re-location of the unit, change of coolant or power.
- 1.6. The customer shall inform Atlas Copco immediately in the event of malfunctions such as abnormal noise, leakage or any other phenomenon that may result in premature failure of the equipment, malfunctions of the hour meter, a planned transfer of the equipment or changes in its environmental conditions.
- 1.7. The customer will give necessary assistance to Atlas Copco in the performance of its obligations under this agreement by providing lifting facilities, lighting and unrestricted access to the equipment at the agreed time. Any costs and/or expenses incurred by Atlas Copco as a result of access to the equipment or facilities being delayed from the agreed time will be borne by the customer and invoiced separately by Atlas Copco.
- 1.8. The customer shall be responsible for a 25% restocking fee for any replacement parts order cancelled after the shipment of the parts.

2. Services

- 2.1. The price includes all costs of labor and material to perform a fixed price repair as described in the "Quotation" section excluding applicable taxes, except where under the terms of this agreement Atlas Copco is entitled to make an extra charge for these.
- 2.2. After visit a report on the condition of the equipment will be submitted to the customer by Atlas Copco.

3. Limitation and Termination

- 3.1. Atlas Copco shall not be obliged to inspect any equipment in the event of:
 - 3.1.1. Negligence by the customer in the performance of daily maintenance according to Clause 1.1;
 - 3.1.2. Any failure of the equipment caused by unforeseen circumstances including, but not limited to failure, interruption or out of specification provision of services to the equipment such as quality and/or quantity of cooling water, air, electrical power etc., accidental or willful damage to the equipment by the customer or a third party.
- 3.2. This agreement may be terminated by mutual agreement in writing of the parties.
- 3.3. Atlas Copco shall be entitled to terminate this agreement by notice in writing to the customer:
 - 3.3.1. In the circumstances referred to in Clauses 1.5 and 3.1;
 - 3.3.2. If the customer goes into liquidation or makes any voluntary arrangement with its creditors or becomes subject to an administration order or an encumbrance takes possession of or a receiver is appointed over any of the property or assets of the customer;
 - 3.3.3. If the customer ceases or threatens to cease to carry on business.
- 3.4. Neither party shall be liable to the other party for any indirect, consequential, incidental, special, punitive or exemplary damages or loss, of any kind, including, without limitation, any loss of business, lost profits or interruption of services (even if such party has been advised of the possibility of such damages or such damages could have been reasonably foreseen by such party). The total liability of the parties under this agreement after customer's payment of the purchase price for the product(s)/service(s) shall be limited to the amount of such purchase price as the exclusive remedy of the non-breaching party.
- 3.5. Temporary hire of equipment is not included to cover equipment outages unless otherwise agreed in writing by Atlas Copco.

4. Force Majeure

- 4.1. The delay or non-performance of any obligation under this agreement shall be excused if caused by an event beyond such party's reasonable control including but not limited to:
 - 4.1.1. Acts of God, restriction in the use of power, storm, lock out, strike, fire, civil commotion or civil unrest, act of war, compliance with the regulation or order of any governmental authority, quarantine, epidemic, or pandemic.

5. Guarantee

- 5.1. Atlas Copco warrants that the products provided are free from defects in material and workmanship and services are performed in a workmanlike manner. Atlas Copco standard equipment warranty applies and is available upon request.
- 5.2. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, IMPLIED, OR OTHERWISE), AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

6. Environmental Damages

- 6.1. The Environmental Management at any site on which Atlas Copco equipment is used is the responsibility of the Customer. In this regard Atlas Copco disclaims any responsibility for any infringement which occurs related to Acts, Rules or Regulations pertaining to environmental pollution aspects such as noise, atmospheric, water, sewer, dangerous goods, waste disposal etc.

7. General

- 7.1. If any term of this agreement is held by any court or other competent authority to be void or unenforceable in whole or in part the other terms of this agreement and the remainder of the affected term shall continue to be valid.
- 7.2. Any notice to be given by either party to the other under this agreement may be delivered by hand or sent by first class post to the other party at the address for that party shown in this agreement. Any notice delivered by hand shall be deemed to have been served on delivery and any notice sent by post shall be deemed to have been served within 48 hours after posting.
- 7.3. Any waiver by Atlas Copco of a breach of any terms of this agreement by the customer shall not be considered as a waiver of any subsequent breach of the same term or any other term.
- 7.4. Pricing does not include taxes and freight and will be added to the invoice.

8. SMARTLINK

The equipment may include a data monitoring service called SMARTLINK. The data received by Atlas Copco may be used by Atlas Copco and certain third party distributors and contractors for the purpose of increasing overall customer service. Atlas Copco will use commercially reasonable efforts to ensure that Purchaser's data is kept confidential. Purchaser acknowledges that the use of the SMARTLINK is provided "as is", that use of the service is entirely at Purchaser's risk, and that Atlas Copco may discontinue the SMARTLINK service at any time. Purchaser may request discontinuance of the SMARTLINK service at any time. SMARTLINK Terms and Conditions are available upon request.

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Quote number: 220970165
Created on: 10/20/2025
11/11

Pricing does not include freight.
Pricing does not include taxes

Pricing applies to services performed during normal working hours, weekdays, from 8am – 5pm

Signed for and on behalf of Atlas Copco:
Signature:

Signed for and on behalf of the customer:
Signature:

Name: Lorin Coefield

Name: Robbie Eyler

Position:

Position:

Date: 10/16/2025

Date: 10/16/2025

Customer# 100401051

PO#

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PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Atlas Copco Compressor Services



CITY OF HAGERSTOWN

Robbie Eyler

Quote no: 220970165

Created: 10/16/25

Expiration: 11/15/25

Sustainable Productivity

Atlas Copco

Fixed Price Quote #220970165

CITY OF HAGERSTOWN

Attn to: Robbie Eyler

CLEAN WATER CIR 1
HAGERSTOWN, 21740-6848

Phone: +1 301-674-1497
reyler@HAGERSTOWNMD.ORG

Dear Robbie Eyler,

We appreciate your interest in our Fixed Price Service.

Fixed Price services range from a simple inspection and diagnostics visit to a full overhaul of compressors and ancillary equipment. Fixed Prices are executed according to the manufacturer's recommendations, including all required parts/kits for the standard maintenance visit, labor, travel and accommodation, when needed, and a complete diagnostics report after each visit. Fixed price jobs are invoiced as one single price.

With Fixed Price services, the correct level of maintenance will be carried, according to parts wear needs, avoiding breakdowns. We only use Genuine Parts and Lubricants which will protect your investment and guarantee high performance levels.

Having the unit serviced by competent and experienced Atlas Copco service engineers is the best way to ensure maintenance is properly carried out and higher operational efficiency.

Atlas Copco is always available to provide you solutions for all of your compressed air needs, from generation to point of use, guaranteeing best performance from your whole system. Genuine parts and lubricants, specially developed for your compressor needs, are kept in stock and our service technicians are always up to date with our maintenance standards and will provide you with the best service in the market.

In case you need additional information on this quotation or any of our other service products, please feel free to contact me at any time.

Kind regards,

Lorin Coefield

300 Technology way dr
Rock Hill, SC 29730

Cell:
Fax:
lorin.coefield@atlascopco.com

Atlas Copco Compressors LLC

300 Technology Center Way
Ste. 550
Rock Hill, SC 29730, USA

Phone: +1 866-472-1013
www.atlascopco.com/service-usa
www.atlascopco.com/air-usa



Pricing and Services Summary

Machine Description	Serial Nr	Visits Type	Number of Oil Changes	Oil Type	One Time Price
ZA 275 Pack	S99228301	I	L	Roto-Z	\$ 6603.04
Total Labor					\$ 1685.00
Total Oil					\$ 0.00
Total Parts					\$ 4918.04
ZA 275 Pack	AIF095291	I	L	Roto-Z	\$ 6603.04
Total Labor					\$ 1685.00
Total Oil					\$ 0.00
Total Parts					\$ 4918.04
Total Price					* \$ 13206.08

Scope of work: 1 tech 4hr per machine.

- Replace clogged oil cooler on ZA S99228301 and bleed cooling system
- Replace clogged oil cooler on ZA AIF095291 and bleed cooling system

- Please notice that the consolidated one-time price per machine will be shown on the invoice.
- Pricing does not include freight.
- Pricing does not include taxes
- Pricing applies to services performed during normal working hours, weekdays, from 8am – 5pm

Payment Terms: Net 30 days after invoice date. Payment terms are subject to credit approval and may require a down payment.

Credit Card Payments: All credit card payments will be assessed a surcharge up to 3%

In the event there is a substantial increase in the cost of goods due to new and changing tariffs from the time a quote is provided until goods have been received, any resulting price increases will be negotiated by the parties in good faith.

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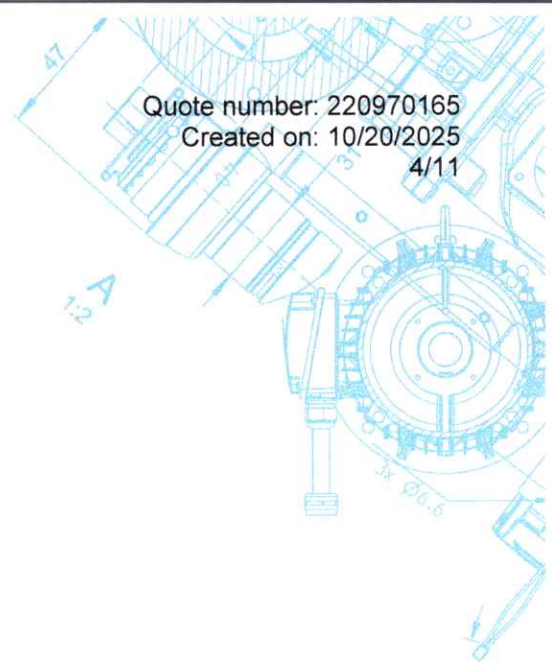
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Quote number: 220970165
Created on: 10/20/2025
4/11

Quote Validity is (30) days from 10/20/2025



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Activities list

Equipment: ZA 275 Pack - S99228301

Item	Activities	
1	Take service reading(air,oil,water T+ P)	
2	Check air filter element(s)	
3	Change air filter element(s)	
4	Check filter elmt of gear case breather	
5	Replace filter elmt:gear case breather	
6	Check cycle of air intake throttle valve	
7	Replace diaphragm of air throttle valve	
8	Replace bearing block(air intake valve)	
9	Check motor (coupling) alignment, arr.1	
10	Overhaul air intake valve	
11	Replace blow-off silencer	
12	Check coolers functions	x
13	Check functioning of check valve	
14	Overhaul check valve	
15	Check condition:balance piston diaphragm	
16	Change balance piston diaphragm	
17	Check/clean condensate drain(s)	
18	Grease main drive motor bearings	
19	Clean fan cowl of electric motor	
20	Overhaul main drive motor (if included in the service package)	
21	Clean cooler block (int/ext)	
22	Check rubber inserts,drive coupl.(arr E)	
23	Check for air- water- and oil leakage	
24	Replace inserts, drive coupling (arr E)	
25	Check condition of drive gear teeth	

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26	Overhaul element	
27	Replace main shaft bearings(second OH)	
28	Replace rubber buffers	
29	Check sensitive bolt/cpling connections	
30	Clean injector nozzle breather (needle)	
31	Check safety valve+switches	
32	Check for presence of water in lube oil	
33	oilchange depending on oiltype/condition	
34	Change compressor oil filter	
35	Check condition of air intake chamber	

Equipment: ZA 275 Pack - AIF095291

Item	Activities	
1	Take service reading(air,oil,water T+ P)	
2	Check air filter element(s)	
3	Change air filter element(s)	
4	Check filter elmt of gear case breather	
5	Replace filter elmt:gear case breather	
6	Check cycle of air intake throttle valve	
7	Replace diaphragm of air throttle valve	
8	Replace bearing block(air intake valve)	
9	Check motor (coupling) alignment, arr.1	
10	Overhaul air intake valve	
11	Replace blow-off silencer	
12	Check coolers functions	x
13	Check functioning of check valve	
14	Overhaul check valve	
15	Check condition:balance piston diaphragm	
16	Change balance piston diaphragm	

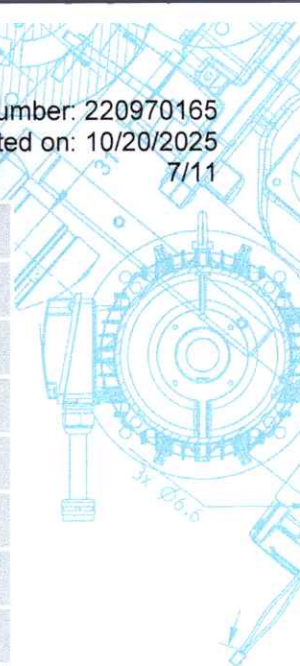
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17	Check/clean condensate drain(s)	
18	Grease main drive motor bearings	
19	Clean fan cowl of electric motor	
20	Overhaul main drive motor (if included in the service package)	
21	Clean cooler block (int/ext)	
22	Check rubber inserts, drive coupl. (arr E)	
23	Check for air- water- and oil leakage	
24	Replace inserts, drive coupling (arr E)	
25	Check condition of drive gear teeth	
26	Overhaul element	
27	Replace main shaft bearings(second OH)	
28	Replace rubber buffers	
29	Check sensitive bolt/cpling connections	
30	Clean injector nozzle breather (needle)	
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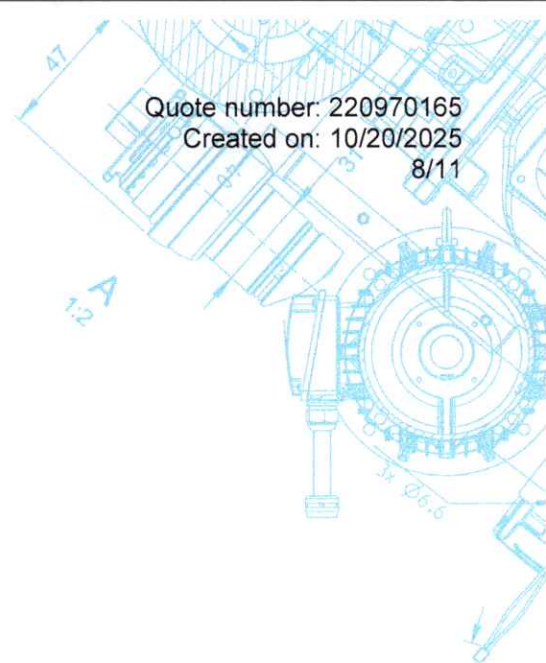
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Parts list



Equipment: ZA 275 Pack - S99228301

Part Description

COOLER

O-RING

PLUG 1/4 A A

HEXAGON NIPPLE

WASHER M12

BALL VALVE G1/4 INCH FF MD50/2

Equipment: ZA 275 Pack - AIF095291

Part Description

COOLER

O-RING

PLUG 1/4 A A

HEXAGON NIPPLE

WASHER M12

BALL VALVE G1/4 INCH FF MD50/2

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Pre-Work Site Assessment

Location/Customer site: _____ Date: _____

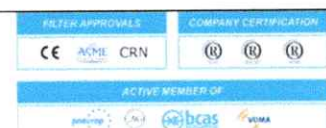
<u>Risk Analysis</u>	Yes	No	N/A	Corrective Action Taken?
Is there a Fall risk (compressor on platform, no safety railing, etc.) or ladder use?				
Is the lighting adequate?				
Is there risk of touching hot parts (burn hazard)?				
Is there a danger of flying dust?				
Is there fire exposure?				
Is there a fire extinguisher in the workplace?				
What process has the vacuum pump has been used for?				
What customer permissions are needed? (LOTO, Hot-work, Confined Space, etc.)				
If required, will adequate lifting equipment be supplied?				
Are there any other hazards not listed above?				
Given the hazards, what controls, including Personal Protective Equipment, are required?				
Other comments and considerations				

<u>Site Specific Requirements</u>	Yes	No	N/A	If yes, then how many hours?
Is additional time needed to access the equipment because it's in a difficult location?				
Is the equipment located outdoors?				
If the equipment is located outdoors, then is it covered and protected?				
Is there enough clearance around the equipment to access it properly?				
Is additional time needed due to security procedures?				
Is there safety or site training required?				
Is additional time needed for the LOTO process?				

