

**Regular Session (32nd Voting Session)**  
**Mayor and City Council**  
**February 24, 2026**  
**Agenda**

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**7:00 PM - February 24, 2026 - REGULAR SESSION** -*Council Chambers, 2nd floor, City Hall*

**I. CALL TO ORDER**

**II. INVOCATION**

**III. PLEDGE TO THE FLAG**

**IV. ANNOUNCEMENTS**

A. Mayor William B. McIntire

B. 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, March 3, 2026 – State of the City at 7:00 a.m.

2. Tuesday, March 3, 2026 - Work Session at 4:00 p.m.

3. Tuesday, March 10, 2026 – Work Session at 4:00 p.m.

4. Tuesday, March 17, 2026 – Work Session at 4:00 p.m.

5. Tuesday, March 24, 2026 – Regular Session at 7:00 p.m.

6. Tuesday, March 31, 2026 – No Meeting Scheduled

**V. GUESTS**

Recognition of City of Hagerstown Retirees

**VI. 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](http://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.

**VII. PUBLIC HEARINGS**

Testimony for Public Hearings will be accepted in person at the scheduled meeting. Anyone wishing to speak during the public hearing must sign in at City Hall prior to the hearing. Each speaker will be permitted to speak for three (3) minutes.

Rezoning Request: Trolley Drive/Emmert Road - ZM-2026-01

Rezoning Request: Eastern Blvd. and Leitersburg Pike - ZM-2026-02

## **VIII. MINUTES**

January 13, 2026 and January 20, 2026

## **IX. CONSENT**

### **A. City Clerk**

1. Cable Franchise Contract Change Order – River Oaks Communications Corporation (Parker, CO) \$ 20,000.00
2. Open Container Exemptions for 2026

### **B. Police**

1. 250th Badges – Maryland Police Supply (Essex, MD) \$ 12,458.25
2. Flock Safety Platform Renewal – Flock Group, Inc. (Atlanta, GA) \$ 15,000.00
3. Monthly Red Light Camera Charges – American Traffic Solutions (Mesa, AZ) \$ 210,000.00

### **C. Public Works**

1. City Park Fall Fest - Non-Alcoholic Beer Garden

### **D. Utilities**

1. Water: R.C. Willson WTP Camera System Upgrade – Glessner Technologies (Hagerstown, MD) \$19,633.15
2. Water: Cold Mix for Water and Wastewater Temporary Street Repair – New Enterprise Stone & Lime Co., Inc. (New Enterprise, PA) \$25,120.00
3. Water: Water Pump Station Cyber Security Upgrade – EAI Security Systems, Inc. (Rockville, MD) \$53,798.94
4. Water: R.C. Willson WTP Fluoride Remediation – Clean Harbors (Baltimore, MD) \$192,829.91
5. Water: Meter Transceiver Units – LB Water Service, Inc. (Frederick, MD) \$510,000.00
6. Wastewater: Engineering Design Services – Environmental Laboratory – Buchart Horn (York, PA) \$177,600.00
7. Wastewater: Wastewater Treatment Plant Rebuild ENR Mixer – AR&E, Inc. (Hagerstown, MD) \$11,144.59
8. Wastewater: Cyber Security Improvements – AutomaTech Inc. (Plymouth, MA) \$157,974.48
9. Wastewater: Wastewater Treatment Plant Electrical Upgrades – Diamond Electric (Boonsboro, MD) \$43,218.00
10. Wastewater: Phone System Improvements – Glessner Technologies (Hagerstown, MD) \$11,377.90

## **X. UNFINISHED BUSINESS**

## **XI. NEW BUSINESS**

- A. Approval of a Resolution: License Agreement with 2023 Summit, LLC to Utilize Property for Photo Murals
- B. Approval of a Resolution: Accepting Offer of Dedication of Alley #4-76 and Portion of

Alley #4-59

- C. Approval of a License Agreement with MAGIS Properties, LLC for Right-of-Way in Alley #2-35
- D. Approval of a Resolution: License Agreement with NVR, Inc. for Monument Sign at Kilpatrick Woods
- E. Approval to Not Re-Install Traffic Beacon at Baltimore Street and Mill Street
- F. Approval to add 441 South Potomac Street to the City's Competitive Negotiate Sale (CNS) Process
- G. City-Wide Mowing Contract
- H. City-Wide Dumpster Service Contract

**XII. GENERAL CITIZEN COMMENTS**

**XIII. CITY ADMINISTRATOR'S COMMENTS**

**XIV. MAYOR AND COUNCIL COMMENTS**

**XV. ADJOURN**

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

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**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**

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**Topic:**

- A. Rules of Procedure – Effective November 18, 2025
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- 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:**

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HAGERSTOWN, MARYLAND**

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**Topic:**

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

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

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**Topic:**

Rezoning Request: Trolley Drive/Emmert Road - ZM-2026-01

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Map\_ZM-2026-01\_and\_ZM-2026-02.pdf

ZM-2026-01\_022426\_Public\_Hearing\_Trolley\_Drive\_\_LLC.pdf

**Description**

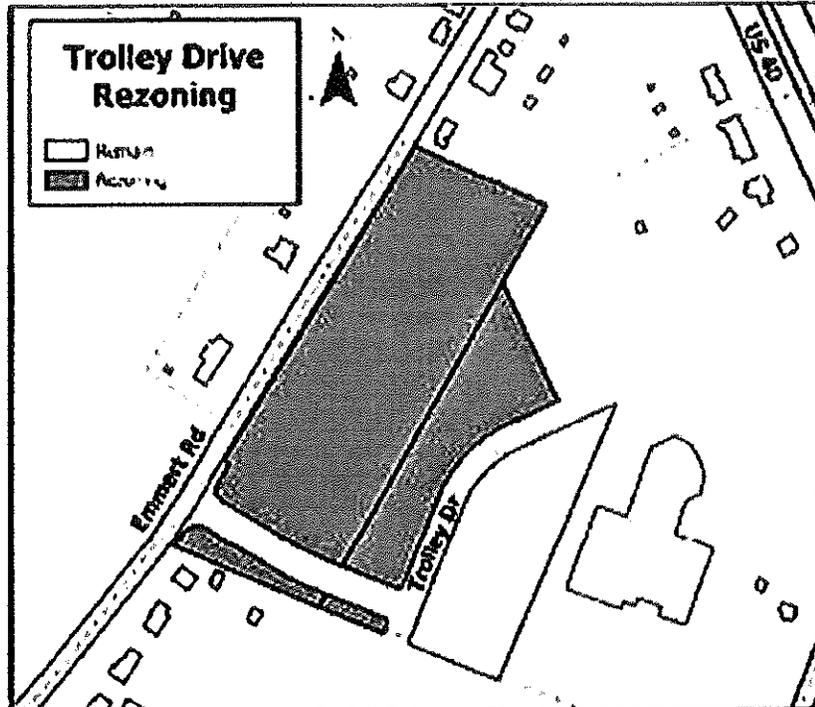
Notice of Hearing: Property  
Map ZM-2026-01 and ZM-  
2026-02

Technical Staff Report -  
Individual Rezoning  
Request. Trolley Drive  
ZM2026-01

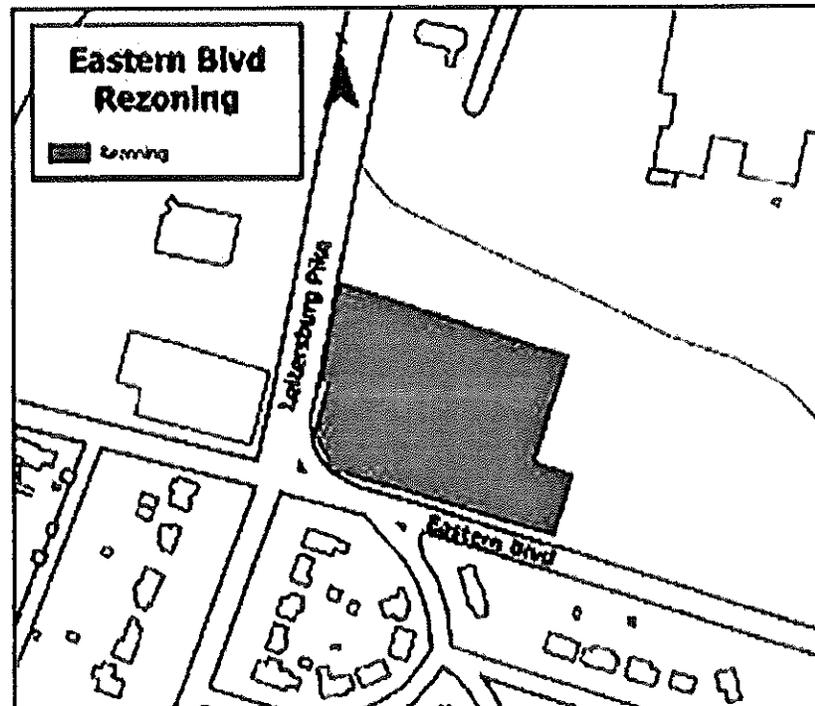
## HAGERSTOWN MAYOR AND CITY COUNCIL

NOTICE is hereby given that a public hearing will be held by the Hagerstown Mayor and City Council at 7:00 p.m. on Tuesday, February 24, 2026 regarding the following rezoning applications. The hearing will be held in the Council Chambers located on the 2<sup>nd</sup> floor of City Hall, 1 East Franklin Street, Hagerstown, MD. At that time, parties of interest and citizens will have the opportunity to be heard relative to the following applications:

**Case No. ZM-2026-01** – To hear a rezoning application by Trolley Drive LLC for 10.69 acres across two properties located to the rear or west of the new Carmax dealership on Dual Highway (Trolley Drive). The request is to reclassify 6.27 acres from RMOD (Residential Moderate Density) and 2.52 acres from CG (Commercial General) to N-MU (Neighborhood-Mixed Use).



**Case No. ZM-2026-02** – To hear a rezoning application by Cornerview LLC for 3.65 acres located on the northeast corner of Eastern Boulevard and Leitersburg Pike. The request is to reclassify the 3.65 acres from CL (Commercial Local) to CG (Commercial General).



For more information, please contact Planning staff @ 301-739-8577 ext. 137 or [kbroche@hagerstownmd.org](mailto:kbroche@hagerstownmd.org).



TECHNICAL STAFF REPORT -INDIVIDUAL REZONING REQUEST  
MAYOR AND CITY COUNCIL PUBLIC HEARING

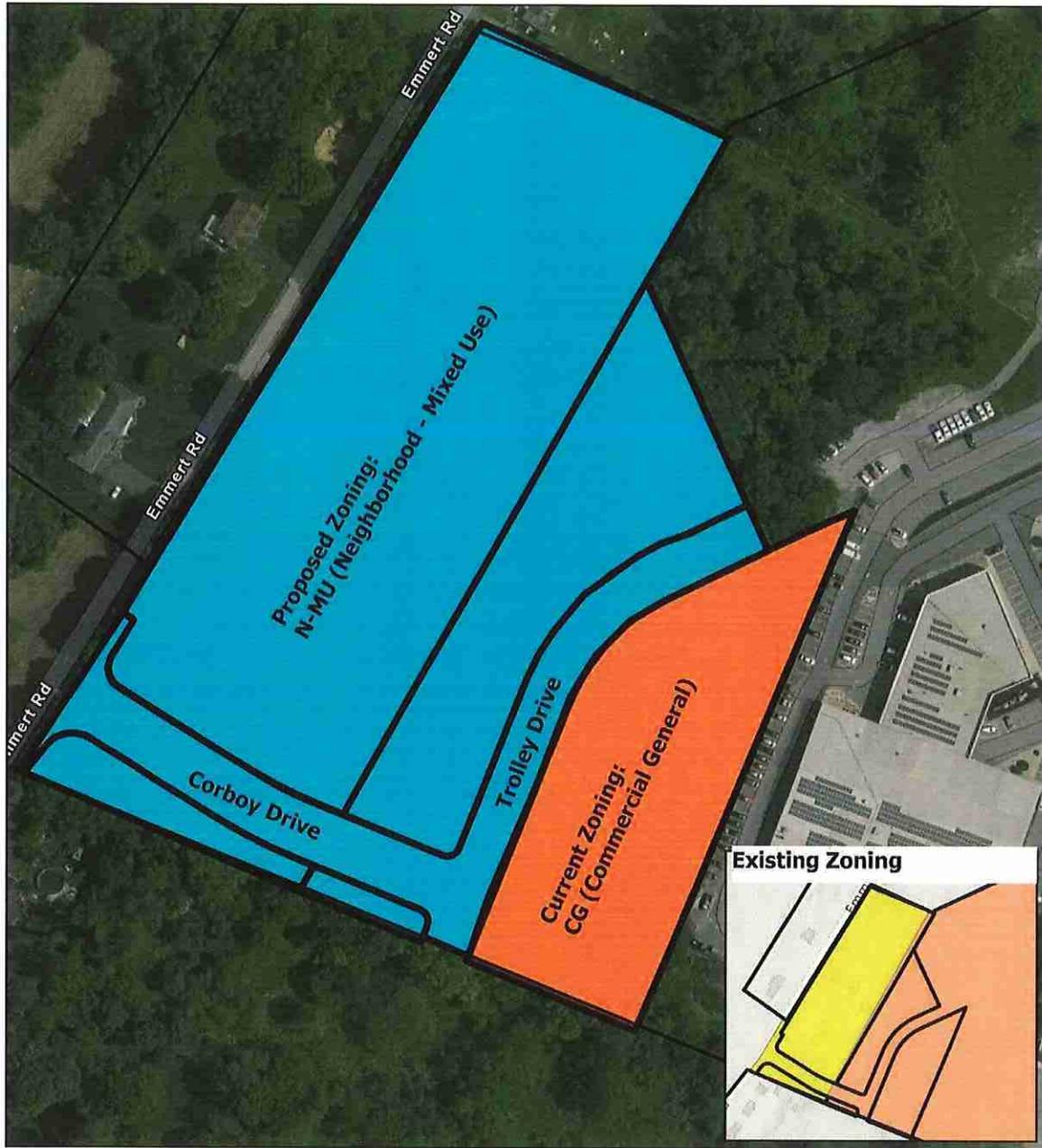
Report Published:	February 18, 2026
Mayor and City Council Public Hearing:	February 24, 2026
Case Number:	ZM-2026-01
Applicant:	Trolley Drive, LLC
Applicant's Counsel:	Jason Divelbiss, Esq.
Property Owner:	Trolley Drive, LLC
Location:	East side of Emmert Road and west side of Trolley Drive
County Tax Map and Parcel:	Map 0318, Parcels 828 and 163
Deed Reference:	Liber 7693, Folios 0491 and 0495
Address:	115 Emmert Road and Trolley Drive
Area of Tract:	10.69 acres +/-
Area requested to be reclassified:	8.79 acres +/- (See Applicant's exhibit)
Current Zoning:	RMOD (Residential Moderate Density) and CG (Commercial General)
Proposed Zoning:	N-MU (Neighborhood Mixed Use)
Vicinity and Proposed Zoning Map:	See page 2.
Description of Proposal:	

The Applicant requests a zoning map amendment to rezone one parcel and part of a second that are located between Emmert Road and Trolley Drive. Parcel 828, which fronts Emmert Road, would be reclassified from RMOD (Residential Moderate Density) to N-MU (Neighborhood Mixed Use). A 2.52-acre portion of Parcel 163 that is west of Trolley Drive would be rezoned from CG (Commercial General) to N-MU Neighborhood Mixed Use). The remaining portion of Parcel 163 to the east of Trolley Drive would remain in the CG District.

**Executive Summary:**

The Applicant asserts in their application that the proposed amendment is justified based on a change in the character of the neighborhood since the adoption of the 2019 Comprehensive Zoning Plan. Little argument was put forward regarding "mistake," but the applicant's addendum does not wholly surrender this argument either. If the rezoning is to be approved, amending the map to include this area in the N-MU District is the most appropriate designation. The Planning Commission recommends approval.

Vicinity and Zoning Map:



0 195 390 US Feet



**City Of Hagerstown**

	ZM-2026-01		N-MU (Neighborhood-Mixed Use)
	Corporate Boundary		RMOD (Residential-Moderate Density)
<b>Zoning District</b>			
	CG (Commercial General)		



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### Proposal Narrative:

This rezoning application involves two adjacent properties located in two very different zoning districts. The rezoning is sought so that the properties can be developed uniformly as a single development. Both properties would be reclassified to N-MU (Neighborhood Mixed Use) which is a high-density district that permits (but does not require) a mixture of commercial and residential uses. There are few building setbacks and could be developed in a very dense manner. If approved by the Mayor and City Council, the tracts between Emmert Road and Trolley Drive and north of Corboy Drive would be uniformly located in the N-MU District.

The 1.9-acre portion of Parcel 163 that lies east of Trolley Drive would remain in the CG (Commercial General) Zoning District. The area to remain in the CG District is predominantly improved by a regional stormwater management facility.

### Photographs of the Area to be Rezoned:



Photo 1: View north along Emmert Road viewing buildings on Parcel 828.



Photo 2: View south on Emmert Road from northwest corner of property (Parcel 828 on left).



Photo 3: View east along Corboy Drive from Emmert Road. Trolley Drive in background. Parcel 828 (RMOD Zoning) is in the foreground. Parcel 163 (CG Zoning) fronts Trolley Drive.

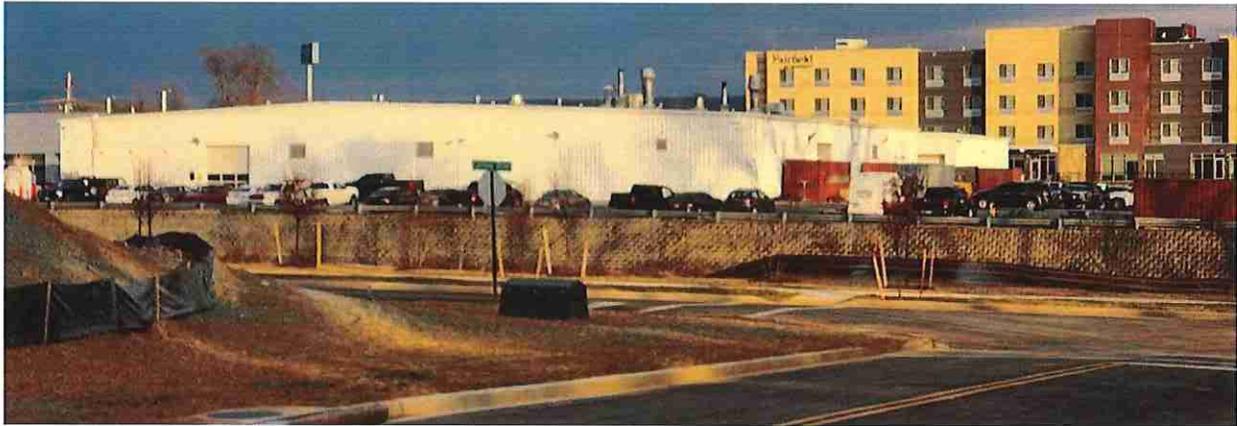


Photo 4: View from Corboy Drive showing Trolley Drive with the regional stormwater management facility and adjacent car dealership to the east.



Photo 5: View northeast on Trolley Drive toward Dual Highway. Carmax is to the left. The area to be rezoned is to the photographer's left rear.

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## **Annexation and Zoning History:**

### A-1978-06 – Harrison-Londontowne-Tristate Annexation

The subject properties were annexed into the City on May 18, 1978, along with other holdings in the region other separate ownerships. The zoning assigned to the parcel that contained what is now these two properties was R1 (a precursor to the RMOD District). See the attached 1977 Zoning Map as amended to November, 1983. The annexation was conditioned on the City not taxing the property at more than agricultural assessment until the land develops.

Parcel 828 (Emmert Road) has retained the initially assigned R1 Zoning over time, with the district having been renamed RMOD (Residential-Moderate Density). Parcel 163 is part of an area that was subsequently reclassified to C2 (now known as CG – Commercial General).

### S-2022-18 – 1921 Dual Highway Final Plat

In 2022 a final plat was created to create a lot for the recently constructed Carmax auto dealership on Dual Highway, and to create street rights-of-way to dedicate to the City. Parcel 163 is the remaining lands associated with that subdivision. A copy of this plat is an exhibit in this application.

### Sketch, Development and Site Plans

Other than the plans and regional site work associated with the development of the adjacent Carmax dealership and new public streets, there are no approved sketch, development or site plans for either of these properties.

## **Adjacent Properties:**

The municipal boundary follows part of this tract's boundaries to the north, west and south. Several of the adjacent properties are located outside of the municipality.

### West

There are four properties to the west of Parcel 828, across Emmert Road. Three of them are in the County and two of those are improved with dwellings. The fourth is a former farm property that is currently under development for a townhouse community (Towns at Reese Farm) which is located within the City boundaries and is zoned RH (Residential High Density).

### North

The area to the north, fronting Emmert Road is outside of the city boundaries and is improved with single-family detached dwellings and a pre-owned car sales facility which is located at the intersection of Dual Highway and Emmert and Hebb Roads. Within the city boundaries to the north and located west of Trolley Drive is a recently constructed pre-owned car sales facility (Carmax) located in the CG (Commercial General) Zoning District.

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## East

The area to the east of the properties to be rezoned, located across Trolley Drive, is improved with a chain car dealership and a regional storm pond which is part of Parcel 163, but will not be rezoned. These properties are in the CG (Commercial General) Zoning District.

## South

There are two properties to the south that adjoin the two parcels subject to this application. Both are outside of the municipal boundaries. The one fronting Emmert Road is improved with a home and outbuildings. The one to the east of this is unimproved. A farm property is located to the south of these properties which fronts Beaver Creek Road.

### **Site Description:**

The site consists of two parcels. Parcel 828, which fronts Emmert Road and assigned the address 115 is 6.27 acres in area. The entirety of the parcel is included in this request. This property is improved with a two-story, frame, single-family detached dwelling with attached two-car garage and two accessory buildings. Driveway access is from Emmert Road. The property is predominantly wooded. It is shown on the Future Land Use Map of the Comprehensive Plan for medium density residential development, which is more intense than the existing RMOD (Residential Moderate Density) Zoning assigned to it.

Parcel 163 is 4.42 acres in area and is the residue from a previous subdivision created with the development of the nearby Carmax dealership and dedication of right of way for Trolley Drive and Corboy Drive. The area to be rezoned is 2.52 acres located west of Trolley Drive. It is unimproved and designated Commercial General on the Future Land Use Map of the Comprehensive Plan.

The 1.9-acre portion of Parcel 163 (the "Trolley Drive" parcel) that lies east of Trolley Drive would remain in the CG (Commercial General) Zoning District. The area to remain in the CG District is improved by a regional stormwater management facility.

### **Floodplain:**

No part of these properties is in the 100-year floodplain per the 2017 FEMA floodplain map for the city.

### **Roads:**

Parcel 828 fronts Emmert Road, which is a narrow two-lane country road without shoulders and located within a 33-foot width right of way. Emmert Road connects to Dual Highway and to Beaver Creek Road. Trolley Drive and Corboy Drive are new subdivision roads constructed to City standards and their acceptance for City ownership is imminent. Corboy Road bisects both properties. Trolley Drive fronts Parcel 163 and provides direct access to Dual Highway. Corboy Road connects Trolley Drive and Emmert Road and forms a four-way intersection with the new principal entrance into the Towns at Reese Farm subdivision.

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**Water and Sewer Service:**

Surrounding developments are served by Hagerstown's Water and Wastewater utilities. Development of this tract will be required to be served by City utilities.

**Electric Service:**

This tract is in the Potomac Edison service area. When the property develops, the streetlights will be serviced and maintained by the City Electric Department.

**Fire and Police Service:**

The subject properties have received protection provided by the Hagerstown Police Department since its annexation in 1978. First call station for fire protection is a dual assignment area assigned to the Funkstown Volunteer Fire Company and Hagerstown Fire Department Station 3 (Independent Junior Fire Company) on Eastern Boulevard.

**Schools:**

The subject tract is in the attendance area of the following schools:

High School:	South Hagerstown High School
Middle School:	E. Russell Hicks Middle School
Elementary School:	Eastern Elementary School/ Ruthann Monroe Primary School

Hagerstown has no Adequate Public Facilities Ordinance for school capacity. Consideration of school capacity when determining the outcome of planning and zoning proposals in the City may subject that decision to legal challenge if no objective standards are codified in City Ordinances. No such objective standards are currently in effect.

**Agency Comments:**

As of the publication of this report, these agencies stated they have no comment:

1. Washington County Health Department.
2. Washington County Soil Conservation District.
3. Washington County Board of Education
4. Hagerstown City Engineer
5. Hagerstown Department of Public Works (which includes Parks and Recreation).
6. Hagerstown Light Department
7. Hagerstown Water and Wastewater Department
8. Hagerstown Fire Department
9. Potomac Edison

See attached comments from Washington County Planning. Please note that the City has no adequate public facilities ordinance (APFO) for schools. Adequacy of roads will be evaluated at time of development.

No response has been received from the Maryland State Highway Administration, however, it is possible staff may receive comments prior to the hearing. If any are received, they will be provided to the Mayor and City Council at the public hearing.

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## Comprehensive Plan:

The area of this proposal that is zoned CG appears on the Future Land Use Map (Map 2-7) of the 2018 Comprehensive Plan with a designation of “Commercial General”. The area of this proposal zoned RMOD appears on that map with a designation of “Medium Density Residential”, which allows density more intense than the currently assigned RMOD Zoning. The Comprehensive Plan describes the Medium Density Residential designation as follows:

Medium Density Residential areas recognize already-developed areas, located within or immediately adjacent to the city, as well as areas likely to be developed at medium densities. The purpose of RMED areas is to encourage a broad range of housing types, including single-family detached, duplex, and townhouse units. Most of the developed residential area in the city is Medium Density. Within these areas, the city will emphasize neighborhood stabilization and enhancement efforts, including the Neighborhoods 1st, Community’s City Center Plan, and Comprehensive Neighborhood Revitalization initiatives (see those mentioned in the Housing and Neighborhoods Element).

The RMED area includes portions of the city currently zoned RMOD (Residential-Moderate Density, not to be confused with RMOD Future Land Use) and RMED (Residential – Medium Density). Residential densities in RMOD- and RMED- zoned areas will generally be between five (5) and ten (10) units per gross acre.

Neighborhoods characterized by single-family detached units would typically have lower densities, while duplexes and townhouses would have densities at the higher end of the RMED. RMED areas include some existing and potential future PUDs, where residential density may exceed ten (10) units per acre. PUDs are subject to careful design review to ensure compatibility with surrounding neighborhoods. Apartment units may be permitted in RMED PUDs, but would not otherwise occur in RMED areas. Mansion-house apartments are also permitted in this land use category, and existing apartment buildings are likely to remain as such.

The RMED area also includes portions of the city currently zoned RO (Residential-Office). The RO district allows office uses in large houses, and serves as a buffer between residential and commercial areas. Locations with RO zoning typically have a mix of residential and non-residential uses in buildings that are residential in character. Although not strictly residential in use, the RO zoning district as currently defined is consistent with the RMED future land use.

The Comprehensive Plan described the Commercial General designation as follows:

Commercial General indicates land designed to accommodate a broad range of commercial purposes, especially retail uses and personal services, ranging from individual stores to shopping centers. Within existing corporate boundaries these areas include much of the Dual Highway corridor, Maryland Avenue, Leitersburg Pike, and Wesel Boulevard. It also includes a number of smaller commercial areas such as those along Eastern Boulevard, Northern Avenue, West Washington Street, Frederick Street, and Burhans Boulevard. In the growth area, major CG concentrations include Valley Mall, Prime Outlets, and Pennsylvania Avenue.

The tract appears and is described on the following Comprehensive Plan maps:

1. Map 2-3: Planned and Future Development – Both parcels are identified on this map as “vacant land”.
2. Map 2-5: Vacant and Underutilized Land – Identified as vacant.

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3. Map 2-9: PlanMaryland Place Designations – Identified as a “Targeted Growth & Revitalization Area”.
  4. Map 4-1: Water and Wastewater Service Areas – Site shown as “Served by City Sewer Lines and Treatment Plant.
  5. Map 4-2: Water and Wastewater Priority Areas – Site shown as “Priority 1”.
  6. Map 4-3: Growth Tier Designations – Site shown as a Tier 1 area.
  7. Map 5-3: Long Range Transportation Plan Recommended Upgrades – Recommends widening of Dual Highway.
  8. Map 9-4: Future Park Needs – This site is within an area identified as being outside of a 0.25 mile radius from park space within the City. The nearest public park is Funkstown Park, which is approximately 1,500 feet from Parcel 828.

Development of these vacant lands is supported by multiple policies of the Comprehensive Plan. Most prominently, Policy 2-6 of the Plan states *Development and redevelopment of Hagerstown’s vacant and underutilized land will be an important part of the City’s overall growth management approach and as such is Priority 1 for City water and wastewater service.* The Plan also calls for the well-designed and coordinated development of unimproved tracts. Developing this area in accordance with N-MU Zoning Requirements could serve as an effective buffer between the commercial development along Dual Highway and new residential developments in the City and on the edges of nearby Funkstown.

#### **Evaluation of Justification for Map Amendment:**

##### Relation to the General Plan and the Zoning Regulations

The area to be rezoned is designated Commercial General and Residential Medium Density on the Future Land Use Map of the Comprehensive Plan. Development in accordance with current zoning will result in a mixed-use result within the boundaries of the area impacted by this application. The RMOD zoning is nearly exclusively residential (single-family homes, duplexes and semi-detached dwellings subject to minimum lot area requirements). The CG Zone is predominantly a commercial zoning district but does allow the construction of mixed-use buildings that include commercial uses and apartments, subject to design parameters.

The surrounding area is being developed for a mixture of uses, given the existing city and county zoning designations for the surrounding area. The Comprehensive Plan identifies this area as destined for a mix of commercial and residential uses. Numerous policies and maps of the Comprehensive Plan call for the thoughtful development of these properties given the surrounding existing built environment. The creation of the adjacent street to serve recent and anticipated development created a peculiar condition in the area between Trolley Drive and Emmert Road in relationship to the existing zoning district line.

##### Evaluation of the Petition Concerning the Change Rule

To substantiate a change in character of the neighborhood, the Applicant must establish the “neighborhood” boundary and specify the changes that occurred after the comprehensive zoning that altered the character of the “neighborhood”.

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The Applicant has defined an arbitrary rectangle area as the “neighborhood that includes lands within the City, the town of Funkstown and unincorporated lands in the county. The area is roughly bounded by Interstate 70 to the south, Day Road to the east, Hebb Road to the north and the Funkstown subdivision known as “Gaver Meadows” and Funkstown Park to the west. Staff have no issue with this being defined as the “neighborhood”.

The Applicant frames their argument for “change” the following circumstances that justify the rezoning:

- Construction of Trolley Drive and Corboy Drive in 2025 providing a new direct connection between U.S. Rte. 40 (Dual Highway) and Emmert Road;
- Redevelopment of several existing single-family residences fronting along U.S. Rte. 40 (Dual Highway) in 2024 into a CarMax used car sales facility;
- Annexation into the Town of Funkstown (2019) and development (2020) of +/- 67 ac. located on the southside of Beaver Creek Road for one hundred fifty (150) single-family homes; and
- Approval and commencement of development in 2025 of the +/- 31 ac. Reese Farm located on the west side of Emmert Road for 124 single-family attached (townhome) units and 240 multi-family apartment units.

The Applicant opines *“In this case, because the Property is already split zoned with residential (RMOD) and commercial (CG) classifications, the mixed-use nature of the N-MU zoning is completely appropriate and suitable for the Property.... Additionally, given the Property’s proximity to both higher density townhome and multi-family residential projects and a significant, new roadway connection to U.S. Rte. 40 (Dual Highway), the ability to use the City’s traditional neighborhood design flexibility pursuant to the N-MU zoning classification is also appropriate and suitable for the Property and consistent with the uses and zoning classifications of the surrounding properties.”*

While the development of nearby property in accordance with its approved existing zoning often is not legal grounds alone when presenting argument for “change in the character of the neighborhood”, the combination of factors including that development, road construction and regional development where the zoning is not coordinated across three jurisdictions would seem to overcome this hurdle.

#### Evaluation of the Petition Concerning the Mistake Rule

In their attachment to this rezoning application, the Applicant includes a section addressing the “Mistake Rule”. This section consists of two limited paragraphs, and offers no substantial evidence of a mistake in the existing zoning that shows that the zoning authority erred when it adopted the comprehensive zoning map. The Applicant does state in their introduction that argument for the rezoning is weighted in the “change” argument, and not in the “mistake” argument.

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### Case Law Impact Regarding “Spot Zoning”

One issue that the applicant will need to address is the issue of “Spot Zoning.” There is no N-MU (Neighborhood-Mixed Use) zoned property adjacent to this site. This district is a hybrid commercial-residential district, and there are commercial as well as residential districts adjacent to these properties. The applicant has been asked by staff regarding this issue, and they will be prepared to explain certain facts that overcome the burden of “spot zoning.”

### Appropriateness of Zoning District

Per the Zoning Ordinance, the N-MU District was created to:

- (1) Accommodate mixed-use buildings serving retail, service, and other uses on the ground floor and residential units above the nonresidential space;
- (2) Allow for commercial uses of a scale and intensity compatible with a residential neighborhood;
- (3) Allow for exclusively residential buildings of a scale and intensity compatible with the City's traditional neighborhood building design;
- (4) Encourage development that exhibits the physical design characteristics of pedestrian- oriented, storefront-style shopping streets;
- (5) Provide flexibility for adaptive re-use of old, non-residential buildings in these areas; and
- (6) Promote the health and well-being of residents by encouraging physical activity, allowing for transportation alternatives, and providing for interaction of uses during day and evening hours.

Although it permits and promotes mixing commercial and residential uses, the N-MU district does not require commercial or residential elements. The logical location for commercial uses on this tract remains reserved in that portion of the property that faces Trolley Drive, if some commercial development is ultimately proposed (which is not required in the N-MU District). It does encourage the development in a manner that is consistent with the City's historic “grid” street patterns at urban densities.

### Planning Commission Recommendation

The Planning Commission held a public review meeting on this matter on January 28.

Given the content of the application, the Comprehensive Plan, the Zoning Ordinance (Article 4, Land Management Code) and the testimony provided, The Planning Commission finds that the Applicant has made sufficient argument regarding “change in the character of the neighborhood” to warrant reclassifying these properties, and if the zoning were to be changed, the requested N-MU (Neighborhood Mixed Use) Zoning District is the most appropriate to apply to these sites. Although not as compelling as the argument for “change”, the Commission also believes that this application could also meet the “mistake” standard to justify the rezoning.

---

The burden of proof is on the applicant to demonstrate "change" or "mistake."

The act of amending the Zoning Map is a legislative act where the elected body acts in the interest of the general welfare of the City.

A handwritten signature in blue ink, reading "S.R. Bockmiller", followed by a horizontal line extending to the right.

Stephen R. Bockmiller, AICP  
Deputy Director for Planning and Zoning Administration  
Department of Planning and Economic Development

## Stephen Bockmiller

---

**From:** Kinzer, Jennifer <JKinzer@washco-md.net>  
**Sent:** Saturday, January 24, 2026 2:54 PM  
**To:** Stephen Bockmiller  
**Subject:** RE: Trolley Drive rezoning - time sensitive

Steve,

Sorry that it took a bit longer than expected, but here are comments from Washington County Planning & Zoning for ZM2026-01.

Thank you for the opportunity to comment. The county recognizes and supports the autonomy of the City regarding decisions related to zoning changes within the municipality. We would like to provide you with some information and observations that we would respectfully request be reviewed as part of this application.

As part of the review and deliberation of a zoning map amendment the City Zoning Ordinance and the County Zoning Ordinance require the same criteria to be evaluated as part of their decision-making process. They include population change, availability of public facilities, present and future transportation patterns, compatibility with existing and proposed development for the area, the recommendation of the Planning Commission and the relationship of such proposed amendment to the jurisdiction's plan. There is one criterion that the county believes we share some responsibility in assessing and whereby a change in the zoning designation may impact not only city provided services but services provided by the county above and beyond those provided by the city.

The criteria that we would like to provide comment on is the availability of public facilities. Specifically, we would like to address the potential impacts on school capacity and road infrastructure.

1. School capacity. It is understood that the City of Hagerstown does not regulate school impacts from development under their adopted Adequate Public Facilities Ordinance. However, the potential impacts that may result from a higher residential density allowance in the N-MU district vs. those from an RMOD district could result in creation of a severe deficiency in school capacity. These parcels are currently located within the Emma K. Doub/E. Russell Hicks Middle/South Hagerstown High school districts. Each of these schools are currently over 100% capacity and most acutely, South Hagerstown High school is over 120%.

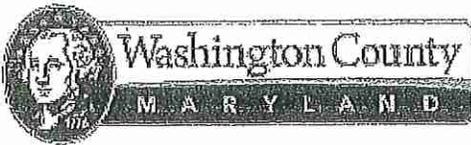
According to the City Land Management Code, residential density permitted in the RMOD district averages about 7 units per acre. The N-MU district allows for residential densities between 6 and 16 units per acre. While the density on the low end of the N-MU district is similar to the existing RMOD district, the allowance of up to 16 units per acre could have a devastating impact on these school districts. The county unfortunately does not have available funding within the capital budget at this time to adequately address the corrective issues that will be needed to accommodate the potential students produced by this and several other developments recently approved by the City in these school districts. We would respectfully ask that this issue be a factor in the evaluation of the availability of public facilities and services.

2. Road adequacy and capacity. It appears that the combination of the two parcels will give potential development access to both Emmert Road and to All Star Ct. As we know, Emmert Road is currently a smaller highway that has limited capacity due to road width, topography, and the addition of traffic from other new developments in the area. There is also a noted issue regarding the intersection of Emmert Road, Hebb Road, and US 40 – National Pike. We would respectfully ask that adequacy of the road network be considered as part of the deliberation process and that the developer work with the county in the earliest stages of planning if access is planned onto Emmert Road.

Thank you again for the opportunity to comment on this application.

Also, the County has no comments to add to the record for ZM2026-02. Please let me know if you have any questions.

Jennifer



Jennifer D Kinzer, GISP  
Interim Director  
Washington County Dept. of Planning & Zoning  
747 Northern Avenue  
Hagerstown, MD 21742  
P: 240-313-2441  
www.washco-md.net

Get Connected and See Updates



From: Stephen Bockmiller <sbockmiller@hagerstownmd.org>  
Sent: Friday, January 23, 2026 11:30 AM  
To: Kinzer, Jennifer <JKinzer@washco-md.net>  
Subject: Trolley Drive rezoning - time sensitive

**WARNING!!** This message originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.  
Any claims of being a County official or employee should be disregarded.

Hi Jennifer..

I believe Kris forwarded you the application for the Trolley Drive rezoning.

I am looking to complete my staff report and publish the Planning Commission packet by late afternoon.

Do you anticipate having something for us by then? If not, we can enter it into the record at the hearing on Wednesday.



# CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

## REZONING APPLICATION & REVIEW CHECKLIST

### Submittal Requirements:

- Original Application, including Checklist
- 1 complete set of plan
- Filing fee (please consult current fee schedule)

Case No. ZM - 2026-01

Office Use Only

**MUNIS : 2026 0003**

Name of Project: Trolley Drive Rezoning

Location of Property: 115 Emmert Road / Corboy Drive / Trolley Drive Extended  
(Please include street address, if known)

Deed Reference: Liber: 7693 Folio: 491,495 Zoning District: RMOD & CG to N-MU

Proposed Work (i.e. addition, accessory building, parking; please include size of addition and amount of disturbed area):

Engineering/Survey Company Name: Frederick Seibert & Associates, Inc.

Contact Person: Dave Trostle Email: [REDACTED]

Mailing Address: 128 S. Potomac Street, Hagerstown, MD 21740

Telephone: (301) 791-3650 Fax: \_\_\_\_\_

Developer/Applicant Name: Trolley Drive LLC

Contact Person: David Lyles Email: [REDACTED]

Mailing Address: 19638 Leitersburg Pike, Suite 201

Telephone: (301) 733-0131 Fax: \_\_\_\_\_

Property Owner Name: Same as Above

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

This Chart for Staff Use Only	1 <sup>st</sup> Review	2 <sup>nd</sup> Review
Date Accepted for Processing		
Review Date		
Returned to Design Firm		

Related Planning File References (Site Plans, Preliminary Plats, BZA Cases, HDC Cases); if none, state so:

Instructions to Engineer/Surveyor: In the column marked "Engineer/Surveyor," identify each page which the required item appears on the plan. For items that appear on each page of the plan, use "All." If the item is not applicable, address as not applicable in a note on the plan and reference the page of the plan on which the note appears in the column below. PCAD = Planning and Code Administration Department.

Application Requirements	Engineer/ Surveyor	1st Review	2nd Review	Review Key ✓ = OK 0 = Incomplete N/A = Not Applicable
Sheet size: 24" x 36"	1			
Scale shown and labeled	1			
North arrow	1			
Copy of deed or deeds and purchase option (if applicable)	1			
Owner authorization, if different than applicant	n/a			
Vicinity map with scale of 1" = 2,000' or greater	1			
Vic. map shows municipal boundaries	1			
TITLE BLOCK				
Name and address of land owner	1			
Name, address and telephone number of engineer/surveyor	1			
City Unique ID Number	n/a			
Tax Map and Parcel Number	1			
Current zoning district	1			
Proposed zoning district	1			
Election district	1			
Original drawing date	1			
Subsequent revision dates	n/a			
Location (address, city, state)	1			
Tract area	1			
Area of parcels where multiple parcels comprise tract to be rezoned	1			
Plan shows remaining lands of tract	1			
Plan shows owners, their addresses of record, and zoning of adjoining lands (see end of checklist)	1			
Boundary of tract to be rezoned shown in heavy solid line	1			
All existing buildings within tract, with addresses and current use	1			
All existing easements on tract	1			
Width of ex. utility rights of way	1			
Location of ex. public rights of way	1			
Width of ex. public rights of way	1			

Application Requirements	Engineer/ Surveyor	1 <sup>st</sup> Review	2 <sup>nd</sup> Review	Review Key ✓ = OK 0 = Incomplete N/A = Not Applicable
Location of ex. railroad rights of way	n/a			
Width of ex. railroad rights of way	n/a			
Location of ex. drainage rights of way and 100-year floodplain	n/a			
Width of ex. drainage rights of way	n/a			
FOR PUD OR OTHER PROPOSAL-BASED REZONINGS, A CONCEPT PLAN SHOWING THE FOLLOWING FEATURES	n/a			
Proposed rights of way for public streets	1			
Proposed uses, showing maximum number of dwelling units (broken down by type), and/or square footage of industrial, office and retail space	n/a			
Conceptual lot or project layout	n/a			
Conceptual location of forest preservation/aforestation areas	n/a			
Location and list of proposed amenities (parks, recreation facilities, school sites, etc.)	n/a			
Proposed location of major regional stormwater management facilities	n/a			
Plans folded to be able to fit into an 11x9" file	1			
Map Amendment File Number (ex. ZM-2016-01) on bottom right hand corner of the first page.	NA	NA		Can only be added after plat has been submitted and case file number assigned. This will not be required if this addition will be the only change required after initial staff review.
Addressed Engineering comments?		NA		
Addressed Water Dept. comments?		NA		
Addressed Sewer Dept. comments?		NA		
Addressed Light Dept. comments?		NA		
Addressed all other Department comments?				DO NOT SUBMIT REVISED PLANS UNTIL COMMENTS FROM ALL REVIEW AGENCIES HAVE BEEN COLLECTED AND ADDRESSED.
Are all applicable fees paid in full?				
Three review copies for Planning Commission provided?				
Colored exhibit provided?				

Go to Page 4 →

**Rezoning Narrative Addendum:**

**Note:** Zoning change requests must be accompanied by documentation explaining the basis for change or mistake, boundaries of the neighborhood subject to change, and any other facts supporting the Applicant's position.

- Has the applicant provided an addendum with the application that addresses the legal justification for the rezoning and provides a definition of neighborhood?
  - Change in Character of Neighborhood
  - Mistake in Existing Zoning
  - Both
  - Not Applicable (for overlays)
  
- Has the applicant provided a separate list of adjacent property owners and addresses provided?

**Instructions to Engineer/Surveyor:**

This checklist is the format used by the Planning and Code Administration Department to review and comment on your plan. It will be/has been returned to you so you can address the issues raised throughout the checklist. **When you have completed the necessary revisions to this plan, submit the following number of copies along with this checklist to the Planning and Code Administration Department.**

- Planning and Code Administration Department 2 copies
- Copies for Engineering, Electric Division, Water Division, Wastewater Division  
(Even if the plan has been reviewed and approved by these agencies) 4 copies
- Copies for any other agency with outstanding comments As Needed

**Statements**

I understand that rezoning approval by the City of Hagerstown does not constitute permission to construct. Appropriate plans and permits must be submitted to and approved by the City of Hagerstown before any construction may commence. **This statement must be signed before application will be accepted for processing.**

I understand that the rezoning must conform to the requirements of the City's Land Management Code (Chapter 140 of the City Code) and § 4-204 of the Maryland Land Use Article.

I understand that submitting this application and paying the review fees does not guarantee rezoning approval.

Owner's Signature

Applicant's Signature (if different from owner)

Date

*[Handwritten Signature]*  
*12/22/25*

City of Hagerstown, Maryland  
**Planning and Code Administration Department**  
One East Franklin Street, Suite 300  
Hagerstown, MD 21740  
T | 301.739.8577, Ext. 138  
F | 301.790.2650

Form Created: 6/15/2016  
Revised: 4/27/2017

**JD LAW CO.,  
INC.**  
Attorney at Law  
  
P.O. Box 202  
11125 Bemisderfer Road  
Greencastle, PA 17225

(301) 791-9222  
(717) 593-7200

February 12, 2026

City of Hagerstown  
Dept. of Planning & Econ. Development  
Attn: Steve Bockmiller  
14 North Potomac Street  
Hagerstown, MD 21740

**Re: 115 Emmert Road / 1923 Dual Highway  
Zoning Map Amendment – RMOD & CG to N-MU**

Dear Steve:

On behalf of the property owner, Trolley Drive LLC, please accept the within letter in support of the application for Zoning Map Amendment to **change the current RMOD (Residential – Moderate Density) and CG (Commercial General) zoning classifications for the subject property to N-MU (Neighborhood – Mixed Use).**

The subject property is the +/- 8.8 acre area created between Emmert Road and the roadways, Trolley Drive and Corboy Drive, recently constructed which connect Emmert Road to U.S. Rte. 40 (Dual Highway) (see attached sheet from the Trolley Drive Subdivision Development Plan).