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The following conditions apply

1. The Responsibilities and rights of the parties

- 1.1. The customer will ensure that:
 - 1.1.1. The routine maintenance of the equipment is carried out in accordance with Atlas Copco's instruction book;
 - 1.1.2. The equipment log book is filled in daily;
 - 1.1.3. At all times the equipment is kept in the environmental conditions recommended by Atlas Copco and the instructions relating to the operation of the equipment as advised by Atlas Copco from time to time are followed.
- 1.2. The customer will confirm to Atlas Copco that the instruction manual for the equipment is in his possession.
- 1.3. Atlas Copco will contact the customer before the planned time for the visit. The customer will then ensure the equipment is available for inspection.
- 1.4. Maintenance and Inspection will be carried out during normal working hours, 8.00 am - 5.00 pm, Monday to Friday. If this is not practical, any extra cost incurred by Atlas Copco in carrying out maintenance or inspection outside normal working hours will be borne by the customer and invoiced separately.
- 1.5. If any major changes occur in the operating or site conditions of the equipment, this agreement shall become null and void. Major changes would normally involve re-location of the unit, change of coolant or power.
- 1.6. The customer shall inform Atlas Copco immediately in the event of: malfunctions such as abnormal noise, leakage or any other phenomenon that may result in premature failure of the equipment; malfunctions of the hour meter; a planned transfer of the equipment or changes in its environmental conditions.
- 1.7. The customer will give necessary assistance to Atlas Copco in the performance of its obligations under this agreement by providing lifting facilities, lighting and unrestricted access to the equipment at the agreed time. Any costs and/or expenses incurred by Atlas Copco as a result of access to the equipment or facilities being delayed from the agreed time will be borne by the customer and invoiced separately by Atlas Copco.
- 1.8. The customer shall be responsible for a 25% restocking fee for any replacement parts order cancelled after the shipment of the parts.

2. Services

- 2.1. The price includes all costs of labor and material to perform a fixed price repair as described in the "Quotation" section excluding applicable taxes, except where under the terms of this agreement Atlas Copco is entitled to make an extra charge for these.
- 2.2. After visit a report on the condition of the equipment will be submitted to the customer by Atlas Copco.

3. Limitation and Termination

- 3.1. Atlas Copco shall not be obliged to inspect any equipment in the event of:
 - 3.1.1. Negligence by the customer in the performance of daily maintenance according to Clause 1.1;
 - 3.1.2. Any failure of the equipment caused by unforeseen circumstances including, but not limited to failure, interruption or out of specification provision of services to the equipment such as quality and/or quantity of cooling water, air, electrical power etc., accidental or willful damage to the equipment by the customer or a third party.
- 3.2. This agreement may be terminated by mutual agreement in writing of the parties.
- 3.3. Atlas Copco shall be entitled to terminate this agreement by notice in writing to the customer:
 - 3.3.1. In the circumstances referred to in Clauses 1.5 and 3.1;
 - 3.3.2. If the customer goes into liquidation or makes any voluntary arrangement with its creditors or becomes subject to an administration order or an encumbrance takes possession of or a receiver is appointed over any of the property or assets of the customer;
 - 3.3.3. If the customer ceases or threatens to cease to carry on business.
- 3.4. Neither party shall be liable to the other party for any indirect, consequential, incidental, special, punitive or exemplary damages or loss, of any kind, including, without limitation, any loss of business, lost profits or interruption of services (even if such party has been advised of the possibility of such damages or such damages could have been reasonably foreseen by such party). The total liability of the parties under this agreement after customer's payment of the purchase price for the product(s)/service(s) shall be limited to the amount of such purchase price as the exclusive remedy of the non-breaching party.
- 3.5. Temporary hire of equipment is not included to cover equipment outages unless otherwise agreed in writing by Atlas Copco.

4. Force Majeure

- 4.1. The delay or non-performance of any obligation under this agreement shall be excused if caused by an event beyond such party's reasonable control including but not limited to:
 - 4.1.1. Acts of God, restriction in the use of power, storm, lock out, strike, fire, civil commotion or civil unrest, act of war, compliance with the regulation or order of any governmental authority, quarantine, epidemic, or pandemic.

5. Guarantee

- 5.1. Atlas Copco warrants that the products provided are free from defects in material and workmanship and services are performed in a workmanlike manner. Atlas Copco standard equipment warranty applies and is available upon request.
- 5.2. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, IMPLIED, OR OTHERWISE), AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

6. Environmental Damages

- 6.1. The Environmental Management at any site on which Atlas Copco equipment is used is the responsibility of the Customer. In this regard Atlas Copco disclaims any responsibility for any infringement which occurs related to Acts, Rules or Regulations pertaining to environmental pollution aspects such as noise, atmospheric, water, sewer, dangerous goods, waste disposal etc.

7. General

- 7.1. If any term of this agreement is held by any court or other competent authority to be void or unenforceable in whole or in part the other terms of this agreement and the remainder of the affected term shall continue to be valid.
- 7.2. Any notice to be given by either party to the other under this agreement may be delivered by hand or sent by first class post to the other party at the address for that party shown in this agreement. Any notice delivered by hand shall be deemed to have been served on delivery and any notice sent by post shall be deemed to have been served within 48 hours after posting.
- 7.3. Any waiver by Atlas Copco of a breach of any terms of this agreement by the customer shall not be considered as a waiver of any subsequent breach of the same term or any other term.
- 7.4. Pricing does not include taxes and freight and will be added to the invoice.

8. SMARTLINK

The equipment may include a data monitoring service called SMARTLINK. The data received by Atlas Copco may be used by Atlas Copco and certain third party distributors and contractors for the purpose of increasing overall customer service. Atlas Copco will use commercially reasonable efforts to ensure that Purchaser's data is kept confidential. Purchaser acknowledges that the use of the SMARTLINK is provided "as is", that use of the service is entirely at Purchaser's risk, and that Atlas Copco may discontinue the SMARTLINK service at any time. Purchaser may request discontinuance of the SMARTLINK service at any time. SMARTLINK Terms and Conditions are available upon request.

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www.atlascopco.com/service-usa
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Quote number: 220970165
Created on: 10/20/2025
11/11

Pricing does not include freight.
Pricing does not include taxes

Pricing applies to services performed during normal working hours, weekdays, from 8am – 5pm

Signed for and on behalf of Atlas Copco:
Signature:

Signed for and on behalf of the customer:
Signature:

Name: Lorin Coefield

Name: Robbie Eyler

Position:

Position:

Date: 10/16/2025

Date: 10/16/2025

Customer# 100401051

PO#

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

Topic:

Wastewater: SCADA IFIX Software Upgrade – Automatech, Inc., (Plymouth, MA) \$34,744.48

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

CONSENT_IFIX_SCADA_WWTP_11252025.pdf

IFIX_QUOTE.pdf

Signed_Consent_Utility_WW_SCADA_IFIX_Software_Upgrade.pdf

Description

CONSENT IFIX
11252025

QUOTE IFIX
11252025

Signed Consent WW
SCADA Software
Upgrade

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

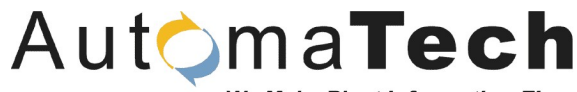
COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



We Make Plant Information Flow

138 Industrial Park Road Plymouth, MA 02360

Ph: (508) 830-0088 Fax: (508) 830-0111

www.automatech.com

QUOTATION

Number	149364-0
Revision	10/23/2025 15:16:15
Quote Date	10/23/2025
Page	1

Freight & taxes not included.
Orders ship FOB Factory.

Bill to: City of Hagerstown Wastewater Div.
1 Clean Water Circle
Hagerstown, MD 21740

Ship to: City of Hagerstown Wastewater Div.
1 Clean Water Circle
Hagerstown, MD 21740

Presented To		Salesman	Quoted By	Terms	Ship Via	Job/Rel #
DUANE BARTLES		DQ	JP SMITH	Net 30 Days	FOB Factory	Back to Support - CD
Quantity	U/M	Item #	Description		Price	Extension
10	EA	IC2024THDEN	iClient v2024 Thick Development/Runtime		\$1,524.00	\$15,240.00
10	EA	APR-PREM-PER-AUTO-BDL	Acceleration Plan Support Bundle - Premier Level for Automation Annual Renewal		\$449.92	\$4,499.20
4	EA	DR-G0P253V0	Drivers IGS-Industrial Gateway Server for Basic Points 253 Additional IGS Protocols Gateway Plug in No Tags		\$780.00	\$3,120.00
4	EA	APR-PREM-PER-AUTO-BDL	Acceleration Plan Support Bundle - Premier Level for Automation Annual Renewal		\$449.92	\$1,799.68
3	EA	IF2024SDUNLEN	iFIX 2024 Standard Development Unlimited Points English		\$1,250.00	\$3,750.00
3	EA	APR-PREM-PER-AUTO-BDL	Acceleration Plan Support Bundle - Premier Level for Automation Annual Renewal		\$449.92	\$1,349.76
1	EA	HS20240S0000052500	Historian v2024 Standard 500 Tags, 2500 Additional Cals		\$3,229.00	\$3,229.00
1	EA	APR-PREM-PER-AUTO-BDL	Acceleration Plan Support Bundle - Premier Level for Automation Annual Renewal		\$449.92	\$449.92
1	EA	HS20240T0000100000-R	Historian 2024 Essentials 1000 points, Redundant		\$887.00	\$887.00
1	EA	APR-PREM-PER-AUTO-BDL	Acceleration Plan Support Bundle - Premier Level for Automation Annual Renewal		\$449.92	\$449.92
					SubTotal	\$34,774.48
					Total	\$34,774.48
Due to the current global supply chain challenges, pricing on hardware quotes is valid for 14 days. Software quotes are valid for 30 days. Pricing and availability are subject to change without notice. Once confirmed hardware orders may be non-cancelable, non-returnable or may be subject to a cancellation fee. Invoices paid with credit card will be subject to 5% fee. Fee may						

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS ENR Grant Funds will be used for this purchase - SCADA Upgrade for WWTP operations.

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
Reason: I have reviewed this document
Location:
Date: 2025.11.11 15:17:33-0500
Form PDF Editor Version: 13.2.1

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
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Reason: I have reviewed this document
Location:
Date: 2025.11.11 15:17:33-0500
Form PDF Editor Version: 13.2.1

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler France 11/13/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brooke Cum 11/14/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott McQuarrie 11/14/25
Signature / Date



We Make Plant Information Flow

138 Industrial Park Road Plymouth, MA 02360

Ph: (508) 830-0088 Fax: (508) 830-0111

www.automatech.com

QUOTATION

Number	149364-0
Revision	10/23/2025 15:16:15
Quote Date	10/23/2025
Page	1

Freight & taxes not included.
Orders ship FOB Factory.

Bill to: City of Hagerstown Wastewater Div.
1 Clean Water Circle
Hagerstown, MD 21740

Ship to: City of Hagerstown Wastewater Div.
1 Clean Water Circle
Hagerstown, MD 21740

Presented To		Salesman	Quoted By	Terms	Ship Via	Job/Rel #
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Quantity	U/M	Item #	Description		Price	Extension
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1	EA	APR-PREM-PER-AUTO-BDL	Acceleration Plan Support Bundle - Premier Level for Automation Annual Renewal		\$449.92	\$449.92
1	EA	HS20240T0000100000-R	Historian 2024 Essentials 1000 points, Redundant		\$887.00	\$887.00
1	EA	APR-PREM-PER-AUTO-BDL	Acceleration Plan Support Bundle - Premier Level for Automation Annual Renewal		\$449.92	\$449.92

SubTotal \$34,774.48

Due to the current global supply chain challenges, pricing on hardware quotes is valid for 14 days.
Software quotes are valid for 30 days.

Pricing and availability are subject to change without notice.

Once confirmed hardware orders may be non-cancelable,
non-returnable or may be subject to a cancellation fee.

Invoices paid with credit card will be subject to 5% fee. Fee may
be waived if invoice is paid at time of order.

Total \$34,774.48

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

Topic:

Removal from the Table: Approval of an Ordinance: Authorizing the Purchase of an Easement Over a Portion of Real Property Located on Mt. Aetna Road, Hagerstown Maryland - Parcel 973

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion - Remove from Table -
_Easement_on_Parcel_on_Mt_Aetna_Road__Parcel_973.pdf

Description

Motion: Remove from Table
Easement Mt Aetna Parcel
#973

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 25, 2025

TOPIC: **Removal from the Table: Approval of an Ordinance: Authorizing the Purchase of an Easement Over a Portion of Real Property Located on Mt. Aetna Road, Hagerstown, Maryland, Parcel 973**

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

MOTION: I hereby move to remove from the table the approval of an ordinance to authorize the purchase of an easement over a portion of real property located on Mt. Aetna Road, Parcel 973.

(If successfully removed from the table, the motion to approve the ordinance scheduled for October 28, 2025 must be made and seconded. If the October 28, 2025 motion is approved, the date of passage will be November 25, 2025.)

DATE OF PASSAGE: November 25, 2025

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

Topic:

Approval of an Ordinance: Authorizing the Purchase of an Easement over a Portion of that Certain Parcel of Real Estate at Mt. Aetna Road, Hagerstown, Maryland, Parcel 973

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Approval_of_an_Ordinance_Authorizing_the_Purchase_of_an_Easement_Parecel_973_Council_Packet.pdf	Approval of an Ordinance: Authorizing the Purchase of an Easement over a Portion of that Certain Parcel of Real Estate at Mt. Aetna Road, Hagerstown, Maryland, Parcel 973

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: November 25, 2025

TOPIC: **APPROVAL OF AN ORDINANCE: AUTHORIZING THE PURCHASE OF AN EASEMENT
OVER A PORTION OF THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED ON MT.
AETNA ROAD, HAGERSTOWN, MARYLAND, PARCEL 973**

Charter Amendment

Code Amendment

✓ Ordinance

Resolution

Other

MOTION: I hereby move for the Mayor and Council to approve an ordinance authorizing the purchase of an easement over a portion of that certain parcel of real property located on Mt. Aetna Road, Hagerstown, Maryland, Parcel 973. The purchase price of TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00) is to be paid from the Fund Balance Reserve.