The property requested to be rezoned consists of: (i) the entirety of the +/- 6.27 ac. property located at 115 Emmert Road (TM 318, Parcel 828, Tax ID No. 17-008536); and (ii) a +/- 2.52 ac. portion of the property located at 1923 Dual Highway (TM 318, Parcel 163; Tax ID No. 17-031593) (collectively, the “**Property**”) (see attached rezoning exhibit).

As can be seen from (i) the zoning classifications assigned to the Property in 1978 when it was annexed into the City of Hagerstown; (ii) the current Washington County Zoning Map; and (iii) the current City Zoning Map (all of which are attached), this area has long been a transition area between the residential areas on Hebb, Beaver Creek and Emmert Roads and the commercial areas along Dual Highway and All Star Court.

On two (2) separate occasions, in 1999 (+/- 3.3 acres) and 2006 (+/- 6.88 acres) additional land in this area was rezoned to from R1 to C2 commercial zoning recognizing the outside influence the commercial areas along Dual Highway were having on the properties in this area

Applicant requests that the City once more recognize the changing circumstances in this area as adequate justification for the within piecemeal rezoning request.

### ***Maryland “Change or Mistake” Rule***

As explained by the Courts and captured in the City’s Land Management Code (Article 4, § A(9)(a)), in Maryland a request to change a property’s zoning classification must first be supported by strong evidence of either (i) mistake in the original zoning (or the most recent comprehensive rezoning); or (ii) substantial change in the character of the neighborhood. See, Stratakis v. Beauchamp, 268 Md. 643, 652-653 (1973), which also characterizes “strong evidence” as being sufficient to make the issue “fairly debatable.”

A more liberal standard of what constitutes change or mistake is applied in cases in which the request is to change the subject Property’s zoning from one classification to another within the same general land-use category (e.g. residential to another residential or commercial to another commercial) rather than from one land-use category to another (i.e. residential to commercial or commercial to industrial). See, Tennison v. Shomette, 38 Md. App. 1, 6 (1977). In this case, a similar situation is present in that the Property is currently split zoned (RMOD and CG) and the request is for a mixed-use zoning (N-MU).

#### **Mistake**

For there to be a “mistake” at the time of the original zoning (or last comprehensive rezoning) there must be evidence (i) that there were assumptions or premises relied upon that were invalid or incorrect; or (ii) that existing facts, projects or reasonably foreseeable trends were not taken into account, so that essentially the original zoning (or last comprehensive rezoning) was premised on an error or misapprehension and not just an occasion of bad judgment. See, Boyce v. Sembly, 25 Md. App. 43, 50-51 (1975).

Although mistaken assumptions or premises may have been relied upon and/or existing facts, projects or foreseeable trends may not have been taken into account when the Property was last comprehensively zoned in 2020, substantial change in the character of the neighborhood since is the stronger justification for the requested rezoning.

#### **Change in the Character of the Neighborhood**

There are essentially three (3) elements to be established in a case contending there has been a substantial change in the character of the neighborhood:

- (a) What area constitutes the “neighborhood” of the subject property;
- (b) The changes that have occurred in that “neighborhood” since the original zoning (or last comprehensive rezoning affecting the property); and

- (c) That the changes resulted in a change to the character of the “neighborhood” that justify reclassification of the property to the requested zoning.

See, Montgomery v. Board of County Commissioners for Prince George’s County, 256 Md. 597, 602 (1970).

### *Neighborhood*

What constitutes the “neighborhood” is not to be precisely or rigidly defined but instead is defined differently in each case as the area within the immediate environs of the subject property and depends upon geographic location property, whether it is an urban, rural or semi-rural area and other such relative characteristics. See, Clayman v. Prince George’s County, 266 Md. 409, 418 (1972).

In this case, the Property is located within the “neighborhood” rectangular in shape and bounded by the following, all of which are less than 2,000’ from the Property:

- Hebb Road to the North;
- Beaver Creek to the West
- I-70 to South
- Dual Hwy. to East

Although not always the case, streets, highways or other substantial physical barriers are appropriately recognized as the geographic confines of a “neighborhood” for the purpose of rezoning analysis. Brown v. Wimpres, 250 Md. 200, 205 (1968).

### *Changes in the Neighborhood*

When evaluating the effect and sufficiency of changes which have occurred in the neighborhood, (i) they should be considered in the aggregate, not isolation. See, Bowman Group v. Moser, 112 Md. App. 694, 700 (1996); and (ii) changes occurring prior to the original zoning (or last comprehensive rezoning) may be considered, if considered in conjunction with other changes occurring after said zoning or rezoning. See, Buckel v. Board of County Commissioners of Frederick County, 80 Md. App. 305, 311 (1989).

Numerous changes have occurred within the “neighborhood” in which this Property is located, both prior and subsequent to the last comprehensive rezoning affecting the Property in 2020. Those changes include at least the following:

- Construction of Trolley Drive and Corboy Drive in 2025 providing a new direct connection between U.S. Rte. 40 (Dual Highway) and Emmert Road;
- Redevelopment of several existing single-family residences fronting along U.S. Rte. 40 (Dual Highway) in 2024 into a CarMax used car sales facility;

- Annexation into the Town of Funkstown (2019) and development (2020) of +/- 67 ac. located on the southside of Beaver Creek Road for one hundred fifty (150) single-family homes; and
- Approval and commencement of development in 2025 of the +/- 31 ac. Reese Farm located on the west side of Emmert Road for 124 single-family attached (townhome) units and 240 multi-family apartment units.

As a result of these changes, the area or “neighborhood” in which the Property is located has changed so that the requested rezoning from RMOD & CG to N-MU is both justified and appropriate. Specifically, the “neighborhood” has changed from an area that has distinct residential areas along Hebb, Emmert and Beaver Creek Roads to an area that is inherently mixed in nature and influenced by both the residential and commercial areas abutting it.

As thoroughly explained in the City’s Land Management Code, the purpose of the N-MU (Neighborhood - Mixed” is to accomplish the following:

- (1) Accommodate mixed-use buildings serving retail, service, and other uses on the ground floor and residential units above the nonresidential space;
- (2) Allow for commercial uses of a scale and intensity compatible with a residential neighborhood;
- (3) Allow for exclusively residential buildings of a scale and intensity compatible with the City’s traditional neighborhood building design;
- (4) Encourage development that exhibits the physical design characteristics of pedestrian oriented, storefront-style shopping streets;
- (5) Provide flexibility for adaptive re-use of old, non-residential buildings in these areas; and
- (6) Promote the health and well-being of residents by encouraging physical activity, allowing for transportation alternatives, and providing for interaction of uses during day and evening hours.

In this case, because the Property is already split zoned with residential (RMOD) and commercial (CG) classifications, the mixed-use nature of the N-MU zoning is completely appropriate and suitable for the Property.

Additionally, given the Property’s proximity to both higher density townhome and multi-family residential projects and a significant, new roadway connection to U.S. Rte. 40 (Dual Highway), the ability to use the City’s traditional neighborhood design flexibility pursuant to the N-MU zoning classification is also appropriate and suitable for the Property and consistent with the uses and zoning classifications of the surrounding properties.

For these reasons, the Applicant / Property Owner respectfully requests that the requested rezoning of the Property from its current RMOD (Residential – Moderate Density) and CG (Commercial, General) classifications to N-MU (Neighborhood – Mixed Use) be approved.

Very truly yours,

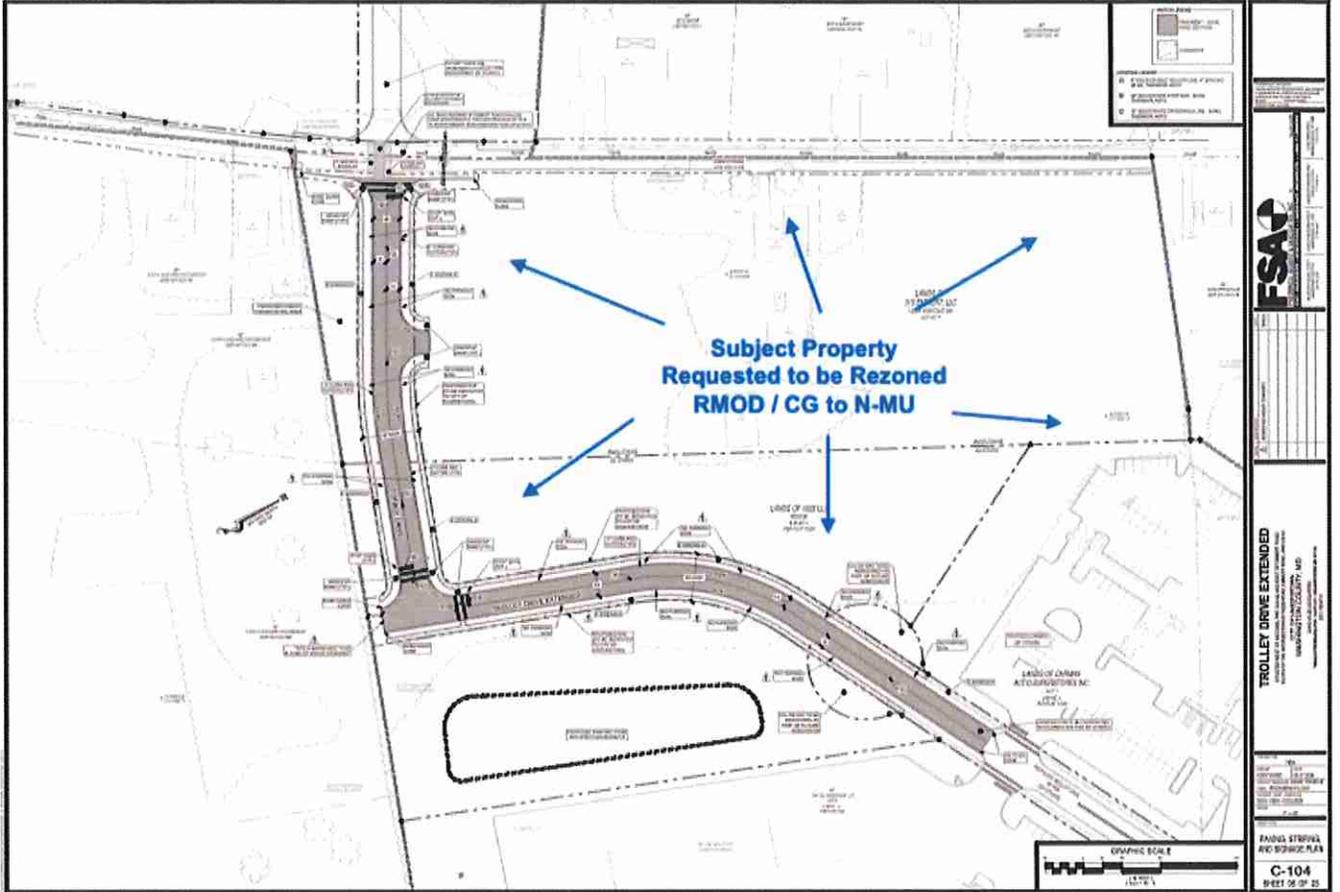
**JD LAW CO., INC.**

Jason M. Divelbiss

*Attorney at Law*

*Email: [jdivelbiss@divelbisslaw.com](mailto:jdivelbiss@divelbisslaw.com)*

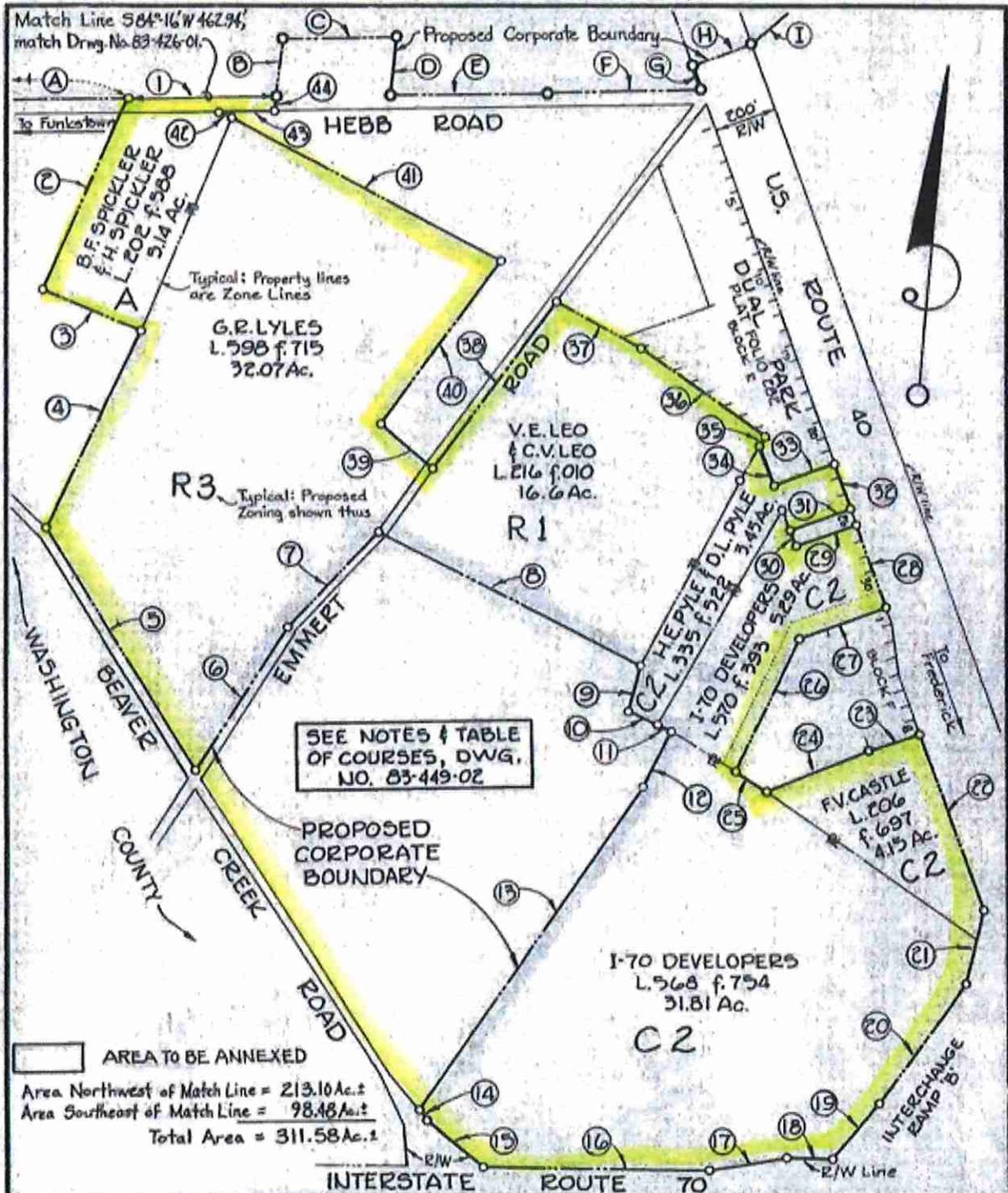
Trolley Drive Dev. Plan.





1978 Annexation Zoning

A-1978-06



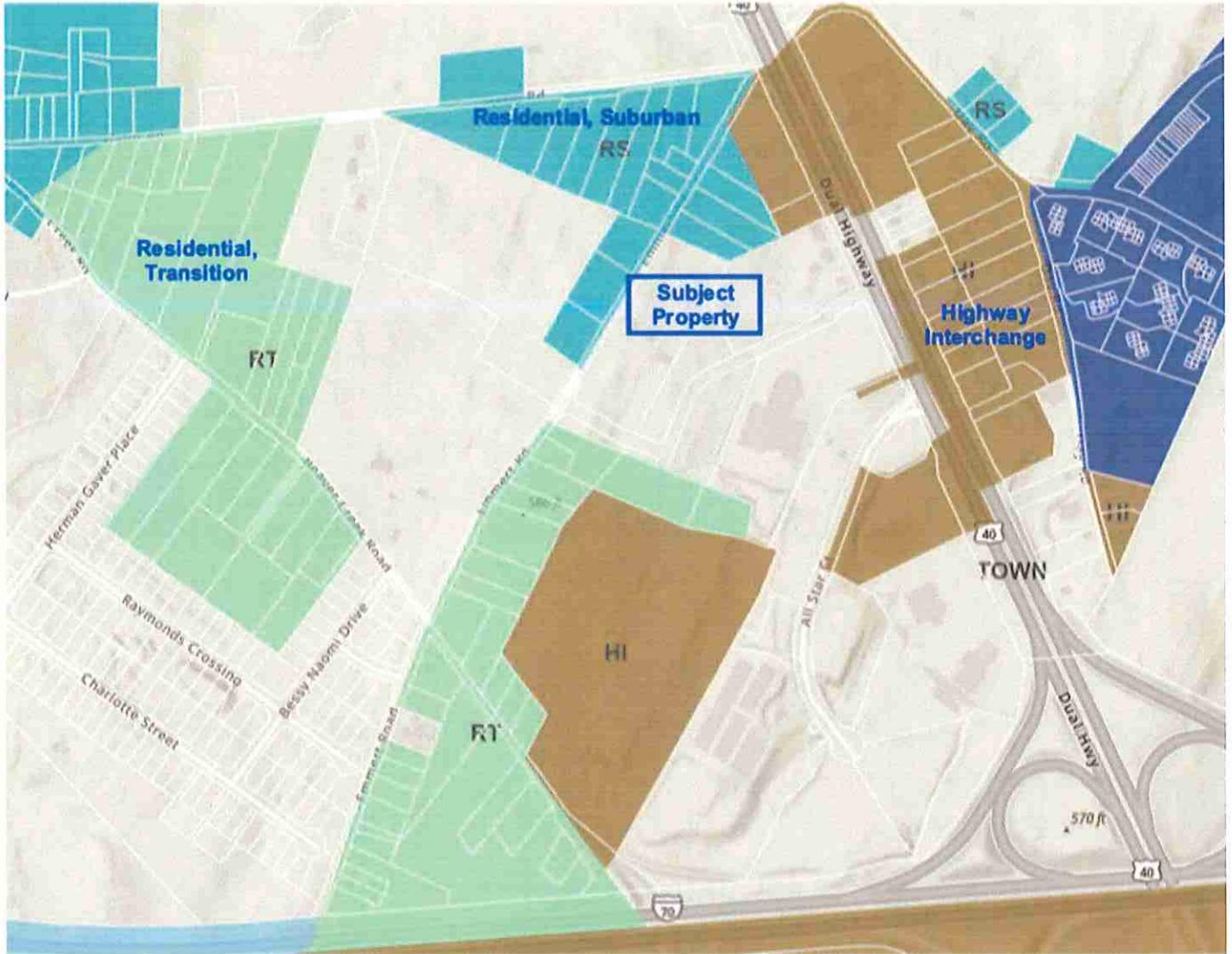
SEE NOTES & TABLE OF COURSES, DWG. NO. 83-449-02

AREA TO BE ANNEXED  
 Area Northwest of Match Line = 213.10 Ac.±  
 Area Southeast of Match Line = 98.48 Ac.±  
 Total Area = 311.58 Ac.±

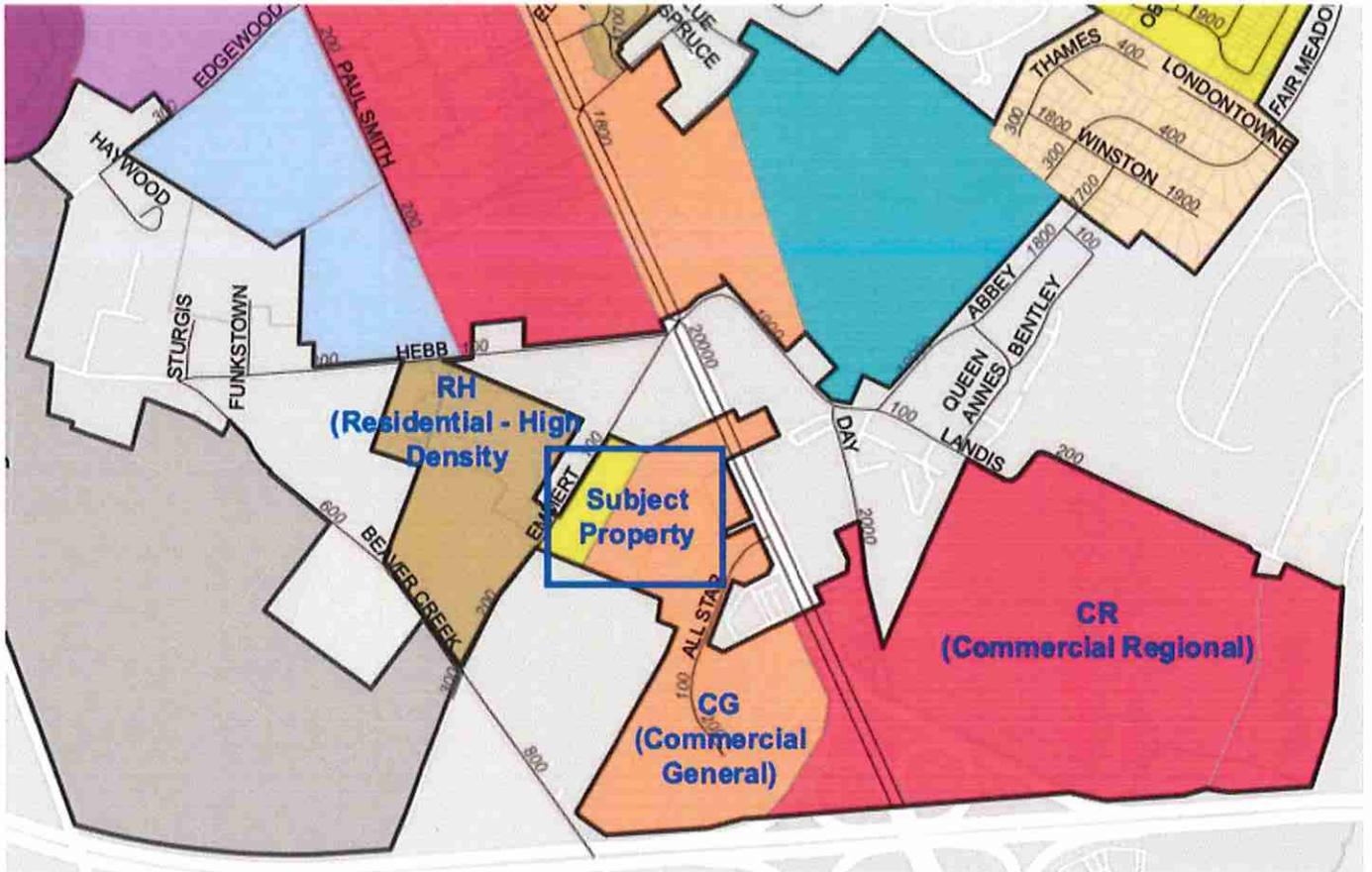
CITY OF HAGERSTOWN, MD. — ENGINEERING DEPARTMENT	
U.S. RTE. 40 EAST - HEBB ROAD - EMMERT ROAD ANNEXATION TO THE CITY OF HAGERSTOWN	
DRAWN J. WALKLEY	DATE MAR. '77
CHECKED	
APPROVED	
	DWG. NO. 83-449-01
	SCALE 1" = 400'

1-16-78: Revised to include in area to be annexed the properties of Harrison, Lorich & Landonhome Sect B, with reference to Drawing 83-426-01, by A.W.  
 1-17-78: Added Proposed Zoning, by A.W.

Current County Zoning Map



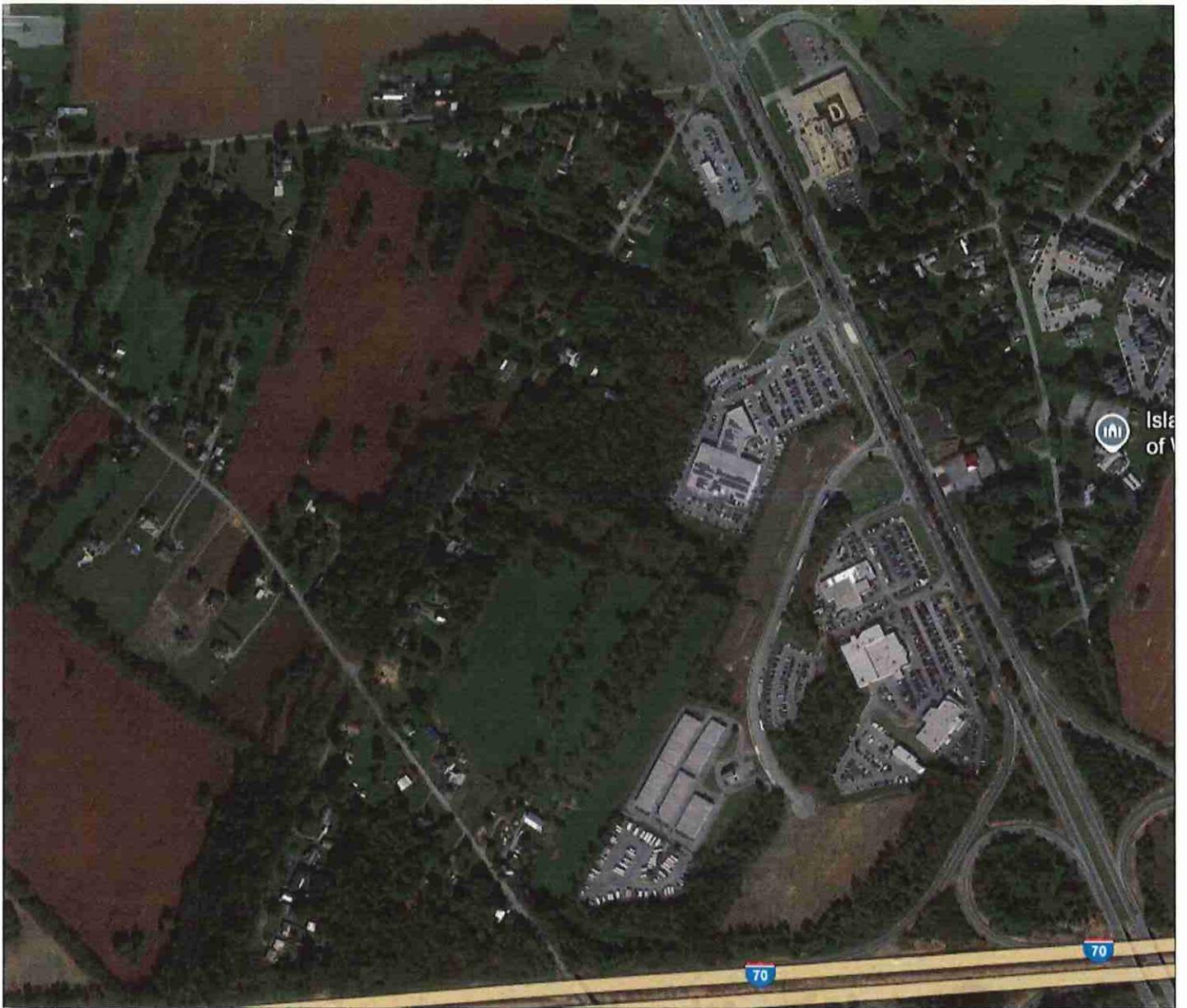
Current City Zoning Map



Defined "Neighborhood" (2025)



Defined "Neighborhood" (2017)



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

---

**Topic:**

Rezoning Request: Eastern Blvd. and Leitersburg Pike - ZM-2026-02

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

ZM-2026-02.pdf

**Description**

Rezoning Request: Eastern Blvd. and Leitersburg Pike - ZM2026-02



TECHNICAL STAFF REPORT - INDIVIDUAL REZONING REQUEST  
MAYOR AND COUNCIL PUBLIC HEARING

Report Published:	February 18, 2026
Mayor and City Council Public Review Meeting:	February 24, 2026
Case Number:	ZM-2026-02
Applicant:	Cornerview, LLC
Applicant's Counsel:	Jason Divelbiss, Esq.
Property Owner:	Cornerview, LLC
Location:	Northeastern corner of Eastern Blvd and Leitersburg Pike (Potomac Avenue)
City Tax Map, Block and Parcel:	Map 38, Parcels 0890
Deed Reference:	Liber 7669, Folio 409
Address:	Eastern Blvd
Area of Tract:	3.65 acres +/-
Area requested to be reclassified:	3.65 acres +/- (See Applicant's exhibit)
Current Zoning:	CL (Commercial Local)
Proposed Zoning:	CG (Commercial General)
Vicinity and Proposed Zoning Map:	See page 2.

**Description of Proposal:**

The Applicant requests a zoning map amendment to rezone the subject property from CL (Commercial Local) to CG (Commercial General). This zoning map amendment application is not tied to a development proposal.

**Executive Summary:**

The Applicant asserts that the proposed zoning map amendment is justified by a mistake in zoning made during the 2020 Comprehensive Zoning, as the property's size, configuration, and topography limit its ability to be reasonably developed under the current zoning designation. In addition, the character of the surrounding neighborhood has changed since 2020 due to the significant intensification of nearby commercial development. If approved, rezoning the property to the CG District is likely the most appropriate designation, though CR (Commercial Regional) could be considered. The Planning Commission recommends approval.

Vicinity and Zoning Map:



0 110 220 US Feet



**City Of Hagerstown**

	ZM-2026-02	<b>Zoning District</b>		CG (Commercial General)
	Corporate Boundary			CL (Commercial Local)



---

**Proposal Narrative:**

The subject property is located at the northeast corner of Eastern Boulevard and Leitersburg Pike (Potomac Avenue) and consists of approximately ±3.65 acres. The Property is currently zoned CL (Commercial - Local) and is vacant. The Property is also identified on the Future Land Use Map of the City's Comprehensive Plan as "Commercial General." It is designated as vacant or underutilized, on the Vacant and Underutilized Land Use Map indicating the City's long-term intent for commercial development at a scale greater than currently permitted under the CL zoning.

The topography of the Property significantly limits the area that is suitable for development, with steep grades reducing the practical buildable area to approximately one acre unless substantial grading improvements and/ or retaining wall are included in the development of this site. The location of the Property at the intersection of major roadways and adjacent to established commercial uses demonstrates that a higher-intensity commercial zoning designation would be compatible with the surrounding land use pattern. Additionally, the site's visibility and access from these roadways support the potential for commercially viable development that aligns with the Comprehensive Plan's guidance for the area.

**Photographs of the Area to be Rezoned:**



Photo 1: View north along Eastern Blvd, North, showing the area to be rezoned to the right of the road.



Photo 2: View northeast from the intersection of Eastern Blvd and Leitersburg Pike. Area to be rezoned is to the left of Eastern Blvd, and on the right side of Leitersburg Pike.



Photo 3: View south from Leitersburg Pike, showing the area to be rezoned to the left of the road.

**Annexation and Zoning History:**

(ZM-1998-09) GEMCO Rezoning

GEMCO Development LLC requested rezoning from “A to C2”. Staff and Planning Commission felt request was unsuitable and a less intensive classification would be more appropriate. Mayor and City Council concluded neither change nor mistake had been sufficiently demonstrated and denied the rezoning.

(ZM-2001-01) Evergreen Rezoning

Evergreen had applied to rezone 3.65 acres from the “A” Zoning District labeled the “AT” District to the “C1” Zoning District now labeled the “CL” District, citing change and mistake as the basis for the request. The Planning Commission had initially recommended approval, and the Mayor and City Council had adopted an ordinance to rezone the property to “C1”. Opponents had challenged the decision in court, which found that the Council had not provided sufficient findings of fact to support the rezoning. After the case was remanded and reviewed through appeal, the Council ultimately determined that the change and mistake arguments did not justify the rezoning and reverted the property to “A” Zoning. Development had continued on the property, including construction of the YMCA and Stone House Square, as well as

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review of multiple residential site plans. The zoning assignment and configuration of this property continued since the Council's reversion to "A1" Zoning.

(ZM-2009-02) 2009-10 Comprehensive Rezoning

The New Comprehensive Plan had been adopted, with a land use recommendation of commercial for the area. In 2009, Phase 2 of the Comprehensive Rezoning included this property. Staff and the Planning Commission had recommended rezoning to "C4" currently labeled the "CR" District to match the Stonehouse Square zoning to the north; however, the Mayor and City Council determined that a less intensive zoning was more appropriate and rezoned the property to "POM". Development had continued in the area of the property, including the construction of a new CVS and a new McDonald's at Longmeadow Shopping Center. The zoning assignment and configuration of this property had been in place since the Council's adoption of "POM" zoning.

(ZM-2019-01) 2018-20 Comprehensive Rezoning

The New Comprehensive Plan had been adopted on April 3, 2018, as vision Hagerstown 2035, with a land use recommendation of "Business Employment" for the property. This recommendation was then amended to be classified as "Commercial General" on January 28, 2020 (R-20-01). In 2020, at the owner's request, the property had been included in the Comprehensive Rezoning and was rezoned to "CL" (Commercial Local) since attempts to market the site for POM uses were unsuccessful. Redevelopment of the area continued, including the redevelopment of the former Sears building for a Sheetz. The zoning assignment and configuration of this property had been in place since the 2020 rezoning.

**Adjacent Properties:**

West (Leitersburg Pike)

Properties adjacent to this site along Leitersburg Pike include a Sheetz gas station, a CVS Pharmacy, and Long Meadow Shopping Center. These properties are within the City and zoned "CR" (Commercial – Regional).

North (Leitersburg Pike)

The property adjacent to this site along Leitersburg Pike includes a vacant parcel within the flood plain of Hamilton Run that is improved with off - premises signs. This property is within the City and zoned "CL" (Commercial – Local).

East (Eastern Blvd)

Properties adjacent to this site along Eastern Blvd include Cortland Apartments improved with apartment complexes. Most of the area of this tract adjacent to Eastern Boulevard is a protected forest conservation area. These properties are within the City's "RH" (Residential – High Density) Zoning District.

South (Eastern Blvd)

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Properties adjacent to this site across Eastern Blvd include single-family detached homes. These properties are within the City's "R-MOD" (Residential – Moderate Density) Zoning District.

**Site Description:**

The subject property consists of one parcel totaling approximately 3.65 acres located at the northeast corner of Eastern Boulevard and Leitersburg Pike. The property is unimproved and currently zoned "CL" (Commercial, Local). The site features a slope that drops approximately 25 feet from the southwest corner at the intersection of Eastern Boulevard and Leitersburg Pike to the northeast corner of the parcel, which limits the usable area to roughly one acre without significant grading or construction of significant retaining walls. The City's Comprehensive Plan designates the property as "Commercial General" and identifies it as a vacant or underutilized site. Aerial photographs illustrate the property's topography and physical constraints.

**Floodplain:**

Approximately 0.10 acres in the northeast of the parcel is designated 100-year floodplain on the 2017 FEMA floodplain map for the City.

**Roads:**

The property has approximately 300 feet of frontage along Leitersburg Pike and 450 feet along Eastern Boulevard, both classified as minor arterial roadways. Access is constrained due to limitations in establishing safe ingress and egress points to either Eastern Boulevard or Leitersburg Pike.

**Water and Sewer Service:**

Surrounding developments are served by Hagerstown's Water and Wastewater utilities. Development of this tract will be required to be served by City utilities.

**Electric Service:**

This tract is in the Hagerstown Light Department service area.

**Fire and Police Service:**

This tract has received protection provided by the Hagerstown Police Department since its annexation in 1943. First call station for fire protection is assigned to Engine 2 (Antietam Fire Company) located at 790 Potomac Avenue.

**Schools:**

The subject tract is in the attendance area of the following schools:

High School:           North Hagerstown High School

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Middle School: Northern Middle School  
Elementary School: Potomac Heights Elementary School

Hagerstown has no Adequate Public Facilities Ordinance for school capacity. Consideration of school capacity when determining the outcome of planning and zoning proposals in the City may subject that decision to legal challenge if no objective standards are codified in City Ordinances. No such objective standards are currently in effect.

**Agency Comments:**

As of the publication of this report, these agencies stated they have no comment:

1. Potomac Edison
2. Washington County Soil Conservation District.
3. Hagerstown City Engineer
4. Hagerstown Department of Public Works (which includes Parks and Recreation).
5. Washington County Health Department.
6. Hagerstown Light Department
7. Hagerstown Fire Marshal
8. Washington County Planning.
9. Washington County Public Schools.
10. Hagerstown Water Department and Wastewater Department

No comment has been received from the Maryland State Highway Administration. Any additional comments received prior to the public review meeting will be provided to the Mayor and City Council at that time.

**Comprehensive Plan:**

The area that is zoned CL appears on the Future Land Use Map (Map 2-7) of the 2035 Comprehensive Plan with a designation of "Commercial General", as it was amended on January 28, 2020 (R-20-01).

The Comprehensive Plan described the Commercial General designation as follows:

Commercial General indicates land designed to accommodate a broad range of commercial purposes, especially retail uses and personal services, ranging from individual stores to shopping centers. Within existing corporate boundaries these areas include much of the Dual Highway corridor, Maryland Avenue, Leitersburg Pike, and Wesel Boulevard. It also includes a number of smaller commercial areas such as those along Eastern Boulevard, Northern Avenue, West Washington Street, Frederick Street, and Burhans Boulevard. In the growth area, major CG concentrations include Valley Mall, Prime Outlets, and Pennsylvania Avenue.

The tract appears and is described on the following Comprehensive Plan maps:

1. Map 2-3: Planned and Future Development – CG zoned area identified as "Vacant land."
2. Map 2-5: Vacant and Underutilized Land – Identified as vacant.
3. Map 2-9: Plan Maryland Place Designations – Identified as being in a "targeted growth & revitalization area".
4. Map 4-1: Water and Wastewater Service Areas – Site shown as "served by City"

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5. sewer lines and treatment plan.
  5. Map 4-2: Water and Wastewater Priority Areas – Site shown as a “Priority 1” area.
  6. Map 4-3: Growth Tier Designations – Site shown as a Tier 1 area.
  7. Map 5-3: Long Range Transportation Plan Recommended Upgrades – No recommendations.
  9. Map 9-4: Future Park Needs – This site is within an area identified as being outside of a 0.25-mile radius from park space within the City.

Development of this vacant land is supported by multiple policies of the Comprehensive Plan. Most prominently, Policy 2-6 of the Plan states *Development and redevelopment of Hagerstown’s vacant and underutilized land will be an important part of the City’s overall growth management approach and as such is Priority 1 for City water and wastewater service.* The Plan also calls for the well-designed and coordinated development of unimproved tracts. The property is highly visible, but has remained undeveloped when classified as “CL” or “POM” for 16 years.

#### **Evaluation of Justification for Map Amendment:**

##### Relation to the General Plan and the Zoning Regulations

The area to be rezoned is designated Commercial General on the Future Land Use Map of the Comprehensive Plan. It is immediately adjacent to other areas that are zoned “CG” (Commercial General), “RH” (Residential - High Density), and R – MOD (Residential - Moderate Density) across Eastern Boulevard. The Future Land Use Map is a generalized map.

The area is intended for the development of the Commercial General category that specifically encourages non-retail, non-manufacturing uses (e.g. office and research), reflecting the national shift to a service-based economy. Even though the Future Land Use Map classifies this area as “Commercial General,” it is currently zoned “CL” (Commercial Local), and the applicant is proposing to change it to another commercial district, “CG” (Commercial General). In context of the overall tract, the proposed map amendment corrects an arbitrary decision made in the assignment of the zoning district boundary to this property. The Comprehensive Plan identifies this area as destined for Commercial General. Numerous policies and maps of the Comprehensive Plan call for the thoughtful development of this tract for a mixture of commercial uses. Thoughtful development of the tract as a whole is made difficult by adherence to a district boundary set in an arbitrary manner when the property was annexed nearly 50 years ago.

##### Evaluation of the Petition Concerning the Change Rule

To substantiate a change in character of the neighborhood, the Applicant must establish the “neighborhood” boundary and specify the changes that occurred after the comprehensive zoning that altered the character of the “neighborhood”.

In this case, the Applicant has defined the neighborhood as the area surrounding the Property, bounded by Cortland Drive to the north, Oak Hill Avenue to the west, Eastern

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Boulevard to the south, and the YMCA Property to the east. Streets and substantial physical barriers, such as Eastern Boulevard, are appropriately recognized as the geographic limits of the neighborhood for rezoning analysis.

Since the last comprehensive rezoning in 2020, numerous changes have occurred within this neighborhood. These include significant intensification of commercial development, such as the addition of pad sites at Longmeadow Shopping Center, development of Stone House Square Shopping Center, construction of the YMCA, and the redevelopment of the former Sears store into Sheetz. In addition, major improvements were made to the intersection of Eastern Boulevard and Leitersburg Pike, including widening to four travel lanes, installation of bike lanes, and construction of concrete medians.

Taken together, these changes have substantially altered the character of the neighborhood. The area has become more commercially active and capable of supporting a broader range of uses. As a result, the Property is now suitable for the wider spectrum of commercial uses permitted in the "CG" (Commercial, General) District, consistent with the purpose of providing locations for businesses of a general nature to serve the community.

However, the Maryland courts have regularly determined that developing land in accordance with the designation in the Comprehensive Plan and resulting zoning usually does not constitute a change in the character of a neighborhood since the last comprehensive rezoning. Staff questions the applicability of this and encourages to the applicant to be prepared to justify its applicability to the Planning Commission and later the Mayor and City Council.

#### Evaluation of the Petition Concerning the Mistake Rule

To substantiate a mistake in zoning, evidence must show that the zoning authority erred when it adopted the comprehensive zoning map. When the Property was last comprehensively rezoned in 2020, the property owner requested "CG" (Commercial, General) zoning, but the request was denied, and the Property was zoned "CL" (Commercial, Local). At that time, the City did not fully consider existing conditions or reasonably foreseeable trends, including the Property's size, configuration, and topography, all of which present challenges to safe access and development.

For there to be a "mistake" at the time of the original zoning or last comprehensive rezoning, there must be evidence (i) that assumptions or premises relied upon were invalid or incorrect, or (ii) that existing facts, projects, or reasonably foreseeable trends were not taken into account, so that the zoning decision was based on an error or misapprehension and not merely a matter of judgment.

In this case, the City's access limitation did not adequately account for the Property's practical development limitations or the surrounding growth patterns identified in the Comprehensive Plan. The more limited uses allowed under CL zoning were not sufficient to overcome the significant costs and challenges of developing the Property, which has remained undeveloped. By contrast, CG zoning would allow a broader

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spectrum of commercial uses that are both economically feasible and consistent with the community's needs.

The denial of CG zoning therefore reflects a clear mistake. The current zoning restricts logical, coordinated development and does not align with the Property's potential or the trends in the neighborhood. Correcting this mistake would allow wider opportunities for the Property to be developed in a way that serves the community and makes practical use of the site.

#### Appropriateness of Zoning District

Under Hagerstown's Zoning Ordinance, Article 4, the CG (Commercial General) District is intended to provide locations for businesses that serve the broader community. The Property's size, shape, and location at the intersection of Leitersburg Pike and Eastern Boulevard make it well-suited for this purpose.

Although the Property's topography and access requirements make smaller scale uses difficult. The range of commercial uses allowed in the CG District include larger restaurants, retail stores, professional offices, and health care services making development feasible and practical. These uses are better suited to the Property than the limited options allowed under the current CL (Commercial, Local) zoning.

In short, CG zoning fits the Property naturally. It allows viable development that aligns with the City's Comprehensive Plan, and reflects the growth and character of the surrounding neighborhood.

One issue that the applicant will need to address is the issue of "Spot Zoning." There is no "CG" (Commercial General) zoned property adjacent to this site. Rezoning to "CR" (Commercial Regional) is consistent with the Long Meadow Shopping Center across Leitersburg Pike and would eliminate this issue. Rezoning to "CR" may be inappropriate due to the size and access to this site and inappropriate for larger uses. Also, the applicant has been asked by staff regarding this issue, and they will be prepared to explain certain facts that overcome the burden of "spot zoning."

Therefore, if the Planning Commission recommends and the elected body approves this map amendment request, only appropriate district for it to be reclassified to is the CG District if the applicant successfully overcomes the spot zoning issue.

The burden of proof is on the applicant to demonstrate "change" or "mistake."

The act of amending the Zoning Map is a legislative act where the elected body acts in the interest of the general welfare of the City.

#### Planning Commission Recommendation

The Planning Commission held a public review meeting on this matter on January 28, 2026.

Given the content of the application, the Comprehensive Plan, the Zoning Ordinance (Article 4, Land Management Code) and the testimony provided, The Planning

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Commission finds that the Applicant has made sufficient argument regarding “change in the character of the neighborhood” to warrant reclassifying this property, and if the zoning were to be changed, the requested CG (Commercial General) Zoning District is the most appropriate to apply to these sites. Although not as compelling as the argument for “change”, the Commission also believes that this application could also meet the “mistake” standard to justify the rezoning.



Kristian Broche  
Assistant Zoning Administrator  
Department of Planning and Economic Development



# CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

## REZONING APPLICATION & REVIEW CHECKLIST

### Submittal Requirements:

- Original Application, including Checklist
- 1 complete set of plan
- Filing fee (please consult current fee schedule)

Case No. ZM - 2026-02  
Office Use Only

MVNIS: 20260006

Name of Project: Eastern Blvd. Rezoning

Location of Property: N/E Corner of Eastern Blvd. / Leitersburg Pike  
(Please include street address, if known)

Deed Reference: Liber: 7669 Folio: 409 Zoning District: CL to CG

Proposed Work (i.e. addition, accessory building, parking; please include size of addition and amount of disturbed area):

Engineering/Survey Company Name: Frederick Seibert & Associates, Inc.

Contact Person: Dave Trostle Email: [REDACTED]

Mailing Address: 128 S. Potomac Street, Hagerstown, MD 21740

Telephone: (301) 791-3650 Fax: \_\_\_\_\_

Developer/Applicant Name: Cornerview LLC

Contact Person: Mitesh Kothari Email: [REDACTED]

Mailing Address: 19139 Kimberly Drive, Hagerstown, MD

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

Property Owner Name: Same as above

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

This Chart for Staff Use Only	1 <sup>st</sup> Review	2 <sup>nd</sup> Review
Date Accepted for Processing		
Review Date		
Returned to Design Firm		

Related Planning File References (Site Plans, Preliminary Plats, BZA Cases, HDC Cases); if none, state so:

**Instructions to Engineer/Surveyor:** In the column marked "Engineer/Surveyor," identify each page which the required item appears on the plan. For items that appear on each page of the plan, use "All." If the item is not applicable, address as not applicable in a note on the plan and reference the page of the plan on which the note appears in the column below. PCAD = Planning and Code Administration Department.

Application Requirements	Engineer/ Surveyor	1 <sup>st</sup> Review	2 <sup>nd</sup> Review	Review Key ✓ = OK 0 = Incomplete N/A = Not Applicable
Sheet size: 24" x 36"	1	✓		
Scale shown and labeled	1	✓		
North arrow	1	✓		
Copy of deed or deeds and purchase option (if applicable)	1	✓		
Owner authorization, if different than applicant	n/a	N/A		
Vicinity map with scale of 1" = 2,000' or greater	1	✓		
Vic. map shows municipal boundaries	1	✓		
TITLE BLOCK				
Name and address of land owner	1	✓		
Name, address and telephone number of engineer/surveyor	1	✓		
City Unique ID Number	n/a	N/A		
Tax Map and Parcel Number	1	✓		
Current zoning district	1	✓		
Proposed zoning district	1	✓		
Election district	1	✓		
Original drawing date	1	✓		
Subsequent revision dates	n/a	N/A		
Location (address, city, state)	1	✓		
Tract area	1	✓		
Area of parcels where multiple parcels comprise tract to be rezoned	n/a	N/A		
Plan shows remaining lands of tract	1	✓		
Plan shows owners, their addresses of record, and zoning of adjoining lands (see end of checklist)	1	✓		
Boundary of tract to be rezoned shown in heavy solid line	1	✗		
All existing buildings within tract, with addresses and current use	1	✓		
All existing easements on tract		✓		
Width of ex. utility rights of way	1	✓		
Location of ex. public rights of way	1	✓		
Width of ex. public rights of way	1	✗		

Application Requirements	Engineer/ Surveyor	1 <sup>st</sup> Review	2 <sup>nd</sup> Review	Review Key ✓ = OK 0 = Incomplete N/A = Not Applicable
Location of ex. railroad rights of way	n/a	N/A		
Width of ex. railroad rights of way	n/a	N/A		
Location of ex. drainage rights of way and 100-year floodplain	n/a	Ø		Note?
Width of ex. drainage rights of way	n/a	N/A		
FOR PUD OR OTHER PROPOSAL-BASED REZONINGS, A CONCEPT PLAN SHOWING THE FOLLOWING FEATURES	n/a	N/A		
Proposed rights of way for public streets	n/a	N/A		
Proposed uses, showing maximum number of dwelling units (broken down by type), and/or square footage of industrial, office and retail space	n/a	N/A		
Conceptual lot or project layout	n/a	N/A		
Conceptual location of forest preservation/afforestation areas	n/a	Ø		Note?
Location and list of proposed amenities (parks, recreation facilities, school sites, etc.)	n/a	N/A		
Proposed location of major regional stormwater management facilities	n/a	N/A		
Plans folded to be able to fit into an 11x9" file	1	✓		
Map Amendment File Number (ex. ZM-2016-01) on bottom right hand corner of the first page.	NA	NA		Can only be added after plat has been submitted and case file number assigned. This will not be required if this addition will be the only change required after initial staff review.
Addressed Engineering comments?		NA		
Addressed Water Dept. comments?		NA		
Addressed Sewer Dept. comments?		NA		
Addressed Light Dept. comments?		NA		
Addressed all other Department comments?				DO NOT SUBMIT REVISED PLANS UNTIL COMMENTS FROM ALL REVIEW AGENCIES HAVE BEEN COLLECTED AND ADDRESSED.
Are all applicable fees paid in full?				
Three review copies for Planning Commission provided?				
Colored exhibit provided?				

Go to Page 4 →

**Rezoning Narrative Addendum:**

**Note:** Zoning change requests must be accompanied by documentation explaining the basis for change or mistake, boundaries of the neighborhood subject to change, and any other facts supporting the Applicant's position.

Has the applicant provided an addendum with the application that addresses the legal justification for the rezoning and provides a definition of neighborhood?

\_\_\_\_\_ Change in Character of Neighborhood

\_\_\_\_\_ Mistake in Existing Zoning

Both

\_\_\_\_\_ Not Applicable (for overlays)

Has the applicant provided a separate list of adjacent property owners and addresses provided?

**Instructions to Engineer/Surveyor:**

This checklist is the format used by the Planning and Code Administration Department to review and comment on your plan. It will be/has been returned to you so you can address the issues raised throughout the checklist. **When you have completed the necessary revisions to this plan, submit the following number of copies along with this checklist to the Planning and Code Administration Department.**

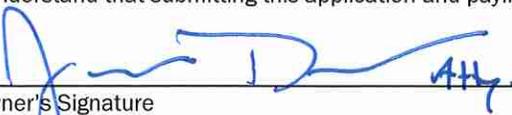
Planning and Code Administration Department	2 copies
Copies for Engineering, Electric Division, Water Division, Wastewater Division (Even if the plan has been reviewed and approved by these agencies)	4 copies
Copies for any other agency with outstanding comments	As Needed

**Statements**

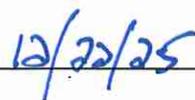
I understand that rezoning approval by the City of Hagerstown does not constitute permission to construct. Appropriate plans and permits must be submitted to and approved by the City of Hagerstown before any construction may commence. **This statement must be signed before application will be accepted for processing.**

I understand that the rezoning must conform to the requirements of the City's Land Management Code (Chapter 140 of the City Code) and § 4-204 of the Maryland Land Use Article.

I understand that submitting this application and paying the review fees does not guarantee rezoning approval.

  
Owner's Signature

\_\_\_\_\_  
Applicant's Signature (if different from owner)

  
Date

City of Hagerstown, Maryland  
**Planning and Code Administration Department**  
One East Franklin Street, Suite 300  
Hagerstown, MD 21740  
T | 301.739.8577, Ext. 138  
F | 301.790.2650

Form Created: 6/15/2016  
Revised: 4/27/2017

**JD LAW Co.,  
INC.**  
Attorney at Law

P.O. Box 202  
11125 Bemisderfer Road  
Greencastle, PA 17225

(301) 791-9222  
(717) 593-7200

December 23, 2025

City of Hagerstown  
Dept. of Planning & Econ. Development  
Attn: Steve Bockmiller  
14 North Potomac Street  
Hagerstown, MD 21740

**Re: NE Corner of Eastern Blvd. / Leitersburg Pike  
Zoning Map Amendment – CL to CG**

Dear Steve:

On behalf of the property owner, Cornerview LLC, please accept the within letter in support of the application for Zoning Map Amendment to change the zoning classification for the vacant property located at the NE corner of Eastern Boulevard and Leitersburg Pike from **CL (Commercial, Local) to CG (Commercial, General)**.

The subject property consists of +/- 3.65 ac. (TM 38, Parcel 890, Tax ID No. 21-032522) (the "**Property**"). See attached rezoning exhibit.

The Property is currently zoned CL (Commercial, Local) and is bounded by large areas of CR (Commercial, Regional) zoning to the north (Stone House Square Shopping Center) and west (Longmeadow Shopping Center). See attached Current City Zoning Map.

To the south and east, the Property is bounded by residential areas of RMOD ((Residential, Moderate Density) and RH (Residential, High Density), respectively.

In the City's Comprehensive Plan, the Property is assigned the "Commercial General" Future Land-Use classification and identified as a Vacant / Underutilized parcel. See attached maps.

However, the true nature and character of this Property is most vividly illustrated by the attached aerial photographs showing the mature developments and significant, multi-lane roadways which surround it.

Although the Property consists of +/- 3.65 acres, as can be seen by the aerial photographs, it is handicapped by severe topography which effectively limits its useable area to closer to +/- 1.0 acre which can only be increased via expensive grading work.

For over 25 years, the various owners of this Property have sought to have its zoning changed to a classification that recognizes the reality of the surrounding area and the physical constraints of the Property itself.

### ***Zoning History***

1998 - Request to rezone from A (Agricultural) to C2 (Commercial - General) denied.

2001 - Request to rezone from A (Agricultural) to C1 (Commercial - Local) approved but reversed and remanded by the Circuit Court for lack of sufficient findings of fact and conclusions of law by the City Council.

2004 - The City Council, on remand, reached a different conclusion on the matter and "repealed" the previous rezoning and "reinstated" the A (Agricultural) zoning for the Property.

2008 - Comprehensive Plan recommends "Commercial" Future Land-Use Classification.

2009 - Despite staff's recommendation of C4 (Regional Shopping Center) and property owner's request for C2 (Commercial - General), City Council adopts the Comprehensive Rezoning assigning POM (Professional Office - Mixed) zoning classification to the Property.

2018 - Comprehensive Plan recommends "Business Employment" Future Land-Use Classification.

2019 - Comprehensive Plan amended to recommend "'Commercial General" Future Land-Use Classification

2020 - Despite property owner's request for CG (Commercial - General), City Council adopts Comprehensive Rezoning assigning CL (Commercial - Local) zoning to the Property.

### ***Maryland "Change or Mistake" Rule in General***

As explained by the Courts and captured in the City's Land Management Code (Article 4, § A(9)(a)), in Maryland a request to change a property's zoning classification must first be supported by strong evidence of either (i) mistake in the original zoning (or the most recent comprehensive rezoning); or (ii) substantial change in the character of the neighborhood. See, Stratakis v. Beauchamp, 268 Md. 643, 652-653 (1973), which also characterizes "strong evidence" as being sufficient to make the issue "fairly debatable."

A more liberal standard of what constitutes change or mistake is applied in cases such as this one in which the request is to change the subject Property's zoning from one classification to another within the same general land-use category (e.g. residential to another residential or commercial to another commercial) rather than from one land-use

category to another (i.e. residential to commercial or commercial to industrial). *See, Tennison v. Shomette*, 38 Md. App. 1, 6 (1977).

### *Change in the Character of the Neighborhood*

There are essentially three (3) elements to be established in a case contending there has been a substantial change in the character of the neighborhood:

- (a) What area constitutes the “neighborhood” of the subject property;
- (b) The changes that have occurred in that “neighborhood” since the original zoning (or last comprehensive rezoning affecting the property); and
- (c) That the changes resulted in a change to the character of the “neighborhood” that justify reclassification of the property to the requested zoning.

*See, Montgomery v. Board of County Commissioners for Prince George’s County*, 256 Md. 597, 602 (1970).

### *Neighborhood*

What constitutes the “neighborhood” is not to be precisely or rigidly defined but instead is defined differently in each case as the area within the immediate environs of the subject property and depends upon geographic location property, whether it is an urban, rural or semi-rural area and other such relative characteristics. *See, Clayman v. Prince George’s County*, 266 Md. 409, 418 (1972).

In this case, the Property is located within the “neighborhood” bounded by the following, all of which are +/- 1,000 – 1,500’ from the Property with the exception of Eastern Boulevard which is directly adjacent:

- Cortland Drive to the North;
- Oak Hill Avenue to the West
- Eastern Boulevard to the South
- The YMCA Property to the East

Although not always the case, streets, highways or other substantial physical barriers are appropriately recognized as the geographic confines of a “neighborhood” for the purpose of rezoning analysis. *Brown v. Wimpress*, 250 Md. 200, 205 (1968).

### *Changes in the Neighborhood*

When evaluating the effect and sufficiency of changes which have occurred in the neighborhood, (i) they should be considered in the aggregate, not isolation. *See, Bowman Group v. Moser*, 112 Md. App. 694, 700 (1996); and (ii) changes occurring prior to the original zoning (or last comprehensive rezoning) may be considered in conjunction with other changes occurring after said zoning or rezoning. *See, Buckel v. Board of County Commissioners of Frederick County*, 80 Md. App. 305, 311 (1989).

Numerous changes have occurred within the “neighborhood” in which this Property is located, both prior to and following the last comprehensive rezoning affecting the Property in 2020. Those changes include at least the following:

- Drastic intensification of the commercial areas surrounding the Property, including (i) the addition of pad sites within the Longmeadow Shopping Center - Fulton Bank(2002); McDonald’s (2012) and CVS (2012); (ii) development of the Stone House Square Shopping Center (2007); (iii) development of the YMCA (2001); and (iv) re-development of the old Sears store into Sheetz (2024).
- Expansion and improvement of the Eastern Boulevard and Leitersburg Pike intersection and abutting roadways (2008), with Leitersburg Pike, classified as a “Minor Arterial” roadway now having four (4) travel lanes, a bike lane and concrete median; and Eastern Boulevard, also classified as a “Minor Arterial” roadway, now having four (4) travel lanes and a concrete median.

It is indisputable that the cumulative effect of these changes in the “neighborhood” have made the Property suitable for the broader spectrum of commercial uses permitted in the CG (Commercial, General) zoning district the purpose of which is: “To provide locations for businesses of a general nature to serve the community.” Land Management Code, Article 4, § F (1)(b).

Several examples of uses principally permitted in the CG (Commercial, General) zoning district that would be appropriate for the Property, but are not permitted by the Property’s current CL (Commercial, Local) zoning include:

- Ambulatory Health Care Services (not including outpatient substance abuse centers);
- Finance and Insurance Offices;
- Business and Professional Offices;
- Professional, Scientific & Technical Services;
- Veterinary Services;
- Restaurants larger than 3,000 sf.;
- Retail Stores larger than 5,000 sf.; and
- Automotive Repair & Maintenance.

At one point in time the Property may have only be suitable for the more limited uses permitted in the CL (Commercial, Local) district, but that time has passed and rezoning the Property to CG (Commercial, General) is justified and appropriate.

### **Mistake**

For there to be a “mistake” at the time of the original zoning (or last comprehensive rezoning) there must be evidence (i) that there were assumptions or premises relied upon that were invalid or incorrect; or (ii) that existing facts, projects or reasonably foreseeable trends were not taken into account, so that essentially the original zoning (or last comprehensive rezoning) was premised on an error or misapprehension and not just an occasion of bad judgment. *See, Boyce v. Sembly*, 25 Md. App. 43, 50-51 (1975).

When the Property was last comprehensively rezoned in 2020, it was against the wishes of the property owner (then the YMCA) who requested the CG (Commercial, General) zoning classification.

As explained in the letter and supporting exhibits submitted by the property owner's counsel in November 2018, a copy of which is attached hereto, the City's Comprehensive Plan prioritizes the use and development of vacant and underutilized parcels of land such as the Property. See attached excerpts from the Economic Development and Growth Management and Land Use elements of the Comprehensive Plan.

However, in this case, the Property's size, configuration and topography present difficult challenges to its development and utilization, specifically:

- (1) gaining safe points of ingress/egress to Eastern Boulevard and/or Leitersburg Pike, consistent with all design, sight distance and other regulations of the City of Hagerstown, Washington County and the State Highway Administration; and
- (2) creating sufficient useable area to justify the development costs of the Property.

Counsel's letter in November 2018 went on to point out that the Comprehensive Plan identified Leitersburg Pike and Eastern Boulevard / Northern Avenue as areas most suitable for "Commercial General" land-uses and since the Property sits at the intersection of these two roadways "it is logical that the Property should fall under the Commercial General designation for future land-use" and zoning.

These existing facts and reasonably foreseeable trends were not sufficiently taken into account in 2020 when the then property owner's request was disregarded and the Property was zoned CL (Commercial, Local) rather than CG (Commercial, General).

As confirmed by the more than five (5) additional years that have elapsed with still no development activity proposed for the Property, this decision by the City was premised on the misapprehension that the size, configuration and topography of the Property were not material impediments to its development and use and that the more limited uses permitted in the CL (Commercial, Local) zoning district were the most appropriate for the Property.

In reality, given these impediments and the significant cost required to overcome them, the broader spectrum of commercial uses permitted in the CG (Commercial, General) are more suitable to the Property than the more limited uses permitted in the CL (Commercial, Local).

### *Conclusion*

For the foregoing reasons, the requested rezoning of the Property from CL (Commercial, Local) to CG (Commercial, General) is justified on the grounds of either substantial change in the character of the neighborhood or mistake in the last comprehensive rezoning.

Moreover, the requested CG (Commercial, General) zoning is consistent with the City's Comprehensive Plan and with the zoning classifications and uses of the surrounding properties.

The Property has approximately 300' of frontage along Leitersburg Pike and 450' along Eastern Boulevard, both major transportation corridors where commercial development should be located and the relatively recent intersection improvements have the intersection and surrounding road network operating better than at any other time in recent memory.

For these reasons, the Applicant / Property Owner respectfully requests that the requested rezoning from CL (Commercial, Local) to CG (Commercial, General) be approved.

Very truly yours,

**JD LAW CO., INC.**



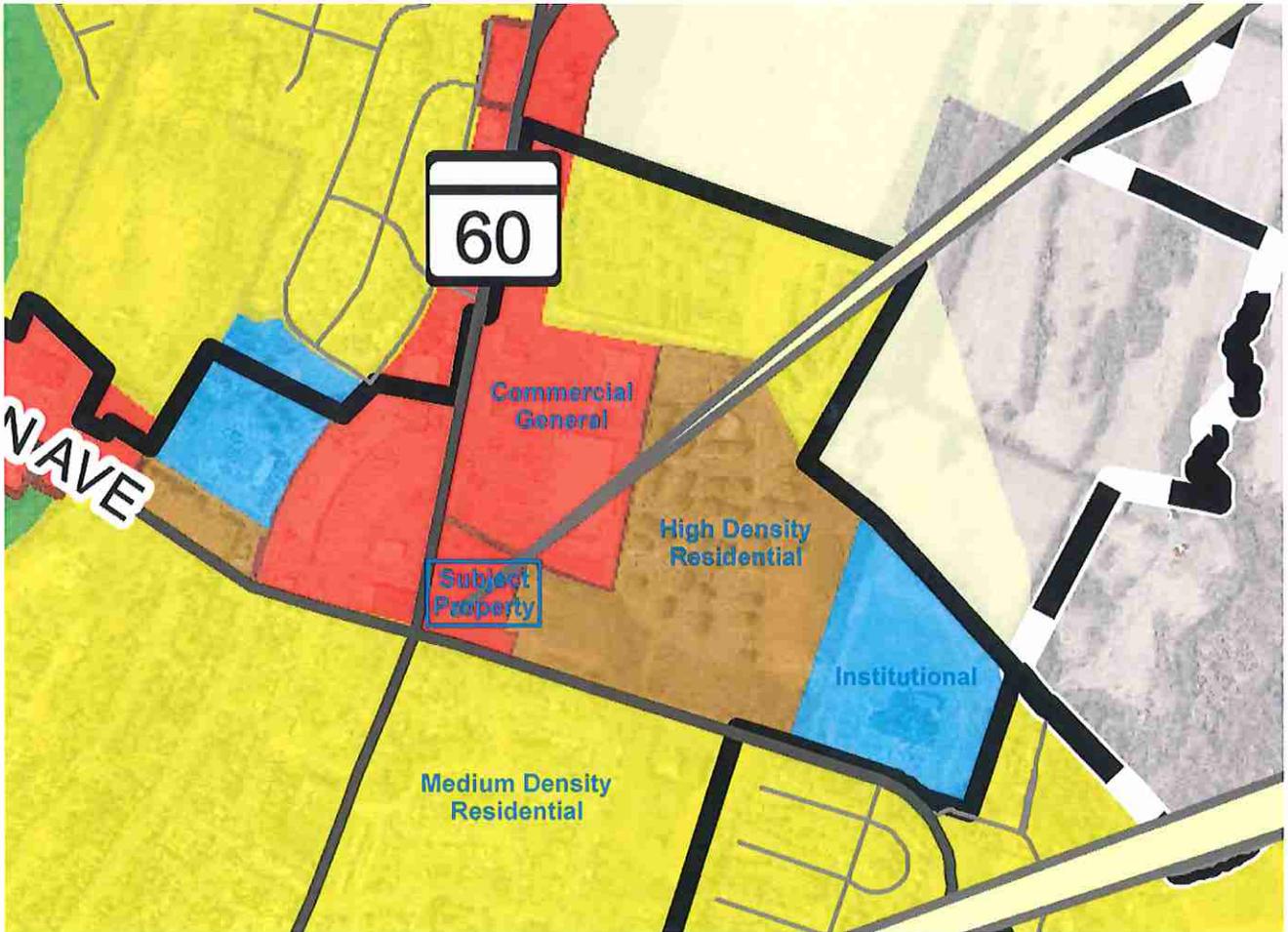
Jason M. Divelbiss  
*Attorney at Law*

Email: [divelbiss@divelbisslaw.com](mailto:divelbiss@divelbisslaw.com)

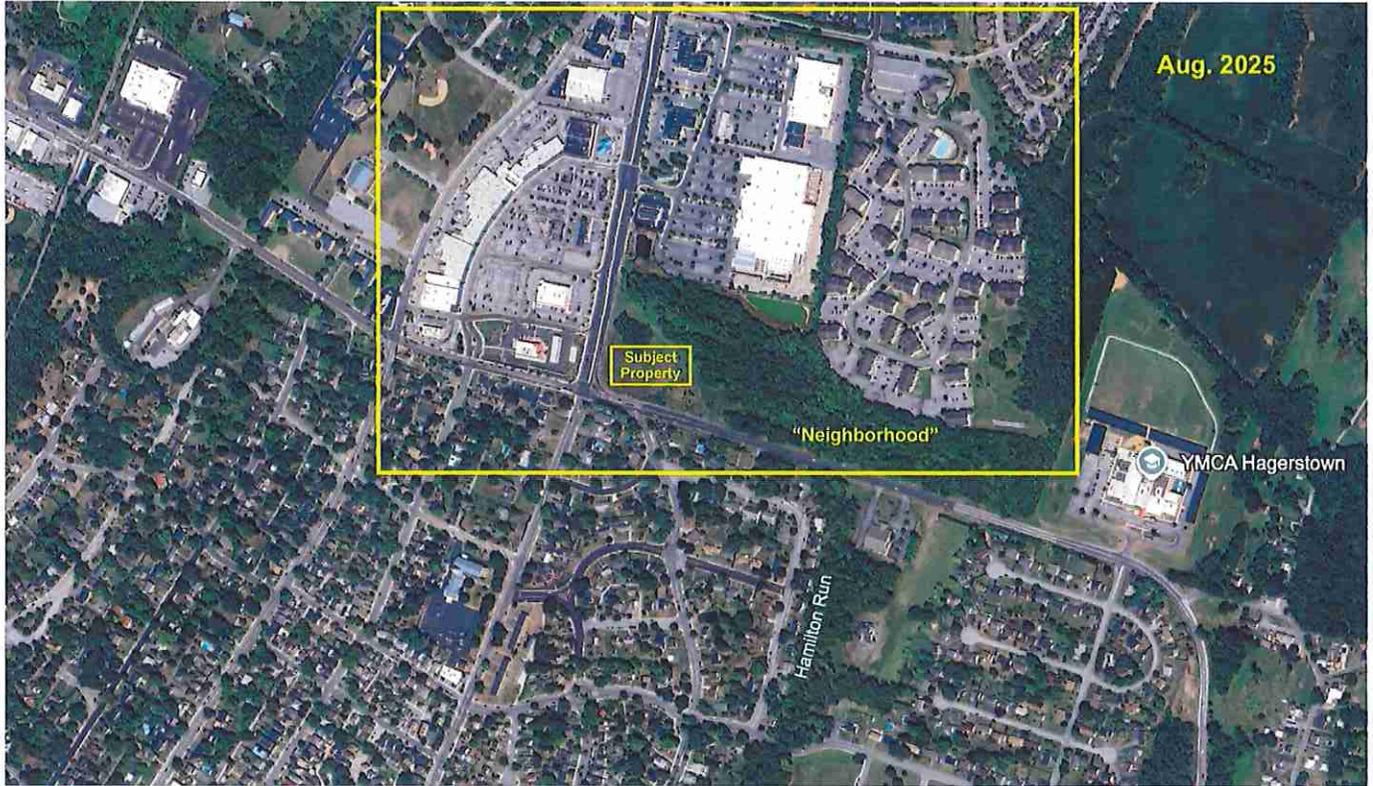




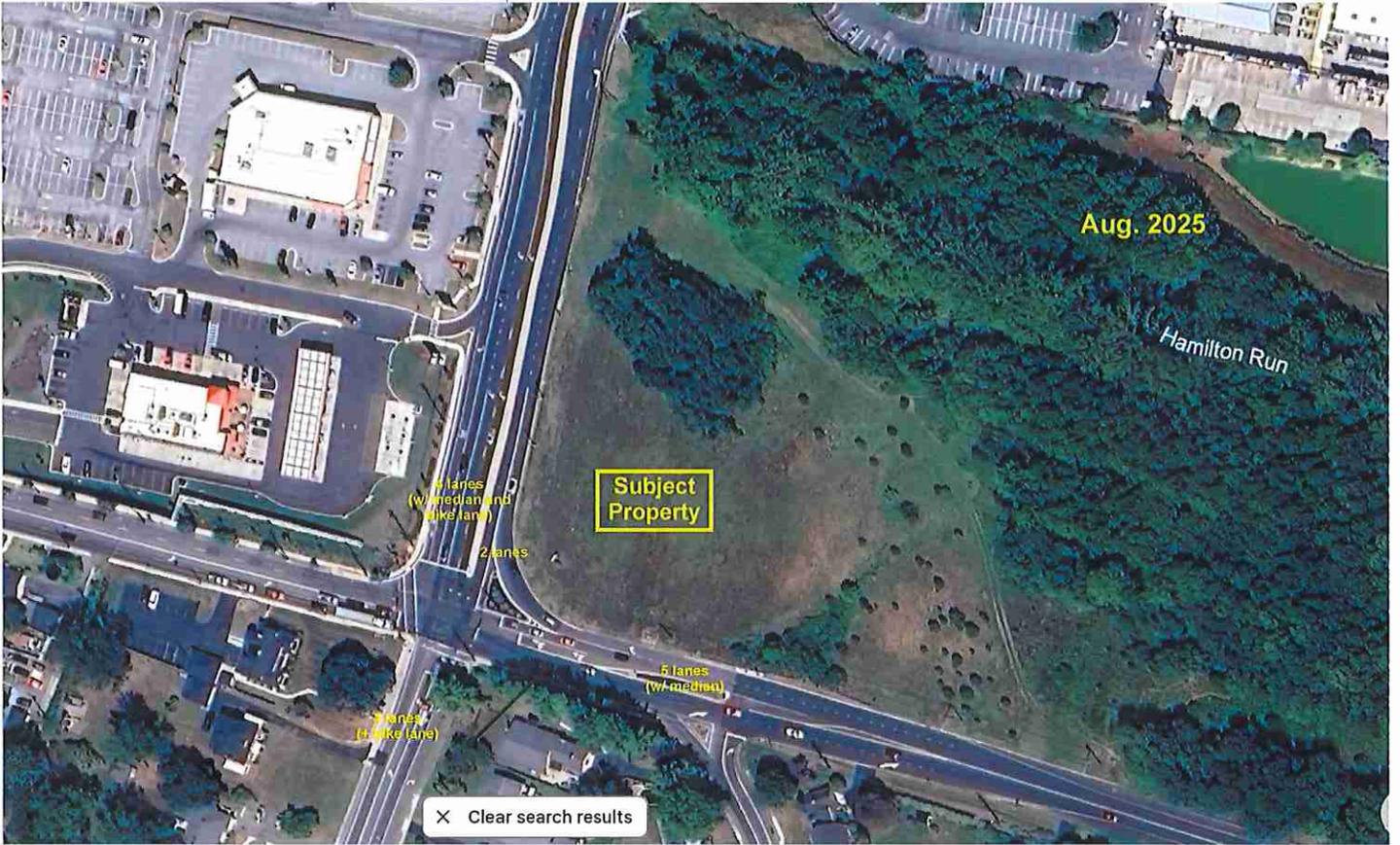




Aerial Photograph (Vicinity w/ Neighborhood)



Aerial Photograph (Property)





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

---

**Topic:**

January 13, 2026 and January 20, 2026

**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:** February 24, 2026

**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 January 13, 2026 and January 20, 2026.

DATE OF PASSAGE: February 24, 2026

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

---

**Topic:**

Cable Franchise Contract Change Order – River Oaks Communications Corporation (Parker, CO) \$ 20,000.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_-\_Consent\_Agenda.pdf

Cable\_Franchise\_Contract\_Change\_Order\_2.10.26.pdf

**Description**

Motion - Consent Agenda

Consent - Cable Franchise Agreement Change Order

## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**Date:** February 24, 2026

**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.”



# CITY OF HAGERSTOWN, MARYLAND

---

**Donna Spickler**

City Clerk

One East Franklin Street • Hagerstown, MD 21740

E-mail: [dspickler@hagerstownmd.org](mailto:dspickler@hagerstownmd.org)

Telephone: 301.766.4183 • TDD: 301.797.6617 • Website: [www.hagerstownmd.org](http://www.hagerstownmd.org)

TO: Mayor and City Council Members  
Scott A. Nicewarner, City Administrator

FROM: Donna K. Spickler, City Clerk ✓

SUBJECT: Change Order to Contract with River Oaks

DATE: February 6, 2026

-----

River Oaks Communications Corporation is in the process of negotiating the cable franchise agreement with Antietam Broadband. A six month contract in the amount of \$ 49,500.00 was approved in April, 2026.

River Oaks is requesting additional funds due to the comprehensive Needs Assessment Report which includes equipment projections over the life of the next franchise.

This is an agenda item for your Work Session on February 10, 2026. If you have any questions, please let me know. Thank you.





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

**REVIEWED AND APPROVED AS FOLLOWS:**

<p><b>(1) Department Director and Division Manager</b></p> <p><u>COMMENTS</u></p> <p style="text-align: center;"><i>Recommend Approval</i></p> <p><i>[Signature]</i> 2/5/26</p> <p style="text-align: center;">_____ Signature / Date</p>	<p>_____ Signature / Date</p>
<p><b>(2) Purchasing Agent</b></p> <p><u>COMMENTS</u></p> <p> </p> <p style="text-align: center;">_____ Signature / Date</p>	<p>_____ Signature / Date</p>
<p><b>(3) Chief Financial Officer</b></p> <p><u>COMMENTS</u></p> <p> </p> <p style="text-align: center;">_____ Signature / Date</p>	<p>_____ Signature / Date</p>
<p><b>(4) City Administrator</b></p> <p><u>COMMENTS</u></p> <p> </p> <p style="text-align: center;">_____ Signature / Date</p>	<p>_____ Signature / Date</p>



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

**REVIEWED AND APPROVED AS FOLLOWS:**

**(1) Department Director and Division Manager**

COMMENTS River Oaks and CBG Communications, Inc. has negotiated three contracts with Antietam Cable and one with Comcast. CBG will work as a subcontractor with River Oaks on this project.

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

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

**(2) Purchasing Agent**

COMMENTS

*Approve*

*Tyler Freier 4/15/25*

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

**(3) Chief Financial Officer**

COMMENTS

*Approve - this will cross fiscal years. Adequate funding has been identified if needed in FY25. It is anticipated that funding overall will be included in FY26 Proposed budget.*

*Michelle Hepler 4/15/25*

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

**(4) City Administrator**

COMMENTS

*Approve*

*Michelle Hepler 4/16/25*

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

# River Oaks Communications Corporation

## Denver Office:

10940 S Parker Road, Suite #766  
Parker, Colorado 80134  
Telephone: (303) 947-6133  
E-Mail: [bduchen@rivoaks.com](mailto:bduchen@rivoaks.com)

## Colorado Springs Office:

710 Count Pourtales Drive  
Colorado Springs, Colorado 80906  
Telephone: (719) 339-4604  
E-Mail: [tduchen@rivoaks.com](mailto:tduchen@rivoaks.com)

April 11, 2025

Scott Nicewarner  
City Administrator  
City of Hagerstown  
1 East Franklin Street  
Hagerstown, MD 21740

Dear Scott:

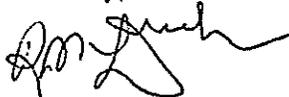
We are writing regarding the interest of the City of Hagerstown ("City") in entering into an agreement with River Oaks Communications Corporation ("River Oaks") to work on the City's behalf regarding the cable franchise renewal with Antietam Cable Television, Inc. ("Antietam"). A Scope of Work is attached to this letter agreement.

River Oaks shall invoice the City on a monthly basis for services as outlined in the Scope of Work. Payment shall be remitted by the City to River Oaks within thirty (30) days after receipt of River Oaks' invoice(s). CBG Communications, Inc. ("CBG") will work as a subcontractor with River Oaks on this project.

River Oaks is an independent contractor hereunder. This letter agreement sets forth the entire agreement between the parties concerning the subject matter hereof.

If all of the foregoing is acceptable, please sign below and return a copy of this letter agreement to us. River Oaks is pleased to be working again with the City.

Sincerely,



Robert M. Duchon  
Vice President

Accepted and agreed to this 10<sup>th</sup> day of June, 2025.

City of Hagerstown

By:

  
Scott Nicewarner - City Administrator

---

## SCOPE OF WORK

- A. Review the existing Cable Television Franchise Agreement dated November 11, 2014 ("Franchise Agreement") between the City and Antietam.
  - B. Review and verify for accuracy the DFOI I-Net Connections listed in Exhibit C to the Franchise Agreement.
  - C. Review and verify for accuracy the WAN/Cable Modem System Connections listed in Exhibit C to the Franchise Agreement.
  - D. Review and verify for accuracy the Complimentary Cable Drop/Services Locations listed in Exhibit D to the Franchise Agreement.
  - E. Review the City Code for cable television provisions.
  - F. Address the cable franchise renewal letter (Section 626 Letter), if any, from Antietam required under the Federal Cable Acts.
  - G. Review the Cable Television Franchise Agreement between the City and Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC dated November 22, 2022 for comparative purposes.
  - H. Conduct negotiations with Antietam under the Informal Franchise Renewal Process of the Federal Cable Acts.
  - I. Analyze utilization of the current I-Net by DFOI Users and determine if additional locations and connectivity are needed.
  - J. Update, as necessary, all of the Exhibits to the existing Franchise Agreement with Antietam.
  - K. Hold one (1) Town Hall meeting so that interested stakeholders (residents, businesses, K-12 schools, Hagerstown Community College, Access producers and others) can voice their opinions regarding Antietam's services.
  - L. Ascertain the City's Educational and Governmental Access needs (channel capacity, equipment, studio, EG Fees, etc.) for the new Cable Franchise.
  - M. Participate in franchise negotiations meetings/phone calls with the City and Antietam.
  - N. Prepare the new Antietam Cable Television Franchise Agreement for City Council consideration and approval.
  - O. Incorporate City Council input and finalize the new Franchise Agreement.
  - P. Provide other consulting services as requested by the City.
-

### **Fees and Expenses**

The projected cost for this off-site work for River Oaks is \$24,050 (74 hours) plus expenses. The projected cost for off-site work (plus one on-site visit) for CBG Communications is \$24,750 (150 hours). Expenses are projected to be \$1,150. The total projected cost for this project is \$49,950, including 1 trip to the City for the EG access visit and Town Hall meeting. It is anticipated that our work on this project will take six (6) months to complete and is subject to the cooperation and responsiveness of Antietam. If the project lasts longer than six (6) months, any supplemental hours would be subject to the mutual written agreement of the parties.

The Scope of Work does not cover the formal franchise renewal process, a technical review of the cable system, a franchise fee audit, a subscriber survey, focus groups or other components that could be included in cable franchise renewals.

It shall be the City's decision whether or not to enter into a new Cable Franchise Agreement with Antietam.

### **Reimbursable Direct Costs**

- Outside Clerical
- Travel (upon request)

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

---

**Topic:**

Open Container Exemptions for 2026

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

**Description**

2026\_Open\_Container\_Exemption\_for\_2026\_Downtown\_Events\_(003).pdf

2026 Open  
Container  
Exemptions



# CITY OF HAGERSTOWN, MARYLAND

---

Office of Community Engagement  
1 E Franklin Street, Suite 210A, Hagerstown, MD 21740

TO: Scott Nicewarner

FROM: Brittany Arizmendi, Community Engagement Officer

DATE: February 10, 2026

SUBJECT: Open Container Exemption for 2026 Downtown Events

---

Staff is requesting Mayor and Council approval for exemption to the Open Container Act for multiple downtown events where alcohol is being requested.

## **Action Requested**

Staff seeks approval of the following exemptions at the February 24, 2026, Regular Session:

### **Downtown Hagerstown Main Street/A&E District Events**

#### **Hagerfest Music & Art Festival (University Plaza)**

- Saturday, May 2, 2026

#### **MDWK Music & Market (University Plaza)**

- Wednesday, July 15, 2026
- Wednesday, July 22, 2026
- Wednesday, July 29, 2026
- Wednesday, August 5, 2026
- Wednesday, August 12, 2026
- Wednesday, August 19, 2026

#### **Battle of the Burgers (Unit Block of South Potomac Street)**

- Saturday, September 12, 2026

#### **Main Street Maryland Conference (University Plaza)**

- Monday, October 5, Tuesday, October 6 & Wednesday, October 7

## **Outside Organizations**

### **\*NEW\* One Love Festival (University Plaza)**

- Saturday, April 24, 2026

### **Porchfest (Prospect Street)**

- Saturday, May 16, 2026

### **\*NEW\* Battle of the Cheesesteaks (Central Parking Lot)**

- Saturday, May 16, 2026

### **McIlhenny Chili Cookoff (University Plaza)**

- Sunday, May 17, 2026

### **Wine & Latin Festival (University Plaza)**

- Saturday, May 23 and Sunday, May 24, 2026

### **Caribbean Carnival (Unit Block of S. Potomac Street)**

- Saturday, July 4, 2026 or Sunday, July 5, 2026

### **Christkindl Markt (University Plaza)**

- Friday, December 11 & Saturday, December 12, 2026

Application/permits will be submitted for Mayor's signature at least one month in advance of the event.

Per the City of Hagerstown's Open Container Law, the Mayor and City Council may permit the possession of alcoholic beverages in open containers on the streets, lanes, alleys, sidewalks, parking lots or public ways of the City during special events upon application or upon its own initiative.

If approved by the Mayor and City Council, the applicants will go to the Liquor Board for review and final approval. They will be requesting One Day Event Licenses, which allow a non-profit, society, corporation, organization, or association to serve and sell alcoholic beverages at a non-licensed establishment, with fencing surrounding the area, if outside.

The City's Logistics Committee (representatives from Community Engagement, Public Works, Engineering/Parks & Recreation, Police, Fire, Utilities, and HR/Liability) review all facets of these events to ensure compliance, safety, and to create conditions for optimal event outcome. All applicants will provide the City with a Certificate of Insurance naming the City of Hagerstown as additional insured on a \$2 million policy.

# SAMPLE

## APPLICATION/PERMIT

The undersigned does hereby make application to the City of Hagerstown, Maryland, to utilize the property/facilities of the City more particularly described as follows:

University Plaza(see Attachment A)

on the following dates:

April 26, May 24, June 21, June 27, and September 27, 2024

The term applicant is defined as any person, firm, corporation or legal entity of whatsoever nature or kind on whose behalf this application is being made and permit granted.

The applicant acknowledges that the premises shall be used solely for the purpose of:

Hub City Brewery will be holding the liquor license during the Decades Music series taking place in University Plaza on Friday, April 26, May 24, June 21, July 26, and September 27, from 6:00 pm to 8:00 pm. Hub City Brewing LLC will be the sole provider and server of alcohol sales and will only be selling to those who are of legal drinking age.

The signatory to this application certifies that he/she has the authority to make this application and execute this agreement on behalf of:

Applicant Name: Hub City Brewery  
Applicant Address: 25 W Church Street, Hagerstown, MD 21740

and to bind said person, firm or legal entity to the terms hereof. The signatory hereto represents and agrees that in the event that he/she does not have such authority, then and in said event, the signatory hereto is solely responsible and bound by all of the terms and conditions of this application, permit and agreement.

The undersigned signatory, on behalf of the applicant, agrees that he/she/it shall:

1. Abide by all rules applicable to the facility utilized and/or any promulgated by the City and contained in this application (See Attachment B).  
Abide by all Statues, Acts, Ordinances, and Regulations applicable to the use of the area.
2. The applicant does hereby agree that if necessary he/she/it shall be responsible for and
3. obtain all necessary permits, licenses, or any other matters required in connection with the function and/or use of the premises and does hereby agree to hold the City, its servants, agents and employees harmless from any suits, demands, claims, expenses or fines that may arise directly or indirectly from such use of the premises.  
The applicant does hereby agree that it shall be responsible for the costs of all City services incurred in connection with the event.  
The applicant agrees that he/she/it shall furnish and does furnish upon the execution of
4. this application and agreement certificates of insurance with coverage adequate within the absolute discretion of the City. The applicant further agrees that the City shall be placed upon any liability policy or any other policies of whatsoever nature or kind applicable to the
5. function as an additional insured. The applicant agrees to hold harmless and indemnify the City, its agents, servants, representatives, officials and employees from any and all

claims, expenses, suits, demands, losses or costs of whatsoever nature or kind arising directly or indirectly from the use of the premises described. The Applicant shall abide by all rules applicable to the facility utilized and/or promulgated by the City and contained in this application. (see Attachment B)

6. The applicant further agrees that the premises shall be vacated by the applicant in the same condition as when occupied and if any damage has been done by the applicant or attendees of any function, the applicant shall be responsible for and reimburse the City for repairs, cleaning, and any other expenses incurred as a result thereof.

7. It is understood by the applicant that this permit is subject to all of the terms, obligations, conditions and reservations set forth in this agreement and any attachments which are incorporated by reference. In the event there are any conflicts between this document and any attachments the terms set forth herein shall govern and prevail.

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

Name of Applicant: David Blackmon

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

Address: 25 W Church Street  
Hagerstown, MD 21740

Telephone: 301-401-1273

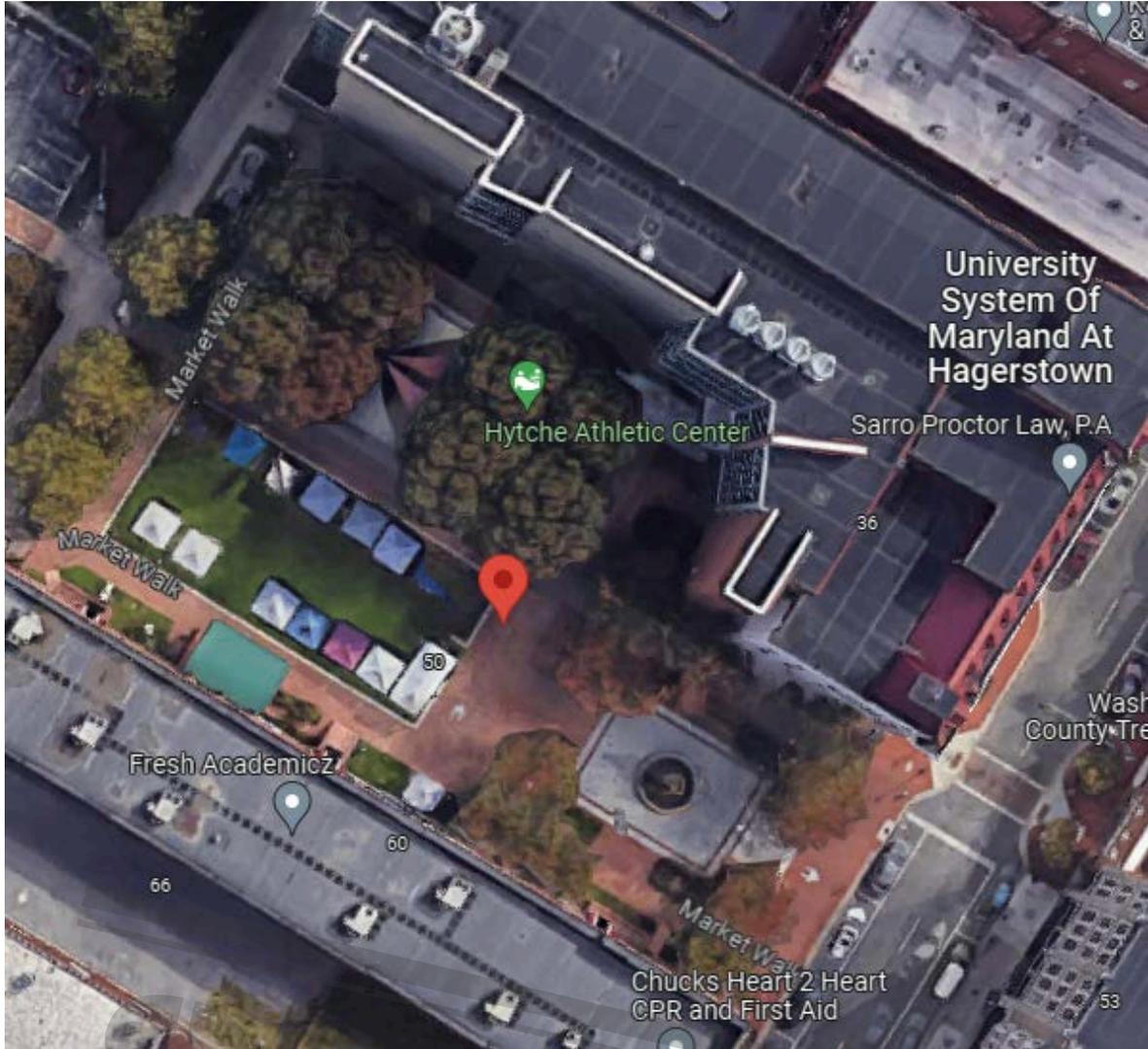
### ACCEPTANCE

The foregoing application for permit is hereby accepted and granted by the City of Hagerstown, Maryland, by its duly authorized and designated representative. This permit is being granted upon all of the terms and conditions set forth above which are incorporated herein by reference. A violation of any of the conditions set forth above may result in an immediate revocation of said permit.

**CITY OF HAGERSTOWN, MARYLAND**

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

ATTACHMENT A



**SAMPLE**

## ATTACHMENT B

It is understood by the applicant that this permit is subject to the terms and conditions below.

1. University Plaza is leased for no cost to the City of Hagerstown on Friday, April 26, May 24, June 21, July 26, and September 27, 2024 from 1:00 pm to 9:00 pm for set-up, event, and clean-up.  
Hub City Brewery is licensed to serve alcohol in University Plaza can serve alcoholic beverages
2. and will limit this activity to individuals who are legally able to drink alcohol, have the event beverage cup, and are in University Plaza.  
Hub City Brewery will sign this permit and Hold Harmless Agreement, as well as provide insurance on a two million dollar (\$2,000,000) insurance policy.
- 3.