DATE OF INTRODUCTION:	October 21, 2025
DATE OF PASSAGE:	November 25, 2025
EFFECTIVE DATE:	December 26, 2025

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO APPROVE THE PURCHASE OF AN EASEMENT OVER
A PORTION OF THAT CERTAIN PARCEL OF REAL PROPERTY
LOCATED AT MT. AETNA ROAD, HAGERSTOWN, MARYLAND (TM 311, PARCEL 973;
TAX ACCT. NO. 17-025759, liber 7170, folio 202) :
AND AUTHORIZING EXECUTION AND DELIVERY OF A
PROPERTY ACQUISITION AGREEMENT BY AND BETWEEN THE CITY AND
THE SERGEY PIVOVAR REVOCABLE LIVING TRUST DATED THE
18th DAY OF MAY, 2022**

RECITALS

WHEREAS, **THE SERGEY PIVOVAR REVOCABLE LIVING TRUST DATED THE 18TH DAY OF MAY, 2022**, a Maryland Trust (hereinafter sometimes referred to as “Seller”) is the owner of that certain parcel of unimproved real property located at Mt. Aetna Road, Hagerstown, Maryland (TM 311, PARCEL 973; TAX ACCT. NO. 17-025759, liber 7170, folio 202) (hereinafter, the “Property”).

WHEREAS, the **CITY OF HAGERSTOWN, MARYLAND**, is a Maryland Municipal Corporation (“the City”) which constructs, operates and maintains recreational facilities for its Citizens;

WHEREAS, the City is the owner of that certain parcel of unimproved recreational real property consisting of 0.5 acres and located on Mt. Aetna Road, Hagerstown, Washington County, Maryland (TM 311, Parcel 956; Tax Acct. No. 17-022334, Liber 220, folio 462) (the “**City Property**”), which is adjacent to the Property;

WHEREAS, the City desires to construct, for the benefit of the public in general, a public walkway from the City Property over a portion of the Property to the Antietam Creek (the “Public Walkway”). The portion of the Property which the City desires to occupy exclusively to construct the Public Walkway is depicted on drawing entitled “Public Walkway Easement for the City of Hagerstown Concept 05-07-2025,” attached hereto as Exhibit A on the attached Property Acquisition Agreement;

WHEREAS, to facilitate the public’s access to the Antietam Creek, the City desires to acquire a perpetual easement over, across, and through portions of the Property (the “Easement”), for the purpose of constructing and maintaining the Public Walkway. The particular portion of the Property to be conveyed as an easement area to the City is shown and described on Exhibit A as *Proposed 0.79 AC Access/Maintenance Easement over Lands of Sergey Pivovar to Serve the City of Hagerstown*;

WHEREAS, the City’s acquisition of the Easement shall not relieve the Seller of its obligation to maintain, repair and/or replace the weir which is located on the Property. The City shall have no obligation with respect to the weir, and the Seller shall indemnify and hold harmless the City with respect to any liability stemming from the weir. This provision shall survive closing; and

WHEREAS, in exchange for the Seller's conveyance of the Easement, the City shall pay the Seller the sum of TWENTY THOUSAND DOLLARS and 00/100 CENTS (\$20,000.00) (the "**Payment**"). The City's payment to the Seller shall occur at Closing;

WHEREAS, the City has applied for Program Open Space Funds through the State of Maryland to fund the Payment and other costs related to the acquisition of the easement over the Property. Even should the POS funds not be awarded, the City shall still move forward with the purchase of the Easement over the Property;

WHEREAS, attached hereto and incorporated herein is a Property Acquisition Agreement, including Exhibits A and B, for the purchase of an easement over, across, under and through portions of the Pivovar Property; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to enter into said Property Acquisition Agreement.

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the City's acquisition of the Easement pursuant to the terms of the attached Property Acquisition Agreement is hereby approved.
3. That the Mayor be and is hereby authorized to execute and deliver the Property Acquisition Agreement with the Sergey Pivovar Revocable Living Trust Date the 18th Day of May, 2022 a copy of which (including Exhibits A and B) is attached hereto and incorporated hereby reference.
4. That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this ordinance and satisfy the terms of the aforesaid Property Acquisition Agreement.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler,
City Clerk

William B. McIntire, Mayor

Date of Introduction: October 21, 2025
Date of Passage: November 25, 2025
Effective Date: December 26, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

PROPERTY ACQUISITION AGREEMENT

THIS PROPERTY ACQUISITION AGREEMENT (this “**Agreement**”) is entered into this _____ day of _____ 2025 (the “**Effective Date**”), by and between the **SERGEY PIVOVAR REVOCABLE LIVING TRUST DATED THE 18th DAY OF MAY, 2022**, a Maryland Trust (hereinafter sometimes referred to as “**Seller**”); and the **MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND**, a municipal corporation of the State of Maryland, (hereinafter sometimes referred to as “**Buyer**” or “**City**”).

RECITALS

A. Seller is the owner of that certain parcel of unimproved real property consisting of 2.9633 acres and located at Mt. Aetna Road, Hagerstown, Washington County, Maryland 21740 (TM 311, Parcel 973; Tax Acct. No. 17-025759, Liber 7170, folio 202) (the “**Property**”);

B. The City is the owner of that certain parcel of unimproved real property consisting of 0.5 acres and located on Mt. Aetna Road, Hagerstown, Washington County, Maryland (TM 311, Parcel 956; Tax Acct. No. 17-022334, Liber 220, folio 462) (the “**City Property**”);

C. The City desires to construct, for the benefit of the public in general, a walkway from the City Property over a portion of the Property to the Antietam Creek (the “**Public Walkway**”). The portion of the Property which the City desires to occupy exclusively to construct the Public Walkway is depicted on drawing entitled “Public Walkway Easement for the City of Hagerstown Concept 05-07-2025,” attached hereto as Exhibit A;

D. To facilitate the public’s access to the **Antietam Creek**, the City desires to acquire a perpetual easement over, across, and through portions of the Property (the “**Easement**”), for the purpose of constructing and maintaining the Public Walkway. The particular portion of the Property to be conveyed as an easement area to the City is shown and described on Exhibit A as *Proposed 0.79 AC Access/Maintenance Easement over Lands of Sergey Pivovar to Serve the City of Hagerstown*;

E. The City’s acquisition of the Easement shall not relieve the Seller of its obligation to maintain, repair and/or replace the weir which is located on the Property. The City shall have no obligation with respect to the weir, and the Seller shall indemnify and hold harmless the City with respect to any liability stemming from the weir. This provision shall survive closing; and

F. In exchange for the Seller’s conveyance of the Easement, the City shall pay the Seller the sum of TWENTY THOUSAND DOLLARS and 00/100 CENTS (\$20,000.00) (the “**Payment**”). The City acknowledges that it is responsible for any and all applicable permit

fees required in connection with the construction of the Public Walkway. The City's payment to the Seller shall occur at Closing.

NOW, THEREFORE, in consideration of the foregoing recitals, which are made a part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Incorporation of Recitals and Defined Terms.** The parties agree that the foregoing Recitals are true, complete, and hereby incorporated by reference.
2. **Consideration.** The City agrees to acquire and Seller agrees to convey the Easement over, across, under and through the Property for the Payment,
3. **Closing.** Closing on the transfer of the Easement from Seller to the City (the "**Closing**") shall occur within FIFTEEN (15) days immediately following satisfaction of the Closing Conditions (defined below). No later than FIVE (5) days prior to Closing, the City shall provide to Seller a Deed of Easement and Maintenance Agreement as to the Public Walkway, the form of which is attached hereto as **Exhibit B**. At Closing, Seller shall deliver *inter alia* the final Deed of Easement. Each party shall be responsible for its own attorney's fees. It is the parties mutual understanding that, as an instrument of writing transferring property to a political subdivision of the State of Maryland, the Deed of Easement shall be exempt from recordation tax (MD Code, Tax-Property, §12-108(a)(1)); transfer tax (MD Code, Tax-Property, §13-207(a)(1)); and agricultural transfer tax (MD Code, Tax-Property, §13-305(h)).
4. **Title.** Buyer shall have the right to inspect the status of title to the Property. Promptly after execution hereof, Buyer may obtain at Buyer's expense a title report or title commitment ("**Commitment**") and, at Buyer's election, a UCC lien search for the Property. Buyer may also obtain, at Buyer's sole cost and expense, a current ALTA/ASCM survey of the Property. In the event the Commitment discloses or Buyer becomes aware of any lien on the Property created by Seller that can be discharged or satisfied by the payment of money ("**Monetary Title Matters**"), Seller shall discharge or satisfy such Monetary Title Matters on or prior to the Closing Date. If Seller fails to discharge or satisfy any such Monetary Title Matters as aforesaid, Buyer, at its sole option, and in addition to any other rights and remedies it may have under this Agreement, at law and/or in equity, shall have the right to discharge and satisfy the same. Title to the Property shall be subject only to the following matters: (i) the lien of real estate taxes and sewer and water rents not yet due and payable; and (ii) such matters appearing on the Commitment to which Buyer shall fail to object (collectively, the "**Permitted**

Exceptions"). Title to the Property shall be insurable, together with such title insurance endorsements as Buyer may reasonably request, at regular rates (including applicable rates for such endorsements) from a title insurance company licensed in the State of Maryland and selected by Buyer. In the event Buyer's review of title to the Property reveals any matters that are unacceptable to Buyer in its sole and absolute discretion (other than Monetary Title Matters which Seller is required to remedy as aforesaid), Buyer shall notify Seller thereof within thirty (30) days after the Effective Date (the "**Objection Notice**"). Within ten (10) days after receipt of the Objection Notice, Seller shall notify Buyer in writing, whether Seller shall undertake to cure such unacceptable exception(s). In the event Seller elects not to cure any unacceptable exception or is unable with the exercise of due diligence to satisfy said objection before the Closing Date, Buyer may, at its option, either (a) accept title subject to the objections raised by Buyer, without an adjustment of the Purchase Price, in which event each of said objections shall be deemed waived for all purposes and considered a Permitted Exception, or (b) terminate this Agreement. If Buyer shall terminate this Agreement, then (i) this Agreement shall be deemed to have terminated as of the date of Buyer's notice without need for any further action by either party, and (ii) neither Buyer nor Seller shall have any further obligations to one another hereunder, except for those which expressly survive termination of this Agreement.

5. **Representations and Warranties of Seller.** Seller hereby makes the following representations to Buyer, all of which are made as of the Effective Date and shall be true and correct in all material respects on and as of the Closing Date.

5.1 **Enforceability: Authorization.** This Agreement and the documents, affidavits, certificates and other instruments to be executed and delivered by Seller pursuant hereto are, or will be when executed and delivered by Seller, the legal, valid and binding obligations of Seller and enforceable against Seller in accordance with its terms. Seller has obtained all consents necessary for, and possesses full authority and legal right to authorize Seller's entry into and performance of this Agreement, the documents, affidavits, certificates and other instruments to be executed and delivered by Seller pursuant hereto and/or the transactions contemplated hereby or thereby. Other than this Agreement, there are no other oral or written agreements relating to the use, occupancy or possession of the Property that would prohibit, interfere or in any way restrict Buyer's use thereof.

5.2 **Ownership of the Property.** Seller is the fee simple record and beneficial owner of the Property. No person or entity has an option, right of first refusal or other similar right to acquire all or any portion of the Property. Seller has performed all obligations under and is not in default in complying with the terms and provisions of any covenants, conditions, restrictions, rights-of-way or easements applicable to the Property.

5.3 No Conflicts. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Seller is a party.

5.4 Third Party Consents. All consents required from any governmental authority or third party in connection with the execution and delivery of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby have been made or obtained or shall have been made or obtained by the Closing Date. **Seller expressly understands that the consent of the Maryland Department of Natural Resources ("DNR") shall be required in order for Buyer to enter into to this Agreement. Buyer shall diligently pursue said consent and shall immediately inform Seller of the decision of the DNR.**

5.5 Condemnation, Violation of Laws, Etc. Seller has not received notice of, and, to Seller's knowledge, there are no existing violations of any federal, state, county or municipal laws, ordinances, orders, codes, regulations or requirements affecting all or any portion of the Property, including, without limitation, violations of housing, building, safety, health, environmental, fire or zoning ordinances, codes and regulations of the respective jurisdictions within which the Property is located or any certificate(s) of occupancy issued for the Property.

5.6 Flood Hazard Area. To the best of Seller's actual knowledge with no duty to investigate further, a portion of the Property is located in an area designated by any governmental entity as a flood hazard area.

5.7 Hazardous Conditions.

(i) During Seller's ownership there have been no, and there are no pending or, to the best of Seller's actual knowledge, threatened: (A) claims, complaints, notices, or requests for information received by Seller with respect to any alleged violation of any Environmental Law with respect to the Property, or (B) claims, complaints, notices, or requests for information to Seller regarding potential or alleged liability under any Environmental Law with respect to the Property.

(ii) To the best of Seller's actual knowledge with no duty to investigate, no conditions exist at, on, or under the Property that, with the passage of time or the giving of notice or both, would constitute a Hazardous Condition or give rise to liability under any Environmental Law.

(iii) Seller has not received notice of any violation of any orders, directives, requirements, permits, certificates, approvals, licenses, and other authorizations relating to Environmental Laws with respect to the Property.

(iv) To the best of Seller's actual knowledge with no duty to investigate there are no aboveground tanks in excess of 275 gallon storage capacity or any underground storage tanks (collectively, "USTs") located on or in the Property. Seller has not removed or abandoned any USTs on or in the Property and Seller has no knowledge of the existence, abandonment or removal of USTs from the Property.

For purposes of this Agreement, the following terms shall have the meaning as indicated:

"Environmental Law" shall mean: (i) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§9601 et seq.) as amended; (ii) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), as amended; (iii) the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), as amended; (iv) the Clean Air Act (42 U.S.C. §§ 7401 et seq.) as amended; (v) the Clean Water Act (33 U.S.C. §§ 1251 et seq.) as amended; (vi) the Toxic Substances Control Act (15 U.S.C. §§2601 et seq.) as amended; (vii) the Hazardous Materials Transportation Act (49 U.S.C. §§1801 et seq.) as amended; (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), as amended; (ix) the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as amended; (x) any state, county, municipal or local statutes, laws or ordinances similar or analogous to the statutes listed in parts (i) - (ix) of this definition; (xi) any amendments to the statutes, laws or ordinances listed in parts (i) - (x) of this definition, regardless of whether the same are in existence on the date hereof; (xii) any rules, regulations, guidelines, directives, orders or the like adopted pursuant to or to implement the statutes, laws, ordinances and amendments listed in parts (i) - (xi) of this definition; and (xiii) any other law, statute, ordinance, amendment, rule, regulation, guideline, directive, order or the like relating to environmental or other matters covered by the foregoing.

"Governmental Authorities" shall mean any board, bureau, commission, department or body of any municipal, township, county, city, state or federal governmental unit, or any subdivision thereof, having or acquiring jurisdiction over any of the Property or the ownership, management, operation, use or improvement thereof.

"Hazardous Conditions" shall mean the presence on, in or about the Property (including ground water) of Hazardous Materials, the concentration, condition, quantity, location or other characteristic of which fails to comply with applicable Environmental Laws. "Hazardous Material" shall mean any chemical, substance, waste, material, equipment or fixture defined as or deemed hazardous, toxic, a pollutant, a contaminant, or otherwise regulated under any Environmental Law, including but not limited to Hazardous Material Litigation. No proceeding, suit or litigation relating to the Seller or the Property or any part thereof is pending or, to the best of Seller's actual knowledge, threatened in any court or other tribunal or before any Governmental Authority. Seller is not the subject of, nor has Seller received any written notice of or threat that it has or will become the subject of, any actions or proceedings under the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq.

("Bankruptcy Code"), or under any other federal, state or local laws affecting the rights of debtors and/or creditors generally, whether voluntary or involuntary and including, without limitation, proceedings to set aside or avoid any transfer of any interest in property or obligations, whether denominated as a fraudulent conveyance, preferential transfer or otherwise, or to recover the value thereof or to charge, encumber or impose a lien thereon.

5.8 FIRPTA. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "**Code**"), and the sale of the Property is not subject to the federal income tax withholding requirements of such section of the Code.

5.9 Mechanic's Liens. There are no claims for labor performed, materials furnished or services rendered in connection with the development, construction, improvement, renovation or repair of the Property with respect to which liens may or could be filed against the Property, either pending or threatened.

5.10 Tax Matters. No federal or other taxing authority (each, a "**Taxing Authority**" and collectively, the "**Taxing Authorities**") has asserted in writing any tax deficiency, lien, interest or penalty against Seller or the Property that has not been paid, and there is no pending audit or inquiry from any Taxing Authority relating to Seller or the Property, and to Seller's knowledge, no event has occurred and no condition or circumstance exists which presents a material risk that any tax deficiency, lien, interest, penalty or other assessment will be imposed against Seller or the Property.

5.11 Re-Zoning. Seller is not a party to, nor does Seller have any actual knowledge of, any threatened proceeding for the rezoning of the Property or any portion thereof, or the taking of any other action by governmental authorities that would have an adverse or material impact on the value of the Property or use thereof.

5.12 Condemnation. Seller has not received any written notice advising it of any pending or threatened condemnation or other governmental taking proceedings affecting all or any part of the Property.

5.12 Except as otherwise provided herein, Seller is making no warranties as to the condition of the Property is being conveyed "AS IS, WHERE IS AND WITH ALL FAULTS."

6. **Closing Conditions.**

- A. Easement. The City and Seller shall have entered into a written Deed of Easement Agreement and Maintenance Agreement for the easement depicted on Exhibit A. The form of the Easement Agreement is attached hereto as Exhibit B.

7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees. This Agreement shall also be deemed to run with the land.

8. **Notice.** Notices and other communications required or permitted to be given hereunder shall be deemed to have been duly given if in writing and delivered by recognized overnight delivery service or email transmission, as follows:

To Seller

Sergey Pivovar Revocable Living Trust dated the 18th day of May, 2022
13551 Pulaski Drive
Hagerstown, Maryland 21742
Attn: Mr. Sergey Pivovar, Trustee

To the City

Eric Deike, Director of Public Works
City of Hagerstown
51 West Memorial Boulevard
Hagerstown, Maryland 21740
edeike@hagerstownmd.org

With a copy to:

Jason Morton
Salvatore & Morton, LLC
20 West Washington Street, Suite 402
Hagerstown, Maryland 21740
jmorton@salvatoremorton.com

9. **Governing Law.** Regardless of its place of execution, this Agreement shall be governed by the laws of the State of Maryland as to interpretation, construction, and performance, without regard to its conflicts of law provisions.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, there being no other terms, oral or written, except as herein expressed.

11. **Counterparts.** This Agreement (i) may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument; (ii) may be executed by copies of physically signed documents exchanged via email attachment in PDF format or equivalent.

12. **Exhibits Incorporated.** Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

13. **Amendments.** This Agreement may be amended, changed or modified only by written amendment executed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless in writing signed by the party charged.

14. **Further Agreements.** The parties shall at any time and from time to time after Closing, upon request of the other, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, conveyances and assurances as may reasonably be required for the better conveying, transferring, assuring and confirming the terms and conditions contemplated herein.

15. **Time of the Essence.** Time shall be of the essence of this Agreement.

16. **Survival.** The obligations, agreements and covenants contained herein or liabilities accrued under this Agreement which, by their terms, require their performance after the expiration or termination of this Agreement shall be enforceable after the Closing or other *de jure* termination of this Agreement, the parties specifically acknowledging that the Closing and the execution and recordation of deed and deed of easement contemplated herein shall not terminate the obligations of the parties that are intended and by their terms survive the Closing.

17. **Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

18. **Waiver.** Neither party's waiver of the other's breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition in this Agreement.

19. **Assignment.** This Agreement may not be assigned by either party without the express written consent of each party.

20. **Headings.** Headings are intended only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement.

IN WITNESS WHEREOF, the Seller and the City have executed this Agreement as of the date set forth above.

ATTEST

CITY OF HAGERSTOWN

Donna K. Spickler, City Clerk

By: _____
William B. McIntire, Mayor

WITNESS/ATTEST

**SERGEY PIVOVAR REVOCABLE LIVING TRUST
DATED THE 18th DAY OF MAY, 2022**

BY: _____
Name: Sergey Pivovar
Title: Trustee

STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the Subscriber, Notary Public in and for the State and County aforesaid, personally appeared **William B. McIntire**, Mayor of the City of Hagerstown, and he acknowledged the foregoing Property Acquisition Agreement to be his act and deed on behalf of the City of Hagerstown and he did further certify that he is duly authorized to make this acknowledgement on its behalf and that he is duly authorized to execute this Agreement on its behalf.

WITNESS my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

My commission expires:

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Sergey Pivovar**, Trustee of the Sergey Pivovar Revocable Living Trust dated the 18th Day of May, 2022, who acknowledged the foregoing Property Acquisition Agreement to be the act

and deed of said trust, that he is authorized to make this acknowledgment and that the within instrument, and that the foregoing transfer is for the monetary consideration set forth herein and the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

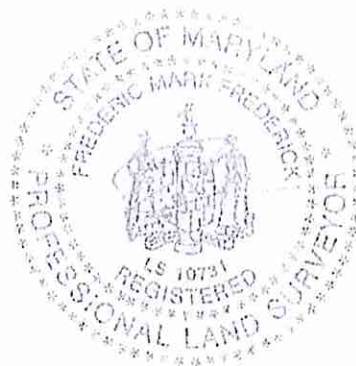
My Commission expires:

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

Exhibit A

**Public Walkway Easement for the City of Hagerstown Concept 05-07-2025
(one page)**

**PUBLIC WALKWAY EASEMENT
FOR THE CITY OF HAGERSTOWN
CONCEPT 05-07-25**



LINE	BEARING	DISTANCE
E1	N 54°26'58" E	154.49'
E2	N 35°33'02" W	77.85'
E3	N 87°17'46" W	114.00'
E4	N 11°54'43" W	59.53'
E5	N 73°05'10" W	102.90'
E6	S 12°18'23" E	117.40'
E7	S 22°25'20" E	148.34'
E8	N 85°20'16" E	62.78'

N/F
CITY OF
HAGERSTOWN
L.220, F.462

AUTUMN CREEK

PROPOSED WALKWAY

AT AETNA ROAD
(CARRIWAY & ROW VARIES)

S 73°06'54" E
199.74'

S 11°54'43" E
59.53'

S 87°17'46" E
114.00'

S 35°33'02" E
77.85'

S 54°26'58" W
154.49'

PROPOSED WALKWAY

PROPOSED 0.79 AC
ACCESS /
MAINTENANCE
EASEMENT OVER
LANDS OF SERGEY
PIVOVAR TO SERVE
THE CITY OF
HAGERSTOWN

LANDS OF
CITY OF
HAGERSTOWN
L.220, F.462

LANDS OF
CITY OF
HAGERSTOWN
L.220, F.462
17-023334

N/F
DAWN A SULICK
L.2491, F.339

LANDS OF
SERGEY PIVOVAR, AS
TRUSTEE OF THE SERGEY
PIVOVAR REVOCABLE LIVING
TRUST DATED THE 18TH DAY
OF MAY 2002
L.7170, F.202
17-025759



N/D STATE PLANE
NAD 83 NAVD 83

Professional Certification
I hereby certify that these documents were prepared by me or
under my responsible charge, and that I am a duly licensed



Exhibit B
Form of Deed of Easement and Maintenance Agreement
between City and Sergey Pivovar Revocable Living Trust dated the 18th Day of May,
2022
(5 pages)

Election District No. 17
Part of Property Map 311, Parcel No. 973
Tax Parcel ID No.: 17-025759

DEED OF EASEMENT
AND MAINTENANCE AGREEMENT

THIS DEED OF EASEMENT AND MAINTENANCE AGREEMENT is made this ____ day of _____, 2025, by and between the **SERGEY PIVOVAR REVOCABLE LIVING TRUST DATED THE 18TH DAY OF MAY, 2022**, a Maryland trust in the State of Maryland (hereinafter sometimes referred to as "Grantor") and the **MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND**, a municipal corporation of the State of Maryland, (hereinafter sometimes referred to as "Grantee").

WITNESSETH: That for TWENTY THOUSAND DOLLARS AND 00/100 CENTS (\$20,000.00) monetary consideration and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a **Perpetual and Permanent Easement** and the right of ingress and egress for the purpose of constructing, maintaining, repairing, replacing and removing, as needed, a raised wooden walkway for public access to the Antietam Creek and the necessary accessories, fixtures and appurtenances thereto (collectively "the Facilities"), across and over a portion of the unimproved property, situate in Election District No. 17 of Washington County, Maryland, near the southern side of Mt Aetna Road, and more particularly described as follows: *"Proposed 0.79 AC Access/Maintenance Easement over Lands of Sergey Pivovarov to Serve the City of Hagerstown."*

Being a portion of all that piece or parcel of land that was conveyed by REO 2015, LLC unto the Grantor by deed dated November 30, 2022, and recorded among the Land Records of Washington County, Maryland, in Liber 7170, folio 202.

The above-described easement is graphically depicted as *"Proposed 0.79 AC Access/Maintenance Easement over Lands of Sergey Pivovarov to Serve the City of Hagerstown,"* on the drawing entitled "Public Walkway Easement for the City of Hagerstown Concept 05-07-2025," consisting of one (1) page, a copy of which is appended hereto and made a part hereof.

SUBJECT to all other easements, rights of way, covenants, conditions and restrictions of record applicable thereto.

AND SUBJECT to the rights and obligations contained herein.

TO HAVE AND TO HOLD the right and privilege of the easement hereby granted to the use and benefit of the within Grantee, its successors and assigns.



AND IT IS FURTHER understood and agreed by the parties that the easement herein granted is granted under and subject to the following terms and conditions:

1. Grantee shall perform, at its cost and effort, such maintenance, repairs, and replacements as are necessary to keep the Facilities clear and functioning so as not to cause damage to Grantor's property. Grantee shall repair, at its cost and effort, any changes made to the easement area or Grantor's property as a result of any maintenance and repairs.
2. Except as otherwise provided in this Deed of Easement and Maintenance Agreement, neither party shall, without the written permission of the other directly or through others, erect any gate, fence, building or other structure within the easement area; make a fill or excavation of the earth so as to cause a change in contour; intentionally inundate the land with water, or otherwise alter the easement area. In the event a party removes any obstruction or otherwise corrects any condition constituting a violation of this paragraph, the violating party shall promptly reimburse other party's reasonable costs of doing so.
3. Grantee shall indemnify, hold harmless, and defend the Grantor from any and all claims, rights, judgments, etc. resulting from injuries, including death, damages and losses sustained by any person or property arising from the Grantee's negligence in the use of the easement area conveyed herein or the construction, maintenance or repair of the Facilities.
4. Grantor shall continue to maintain, repair and/or replace the dam/weir which is located on Grantor's property. Grantee shall have no obligation with respect to the dam/weir, and the Grantor shall indemnify and hold harmless the Grantee with respect to any liability stemming from the dam/weir.
5. This Deed of Easement and Maintenance Agreement shall be for the exclusive use of the Grantee, its guests and invitees, shall run with the land and be binding upon and inure to the benefit of the parties and their respective successors and assigns, and the terms "Grantor" and "Grantee" hereunder shall include their respective successor and assigns.
6. This Deed of Easement is conveyed together with the right to excavate for the construction, repair, and/or replacement of the Facilities; together with the further right to remove trees, bushes, undergrowth, or other obstructions interfering with the operation, maintenance, and/or replacement thereof.
7. Both parties acknowledge that this Deed of Easement is subject to Natural Resources Article §§5-906 (f)(1)(I) and 5-906(f)(1)(II) which state: Land acquired or developed under a State grant from Program Open Space may not be converted, without written approval of the Secretary, the Secretary of the Department of Budget Management, and the Secretary of the Department of Planning from outdoor public recreation or open space use to any other use. Any conversion in land use may be approved only after the local governing body

replaces the land with land of at least equivalent area and of equal recreation open space value. In addition, Natural Resources Article 85-906 (f)(2)(i) states: For any conversion of land acquired or developed under a State grant from Program Open Space as provided in paragraph (1) of this subsection, the appraised monetary value of the land proposed for acquisition shall be equal to or greater than the appraised monetary value of the land to be converted, under the proposed new use of the of the converted land. For purposes of this paragraph, "land" shall mean and refer to the Grantee's easement interest.

WITNESS the hand and seal of Grantor and Grantee.

ATTEST:

SERGEY PIVOVAR REVOCABLE LIVING TRUST DATED
THE 18th of MAY 2022

By: _____(SEAL)
Sergey Pivovarov, Trustee

ATTEST:

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, Clerk

By: _____(SEAL)
William B. McIntire, Mayor

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Sergey Pivovarov, Trustee of the Sergey Pivovarov Revocable Living Trust Dated the 18th Day of May, 2022, who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of said trust, that he is authorized to make this acknowledgment and that the within instrument, and that the foregoing transfer is for the monetary consideration set forth herein and the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires:

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **William B. McIntire, Mayor of the City of Hagerstown, Maryland**, who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of the Mayor and Council of the City of Hagerstown, that he is authorized to make this acknowledgment, that he is duly authorized to execute the foregoing, and did swear and affirm under the penalties of perjury that the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires:

I certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland, but the undersigned did not perform a title search, title examination or make any certification as to title.