**CITY OF HAGERSTOWN  
HOLD HARMLESS AGREEMENT**

Lessee/User: Hub City Brewery  
Event/Use: DECADES Music Series  
Location: University Plaza - 50 W Washington Street  
Date(s) of Use: Friday, April 26, May 24, June 21, July 26, and September 27, 2024  
from 6:00 pm to 8:00 pm,

The Lessee/User agrees that it shall indemnify the City of Hagerstown and hold harmless the City of Hagerstown against any and all fines, suits, claims, demands, expenses, actions, losses, alleged losses, or liabilities of whatsoever nature or kind incurred either directly or indirectly either in law or equity, paid, suffered or incurred as a result of the acts, activities, or omissions of the Lessee/User, its agents, servants, or employees, due to the operation and use of the premises. It is further agreed that the Lessee/User shall in addition to holding the City of Hagerstown harmless from any and all liabilities or damage or injury to both persons and property, occurring as a result of the use of said premises, shall defend The City of Hagerstown at Lessee's/User's expense against any and all claims, suits, demands, of whatsoever nature or kind.

Witness: \_\_\_\_\_

Hub City Brewery  
Lessee/User

Witness: \_\_\_\_\_

By (Signature and Title)

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

25 W Church Street  
Address Hagerstown,  
MD 21740 City, State,  
Zip \_\_\_\_\_

301-401-1273  
Phone

Return to:  
Brittany Arizmendi  
Community Engagement Officer  
City of Hagerstown  
301-739-8577 Ext 344  
240-500-4582 (cell)  
301-766-4258  
barizmendi@hagerstownmd.org

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

---

**Topic:**

250th Badges – Maryland Police Supply (Essex, MD) \$ 12,458.25

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

CONSENT\_FORM.pdf  
QUOTE\_-\_MPS.pdf  
QUOTE\_-\_BLACKINTON.pdf  
SAMPLES.pdf

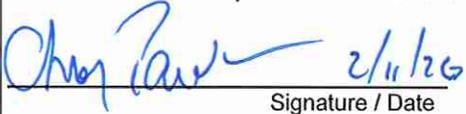
**Description**

Consent Form  
Quote - MPS  
Quote - Blackinton  
Badge Samples



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.
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	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

**REVIEWED AND APPROVED AS FOLLOWS:**

<p><b>(1) Department Director and Division Manager</b></p> <p><u>COMMENTS</u> This purchase is being made with savings found in our current general fund budget to commemorate the 250th anniversary of our nation. All HPD staff, sworn and civilian will receive a personalized badge . This purchase meets the city purchasing process.</p> <p> 2/11/26 Signature / Date</p> <p>_____ Signature / Date</p>
<p><b>(2) Purchasing Agent</b></p> <p><u>COMMENTS</u></p> <p>_____ Signature / Date</p>
<p><b>(3) Chief Financial Officer</b></p> <p><u>COMMENTS</u></p> <p>_____ Signature / Date</p>
<p><b>(4) City Administrator</b></p> <p><u>COMMENTS</u></p> <p>_____ Signature / Date</p>

## Carroll, Kristy

---

**From:** Tina Salisbury <tina@mdpolicessupply.net>  
**Sent:** Tuesday, February 10, 2026 9:23 AM  
**To:** Carroll, Kristy  
**Subject:** RE: Work Order 1405 from MD Police Supply, LLC

Is an email like this ok to say

I will hold that price till October 1, 2026.

Or did you want me to note it on the quote and resend?

We moved 12/1/2024:  
NEW ADDRESS  
1520 Old Eastern Ave.  
Essex, MD 21221

Katina Salisbury  
MD Police Supply, LLC  
President  
410-686-4297

We are a Maryland & Baltimore City Certified Small Business.  
We are also Certified MBE Business 15-376

-----Original Message-----

**From:** Carroll, Kristy <kcarroll@hagerstownpd.org>  
**Sent:** Monday, February 9, 2026 1:04 PM  
**To:** Tina Salisbury <tina@mdpolicessupply.net>  
**Subject:** RE: Work Order 1405 from MD Police Supply, LLC

Hi Tina. I'm getting things ready for M & C approval on the 250th badges. I got your quote which is good until October, correct? I also got a Blackinton quote which is much higher than yours, however I need another quote. I don't have a third so I'm just going with "no other bidders".

I have an excel spreadsheet ready, except for confirming 2 names but can get that to you this week. Can you just confirm the October date so I can note that on my paperwork to M & C?

Thanks.

Kristy E. Carroll  
Executive Administrative Coordinator  
Hagerstown Police Department  
50 N. Burhans Boulevard  
Hagerstown, Maryland 21740  
kcarroll@hagerstownpd.org  
301.791.2371

# QUOTE

Work Order #1405

Ordered: 12/10/2025

Associate:

Page 1

## MD Police Supply, LLC

1520 Old Eastern Ave.  
Essex, MD 21221  
410-686-4297



GERSTOWN POLICE DEPARTMENT  
GERSTOWN POLICE DEPARTMENT  
N. BURHANS BLVD.  
GERSTOWN, MD 21740

S: FOR OVER 100 PIECES THERE IS AN ADDITIONAL 10% DISCOUNT.

PRICE WOULD BE THE \$110.14  
Open

Item Description	Attribute	Size	Qty	Price	Ext Price
RT(FLAG S B3320 PRINTED FLAG WITH SILVER PANELS SHIPPING			125	\$110.14	\$13,767.50
			1	\$75.00	\$75.00
Total Qty Ordered: 126			0	126	

l: 100

Subtotal: \$13,842  
 10 % Disc: - \$1,384  
 Exempt 0 % Tax: + \$0  
**TOTAL: \$12,458.**  
 Deposit Balance: \$0.  
 Balance Due: \$12,458

Thank you for your patronage!





PRICE QUOTE

Date: 1/6/2026

221 John L. Dietsch Blvd.
P. O. Box 1300
Attleboro Falls, MA 02763-0300
Phone: 800 699-4436
Fax: 800 695-5349

Account: Hagerstown MD Police
Account Number: Z MD
Organization: Hagerstown MD Police
User Code: HAGERMDPD
Bid # (if applicable):

Attention: Kristy Carroll

Per your request, I am pleased to offer the following:

Table with 7 columns: MIN QTY, STYLE, FINISH, DESCRIPTION, QUOTE, PLUS TAX, TOTAL. Includes rows for American Flag and Shipping Charge, and a summary row for Flat Shipping Fee.

Above Prices Include Shipping Charges

There has been no sales tax applied to this quote.

Please be sure to include a copy of this letter or reference the User Code at the top of this letter on your orders to insure you will be invoiced correctly.

The quantity listed is a mandatory minimum to receive the special pricing provided. Should the quantity need to be lowered, pricing will need to be reevaluated.

This quote expires: 3/31/2026

This quote is intended for the primary recipient only; it may not be assigned to a 3rd party. Thank you for your request. If I can be of any further assistance to you, please don't hesitate to call.

Best regards,

V.H. BLACKINTON & CO., INC.
Jeff Orlando
Business Development Manager
(800) 699-4436 / Ext #: 124
jorlando@blackinton.com

Doc #: \_\_\_\_\_





**BAYVILLE POLICE**

**POLICE OFFICER**



**AMERICA'S 250TH**

**1776-2026**

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

---

**Topic:**

Flock Safety Platform Renewal – Flock Group, Inc. (Atlanta, GA) \$ 15,000.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

20260203141852115.pdf

QUOTE.pdf

Flock\_Safety\_-\_Sole\_Source\_Letter.pdf

**Description**

CONSENT FORM

QUOTE

SOLE SOURCE LETTER

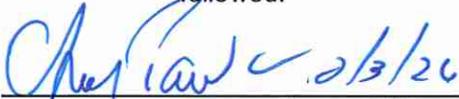


PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
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	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 renewal of a platform of our existing LPR equipment, giving us the ability to better capture data from passing vehicles for investigations. This is a CIP budget purchase an all purchasing rules were followed.

  
 Signature / Date

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

**(2) Purchasing Agent**

COMMENTS

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

**(3) Chief Financial Officer**

COMMENTS

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

**(4) City Administrator**

COMMENTS

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

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-84338  
Invoice Date: 1/10/2026  
Due Date: 2/9/2026  
Payment Terms: Net 30  
PO#:  
W-9 Form [\[Download\]](#)  
Certificates of Insurance [\[Download\]](#)

Bill To: MD - Hagerstown PD  
Hagerstown, Maryland, 21740

Ship To: MD - Hagerstown PD  
50 N Burhans Blvd  
Hagerstown, Maryland 21740

Billing Company Name: MD - Hagerstown PD  
Billing Contact Name: Kristy Carroll  
Billing Email Address: [kcarroll@hagerstownpd.org](mailto:kcarroll@hagerstownpd.org)

Payment Terms: Net 30  
Contracted Billing Structure: Annual

Notes: Renewal - MD - Hagerstown PD (Phase 2) - 2026: Year 1 of 24 Month Term, 2026 - 2027

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Platform - Essentials	1	\$0.00	\$0.00	\$0.00
Flock Safety LPR Video Integration, fka Wing LPR	6	\$1,500.00	\$0.00	\$9,000.00
Flock Safety LPR, fka Falcon	2	\$3,000.00	\$0.00	\$6,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.  
Link to Location of Services:

Subtotal: \$15,000.00  
Sales Tax: \$0.00  
Credit: \$0.00  
Payments: \$0.00



## **Sole Source Letter for Flock Safety® ALPR Cameras and Solution**

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

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

1. Vehicle Fingerprint Technology®:
  - Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
  - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
  - Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
  - Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
  - Flock Safety Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Flock Safety Falcon Flex™ ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge
  
2. Integrated Cloud-Software & Hardware Platform:
  - Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
  - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
  - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
  - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection

# flock safety

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

# flock safety

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

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

## 7. Partnerships:

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

## 8. Warranty & Service:

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

Thank you,



Garrett Langley CEO, Flock Safety®

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

---

**Topic:**

Monthly Red Light Camera Charges – American Traffic Solutions (Mesa, AZ) \$ 210,000.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

20260206130242441.pdf

Verra\_Mobility\_-\_Red\_Light\_Camera\_Contract.pdf

**Description**

CONSENT FORM

AGREEMENT

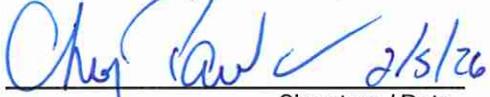


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**REVIEWED AND APPROVED AS FOLLOWS:**

**(1) Department Director and Division Manager**

COMMENTS This purchase is to continue with the contract on our red light cameras. We have reviewed the contract and the effectiveness of the cameras and decided to continue with the renewal. This is a planned general fund purchase from our budget.

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

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

**(2) Purchasing Agent**

COMMENTS

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

**(3) Chief Financial Officer**

COMMENTS

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

**(4) City Administrator**

COMMENTS

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

**CITY OF HAGERSTOWN, MARYLAND**

**A RESOLUTION TO APPROVE  
THE EXECUTION AND DELIVERY  
OF AMENDMENT #2 TO AGREEMENT WITH  
AMERICAN TRAFFIC SOLUTIONS, INC.  
d/b/a VERRA MOBILITY  
FOR THE PURPOSES OF  
PROVIDING A DIGITAL RED LIGHT CAMERA SYSTEM  
AND RELATED OFFICE SERVICES**

**RECITALS**

**WHEREAS**, Maryland Transportation Code Ann. §21-202.1 (“the Code”) authorizes the use of traffic control signal monitoring systems (“Red Light Camera Systems”); and

**WHEREAS**, the Mayor and City Council of the City of Hagerstown, hereinafter referred to as “the City,” believe it is in the best interest for the safety of its citizens that a Red Light Camera System be implemented within the City of Hagerstown, in accordance with the Code;

**WHEREAS**, American Traffic Solutions, Inc. (“ATS”), a corporation organized and existing under the laws of the State of Kansas, installs, operates, and provides technical and other support services for Red Light Camera Systems in the State of Maryland;

**WHEREAS**, Howard County, Maryland (“Howard County”) entered into a written agreement with ATS on or about February 8, 2024 for the provision of a Red Light Camera System in Howard County (the “Howard County Agreement”), after a competitive bid process;

**WHEREAS**, Howard County can provide assistance with installation, approval of locations, training, technical and other support relating to Red Light Camera System in the City through the City’s membership and participation in the Regional Automated Enforcement Center (“RAEC”);

**WHEREAS**, the City entered into agreements with both ATS (“the ATS Agreement”) and Howard County which provide for the benefits of Howard County Agreement, as well as Howard County’s assistance with installation, approval of locations, training, technical and other support relating to Red Light Camera System in the City, and the City’s use of the RAEC;

**WHEREAS**, the ATS Agreement expired on December 31, 2024, unless extended by the parties;

**WHEREAS**, the City and ATS have previously entered into Amendment #1 to the ATS Agreement for the period ending December 31, 2025, and now wish to extend the terms of the ATS Agreement until December 31, 2026; and

**WHEREAS**, attached hereto and incorporated herein is Amendment #2 to Agreement between the City and ATS to secure ATS's assistance with installation, approval of locations, training, technical and other support relating to Red Light Camera System in the City. The First Amendment is effective for a one-year period beginning on January 1, 2026 and ending on December 31, 2026, subject to rights of termination by either party as set forth in Howard County Agreement.

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

1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the City of Hagerstown be and is hereby authorized to execute the Amendment #2 to Agreement between the City and ATS, a copy of which is attached hereto, and to execute such other and further documents as are necessary to effectuate the same.

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

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

Donna K. Spickler  
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE CITY  
OF HAGERSTOWN, MARYLAND

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

Date of Introduction: January 20, 2026  
Date of Passage: January 20, 2026  
Effective Date: January 20, 2026

PREPARED BY:  
SALVATORE & MORTON, LLC  
CITY ATTORNEYS

**AMENDMENT #2**  
**AGREEMENT BETWEEN CITY OF**  
**HAGERSTOWN, MARYLAND**  
**AND AMERICAN TRAFFIC SOLUTIONS, INC.**  
**d/b/a VERRA MOBILITY**

This Second Amendment ("Amendment") is effective as of the date of final execution hereof and entered into between the City of Hagerstown, Maryland a municipal corporation of the State of Maryland ("Municipality") and American Traffic Solutions, Inc., doing business as Verra Mobility, a Kansas corporation (herein "Verra Mobility").

WHEREAS, Verra Mobility entered into an agreement with Howard County, Maryland as of February 8, 2024 (hereinafter the "Howard County Agreement"); and

WHEREAS Howard County has renewed the Howard County Agreement for an additional year to December 31, 2026; and

WHEREAS the City of Hagerstown and Verra Mobility entered into an Agreement on March 28, 2024, subject to the terms of the Howard County Agreement.;

WHEREAS the City of Hagerstown and Verra Mobility entered into an Amendment#1 on December 17, 2024, subject to the terms of the Howard County Agreement.;

WHEREAS, the City of Hagerstown and Verra Mobility wish to modify and amend certain terms and conditions of their Agreement; and

WHEREAS, Section 3.2 of the Howard County Agreement allows six (6) one-year renewal options; and

NOW, THEREFORE, in consideration of the mutual covenants, warranties, representations, and conditions contained in the Agreement, the parties hereto agree as follows:

1. This Agreement exercises the second one-year renewal option for a period beginning January 1, 2026, and ending December 31, 2026.
2. Except as expressly amended or modified by the terms of this Amendment, and the Agreements and Amendments referenced above, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement and Amendments, the terms of this Amendment shall prevail and control.
3. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all rights and authority to bind and commit that party to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, authorized representatives of the parties have set forth their signatures below, intending to be legally bound.

AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF HAGERSTOWN

By: \_\_\_\_\_  
Jon Baldwin Date  
EVP, Government Solutions

By: William B McIntire  
William B. McIntire, Mayor Date 1/20/2026

R-01-26

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

---

**Topic:**

City Park Fall Fest - Non-Alcoholic Beer Garden

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Non-  
Alcoholic\_Beer\_Garden\_Request\_Fall\_Fest\_2026\_Council\_Packet.doc

**Description**

Fall Fest Beer Garden



# CITY OF HAGERSTOWN, MARYLAND

Public Works Department  
Parks & Recreation Division  
[www.hagerstownmd.org/parksandrec](http://www.hagerstownmd.org/parksandrec)



February 11, 2026

TO: Scott Nicewarner, City Administrator

FROM: Amy Riley, Recreation Supervisor

SUBJECT: City Park Fall Fest  
Non-Alcoholic Beer Garden Request for 2026

In 2021, we celebrated the 100<sup>th</sup> Anniversary of City Park Lake with fireworks on the lake. The show was so spectacular that City staff decided to continue fireworks on the lake each year with our annual Fall Fest event in September.

The main activities of City Park Fall Fest occur from 11am – 4pm to coincide with the operating hours of our City Park museums. After 4pm, we continue activities near the lake with music, kids’ activities, food and craft vendors until the fireworks launch at 7:45pm. Although activities continue, event attendance is low between 4-7pm. Recreation staff has an idea to bridge the gap.

We are considering new programming at the Hager House during Fall Fest. Instead of focusing on 18<sup>th</sup> century living history, the Hager House is looking to highlight and celebrate German history and culture. One idea is to build on the concept of Oktoberfest/Augustoberfest and bring more German culture, food and drink, and music to the Hager House. A potential title for this program is Herbstfest, which literally translates to “fall festival” from German. “Herbstfest at the Hager House” as part of the overall City Park Fall Fest activities.

This presents the opportunity to book German bands on the porch, offer German/Bavarian dancing demonstrations, and provide a family-friendly “Beer Garden” experience in our alcohol-free City Park.

I am seeking Council approval to provide a family-friendly non-alcoholic (NA) beer garden in 2026. We would partner with a local brewer or business to serve non-alcoholic beer or mocktails, along with other non-alcoholic refreshments (soda, water, etc).

Non-alcoholic (NA) beer gardens are surging in popularity at events, offering a vibrant, inclusive atmosphere with alcohol-free craft beverages. Festivals and public events are incorporating NA beer gardens to cater to younger generations.

Cc: Eric Deike, Director of Public Works  
Mark Haddock, Parks & Recreation Manager

**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**  
25 East Franklin St.  
Hagerstown, MD 21740  
Ext. 479

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

---

**Topic:**

Water: R.C. Willson WTP Camera System Upgrade – Glessner Technologies (Hagerstown, MD) \$19,633.15

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

CONSENT\_RCW\_WTP\_CAMERA\_UPGRADE\_02242026.pdf

RC\_Willson\_Ubiquiti\_Camera\_System.pdf

**Description**

CONSENT GLESSNER  
CAMERA RCW WTP

QUOTE GLESSNER  
CAMERAS RCW WTP



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

**REVIEWED AND APPROVED AS FOLLOWS:**

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



**Glessner Technologies**

Phone: (301) 797-1280  
 Fax: (301) 416-7174  
 1216 Sherman Ave  
 Hagerstown, MD 21740

**Quote**

No.: **28239**  
 Date: 12/5/2025

Prepared for:  
 Duane Bartles (301) 223-7424  
 R. C. Willson Treatment Plant  
 ATTN: Duane Bartles  
 10802 Water Works Road  
 Williamsport, MD 21795 United States

Prepared by: Darcy L. Kline  
 Account No.: 11344  
 Phone: (301) 739-8577

Quantity	Description	Sell	Total
<b>Unifi Network Recorder 10 TB Drive            (2) 4K Dome Cameras (7) 4K Bullet Cameras            (1) PRO Bullet at Gate (1) Solar Kit Pole Mount            24 port POE Pro switch Wireless Beam to lagoon            (5) TV interfaces 5 Hardened Swtich            Labor, setup, installation</b>			
1	Unifi Network Recorder (recommend battery backup)	\$380.00	\$380.00
1	Hard Drive, Western Digital 10TB WD Black Performance Internal Hard Drive HDD - 7200 RPM, SATA 6 Gb/s, 256 MB Cache, 3.5"	\$320.55	\$320.55
2	4K Dome Camera	\$350.00	\$700.00
7	Ubiquiti, All-weather 4K PoE camera with a 1/1.8" 8MP image sensor, Multi-TOPS AI Engine, and long-range IR night vision	\$248.75	\$1,741.25
1	Ubiquiti, All-weather 4K PoE+ camera with a Multi-TOPS AI engine, 2.36x optical zoom, and a large 1/1.2" CMOS sensor	\$718.50	\$718.50
1	Switch Layer 3 PoE switch with (24) GbE RJ45 ports, including (16) PoE+ ports and (8) PoE++ ports, and (2) 10G SFP+ ports	\$875.00	\$875.00
4	Ubiquiti, PoE Over 2-Wire Retrofit Extender	\$148.50	\$594.00
1	Solar Panel Kit	\$3,650.00	\$3,650.00
2	airMAX NanoBeam AC 5 GHz Bridge	\$125.00	\$250.00
140	CAT 6 SHIELDED OUTDOOR DIRECT BURAIL BLACK	\$0.85	\$119.00
8	CAT 8 RJ45 MOD END SHIELDED	\$15.70	\$125.60
2	POLE MOUNT, Universal Transcendent Pole Mount Adapter - Ivory	\$50.40	\$100.80
1	Hardened 5 port POE Switch	\$475.00	\$475.00
3.00	Lift Fee - Daily - This fee covers the expense of using Glessner's provided man lift for site work. Daily fee = \$ 125.00.	\$125.00	\$375.00
5	Ubiquiti, Easy-to-use hub for viewing Protect camera feeds on an HDMI display	\$261.69	\$1,308.45
1.00	Miscellaneous Parts & Hardware	\$700.00	\$700.00
80.00	Installation & Project Management - Communication - MD & VA	\$90.00	\$7,200.00

**Your Price:**           \$19,633.15  
**Total:**           \$19,633.15

**Quote**  
No.: **28239**  
Date: 12/5/2025

Prices are firm until 2/27/2026      Terms: 100% Due Upon Completion

---

**Prepared by:** Darcy L. Kline, darcyk@glessner.net

**Date:** 12/5/2025

**Accepted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Disclaimer**

Customer agrees to pay Glessner Technologies the agreed amount within the terms set. Past due amounts will be subjected to 18% interest plus legal collection fees. This is an attachment to the sales agreement and is subject to all terms and conditions of the sales agreement. Customer acknowledges receipt of the complete sales agreement. Permit fees are not included and will be billed to customer at their actual cost. Customer to provide 120VAC power and/or outlets within 3 feet of Glessner control panels and equipment as needed.

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

---

**Topic:**

Water: Cold Mix for Water and Wastewater Temporary Street Repair – New Enterprise Stone & Lime Co., Inc. (New Enterprise, PA) \$25,120.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

**Description**

CONSENT\_NEW\_ENTERPRISE\_COLD\_MIX\_02242026.pdf

CONSENT NEW  
ENTERPRISE COLD  
MIX

CONSENT\_Water\_and\_Wastewater\_-\_Aggregates\_-  
\_C\_William\_Hetzer.pdf

PREVIOUS  
APPROVAL C W  
HETZER

City\_of\_Hagerstown\_Cold\_Patch\_2026\_Quote.85223.1000481045.pdf

QUOTE NEW  
ENTERPRISE



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<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
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	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

**REVIEWED AND APPROVED AS FOLLOWS:**

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



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**REVIEWED AND APPROVED AS FOLLOWS:**

**(1) Department Director and Division Manager**

COMMENTS Funding is available in the FY26 operating and capital budgets for Water and Wastewater (please see attached budget Summary).

Nancy Hausrath

Digitally signed by Nancy Hausrath  
DN: OU=Lititia Department, O=City of Hagerstown,  
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org  
Reason: I have reviewed this document  
Location:  
Date: 2025.10.10 15:24:58-04'00'  
Foxit PDF Editor Version: 13.2.1

Signature / Date

Nancy Hausrath

Digitally signed by Nancy Hausrath  
DN: OU=Lititia Department, O=City of Hagerstown,  
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org  
Reason: I have reviewed this document  
Location:  
Date: 2025.10.10 15:25:14-04'00'  
Foxit PDF Editor Version: 13.2.1

Signature / Date

**(2) Purchasing Agent**

COMMENTS

Approve

*Michelle Hagen 10/17/25*  
Signature / Date

**(3) Chief Financial Officer**

COMMENTS

Approve

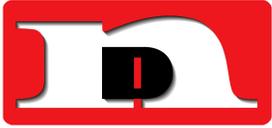
*Michelle Hagen 10/17/25*  
Signature / Date

**(4) City Administrator**

COMMENTS

Recommend Approval

*Alex Thurman 10/17/25*  
Signature / Date



# New Enterprise Stone & Lime Co., Inc.

## QUOTATION

P.O. Box 77  
 New Enterprise, PA 16664  
 Phone: (814) 766-2211 Fax: (814) 766-4400  
<http://www.nesl.com>

Quote: 1000481045  
 Quote Date: 1/7/2026  
 Expire Date: 12/31/2026

**Bill To:**

85223 City of Hagerstown  
 1 East Franklin Street  
 Hagerstown, MD 21740

Contact: Tyler Puffenberger  
 Phone:  
 Fax:  
 Email: [tpuffenberger@hagerstownmd.org](mailto:tpuffenberger@hagerstownmd.org)

**Ship To:**

Contact:  
 Phone:  
 P.O.#

**Quote** Cold Patch  
**Description :**

**Sales Rep :** Joseph Sanderson  
**Office:**  
**Cell:** 814-617-2119

**Comments/  
 Delivery  
 Instructions**

PRODUCT DESCRIPTION AND SOURCE LOCATION	QUANTITY	UNITS	UNIT PRICE FOB PLANT	FREIGHT RATE UNIT	UNIT PRICE DELIVERED
<b>Chambersburg Aggregates</b> (717) 264-4178					
261000 COLD PATCH HIGH PERFORMANCE	0	Tons	157.00		

The NESL Terms and Conditions applicable to this sale are found at <https://www.nesl.com/terms-and-conditions/> and are incorporated herein by reference. A copy of the Safety Data Sheets and the applicable Terms and Conditions may be downloaded and/or printed from the above web address or will be made available by calling (814) 766-2211.

**Accepted by:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

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

---

**Topic:**

Water: Water Pump Station Cyber Security Upgrade – EAI Security Systems, Inc. (Rockville, MD) \$53,798.94

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

**Description**

CONSENT\_EAI\_PUMP\_STATIONS\_SECURITY\_02242026.pdf

CONSENT EAI PS  
CYBER SECURITY

J62-625\_-\_Hagerstown\_-\_Access\_Control.pdf

QUOTE EAI PS CYBER  
SECURITY



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<p><b>(3) Chief Financial Officer</b>  <u>COMMENTS</u></p>          <p>_____ Signature / Date</p>		<p>_____ Signature / Date</p>
<p><b>(4) City Administrator</b>  <u>COMMENTS</u></p>          <p>_____ Signature / Date</p>		<p>_____ Signature / Date</p>



**EAI Security Systems, Inc.**  
 1086 Taft Street  
 Rockville, Maryland 20850

Phone: (301) 424-9588  
 Email: sales@eaisecurity.com  
 Website: eaisecurity.com

Licenses: MD Security System Agency #107-402 | Frederick County #F-0185 | Howard County #112 | Montgomery County #00960  
 PG County #0000492 | VA DCJS Private Security Business #11-3828 | Washington DC #602525000004

## PROPOSAL

January 28, 2026  
 SUBMITTED TO:

**City of Hagerstown**  
 Attn: Duane Bartles  
 151 Park Ave  
 Hagerstown, MD 21740

**Project #J62-625**

*Please reference this number on all correspondence*

**Hagerstown: Install New Access Control**

### Scope of Work:

EAI Security Systems, Inc. (EAI) is pleased to present this proposal to install new access control at the Office headquarters, and Pump Stations 2, 3, 4 and 6. EAI will also configure the door control panels to trigger alarms in the existing PLC equipment to create alerts on unauthorized entries. The customer will provide network connections at each site for the door controller Lantronix connections. Upon completion of installation EAI will document all installed hardware in inventory.

### Price Breakdown:

#### OPTION 1 OFFICE

EQUIPMENT	QTY	UNIT	TOTAL
FOUR-DOOR CONTROLLER	1	\$ 2,606.10	\$ 2,606.10
SINGLE-GANG READER	3	\$ 321.20	\$ 963.60
EXIT MOTION	3	\$ 99.28	\$ 297.84
DOOR STRIKE	3	\$ 164.98	\$ 494.94
LATCH PROTECTOR	2	\$ 21.87	\$ 43.74
DOOR CONTACT	3	\$ 19.48	\$ 58.44
FOUR-DOOR CONTROLLER POWER SUPPLY	1	\$ 158.19	\$ 158.19
12V 7AH PANEL BATTERY	2	\$ 30.00	\$ 60.00
<b>TOTAL EQUIPMENT PRICE</b>			<b>\$ 4,682.85</b>
<b>MATERIAL</b>			
CONDUIT & MISCELLANEOUS	1	\$ 1,345.10	\$ 1,345.10
COMPOSITE [PLENUM, YELLOW]	500	\$ 1.36	\$ 680.00
<b>TOTAL MATERIAL PRICE</b>			<b>\$ 2,025.10</b>
<b>LABOR</b>			
	HRS	RATE	TOTAL
SUPERVISOR	6	\$ 91.85	\$ 551.10
TECHNICIAN	70	\$ 86.12	\$ 6,028.40
<b>TOTAL LABOR HOURS</b>	<b>76</b>	<b>LABOR PRICE</b>	<b>\$ 6,579.50</b>
<b>TOTAL OFFICE PRICE</b>			<b>\$ 13,287.45</b>

#### OPTION 2 PUMP STATION 2

EQUIPMENT	QTY	UNIT	TOTAL
SINGLE-DOOR CONTROLLER	1	\$ 826.36	\$ 826.36
SINGLE-GANG READER	1	\$ 321.20	\$ 321.20
DOOR STRIKE	1	\$ 164.98	\$ 164.98
EXIT MOTION	1	\$ 99.28	\$ 99.28
DOOR CONTACT	1	\$ 19.48	\$ 19.48
SINGLE-DOOR CONTROLLER POWER	1	\$ 236.27	\$ 236.27
CONTROLLER SERIAL COMMUNICATOR	1	\$ 215.35	\$ 215.35



SERIAL-TO-IP CONVERTER	1	\$	724.16	\$	724.16
12V 7AH PANEL BATTERY	2	\$	30.00	\$	60.00
<b>TOTAL EQUIPMENT PRICE</b>				<b>\$</b>	<b>2,667.08</b>
<b>MATERIAL</b>					
CONDUIT & MISCELLANEOUS	1	\$	1,065.07	\$	1,065.07
COMPOSITE [PLENUM, YELLOW]	100	\$	1.36	\$	136.00
<b>TOTAL MATERIAL PRICE</b>				<b>\$</b>	<b>1,201.07</b>
<b>LABOR</b>		<b>HRS</b>	<b>RATE</b>	<b>TOTAL</b>	
SUPERVISOR	3	\$	91.85	\$	275.55
TECHNICIAN	19	\$	86.12	\$	1,636.28
<b>TOTAL LABOR HOURS</b>		<b>22</b>	<b>LABOR PRICE</b>	<b>\$</b>	<b>1,911.83</b>
<b>TOTAL PUMP STATION 2 PRICE</b>				<b>\$</b>	<b>5,779.98</b>

**OPTION 3 PUMP STATION 3**

EQUIPMENT	QTY	UNIT	TOTAL	
SINGLE-DOOR CONTROLLER	1	\$	826.36	
SINGLE-GANG READER	1	\$	321.20	
DOOR STRIKE	1	\$	164.98	
EXIT MOTION	1	\$	99.28	
DOOR CONTACT	1	\$	19.48	
SINGLE-DOOR CONTROLLER POWER	1	\$	236.27	
CONTROLLER SERIAL COMMUNICATOR	1	\$	215.35	
SERIAL-TO-IP CONVERTER	1	\$	724.16	
12V 7AH PANEL BATTERY	2	\$	60.00	
<b>TOTAL EQUIPMENT PRICE</b>			<b>\$ 2,667.08</b>	
<b>MATERIAL</b>				
CONDUIT & MISCELLANEOUS	1	\$	1,065.07	
COMPOSITE [PLENUM, YELLOW]	100	\$	136.00	
<b>TOTAL MATERIAL PRICE</b>			<b>\$ 1,201.07</b>	
<b>LABOR</b>		<b>HRS</b>	<b>RATE</b>	<b>TOTAL</b>
SUPERVISOR	3	\$	91.85	\$ 275.55
TECHNICIAN	19	\$	86.12	\$ 1,636.28
<b>TOTAL LABOR HOURS</b>		<b>22</b>	<b>LABOR PRICE</b>	<b>\$ 1,911.83</b>
<b>TOTAL PUMP STATION 3 PRICE</b>				<b>\$ 5,779.98</b>

**OPTION 4 PUMP STATION 4**

EQUIPMENT	QTY	UNIT	TOTAL	
FOUR-DOOR CONTROLLER	1	\$	2,606.10	
SINGLE-GANG READER	3	\$	963.60	
DOOR STRIKE	1	\$	164.98	
MORTISE-LOCK DOOR STRIKE	2	\$	1,271.04	
LATCH PROTECTOR	3	\$	65.61	
18" ARMORED DOOR CORD	1	\$	48.60	
EXIT MOTION	3	\$	297.84	
DOOR CONTACT	3	\$	58.44	
FOUR-DOOR CONTROLLER POWER SUPPLY	1	\$	158.19	
CONTROLLER SERIAL COMMUNICATOR	1	\$	215.35	
SERIAL-TO-IP CONVERTER	1	\$	724.16	
12V 7AH PANEL BATTERY	2	\$	60.00	
<b>TOTAL EQUIPMENT PRICE</b>			<b>\$ 6,633.91</b>	
<b>MATERIAL</b>				
CONDUIT & MISCELLANEOUS	1	\$	1,765.14	
COMPOSITE [PLENUM, YELLOW]	250	\$	340.00	
<b>TOTAL MATERIAL PRICE</b>			<b>\$ 2,105.14</b>	
<b>LABOR</b>		<b>HRS</b>	<b>RATE</b>	<b>TOTAL</b>



SUPERVISOR	3	\$	91.85	\$	275.55
TECHNICIAN	65	\$	86.12	\$	5,597.80
<b>TOTAL LABOR HOURS</b>	<b>68</b>		<b>LABOR PRICE</b>	<b>\$</b>	<b>5,873.35</b>
<b>TOTAL PUMP STATION 4 PRICE</b>				<b>\$</b>	<b>14,612.40</b>

**OPTION 5 PUMP STATION 6**

EQUIPMENT	QTY		UNIT		TOTAL
FOUR-DOOR CONTROLLER	1	\$	2,606.10	\$	2,606.10
SINGLE-GANG READER	3	\$	321.20	\$	963.60
MORTISE-LOCK DOOR STRIKE	3	\$	635.52	\$	1,906.56
LATCH PROTECTOR	1	\$	21.87	\$	21.87
DOOR CORD 18" ARMORED	1	\$	48.60	\$	48.60
EXIT MOTION	3	\$	99.28	\$	297.84
DOOR CONTACT	3	\$	19.48	\$	58.44
FOUR-DOOR CONTROLLER POWER SUPPLY	1	\$	158.19	\$	158.19
CONTROLLER SERIAL COMMUNICATOR	1	\$	215.35	\$	215.35
SERIAL-TO-IP CONVERTER	1	\$	724.16	\$	724.16
12V 7AH PANEL BATTERY	2	\$	30.00	\$	60.00
<b>TOTAL EQUIPMENT PRICE</b>				<b>\$</b>	<b>7,060.71</b>
<b>MATERIAL</b>					
CONDUIT & MISCELLANEOUS	1	\$	1,065.07	\$	1,065.07
COMPOSITE [PLENUM, YELLOW]	250	\$	1.36	\$	340.00
<b>TOTAL MATERIAL PRICE</b>				<b>\$</b>	<b>1,405.07</b>
<b>LABOR</b>					
	HRS		RATE		TOTAL
SUPERVISOR	3	\$	91.85	\$	275.55
TECHNICIAN	65	\$	86.12	\$	5,597.80
<b>TOTAL LABOR HOURS</b>	<b>68</b>		<b>LABOR PRICE</b>	<b>\$</b>	<b>5,873.35</b>
<b>TOTAL PUMP STATION 6 PRICE</b>				<b>\$</b>	<b>14,339.13</b>

**TOTAL PROJECT COST**

OPTION DESCRIPTION	QTY		UNIT		TOTAL
OFFICE ACCESS CONTROL	1	\$	4,682.85	\$	4,682.85
PUMP STATION 2 ACCESS CONTROL	1	\$	2,667.08	\$	2,667.08
PUMP STATION 3 ACCESS CONTROL	1	\$	2,667.08	\$	2,667.08
PUMP STATION 4 ACCESS CONTROL	1	\$	6,633.91	\$	6,633.91
PUMP STATION 6 ACCESS CONTROL	1	\$	7,060.71	\$	7,060.71
<b>TOTAL EQUIPMENT PRICE</b>				<b>\$</b>	<b>23,711.63</b>
<b>MATERIAL</b>					
OFFICE MISCELLANEOUS	1	\$	2,025.10	\$	2,025.10
PUMP STATION 2 AC MISCELLANEOUS	1	\$	1,201.07	\$	1,201.07
PUMP STATION 3 AC MISCELLANEOUS	1	\$	1,201.07	\$	1,201.07
PUMP STATION 4 AC MISCELLANEOUS	1	\$	2,105.14	\$	2,105.14
PUMP STATION 6 AC MISCELLANEOUS	1	\$	1,405.07	\$	1,405.07
<b>TOTAL MATERIAL PRICE</b>				<b>\$</b>	<b>7,937.45</b>
<b>LABOR</b>					
	HRS		RATE		TOTAL
SUPERVISOR	18	\$	91.85	\$	1,653.30
TECHNICIAN	238	\$	86.12	\$	20,496.56
<b>TOTAL LABOR HOURS</b>	<b>256</b>		<b>LABOR PRICE</b>	<b>\$</b>	<b>22,149.86</b>
<b>TOTAL NOT TO EXCEED PRICE</b>				<b>\$</b>	<b>53,798.94</b>



**Notes & Exclusions:**

1. This price is based on the Terms & Conditions of our Montgomery County Contract No. 1113122.
2. This proposal is provided in good faith based on our walkthrough and/or discussions. As no specific scope or schedule was defined, the quoted price(s) are subject to change if unforeseen conditions arise or if the scope of work differs from what is outlined herein.
3. Prices are based on work being done during regular business hours. Regular business hours are defined as: 7:00AM to 3:30PM Monday through Friday, exclusive of the following six holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
4. It may be necessary to make small holes in walls, ceilings, or structures to run wires and/or cables for devices. Should that be necessary, we would require the Customer's permission first. The price(s) quoted herein exclude patching or painting of walls, ceilings, or structures where it was necessary to make small holes, where modification was required to mount any of the above-listed equipment, or where existing equipment was removed or replaced.
5. While we take great care to hide all wiring, it may be necessary to surface-mount some wire in this application. This proposal excludes painting of any conduit, molding or raceway used to cover wires.
6. This quote excludes providing AC electrical outlet(s). Therefore, it is the Customer's responsibility to provide the needed 120-volt, 60 hertz AC outlet(s) required for hooking up and powering the equipment. If power needs to be provided, that will incur an additional cost.
7. This proposal is based on the use of some existing equipment and wiring, and it is assumed these are in good working condition. If this is not the case, EAI will modify/repair at an additional cost.
8. Due to market fluctuations, tariffs, and pricing changes, EAI reserves the right to adjust equipment and material costs if this proposal is accepted more than 30 days after its issue date.
9. EAI has not included cost related to any licenses, permits or government-required documentation including architectural approval, engineering, or building permits. The Owner (Purchaser) accepts full responsibility for obtaining all permits and government approvals, if required.

SUBMITTED BY:

  
\_\_\_\_\_  
Jonathan Aldana, Applications Engineer      January 28, 2026      *date*  
EAI Security Systems, Inc.  
240-997-2121

CUSTOMER ACCEPTANCE:

\_\_\_\_\_  
*signature*      *date*  
\_\_\_\_\_  
*printed name*

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

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**Topic:**

Water: R.C. Willson WTP Fluoride Remediation – Clean Harbors (Baltimore, MD) \$192,829.91

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Memo-  
\_Hydro\_Fluoro\_Spill\_City\_of\_Hagerstown\_R.C.Willson\_WTP.docx

CONSENT\_FLUORIDE\_REMEDIATION\_02242026.pdf

CLEAN\_HARBORS\_QUOTE.pdf

BUDGET\_TRANSFER\_WORKSHEET\_FY26.pdf

**Description**

MEMO

CONSENT CLEAN  
HARBORS

QUOTE CLEAN  
HARBORS

BUDGET TRANSFER  
WORKSHEET



# CITY OF HAGERSTOWN, MARYLAND

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## Utilities Department

1 Clean Water Circle • Hagerstown, MD 21740

Telephone: 301-739-8577, ext. 650

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

To: Scott Nicewarner, City Administrator

From: Tyler Puffenberger, Deputy Director of Water and Wastewater

Subject: Fluoride Spill- R.C.Willson– Water Division

Date: February 11, 2026

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On Monday, December 29, 2025, a scheduled delivery of 23% Hydrofluorosilicic Acid (HFS) occurred at the R.C. Willson Water Treatment Plant. During the offloading process, the fill line failed without immediate detection, resulting in the release of approximately 500 gallons of HFS. The bulk storage tank is located outdoors, and the spilled material initially migrated into the adjacent grassy area and, subsequently, entered the storm drainage system.

On Tuesday, December 30, 2025, staff identified a leaking stormwater valve on the northeast side of the plant. The valve was further closed, successfully containing the HFS within the plant's stormwater piping and stormwater pits. After confirming that HFS had discharged into an unnamed tributary, Maryland Department of the Environment (MDE) Emergency Spill Hotline was contacted within 24 hours. An attempt was also made to contact all MDE inspectors that may have jurisdiction. Voicemails were left where possible; however, some mailboxes were full and could not accept messages. In addition, I contacted Davina Yutzy, Deputy Director of Water Quality for Washington County, to inform her of the incident.

Clean Harbors was contacted to respond onsite and pump out the affected stormwater vaults where the material was isolated. Temporary sheeting was placed over the impacted grassy area to limit further migration.

On Wednesday, December 31, 2025, MDE requested an on-site meeting. Tyler Puffenberger met with Peter Resh, Environmental Compliance Specialist, Water & Science Administration, and Jacob Haglund, Environmental Compliance Specialist, Compliance Program. The group walked the discharge area along the unnamed tributary and followed the flow path to its confluence with the Potomac River.

Under guidance provided by the Maryland Department of the Environment (MDE) in an email dated Wednesday, December 31, 2025, regarding soil remediation and stabilization, monitoring and sampling, and discharge operations, daily sampling began on Friday, January 2, 2026, at the following locations

1. Upstream of the stormwater discharge point
2. Within the stormwater discharge channel
3. Downstream of the stormwater discharge channel
4. Downstream of the confluence of the unnamed tributary with the Potomac River

Clean Harbors mobilized on January 2, 2026, and began pumping the stormwater pits at the R.C. Willson facility. Pumping operations continued through the weekend (January 3–4, 2026). It is estimated that approximately 36,000 gallons of a mixture of stormwater and HFS were present in the pits. Pumping activities are ongoing as of February 3, 2026.

On Friday, January 2, 2026, a pallet of lime was procured, and two 25-cubic-yard dumpsters were delivered to the facility. On January 5, 2026, six inches of soil from the affected area were removed and placed in the dumpsters, which were then hauled offsite by Clean Harbors.

The soil mitigation process is being conducted in accordance with MDE guidance. MDE has directed that soil be removed in six-inch lifts and field-tested, continuing this process until no residual contamination is detected. Once contamination is no longer detected, confirmatory soil samples will be collected and submitted to a certified laboratory. Pending acceptable analytical results, a layer of lime will be applied, and the excavated areas will be backfilled.

We are still working on disposal options for the excavated soil and are awaiting laboratory results to determine the appropriate disposal method.

At this time, we anticipate that total costs may exceed the original quote from Clean Harbors, although the final amount is not yet known.



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

**REVIEWED AND APPROVED AS FOLLOWS:**

<p><b>(1) Department Director and Division Manager</b>  <u>COMMENTS</u></p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p><b>(2) Purchasing Agent</b>  <u>COMMENTS</u></p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p><b>(3) Chief Financial Officer</b>  <u>COMMENTS</u></p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p><b>(4) City Administrator</b>  <u>COMMENTS</u></p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>



Clean Harbors Environmental Services, Inc.  
1910 Russell Street  
Baltimore, MD 21230  
www.cleanharbors.com

January 6, 2026

Attn: Mr. Tyler Puffenberger  
City of Hagerstown  
10802 Water Works Road  
Williamsport, MD 21795

Quote #5160279

Dear Mr. Puffenberger:

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to servicing your environmental needs. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Claire Lyhus  
Field Service Project Manager  
Phone: 667.304.2546  
clyhus@hepaco.com



January 6, 2026  
Clean Harbors Quote #5160279

Page 2 of 10

## **QUOTE CONDITIONS**

All quantities are estimated. Rates and T&Cs are in accordance with the signed ER documents.

Pricing is pending approval and approved profiles.

This is an estimate and subject to change with changing site conditions and client needs.

Generator will perform loading of the rollofs. Roll offs can have a max weight of 15 tons.