Jason Morton

Mail to:

City of Hagerstown
Attn:
Donna K. Spickler
City Clerk
1 East Franklin Street
Hagerstown, MD 21740

PUBLIC WALKWAY EASEMENT
FOR THE CITY OF HAGERSTOWN
CONCEPT 05-07-25



LINE	BEARING	DISTANCE
E1	N 54°26'58" E	154.49'
E2	N 35°33'02" W	77.85'
E3	N 87°17'46" W	114.00'
E4	N 11°54'43" W	59.53'
E5	N 73°05'10" W	102.90'
E6	S 12°18'23" E	117.40'
E7	S 22°25'20" E	148.34'
E8	N 85°20'16" E	62.78'

N/F
 CITY OF
 HAGERSTOWN
 L.220, F.462

ANTETAM CREEK

PROPOSED WALKWAY

MT AETNA ROAD
 (CARTWAY & ROW VARIES)

S 73°06'54" E
 199.74'

EXISTING EASEMENT
 FOR WATER LINES

PROPOSED 0.79 AC
 ACCESS /
 MAINTENANCE
 EASEMENT OVER
 LANDS OF SERGEY
 PIVOVAR TO SERVE
 THE CITY OF
 HAGERSTOWN

PROPOSED WALKWAY

EX. 30% WIDE PEDESTRIAN
 EASEMENT FOR
 WTR MAINTENANCE
 PER 6.11 F. 462

LANDS OF
 CITY OF
 HAGERSTOWN
 L.220, F.462

LANDS OF
 SERGEY PIVOVAR, AS
 TRUSTEE OF THE SERGEY
 PIVOVAR REVOCABLE LIVING
 TRUST DATED THE 18TH DAY
 OF MAY 2022
 L.7170, F.202
 17-025759

LANDS OF
 CITY OF
 HAGERSTOWN
 L.220, F.462
 17-022334

N/F
 DAWN A SULICK
 L.2491, F.338

MD STATE PLANE
 NAD 83 NAVD 88

Professional Certification

I hereby certify that these documents were prepared by me or
 under my responsible charge, and that I am a duly licensed

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

Topic:

Introduction of an Ordinance: Amendment to Chapter 79, Curfew for Juveniles

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Intro_Ordinance_Amendments_City_Code_Chapter_79_Curfew_for_Juveniles.pdf

Intro Ord:
Amend
Chapter 79 -
Curfew
Juveniles

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 25, 2025

TOPIC: Introduction of an Ordinance: Amendments to City Code Chapter 79,
Curfew for Juveniles

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

MOTION: I hereby move to introduce an ordinance to amend the City Code, Chapter 79, Curfew for Juveniles by redefining terms, changing the hours when in effect, and modifying the schedule of fines. These revisions incorporate the Mayor and Council discussion on September 16, 2025.

DATE OF INTRODUCTION: November 25, 2025
DATE OF PASSAGE: December 16, 2025
EFFECTIVE DATE: January 16, 2026

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO AMEND THE CODE OF THE
CITY OF HAGERSTOWN, AMENDING CHAPTER 79, *CURFEW FOR JUVENILES* BY
(1) REDEFINING THE TERMS “PARENT” AND “PUBLIC PLACE” IN §79-1; (2)
CHANGING THE HOURS WHEN THE CURFEW IS IN EFFECT IN §79-2; AND
MODIFYING THE SCHEDULE OF FINES IN § 79-5**

RECITALS

WHEREAS, the Mayor and Council have enacted Chapter 79 *Curfew for Juveniles* of the City Code to regulate the hours when children under the age of seventeen (17) years may be out and about during certain hours within the corporate limits of the City of Hagerstown; and

WHEREAS, the Mayor and Council desire to amend the aforesaid Chapter 79 to (1) re-define the term “Parent” and “Public Place;” (2) changing the hours when the curfew is in effect; and (3) modifying the schedule of fines for violations of the Ordinance;

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens of the City of Hagerstown to do so;

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

See attached revisions in redline to Chapter 79. Except where noted, no change has been made to said Chapter.

Section 4. Effective Date. This Ordinance 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 at the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

William B. McIntire, Mayor

Date of Introduction: November 25, 2025
Date of Passage: December 16, 2025
Effective Date: January 16, 2026

PREPARED BY:
SALVATORE & MORTON, LLC,
CITY ATTORNEY

Chapter 79

CURFEW FOR JUVENILES

§ 79-1.	Definitions.	§ 79-4.	Parent responsibility.
§ 79-2.	Curfew for juveniles.	§ 79-5.	Violations and penalties.
§ 79-3.	Exceptions and defenses.		

[HISTORY: Adopted by the Mayor and Council of the City of Hagerstown 10-28-2003 by Ord. No. 2003-37.¹ Amendments noted where applicable.]

§ 79-1. Definitions.

For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meanings given herein.

CITY — The City of Hagerstown, Maryland, with administrative offices at 1 East Franklin Street, City Hall, Hagerstown, Maryland 21740.

EMERGENCY — An unforeseen circumstance or combination of circumstances that requires immediate action. This term includes but is not limited to a fire, natural disaster, automobile accident or any situation requiring immediate action to prevent serious bodily injury, loss of life or extensive property damage.

JUVENILE — For the purposes of this chapter, a juvenile is any unmarried, unemancipated person under 17 years of age.**[Amended 10-28-2014 by Ord. No. O-14-21]**

PARENT — Any person having physical or legal custody of a juvenile as a biological, step- or adoptive parent, a legal guardian, a person over the age of 18 who stands in loco parentis or a person to whom physical custody has been awarded by court order.

PUBLIC PLACE — Any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, sidewalks, alleys, common areas of schools, shopping centers, parking lots, parks, playgrounds, transportation facilities, theaters, restaurants, convenience stores, shops, bowling alleys, taverns, cafes, arcades and similar areas that are open to the use of the public.

§ 79-2. Curfew for juveniles.

It shall be unlawful, unless otherwise provided herein, for any juvenile to be or remain in or upon a public place within the City of Hagerstown during the following periods:

Every day of the week from 11:00 p.m. on that day until 5:00 a.m. on the following day.

~~A. 10:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 5:00 a.m. of the following day; and~~

~~B. 11:00 p.m. on any Friday or Saturday until 5:00 a.m. the following day.~~

§ 79-3. Exceptions and defenses.

The following shall constitute valid exceptions and defenses to the operation of this chapter:

1. Editor's Note: This ordinance also repealed former Ch. 79, Curfew for Juveniles, adopted 9-26-1995 by Ord. No. 1995-31.

- A. When a juvenile is accompanied by the juvenile's parent
- B. When a juvenile is attending or returning home by a direct route without any unnecessary detour or stop from a City event, a school activity or an activity of a religious or civic organization, or of a place of public entertainment, such as a movie, play or sporting event.
- C. When the juvenile is engaged in a legal employment activity or is returning from or going to his or her place of employment by a direct route.
- D. When a juvenile, with consent of his or her parent is engaged in interstate travel through the City, or beginning or ending in the City.
- E. When a juvenile is on the property where the juvenile resides, or on the sidewalk abutting the juvenile's residence.
- F. When a juvenile is exercising his or her First Amendment rights protected by the United States Constitution, including the rights of freedom of speech, assembly and the exercise of religion, after providing the Chief of Police with advance written notice of the time, place and manner of the exercise of such rights, signed by the juvenile and his or her parent.
- G. In case of an emergency.

§ 79-4. Parent responsibility.

It shall be unlawful for a parent to knowingly permit the juvenile to remain in any public place in violation of § 79-2 hereof. The term "knowingly" includes actual knowledge and knowledge that a parent should reasonably be expected to have concerning the whereabouts of a juvenile in that parent's care.

§ 79-5. Violations and penalties.

- A. Any juvenile who shall violate any of the provisions of this chapter may be charged with having committed a misdemeanor, punishable by a fine not to exceed \$500, and be prosecuted in accordance with Maryland Law. [Amended 9-15-2015 by Ord. No. O-15-24]
- B. Any individual who violates § 79-4 hereof shall be guilty of a municipal infraction and shall be subject to a fine in the following prepayable amount of \$500.00 [Amended 10-28-2014 by Ord. No. O-14-21]

~~(1) First offense: written warning.~~

~~(2) Second offense: fine of \$100.~~

~~(3) Third offense: fine of \$250.~~

~~(4) Fourth or subsequent offense: fine of \$500.~~

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

Topic:

Introduction of an Ordinance: Zoning Map Amendment (ZM-2025-02) - Lorch Property 1912 Day Road, Hagerstown

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Introduction_of_an_Ordinance_Zoning_Map_Amendment-
Lorch_Property_12912_Day_Road(ZM-2025-02).pdf

Description

Introduction of an
Ordinance: Zoning Map
Amendment-Lorch Property
1912 Day Road(ZM-2025-
02)

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: November 25, 2025

TOPIC: Introduction of an Ordinance: Zoning Map Amendment – Lorch Property
1912 Day Road (ZM-2025-02)

Charter Amendment	_____
Code Amendment	_____
Ordinance	X
Resolution	_____
Other	_____

MOTION: I hereby move that the Mayor and City Council introduce an Ordinance to amend the Zoning Map of the City of Hagerstown to reclassify a portion of the subject 93 acre property (more or less) from its current CG (Commercial General) zoning classification to N-MU (Neighborhood – Mixed Use), pursuant to the application and exhibits entered into the record in this matter and the attached Decision and Order.

DATE OF HEARING:	10/27/2025
DATE OF INTRODUCTION:	11/25/2025
DATE OF PASSAGE:	12/16/2025
EFFECTIVE DATE:	01/15/2026

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
AND ZONING MAP OF THE CITY OF HAGERSTOWN**

WHEREAS; pursuant to the provisions of Article 4, Zoning, of the Land Management Code of the City of Hagerstown, Maryland, an application for rezoning and zoning map reclassification was made by CURRWOOD DH, LLC; and

WHEREAS; said application for zoning classification and amendment to the Zoning Map and Zoning Ordinance is known as Case No. ZM-2025-02; and

WHEREAS; the Mayor and City Council, as the duly constituted legislative body for the City held a Public Hearing on the proposed amendment to ZM-2025-02 in compliance with the Zoning Ordinance on October 27, 2025, wherein the Applicants and the general public were given an opportunity to fully present evidence and information pertinent to the request for zoning classification amendment and amendment to the Zoning Ordinance;

WHEREAS; the Mayor and City Council, prior to and subsequent thereto, have complied with all of the provisions of the General Laws of the State of Maryland and the Zoning Ordinance for the City of Hagerstown; and

WHEREAS; said Mayor and City Council do find and determine in this case, based on said Public Hearing and the evidence presented therein, and having considered all of the criteria as set forth by the laws of the State of Maryland and the Zoning Ordinance, did on November 25, 2025, take formal action to approve the Landmark Overlay for the property designated as 1912 DAY ROAD, Hagerstown, Maryland, also known as the "Lorich Tract".

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council for Hagerstown, Maryland, that the zoning reclassification and zoning map amendment requesting Case No. ZM-2025-02 to reclassify a portion of this property from its current CG (Commercial General) classification to a N-MU (Neighborhood Mixed Use) classification is hereby granted pursuant to the conditions and requirements set forth in the Opinion and Findings of Fact and illustration, attached hereto as Exhibit A, and incorporated herein by reference.

WITNESS:

MAYOR AND CITY COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

William McIntire, Mayor

PUBLIC HEARING: 10/27/2025

DATE OF INTRODUCTION: 11/25/2025

DATE OF PASSAGE: 12/16/2025

EFFECTIVE DATE: 01/15/2026

EXHIBIT "A" ZONING
RECLASSIFICATION APPLICATION NO. ZM-2025-02

Applicant: Curwood DH, LLC
Location: 1912 Day Road
Hagerstown, Maryland 21740

OPINION AND FINDINGS OF FACTS

The foregoing matter was originally heard at Public Hearing by the Mayor and City Council on October 27, 2025, in accordance with the provisions of the Zoning Ordinance for the City of Hagerstown, Maryland.

FINDINGS OF FACT

The property, which is the subject of the proposed map amendment, is located at 1912 Day Road.

The proposal was filed by a contract purchaser of the property with consent of the property owner of the property.

The tract consists of 93 acres, more or less, contains one dwelling and is mostly used for agricultural production.

The Applicant intends to develop the tract as a unified development with a mixture of multiple housing types, with two commercial pads on Dual Highway, and to convey approximately 1 acre behind an adjacent office building to that property. These three areas will remain zoned CG. The center of the site is impacted by the 100-year floodplain as depicted on the City's 2017 Revised FEMA Floodplain Map.

The property is bisected by the zoning district boundary. The CG zoned area includes lands that are set back behind front-tier commercial spaces fronting Dual Highway, making the likely development of the eastern portion of the CG zoned lands difficult or unlikely for commercial uses that would most benefit from visibility from Dual Highway.

The area was initially zoned C2 (now relabeled CG) when the property was annexed in 1978, and the built environment along Dual Highway has evolved more over that time to focus commercial uses closer to Dual Highway. The district line was adjusted in a minor fashion in the 2010 Comprehensive Rezoning to make the division between districts more logical but did not take into account the possibility that a single developer would develop the tract for a unified development.

Dividing the property in the manner depicted, via a line drawn in a relatively arbitrary manner that leaves substantial portions of the tract in two zoning district without consideration of the shape, location or existing features of the property is clear evidence that the assigned CG zoning for a significant portion of the property of mistake in the current zoning of the area in question. Retention of the classifications as current depicted creates complications and difficulties in developing the tract in a unified manner.

CONCLUSION

Therefore, the Mayor and City Council find that those matters contained in the staff analysis and presented by the applicants at the Public Hearing on October 27, 2025, to be true and accurate, and that all procedural requirements prerequisite to approval of the reclassification of the lands subject to this application have been met. The Mayor and City Council find as a matter of fact the following:

1. The Applicant has sufficiently demonstrated that the current classification of the area in question is a "mistake" pursuant to Maryland law; and
2. The appropriate classification of the area in question, as depicted on the illustration included in this exhibit, is N-MU (Neighborhood – Mixed Use); and
3. The proposal generally does not violate the spirit and intent of the Zoning Ordinance; and
4. The proposal will not materially or adversely affect adjoining properties.