ESTIMATE ONLY



### QUOTE SUMMARY

Description	Amount
TASK 1: FLUROSILICIC ACID SPILL CLEANUP	\$104,954.40
TASK 2: TRANSPORTATION OF WATER LOADS	\$19,909.60
TASK 3: BULK LIQUID DISPOSAL	\$16,877.00
TASK 4: SPOT AND TRANSPORTATION OF SOIL ROLL OFFS	\$7,075.84
TASK 5: BULK SOLID DISPOSAL	\$9,500.00
<b>Subtotal</b>	<b>\$158,316.84</b>
<b>Estimated Recovery Fee</b>	<b>\$34,513.07</b>
<b>QUOTE TOTAL</b>	<b>\$192,829.91</b>

ESTIMATE ONLY



**TASK 1: FLUOROSILICIC ACID SPILL CLEANUP**

Amount	Description	Qty/UOM	Days	Unit Price	Extended Total
1	Emergency Response Coordinator	8 hour*	1	\$144.00	\$1,152.00
1	Equipment Operator	8 hour*	6	\$109.00	\$5,232.00
1	Equipment Operator, Double Time	13 hour	1	\$218.00	\$2,834.00
1	Equipment Operator, Overtime	4 hour	6	\$163.50	\$3,924.00
2	Field Technician	8 hour*	6	\$95.00	\$9,120.00
1	Field Technician Doubletime	13 hour	1	\$190.00	\$2,470.00
2	Field Technician Overtime	4 hour	6	\$142.50	\$6,840.00
1	Project Manager	8 hour*	1	\$184.00	\$1,472.00
1	Supervisor	8 hour*	6	\$149.00	\$7,152.00
1	Supervisor, Double Time	13 hour	1	\$298.00	\$3,874.00
1	Supervisor, Overtime	4 hour	6	\$223.50	\$5,364.00
1	3000psi Hot Water Pressure Washer	1 day	n/a	\$845.00	\$845.00
1	4 Gas/5 Gas Meter	1 day	n/a	\$216.00	\$216.00
1	Confined Space Entry Gear (Retrieval & Rescue Equip)	1 day	n/a	\$806.00	\$806.00
1	Electric Blower	1 day	n/a	\$103.00	\$103.00
1	High Powered Vacuum Truck/Cusco	12 hour*	7	\$260.00	\$21,840.00
1	Hose - Suction, 2 in X 25 ft	7 day	n/a	\$37.00	\$259.00
14	Level C w/CPF3 or Saranex Suit/Changeout	1 each	n/a	\$344.00	\$4,816.00
14	Modified Level D (Tyvek and Boots)	1 each	n/a	\$61.00	\$854.00
1	Pickup/Van/Car/Crew Cab	12 hour*	7	\$40.00	\$3,360.00
1	Stake Body/Utility Truck	12 hour*	7	\$52.00	\$4,368.00
2	Frac Tank 20,000 Gal	14 day	n/a	\$167.00	\$4,676.00
2	FRAC TANK BERM ESTIMATED SET UP/TEAR DOWN	1 each	n/a	\$650.00	\$1,300.00
2	FRAC TANK ESTIMATED DEMOBE	1 each	n/a	\$910.00	\$1,820.00
2	FRAC TANK ESTIMATED MOBE	1 each	n/a	\$910.00	\$1,820.00
4	Gloves - Impact and Cut Resistant	1 pair	n/a	\$32.00	\$128.00
1	Misc. Handtools	7 day	n/a	\$53.00	\$371.00
2	Rolloff Container with Tarp & Bows	14 day	n/a	\$23.00	\$644.00



Amount	Description	Qty/UOM	Days	Unit Price	Extended Total
2	Rolloff Poly Liner	1 each	n/a	\$73.00	\$146.00
2	Secondary Containment Unit	14 day	n/a	\$42.00	\$1,176.00
7	Mileage charge for Heavy Duty / DOT Rated Vehicles	158 miles	n/a	\$3.24	\$3,583.44
14	Mileage Charge for Light Duty / Support Vehicles	158 miles	n/a	\$1.08	\$2,388.96
				<b>Total</b>	<b>\$104,954.40</b>

\* Includes portal-to-portal travel time

<b>TASK 1: TOTAL ESTIMATE</b>	<b>\$104,954.40</b>
Estimated Recovery Fee	\$22,880.06
<b>Estimated total, including Fees</b>	<b>\$127,834.46</b>

**TASK 2: TRANSPORTATION OF WATER LOADS**

Amount	Description	Qty/UOM	Days	Unit Price	Extended Total
1	Equipment Operator	8 hour*	5	\$109.00	\$4,360.00
1	Equipment Operator, Overtime	4 hour	5	\$163.50	\$3,270.00
1	Tractor w/Vacuum Trailer	12 hour*	5	\$162.00	\$9,720.00
5	Mileage charge for Heavy Duty / DOT Rated Vehicles	158 miles	n/a	\$3.24	\$2,559.60
				<b>Total</b>	<b>\$19,909.60</b>

\* Includes portal-to-portal travel time

<b>TASK 2: TOTAL ESTIMATE</b>	<b>\$19,909.60</b>
Estimated Recovery Fee	\$4,340.29
<b>Estimated total, including Fees</b>	<b>\$24,249.89</b>

**TASK 3: BULK LIQUID DISPOSAL**

**DISPOSAL**

Profile / Waste Code	Waste Description	Price/UOM
B26A	ACIDIC WASTEWATER WITH LOW METALS	\$0.45 / gallon*



\*The following minimum price(s) will apply:

Profile/Waste Code	UOM	Minimum Price
B26A	container	\$1,000.00

**Surcharges (if applicable)**

Description	Rate	UOM	Lower Limit	Upper Limit	Range UOM
<i>Waste Code B26A:</i>					
Per gallon surcharge for high COD	\$0.18	Gallons	30,000.00	39,999.00	Parts Per Million
	\$0.12	Gallons	20,000.00	29,999.00	Parts Per Million
	\$0.06	Gallons	10,000.00	19,999.00	Parts Per Million
Per gallon surcharge for high solids	\$0.195	Gallons	3.00	3.99	Percent
	\$0.13	Gallons	2.00	2.99	Percent
	\$0.065	Gallons	1.00	1.99	Percent

**TRANSPORTATION**

Transportation Hub	Vehicle Type	Unit Rate	Unit of Measure
Baltimore, MD Facility	Vacuum Trailer with Operator	N/A	N/A

Transportation is covered by Labor, Equipment, and Material on another Task.

**ACCESSORIALS**

Pumping time	\$162.00 per Hour
Profile Approval Fee (No Sample)	\$125.00 Each
Tank Wash	\$390.00 Each

**WASTE CLASSIFICATIONS SPECIFICATIONS**

Waste Code	Description
B26A	<p><b>Acidic Wastewater With Low Metals</b></p> <p>pH 1-6            Neutralization equivalent less than 5 (approx. &lt;10% acid)            Flashpoint greater than 140 degrees F            Cyanide / sulfide non-detectable            No pesticides            Less than 1 percent T.O.C. (Total Organic Carbon)            Less than 10ppm hexchrome            Less than 1 inch solids in drum            Less than 1 percent ammonia            Less than 500ppm total metals            PRIMARY DISPOSAL METHOD: Wastewater Treatment</p>



**TASK 4: SPOT AND TRANSPORTATION OF SOIL ROLL OFFS**

Amount	Description	Qty/UOM	Days	Unit Price	Extended Total
1	Equipment Operator	8 hour*	2	\$109.00	\$1,744.00
1	Equipment Operator, Overtime	4 hour	2	\$163.50	\$1,308.00
1	Rolloff Straightjob	12 hour*	2	\$125.00	\$3,000.00
2	Mileage charge for Heavy Duty / DOT Rated Vehicles	158 miles	n/a	\$3.24	\$1,023.84
<b>Total</b>					<b>\$7,075.84</b>

\*Includes portal-to-portal travel time

<b>TASK 4: TOTAL ESTIMATE</b>	<b>\$7,075.84</b>
Estimated Recovery Fee	\$1,542.53
<b>Estimated total, including Fees</b>	<b>\$8,618.37</b>

**TASK 5: BULK SOLID DISPOSAL**

**DISPOSAL**

Profile / Waste Code	Waste Description	Price/UOM
CNO	NON HAZARDOUS SOLID	\$300.00 / ton*

\*The following minimum price(s) will apply:

Profile/Waste Code	UOM	Minimum Price
CNO	container	\$4,500.00

**TRANSPORTATION**

Transportation Hub	Vehicle Type	Unit Rate	Unit of Measure
Baltimore, MD Facility	Roll Off Straightjob	N/A	N/A

Transportation is covered by Labor, Equipment, and Material on another Task.

**ACCESSORIALS**

Profile Approval Fee (No Sample)	\$125.00 Each
Washout of Rolloff, Intermodal or Dump Trailer	\$375.00 Each



### WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CNO	<p><b>Non Hazardous Solid</b></p> <p>Non-pourable at 70°F            No free liquid            Must be able to pass (paint filter/penetration) tests            Must be able to be landfilled            Biodegrade-able absorbents will be stabilized prior to land            No herbicide, pesticides, or cyanides            Source of PCB &lt; 50 ppm  <b>PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL</b>            *****            No Free Liquid            Non-hazardous            Biodegrade-able absorbents will be stabilized prior to land            No PCB            pH – 2.1 to 12.4  <b>PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFARM</b></p>

### GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by a Clean Harbors Representative, and that the amount invoiced by Clean Harbors will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 30 days.
- Terms: Net 30 Days
- For work to begin we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number. Where modifications to the scope of services become necessary, Clean Harbors will notify the customer promptly and obtain customer authorization for such modifications and a revised contract price will be established in order to finish the project.
- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.



## GENERAL CONDITIONS

- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Disposal will be managed within the Clean Harbors Network of Approved Facilities.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- A Profile Approval Fee of \$125 and Profile Recertification fee of \$35 for recertification will be charged upon profile approval or recertification.
- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 21.8%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: [www.cleanharbors.com/contact-us/customer-resources](http://www.cleanharbors.com/contact-us/customer-resources).
- A variable Global Tariff fee, currently at 3.8%, has been added to the recovery fee. For more information on the Tariff Fee please visit our website [www.cleanharbors.com/recoveryfee](http://www.cleanharbors.com/recoveryfee)
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
- E-Manifests: EPA Requires electronic filing and reporting of manifest. To cover the cost of the E-Manifest and administrative cost of entering manifest into the system and managing the data, Clean Harbors will charge \$27 per manifest on every invoice.
- Unless specifically noted, these rates are not valid where Prevailing Wages and / or certified payroll apply. Any Prevailing Wage rates will be quoted on a case-by-case basis.
- Customer will be responsible for providing water on site. If not provided, additional charges will apply.



January 6, 2026  
Clean Harbors Quote #5160279

Page 10 of 10

**ACKNOWLEDGEMENT**

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above.

Thank you for the opportunity to be of service.

---

Signature

PO#

Date

---

Print Name

Quote # 5160279

ESTIMATE ONLY

ACCOUNT SUMMARY		BUDGET TRANSFER 02/24/2026	
		FLUORIDE REMEDIATION	
ACCOUNT		5270501-5329	5285001-5891-C0166
BUDGET		\$ 200,000.00	\$ 2,000,000.00
ACTUAL		\$ (6,602.55)	\$ (199,209.26)
ENCUMBRANCES			
	FY26	\$ (180,257.71)	\$ (165,223.00)
AVAILABLE		\$ 13,139.74	\$ 1,635,567.74
BUDGET TRANSFER		\$ 300,000.00	\$ (300,000.00)
NEW ACCT BALANCE		\$ 313,139.74	\$ 1,335,567.74

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

---

**Topic:**

Water: Meter Transceiver Units – LB Water Service, Inc. (Frederick, MD) \$510,000.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

**Description**

CONSENT_LB_WATER_RADIO_TRANSCIEVER_UNITS_02242026.pdf	CONSENT LB WATER MXUS
Hagerstown_-_Quote_2045640_-_Trade_In_MXU.pdf	QUOTE LB WATER MXUS
Hagerstown_MXU_Trade-In_12%_Discount.pdf	DISCOUNT DOCUMENTATION
Water_-_Sensus_MXU_Trade-In_Program.pdf	LB WATER SENSUS TRADE IN PROGRAM



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

**REVIEWED AND APPROVED AS FOLLOWS:**

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





## LB WATER – FREDERICK

7111 Geoffrey Way  
Frederick MD, 21704

P: 301.874.2560 | F: 301.874.4795

lbfrd@lbh2o.com

November 1, 2025

Subject: Sensus MXU Trade-In Program

Supplier: L/B Water Service, Inc.

Customer: City of Hagerstown

Mr. Puffenberger,

In an effort to more quickly move customers to the newer “M” series SmartPoints (radios), Sensus is offering a trade-in program for “R” series MXU’s. The trade-in allowance for the R unit equates to about a 12% discount off of the purchase of an “M” radio. Please see the attached quote. As of now, orders must be placed by March 31, 2026. Sensus may opt to extend that date, depending on the success of the program. The MXU’s must be at least ten years old and be returned in pallet quantities (18 cases/486 units). There are no limits on quantities. We would need the serial numbers ahead of time, because the program is being run through the Sensus RMA department and requires pre-shipment serial number verification. We can probably obtain that info pretty easily with a barcode scanner from the labels on the boxes of MXU’s in your warehouse. If this is something you’d like to pursue, I’d be happy to come down and assist in gathering the info and working out the details. Please reach out with any questions.

Kind regards,

Bryan Avery

L/B Water Technical Sales Consultant  
Central & Western MD/Central PA



Scan the QR code to  
find a location near you.



## LB WATER – FREDERICK

7111 Geoffrey Way  
Frederick MD, 21704

P: 301.874.2560 | F: 301.874.4795

lbfrd@lbh2o.com

February 3, 2026

Subject: Sensus MXU Trade-In Program

Supplier: L/B Water Service, Inc.

Customer: City of Hagerstown

Mr. Puffenberger,

In an effort to more quickly move customers to the newer “M” series SmartPoints (radios), Sensus is offering a trade-in program for “R” series MXU’s. The trade-in allowance for the R unit equates to about a 12% discount off of the purchase of an “M” radio (\$170 vs \$190.50). Please see the attached quote. As of now, orders must be placed by April 30, 2026. Sensus may opt to extend that date, depending on the success of the program. The MXU’s must be at least ten years old and be returned in pallet quantities (18 cases/486 units). There are no limits on quantities. We would need the serial numbers ahead of time, because the program is being run through the Sensus RMA department and requires pre-shipment serial number verification. We can probably obtain that info pretty easily with a barcode scanner from the labels on the boxes of MXU’s in your warehouse. If this is something you’d like to pursue, I’d be happy to come down and assist in gathering the info and working out the details. Please reach out with any questions.

Kind regards,

Bryan Avery

L/B Water Technical Sales Consultant

Central & Western MD/Central PA



Scan the QR code to  
find a location near you.

# QUOTATION

L/B Water Service, Inc.  
 7111 GEOFFREY WAY  
 FREDERICK, MD 21704  
 301-874-2560



Quote Number	
2045640	
Quote Date	Page
02/12/2025	1 of 1

Quote Expires On: 03/31/2026

**Proposal Submitted to:** 12865  
 CITY OF HAGERSTOWN  
 ATT: LAURIE MARTIN  
 51 WEST MEMORIAL BLVD.  
 HAGERSTOWN, MD 21740  
  
 301-791-2690

**Ship To:**  
 CITY OF HAGERSTOWN  
 WATER DEPARTMENT  
 51 WEST MEMORIAL BOULEVARD  
 HAGERSTOWN, MD 21740  
 US  
 Requested By: Tyler Puffenberger

<b>PO/Job Name</b>	<b>Salesperson</b>	<b>Entered By</b>
MXU TRADE-IN	Travis Shover	BRYAN_AVERY

Quantity		Item ID Item Description	Unit Price	Extended Price
Quoted	UOM			

This quotation may include pricing for imported products that are not in our inventory. Due to the recently imposed tariffs and fluctuating market conditions, we cannot guarantee pricing of imported products that are not currently in our inventory. This quotation is strictly for budgetary purposes and represents pricing based on the current market conditions but is subject to change. Thank you for your patience and understanding.

3,000.00	EA	MXU520M-TC-1 FLEXNET MIGRATEABLE MXU - PIT VERSION TOUCHCOUPLER SINGLE PORT	\$170.00	\$510,000.00
<b>Order Line Notes:</b> Trade-in pricing				
3,000.00	EA	MXU520M-TC-1 FLEXNET MIGRATEABLE MXU - PIT VERSION TOUCHCOUPLER SINGLE PORT	\$190.50	\$571,500.00

Total Lines: 2

**SUB-TOTAL:** 1,081,500.00  
**TAX:** 0.00  
**EXTENDED QUOTE \$\$:** 1,081,500.00

**L/B Water Service, Inc.  
 TERMS AND CONDITIONS OF SALE**

Please see full terms and conditions at [www.lbh2o.com](http://www.lbh2o.com). These terms and conditions (these "Terms") apply to the purchase and sale of products ("Goods") from L/B Water Service, Inc. (the "Seller") and are subject to change by Seller without prior written notice at any time, at Seller's sole discretion. Any purchases by Purchaser after written notice by Seller of such changes either via its website or other writing will constitute Purchaser's acceptance of and agreement to the Terms.

I/we, \_\_\_\_\_, hereby agree to purchase the goods presented on this quotation and to accept the terms and conditions listed above.

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

# QUOTATION

L/B Water Service, Inc.  
 7111 GEOFFREY WAY  
 FREDERICK, MD 21704  
 301-874-2560



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 HAGERSTOWN, MD 21740  
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 Requested By: Tyler Puffenberger

<b>PO/Job Name</b>	<b>Salesperson</b>	<b>Entered By</b>
MXU TRADE-IN	Travis Shover	BRYAN_AVERY

Quantity		Item ID Item Description	Unit Price	Extended Price
Quoted	UOM			

APPROVED  
Mayor & Council

Date 1/30/2024

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

**DATE:** January 20, 2026

**TOPIC:** Approval of Sensus MXU Trade-In Program

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

**MOTION:**

I hereby move for Mayor and Council to approve the request for the Sensus MXU Trade-In Program through LB Water. LB Water is our supplier of Meter Transceiver Units (MXUs), and they are offering a trade-in program to transition customers to the newer style M-series radio units. As part of the program, LB Water is offering a 12% discount on the purchase of the new M-series radios.

DATE OF PASSAGE: 1/20/2026  
EFFECTIVE DATE: 1/20/2026

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

---

**Topic:**

Wastewater: Engineering Design Services – Environmental Laboratory – Buchart Horn (York, PA)  
\$177,600.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

CONSENT\_BUCHART\_HORN\_ENV\_LAB\_02242026\_S.pdf  
P1865.26\_Bid\_Tabulation\_Report.pdf  
Buchart\_Horn\_Bid.pdf

**Description**

CONSENT BUCHART  
HORN  
BID TAB  
BUCHART HORN BID



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

**REVIEWED AND APPROVED AS FOLLOWS:**

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

**City Of Hagerstown  
Finance Department  
Tabulation Report**

Water and Wastewater  
Environmental Laboratory  
Engineering and Design  
Services  
P1865.26  
12/19/25 @ 2:00PM  
Tyler French

**Title:**  
**No:**  
**Deadline Date/Time:**  
**Contact Person:**

Company Name	George, Miles & Buhr, LLC	Buchart Horn	Alpha Associates, Inc	Hazen and Sawyer
Lump Sum Total	\$329,330.00	\$148,000.00	\$350,000.00	\$338,000.00
Vendor Forms	Yes	Yes	Yes	Yes
Addendum I	Yes	Yes	Yes	Yes
Addendum II	Yes	Yes	Yes	Yes
Addendum III	Yes	Yes	Yes	Yes



Proposal for:

Water and Wastewater  
Environmental Laboratory  
Engineering and Design Services

Submitted to:

City of Hagerstown

December 19, 2025



## TAB I: INTRODUCTION

COVER SHEET

Buchart Horn

\_\_\_\_\_  
Bidder's Company Name

**SIGNATURE TO BID**

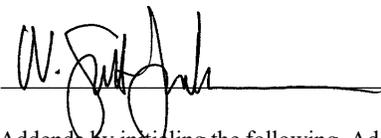
**NOTE: Bidders shall use this page as a cover page when submitting their bid.**

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

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

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

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

SIGNATURE:  Date: 12/10/25

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

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

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COVER LETTER/  
EXECUTIVE SUMMARY

City of Hagerstown  
Finance Department  
1 East Franklin Street, 4th Floor  
Hagerstown, MD 21740

**Re: Proposal No. P1865.26 Water and Wastewater Environmental Laboratory Engineering and Design Services**

To the Selection Committee:

Buchart Horn appreciates the opportunity to submit this proposal to the City of Hagerstown for the Water and Wastewater Environmental Laboratory Engineering and Design Services. As a full-service architecture and engineering firm with an active and expanding relationship with the City, we understand the importance of delivering a laboratory facility that supports safe, compliant, and efficient testing for both drinking water and wastewater in accordance with the Safe Drinking Water Act and the Clean Water Act.

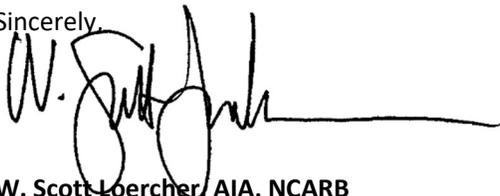
We are currently providing multiple services to the City, including the Water and Wastewater Administration Building Renovation, engineering design support for Pump Station 13, and the RCW Chemical Tank Evaluation. These active assignments place our team on the Wastewater Treatment Plant campus on a regular basis, and we maintain current knowledge of existing utilities, operational practices, and facility needs. This ongoing presence strengthens our readiness to take on the Environmental Laboratory project immediately and with full project context.

Buchart Horn brings more than seventy-five years of experience in municipal architecture, building renovation, and water and wastewater engineering. Our work includes the design and upgrade of water treatment facilities, process-driven spaces, mechanical and electrical systems for specialized environments, and renovations of existing buildings with complex program requirements. We draw from experience on projects such as the Hanover Borough Municipal Building, the Walnut Street Water Treatment Plant Expansion, and the Ellwood Water Treatment Plant, each of which required precise environmental controls, carefully planned workflows, and fully integrated building systems. These project types align directly with the technical demands of a modern environmental laboratory.

For this project, Buchart Horn offers a single unified architecture and engineering team with expertise in building assessments, code compliance, HVAC and ventilation design, electrical and lighting systems, plumbing, structural evaluation, security improvements, and laboratory planning. Our coordinated approach produces clear design documents, reduces conflicts during construction, and supports a smooth transition from existing conditions to fully functional laboratory operations. Because we are already mobilized for multiple assignments with the City, we assign this project the highest priority and are prepared to meet the required schedule.

We value our partnership with the City of Hagerstown and look forward to delivering a laboratory facility that strengthens the City's ability to meet its regulatory responsibilities and sustain long-term operational excellence.

Sincerely,



**W. Scott Loercher, AIA, NCARB**

Vice President of Architecture

**Buchart Horn, Inc.**

445 West Philadelphia Street | York, PA 17401  
(717) 852-1510 | [www.bucharthorn.com](http://www.bucharthorn.com)



**TAB 2: EXPERIENCE &  
QUALIFICATIONS OF THE FIRM**

# FIRM OVERVIEW/ RELEVANT SERVICES

# Experience & Qualifications of the Firm



## Firm Overview

Buchart Horn is a full-service architecture and engineering firm that provides comprehensive building design, facility renovation, civil engineering, water and wastewater engineering, and construction-phase services. Our integrated practice model places architects, engineers, and technical specialists within the same coordinated team, allowing us to develop effective solutions for complex municipal facilities.

We serve municipalities across the Mid Atlantic and are currently working with the City of Hagerstown on several assignments. Our ongoing presence on the Wastewater Treatment Plant campus strengthens our understanding of existing systems, utility constraints, and operational practices, all of which support efficient planning and coordination for this Environmental Laboratory project.

Consistently ranked among Engineering News-Record's Top 500 Design Firms and Top 200 Environmental Firms, Buchart Horn brings the experience, capacity, and responsiveness required to manage multiple task orders concurrently while maintaining a strong commitment to quality and client service.

Our professional practice centers on three core markets essential to every community:

- **Architecture and Facilities:** Planning, new construction, renovation, adaptive reuse, and public park and recreation facility design.
- **Water Resources:** Water and wastewater treatment, conveyance, and collection systems; stormwater and infiltration/inflow management; and sustainable water-quality solutions.
- **Transportation:** Roadway, bridge, traffic, and infrastructure design.

## Relevant Services

### Architecture

We provide building assessments, space planning, code analysis, interior renovations, accessibility improvements, building envelope upgrades, security enhancements, and preparation of complete drawing sets for bidding and construction. Our architects deliver solutions that support laboratory workflows, mechanical requirements, and regulatory compliance.

### Civil Engineering

Our civil engineers design site improvements, grading, stormwater systems, utility connections, and drainage solutions. We work regularly on constrained plant sites and evaluate the impacts of new building systems and equipment on existing infrastructure.

### Structural Engineering

We provide structural evaluations of existing buildings, design modifications required to support new loads, and incorporate reinforcement, equipment support, and envelope improvements needed for technical facilities.

### Mechanical Engineering

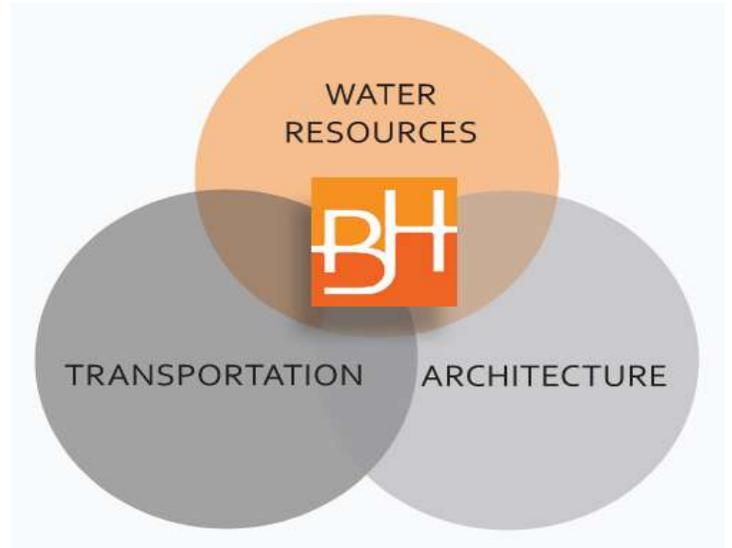
Our mechanical engineers design HVAC and ventilation systems for laboratories, treatment plants, chemical rooms, and controlled environments. We design separate clean and dirty lab air handling, humidity control, and redundancy for critical operations.

### Electrical Engineering

We design lighting, power distribution, standby generation, electrical upgrades, SCADA systems, access control, and communication systems. We support specialized equipment requirements for laboratory instruments and process monitoring.

### Environmental Laboratory Design

We plan and design process-driven laboratory spaces that require fume hoods, DI water systems, sample storage, clean versus dirty workflow separation, chemical handling, and safety compliance. Our experience on water and wastewater treatment plant laboratories informs our approach to this project.



## By the Numbers



**80 years**

designing & shaping infrastructure for the future



MORE THAN **1,000** municipal projects successfully completed for our clients

MORE THAN **100** awards in design excellence earned by our staff



**\$1.6 billion** in municipal projects completed



NEARLY **160** multidiscipline experts and support personnel



**23 years** Average experience of our specialists

## SIMILAR PROJECTS/ REFERENCES



**Client:**

City of Hagerstown  
1 Clean Water Circle  
Hagerstown, MD 2174

**Reference:**

Nancy Hausrath  
Director  
[nhausrath@hagerstownmd.org](mailto:nhausrath@hagerstownmd.org)  
(301) 739-8577

## Water and Wastewater Administration Building Renovation, City of Hagerstown

Buchart Horn is currently providing full-service architectural and engineering design for the renovation of the City's Water and Wastewater Administration Building located on the Wastewater Treatment Plant campus. This project requires a comprehensive assessment of an existing multi-level structure and the development of coordinated architectural, mechanical, electrical, structural, and plumbing improvements to modernize the facility and support current and future operational needs.

Our team conducts detailed evaluations of the HVAC system, electrical capacity, plumbing distribution, structural integrity, envelope conditions, and interior space utilization. The building contains a previously unused masonry elevator shaft that requires new equipment installation, structural tie-ins, and roof-level coordination. The upper level, formerly unfinished, is being fully built out into new office, administrative, and support spaces that require new ductwork, lighting, power distribution, IT cabling pathways, finishes, and life safety systems. The lower level includes reconfigured spaces, ADA-compliant restroom upgrades, new mechanical zoning, and lighting improvements tailored to operational needs.

Buchart Horn is very excited for this project to proceed but currently this assignment is on hold pending direction and scope collaboration with the City of Hagerstown. Buchart Horn looks forward to continuing our partnership to fulfill the vision of this project.



**Client:**

Borough of Hanover  
33 Frederick Street  
Hanover, PA 17331

**Reference:**

Eric Mains  
Director of Planning &  
Engineering Department  
emains@hanoverboroughpa.  
gov  
717-637-3877

## Hanover Borough Municipal Building, Hanover Borough, Pennsylvania

Buchart Horn led the architectural and engineering services to convert an existing commercial office building into a modern municipal administrative center for Hanover Borough. The project required a full analysis of the building's condition and system performance, followed by the design of improvements that support Borough operations, public interaction, and long-term municipal needs. Our evaluation included reviews of HVAC equipment, ventilation strategies, electrical distribution, lighting, plumbing, fire protection, accessibility, envelope performance, and the potential for reconfiguring interior layouts.

The renovation incorporated new office suites, meeting rooms, conference spaces, staff support areas, public counters, waiting areas, storage rooms, and circulation improvements. Mechanical work included modifications for improved air distribution, zoning, filtration, and energy performance, ensuring the updated spaces met current comfort and ventilation standards. Electrical upgrades supported increased technology use, enhanced lighting quality, and improved building safety systems. Structural modifications accommodated new openings, equipment support needs, and interior reconfigurations. Architectural components included layout redesign, finish upgrades, accessibility improvements, new casework, enhanced wayfinding, and integration of building security features.

The project is directly relevant to the Environmental Laboratory scope because it demonstrates our ability to transform existing facilities into functional technical and administrative spaces, coordinate multiple engineering disciplines within a renovation environment, and maintain compliance with codes and operational requirements. Although not a laboratory, the Hanover project demanded the same planning rigor required when converting an existing structure to serve specialized functions with specific workflow needs.



**Client:**  
Pennsylvania American Water  
852 Wesley Drive  
Mechanicsburg, PA 17055

**Reference:**  
Scott Thomas, PE  
Senior Operations Manager  
(717) 550-1526  
scott.thomas@amwater.com

## Ellwood Water Treatment Plant, Pennsylvania American Water, Wampum, Pennsylvania

Buchart Horn designed the new Ellwood Water Treatment Plant, an 8 MGD advanced treatment facility expandable to 16 MGD, delivering complete architectural, civil, structural, mechanical, electrical, and process engineering services. The 23,000 square foot facility includes administrative space, operator areas, a central control room, and dedicated laboratory areas for process monitoring, quality testing, and sample analysis. These laboratory components are central to treatment plant operations and share many technical requirements with the City's proposed Environmental Laboratory.

The treatment train includes raw water withdrawal from two surface water sources, chemical coagulation, three-stage flocculation, inclined plate sedimentation, granular activated carbon filtration, and UV disinfection. The building incorporates chemical feed rooms, process galleries, wet and dry laboratories, and controlled-access areas, each requiring specialized HVAC and electrical systems. Mechanical design addressed chemical room exhaust, dehumidification, air quality standards, temperature control, and redundancy planning. Electrical design delivered medium-voltage service, standby generation, industrial lighting, power distribution, security systems, communications, and a plant-wide SCADA system that supports automated monitoring and alarms for critical operations.

Civil engineering responsibilities included grading, stormwater management, yard piping, access road improvements, and permitting with DEP, PennDOT, and local agencies. Architectural responsibilities included space planning, envelope design, code compliance, and integration of process-driven requirements into functional building layouts.

This project demonstrates Buchart Horn's expertise in designing facilities where laboratory work, regulated testing, process analysis, and environmental controls are integrated into building systems. The level of multi-discipline coordination and technical precision closely matches the needs of an environmental laboratory facility.



**Client:**  
Columbia Water Company  
220 Locust Street  
PO Box 350  
Columbia, PA 17512

**Reference:**  
David Lewis  
President & General Manager  
dlewis@columbiawater.net  
717-684-2188

## Walnut Street Water Treatment Plant Expansion, Columbia Water Company, Columbia, Pennsylvania

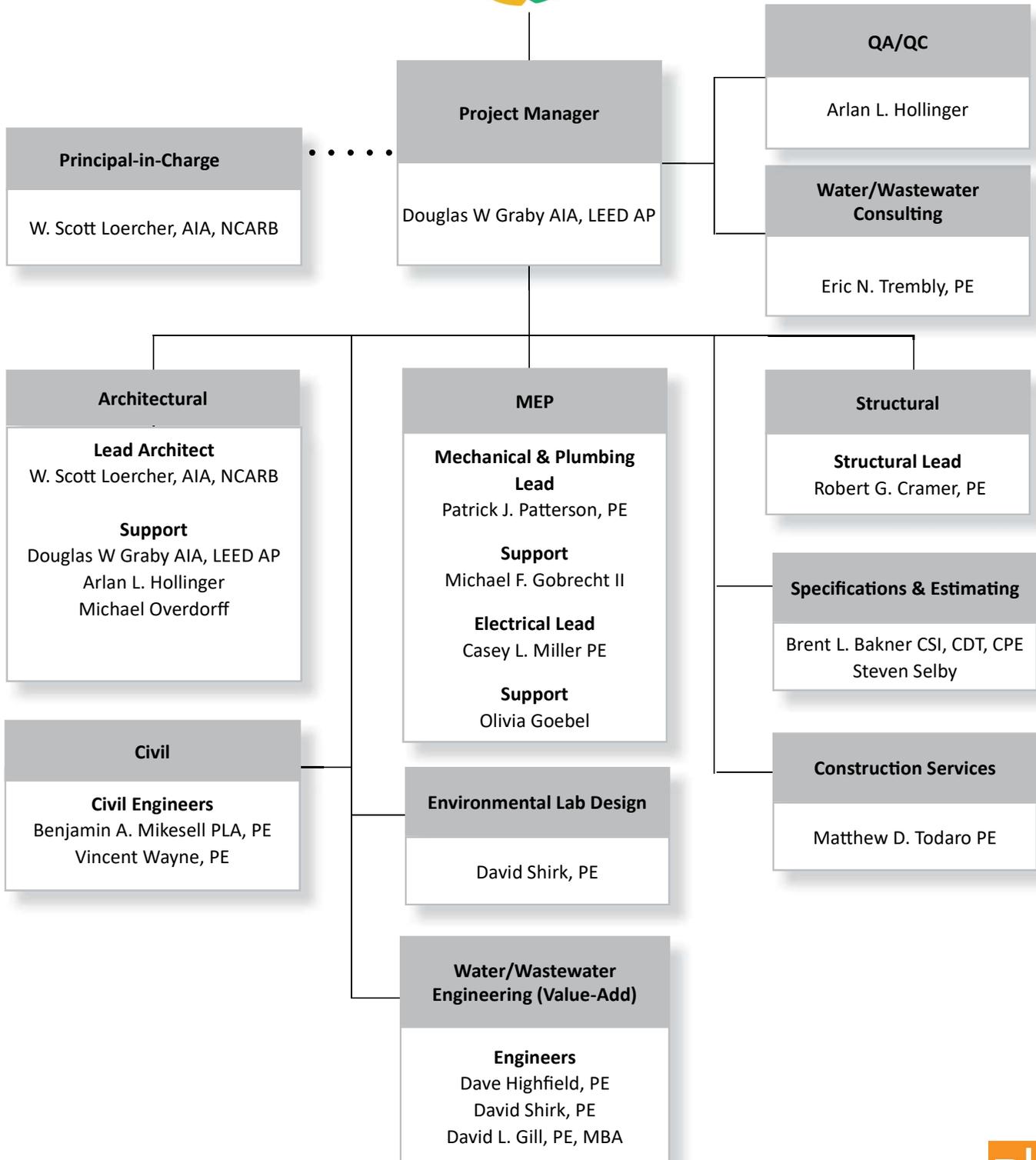
Buchart Horn expanded and modernized the Walnut Street Water Treatment Plant, doubling its capacity from 3.0 to 6.0 MGD and integrating new treatment systems within a compact historic and flood-prone site. The facility includes multiple structures dating back to 1849, requiring highly adaptive design solutions that respected historic character while accommodating modern equipment, ventilation needs, chemical handling, and process control systems.

Key improvements included the conversion of an existing raw water pumping facility into a new traveling screen and grit removal system, construction of a new raw water pump station, installation of new chemical feed systems, two new flocculation and sedimentation basins with inclined plate settlers, upgrades to filter systems with new underdrains and air-scour systems, and a creative expansion of clearwell capacity using offsite tanks retrofitted with new baffling and flow distribution headers. These modifications required precise mechanical and electrical coordination, detailed structural alterations, and advanced process engineering.

Architecturally, the project involved renovating historic buildings while preserving brick detailing, arch openings, copper flashing, and slate-like roofing to comply with the Historic Architectural Review Board. Mechanical design included HVAC and ventilation improvements for chemical rooms, process areas, and operational spaces, while electrical design expanded service capacity, upgraded power distribution, added lighting and controls, provided for standby generation, and enhanced plant-wide SCADA capabilities.

This project is highly relevant to the Environmental Laboratory scope due to its integration of technical building spaces, chemical environments, specialized ventilation, historic building constraints, DI water systems, and multi-discipline coordination within a renovation setting.

# ORGANIZATIONAL CHART/ RESUMES



## W. Scott Loercher, AIA, NCARB

Principal-in-Charge/Lead Architect



### Education:

Bachelor of Architecture  
Temple University

Associate of Science,  
Architecture  
Spring Garden College

### Registrations/ Certifications:

Registered Architect:  
PA, MD, NJ, TN, VA, OH, MS,  
LA

### Years' Experience:

30

### Professional Affiliations:

American Institute of  
Architects

Habitat for Humanity, York

National Council of  
Architectural Registration  
Boards

Mr. Loercher is responsible for providing design leadership by providing clients with unparalleled service, continually striving to improve the quality of the firm, and imparting exceptional design while creating meaningful places where communities can thrive. Throughout his career, Mr. Loercher has specialized in turning client's visions into extraordinary architecture by collaborating with leaders of public and private organizations, helping them articulate their goals, and following through with design solutions to bring their missions to life.

His primary focus is to work with design principals, ensuring every project under his direction adheres to the firm's design philosophy. He strives to ensure the design and construction of a building is both transformative and long-lasting in order to support all aspects of esthetics, function, and economics.

**Water & Wastewater Administration Building Renovation, City of Hagerstown, Hagerstown, MD.** Buchart Horn (BH) is providing design services for the renovation of the City of Hagerstown Wastewater Division's three-level Administration Facility. Work includes installation of a new elevator within an existing masonry shaft, safety system upgrades, finish improvements, and lighting updates on the main floor. The lower level will receive restroom accessibility modifications, HVAC upgrades, and select wall changes, while the unfinished upper level will be fully built out with new room layouts and complete MEP systems. The project enhances accessibility, functionality, and efficiency across all floors of the facility. Principal-in-Charge

**Walnut Street Water Treatment Plant Expansion, Columbia Water Company, PA.** Designed the expansion of a historic treatment facility from 3.0 to 6.0 MGD, including new raw water intake and pumping, chemical feed systems, flocculation and sedimentation basins, upgraded filtration, and a creative offsite clearwell solution. Provided architectural integration within a historic district, mechanical ventilation improvements, electrical service upgrades, standby power planning, and SCADA modernization. Experience included complex renovation within constrained conditions and technical building requirements similar to laboratory environments. Architect

**Ellwood Water Treatment Plant, Pennsylvania American Water, Wampum, PA.** BH designed, permitted, and provided construction services for a new 8 MGD WTP, with expansion capacity to 16 MGD. Design included two buildings housing pretreatment with contact time, pH adjustment, coagulation, flocculation, sedimentation, granular activated carbon filtration, UV/oxidation and disinfection, sodium hypochlorite disinfection, clearwell storage, conversion to chloramines, and high service pumping. Wastewater clarifiers, thickener, and centrifuge dewatering of solids, as well as a plant-wide SCADA system, new medium voltage power supply, and an emergency generator were also provided. Architect

**Public Administration Facility, Hanover Borough, PA.** Completed evaluation and renovation of an existing commercial office building to create a centralized municipal administration center. Work included HVAC and electrical upgrades, reconfigured office layouts, accessibility improvements, structural adjustments, security enhancements, and finish upgrades. Provided multi-discipline coordination for a full building conversion that supports modern municipal workflow needs. Experience directly aligns with renovation, system modernization, and program-driven space planning required for specialized facilities. Principal-in-Charge

## Douglas W. Graby, AIA, LEED AP Project Manager



Douglas Graby is an accomplished architect with over three decades of experience designing and managing commercial and institutional projects for both public and private clients. He has a strong track record of delivering innovative and sustainable designs that meet the unique needs of his clients. Graby's extensive portfolio includes a wide range of projects, such as healthcare facilities, educational institutions, corporate offices, and government buildings. His attention to detail, creativity, and expertise in project management have earned him a reputation as a trusted and reliable professional in the field. Graby holds a degree in Architecture from a leading university and is a licensed architect in Pennsylvania.

**Public Administration Facility, Hanover Borough, PA.** Completed evaluation and renovation of an existing commercial office building to create a centralized municipal administration center. Work included HVAC and electrical upgrades, reconfigured office layouts, accessibility improvements, structural adjustments, security enhancements, and finish upgrades. Provided multi-discipline coordination for a full building conversion that supports modern municipal workflow needs. Experience directly aligns with renovation, system modernization, and program-driven space planning required for specialized facilities. Project Manager

### Education:

Bachelor of Architecture,  
University of Tennessee -  
Knoxville

### Registrations/ Certifications:

Registered Architect: PA

### Years' Experience:

33

**Water & Wastewater Administration Building Renovation, City of Hagerstown, Hagerstown, MD.** Buchart Horn (BH) is providing design services for the renovation of the City of Hagerstown Wastewater Division's three-level Administration Facility. Work includes installation of a new elevator within an existing masonry shaft, safety system upgrades, finish improvements, and lighting updates on the main floor. The lower level will receive restroom accessibility modifications, HVAC upgrades, and select wall changes, while the unfinished upper level will be fully built out with new room layouts and complete MEP systems. The project enhances accessibility, functionality, and efficiency across all floors of the facility. Project Manager/Architect

**WWTP and Act 537 Planning, Borough of Lemoyne Municipal Authority, PA.** Sewage Facilities Planning (Act 537) preparation for collection system and WWTP BNR upgrade. Developed multiple concept design alternatives with cost estimates, modeled sewer system, and prepared report to submit to state DEP. Architect

**Hebb Road Pump Station #33 Design, City of Hagerstown, Hagerstown, MD.** BBuchart Horn Inc. was tasked by the City of Hagerstown to undertake a comprehensive project involving the replacement of Pump Station #9 (PS9) with the new Pump Station #33 (PS33), inclusive of an associated gravity sewer extension and forcemain piping. Located at the intersection of Dual Highway and Day Road, PS9 had reached the end of its useful life, boasting a buried steel enclosure configuration as a dry well/wet well station and two dry pit horizontal pumps, each with a pump capacity of approximately 265 gpm. In light of the station's existing limitations, a replacement was deemed necessary, resulting in the construction of PS33 along Hebb Road, approximately 2,500 feet west of PS9. The project's design parameters included accommodating an average daily base flow of 90,000 gpd at the existing pump station and providing PS33 with a design average daily flow capacity of 504,000 gpd or 350 gpm, in compliance with Maryland Department of the Environment (MDE) and the Ten State Standards for wastewater design. Additionally, the project involved the construction of a gravity sewer system, including a horizontal boring across Route 40 (Dual Highway), and a parallel forcemain to connect with the existing gravity sewer along Dual Highway. Architect

## Arlan Hollinger

QA/QC; Architectural Support



### Education:

Associate of Arts  
Harrisburg Area Community  
College

### Years' Experience:

36

Mr. Hollinger has more than 30 years of experience in architectural design including participation in feasibility studies, schematic design, design development, and construction documentation with a strong emphasis on construction documents. He is able to manage and coordinate the activities of consultants and work closely and coordinate with local officials to resolve issues. Mr. Hollinger has extensive experience with coordinating the bidding process and construction administration, including job meetings, submittal review, response to RFIs, review/evaluation of potential change orders, final inspections, and punch lists.

**Public Administration Facility, Hanover Borough, PA.** Completed evaluation and renovation of an existing commercial office building to create a centralized municipal administration center. Work included HVAC and electrical upgrades, reconfigured office layouts, accessibility improvements, structural adjustments, security enhancements, and finish upgrades. Provided multi-discipline coordination for a full building conversion that supports modern municipal workflow needs. Experience directly aligns with renovation, system modernization, and program-driven space planning required for specialized facilities. Designer

**Walnut Street Water Treatment Plant Expansion, Columbia Water Company, PA.** Designed the expansion of a historic treatment facility from 3.0 to 6.0 MGD, including new raw water intake and pumping, chemical feed systems, flocculation and sedimentation basins, upgraded filtration, and a creative offsite clearwell solution. Provided architectural integration within a historic district, mechanical ventilation improvements, electrical service upgrades, standby power planning, and SCADA modernization. Experience included complex renovation within constrained conditions and technical building requirements similar to laboratory environments. Designer

**Ellwood Water Treatment Plant, Pennsylvania American Water, Wampum, PA.** BH designed, permitted, and provided construction services for a new 8 MGD WTP, with expansion capacity to 16 MGD. Design included two buildings housing pretreatment with contact time, pH adjustment, coagulation, flocculation, sedimentation, granular activated carbon filtration, UV/oxidation and disinfection, sodium hypochlorite disinfection, clearwell storage, conversion to chloramines, and high service pumping. Wastewater clarifiers, thickener, and centrifuge dewatering of solids, as well as a plant-wide SCADA system, new medium voltage power supply, and an emergency generator were also provided. Designer

**Hershey, West Shore, and Silver Spring Water Treatment Plant Disinfection Improvements, PA American Water, Harrisburg, PA.** BH provided design, bidding, and construction phase services at PAWC's Hershey, Silver Spring, and West Shore water treatment plants. Work at all three plants included demolition of the existing chlorine gas facilities and replacement with bulk purchase sodium hypochlorite systems as well as the installation of post-filter UV disinfection system to meet the LT2 regulations. BH services included process design, electrical and instrumentation and control (I&C), architectural, structural, mechanical, civil, geotechnical, and surveying. Architectural Task Manager

**New Castle Water Treatment Plant LT2 Improvements, PA American Water, New Castle, PA.** Architecture and engineering services to design, bid, and provide construction phase services for the addition of ultraviolet light disinfection, a new filter and backwash pumps, and a new motor control center and emergency generator for the New Castle Water Treatment Plant. Designer

## Eric N. Trembly, PE

Water/Wastewater Consulting; Water/Wastewater Engineering



**Education:**  
Bachelor of Science  
Civil Engineering  
West Virginia Institute of  
Technology

**Registrations/  
Certifications:**  
Professional Engineer: MD,  
PA

**Years' Experience:**  
30

Eric Trembly is a seasoned Civil Engineer with over three decades of leadership in municipal and private-sector infrastructure design. Licensed in Pennsylvania and Maryland, he combines deep technical acumen in water resources with strong project management and client relationship skills. Mr. Trembly has successfully guided teams through multimillion-dollar projects, delivering large-scale water and sewer line extensions. His experience spans system upgrades, well redevelopment, and cross-disciplinary coordination with owners, contractors, and regulatory agencies. A recognized industry presenter and mentor, Mr. Trembly has led international engineering initiatives and developed innovative modeling solutions using Python and GIS integration. His approach blends technical expertise, business strategy, and collaborative leadership to advance high-performance, resilient water infrastructure systems.

**Pump Station 13, City of Hagerstown, MD.** BH was tasked by the City of Hagerstown to undertake a comprehensive project involving the replacement of Pump Station #9 (PS 9) with the new Pump Station #33 (PS 33), inclusive of an associated gravity sewer extension and forcemain piping. Located at the intersection of Dual Highway and Day Road, PS 9 had reached the end of its useful life, boasting a buried steel enclosure configuration as a dry well/wet well station and two dry pit horizontal pumps, each with a pump capacity of approximately 265 gpm. In light of the station's existing limitations, a replacement was deemed necessary, resulting in the construction of PS 33 along Hebb Road, approximately 2,500 feet west of PS9. The project's design parameters included accommodating an average daily flow of 90,000 gpd from the existing pump station and providing PS 33 with a peak daily design flow capacity of approximately 1.9 MGD or 1,370 gpm, in compliance with the Maryland Department of the Environment (MDE) and the Ten State Standards for wastewater design. Additionally, the project involved the construction of a gravity sewer system, including a horizontal boring across Route 40 (Dual Highway), and a parallel forcemain to connect with the existing gravity sewer along Dual Highway.

**East York Pump Station Rehabilitation, Springettsbury Township, York, PA.** BH completed the design for the rehabilitation of the East York Pump Station, addressing critical infrastructure needs and improving functionality for future maintenance. The project included the replacement of existing valves, actuators, and lights, and the design of a new bypass pumping arrangement to facilitate maintenance activities. Specific tasks encompassed conducting a PA 1-call to identify utilities, updating site mapping, and replacing all valves except two that were recently installed. The design integrated bypass piping to allow the use of a portable pump with discharge connections to existing upstream piping, as feasible. Additional improvements included extending site paving, painting the fuel tank and exhaust piping, renovating a closet into a small bathroom, and replumbing the pump seal water system to eliminate booster pumps. Enhancements also involved replacing louver activators, reconfiguring wet well exhaust systems, upgrading to LED lighting, installing new pipe restraints, and preparing erosion and sediment control plans. BH oversaw the bidding process, ensuring seamless project execution and alignment with client objectives.

Wastewater Treatment Plant Upgrades, Valley Forge Sewer Authority, Phoenixville, PA. TThis project is related to the design for the replacement of the existing activated carbon odor control system with a new engineered biofilter system. Engineer

## Michael Overdorff

### Architectural Support



Michael Overdorff is an Architectural Project Designer at Buchart Horn, contributing to a diverse range of public and private sector projects. He brings expertise in design development, technical analysis, and project coordination, supporting clients in municipal, institutional, and infrastructure improvements. With a keen eye for detail and a collaborative approach, Michael helps deliver functional, well-executed design solutions that align with client needs and regulatory requirements.

#### Education:

Bachelor of Architecture,  
The Pennsylvania State  
University

#### Years' Experience:

1

**FCI Loretto Fence Replacement, Federal Bureau of Prisons-Grand Prairie, Loretto, PA** BH is providing A/E services for the perimeter fence replacement at FCI Loretto, a low-security federal prison in Cambria County, PA. The existing fence, installed in 1988, has deteriorated, posing security risks. The project includes replacing 8,000 linear feet of fencing while maintaining the secure perimeter, designing a 16-zone perimeter detection system, and ensuring compliance with all relevant codes and FBOP guidelines. Additional upgrades include new sidewalks, interlocking vehicle and pedestrian gates, anti-crash barriers, heated slabs, and rooftop security enhancements. This multi-phase effort involves civil, structural, mechanical, electrical, and fire protection engineering, with final construction documents to be delivered within 210 days. Designer

**Public Administration Facility, Hanover Borough, PA.** Completed evaluation and renovation of an existing commercial office building to create a centralized municipal administration center. Work included HVAC and electrical upgrades, reconfigured office layouts, accessibility improvements, structural adjustments, security enhancements, and finish upgrades. Provided multi-discipline coordination for a full building conversion that supports modern municipal workflow needs. Experience directly aligns with renovation, system modernization, and program-driven space planning required for specialized facilities. Project Design

**Springettsbury Township Building Additions and Renovations, York, PA.** BH provided architectural design and engineering services to develop design documents for renovations and additions to the existing Township Building, including Police Department services. Electrical Engineer

**Wyomissing Area School District Athletic Facility Design, Turf, Track & Court, LLC, Hershey, PA.** Provided architectural, structural, mechanical, and electrical engineering services for the 3,600-square-foot Wyomissing Fieldhouse, featuring team rooms, restrooms, storage, and concessions. Delivered construction documents for public bidding, conducted code compliance analysis, and coordinated utilities. Supported construction with contractor inquiries, shop drawing reviews, and site visits to ensure design intent. Designer

**New Headquarters Building, Northern York County Regional Police Department, Dover, PA.** As the lead design firm, BH performed a feasibility study and concept design for the project. Based upon that study, BH has provided all the necessary architectural and interior design as well as the structural, mechanical, electrical, plumbing and site/civil engineering services for the project. This project has just recently moved into construction. BH will be providing full time construction representation and special inspection services at the request of NYCRPD. Designer

## Benjamin A. Mikesell, PLA, PE

### Civil Engineer



#### Education:

Master of Science  
Civil Engineering  
University of Texas at Arlington  
Bachelor of Landscape  
Architecture  
Landscape Architecture  
Pennsylvania State University

#### Registrations/Certifications:

Registered Landscape  
Architect: PA  
Professional Engineer: MD, PA

#### Years' Experience:

26

Since 1999, Mr. Mikesell has worked on a wide range of public and private residential, commercial, and industrial projects. He has played a role in the site development of thousands of new homes and multifamily units. In the public sector, he has worked on the planning, feasibility, and construction of water treatment facilities and distribution systems; sewer collection systems including pump stations; flood studies and storm collection, treatment, and detention/retention systems. He has also worked on public amenities including parks, trails, athletic facilities, and schools. As a landscape architect and engineer, he brings a holistic approach to design, fitting creative solutions into a pragmatic world.

**Hebb Road Pump Station #33 Design, City of Hagerstown, Hagerstown, MD.** BH was tasked by the City of Hagerstown to undertake a comprehensive project involving the replacement of Pump Station #9 (PS9) with the new Pump Station #33 (PS33), inclusive of an associated gravity sewer extension and forcemain piping. Located at the intersection of Dual Highway and Day Road, PS9 had reached the end of its useful life, boasting a buried steel enclosure configuration as a dry well/wet well station and two dry pit horizontal pumps, each with a pump capacity of approximately 265 gpm. In light of the station's existing limitations, a replacement was deemed necessary, resulting in the construction of PS33 along Hebb Road, approximately 2,500 feet west of PS9. The project's design parameters included accommodating an average daily base flow of 90,000 gpd at the existing pump station and providing PS33 with a design average daily flow capacity of 504,000 gpd or 350 gpm, in compliance with Maryland Department of the Environment (MDE) and the Ten State Standards for wastewater design. Additionally, the project involved the construction of a gravity sewer system, including a horizontal boring across Route 40 (Dual Highway), and a parallel forcemain to connect with the existing gravity sewer along Dual Highway.

**Swallow Falls State Park Water and Wastewater Systems Upgrade and Replacement, Maryland Environmental Service, Garrett County, MD.** BH provided design for complete upgrade and replacement of the water treatment and distribution and wastewater collection and treatment systems for the park.

**Hershey, West Shore, and Silver Spring Water Treatment Plant Disinfection Improvements, PA American Water, Harrisburg, PA.** BH provided design, bidding, and construction phase services at PAWC's Hershey, Silver Spring, and West Shore water treatment plants. Work at all three plants included demolition of the existing chlorine gas facilities and replacement with bulk purchase sodium hypochlorite systems as well as the installation of post-filter UV disinfection system to meet the LT2 regulations. BH services included process design, electrical and instrumentation and control (I&C), architectural, structural, mechanical, civil, geotechnical, and surveying. Environmental Engineer.

**New Castle Water Treatment Plant LT2 Improvements, PA American Water, New Castle, PA.** Architecture and engineering services to design, bid, and provide construction phase services for the addition of ultraviolet light disinfection, a new filter and backwash pumps, and a new motor control center and emergency generator for the New Castle Water Treatment Plant. Environmental Engineer

## Vincent Wayne, PE

### Civil Engineer



Mr. Wayne has more than 34 years of experience in the field of land development. He is responsible for managing projects as well as coordinating design teams. His abilities encompass all phases of land development, from conceptual design and final plan through production of construction documents. Mr. Wayne's experience includes residential, commercial, and educational site designs. His site planning experience includes designs for stormwater management, grading plans, erosion and sedimentation control plans, and site layouts.

**Walnut Street Water Treatment Plant Expansion, Columbia Water Company, PA.** Designed the expansion of a historic treatment facility from 3.0 to 6.0 MGD, including new raw water intake and pumping, chemical feed systems, flocculation and sedimentation basins, upgraded filtration, and a creative offsite clearwell solution. Provided architectural integration within a historic district, mechanical ventilation improvements, electrical service upgrades, standby power planning, and SCADA modernization. Experience included complex renovation within constrained conditions and technical building requirements similar to laboratory environments. Civil Engineer

**Ellwood Water Treatment Plant, Pennsylvania American Water, Wampum, PA.** BH designed, permitted, and provided construction services for a new 8 MGD WTP, with expansion capacity to 16 MGD. Design included two buildings housing pretreatment with contact time, pH adjustment, coagulation, flocculation, sedimentation, granular activated carbon filtration, UV/oxidation and disinfection, sodium hypochlorite disinfection, clearwell storage, conversion to chloramines, and high service pumping. Wastewater clarifiers, thickener, and centrifuge dewatering of solids, as well as a plant-wide SCADA system, new medium voltage power supply, and an emergency generator were also provided. Project Engineer

**Lower Windsor Wastewater Treatment Plant Expansion, York Water Company, Windsor, PA.** The Lower Windsor WWTP is being expanded from .0875 to .175 MGD, likely via construction of a pre-packaged extended aeration plant by another firm. BH is providing any design phase services required to complete those portions of the design not already provided or by contracted work already completed by York Water. BH will also provide a QA/QC review of all the components in the overall plant expansion and review and compare the extended aeration plant and a sequencing batch reactor design, including an order of magnitude opinion of probable cost comparison. Project Engineer

**Hershey, West Shore, and Silver Spring Water Treatment Plant Disinfection Improvements, PA American Water, Harrisburg, PA.** BH provided design, bidding, and construction phase services at PAWC's Hershey, Silver Spring, and West Shore water treatment plants. Work at all three plants included demolition of the existing chlorine gas facilities and replacement with bulk purchase sodium hypochlorite systems as well as the installation of post-filter UV disinfection system to meet the LT2 regulations. BH services included process design, electrical and instrumentation and control (I&C), architectural, structural, mechanical, civil, geotechnical, and surveying. Civil Engineer

**New Castle Water Treatment Plant LT2 Improvements, PA American Water, New Castle, PA.** Architecture and engineering services to design, bid, and provide construction phase services for the addition of ultraviolet light disinfection, a new filter and backwash pumps, and a new motor control center and emergency generator for the New Castle Water Treatment Plant. Civil Engineer

#### Education:

Bachelor of Science  
Civil Engineering  
Pennsylvania State University  
Associate of Science  
Architectural Engineering  
Technology  
Pennsylvania State University

#### Registrations/Certifications:

Professional Engineer:  
PA

#### Years' Experience:

35

#### Professional Affiliations:

Water Environment Federation  
of PA

## Patrick J. Patterson, PE

### Mechanical/Plumbing Lead



**Education:**  
Bachelor of Science,  
University of Pittsburgh,  
Johnstown

**Registrations/  
Certifications:**  
Professional Engineer, PA

**Years' Experience:**  
12

Mr. Patterson is a Mechanical Engineer-with more than 12 years of experience in designing and documenting mechanical systems. He is responsible for performing HVAC load calculations, selecting and scheduling equipment, preparing construction documents, sizing and designing plumbing, mechanical piping and ductwork systems, preparing specifications, and verifying the installation of the designs. Mr. Patterson has completed several projects pertaining to commercial office and administration, water and wastewater plants, municipal maintenance shops, and courthouses.

**Public Administration Facility, Hanover Borough, PA.** Completed evaluation and renovation of an existing commercial office building to create a centralized municipal administration center. Work included HVAC and electrical upgrades, reconfigured office layouts, accessibility improvements, structural adjustments, security enhancements, and finish upgrades. Provided multi-discipline coordination for a full building conversion that supports modern municipal workflow needs. Experience directly aligns with renovation, system modernization, and program-driven space planning required for specialized facilities. Mechanical Engineer

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**Ellwood Water Treatment Plant, Pennsylvania American Water, Wampum, PA.** BH designed, permitted, and provided construction services for a new 8 MGD WTP, with expansion capacity to 16 MGD. Design included two buildings housing pretreatment with contact time, pH adjustment, coagulation, flocculation, sedimentation, granular activated carbon filtration, UV/oxidation and disinfection, sodium hypochlorite disinfection, clearwell storage, conversion to chloramines, and high service pumping. Wastewater clarifiers, thickener, and centrifuge dewatering of solids, as well as a plant-wide SCADA system, new medium voltage power supply, and an emergency generator were also provided. Mechanical Engineer

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## Michael F. Gobrecht III

### Mechanical/Plumbing Support



#### Education:

Bachelor of Science,  
Pennsylvania State  
University, Harrisburg

Associate, YTI Career  
Institute

#### Years' Experience:

16

Mr. Gobrecht is experienced in the design of mechanical, electrical, and plumbing (MEP) building systems. His abilities encompass all phases of MEP design for projects from setting up initial meetings with clients to creating working construction bid documents. His experience ranges from initial planning of MEP systems; to creating and designing working drawings using applicable codes from IBC, IMC, IPC, IGC, IFC and NFPA; to providing final construction bid documents, working with contractors on RFIs and shop drawings, and performing a final walkthrough of the building to ensure that the client/owner gets the best product and services possible. His experience includes building systems design of higher education, K-12 schools, hospitals, prisons, industrial facilities, office buildings, automotive garages, residential townhouse complexes, and manufacturing facilities.

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## Casey L. Miller, PE

Electrical Lead



Mr. Miller has more than 15 years of experience in electrical engineering. He is responsible for designing complete electrical projects in the water/wastewater fields ranging from wells and pump stations to large water and wastewater treatment plants. He is also responsible for designing electrical systems for commercial facilities projects. Along with designing, he provides building modeling using Revit, drafting, electrical specification writing, electrical design, and construction services. He specializes in low voltage power distribution, power system analysis, lighting (including interior, exterior, and emergency), network and communication systems, process control and SCADA systems, and instrumentation.

**Public Administration Facility, Hanover Borough, PA.** Completed evaluation and renovation of an existing commercial office building to create a centralized municipal administration center. Work included HVAC and electrical upgrades, reconfigured office layouts, accessibility improvements, structural adjustments, security enhancements, and finish upgrades. Provided multi-discipline coordination for a full building conversion that supports modern municipal workflow needs. Experience directly aligns with renovation, system modernization, and program-driven space planning required for specialized facilities. Electrical Engineer

### Education:

Bachelor of Science,  
Electronics and Computer  
Engineering Technology  
Pennsylvania College of  
Technology

### Registrations/ Certifications:

Professional Engineer: DE

### Years' Experience:

15

**Water & Wastewater Administration Building Renovation, City of Hagerstown, Hagerstown, MD.** Buchart Horn (BH) is providing design services for the renovation of the City of Hagerstown Wastewater Division's three-level Administration Facility. Work includes installation of a new elevator within an existing masonry shaft, safety system upgrades, finish improvements, and lighting updates on the main floor. The lower level will receive restroom accessibility modifications, HVAC upgrades, and select wall changes, while the unfinished upper level will be fully built out with new room layouts and complete MEP systems. The project enhances accessibility, functionality, and efficiency across all floors of the facility. Electrical Engineer

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## Olivia Goebel, EIT

### Electrical Support



#### Education:

Bachelor of Science,  
Engineering,  
Elizabethtown College

#### Years' Experience:

1

Ms. Goebel is a highly capable Electrical Engineer - Intern currently studying for a bachelor's degree in engineering, with a focus in electrical engineering. She is growing her skill-sets and gaining valuable experience by providing electrical design support on multiple Architectural, Transportation, and Water Resource projects. Her affiliation with professional organizations such as the Society of Women Engineers has strengthened her motivations to become a licensed professional engineer.

**Public Administration Facility, Hanover Borough, PA.** Completed evaluation and renovation of an existing commercial office building to create a centralized municipal administration center. Work included HVAC and electrical upgrades, reconfigured office layouts, accessibility improvements, structural adjustments, security enhancements, and finish upgrades. Provided multi-discipline coordination for a full building conversion that supports modern municipal workflow needs. Electrical Support

**New Castle Water Treatment Plant LT2 Improvements, PA American Water, New Castle, PA.** Architecture and engineering services to design, bid, and provide construction phase services for the addition of ultraviolet light disinfection, a new filter and backwash pumps, and a new motor control center and emergency generator for the New Castle Water Treatment Plant. Electrical Support

**Hebb Road Pump Station #33 Design, City of Hagerstown, Hagerstown, MD.** BBuchart Horn Inc. was tasked by the City of Hagerstown to undertake a comprehensive project involving the replacement of Pump Station #9 (PS9) with the new Pump Station #33 (PS33), inclusive of an associated gravity sewer extension and forcemain piping. Located at the intersection of Dual Highway and Day Road, PS9 had reached the end of its useful life, boasting a buried steel enclosure configuration as a dry well/wet well station and two dry pit horizontal pumps, each with a pump capacity of approximately 265 gpm. In light of the station's existing limitations, a replacement was deemed necessary, resulting in the construction of PS33 along Hebb Road, approximately 2,500 feet west of PS9. The project's design parameters included accommodating an average daily base flow of 90,000 gpd at the existing pump station and providing PS33 with a design average daily flow capacity of 504,000 gpd or 350 gpm, in compliance with Maryland Department of the Environment (MDE) and the Ten State Standards for wastewater design. Additionally, the project involved the construction of a gravity sewer system, including a horizontal boring across Route 40 (Dual Highway), and a parallel forcemain to connect with the existing gravity sewer along Dual Highway. Electrical Support

**Denver Plant WWTF Design and Construction, HRI, Inc., Denver, PA.** Buchart Horn, Inc., in partnership with HRI, is delivering a Design-Build Wastewater Treatment Facility (WWTF) for a confidential client to reduce effluent Oil and Grease (FOG) concentrations below the permitted limit of 100 mg/L. The facility will treat combined sanitary and process wastewater flows averaging 39,000 gpd, with a peak of 100,000 gpd, and will incorporate the Clean Water Technologies GEM System 75 as a potential alternative to conventional DAF systems. The new WWTF will include a 67,000-gallon wet well, dual 70 gpm dry pit pumps, sludge production capability of at least 5% solids, and housing for chemical, sludge, and control equipment within a new building near the existing lift station. The building will match the client's existing architectural standards, with consideration given to CMU cavity wall or pre-engineered systems, and will comply with FM Global fire protection standards. Additional features include electrical service integration with the existing plant, SCADA connectivity, standby natural gas generator, and security measures such as video surveillance and keyed access. Electrical Support

## David W. Shirk, PE

### Environmental Lab Design; Water/Wastewater Support



Mr. Shirk has project experience with sewerage facilities evaluation and planning, sewer system design, and manhole and sewer rehabilitation and relining. His experience includes hydraulic modeling, pump station evaluation, database development, GIS development, and both GPS and conventional survey work. He has also managed the evaluation and upgrade of pump stations, wastewater treatment facilities and collection systems, production of contract documents, permit applications, and the development of Geographic Information Systems for water, wastewater and transportation infrastructure.

**Hershey, West Shore, and Silver Spring Water Treatment Plant Disinfection Improvements, PA American Water, Harrisburg, PA.** BH provided design, bidding, and construction phase services at PAWC's Hershey, Silver Spring, and West Shore water treatment plants. Work at all three plants included demolition of the existing chlorine gas facilities and replacement with bulk purchase sodium hypochlorite systems as well as the installation of post-filter UV disinfection system to meet the LT2 regulations. BH services included process design, electrical and instrumentation and control (I&C), architectural, structural, mechanical, civil, geotechnical, and surveying. Engineer

**Wastewater Treatment Plant Upgrade and Expansion, Gettysburg Municipal Authority, PA.** Gettysburg Municipal Authority expanded its wastewater treatment capacity from 2.45 to 3.0 MGD to support regional growth. The project converted aging oxidation ditches and equalization tanks into modern BNR and SBR processes, added new headworks and a 1,000 kW generator, and upgraded the plant with new 13.2 kV electrical service and a fully integrated SCADA/PCS system. BH also provided full-time construction management to keep the plant operational through construction. The improvements increased treatment capacity by 20 percent while saving costs through reuse of existing structures. Project Engineer

**Combined Pump Station Improvements, Valley Forge Sewer Authority, Phoenixville, PA.** This project includes improvements to the Valley Creek Pump Station, Pothouse Road Pump Station, and the Perkiomen Pump Station. The current assumption for the Valley Creek PS is that the existing wet well is structurally sound and that the pumps, piping, valves and valve vault will need to be replaced. The layout of the valve vault and piping for the existing flow meter may be causing unneeded head losses. The watertight vault lids, junction boxes and steel components of the system have heavy rust and are in need of replacement. The new Valley Creek pumps which have to pump against higher head conditions will likely be larger. This will require a higher input power and may require updates to the electrical service, controls, upgrade of the generator and wiring between the electrical service and pump station. The existing Pothouse Road PS has an engine driven pump placed over the wet well where a standby generator was previously installed. The engine driven pump serves as a third pump during peak flow conditions, and it is designed to pump the peak load of the PS. The Authority would like to install a permanent third pump with complete integration to the PS control system. The Perkiomen PS is located in the 100-year flood plain near the VFSA Administration Building. The PS is to be upgraded to provide an access as well as ventilation system that is above the 100-year flood plain.

#### Education:

Bachelor of Science  
Civil and Environmental  
Engineering  
Clarkson University

#### Registrations/

#### Certifications:

Professional Engineer: PA

OSHA 16-Hour Confined  
Space Operations  
(Supervisor)

OSHA 40-Hour Hazardous  
Waste Operations &  
Emergency Response/Level  
A

OSHA 8-Hour Annual  
HAZWOPER Refresher/Level  
A

#### Years' Experience:

34

#### Professional Affiliations:

Chesapeake Water  
Environment Association  
Water Environment  
Federation

## David E. Highfield, PE

### Water/Wastewater Engineering



Mr. Highfield has more than 34 years of experience as an environmental professional. His background includes design, permitting, and construction of public water and wastewater infrastructure. He has experience working for state environmental regulatory agencies in Texas and Massachusetts, giving him a strong background in environmental regulatory issues and compliance. Mr. Highfield has been responsible for the coordination and preparation of detailed construction.

**Engineer Services Pump Station #33, City of Hagerstown, MD.** BH was tasked to undertake a comprehensive project involving the replacement of Pump Station #9 (PS9) with the new Pump Station #33 (PS33), inclusive of an associated gravity sewer extension and forcemain piping. PS9 had reached the end of its useful life, with a pump capacity of approximately 265 gpm. A replacement was deemed necessary, resulting in the construction of PS33 along Hebb Road. The project's design parameters included an average daily base flow of 90,000 gpd at the existing pump station and providing PS33 with a design average daily flow capacity of 504,000 gpd or 350 gpm, in compliance with Maryland Department of the Environment (MDE) and the Ten State Standards for wastewater design.

**Conococheague Wastewater Treatment Plant Enhanced Nutrient Removal Upgrade, Washington County, MD.** The existing Conococheague Wastewater Treatment Plant underwent an Enhanced Nutrient Removal (ENR) upgrade using BioMag technology. The treatment capacity at the facility was increased to 4.5 MG. The existing Eimco Carrousel® Modified Ludzack-Ettinger (MLE) oxidation ditches were converted to a Four-Stage Bardenpho process and operate using BioMag™ technology through the addition of magnetite as ballast. The existing two clarifiers were upgraded and a third clarifier was added. New mechanical bar screens were added to the headworks building along with new screening washer/compactor units. The existing ultraviolet disinfection system were replaced with a self-cleaning system designed to handle the peak flow rate. Two centrifuges were installed in the existing solids handling building. Each centrifuge is designed to dewater 100% of the seven-day sludge production. In conjunction with design of ENR upgrades, BH also designed structural, electrical, and building mechanical modifications required to accommodate the use of the WEDECO UV system.

**Smithsburg Wastewater Treatment Plant ENR Upgrade and Expansion, Washington County, MD.** BH provided engineering services for design, bidding, and construction phases to expand the Smithsburg Wastewater Treatment Plant from .033 MGD to 0.45 MGD with an upgrade for a reduced ammonia limit and Enhanced Nutrient Removal (ENR).

**Ellwood Water Treatment Plant, Pennsylvania American Water, Wampum, PA.** BH designed, permitted, and provided construction services for a new 8 MGD WTP, with expansion capacity to 16 MGD. Design included two buildings housing pretreatment with contact time, pH adjustment, coagulation, flocculation, sedimentation, granular activated carbon filtration, UV/oxidation and disinfection, sodium hypochlorite disinfection, clearwell storage, conversion to chloramines, and high service pumping. Wastewater clarifiers, thickener, and centrifuge dewatering of solids, as well as a plant-wide SCADA system, new medium voltage power supply, and an emergency generator were also provided. Project Engineer

#### Education:

Master of Science  
Environmental Engineering  
Arizona State University

Bachelor of Science  
Mechanical Engineering  
Pennsylvania State  
University

Registrations/Certifications:  
Professional Engineer: PA,  
AZ

Years' Experience:  
34 years

## David L. Gill PE, MBA

### Water/Wastewater Engineering



Mr. Gill is a Civil Engineer in BH's Water Resources Division. He has extensive experience with project management of large- and small-dollar design and projects. He has provided site design for both commercial and residential projects, as well as wastewater treatment plant and collection systems design. In addition, his early experience includes construction inspection for water, wastewater, stormwater, and roadway construction.

**Engineer Services Pump Station #33, City of Hagerstown, MD.** BH was tasked to undertake a comprehensive project involving the replacement of Pump Station #9 (PS9) with the new Pump Station #33 (PS33), inclusive of an associated gravity sewer extension and forcemain piping. PS9 had reached the end of its useful life, with a pump capacity of approximately 265 gpm. A replacement was deemed necessary, resulting in the construction of PS33 along Hebb Road. The project's design parameters included an average daily base flow of 90,000 gpd at the existing pump station and providing PS33 with a design average daily flow capacity of 504,000 gpd or 350 gpm, in compliance with Maryland Department of the Environment (MDE) and the Ten State Standards for wastewater design. Construction Manager

#### Education:

Bachelor of Science,  
Civil Engineering,  
University of Pittsburgh

Master of Business  
Administration,  
Pennsylvania State  
University, The Capitol  
College

#### Registrations/Certifications:

Professional Engineer: MD,  
PA, NC

#### Years' Experience:

32 years

#### **Hebb Road Pump Station #33 Design, City of Hagerstown, Hagerstown,**

**MD.** Bucharth Horn Inc. was tasked by the City of Hagerstown to undertake a comprehensive project involving the replacement of Pump Station #9 (PS9) with the new Pump Station #33 (PS33), inclusive of an associated gravity sewer extension and forcemain piping. Located at the intersection of Dual Highway and Day Road, PS9 had reached the end of its useful life, boasting a buried steel enclosure configuration as a dry well/wet well station and two dry pit horizontal pumps, each with a pump capacity of approximately 265 gpm. In light of the station's existing limitations, a replacement was deemed necessary, resulting in the construction of PS33 along Hebb Road, approximately 2,500 feet west of PS9. The project's design parameters included accommodating an average daily base flow of 90,000 gpd at the existing pump station and providing PS33 with a design average daily flow capacity of 504,000 gpd or 350 gpm, in compliance with Maryland Department of the Environment (MDE) and the Ten State Standards for wastewater design. Additionally, the project involved the construction of a gravity sewer system, including a horizontal boring across Route 40 (Dual Highway), and a parallel forcemain to connect with the existing gravity sewer along Dual Highway. Construction Manager

#### **Hershey, West Shore, and Silver Spring Water Treatment Plant Disinfection**

**Improvements, PA American Water, Harrisburg, PA.** BBH provided design, bidding, and construction phase services at PAWC's Hershey, Silver Spring, and West Shore water treatment plants. BH services included process design, electrical and instrumentation and control (I&C), architectural, structural, mechanical, civil, geotechnical, and surveying. Civil Engineer

#### **Jefferson WWTP Valve Utility Building Replacement, Frederick County, MD.**

The foundation of the existing valve building has "settled", and as a result of this settling, some of the piping has failed. The flows have been temporarily diverted through bypass piping to continue operation of the WWTP. This project is to remedy this situation by replacing the existing valve building with two valve vaults. The piping and appurtenances that are contained in the existing building will be replaced with new piping and appurtenances, below grade, in a new valve vault(s). Construction Manager

## Robert G. Cramer, PE

### Structural Lead



#### Education:

Master of Business Administration  
Business Administration  
Pennsylvania State University, The Capital College

Bachelor of Science  
Civil Engineering  
Pennsylvania State University

#### Registrations/ Certifications:

Professional Engineer: PA

Years' Experience:  
37

Professional Affiliations:  
American Institute of Steel Construction

Mr. Cramer has nearly 40 years of experience in structural engineering design and project management for municipal, industrial, and institutional facilities. He has extensive experience on design-bid-build and design-build projects both as a design engineer and project manager.

**Public Administration Facility, Hanover Borough, PA.** Completed evaluation and renovation of an existing commercial office building to create a centralized municipal administration center. Work included HVAC and electrical upgrades, reconfigured office layouts, accessibility improvements, structural adjustments, security enhancements, and finish upgrades. Provided multi-discipline coordination for a full building conversion that supports modern municipal workflow needs. Experience directly aligns with renovation, system modernization, and program-driven space planning required for specialized facilities. Structural Engineer

**Water & Wastewater Administration Building Renovation, City of Hagerstown, Hagerstown, MD.** Buchart Horn (BH) is providing design services for the renovation of the City of Hagerstown Wastewater Division's three-level Administration Facility. Work includes installation of a new elevator within an existing masonry shaft, safety system upgrades, finish improvements, and lighting updates on the main floor. The lower level will receive restroom accessibility modifications, HVAC upgrades, and select wall changes, while the unfinished upper level will be fully built out with new room layouts and complete MEP systems. The project enhances accessibility, functionality, and efficiency across all floors of the facility. Structural Engineer

**Walnut Street Water Treatment Plant Expansion, Columbia Water Company, PA.** Designed the expansion of a historic treatment facility from 3.0 to 6.0 MGD, including new raw water intake and pumping, chemical feed systems, flocculation and sedimentation basins, upgraded filtration, and a creative offsite clearwell solution. Provided architectural integration within a historic district, mechanical ventilation improvements, electrical service upgrades, standby power planning, and SCADA modernization. Experience included complex renovation within constrained conditions and technical building requirements similar to laboratory environments. Structural Engineer

**Ellwood Water Treatment Plant, Pennsylvania American Water, Wampum, PA.** BH designed, permitted, and provided construction services for a new 8 MGD WTP, with expansion capacity to 16 MGD. Design included two buildings housing pretreatment with contact time, pH adjustment, coagulation, flocculation, sedimentation, granular activated carbon filtration, UV/oxidation and disinfection, sodium hypochlorite disinfection, clearwell storage, conversion to chloramines, and high service pumping. Wastewater clarifiers, thickener, and centrifuge dewatering of solids, as well as a plant-wide SCADA system, new medium voltage power supply, and an emergency generator were also provided. Structural Engineer

**Hershey, West Shore, and Silver Spring Water Treatment Plant Disinfection Improvements, PA American Water, Harrisburg, PA.** BH provided design, bidding, and construction phase services at PAWC's Hershey, Silver Spring, and West Shore water treatment plants. Work at all three plants included demolition of the existing chlorine gas facilities and replacement with bulk purchase sodium hypochlorite systems as well as the installation of post-filter UV disinfection system to meet the LT2 regulations. BH services included process design, electrical and instrumentation and control (I&C), architectural, structural, mechanical, civil, geotechnical, and surveying. QA/QC Manager

## Brent L. Bakner, CSI, CDT, CPE Specifications & Estimating



### Education:

Master of Science,  
Pennsylvania State  
University

Bachelor of Science,  
Pennsylvania State  
University

### Years' Experience:

22 years

### Professional Affiliations:

Member, Society of  
American Military Engineers

Member, American Society  
of Professional Estimators

Member, Construction  
Specification Institute

Mr. Bakner is the Specifications/Estimating Manager for BH's Technical Services Division. He has been responsible for estimating projects in the environmental and architectural disciplines. In addition, Mr. Bakner develops contract documents for bidding including procurement and contracting requirements and technical specifications for environmental and architectural items. In his current role, he is responsible for coordinating division workload, managing employees, developing and monitoring project budgets, and overall checking of specifications and estimates.

**Public Administration Facility, Hanover Borough, PA.** Completed evaluation and renovation of an existing commercial office building to create a centralized municipal administration center. Work included HVAC and electrical upgrades, reconfigured office layouts, accessibility improvements, structural adjustments, security enhancements, and finish upgrades. Provided multi-discipline coordination for a full building conversion that supports modern municipal workflow needs. Experience directly aligns with renovation, system modernization, and program-driven space planning required for specialized facilities. Estimator

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**Ellwood Water Treatment Plant, Pennsylvania American Water, Wampum, PA.** BH designed, permitted, and provided construction services for a new 8 MGD WTP, with expansion capacity to 16 MGD. Design included two buildings housing pretreatment with contact time, pH adjustment, coagulation, flocculation, sedimentation, granular activated carbon filtration, UV/oxidation and disinfection, sodium hypochlorite disinfection, clearwell storage, conversion to chloramines, and high service pumping. Wastewater clarifiers, thickener, and centrifuge dewatering of solids, as well as a plant-wide SCADA system, new medium voltage power supply, and an emergency generator were also provided. Cost Estimator

**Hershey, West Shore, and Silver Spring Water Treatment Plant Disinfection Improvements, PA American Water, Harrisburg, PA.** BH provided design, bidding, and construction phase services at PAWC's Hershey, Silver Spring, and West Shore water treatment plants. Work at all three plants included demolition of the existing chlorine gas facilities and replacement with bulk purchase sodium hypochlorite systems as well as the installation of post-filter UV disinfection system to meet the LT2 regulations. BH services included process design, electrical and instrumentation and control (I&C), architectural, structural, mechanical, civil, geotechnical, and surveying. Specifications Writer/Estimator

**New Castle Water Treatment Plant LT2 Improvements, PA American Water, New Castle, PA.** Architecture and engineering services to design, bid, and provide construction phase services for the addition of ultraviolet light disinfection, a new filter and backwash pumps, and a new motor control center and emergency generator for the New Castle Water Treatment Plant. Estimator

## Steven F. Selby

### Specifications & Estimating



**Education:**  
Associate of Specialized  
Technology, York Technical  
Institute

**Years' Experience:**  
36 years

Mr. Selby has more than 30 years of experience in the architectural field. His background includes 20-plus years of drafting and design of various types of buildings from wastewater treatment facilities to office buildings, with specialization in roofing systems analysis and design.

Mr. Selby has spent the past ten years as a Senior Specifications Writer/Estimator, writing architectural specifications and assisting with the structural specifications on any building-related projects at BH. He also provides estimating of proposed projects and in-design projects to aid in establishing construction budgets for funding and financing our client's construction projects. In addition, Mr. Selby has four years of field experience as an Owner's representative during construction, providing review and documentation of the construction process for the Owner.

**Public Administration Facility, Hanover Borough, PA.** Completed evaluation and renovation of an existing commercial office building to create a centralized municipal administration center. Work included HVAC and electrical upgrades, reconfigured office layouts, accessibility improvements, structural adjustments, security enhancements, and finish upgrades. Provided multi-discipline coordination for a full building conversion that supports modern municipal workflow needs. Experience directly aligns with renovation, system modernization, and program-driven space planning required for specialized facilities. Specifications Writer

**Springettsbury Township Building Additions and Renovations, York, PA.** BH provided architectural design and engineering services to develop design documents for renovations and additions to the existing Township Building, including Police Department services. Specifications Writer

**Walnut Street Water Treatment Plant Expansion, Columbia Water Company, PA.** Designed the expansion of a historic treatment facility from 3.0 to 6.0 MGD, including new raw water intake and pumping, chemical feed systems, flocculation and sedimentation basins, upgraded filtration, and a creative offsite clearwell solution. Provided architectural integration within a historic district, mechanical ventilation improvements, electrical service upgrades, standby power planning, and SCADA modernization. Experience included complex renovation within constrained conditions and technical building requirements similar to laboratory environments. Specifications Writer

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## Matthew D. Todaro, PE

### Construction Services



#### Education:

Bachelor of Science,  
Pennsylvania State  
University

#### Registrations/ Certifications:

Professional Engineer: PA,  
MD

#### Years' Experience:

35 years

#### Professional Affiliations:

Member, Maryland Society  
of Professional Engineers

Member, Pennsylvania  
Society of Professional  
Engineers

Member, National Society of  
Professional Engineers

Mr. Todaro has 35 years of experience as a construction manager and representative for heavy/highway, wastewater, water treatment, and building projects. He serves as an agent to the owner in managing and monitoring project materials and events; detecting or accessing problems; analyzing information and evaluating results to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems; working closely with supervisory personnel, owners, contractors, and design professionals to discuss and resolve matters such as work procedures, complaints, request for information, and construction problems; interpreting and explaining plans and contract terms to contractors, suppliers, and owner's staff; and providing knowledge of construction materials, methods, design techniques, and principles to successfully ensure projects were built within compliance of contract specifications and budget.

**Public Administration Facility, Hanover Borough, PA.** Completed evaluation and renovation of an existing commercial office building to create a centralized municipal administration center. Work included HVAC and electrical upgrades, reconfigured office layouts, accessibility improvements, structural adjustments, security enhancements, and finish upgrades. Provided multi-discipline coordination for a full building conversion that supports modern municipal workflow needs. Experience directly aligns with renovation, system modernization, and program-driven space planning required for specialized facilities. Construction Manager

**Walnut Street Water Treatment Plant Expansion, Columbia Water Company, PA.** Designed the expansion of a historic treatment facility from 3.0 to 6.0 MGD, including new raw water intake and pumping, chemical feed systems, flocculation and sedimentation basins, upgraded filtration, and a creative offsite clearwell solution. Provided architectural integration within a historic district, mechanical ventilation improvements, electrical service upgrades, standby power planning, and SCADA modernization. Experience included complex renovation within constrained conditions and technical building requirements similar to laboratory environments. Construction Manager

**Ellwood Water Treatment Plant, Pennsylvania American Water, Wampum, PA.** BH designed, permitted, and provided construction services for a new 8 MGD WTP, with expansion capacity to 16 MGD. Design included two buildings housing pretreatment with contact time, pH adjustment, coagulation, flocculation, sedimentation, granular activated carbon filtration, UV/oxidation and disinfection, sodium hypochlorite disinfection, clearwell storage, conversion to chloramines, and high service pumping. Wastewater clarifiers, thickener, and centrifuge dewatering of solids, as well as a plant-wide SCADA system, new medium voltage power supply, and an emergency generator were also provided. Construction Manager

**Hershey, West Shore, and Silver Spring Water Treatment Plant Disinfection Improvements, PA American Water, Harrisburg, PA.** BH provided design, bidding, and construction phase services at PAWC's Hershey, Silver Spring, and West Shore water treatment plants. Work at all three plants included demolition of the existing chlorine gas facilities and replacement with bulk purchase sodium hypochlorite systems as well as the installation of post-filter UV disinfection system to meet the LT2 regulations. BH services included process design, electrical and instrumentation and control (I&C), architectural, structural, mechanical, civil, geotechnical, and surveying. Construction Manager



## TAB 3: PROJECT SCHEDULE

# Project Schedule



## Preliminary Project Schedule

City issues Contractual Agreement	February 1, 2026
Needs Study / Submission	March 2026
50% Design Services Submission	May 2026
Owner Review/Comments	May 2026
100% Design Services Submission	July 2026
Owner Approval	July 2026
Submission for Building Permit	July 2026
BHA incorporates permit review comments into Bidding Documents	August 2026
Out to Bid	August - September 2026
Notice to Proceed Issued to Contractors	October 2026
Substantial Completion	April 2027
Final Punchlist Inspections	May 2027

# Current / Future Project Workload (next 12 months)

**Buchart Horn - (7) Key Personnel assigned to this project are reflected below in hours per month**

Scott Loercher, Douglas Graby, Ben Mikesell, Rob Cramer, Patrick Patterson, Casey Miller, David Shirk

BH Project Name	start	end	# Team	Actual hours/month of (7) key personnel												
				1120	1120	1232	1232	1120	1232	1232	1176	1176	1232	1064	1120	1120
				Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27
Hagerstown W&WW Env. Lab	Feb-26	May-27														
S.F. Stat Park Culvert Replacement	ongoing	May-26	1	16	8	16	16									
H.I. Flood Study	ongoing	Jan-26	1	16												
F.N.B. Trail Study	Mar-26	Apr-26	1			70	70									
C. Greenway design	ongoing	Dec-26	1	16	24	40	24	40	40	40	16	16	16	16	16	
W.B. Trail design	ongoing	Oct-26	1	40	40	8	8	8	40	40			16			
W.O. City Revitalization	ongoing	Dec-26	1	32	40	16	32	32	32	32	16				16	
W.M. Bridge Replacement		Jun-26		32				40	8							
N.R. Police New Headquarters	ongoing	Nov-26	2	32	48	48	32	16	16	16	16	16	16	16		
P.T. New Fire Station	ongoing	Aug-26	4	48	48	120	120	120	120	120	120	8				
L.T. Public Works	ongoing	Mar-27	3	120	120	16	16	16	16	16	16	16	16	16	16	16
Union Apartments	ongoing	Feb-27	2	16	16	16	16	16	16	16	16	8	8	8	8	8
Energy Innovations Campus	ongoing	Feb-27	2	32	32	32	16	16	16	16	16	16	16	16	16	16
Y.C. Competency Restoration	ongoing	Nov-26	2	24	24	24	24	24	24	8	8	8	8	8		
H.B. Public Safety Building	ongoing	Jun-27	3	40	40	40	16	16	16	16	16	16	16	16	16	16
W.Y. Stadium upgrades	Mar-26	May-28	3			40	40	40	40	40	40	40	40	40	40	40
FCI Loretto	ongoing	Aug-26	2	12	12	12	12	12	12	12						
FCI McKean	ongoing	Aug-26	2	12	12	12	12	12	12	12						
R. Public Safety Building	ongoing	Jun-26	2	24	16	8	8	8	8							
R. Fire Museum Elevator	ongoing	Mar-26	2	8	8	8										
R. Police New K-9 Building	ongoing	Mar-26	1	40	40	40										
S. Manufacturing Addition	ongoing	Jun-26	2	24	24	40	40	60	80							
Sales / not project related	ongoing	ongoing	4	64	64	64	64	64	64	64	64	64	64	64	64	64
Susquehanna WTP	ongoing	Jun-27	3	60	60	60	60	60	60	60	60	60	60	60	60	60
Conewago WTP	ongoing	Jun-27	3	64	64	64	64	16	16	16	16	16	16	16	16	16
MCA WWTP	ongoing	Aug-26	3	60	60	60	60	60	60	60	60					
Columbia Generator Project	ongoing	Nov-26	2	40	40	40	40	40	40	40	40	40	40	40		
Electrical Project (undisclosed client)	ongoing	Feb-26	1	48	40											
Delran Ozone Generator	ongoing	Mar-26	1	40	40	20										
D.T. Locust Road Water Tank	ongoing	tbd	1	24	24	24	24	24	8	8	8					
E.B. WWTP Expansion	ongoing	Mar-26	1	12	12	12										
F. Booster Pum Stations	Jan-26	tbd	2	24	24	16	8	8	8	8						
Y.W.C. Eagle View Water Main	ongoing	tbd	2	24	24	24	24									
P.S.D. Generator	ongoing	May-26	1	16	8	16	8	16								
Watress WTP Project	ongoing	Apr-26	1	8	8	8	8									
S.PennDOT Mill Creek Interceptor	ongoing	tbd	2	16	8	8	8									
S.T. Park	ongoing	Jul-26	1	8	8	8	8	8	8	8						



## TAB 4: OMISSIONS AND ERRORS

# Omissions and Errors



Buchart Horn maintains a proactive, quality-focused process for identifying, preventing, and resolving architectural and engineering omissions or errors. Our work for municipal and utility clients across Pennsylvania, Maryland, and surrounding states has strengthened a structured QA and QC program that guides each phase of planning, design, and construction.

## Prevention Through Multi-Layered Quality Control

Our internal procedures follow a disciplined technical review workflow. Each design package undergoes independent QA reviews and detailed QC checks by senior staff who are not directly involved in the day-to-day design. These reviews verify accuracy, coordination, regulatory compliance, constructability, and clarity before documents are issued. For specialized work that requires interdisciplinary involvement, our architects and engineers perform cross-discipline checks, reducing conflicts and omissions.

## Addressing Issues in Past Projects

When omissions or errors have occurred on previous projects, we resolved them quickly, transparently, and with minimal impact to the client. In every circumstance, we accepted responsibility, evaluated the issue promptly, corrected the design or documentation, and worked with the contractor to keep the project on schedule. This commitment to accountability has been a key reason why cities such as Hagerstown, Reading, Hanover, Lock Haven, and Springettsbury Township have continued to rely on our team under long-term on-call contracts.