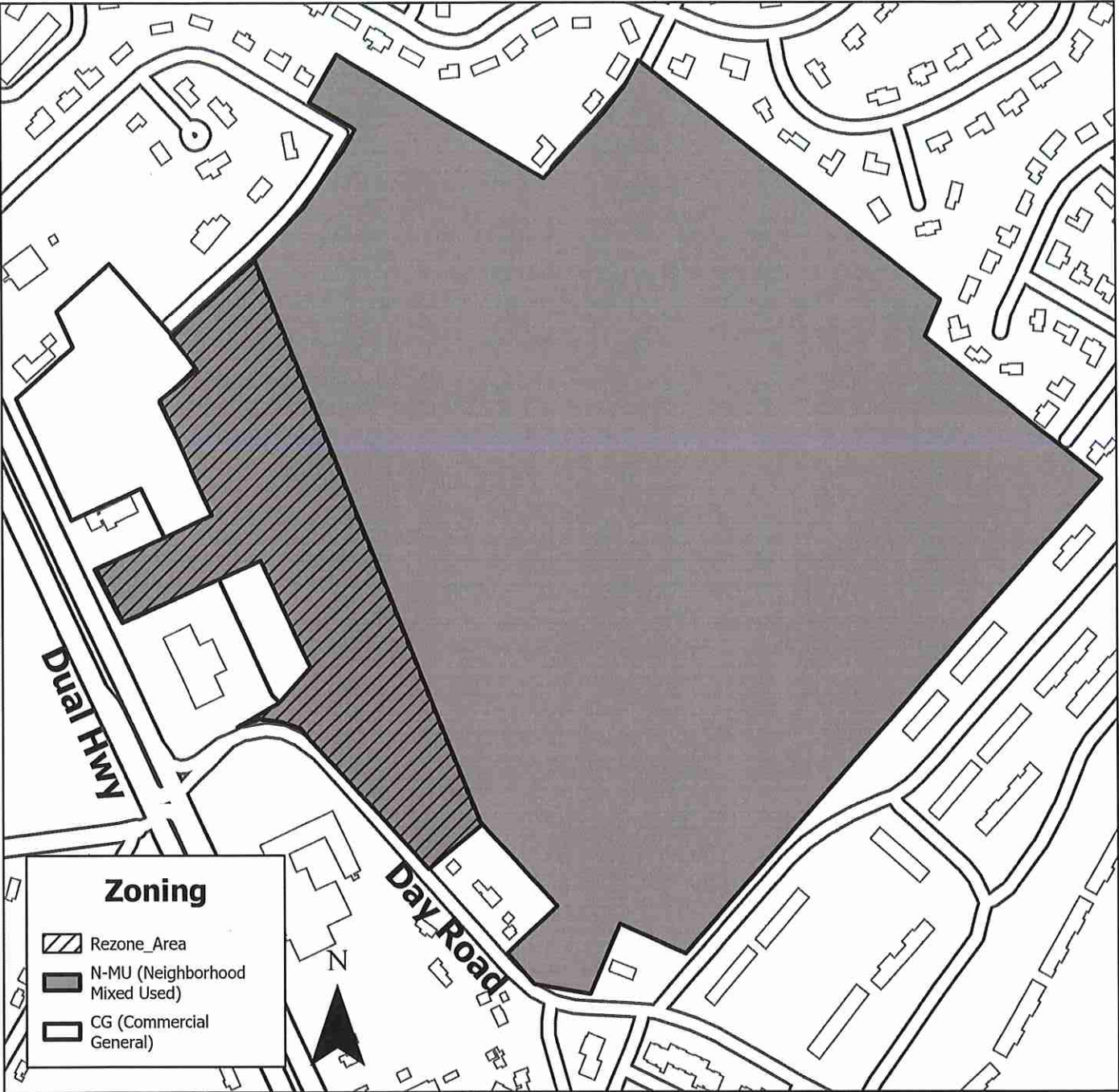
The Mayor and City Council further finds that in order to protect the real and/or perceived interests of both the current property owner and the Applicant/contract purchaser, that the reclassification shall be effective after the effective date of the Ordinance adopting this reclassification, and within the time period requested by the Applicant, becoming effective upon the conveyance of the property to the Applicant. Should the property not be conveyed to the applicant, this approval shall expire.

MAYOR AND COUNCIL FOR THE
CITY OF HAGERSTOWN, MARYLAND

By: _____

William McIntire, Mayor

Exhibit A



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

Topic:

Approval of Application for FY27 Program Open Space (POS) Funding

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Approval_of_Application_FY_2027_POS_Funding.pdf

Description

Motion: Approval of
Application FY 2027 POS
Funding

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: November 25, 2025

TOPIC: APPROVAL OF APPLICATION FOR FY 2027 PROGRAM OPEN SPACE FUNDING

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move for Mayor and Council approval of a grant application to the Maryland State Department of Natural Resources requesting Fiscal Year 2027 Program Open Space development funding for improvements to the City's recreational facilities. The requested Program Open Space share of the projects is as follows:

1. Replace Playground Equipment at Ridge Avenue Playground: \$135,000.
2. Construct Skatepark Shade Structure: \$36,000.

Date of Introduction:	November 25, 2025
Date of Passage:	November 25, 2025
Effective Date:	November 25, 2025



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: November 7, 2025

SUBJECT: Program Open Space FY27 Grant Request

MAYOR AND COUNCIL ACTION REQUESTED

Staff is seeking approval from the Mayor and Council to apply for Program Open Space (POS) grant funding for Fiscal Year 2027 (FY27).

DISCUSSION

POS is a grant through the Maryland State Department of Natural Resources (DNR). DNR places the responsibility of grant review to the local county jurisdictions. The City's request will first go to Washington County Government for review and must be submitted by the end of the calendar year.

Each year, staff reviews and recommends any number of projects to be submitted for POS funding. The list of projects for FY27 and beyond is attached for your review.

The recommended FY27 projects in order of priority are as follows:

1. Replace Playground Equipment at Ridge Avenue Playground: Ridge Avenue Playground is located in the southwest quadrant of the City along Ridge Avenue running parallel to Burhans Boulevard. This small playground includes playground equipment of various configurations, basketball hoops, and a pavilion. The park serves a smaller community surrounded on 2 sides by active railroad tracks.
2. Construct a Shade Structure at the Fairgrounds Skatepark: It has been brought to our attention that the skaters and bicyclist are looking for more shade at the skatepark. The skatepark is a newer amenity to Fairgrounds Park and is still evolving. Skaters and bicyclists alike spend long hours at this park honing their skills or watching fellow skaters and bicyclists. There are few mature trees and only a couple of shade structures.

Attached are photos of the proposed projects and locations.

POS requires projects to have a useful life of at least 20 years. Proposed projects of a less useful lifespan are typically rejected by Washington County and DNR. For example, resurfacing a tennis or basketball court would not be funded but repaving the courts plus resurfacing could possibly be funded.

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

There is no guarantee that any or all the projects will be accepted. The proposed projects are submitted to Washington County Engineering Department. All requested projects throughout the County are brought before the Washington County Board of Parks & Recreation, who review all the projects. They can accept the projects as submitted, accept a portion of the projects, or reject all the projects.

DNR receives the Washington County approved list of projects. All the projects throughout the State are then taken to the Maryland State Public Works Board for final approval. Until written confirmation is received, the projects cannot move forward, or the funding could be jeopardized.

The applications are to include a 5-year plan. This plan varies from year-to-year as changes to priorities and funding occur.

FINANCIAL IMPACT

Local funding typically requires at least a 10% match. If both projects are accepted, the City match would equate to \$30,000.

The City funding may or may not affect the FY27 budget. The projects are to be completed within a 5-year period of time. Therefore, City funds can sometimes be carried forward to future budgets if the projects are not completed within the proposed fiscal year. This can be due for a number of reasons including permitting, size of the project, or simply inadequate labor to complete a project in a timely manner.

RECOMMENDATION

Staff recommend submitting the project list as attached for POS grant funding consideration. Washington County staff will review the project to determine which projects may be funded. The final decision will be made by DNR later in calendar year 2026.

Att: 5-Year Project Plan, Project Map, Photos, Motion Sheet

C: Parks Staff

Finance Staff

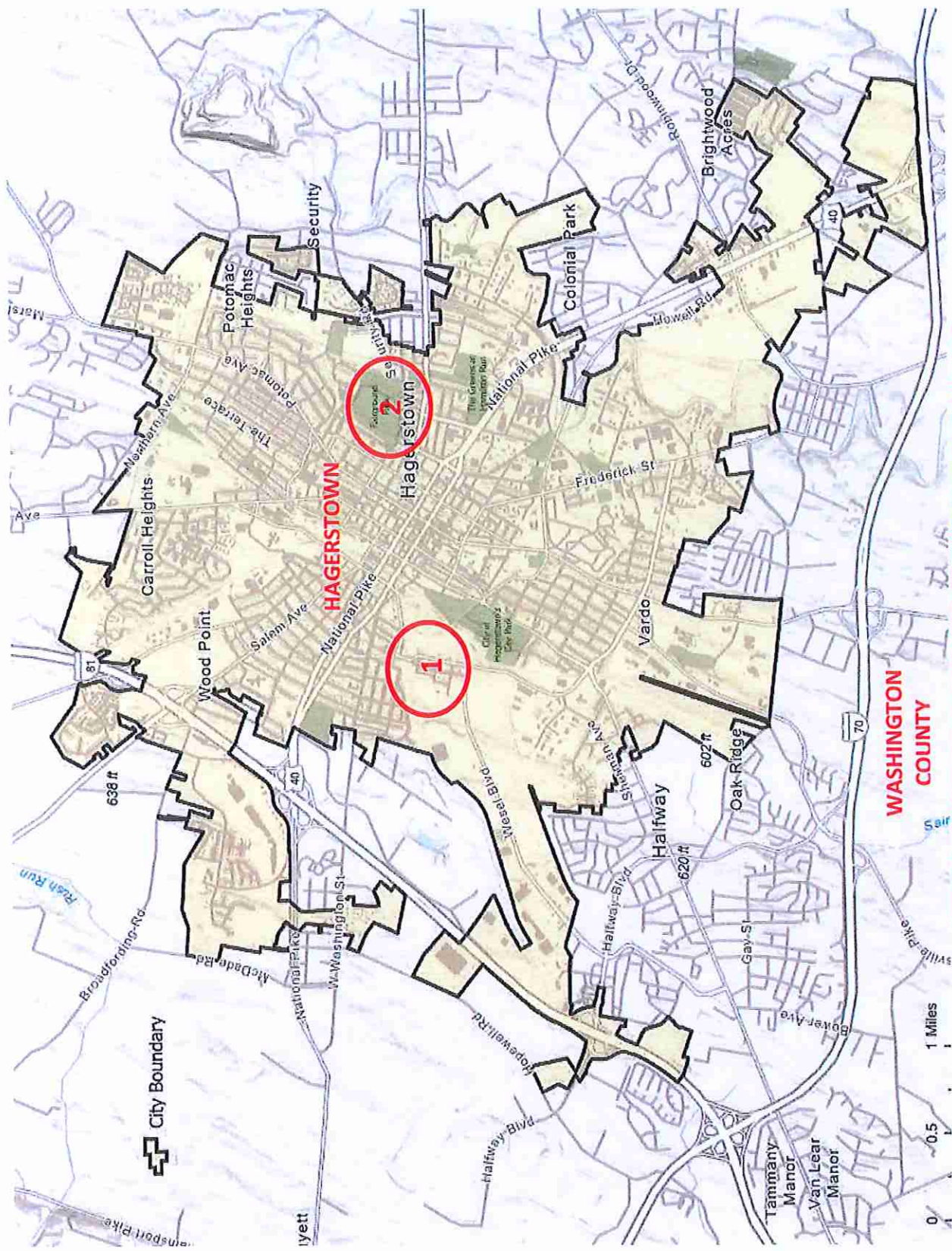
Public Works Department
51 West Memorial Blvd.
Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 178

Parks and Recreation Division
351 North Cleveland Ave.
Hagerstown, MD 21740
Ext. 169

Parking Division
1 E. Franklin St.
Hagerstown, MD 21740
Ext.479

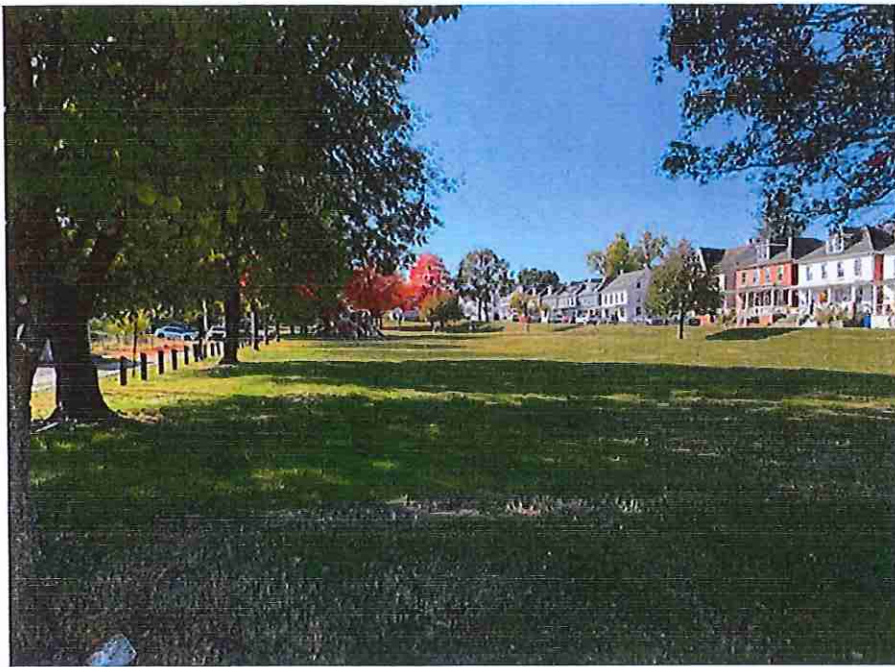
CITY OF HAGERSTOWN
5-YEAR PROGRAM OPEN SPACE
PROPOSED PLAN FY27 – 31 (Listed by Priority)

Fiscal Year	CIP #	Project	Location	Est. Cost	POS Funds Requested	City Match
2027	C0665	Replace Playground Equipment	Ridge Ave Playground	\$150,000	\$135,000	\$15,000
2027	C0626	Construct Skatepark Shade Structure	Fairgrounds Park	\$40,000	\$36,000	\$4,000
2028	C0665	Replace Playground Equipment	Hamilton Playground	\$150,000	\$135,000	\$15,000
2028	C0626	Parking Lot Improvements Near BMX	Fairgrounds Park	\$400,000	\$200,000	\$200,000
2029	C0293	Replace Playground Equipment	Wheaton Park	\$175,000	\$157,500	\$17,500
2029	C0822	Outdoor Pool Shade Structure	Potterfield Pool	\$40,000	\$36,000	\$4,000
2029	C0522	Construct Museum Drive Restrooms	City Park	\$425,000	\$382,500	\$42,500
2031	C0825	Golf Course Improvements of Cart Paths, Tee Boxes, Greens	The Greens at Hamilton Run Improvements	\$100,000	\$90,000	\$10,000
2031	C0237	Tables, Benches, Trash Cans	Multiple Parks	\$55,000	\$49,500	\$5,500



CITY OF HAGERSTOWN FY27 POS PROJECTS LOCATION MAP

- 1. REPLACE PLAYGROUND EQUIPMENT AT RIDGE AVENUE PLAYGROUND**
- 2. CONSTRUCT A SHADE STRUCTURE AT THE FAIRGROUNDS SKATEPARK**



Ridge Avenue Playground looking south



Ridge Avenue Playground looking southeast



Ridge Avenue Park – Existing Playground Equipment



Fairgrounds Skatepark



Fairgrounds Skatepark – Lone Shade Structure

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

Topic:

Approval of Guideline Changes to the Invest Hagerstown Sign and Facade Grant Program and Fire Suppression System Grant Program

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

112525_RS_Program_Guidelines_Update.pdf

Description

Approval of Guideline Changes to the Invest Hagerstown Sign and Facade Grant Program and Fire Suppression System Grant Program.

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

DATE: November 25, 2025

TOPIC: **Approval of Guideline Changes to the Invest Hagerstown Sign and Facade Grant Program and Fire Suppression System Grant Program**

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

MOTION:

I hereby move for the Mayor and City Council to approve the attached and revised guidelines and application forms for the following programs:

- 1- Invest Hagerstown Sign & Facade Grant,
- 2- Fire Suppression System Grant

Staff may make administrative edits with the approval of the City Administrator.

DATE OF INTRODUCTION: 11/25/2025

DATE OF PASSAGE: 11/25/2025

EFFECTIVE DATE: 11/25/2025



INVEST HAGERSTOWN – COMMERCIAL SIGN & FAÇADE GRANT PROGRAM

PROGRAM GOALS

In partnership with private developers, the City of Hagerstown wishes to:

1. Inspire and enable significant redevelopment, both city-wide and in the urban core, reusing and repurposing existing vacant and under-utilized properties, in which there are significant market and/or physical condition barriers to development or redevelopment.
2. Create the opportunity for new jobs throughout the City of Hagerstown and Washington County.
3. Increase the value of Hagerstown's residential, commercial, and mixed-use properties.
4. Strengthen and improve market-rate rental properties and increase homeownership.