## Approach for This Project

For the Water and Wastewater Environmental Laboratory Renovation project, we will apply the same rigorous practices:

- Independent QA review prior to each project milestone, including the Needs Study, Design Development, Construction Documents, and Addenda.
- A structured internal checklist that addresses architectural, laboratory, MEP, structural, accessibility, and code-related components. Cross-discipline design coordination to eliminate conflicts between architectural layouts, laboratory casework, mechanical systems, electrical distribution, and process-related utilities.
- Immediate investigation and resolution of any identified omissions or errors, followed by corrective documentation at no cost to the City.
- Close communication during construction to address unforeseen conditions in a timely and collaborative manner.

Our goal is to provide complete, coordinated, and buildable documents that prevent disruptions and protect the City's investment.



## TAB 5: PROJECT RISKS



## Anticipated Risks, Probability, Impact, and Mitigation Strategy

Based on our experience with municipal laboratories, wastewater facilities, and building renovations, we anticipate several risks that have the potential to affect cost, schedule, or construction processes. The following outlines each key risk, its likelihood, potential impact, and our planned approach for managing each one.

### 1. Existing Building Conditions

**Probability:** Moderate

**Impact:** Moderate to High

**Description:** Renovations within an existing pre-engineered building typically brings with it the constraints of structural components that were originally designed to minimums for structural live loads and do not meet today's adopted building codes.

**Mitigation:**

- Conduct detailed field verification early in the project.
- Coordinate with facility staff to identify known issues and hidden constraints.
- Include investigative allowances within the design schedule for exploratory openings, if required.
- Prepare adaptable design solutions that accommodate variations in existing conditions.

### 2. Supply-Chain Delays for Laboratory-Grade Equipment and Specialty Materials

**Probability:** Moderate

**Impact:** Moderate

**Description:** Casework, fume hoods, process piping materials, and specialized ventilation equipment often carry longer lead times.

**Mitigation:**

- Identify long-lead items during design development.
- Recommend early procurement strategies for time-critical components.
- Specify multiple acceptable manufacturers to provide flexibility during bidding.

---

### 3. Coordination of Architecture and MEP Systems in Constrained Spaces

**Probability:** Moderate

**Impact:** Moderate

**Description:** Laboratory environments require precise coordination among casework, HVAC systems, electrical distribution, plumbing connections, and safety systems.

**Mitigation:**

- Use 3D modeling to identify conflicts before documents are issued.
- Hold interdisciplinary coordination meetings at each design milestone.
- Provide clearly dimensioned installation details to support accurate bidding and construction.

### 4. Cost Escalation for Construction and Specialty Systems

**Probability:** Moderate

**Impact:** Moderate

**Description:** Market conditions may affect the cost of mechanical upgrades, laboratory equipment, and material procurement.

**Mitigation:**

- Provide updated cost opinions at appropriate times.
- Evaluate material and system alternatives that maintain performance while controlling costs.
- Include additive and deductive bid alternates, giving the City flexibility at bidding time.

### 5. Permitting and Code Compliance Requirements

**Probability:** Low to Moderate

**Impact:** Moderate

**Description:** Changes in building codes, ventilation requirements, chemical storage regulations, or environmental rules may influence final design.

**Mitigation:**

- Maintain proactive communication with code officials and regulatory agencies.
- Incorporate requirements early, especially for chemical storage, ventilation, and accessibility.
- Conduct code reviews at each design stage.

### 6. Chemical Handling and Safety Considerations

**Probability:** Low to Moderate

**Impact:** High

**Description:** The laboratory uses various acids, solvents, reagents, and corrosive chemicals (as outlined in the City's chemical inventory). Improper layout or ventilation could compromise safety.

**Mitigation:**

- Design ventilation and storage systems that comply with current laboratory safety standards.
- Incorporate proper segregation, fume hood placement, and emergency wash equipment.
- Coordinate with laboratory staff to validate workflows and handling procedures.



## TAB 6: REQUIRED FORMS

Proposal No. P1865.26

Water and Wastewater Environmental Laboratory Engineering and Design Services Bid Submittal Form

**APPENDIX B - BID SUBMITTAL FORM**

Company Name: Buchart Horn

Laboratory Renovation Proposed Cost Breakdown:

Total Fee for Laboratory Renovation Study Services	Lump Sum	\$ 17,100
Total Fee for Laboratory Renovation Design Services	Lump Sum	\$ 95,000
Total Fee for Laboratory Renovation Bidding and Bid Review Services	Lump Sum	\$ 15,200***
Total Fee for Laboratory Renovation Construction Inspection Services (all phases)	Lump Sum	\$ 10,800*
Total Fee for Laboratory Renovation Construction Management Services	Lump Sum	\$ 9,900**
Hourly Rate for Firm Team Member for Services	Hourly	\$ 161.75

**Low Bid will be based on the sum of all Lump Sum Bid Items.**

**Proposal Lump Sum Total:** \$ 148,000

Respondent must score 80% or higher on the combined Evaluation Criteria to be Considered responsive.

The City will assign a maximum score of 20 points to the overall hourly rate (calculated by dividing the Proposal Lump Sum Total by the Consultant Total Hours as required in Section 8.0 Proposal Content and Instructions (Tab 3)). Respondent must score 75% or higher to be considered responsive. Please See General Condition 19. Reservation.

Douglas Graby, Project Manager  
445 West Philadelphia Street

NAME/TITLE ADDRESS

York, PA 17401

CITY/STATE/ZIP

717-852-1482

PHONE NUMBER

dgraby@bucharthorn.com

EMAIL

Clarifications for lump sum amounts above:  
\* Construction Inspection Services lump sum is based on a total of 65 hours.  
\*\* Construction Management Services lump sum is based on a total of 60 hours.  
\*\*\* Bidding and Bid Review Services lump sum is based on a total of 90 hours.

Proposal No. P1865.26  
Water and Wastewater Environmental Laboratory Engineering and Design Services  
Bid Submittal Form

**AFFIRMATION REGARDING COLLUSION**

I AFFIRM THAT:

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

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

**AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM:

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

BIDDER'S COMPANY/FIRM: Buchart Horn

ADDRESS: The Russell E. Horn Building, 445 West Philadelphia Street, York, PA 17401

AUTHORIZED SIGNATURE:  \_\_\_\_\_

NAME AND TITLE PRINTED: W. Scott Loercher, AIA, NCARB, Principal-in-Charge;  
Vice President of Architecture

TELEPHONE & FAX NUMBER: (T) 717-852-1510; (F) 717-852-1401

EMAIL: sloercher@bucharthorn.com

DATE: 12/11/25 FEDERAL EMPLOYER'S IDENTIFICATION NO. 23-1498326

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

Yes                       No

Proposal No. P1865.26  
Water and Wastewater Environmental Laboratory Engineering and Design Services  
Bid Submittal Form

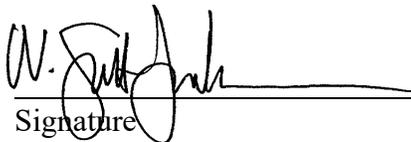
**Notice: Bid Information Subject to Inspection Under Maryland’s Public Information Act**

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

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

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

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

 \_\_\_\_\_ 12/11/25  
Signature Date

Buchart Horn  
Company Name



TAB 7: ADDENDA

**PROPOSAL NO. P1865.26  
ADDENDUM NO. I  
CITY OF HAGERSTOWN  
HAGERSTOWN, MARYLAND  
Water and Wastewater Environmental Laboratory Engineering and Design Services**

**Date: Thursday, November 13, 2025**

**Bids Due: Friday, December 19, 2025 at 2:00 P.M.**

To Bidders:

This Addendum is hereby made a part of the Contract Documents on which all bids will be based and is issued to clarify the original documents.

Please acknowledge receipt of this Addendum at the appropriate space on the bid form by inserting its number and date. This Addendum consists of one (1) page. This Addendum forms a part of the contract Documents as it supplements and/or modifies as follows:

**ADDENDUM I – DUE DATE CHANGE**

**Proposal No. P1865.26 Water and Wastewater Environmental Laboratory Engineering and Design Services**

The attention to bidders submitting proposals for the above project is called to the following addendum that contains responses to all questions submitted by the prospective bidders. The items set forth herein, whether of omission, addition, substitution or clarifications are all to be included in and form part of the proposal submitted. This addendum shall take precedence or provide clarification.

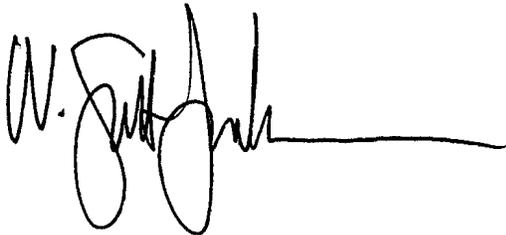
All questions are sorted numerically as received from bidders and the response provided follows directly after each question submitted.

The above-mentioned Addendum follows.

**DUE DATE CHANGE:**

The due date for this RFP has been extended to Friday, December 19, 2025 at 2:00 PM.

Tyler French, Procurement Administrator  
City of Hagerstown

A handwritten signature in black ink, appearing to read 'Tyler French', with a long horizontal line extending to the right.

**PROPOSAL NO. P1865.26  
ADDENDUM NO. II  
CITY OF HAGERSTOWN  
HAGERSTOWN, MARYLAND  
Water and Wastewater Environmental Laboratory Engineering and Design Services**

**Date: Monday, November 17, 2025**

**Bids Due: Friday, December 19, 2025 at 2:00 P.M.**

To Bidders:

This Addendum is hereby made a part of the Contract Documents on which all bids will be based and is issued to clarify the original documents.

Please acknowledge receipt of this Addendum at the appropriate space on the bid form by inserting its number and date. This Addendum consists of one (1) page. This Addendum forms a part of the contract Documents as it supplements and/or modifies as follows:

**ADDENDUM II – QUESTION DEADLINE CHANGE**

**Proposal No. P1865.26 Water and Wastewater Environmental Laboratory Engineering and Design Services**

The attention to bidders submitting proposals for the above project is called to the following addendum that contains responses to all questions submitted by the prospective bidders. The items set forth herein, whether of omission, addition, substitution or clarifications are all to be included in and form part of the proposal submitted. This addendum shall take precedence or provide clarification.

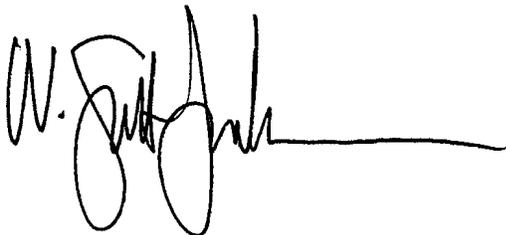
All questions are sorted numerically as received from bidders and the response provided follows directly after each question submitted.

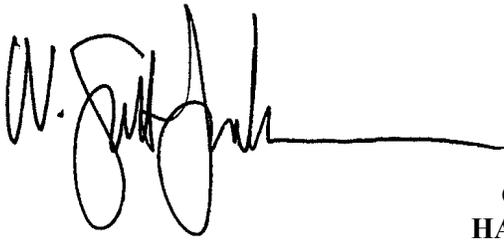
The above-mentioned Addendum follows.

**QUESTION DEADLINE CHANGE:**

The question deadline for this RFP has been extended to Wednesday, November 26, 2025 at 3:00 PM.

Tyler French, Procurement Administrator  
City of Hagerstown

A handwritten signature in black ink, appearing to read 'Tyler French', with a long horizontal line extending to the right.



**PROPOSAL NO. P1865.26  
ADDENDUM NO. III  
CITY OF HAGERSTOWN  
HAGERSTOWN, MARYLAND**

**Water and Wastewater Environmental Laboratory Engineering and Design Services**

**Date: Wednesday, November 26, 2025**

**Bids Due: Friday, December 19, 2025 at 2:00 P.M.**

To Bidders:

This Addendum is hereby made a part of the Contract Documents on which all bids will be based and is issued to clarify the original documents.

Please acknowledge receipt of this Addendum at the appropriate space on the bid form by inserting its number and date. This Addendum consists of seven (7) pages. This Addendum forms a part of the contract Documents as it supplements and/or modifies as follows:

**ADDENDUM III – QUESTIONS AND ANSWERS**

**PROPOSAL NO. P1865.26 WATER AND WASTEWATER ENVIRONMENTAL LABORATORY  
ENGINEERING AND DESIGN SERVICES**

The attention to bidders submitting proposals for the above project is called to the following addendum that contains responses to all questions submitted by the prospective bidders. The items set forth herein, whether of omission, addition, substitution or clarifications are all to be included in and form part of the proposal submitted. This addendum shall take precedence or provide clarification.

All questions are sorted numerically as received from bidders and the response provided follows directly after each question submitted.

The above-mentioned Addendum follows.

**QUESTIONS AND ANSWERS:**

Q1. Will the State lab Certification process be included under the A/E scope of services (third party required)?

A1.No, the City will be responsible for acquiring State Certification.

Q2.Will the monthly site progress meetings for all phases for work be virtual or in person?

A2. In person. Virtual meetings can be accommodated on an as needed basis at the City’s discretion.

Q3. Is there a construction budget and if so can it be shared?

A3. The successful consultant will prepare the construction estimate once the design is completed

Q4. Shall any hazmat testing to be included in the A/E proposal?

A4. We do not anticipate a need for hazmat testing. Should this be required as the design moves forward, the City will request a cost proposal from the successful consultant

Q5. Page 18 of the RFP “Items provided by the City” states that a conceptual lab layout will be provided. Can you please confirm or is the A/E to develop and provide this as a part of their scope?

A5. The A/E is to develop and provide this as a part of their scope

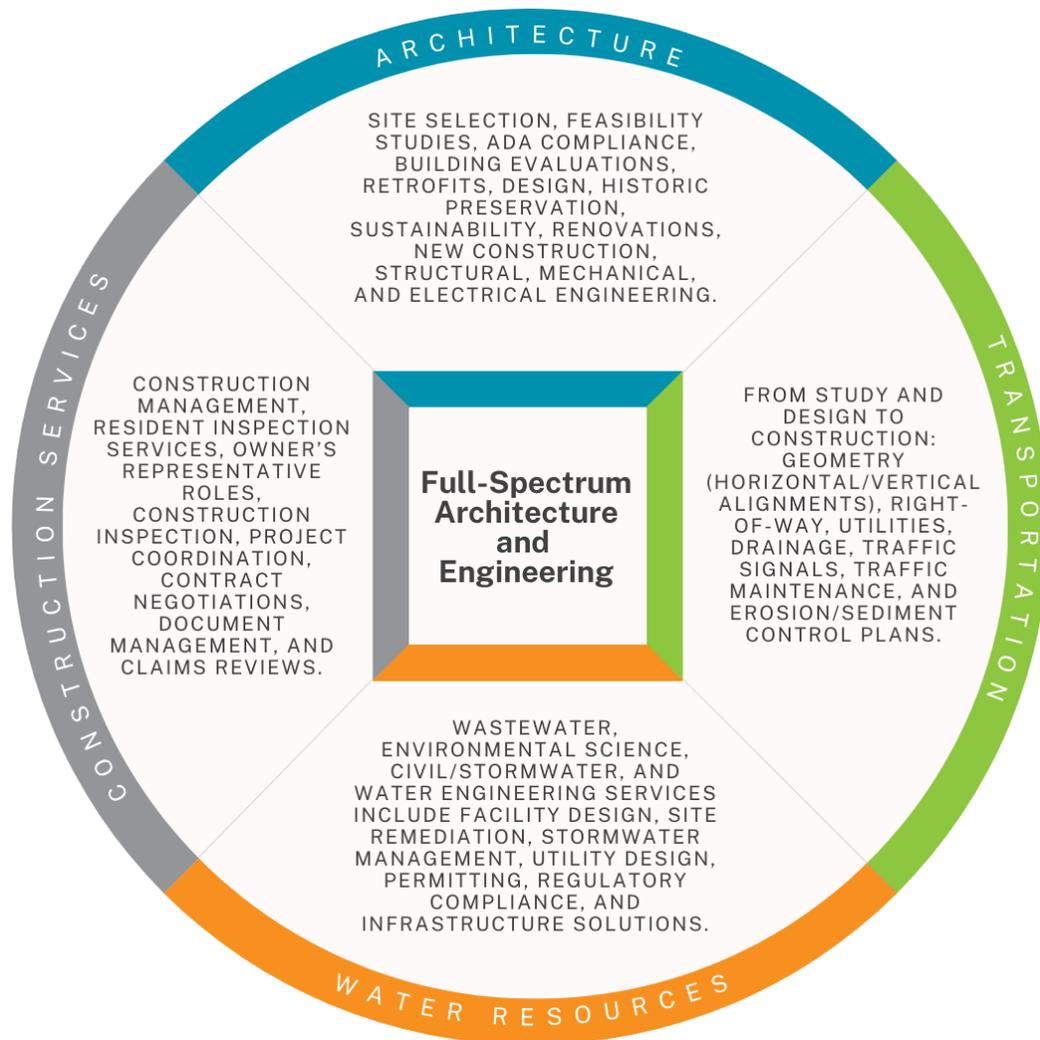


## TAB 8: OTHER SERVICES

# Firm Qualifications

## Full-Service Capability

We are a full-service engineering and architecture firm that boasts a wide range of in-house experts in various disciplines, including civil, electrical, mechanical, and structural engineering, as well as construction, environmental, transportation, and architectural services. Our staff is comprised of nearly 160 professionals, with more than 100 licensed in their respective disciplines. Our firm includes licensed professional engineers, architects, landscape architects, CADD designers, cost estimators, construction managers, environmental scientists, and geologists.



# Firm Qualifications

A full-service international engineering and architectural firm, BH was founded in 1945 by friends Clair S. Buchart, AIA, and Russell E. Horn, PE. BH was one of the first professional consulting companies to combine engineering and architecture under one roof. That innovation was fueled by a simple premise: it was better for clients if engineers and architects would cooperate rather than compete on projects. Simple ideas are often the most powerful; today the firm's professional and support personnel serve local, state, and federal government clients around the world.

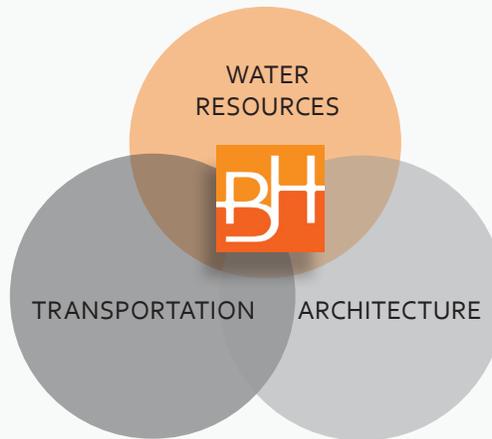
Our professional design services focus on three crucial areas essential to every community: Environmental (water and wastewater treatment systems and strategies to protect and improve our natural environment); Transportation (roads, highways, and bridges); and Architecture (designing the buildings where we live, work, learn, and play).

By designing and shaping infrastructure for the future, BH promotes safe travel, protects the environment, safeguards drinking water, enhances local commerce and recreation, and creates attractive surroundings, thereby strengthening our communities.

## With 3 Disciplines to Better Serve our Clients



**Nearly 160 Staff**



**11 Offices in 7 States and Germany**



Buchart Horn focuses on all environmental facets associated with the complexities of water, including:

- Water
- Wastewater
- Stormwater
- Groundwater

Our professionals are well versed and experienced in regulatory compliance for systems and facilities of all types, with lessons learned from a diverse array of international experience.



What has made Buchart Horn unique is having our architects and engineers work side by side on projects, resulting in

delivering projects on time and budget. We have designed and administered the construction of facilities for more than 1,000 clients, offering complete architectural design capabilities to public and private education, public works, safety, transportation, industrial, and commercial clients.

- Planning and Feasibility
- Renovation, Adaptive Reuse
- New Build
- MEP, Structural, Envelope



Buchart Horn offers transportation planning and engineering expertise throughout the eastern and southeastern United States.

- Highways
- Bridges
- Aviation
- Traffic
- Lighting

Our team has extensive experience in transportation engineering and stays up-to-date with transportation standards, guidelines, and criteria. We work with the latest resources and technology.

# Firm Qualifications



Safe drinking water is a requirement, not an option. BH engineers safeguard the water that flows from our kitchen faucets by protecting our water at its source – the groundwater aquifer, wells, reservoirs, rivers, and streams. Development of any kind affects water quality: Septic systems must be maintained and their contents treated off site. Stormwater runoff has to be controlled. Treatment plants take in waste and release water that doesn't degrade our streams and rivers. There's a lot of engineering in a glass of water.

Our professional staff specializes in, planning, analysis, design, and construction services

- Water master plans
- Wastewater collection/treatment systems
- Water treatment/distribution/storage systems
- Process design
- Pumping system and station design
- Water transmission design
- Maintenance and inspection
- Water distribution modeling
- Water quality analysis
- Water supply well design
- Electrical engineering
- Instrumentation (SCADA), telemetering, and controls
- Regulatory assistance
- Process analysis
- Vulnerability analysis
- Safety and security analysis
- Phosphorus removal
- Raw water intakes
- Sludge management and disposal
- Pressure sewers
- Environmental assessments and impact studies
- Public utility commission interface
- Energy optimization
- Economic and financial feasibility studies
- Preparation of rate studies, rate structure design
- Valuation studies
- Cost of service allocation studies
- Consumer consumption analysis
- Wetlands delineation and permit applications
- Zoning/subdivision ordinances
- Operations training seminars and workshops
- Operating services
- Municipal retainer services
- Aquaculture/fish hatcheries
- Expert testimony on rate issues
- Federal and state grant application support

## Water Services

BH has a strong history of providing engineering services to the water industry. We take pride in helping our clients develop solutions to their needs, with a common goal of providing high quality drinking water to customers in the most efficient manner possible. Our experience includes:



### Transmission and Distribution Systems

BH has successfully designed thousands of miles of piping systems of all sizes and materials. Computer technology has enhanced the capability to design, evaluate, and manage water distribution systems. Our firm is experienced with all the latest cutting-edge technology and software packages for modeling and GIS.



### Treatment Facilities

Experienced engineers and process designers at BH have completed treatment studies, renovated and upgraded existing water plants, and designed completely new state-of-the-art facilities using conventional and advanced technologies such as granular activated carbon, membrane filtration, and ultraviolet disinfection. BH has also designed solids handling facilities to dewater sludges for beneficial re-use and treat backwash wastewaters for recycle. Whether the source is groundwater, surface water, or a combination of sources, our full-service staff can take a project from the study phase through design, construction, and operations.



### Pumping Stations & Water Supply Wells

Our firm has designed water pumping facilities, both variable speed and constant speed, for pumping rates ranging from a few hundred gallons per minute up to 40 MGD. Whether to boost pressures in the distribution system, supply raw water to a treatment facility from a surface water source, or pump finished water, BH carefully reviews and analyzes all conditions to ensure smooth and efficient operations. Our staff of engineers and geologists have also helped clients locate, drill, test, and develop new water supply wells with pumping capacities ranging from a 20 gpm to over 2,400 gpm.



### Storage Facilities

BH's experience with designing ground and elevated storage tanks includes welded steel tanks, precast concrete, post-tensioned, wire wound, cast-in-place concrete, and bolted steel tanks. The sizes have ranged from 100,000 gallons to 15 million gallons. Our firm has also performed evaluations of aging reservoirs and designed covers or other aesthetic solutions to regulatory requirements.

## Water Experience

Our water engineering experience is extensive and the services we have provided to clients varies. Below is a sampling of some of our recent clients and the needs we've addressed:

Client	Treatment	Disinfection	Advanced Treatment	Membrane Treatment	Storage	Distribution	Pumping Station	SCADA	CM/CA	Vulnerability	Planning	GIS	Operations	Facilities
Anne Arundel County, MD					✓		✓		✓					✓
Atlantic City Municipal Utilities Authority, NJ	✓	✓			✓	✓	✓		✓		✓			✓
Baltimore County, MD		✓	✓		✓	✓	✓	✓	✓			✓		✓
Bonneauville Borough, PA	✓	✓			✓	✓	✓		✓					
Columbia Water Company, PA	✓	✓					✓							✓
Gettysburg Municipal Authority, PA	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
James City Service Authority, VA	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓		✓
Guildford Water Authority, PA	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Maryland Environmental Services, MD	✓	✓			✓	✓	✓		✓					✓
PA American Water	✓	✓			✓	✓	✓	✓	✓	✓				✓
Pittsburgh Water and Sewer Authority, PA							✓			✓	✓			✓
Oakland Public Service District, WV		✓			✓	✓					✓			
New Freedom Water Authority, PA	✓	✓			✓	✓	✓	✓	✓					
VA American Water							✓	✓						
Washington Suburban Sanitary Commission, MD					✓	✓	✓	✓	✓					✓
Williamsport Municipal Water Authority, PA	✓	✓			✓	✓	✓	✓	✓					
York Water Company, PA	✓		✓		✓	✓	✓	✓	✓	✓				✓
West Virginia DEP											✓			
Town of Smithfield, VA	✓			✓								✓		
Town of Collierville, TN					✓						✓	✓		
NJ American Water	✓	✓			✓	✓	✓	✓	✓					✓
Hellertown Borough Authority, PA	✓	✓			✓	✓	✓				✓		✓	

## Wastewater Services

BH provides a variety of wastewater services for clients throughout the United States. Our hands-on approach and knowledge enables our firm to clearly understand your needs and present viable options to meet those needs. Our planning, design, construction administration, and start-up experience includes:



### Studies/Sewage Facilities Planning

BH has extensive experience in performing studies, including existing condition evaluations and future needs assessments, infiltration and inflow studies, rate studies, vulnerability assessments, treatment studies, energy reduction and sustainability, conveyance and collection systems studies, and BNR studies and piloting.



### Collection Systems and Modeling

Our experience includes conventional gravity collection, small diameter gravity sewers, septic tank effluent sewers, vacuum sewers, low-pressure sewers, grinders, and force mains. We have designed innovative diversion chambers and separated combined storm and sanitary sewers. We have also modeled numerous collection system networks for existing system evaluation as well as infiltration and inflow assessment and system capacity analysis.



### Treatment Facilities

We have designed new treatment facilities and facility upgrades ranging from 0.1 to 200 MGD. Our experience includes industrial wastewater, biological nutrient removal, process modeling, disinfection, solids handling, energy management, odor mitigation, and green technologies for sustainability.



### Biosolids Handling

BH provides pilot testing, design, bid, and construction phase services for the storage, processing, and disposal/beneficial reuse of biosolids. Our experience includes centrifuge and filter press dewatering, heat drying, storage, egg-shaped digesters, land application, and odor control. BH also assists clients in establishing contracts with beneficial reuse firms ensuring code compliance.



### Pump Stations

We have designed hundreds of pump stations with attention to the smallest detail of the equipment, instrumentation, and controls. Our pump station designs not only meet your system needs but also facilitate future maintenance and address your aesthetic needs, often disguised to fit in with the surrounding buildings or landscape



### SCADA

Our team has designed hardware and software platforms for many facilities. This technology enables process information to be collected, shared, and managed across the entire system. Remote monitoring and control can be integrated to increase the level of automation.

## Wastewater Experience

Our extensive and varied experience in wastewater engineering includes:

	CAPACITY (MGD)	DESIGN	CONSTRUCTION	PLANNING	MODELING	NUTRIENT REMOVAL	PROCESS EVALUATION/STUDY	OPERATIONS ASSISTANCE	REGULATORY COMPLIANCE	PRELIMINARY TREATMENT	PRIMARY TREATMENT	ACTIVATED SLUDGE	COST ESTIMATING	DISINFECTION	DIGESTION	DEWATERING	PUMP STATION	BIOSOLIDS	FINANCIAL ASSISTANCE	COLLECTION/ CONVEYANCE	INSTRUMENTATION/POWER SCADA	
City of Baltimore DPW, MD	173	✓	✓			✓	✓					✓	✓		✓			✓				✓
Anne Arundel County, MD	20			✓	SG	✓							✓			✓	✓					✓
City of Hagerstown Water Pollution, MD	8	✓	✓				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓
Frederick County DPW, MD	6	✓	✓			✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓				✓
Broadneck, Anne Arundel County, MD	6	✓	✓			✓	✓				✓	✓	✓	✓	✓	✓	✓	✓				✓
Patuxent, WSSC, MD	6	✓	✓			✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓					✓
Conococheague, Washington County, MD*	4.5	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
New Maryland City, AACo, MD	2.5	✓	✓			✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓					✓
Broadwater, AACo, MD	2	✓	✓			✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓
Town of Chestertown, MD	0.9	✓	✓			✓	✓			✓	✓	✓	✓	✓				✓				✓
Town of Denton, MD	0.8	✓	✓			✓	✓		✓	✓	✓	✓	✓	✓	✓		✓	✓				✓
Frederick Co. Sanitation Authority, VA	3.5	✓	✓	✓	SG								✓				✓					✓
City of Mount Hope, WV*	0.3	✓	✓				✓			✓	✓	✓	✓	✓								
		<i>*new or complete replacement</i>			<i>SG=Sewer Gems Modeling</i>				<i>SW=XP-SWMM and EPA SWMM Modeling</i>													

	CAPACITY (MGD)	DESIGN	CONSTRUCTION	PLANNING	MODELING	NUTRIENT REMOVAL	PROCESS EVALUATION/STUDY	OPERATIONS ASSISTANCE	REGULATORY COMPLIANCE	PRELIMINARY TREATMENT	PRIMARY TREATMENT	ACTIVATED SLUDGE	COST ESTIMATING	DISINFECTION	DIGESTION	DEWATERING	PUMP STATION	BIOSOLIDS	FINANCIAL ASSISTANCE	COLLECTION/ CONVEYANCE	INSTRUMENTATION/POWER SCADA	
Camden County MUA, NJ	58	✓	✓	✓									✓				✓					
Hamilton Township, NJ	12	✓	✓	✓	✓		✓		✓				✓	✓	✓						✓	✓
City of Camden, NJ	10		✓										✓									
Atlantic City Sewerage Company, NJ	6	✓	✓	✓									✓				✓					✓
Cape May County MUA, NJ	10	✓	✓	✓									✓				✓				✓	✓
Bernards Township Sewerage Authority	2.5	✓		✓					✓				✓									
Lower Township MUA, NJ	4			✓			✓						✓									
		<i>*new or complete replacement</i>			<i>SG=Sewer Gems Modeling</i>				<i>SW=XP-SWMM and EPA SWMM Modeling</i>													

	CAPACITY (MGD)	DESIGN	CONSTRUCTION	PLANNING	MODELING	NUTRIENT REMOVAL	PROCESS EVALUATION/STUDY	OPERATIONS ASSISTANCE	REGULATORY COMPLIANCE	PRELIMINARY TREATMENT	PRIMARY TREATMENT	ACTIVATED SLUDGE	COST ESTIMATING	DISINFECTION	DIGESTION	DEWATERING	PUMP STATION	BIOSOLIDS	FINANCIAL ASSISTANCE	COLLECTION/CONVEYANCE	INSTRUMENTATION/POWER/SCADA
ALCOSAN, Pittsburgh, PA	200	√	√	√	√												√		√	√	√
City of Lancaster, PA	32	√	√	√		√	√	√	√	√	√	√	√	√		√	√	√		√	√
York City Sewer Authority, PA	26	√	√	√	SW	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Tredyffrin Township, PA	20		√	√	√				√								√				√
Lancaster Area Sewer Authority, PA	15	√	√	√			√	√	√	√	√	√	√	√	√	√	√	√		√	√
Springettsbury Township, PA	15	√	√	√	SW	√	√		√	√	√	√	√	√	√	√	√	√	√	√	√
Greater Pottsville Area Sewer Auth., PA	8.2	√	√	√	SW		√		√			√						√	√	√	√
Dover Township Sewer Authority, PA	8	√	√	√	SG	√	√	√	√	√		√	√	√	√	√	√	√	√	√	√
Valley Forge Sewer Authority, PA	12	√	√	√	SG		√		√	√	√	√	√	√		√	√	√	√	√	√
Lower Allen Township Authority, PA	7.2	√	√			√	√	√	√	√	√	√	√	√	√	√	√	√	√		√
Coatesville, PA American Water, PA	7	√		√	SG		√		√	√		√	√	√	√	√	√				√
Borough of Chambersburg, PA	6.8	√	√	√	SG		√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Derry Township Municipal Authority, PA	5	√	√	√	SW	√	√	√	√	√	√	√	√	√	√	√	√	√		√	√
Gettysburg Municipal Authority, PA*	3.1	√	√	√	SG	√	√	√	√	√		√	√	√		√	√	√	√	√	√
New Freedom Borough Authority, PA	2.3	√	√	√			√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Bangor Borough Authority, PA	1.6	√	√	√			√		√		√	√	√	√	√		√	√	√		√
Mount Carmel Municipal Authority, PA	1.5	√	√				√	√	√	√	√	√	√	√	√	√					√
Borough of Lemoyne Mun. Auth., PA	1.3	√	√			√	√	√	√	√	√	√	√	√	√	√	√	√			√
Borough of New Holland, PA	1.3	√	√			√	√		√		√	√	√								
Upper Allen Township, PA	1.1	√	√				√		√	√	√	√	√	√	√	√	√	√	√	√	√
Fort Indiantown Gap, PA	1			√	SG	√			√			√					√				
McCandless Twp. Sanitary Auth., PA	.95	√	√	√	√		√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Marietta-Donnegal Joint Authority, PA	0.8	√	√	√		√	√	√	√		√	√	√	√	√	√	√	√	√		√
Bonneauville Borough Municipal Auth., PA	0.6	√	√	√		√	√		√			√	√	√	√		√	√	√	√	√
Conewago Township, York County, PA	0.5	√	√	√			√		√	√	√	√	√	√	√		√	√	√	√	√
Bloomfield Borough Council, PA	0.3	√	√	√		√	√	√	√			√	√	√	√		√	√	√		√
East Berlin Area Joint Authority, PA	0.2	√	√	√		√	√	√	√		√	√	√	√	√		√	√	√	√	√
Port Royal Municipal Authority, PA	0.2	√	√	√			√	√	√			√	√	√	√	√	√	√			√
Ephrata Borough Authority, PA	3.8	√	√			√	√		√			√	√		√				√		√
Twin Boroughs Sanitary Authority, PA*	0.9	√	√	√		√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√

\*new or complete replacement

SG=Sewer Gems Modeling

SW=XP-SWMM and EPA SWMM Modeling





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[www.bucharthorn.com](http://www.bucharthorn.com)

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

---

**Topic:**

Wastewater: Wastewater Treatment Plant Rebuild ENR Mixer – AR&E, Inc. (Hagerstown, MD)  
\$11,144.59

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

CONSENT\_AR\_E\_MIXER\_02242026.pdf

ARE\_Quote\_for\_F-1\_Mixer\_(002).pdf

**Description**

CONSENT AR&E BNR  
MIXER

QUOTE AR&E



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

**REVIEWED AND APPROVED AS FOLLOWS:**

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



Apparatus Repair & Engineering, Inc.

17500 York Road, Hagerstown, MD 21740  
P: 301-739-8285 W: www.apprep.com

Quote 2/2

Customer ID

04910

Attn

Quote Date

1/28/2026

cc

Quote Number

CRQ808858

Job Number

CRO742736

Customer Information

City of Hagerstown  
Attn: Accounting Department  
1 East Franklin Street  
Hagerstown, MD 21740

Ship To Information

City of Hagerstown  
WPC Plant  
One Clean Water Circle  
Hagerstown, MD 21740

Quote By: David Hose

PO #:

RFQ #:

Salesperson: Philip Bennett

Phone: (301) 991-4591 x

Fax: (301) 223-8219 x

Terms: Net 30 Days

1	Impeller (462)	4,689.79	4,689.79
1	Shipping & Handling Charges Inbound and outbound prepay and add	0.00	0.00

Total for Material : 9,656.59

\*\* All quotes are subject to manufacturer price increase\*\*

Quote does not include freight nor Tariff surcharges unless otherwise specified above.

Quotes are valid for 30 days

Lead Time

Subtotal : 11,144.59

Tax : 0.00

Total for Quote CRQ808858 : 11,144.59

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PO# ( IF NOT ALREADY ISSUED ):

Ship Via: Customer Pickup

Our Tax ID: 52-1755208

Your Tax ID:

Sales Tax Code 1: Maryland Exempt



Apparatus Repair & Engineering, Inc.

17500 York Road, Hagerstown, MD 21740

P: 301-739-8285 W: www.apprep.com

# Quote

1/2

Customer ID

04910

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Attn

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Phone: (301) 991-4591 x

Fax: (301) 223-8219 x

Terms: Net 30 Days

### Nameplate Information

ID	3153.181-0930016
Motor-Make	Flygt
Motor-Model	3153.181-0930016
Rating	20
RPM	1755
Frame	.
Enclosure	.
Poles	4
Pump-Model	3153.181-0930016

Rated V.	460 / 230
Rated A.	26 / 52
Catalog #	.
ID #	.
# of Phases	3
Frequency (Hz)	60
Configuration	.
Pump-Make	Flygt

### Quote Information

Reason Sent For Repair: Pump in for repair.

Required Work: Disassemble, inspect, clean all parts. Check mechanical fits. Bake components to dry. Perform electrical tests on windings - Tests OK. Supply and installed new OEM repair kit, shaft sleeve and impeller, , assemble, test run at full voltage.

Labor		Unit Price	Ext Price
1	Labor used on job	1,488.00	1,488.00
<b>Total for Labor :</b>			<b>1,488.00</b>

Material		Unit Price	Ext Price
1	Hazardous material handling/disposal charge	7.00	7.00
1	Repair Kit	4,567.38	4,567.38
1	Shaft Sleeve	392.42	392.42

Subtotal : 11,144.59

Lead Time

Tax : 0.00

Total for Quote CRQ808858 : 11,144.59

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PO# ( IF NOT ALREADY ISSUED ):

Ship Via: Customer Pickup

Our Tax ID: 52-1755208

Your Tax ID:

Sales Tax Code 1: Maryland Exempt

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

---

**Topic:**

Wastewater: Cyber Security Improvements – AutomaTech Inc. (Plymouth, MA) \$157,974.48

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

**Description**

CONSENT\_AUTOMATECH\_FORTINET\_CYBER\_SEC\_02242026.pdf

CONSENT  
AUTOMATECH  
CYBER  
SECURITY

QUOTE\_WASTEWATER\_SCADA\_VIRTUALIZATION\_\_SECURITY.pdf

QUOTE  
AUTOMATECH



PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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<p><b>(2) Purchasing Agent</b>  <u>COMMENTS</u></p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p><b>(3) Chief Financial Officer</b>  <u>COMMENTS</u></p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p><b>(4) City Administrator</b>  <u>COMMENTS</u></p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>

Jan. 15, 2026

**AutomaTech®**

Proposal: Hagerstown Wastewater  
Proposal # 149560

Hagerstown Wastewater  
Atten: Duane Bartles  
One Clean Water Circle  
Hagerstown, MD, 21740

**OPTIMIZE  
YOUR INDUSTRIAL  
OPERATIONS**

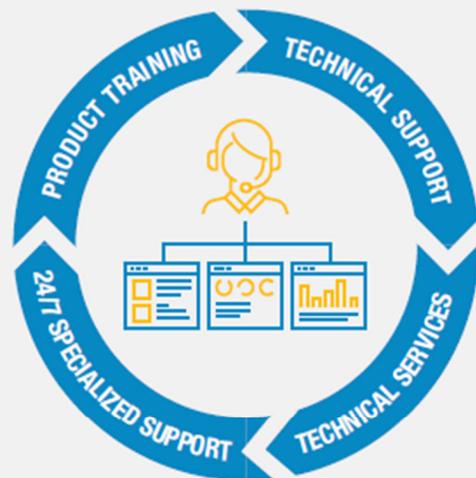


# TOTAL CARE TECHNICAL SERVICES

**AutomaTech's Value-Added Technical Services help manufacturing and industrial companies:**

- Develop technical skills through product training and events
- Utilize Technical Support to understand and protect your investment
- Overcome complex challenges with Advanced Technical Services
- Ensure business continuity with 24/7 Specialized Support

AutomaTech's team of highly skilled professionals can help identify factors affecting your efficiency and potential. We can assist in securely managing and supporting your critical industrial systems, while providing support and education for the lifespan of your products. We're dedicated to helping you reduce risk and minimize downtime so your business can focus on value-driven initiatives.



Scan the QR code to learn about AutomaTech's service offerings.

# TOTAL CARE TECHNICAL SERVICES

SERVICES THAT KEEP YOUR BUSINESS GOALS IN MIND



## Product Training

- Software Training including GE Certified Classes & Custom Training
- Technology-focused Workshops, Webinars, Training, & Events
- Customer Experience Center to See the Latest Technology in Action!



## Technical Support

- Pre-sales and Post-sales Technical Support
- Guidance & Best Practices from Experienced Solution Architects
- Specification of Software, Data Acquisition, Computing, & Networking



## Technical Services

- Manufacturing Execution System (MES) & Automation Expertise
- Advanced Product, Application, & Strategic Services
- Site Assessments & Product Lifecycle Upgrades



## 24/7 Specialized Support

- Expert-level Services Pre-trained on Your Application
- On-Call Product & Application Support Services
- Remote Monitoring & Management Services

**AutomaTech®**

AutomaTech is an Industrial Automation Distributor and Representative helping customers with their operational and technology needs

**AutomaTech, Inc.**

138 Industrial Park Road | Plymouth | MA | 02360

P: (508) 830-0088 | F: (508) 830-0111

E: [solutions@automatech.com](mailto:solutions@automatech.com)

[www.automatech.com](http://www.automatech.com)

**Revision history:**

Revision	Date	Author	Comments
1.0	10/23/2024	Bill Kapusta	Ok to release
2.0	12/01/2025	Shelli Prescott	Ok to Release
3.0	12/11/2025	Diego Quintana	Updated date on proposal. OK to Release
4.0	1/15/2026	Diego Quintana	Updated date on proposal. OK to Release.

**Contributors:**

Name	Company	Role
Bill Kapusta	FCG - AutomaTech, Inc	Professional Services Director
Diego Quintana	FCG - AutomaTech, Inc	Account Owner
Shelli Prescott	FCG – AutomaTech, Inc	Documentation Writer

**Definitions and abbreviations:**

Term	Description
Vendor, ATI, AutomaTech	AutomaTech Inc.
Customer	Hagerstown

This SOW & Schedule is developed by AutomaTech, Inc. (“AutomaTech”) and is the property of AutomaTech and provided to the customer in strict confidence solely for use in considering the merits of the SOW & Schedule and for no other direct or indirect use. By accepting this SOW & Schedule, **Customer agrees not to disclose the information contained herein to any third parties** without the prior written permission of AutomaTech. Any information on this proposal is for “information purposes only” and is not a legal obligation to deliver any material, code, or functionality. Further, the development, release, and timing of any features or functionality described for AutomaTech products or services remains at AutomaTech ‘s sole discretion and are subject to change without notice.

AutomaTech Inc. is pleased to present this proposal for the virtualization of Hagerstown Sewer SCADA system and Historian. The SCADA system is GE iFIX and GE Historian. We will be upgrading the current version of GE iFIX and Historian to GE iFIX 2024 and Historian to 2025. Separate VM's will be installed with Fortinet appliances as follows:

- FortiAnalyzer for analysis
- FortiPam for remote access
- FortiAuthenticator for multifactor

**Project Overview and Benefits:**

While the basic functionality of the system will remain intact with the upgrade, several key benefits are included with this upgrade:

- Virtualization of the SCADA system utilizing 99.9999% of 4920 Stratus ftServer
    - Stratus Build and Configuration
  - iFIX SCADA Configuration
    - Primary
    - Backup
  - Thin Client / RDS Server Configuration
  - Historian and Data Migration
- 

**Investment Price: \$126,441.72**

***Price is valid for 30 days from the date of the proposal.***

***This price does not include the optional Stratus Support Services.***

The prices quoted herein are based on current tariff rates, duties, government charges, and trade regulations as of the date of this quote. AutomaTech Inc., reserves the right to adjust its pricing for affected goods or products if the imposition of new tariffs, duties, taxes, or similar charges, or the increase in existing tariffs, duties, or charges, (collectively, "Tariff Changes"), result in an increase to AutomaTech Inc., cost for the goods or products. AutomaTech Inc. is not obligated to deliver the goods and/or services until an agreement on the new price has been reached.

Included is the following in investment:

<b>Components of the Investment</b>	<b>Price</b>
Fortinet -Software and Support – <i>See Appendix D</i>	\$12,720.00
Fortinet SOCaaS: 24x7 cloud-based managed log monitoring, incident triage and SOC escalation service – <i>See Appendix D</i>	\$3,795
AutomaTech Professional Services	\$21,298.00
Stratus Server – ftServer 4920 – <i>See Appendix C</i>	\$88,628.72.00
<b>Total</b>	<b>\$126,441.72</b>

**Optional Stratus Support Services:**

<b>Optional Stratus Support</b>			
<b>Service Level Chosen: Total Assurance (Windows) [TAW3000]</b>			
<i>Standard</i>	<i>Services Description</i>	<i>Year</i>	<i>Total</i>
SVC-P4920-2S	ftServer 4920, 2-Socket, 2.4 GHz 10-Core Processor	1	\$10,836.00
SVC-P4920-2S	ftServer 4920, 2-Socket, 2.4 GHz 10-Core Processor	2	\$21,238.56
SVC-P4920-2S	ftServer 4920, 2-Socket, 2.4 GHz 10-Core Processor	3	\$31,532.76

This proposal is prepared in consideration of discussions between AutomaTech Inc., and the customer. It is submitted subject to the terms and conditions detailed in the following appendices:

Appendices:

- A. AutomaTech Inc., Project Overview
- B. Project Scope
- C. Stratus ftServer Sizing Estimator for GE Platform
- D. Product Description and Additional Fortinet Information
- E. Delivery and Payment Terms
- F. General Terms and Conditions

## **Appendix A: Project Overview**

### **Project Execution:**

AutomaTech Inc., follows a very structured approach to Project Management that is based on the Project Management Institute (PMI) process for project management. AutomaTech Inc., maintains several team members certified through PMI. Our Project Management Methodology defines the process of planning, organizing, managing tasks, and managing resources to complete the project successfully. These tools are critical to ensuring we exceed our customers' expectations with regards to project scope, budget, schedule, and quality.