SUMMARY

The goal of the Commercial Sign & Facade Grant Program is to provide an incentive to businesses and property owners to enhance their building's presentation to the public with improved storefront designs and other façade elements to contribute to the overall enhancement of the City Center. The City also recognizes attractive signage is an important part of running a successful business, and if done right, may assist in building brand visibility and increasing customer awareness. This program is subject to funding availability and is on a first-come, first-served basis. All projects must pertain to residential, commercial or mixed-use buildings within the City's Downtown.

1. Commercial Sign grants range from a minimum of \$250, to maximum of \$1,500.

Commercial Sign Program Grant Amounts		Required Applicant Match	Overall Project Total
Grant Minimum	\$250	\$250	\$500
Grant Maximum	\$1,500	\$1,500	\$3,000

2. Façade grants range from a minimum of \$2,500, to maximum of \$7,500.

FAÇADE PROGRAM GRANT AMOUNTS		Required Applicant Match	Overall Project Total
Grant Minimum	\$2,500	\$2,500	\$5,000
Grant Maximum	\$7,500	\$7,500	\$15,000

-
3. The grants both require a 1:1 match from the applicant. Example: a \$2,500 façade grant would require a \$2,500 investment from the applicant for a total project investment of \$5,000.
 4. The applicant is the party responsible for the project expenses. The applicant will be required to demonstrate expenditures equal to the grant and the required match related to work that was completed.
 5. A project may be defined as planned or in a pre-construction phase. Completed projects and those already in progress are ineligible. For projects that are planned, projects must start within 6 months of application. Work on facades must not begin and signs may not be ordered before City approval, and before HDC approval if required.
 6. The City determines the required date of completion based on the project completion date shown on the application plus reasonable contingency.
 7. Signs must be on-premise and applications must include sign dimensions, proposes design and layout, materials, and method of attachment.
 8. Funding will be awarded upon completion of an approved project and development plan.
 9. All projects shall comply with federal, State and local codes, laws and ordinances.
 10. All grants are subject to funding availability.
 11. Applications are accepted on a continual basis and the Invest Hagerstown Review Committee will review applications received monthly.
 12. Building permits are typically required for the following (including but not limited to): installation of awnings and canopies, structural repairs, electrical repairs/installation, etc. Please contact the Planning and Code Administration Department for official permit requirements.
 13. Any business planning to install signs at their location must check with the City of Hagerstown's Planning & Zoning Administration to determine allowable signage permissible, and to learn if a building permit is required for the proposed signs.

Eligible Applicants

1. Eligible properties must be located within the designated Downtown City-Center Mixed-Use (CC-MU) Zoning Area and consist of residential, commercial, institutional, or mixed-use buildings/storefronts. All improvements must be visible from the street or other public right-of-way.
2. Eligible signage may include wall signs, window signage, sidewalk signs, floor signs, and more as local zoning allows. Please refer to City of Hagerstown Regulations for Business Signs prior to application.
3. Eligible project costs include construction improvement costs, materials, and soft costs including architectural and engineering fees.
4. Any business, property owner, organization or non-profit entity planning exterior improvements such as façade improvements, new signage, lighting, awnings, etc.

Ineligible Applications

1. Grants will not be provided for animation, bare-bulbs, or flashing illumination or imagery.
2. Grants will not be provided for 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, and liquor stores.
3. Projects that do not meet the minimum investment threshold.
4. Applicants who are not in good standing with the City, County, State or Federal Governments.

Additional Requirements for Commercial Sign and Façade Projects Located in Downtown Historic District

1. City Historic District Commission (HDC) approval is required.
2. HDC requirements include submitting 1 copy of drawing, sized 11x17 inches or smaller (if larger, provide 12 copies) and manufacturer's literature for all materials being proposed and/or sample materials proposed.
3. Applicant will be required to attend a Historic District Commission Meeting. These meetings are typically held on the second and fourth Thursday of each month in *City Hall, Room 407*.
4. Planning and Code Administration staff will work with you to schedule the meeting. For questions regarding the Historic District Commission Meetings, contact the Planning & Code Administration's Administrative Coordinator by phone at 301-739-8577 Ext. 138, or by email at planning@hagerstownmd.org.
5. Historic District Commission (HDC) information and HDC meeting schedule and deadlines for submission of materials is available at: [https://www.hagerstownmd.org/101/Historic-District- Commission](https://www.hagerstownmd.org/101/Historic-District-Commission)
6. Failure of the applicant to provide requested documents and failure of the applicant or representative to appear at the scheduled HDC meeting, will result in postponement of the application until the next regularly scheduled meeting. The applicant may be dismissed if there are two (2) or more postponements. If an application is denied, the same application shall not be renewed within a period of one (1) year of the denial.
7. After the project is completed, photos showing that completed work must be submitted.

Any business or non-profit planning to install signs at their location must check with the City of Hagerstown to determine how much signage is permissible by Zoning and to learn if a building permit is required for the proposed signs. The following is a brief overview of the main sign regulations in the zoning ordinance for the downtown (CC-MU Zoning). For detailed information on what is permitted for each type of sign, it is recommended that you go to the Planning & Zoning page of the City web site and review the Signs section of the Zoning Article in the City's Land Management Code. If a property is located in a historic district, approval by the City's Historic District Commission is also required. For Zoning questions, email us at planning@hagerstownmd.org. For permit questions, email us at codecompliance@hagerstownmd.org.

Prohibited Signs – signs attached to vehicles and stationary equipment, temporary signs used over 90 days, and signs that completely cover glass entry doors are prohibited in any zoning district. In residential districts and the CC-MU and N-MU districts, animation, bare bulbs, or flashing illumination or imagery are prohibited.

Freestanding Signs – signs on a pole or monument base in the ground

- **Size, Height and Number** – maximum of one per property, maximum of 10 feet tall, maximum 40 square feet in area. If identical sign faces, measure one side for area.
- **Landscaping** - required around the base of any new freestanding sign structure.

Flush, Wall-mounted Signs – signs attached flat to the wall or painted directly on the wall

- **Size** – one square foot per linear foot of building frontage on the street, if the building is 50 feet or less in width. 1.5 square feet per linear foot if the building is over 50 feet wide. If there is a historic sign panel area over the storefront, the tenant may fill that space with a sign no matter the area.
- **Number of signs per building** – as many as desired provided the total square footage does not exceed what is allowed for the business or building.

Projecting Signs – signs hanging from a bracket perpendicular to the entrance wall.

- **Hanging requirements** – must hang so sign is below 2nd floor for storefront tenants and below the roofline for upper floor tenants or single-user buildings. It must hang so there is 8 feet of clearance below the sign, extends no more than 52 inches from the wall, and does not come within 2 feet of the curb.
- **Size** – 8 square foot maximum for a storefront tenant – each storefront allowed such a sign. 36 square foot maximum for in a vertically oriented format for upper floor tenants or a single-user building – no more than one such sign per building.
- **Permit requirements** – must include the City as an additional insured on liability insurance for any sign overhanging the public sidewalk in a public right-of-way.

Window Signs – no restriction on the number or size of signs taped or adhered to windows. A glass entry door, however, shall not be covered with signs so views into the lease space are prevented.

Wall-mounted Directory Signs for multi-use buildings – the sign shall be located beside the entry door and shall not exceed 12 square feet in area.



INVEST HAGERSTOWN COMMERCIAL SIGN & FACADE GRANT APPLICATION

For Office Use Only:

Case # HDC-_____ Date Accepted_____ 45-Day Time Limit Expires_____

Please refer to the map at the end of this document to determine in which district your business is located and check the appropriate box(es):

☐ Downtown City-Center Mixed Used (CC-MU) Zoning Area (Required for eligibility.)

If Also,

☐ Historic District (DPED will forward this application to Planning staff for HDC Review.)

Property Information:

Property Address: _____

Applicant Information:

Name: _____

Company Name: _____

Applicant's Mailing Address: _____

Phone: _____ Email: _____

Website: _____

Property Owner Information (if Different from Applicant):

Name: _____

Property Owner's Mailing Address: _____

Phone: _____ Email: _____

DESCRIPTION OF PROPOSED WORK (Please include a detailed description including dimensions, materials, location on building, etc.) If necessary, please attach additional sheets.

EXPECTED START DATE: _____

EXPECTED COMPLETION DATE: _____

REQUESTED SIGN GRANT AMOUNT (MAX \$1,500): \$_____

AND/OR

REQUESTED FAÇADE GRANT AMOUNT (MAX \$7,500): \$_____

TOTAL PROJECT COST: \$_____

Required Attachments:

ALL APPLICANTS

- ☐ Description of proposed scope of work.
- ☐ Sign dimensions, proposed design and layout, materials, and method of attachment.
- ☐ Project budget and construction cost estimates itemizing the scope of work for the project.
- ☐ Project timeline.
- ☐ Financing plan showing proposed funding sources and any other incentives or grants being used (bank statement, confirmed loan letter, award letters, etc.)

APPLICANTS LOCATED IN DOWNTOWN HISTORIC DISTRICT

- ☐ 1 copy of drawing, sized 11x17 inches or smaller (if larger, provide 12 copies).
- ☐ Manufacturer's literature for all materials being proposed and/or sample materials proposed.

Applicants must comply with all conditions indicated on their application form and in the published Program Guidelines and subsequent information provided in support of this application and eligibility criteria of the program, particularly including receipt of buildings permits for proposed work and implementation of approved development plan and schedule. Any changes to the approved development plan and schedule must be resubmitted for review and approval of the Invest Hagerstown Review Committee to determine continued eligibility of the project. If a project is disqualified, any financial incentives received to date will be required to be repaid to the City. There may be additional project information requested from the applicant at any time during the process.

Applicant Signature:

By signing below, I certify that the information above is true and correct, I agree to comply with the program requirements and eligibility as described in the Invest Hagerstown Grant Guidelines, and I understand that if my application is approved, failure to comply will result in termination of the Letter of Commitment.

Applicant's Signature: _____ Date: _____

Property Owner Signature

If Applicant is not the property owner, the property owner's signature here provides written authorization for the project.

Property Owner's Signature: _____ Date: _____

Return to:

City of Hagerstown
Department of Planning & Economic Development
32 N. Potomac, Second Floor, Hagerstown, MD 21740
Phone: 301-739-8577 ext 111 Email: dcled@hagerstownmd.org

Hagerstown Historic District Commission Action:

	Approval – Certificate of Appropriateness
	Approval – Certificate of Hardship
	Denial – Certificate of Appropriateness
	Denial – Certificate of Hardship

Historic District Commission Chair Signature

Date

Revisions:

Revision Approved / Denied:

Historic District Commission Chair Signature

Date

[vs. 11.25.2025]



INVEST HAGERSTOWN – Fire Suppression System Grant

Summary and Guidelines

PROGRAM GOALS

1. In partnership with private developers, the City of Hagerstown wishes to:
2. Inspire and enable significant redevelopment, both city-wide and in the urban core, reusing and repurposing existing vacant and under-utilized properties, in which there are significant market and/or physical condition barriers to development or redevelopment.
3. Create the opportunity for new jobs throughout the City of Hagerstown and Washington County.
4. Increase the value of Hagerstown's residential, commercial, and mixed-use properties.
5. Strengthen and improve market rate rental properties and increase homeownership.

Program Summary

The goal of the Fire Suppression System Grant Program is to contribute to adding lifesaving fire suppression systems and lower the financial barriers associated with the installation of Water Service/Fire Lines, Meter Vaults, Water Meters, and other components directly associated with the addition and/or upgrade of a National Fire Protection Association (NFPA) compliant fire suppression system. This program is subject to funding availability and operates on a first-come, first-served basis. All projects must pertain to residential, commercial, or mixed-use buildings.

1. The Fire Suppression System Grant can be utilized toward any/all expenses directly associated with installing or upgrading NFPA-compliant fire suppression systems required to meet current Code standards. Examples include:
 - a. Installation of Automatic Sprinkler Systems;
 - b. Costs related to an increase in Water Service/Fire Lines;
 - c. Installation or Upgrade of Meter Vaults;
 - d. Install New or Upgrade/Replace outdated heads/piping;
 - e. Replace mains/backflow devices
2. Grants require a 1:1 match from the applicant. Example: a \$25,000 grant would require an additional \$25,000 investment from the applicant for a total project investment of \$50,000. *Matching* costs can include all work related to fire suppression system installation (interior and exterior).

-
3. A project must be defined as planned or pre-construction. Work must not begin until the City provides applicant with both City and MHT approval. Projects must be completed no later than 9 months from Review Committee approval and receipt of Letter of Commitment. The applicant will be required to demonstrate expenditures equal to the grant and the required match related to work that was completed.

The program provides a grant to approved projects for the following amount:

FIRE SUPPRESSION SYSTEM GRANT AMOUNTS		Required Applicant Match	Overall Project Total
Grant Minimum	\$7,500	\$7,500	\$15,000
Grant Maximum	\$50,000	\$50,000	\$100,000

*The minimum total project cost is \$15,000. Projects that exceed \$80,000 for combined Sprinkler and Utility Infrastructure upgrades are still eligible to apply, but can only receive a maximum combined grant of up to \$40,000.

I. Eligibility Criteria

1. Fully residential, commercial, professional office, retail, and mixed-use projects.
2. Projects are within the City's Sustainable Communities Area (see attached map).
3. Applicants shall be in good standing with the City of Hagerstown.
4. Total project cost, must demonstrate a minimum 1 for 1 match.
For example, a \$25,000 grant application must show a \$25,000 developer match for total project costs of \$50,000.
5. Fire Suppression projects related Water Service Installations associated with bricks and mortar renovation projects with service meters that are four (4) inches or larger.
6. Application must be aligned with the City of Hagerstown's overall vision for the city.

II. Ineligible Applications

1. Projects that are already underway or completed.
2. Fire suppression system installation or upgrade projects that are compliant and operable with a water service meter sized less than four (4) inches are not eligible for this grant funding.
3. Projects that do not meet the minimum investment threshold.
4. Applicants who are not in good standing with the City, County, State or Federal Governments.
5. Non-profit development applicants.
6. 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.

III. Funding Guidelines

1. Funding may be secured by multiple sources.
2. Applicants may apply and utilize other grant and incentive programs.
3. No City loans, grants, or pass-through funding may be used as a part of the applicant's match.

IV. Grant Process

1. A development plan, which outlines the renovation schedule and major components of the project, shall accompany the application form.
2. Applications shall be reviewed by the Invest Hagerstown Review Committee, consisting of:
 - a. Planning & Economic Development Director
 - b. Finance Director
 - c. Community Development Manager
 - d. Neighborhood Services Manager
 - e. Economic Development Specialist
3. Applications will be accepted on a continual basis based on funding availability and the Invest Hagerstown Review Committee will review new applications each month.