### **Project Stages:**

At the conclusion of each project stage, a review or sign-off will be conducted.

- **SCADA Virtualization:** This documents the details of the overall structure of the project. It also ensures that both the customer and AutomaTech Inc., understand the plan for the full system installation. A sign-off is required by both a AutomaTech Inc., representative and a designated customer representative.
- **Fortinet Completion:** means that the project has successfully moved through all planned phases—from initial design to final verification—resulting in a fully operational, secure, and documented Fortinet environment running the targeted firmware version, with all predefined business and technical objectives met.

### **Recommended Meeting Cadence:**

- Project Kick-off at the beginning of the project.
- Virtual update meeting once a week or as needed between the customer and AutomaTech Inc.
- Project Cutover/Project Closing

### **Project Team:**

Upon acknowledgement of the customer order, a project team will be assigned and schedule the project kick off meeting. The project team assignments will be determined by the skillsets necessary. Our Key skillsets include, but are not limited to, SCADA, Virtualization, Implementation of GE products, Vision, Drives, HMI's, PLC's and various controls, Safety Devices, and Project Management. AutomaTech Inc. will ensure that the project will always be assigned the best candidate(s) for the project. A project manager for AutomaTech Inc., and for the customer will ensure that correspondence, scheduling, and important details are tracked throughout the project.

**AutomaTech Inc., Project Manager - \_\_\_\_\_, email: \_\_\_\_\_**

Hagerstown Wastewater Project Manager- To be determined on receipt of order

**Assignment of project key tasks:**

**Stratus Build and Configuration** - Setup and install VM software for Stratus servers. Configure network adapters, data management, and cloud support.

**Virtualization and Environment** - Build and configure all virtual machines required for the system. Set IP addresses for local network, computer names, and perform Windows updates. If a domain controller is needed, install AD services on one VM along with the Local Licensing Server for GE Licensing.

**iFIX SCADA Primary Configuration** - Install and activate license software and Advantage Licensing. Install and configure iFIX for the primary node. Install recent SIMs for respective version. Transfer SCU settings for SCADA (drivers, pathing, and alarm info). Open pictures and confirm VBA functionality and update any outdated objects. Install and configure IGS, test PLC communication, and configure redundancy between primary and secondary nodes. Connect Historian Client and Collectors to the new Historian instance. Set up security (Windows-based or iFIX only).

**iFIX SCADA Backup Configuration** - Install and activate license software and Advantage Licensing. Install and configure iFIX for the secondary node. Install recent SIMs for respective version. Transfer SCU settings for SCADA (drivers, pathing, and alarm info). Open pictures and confirm VBA functionality and update any outdated objects. Install and configure Backup IGS, test PLC communication, and configure redundancy between nodes. Connect Historian Client and Collectors to the new Historian instance. Set up security (Windows-based or iFIX only).

**Thin Client / RDS Server Configuration** - Confirm network operation on the domain. Install and configure IIS for Windows RDS services. Add CALs for Windows RDS server connections. Install iFIX Viewer with patches and transfer updated SCADA files to the RDS machine. Confirm networking between nodes and ensure data is flowing. Set up Historian connections for trending on clients.

**Historian and Data Migration** - Install Historian and configure with the existing Historian configuration. Start Collectors on SCADA servers and confirm they are "Running" in Historian Administrator. Migrate required Historian archives from the previous system into the new Historian and verify successful data migration.

**FortiAnalyzer** is a security information and event management (SIEM) and Security Orchestration, Automation, and Response (SOAR) platform that collects, analyzes, and reports on security and traffic data from across an organization's network. It provides centralized logging, event analysis, threat intelligence, and automated reporting.

**FortiPam** is the solution that helps to secure and manage privileged account, user access, and activity across IT environments. It is for remote access.

**FortiAuthenticator** using to help support the multifactor methods to add extra layer of security outside the password. EX: FortiToken

**Appendix B: Project Scope****Project Deliverables:**

1. Virtualize and update SCADA with supplied redundant server see appendix C
2. Virtualize FortiNet Appliances – See appendix D

**Proposed Program Sequence:**

The updated program will function the same as the existing program.

**Responsibilities:**

1. At the time of installation, GE Licenses must be in support (quoted separately) since this proposal does not include GE Licensing.
2. Fortinet Appliances will be installed on VM's and will be engaged with already purchased Fortinet professional services for configuration.

**Proposed Schedule:**

This is a proposed schedule. Many factors can cause adjustments/modifications throughout the phases of the project.

- Any delays in procurement, sign off, and/or access to facilities will delay the project timeline.
- Regular communication between all parties is recommended and encouraged to ensure all parties understand the progress of the project.

**Appendix C: Stratus ftServer Sizing Estimator for GE Platform**

MAIN  
MENU



**Sizing Estimator for GE Platform**

Gen 12 v2

Yellow sections to be completed for sizing estimation.

Configuration Options			Recommended Solution		
Base OS/Hypervisor	Native Microsoft Server OS:	No	Server Selection		
	Microsoft Windows Hyper-V:	Yes	ftServer Model: ft4920		
	VMware vSphere:	No	Redundant Memory: 256 GB		
	RHEL:	No	RAW Storage: 6TB		
VM Server Windows	Include Windows Server license(s):	Yes	Additional Network Selection		
	Windows Server CALs:	10	Additional 1Gb PCI NIC Pairs: 0 Pair		
	Microsoft RDS CALs:	10	Additional 10Gb PCI NIC Pairs: 0 Pair		
Networks	No. of Usable 1Gb Connections:	2	32 Gb/S Fibre Channel HBA: 0 Pair		
	No. of Usable 10G Copper Connections:	2	O/S Recommendations		
	No. of Usable 10G Fiber Connections:	0			
	External Storage 32G HBA FC Connections:	0			
General	Storage Option:	SSD	Proposed vSphere License: Customer Supplied		
	OPC UA required:	Yes	WinServer 2022 Licenses: 4 Standard Edition		
	Stratus Proactive Monitoring:	Yes	CPU Over Provision Allowance: 100%		
Support	Required Support Level Selected:	Total Assurance	Installation & Staging	Rack Enclosure Needed & Size:	No 24U
	Support Level Term:	1 Year		Installation Needed & Level:	Yes Partner
				Staging Needed & Duration:	No

Select "✓" to use Automation Software defaults  
Select "X" to use Custom Values

Virtual Machine	Applications/Function	vCPU	vMem (GB)	Total vDisk (GB)	OS Version
VM1	Stratus Appliance	1	4	20	Linux
VM2	X FortiAnalyzer	4	16	500	WinServer 2022
VM3	X FortiAuthenticator	1	4	1000	WinServer 2022
VM4	X FortiSRA	4	16	2000	WinServer 2022
VM5	✓ iFix Scada Up to 10,000 Tags	4	16	50	WinServer 2022
VM6	✓ iFix Scada Up to 10,000 Tags	4	16	50	WinServer 2022
VM7	✓ Thin iClient/TS/RDS Server - Up to 10 Clients	4	16	100	WinServer 2022
VM8	✓ Historian - Up to 1,000 Tags	4	16	250	WinServer 2022
VM9	✓				
VM10	✓				
VM11	✓				
VM12	✓				
VM13	✓				
VM14	✓				
VM15	✓				
VM16	✓				
VM17	✓				
VM18	✓				
VM19	✓				
VM20	✓				
VM21	✓				
VM22	✓				
VM23	✓				
VM24	✓				
VM25	✓				
VM26	✓				
VM27	✓				
VM28	✓				
VM29	✓				
VM30	✓				
<b>Totals:</b>		26	104	3970	
<b>Allowance for Growth:</b>		40%	36	146	5558

**Enter Project Information**

Project name:	Hagerstown Wastewater
Project location (Country, City, State/Province):	Hagerstown, MD
Contact Name:	Duane Bartles
Contact Company:	Hagerstown Water and Wastewater
Contact Email:	dbartles@hagerstownmd.org
Contact Phone:	301-730-1938
Your Stratus Distributor:	AutomaTech
Your Stratus Distributor Primary Contact:	Diego Quintana

**GET A QUOTE**  
Send the a copy of the sizing estimator with your selections to your local Stratus representative in order to receive a quote on your selection. For any assistance on the sizing estimator please aslo contact your local Stratus representative.

**Appendix D: Product Descriptions and Additional Fortinet Information**

Product Code	Product Description
P4920-2S	ftServer 4920, 2-socket, 2.4 GHz 10-core processor
AUL-W4920-22	Automated Uptime Layer for Windows Server 2022 on 4920 ftServer Systems
OS-W22SACPM	Microsoft Windows Server 2022 Standard Edition Media Kit OEM (includes downgrade rights to 2019) with license for P4920-2S. Provides 2 VMs.
HLA-W2K22SE	Customer requested factory pre-install of Windows 2022 Standard Edition (includes Japan language pack)
DAQ1P2T10K	1.2TB 10K 12Gb SAS 2.5-inch HDD
DAQ2P4T10K	2.4TB 10K 12Gb SAS 2.5-inch HDD
DAQ600G15K	600GB 15K 12Gb SAS 2.5-inch HDD
AP-AQCPMSAS	CRU ID, P4920-2S SAS Backplane, Price included in base model
AP-SASBPKIT	SAS Backplane Kit, supporting up to 8 drives per CRU (all SAS)
B50101F	US/JP 115V100V-15A NEMA 5-15P 7 feet, single cord (Price included in base model)
B50502F	2.0 meter jumper cord pair (Price included in base model)
R531F	Stratus Technologies ftServer Hardware Warranty Agreement (Price included in base model)
à la Carte	
OS-W22SACPM-P	Microsoft Windows Server 2022 Standard Edition Media Kit OEM (includes downgrade rights to 2019) with license for P4920-2S. Provides 2 VMs.

**Additional Information FortiNet**

SKU	Function
FAC-VM-BASE	Authentication Server (Software)
FC1-10-OACVM-248-02-DD	Authentication server 24/7 Tech Support/software updates
FTM-ELIC-10	Fortitokens for 2FA
FC1-10-PAVUL-591-02-12	Remote Access solution
FEX-511G	Cellular Modem
FC-10-FX51G-247-02-12	FEX 24/7 Support and HW replacement
FP-10-PS001-801-01-01	Additional Day of Remote PS for configuration

**Appendix E: Delivery and Payment**

**Delivery –**

Hardware is invoiced upon confirmed shipping from vendor. Due to tariff’s, there may be longer delivery time and additional costs incurred. Please note global supply chain shortages may negatively impact delivery times. The customer will be notified as soon as is feasible should AutomaTech Inc., incur delays.

**Payment Terms**

- Payment 1: Services Billed at 50% upon Kickoff/Project Start
- Payment 2: Stratus - Billed at time of Shipment from Vendor
- Payment 3: FortiNet – Billed at time of Shipment from Vendor
- Payment 4: Services Billed at 50% upon Closing/Project Wrap-up

**Please address PO's:**

- Pos to be made out to AutomaTech Inc., 138 Industrial Park Rd, Plymouth, MA 02360
- Email PO to [orders@automatech.com](mailto:orders@automatech.com), please copy [bkapusta@Automatech.com](mailto:bkapusta@Automatech.com) and reference the quote number

## Terms and Conditions

### Confidential Information

AutomaTech agrees to use all reasonable efforts to keep in confidence and prevent the disclosure to third parties Client Confidential Information that the Client shall provide. AutomaTech further agrees to use Confidential Client Information only to render the services covered by any engagement covered by these standard terms and conditions and will not use or disclose such Client Confidential information for any other purpose. AutomaTech's duty to protect the information shall not exceed the customary degree of care it exercises to protect its confidential information of a similar character. In no event shall AutomaTech be liable for inadvertent disclosure if such care is used. AutomaTech's obligations hereunder shall be in effect from the date hereof. They shall expire three (3) years from the later to occur of: (i) the date the Services under this Agreement are completed or (ii) the date this Agreement is canceled.

### AutomaTech Intellectual Property.

AutomaTech has created, acquired or otherwise, has rights in, and may, in connection with the performance of the services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general-purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems (collectively, the "AutomaTech Technology"). To the extent that AutomaTech uses any of its intellectual or other property in connection with the performance of the services, AutomaTech shall retain all right, title, and interest in and to such property, and, except for the license expressly granted in this section, Client shall not acquire any right, title or interest in or to such property.

### Ownership of Deliverables.

For purposes of these Terms and Conditions, "Deliverables" shall mean all work products first created by AutomaTech for delivery to Client in connection with the services provided hereunder. AutomaTech hereby (i) assigns to Client ownership of the Deliverables (except for any AutomaTech Technology contained therein), and (ii) grants to Client a non-exclusive, royalty-free, worldwide, perpetual, non-transferable license to use any AutomaTech Technology contained in the deliverables, solely for Client's Internal Business Purposes. "Internal Business Purposes" as used herein means internal use by Client and Client's affiliated companies, and agents, employees, and contractors of each.

### Cancellation

This Agreement may be canceled upon thirty (30) days written notice by either party. Any termination of this Agreement inconsistent with this provision, unless agreed upon by the parties, shall give rise to damages for breach of this Agreement.

### Measure of Damages

Whether due to delay, breach of contract or warranty, tort (including, without limitation, negligence and strict liability), or any other cause, neither party, nor any of their employees, officers, directors, agents, contractors or representatives, shall be liable for any special, indirect, incidental, punitive or consequential damages of any nature, including, without limitation, loss of actual or anticipated profits or revenues, loss because of a shutdown, non-operation, or increased expense of manufacturing or operation, loss of use, lost data, cost of capital, damage to or loss of property or equipment of Client, or claims of customers of the Client (collectively, "Losses"), even if such party had been advised of the possibility of such Losses or if such Losses could be reasonably foreseen. In no event shall the aggregate liability of AutomaTech for permitted claims arising from or directly related to a specific project performed or provided hereunder exceed the sum of ten percent (10%) of the total amounts paid to AutomaTech by Client for such project.

### Warranty

AutomaTech warrants that the services performed hereunder will be by that degree of care and skill ordinarily exercised by members of the consulting profession and industry existing as of the date that such services are performed. AutomaTech's sole liability to the Client for any nonconforming work shall be to correct the item of defective work. Any claim of nonconforming services must be made within 60 days of the date of the invoice covering such allegedly nonconforming services.

### No Hire

The Client agrees that for a one (1) year period following the completion of AutomaTech's engagement with Client, the Client will not directly or indirectly employ or solicit the employment of any employees, contractors, or other personnel of AutomaTech.

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

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**Topic:**

Wastewater: Wastewater Treatment Plant Electrical Upgrades – Diamond Electric (Boonsboro, MD) \$43,218.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

**Description**

CONSENT_DIAMOND_UNDERGROUND_FEEDER_02242026.pdf	CONSENT DIAMOND ELECTRIC
AUTHORIZATION.pdf	EMERGENCY APPROVAL
Diamond_Contract_Extension_FY26.pdf	DIAMOND CONTRACT EXTENSION APPROVAL
Blanket_Contract_-_Linework_Services.pdf	MCC CONSENT FOR EXT APPROVAL
Diamond_Electric_Invoice_51899.pdf	UNDERGROUND FEEDER INVOICE



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

**REVIEWED AND APPROVED AS FOLLOWS:**

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

## Nathan Fridinger

---

**From:** Scott Nicewarner  
**Sent:** Monday, May 1, 2023 8:37 AM  
**To:** Michelle Hepburn; Nancy Hausrath; Robbie Eyer  
**Cc:** Tyler French; Brooke Garver  
**Subject:** RE: WWTP

Yep. All good with whatever you all need.



**Scott Nicewarner**  
City Administrator  
1 East Franklin Street  
Hagerstown, MD 21740  
**Email:** [snicewarner@hagerstownmd.org](mailto:snicewarner@hagerstownmd.org)  
**Phone:** 301-739-8577 x114

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



---

**From:** Michelle Hepburn <[MHepburn@hagerstownmd.org](mailto:MHepburn@hagerstownmd.org)>  
**Sent:** Monday, May 1, 2023 8:37 AM  
**To:** Nancy Hausrath <[NHausrath@hagerstownmd.org](mailto:NHausrath@hagerstownmd.org)>; Robbie Eyer <[REyer@hagerstownmd.org](mailto:REyer@hagerstownmd.org)>  
**Cc:** Scott Nicewarner <[SNicewarner@hagerstownmd.org](mailto:SNicewarner@hagerstownmd.org)>; Tyler French <[TFrench@hagerstownmd.org](mailto:TFrench@hagerstownmd.org)>; Brooke Garver <[bGarver@hagerstownmd.org](mailto:bGarver@hagerstownmd.org)>  
**Subject:** WWTP

Good morning,

I talked with Nancy over the weekend and let her know that I approve anything necessary for WWTP repair/issue under emergency protocols if needed. I just wanted to confirm that in writing and copy Scott so that he could give his as well.

Thanks,



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

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



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# CITY OF HAGERSTOWN, MARYLAND

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## Finance & Accounting Department

One East Franklin Street • Hagerstown, MD 21740

Telephone: 301.766.4142 • Website: [www.hagerstownmd.org](http://www.hagerstownmd.org)

April 15, 2025

Kathryn Hartle, President  
Diamond Electric Underground Cable Repair, Inc  
7 Potomac St  
Boonsboro, MD 21713

Re: P1777.23 Electric Utility Linework Service

Ms. Hartle,

The purpose of this letter is to thank you for your interest in the above referenced proposal and to inform you that the contract is being renewed for another fiscal year at the mutual consent of the City of Hagerstown and Diamond Electric Underground Cable Repair, Inc (pending Mayor and Council approval on May 27, 2025). This is an official notice of the contract extension, not a Purchase Order.

This contract is valid for the period of July 1, 2025 thru June 30, 2026. The City reserves the right to extend this contract on a year-to-year basis subject to the mutual consent of the City of Hagerstown and Diamond Electric Underground Cable Repair, Inc. This is year two (2) of three (3) possible extensions.

Please provide the following to proceed with the contract:

- Current Certificate of Insurance naming the City of Hagerstown as an additional insured (when the current certificate expires)

Pricing provided by Diamond Electric Underground Cable Repair, Inc is attached to this award letter.

Once again, thank you for your interest in this bid. If you have any questions, please feel free to contact me at 301-739-8577, ext. 188.

Sincerely,

*Tyler French*

Tyler French  
Procurement Administrator



P1777.23 Electric Utility Linework Service  
 FY26 Pricing (July 1, 2025 – June 30, 2026)

Company Name: Diamond Electric

Labor Rates	Rate/Hr	Estimated Annual Hours	Estimated Annual Cost	Overtime Rate/Hr
Working Foreman	\$ <u>139.-</u>	<u>500</u>	\$ <u>69,500</u>	\$ <u>208.50</u>
Lead Lineworker	\$ <u>139.-</u>	<u>500</u>	\$ <u>69,500</u>	\$ <u>208.50</u>
Journeyman	\$ <u>139.-</u>	<u>1,000</u>	\$ <u>139,000</u>	\$ <u>208.50</u>
Groundman	\$ <u>      </u>	<u>500</u>	\$ <u>      </u>	\$ <u>      </u>
Flagger	\$ <u>      </u>	<u>500</u>	\$ <u>      </u>	\$ <u>      </u>

Equipment Rates	Rate/Hr	Estimated Annual Hours	Estimated Annual Cost
50' Material Handler	\$ <u>      </u>	<u>500</u>	\$ <u>      </u>
75' Material Handler	\$ <u>      </u>	<u>50</u>	\$ <u>      </u>
Digger Derrick	\$ <u>      </u>	<u>500</u>	\$ <u>      </u>
Tandem Derrick	\$ <u>      </u>	<u>100</u>	\$ <u>      </u>
Back-Yard Digger	\$ <u>      </u>	<u>100</u>	\$ <u>      </u>
4X4 Pick-Up Truck	\$ <u>      </u>	<u>500</u>	\$ <u>      </u>
Underground Puller	\$ <u>      </u>	<u>50</u>	\$ <u>      </u>
Alt: _____	\$ _____		
Alt: _____	\$ _____		
Alt: _____	\$ _____		

**TOTAL EVALUATED COST**

\$ 278,000



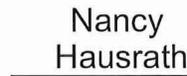
PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown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

**REVIEWED AND APPROVED AS FOLLOWS:**

**(1) Department Director and Division Manager**

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

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

  
Digitally signed by Nancy Hausrath  
DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org  
Reason: I have reviewed this document  
Location:  
Date: 2025.05.14 12:51:54-04'00'  
Foxit PDF Editor Version: 13.1.6  
Signature / Date

**(2) Purchasing Agent**

COMMENTS

Approve

  
Signature / Date

**(3) Chief Financial Officer**

COMMENTS

Approve. FY26 Budget.

  
Signature / Date

**(4) City Administrator**

COMMENTS

Approve

  
Signature / Date

**Diamond Electric**

7 Potomac Street

Boonsboro, MD 21713

Phone: 301-432-2200

800-794-2486

Fax: 301-432-4126

Email: diamondhivolt@aol.com

January 6, 2026

**I NVOICE 51899**

**City of Hagerstown**

1 East Franklin Street

Hagerstown, MD 21740

**Job: Waste Water Plant**

Provided labor, equipment, and materials to support feeder replacement and primary cable work at the OPPS building and garage. Placed man lift into the OPPS building basement to access ceiling junction box and pulled primary cable from pad-mounted switch to junction box through four manholes. Installed 15kV elbows and junction bars in manhole in preparation for scheduled outage. During scheduled outage, removed existing feeder serving OPPS building, BNR, and garage; installed and terminated new 15kV cable to garage and replacement feeder to OPPS building; energized new feeders and verified voltage and rotation.

**TOTAL: \$43,218.00**

**RECEIVED**  
JAN 12 2025  
BY: \_\_\_\_\_



*Please Note: A 3% processing fee will be applied to all payments made by credit card.*

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

---

**Topic:**

Wastewater: Phone System Improvements – Glessner Technologies (Hagerstown, MD)  
\$11,377.90

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

CONSENT\_WWTP\_PHONES\_02242026.pdf  
Wastewater\_Treatment\_Plan\_YSP560\_200\_Ports.pdf

**Description**

CONSENT GLESSNER  
WWTP PHONES  
QUOTE GLESSNER



PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
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	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

**REVIEWED AND APPROVED AS FOLLOWS:**

<p><b>(1) Department Director and Division Manager</b>  <u>COMMENTS</u></p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p><b>(2) Purchasing Agent</b>  <u>COMMENTS</u></p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p><b>(3) Chief Financial Officer</b>  <u>COMMENTS</u></p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p><b>(4) City Administrator</b>  <u>COMMENTS</u></p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>



**Glessner Technologies**

Phone: (301) 797-1280  
 Fax: (301) 416-7174  
 1216 Sherman Ave  
 Hagerstown, MD 21740

**Quote**

No.: **28268**  
 Date: 12/10/2025

Prepared for:  
 Duane Bartles  
 City of Hagerstown-Water & Sewer Department  
 1 Clean Water Circle  
 Hagerstown, MD 21740 United States

Prepared by: Darcy L. Kline  
 Account No.: 11989

Quantity	Description	Sell	Total
<b>Install Linux Server 200 ports, (10) X7C IP Phones, Paging module to connect to paging system. Labor and materials</b>			
<b>All phones will need to connect to the data network.</b>			
1	Yeastar P560 VoIP PBX Phone System	\$2,266.15	\$2,266.15
1	Yeastar, 100 Extensions EP package	\$1,100.95	\$1,100.95
1	256GB - 400MB/s USB 3.1 Flash Drive, Gunmetal Gray **FOR P550**	\$52.50	\$52.50
1	FANVIL SIP PAGING AMPLIFIER W/ 30-WATT POWER SUPPLY	\$249.00	\$249.00
10	Fanvil X7C-V2 Enterprise Color IP Phone	\$266.93	\$2,669.30
56.00	Installation & Project Management - Communication - MD & VA	\$90.00	\$5,040.00

**To add (17) X7C phones to th barn to this system the additional cost will be \$ 8,100.00**

**New Lab not included in this count**

**Your Price:**           \$11,377.90  
**Total:**           \$11,377.90

Prices are firm until 2/27/2026      Terms: 50% Down, 50% Completion

**Prepared by:** Darcy L. Kline, darcyk@glessner.net

**Date:** 12/10/2025

**Accepted by:** \_\_\_\_\_

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

**Disclaimer**

Customer agrees to pay Glessner Technologies the agreed amount within the terms set. Past due amounts will be subjected to 18% interest plus legal collection fees. This is an attachment to the sales agreement and is subject to all terms and conditions of the sales agreement. Customer acknowledges receipt of the complete sales agreement. Permit fees are not included and will be billed to customer at their actual cost. Customer to provide 120VAC power and/or outlets within 3 feet of Glessner control panels and equipment as needed.

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

---

**Topic:**

Approval of a Resolution: License Agreement with 2023 Summit, LLC to Utilize Property for Photo Murals

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_and\_Resolution\_-\_  
\_License\_Agreement\_with\_2023\_Summit\_\_LLC\_for\_Murals.pdf

**Description**

Motion and Resolution -  
License Agreement for  
Photo Murals

**REQUIRED MOTION**

**MAYOR & CITY COUNCIL  
HAGERSTOWN, MARYLAND**

**DATE:** February 24, 2026

**TOPIC:** Approval of a Resolution: License Agreement with 2023 Summit, LLC to Utilize Property for Photo Murals

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

**MOTION:** I hereby move for Mayor and Council approval of a resolution authorizing the execution of a license agreement between the City of Hagerstown and 2023 Summit, LLC. This agreement permits the City to utilize a portion of the property at 100 Summit Avenue for the installation and maintenance of photo murals.

DATE OF PASSAGE: 02/24/2026  
EFFECTIVE DATE: 02/24/2026

**CITY OF HAGERSTOWN, MARYLAND**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A LICENSE AGREEMENT BETWEEN THE CITY OF  
HAGERSTOWN AND 2023 SUMMIT, LLC,  
TO PERMIT THE CITY OF HAGERSTOWN TO INSTALL  
AND MAINTAIN PHOTO MURALS AND WALL MURALS IN CONNECTION  
WITH THE HAGERSTOWN CULTURAL TRAIL**

**RECITALS**

WHEREAS, the City of Hagerstown, Maryland is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland; and

WHEREAS, the City intends to purchase and maintain a series of photo murals (“the Photo Murals”) for the enjoyment and benefit of the public in connection with the Hagerstown Cultural Trail being developed by the City of Hagerstown; and

WHEREAS, the City intends to create and maintain a mural (“the Retaining Wall Murals”) for the enjoyment and benefit of the public in connection with the Hagerstown Cultural Trail being developed by the City of Hagerstown; and

WHEREAS, the Photo Murals and the Retaining Wall Murals are hereinafter collectively referred to as “the Artwork;”

WHEREAS, 2023 Summit, LLC, a Maryland limited liability company, has agreed to permit the City to utilize a portion of its property to create and maintain the Artwork for the use, enjoyment, and benefit of the public in connection with the adjacent Hagerstown Cultural Trail;

WHEREAS, in order to install and maintain the Artwork, it is necessary for the City of Hagerstown to acquire certain rights with respect to the said property, which rights are further described in the attached License Agreement (already dated and executed by 2023 Summit, LLC) and further depicted on Exhibit A to said License Agreement;

WHEREAS, 2023 Summit, LLC, has generously offered to grant the City a license agreement on the wall and the immediate vicinity on its property for the installation and maintenance of the Artwork; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to enter into this License Agreement.

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

1. That the Mayor be and is hereby authorized to execute and deliver the License Agreement between the City and 2023 Summit, LLC, a copy of which (already dated and executed by 2023 Summit, LLC) is attached hereto and incorporated herein by reference and to act as signatory on behalf of the City on any documentation necessary to effectuate the purpose of this resolution.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT** this resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

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

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

Date of Introduction: February 24, 2026  
Date of Passage: February 24, 2026  
Effective Date: February 24, 2026

PREPARED BY:  
SALVATORE & MORTON  
CITY ATTORNEY

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT, made as of this 14<sup>th</sup> day of January, 2026, by and between 2023 SUMMIT, LLC, a Maryland limited liability company, hereinafter referred to as "Grantor", and the City of Hagerstown, a Maryland Municipal Corporation, hereinafter referred to as "Grantee."

WHEREAS, by virtue of a deed dated January 10, 2024 and recorded among the land records for Washington County at Liber 7388, folio 30, Grantor is the owner of certain real estate known as 100 Summit, Hagerstown, Washington County, Maryland, said property being more particularly described and depicted in the attached Exhibit A, DRAWING NO. 75-183-01, dated 12-9-25, which exhibit is incorporated herein by reference (the "Property"); and

WHEREAS, Grantor has agreed to permit Grantee to utilize the eastern and northern sides of the chain link fence atop the retaining wall as depicted on Exhibit A to create and maintain photo murals for the use, enjoyment, and benefit of the public in connection with the adjacent Hagerstown Cultural Trail developed by the Grantee ("Photo Murals"); and

WHEREAS, Grantor has also agreed to permit Grantee to utilize the eastern and northern faces of the retaining wall to create and maintain murals for the use, enjoyment, and benefit of the public in connection with the adjacent Hagerstown Cultural Trail developed by the Grantee ("Retaining Wall Murals"); and

WHEREAS, the Photo Murals and the Retaining Wall Murals are hereinafter collectively referred to as "the Artwork;"

WHEREAS, in order to create, install and maintain the Artwork, it is necessary for Grantee to acquire certain rights with respect to the Property, which rights are described hereinafter and the extent thereof further depicted on Exhibit A; and

WHEREAS, Grantor has agreed to grant the said license.

NOW, THEREFORE, THIS LICENSE AGREEMENT WITNESSETH:

That the foregoing recitals be and are incorporated herein as if restated verbatim.

That for and in consideration of the above premises, for no monetary consideration but 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 said Grantee a license as follows:

GRANTOR DOES GRANT unto Grantee a license in and the right to use that portion of Grantor's Property shown on and to the extent depicted on Exhibit A, limited to the eastern and northern sides of the chain link fence atop the retaining wall and the eastern and northern faces of the retaining well for the creation and maintenance of the Artwork.

AND GRANTEE AND GRANTOR do hereby covenant and agree that the granting of this license is subject to the following additional rights and obligations:

1. Grantor will permit Grantee, its employees, agents, contractors and artists to install the Artwork on site in accordance with the design and techniques *approved by Grantor in advance*.
2. Grantor will allow the Artwork to remain unchanged and unobstructed and will not permit new construction, landscaping or other improvements on the property that will obstruct or prevent the viewing of or the Artwork.
3. If it so desires, Grantee will install the appropriate lighting on the Artwork at the Grantee's sole cost and expense.
4. Grantee at its sole cost and expense, and upon reasonable notice to Grantor, shall ensure that the Artwork is cleaned periodically as needed. In addition, if necessary as a result of degradation, graffiti or damage to the Artwork, Grantee will provide for the removal, repair and replacement, all at the Grantee's sole cost and expense.
5. This License Agreement shall run with the land and shall be binding upon the Grantor's successors, heirs, transferees and assigns. The rights granted to Grantee under this License Agreement shall be exclusive to the Grantee, who shall not have the right to assign its rights under said Agreement.
6. Grantor may, in its sole discretion, terminate this License Agreement in writing upon no less than ninety (90) days' written notice to the Grantee. In such event, the Grantee shall have the right to remove the Artwork, at its own expense.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day, month and year first above-written.

ATTEST:

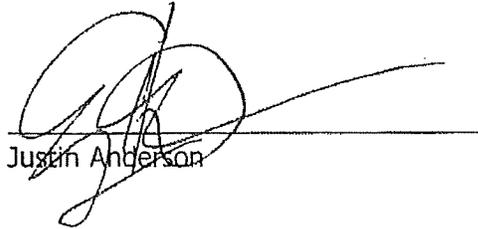
GRANTEE  
CITY OF HAGERSTOWN

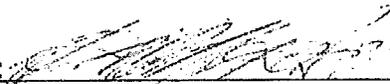
\_\_\_\_\_  
Donna K. Spickler, City Clerk

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

WITNESS:

GRANTOR  
2023 SUMMIT, LLC

  
Justin Anderson

By:  (SEAL)  
Donald M Bowman Jr, Managing Member

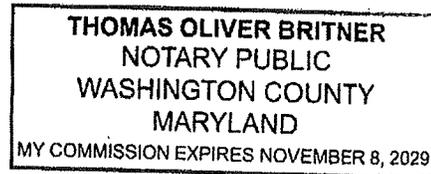
STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I hereby certify that on the 26<sup>th</sup> day of January, 2026, before me, the subscriber, a notary public of the State of Maryland, in and for Washington County, personally appeared Donald M Bowman Jr, Managing Member of 2023 SUMMIT, LLC, Grantor, party to the within License Agreement, and he acknowledged the same to be the act of said Grantor and that the consideration was as set forth herein.

WITNESS my hand and seal:

  
NOTARY SEAL

Notary Public  
My Commission Expires: 11/8/2029



STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

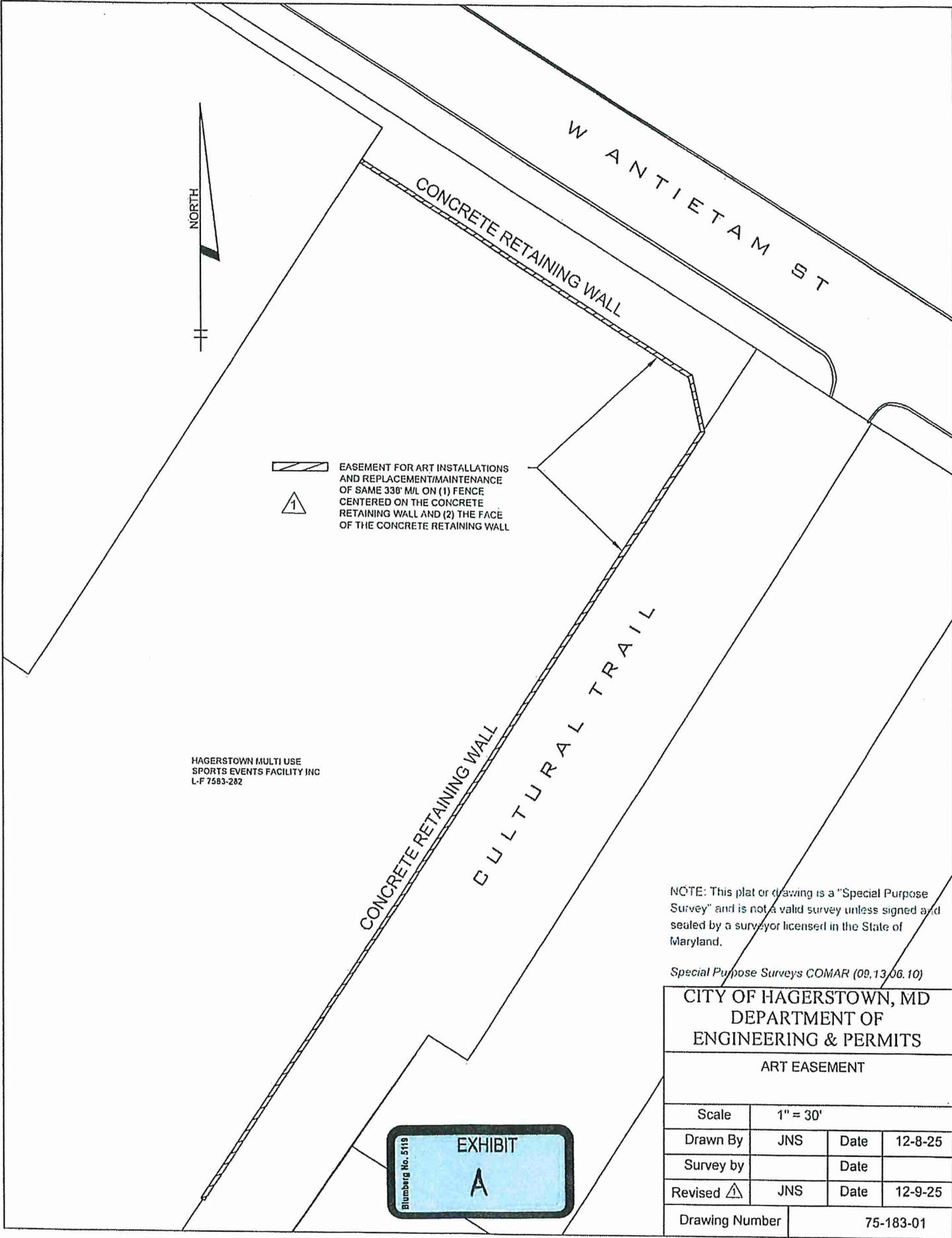
I hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a notary public of the State of Maryland, in and for Washington County, personally appeared William B. McIntire, Mayor of the City of Hagerstown, Maryland, a Maryland Municipal Corporation, party to the within License Agreement, and he acknowledged the same to be the act of said Grantee, and that the consideration was as set forth herein.

WITNESS my hand and seal:

---

NOTARY SEAL

Notary Public  
My Commission Expires



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

---

**Topic:**

Approval of a Resolution: Accepting Offer of Dedication of Alley #4-76 and Portion of Alley #4-59

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Resolution\_-\_accept\_Alley\_#4-59\_and\_#4-76.pdf

**Description**

Motion: Alley #4-76 and Alley #4-59

**REQUIRED MOTION**

**MAYOR & CITY COUNCIL  
HAGERSTOWN, MARYLAND**

**DATE:** February 24, 2026

**TOPIC:** Acceptance of a Right-of-Way dedication  
Charter Amendment \_\_\_\_\_  
Code Amendment \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Resolution   X    
Other \_\_\_\_\_

**MOTION:** I hereby move to approve a resolution to accept the offer of dedication from Old Trail Partnership for Alley #4-76 and a portion of Alley #4-59 located in the residential development between Vale Street and Fridinger Avenue.

DATE OF INTRODUCTION: 2/24/2026  
DATE OF APPROVAL: 2/24/2026  
EFFECTIVE DATE: 2/24/2026

**CITY OF HAGERSTOWN, MARYLAND**

**RESOLUTION TO ACCEPT THE OFFER OF AN OFFER  
DEDICATION OF ALLEY 4-76 AND A PORTION OF ALLEY 4-59  
BY OLD TRAIL PARTNERSHIP  
TO THE CITY OF HAGERSTOWN**

**RECITALS**

The City of Hagerstown (“the City”) is a municipal corporation existing under and by virtue of the laws of the State of Maryland.

**WHEREAS**, offers of dedication have been made by OLD TRAIL PARTNERSHIP, a Pennsylvania General Partnership, of the entirety of Alley 4-76 and a portion of Alley 4-59 to the City pursuant to plats filed among the Land Records of the Clerk of the Circuit Court for Washington County, Maryland as more particularly set forth on the cross-hatched areas the *REPLAT LOTS 9-13; 16-18; 20-23; 32-46 ARMSTRONG AND SCOTT’S FRINDINGER ADDITION TO HAGERSTOWN*, dated July 26, 2004, situate in Hagerstown, Maryland, said plat recorded among the Land Records of Washington County, Maryland as Plat Nos. 7974 – 7975, said plats and descriptions being incorporated herein by reference and true and accurate copies of which are attached hereto;

**WHEREAS**, the dedication for the purpose of accepting said alleys into the City’s street system.

**WHEREAS**, the exact location of the alleys is depicted in the cross-hatched areas on Plat Nos. 7974 – 7975.

**WHEREAS**, the Mayor and Council, as the duly constituted legislative body of the City of Hagerstown, has determined that it is in the best interest of the citizenry in general to accept this right of way into the street system for the City of Hagerstown, as indicated on the attached Deed of Dedication.

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the Mayor and Council do hereby approve and accept the offer of dedication of Alley 4-76 and a portion of Alley 4-59 made by the Grantor, and as set forth on the cross-hatched areas in the *REPLAT LOTS 9-13; 16-18; 20-23; 32-46 ARMSTRONG AND SCOTT’S FRINDINGER ADDITION TO HAGERSTOWN*, dated July 26, 2004, situate in Hagerstown, Maryland, said plat recorded among the Land Records of Washington County, Maryland as Plat Nos. 7974 – 7975.

3. That this Resolution shall constitute the formal acceptance required by law as set forth in Plat Nos. 7974 – 7975.

4. That the Mayor, City Clerk, and Staff be and are hereby authorized to execute and the attached Resolution, and to take any additional steps necessary to effectuate the purpose of this Resolution.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

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

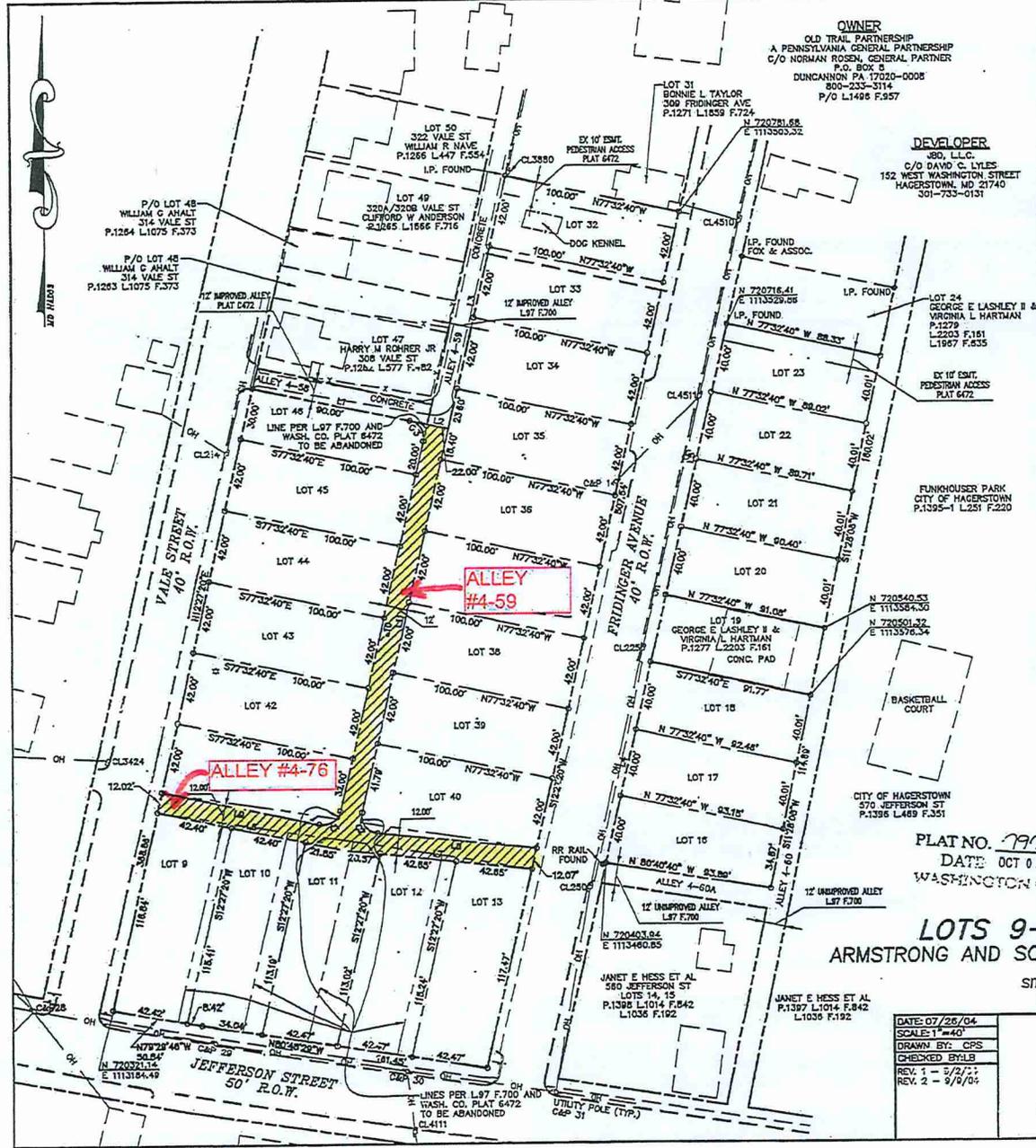
By: \_\_\_\_\_  
William B. McIntire, Mayor

Date of Introduction: March 24, 2026  
Date of Passage: March 24, 2026  
Effective Date: March 24, 2026

PREPARED BY:  
Salvatore & Morton, LLC  
City Attorneys

WASHINGTON COUNTY CIRCUIT COURT (Subdivision Plats, Vol) Plats 7974-7975, MSX, S1255, 6970. Date available 2004/10/05. Printed 07/05/2005.

QUAMTRIPOLI 2003/11/15 11:54:47 AM WASHINGTON COUNTY CIRCUIT COURT (Subdivision Plats, Vol) Plats 7974-7975, MSX, S1255, 6970. Date available 2004/10/05. Printed 07/05/2005.



**OWNER**  
 OLD TRAIL PARTNERSHIP  
 A PENNSYLVANIA GENERAL PARTNERSHIP  
 C/O NORMAN ROSEN, GENERAL PARTNER  
 P.O. BOX 5  
 DUNCANNON PA 17020-0008  
 800-233-3114  
 P/O L1498 F.957

**DEVELOPER**  
 ASD, LLC  
 C/O DAVID C. LYLES  
 152 WEST WASHINGTON STREET  
 HAGERSTOWN, MD 21740  
 301-733-0131

ADJUSTED LOT AREAS			EXISTING LOT AREAS		
AREA	AREA (S.F.)	AREA (AC.)	AREA	AREA (S.F.)	AREA (AC.)
LOT 9	4924	0.11	LOT 9	4383	0.10
LOT 10	4850	0.11	LOT 10	4327	0.10
LOT 11	4771	0.11	LOT 11	4326	0.10
LOT 12	4838	0.11	LOT 12	5957	0.14
LOT 13	4953	0.11	LOT 13	5983	0.14
LOT 16	3499	0.08	LOT 16	3499	0.08
LOT 17	3712	0.09	LOT 17	3712	0.09
LOT 18	3685	0.08	LOT 18	3685	0.08
LOT 20	3630	0.08	LOT 20	3630	0.08
LOT 21	3802	0.09	LOT 21	3602	0.08
LOT 22	3574	0.08	LOT 22	3574	0.08
LOT 23	3547	0.08	LOT 23	3547	0.08
LOT 32	4200	0.10	LOT 32	4200	0.10
LOT 33	4200	0.10	LOT 33	4200	0.10
LOT 34	4200	0.10	LOT 34	4200	0.10
LOT 35	4200	0.10	LOT 35	4200	0.10
LOT 36	4200	0.10	LOT 36	4200	