-
4. The Invest Hagerstown Review Committee will evaluate the application against the following criteria:
 - a. Adherence to the Eligibility Criteria outlined in Section I, Paragraphs 1 through 6
 - b. Consistency with goals of the **Fire Suppression System Grant** program
 - c. Impact on immediate neighborhood
 - d. Financial feasibility of proposed funding sources
 - e. Potential for job creation
 - f. Development experience of applicant
 - g. Proposed timeline and completion date
 - h. Investment impact
 5. Approved applications will receive a Letter of Commitment from the City of Hagerstown which may be used to assist in financing the project.
 6. The Maryland Historical Trust (MHT) must approve all applications for design review. Applicant is required to provide a scope of work, project plans, photos of structure and other relevant project information. Once applicant submits this information, **DPED** will forward the project proposal to MHT for review.
 7. The project will be regulated through the Planning and Code Administration Department, Utilities Department, and Fire Department.
 8. Monthly status updates shall be supplied by the developer to the City of Hagerstown Department of Planning and Economic Development – dcled@hagerstownmd.org.
 9. When the fire suppression aspect of the project is complete according to the approved application and development plan and the system receives all required inspection approvals, the City shall award the grant money with proof of project expenditures and proof of matching fund expenditures.

Return application to:

City of Hagerstown
Department of Planning & Economic Development
32 N. Potomac, Second Floor, Hagerstown, MD
21740 Phone: 301-739-8577 ext 111
Email: dcled@hagerstownmd.org

[vs. 11.25.25]



INVEST HAGERSTOWN

Fire Suppression System Grant Program

Property Information

Property Address: _____, Hagerstown, MD Zip: _____

Check One: ☐ Commercial Building ☐ Mixed-Use Building
☐ Residential Building

Applicant Information (legal ownership of property):

Applicant's Name: _____

Applicant's Address: _____

Applicant's Phone: _____ Applicant's Email: _____

Business Name (if applicable): _____

Business Address (if applicable): _____

Business Phone Number: _____ Business Website: _____

Project Information

Expected Start Date: _____

Expected Completion Date: _____

Time frame for project work completion (fire/water line, meter vault, sprinkler lines, etc): _____

Note: Projects must be completed no later than 9 months from approval and receipt of Letter of Commitment.

Grant Amount: \$_____

Total Project Cost: \$_____

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

How many jobs will be retained as a result of this project? ____ jobs

What percentage of the property is vacant, and for how long? _____% Vacant Since
_____(month/year)

Please provide a detailed description of the proposed improvements to the property, including utility infrastructure work related to fire suppression system requirements.

Required Attachments:

- ☐ Design plans and occupancy plan.
- ☐ Project budget and construction cost estimates itemizing the scope of work for the project.
- ☐ Project timeline.
- ☐ Photo(s) including 1 front, street view of the property.
- ☐ Financing plan showing proposed funding sources and any other incentives or grants being used (bank statement, confirmed loan letter, award letters, etc.).

Provide any additional description of how the proposed project supports the following program goals:

- Inspire and enable significant redevelopment, both city-wide and in the urban core, reusing and repurposing existing vacant and under-utilized properties.
- Create the opportunity for new jobs throughout the City of Hagerstown.
- Increase the value of Hagerstown's commercial and mixed-use properties.

Applicants must comply with all conditions indicated on their application form and in the published Program Guidelines and subsequent information provided in support of this application and eligibility criteria of the program, particularly including receipt of construction and buildings permits for proposed work and implementation of approved development plan and schedule. Any changes to the approved development plan and schedule must be resubmitted for review and approval of the Invest Hagerstown Review Committee to determine continued eligibility of the project. If a project is disqualified, any financial incentives received to date will be required to be repaid to the City. There may be additional project information requested from the developer at any time during the process.

Applicant Signature:

By signing below, I certify that the information above is true and correct, I agree to comply with the program requirements and eligibility as described in the Invest Hagerstown Grant Guidelines, and I understand that if my application is approved, failure to comply will result in termination of the Letter of Commitment.

Applicant's Signature

Date

Return to:

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

[vs. 11.25.2025]



TO: Scott Nicewarner, City Administrator

FROM: Chris Siemerling, Economic Development Specialist

DATE: November 14, 2025

RE: Proposed Invest Hagerstown Sign and Facade Grant and Fire Suppression System Grant Guideline Updates

At the November 18, 2025 Work Session, staff will review proposed guideline updates to the Invest Hagerstown Sign & Facade Grant and Fire Suppression System Grant Programs.

Attachments:

1. Proposed Guideline Changes
2. Draft Motion

c: Review Committee
Jill Thompson, Director of Planning & Economic Development

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

Topic:

Approval of Withdrawal from Maryland Department of Emergency Management (MDEM) Grant Agreement

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Withdraw_Grant_Agreement_from_MD_Dept_Emergency_Management.pdf

Motion: Grant MD
Dept Emergency
Management

REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: November 25, 2025

TOPIC: Withdraw from grant agreement – Maryland Department of Emergency Management

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

MOTION: I hereby move for the City to withdraw from a grant agreement with the Maryland Department of Emergency Management for the design of a hydraulic model of a portion of the City's storm drainage system. This grant, for \$75,000, was awarded in 2024; however, these funds have not been released by FEMA, and there has been no indication that they will be released before 2029, if at all. The City will reapply for similar grant if the program reopens.

DATE OF INTRODUCTION: 11/25/2025
DATE OF APPROVAL: 11/25/2025
EFFECTIVE DATE: 11/25/2025

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

Topic:

Meritus Park Fireworks Display for December 2025 and the 2026 Flying Boxcars Baseball Season – Exemption from Noise Ordinance

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion.boxcars.fireworks.2026.pdf

Description

Motion: Fireworks Dec 2025
& 2026 Baseball Season

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 25, 2025

TOPIC: Meritus Park fireworks displays – exemption from Noise Ordinance

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

MOTION: I hereby move for the City to exempt an upcoming fireworks display at Meritus Park on December 6, 2025 from Chapter 155 of the City Code (the “Noise Ordinance”). I also move to exempt the planned 2026 Flying Boxcars fireworks displays for the dates shown on the attached list; the rain dates for each display are on the night following the originally scheduled display date. The Flying Boxcars will publicize the dates of these displays in advance so that nearby residents are notified.

DATE OF INTRODUCTION: 11/25/2025

DATE OF APPROVAL: 11/25/2025

EFFECTIVE DATE: 11/25/2025

2026 Fireworks Display Schedule

Flying Boxcars – Meritus Park

- Friday, April 24th (rain date: Saturday, April 25th)
- Friday, May 8th (rain date: Saturday, May 9th)
- Friday, May 22nd (rain date: Saturday, May 23rd)
- Friday, June 5th (rain date: Saturday, June 6th)
- Friday, June 19th (rain date: Saturday, June 20th)
- Thursday, July 2nd (no rain date)
- Friday, July 24th (rain date: Saturday, July 25th)
- Friday, August 7th (rain date: Saturday, August 8th)
- Friday, August 21st (rain date: Saturday, August 22nd)
- Friday, September 4th (rain date: Saturday, September 5th)
- Friday, September 11th (rain date: Saturday, September 12th)

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

Topic:

Approval of a Request from the Town of Smithsburg for a Stream Restoration Project on Beaver Creek

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MOTION_SMITHSBURG_STREAM_RESTORATION_PROJECT_11252025.docx	MOTION SMITHSBURG STREAM RESTORATION
MEMO_SMITHSBURG_MS4_REQUEST_11252025.docx	MEMO SMITHSBURG STREAM RESTORATION

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: November 25, 2025

TOPIC: Approval of a request from the Town of Smithsburg for a Stream
 Restoration Project on Beaver Creek.

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

MOTION:

I hereby move for Mayor and Council to approve the request from the Town of Smithsburg for a stream restoration project on Beaver Creek as described in the attached correspondence from Smithsburg. The project is located on City of Hagerstown Water Department property on Crystal Falls Drive. All work will be completed by the Town of Smithsburg at no cost to the City.

DATE OF PASSAGE: 11/25/2025
EFFECTIVE DATE: 11/25/2025



CITY OF HAGERSTOWN, MARYLAND

Utilities Department

1 Clean Water Circle • Hagerstown, MD 21740

Telephone: 301-739-8577, ext. 650

Website: www.hagerstownmd.org

November 11, 2025

To: Scott Nicewarner, City Administrator
From: Nancy Hausrath, Director of Utilities
Action: Discussion ~ Town of Smithsburg
Stream Restoration Project – Beaver Creek

Brian Brandt, Smithsburg Town Manager reached to discuss the opportunity for a MS4/Stormwater partnership between the Town of Smithsburg and The City of Hagerstown. Per Mr. Brandt, the proposed project is a stream restoration on Beaver Creek located on City property (Crystal Falls Drive - Breichner Water Plant). As you are aware, this property is located within the corporate boundary of the Town of Smithsburg. Please see attached letter from Mr. Brandt.

Staff subsequently met with the Town of Smithsburg and RK&K Engineering to discuss a proposed stream restoration project on Beaver Creek at the Breichner Water Treatment Plant Property. This project will be funded by the Town of Smithsburg and they will be responsible for all permitting, design, bidding, etc. required should this project move forward. The Town of Smithsburg has assured the City that they are only requesting permission to do the project and, as such, will assume all responsibility as it pertains to this project to include ensuring the City has access at all times and restoration of the City property once construction is complete.

Staff has no objections to this project and will answer any questions during the November 18, 2025 Work Session. Should the Mayor and Council decide to move forward with approval of this request, staff will prepare a Motion for the November 25, 2025 Regular Session.

TOWN OF SMITHSBURG

21 West Water Street
Smithsburg, MD 21783

Phone: (301) 824 – 7234
Fax: (301) 824 – 6219



September 30, 2025

Dear Mayor and Members of the City Council of Hagerstown,

On behalf of the Town of Smithsburg, I am writing to respectfully request permission to construct a stream restoration project along Beaver Creek on the City of Hagerstown Reservoir property, extending from Crystal Falls Drive to Old Mill Road.

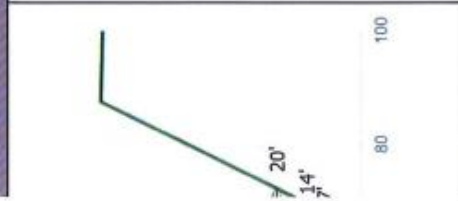
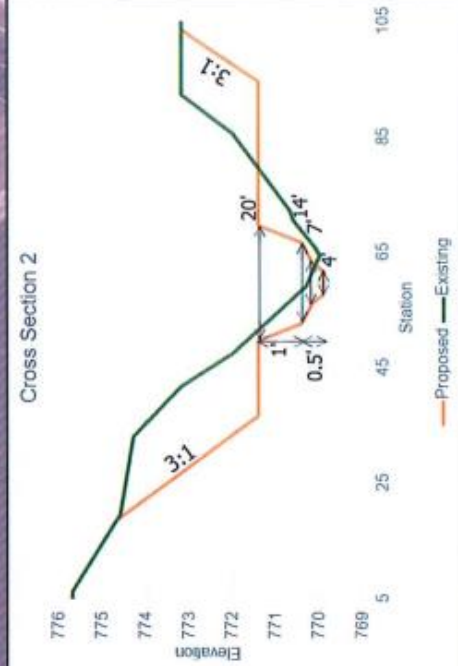
This project was identified through a recent watershed assessment that evaluated opportunities for water quality improvements within the Smithsburg Town boundary. The analysis highlighted this reach of Beaver Creek as a priority restoration site due to significant erosion and degradation throughout the stream valley and the channel's proximity to the Hagerstown Reservoir dam. The existing conditions not only compromise local water quality but also present a potential long-term risk to dam stability and other nearby infrastructure.

The proposed restoration will address these concerns by stabilizing and enhancing the stream channel that is encroaching on the reservoir dam, reducing erosion and instabilities, and improving overall watershed health. In addition, the project will improve aquatic and riparian habitats, contributing to ecological uplift and increasing resilience in the face of future storm events. This project will assist the Town in meeting its Chesapeake Bay impervious area restoration requirements, supporting regulatory compliance while delivering measurable environmental benefits to the community, including the City of Hagerstown. The project will be funded by the Town of Smithsburg at no cost to the City.

The project design will be mindful of the existing Reservoir toe of dam, outfall pipe, and fire hydrant discharge points. It will provide stable conveyance and ensure that this critical infrastructure may continue to function properly. We are committed to coordinating closely with the City throughout design and construction to ensure that the project is implemented responsibly and in alignment with shared priorities. Following project completion, the Town will assume responsibility for inspection and maintenance of the restored stream corridor to ensure long-term success. To formalize this partnership, a Memorandum of Understanding (MOU) will be drafted between the Town and City.

By proactively addressing these issues, the City and Town will safeguard important infrastructure, protect public resources, and strengthen community resilience. We appreciate your consideration of this request and look forward to the opportunity to partner with the City to improve the health and stability of Beaver Creek. Please do not hesitate to reach out if additional information or discussion is needed.

Brian S. Brandt
Town Manager
Town of Smithsburg



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

Topic:

Approval of Emergency Procurement: Emergency Demolition of Garage – 525 Frederick Street

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of a Blanket Purchase Order for Camera Equipment used in the Maintenance and Expansion of the City-Wide Camera System

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion__Signed__Consent__HPD__Blanket__Funding__-
_Camera__Maintenance.pdf

HPD_Blanket_Funding_-_Camera_Maintenance.pdf

Description

Motion & Signed Consent
HPD Camera

Approval Blanket PO for
Camera

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 25, 2025

TOPIC: **Acceptance of Blanket Purchase Order for Camera Equipment used in the Maintenance and Expansion of the City-Wide Camera System.**

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

MOTION: I hereby move for Mayor and Council approval of the acceptance of a blanket purchase order in the amount of \$100,000 for the maintenance and expansion of the city-wide camera system. Approval of this would greatly enhance the efficiency of the procurement process.

Vendors for these purchases could include Verizon, HCGI, PenNet, Spichers Security, Flock, and Unmanned Vehicle Technologies.

Funding will be from the Camera CIP (0130)

DATE OF PASSAGE: November 25, 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 follows city purchasing guidelines and is funded from our CIP. This will be for parts and labor for the expansion of the city wide camera system and will be used for various vendors.

 11/12/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

 11/20/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

 11/20/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

 11/20/25
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 25, 2025 Special Session Date: _____

Originating Department: Police Department Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Blanket Funding - Camera Expansion Project

Account No: 4510000 5832 CIP Control No. C0130

Budget Amount: \$200,000.00 Account Balance: \$197,000.00 Unbudgeted Amount: \$

Fiscal Year: 2026 Source of Funds: CIP

Quantity	Description	Value
1	Blanket Funding - Maintenance and Expansion of Camera System	\$ 100,000.00
TOTAL VALUE OF PROJECT		\$ 100,000.00

ABOVE TO BE USED FOR: Maintenance and expansion of City camera system.

RECOMMENDED VENDOR: Business Name: Miscellaneous Vendors

Business Address: _____

City/State/Zip: _____

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

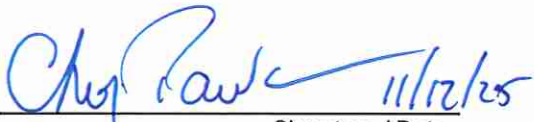
[illegible]

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Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

All Citizen Comments are under Section V of the Regular Session Agenda

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates: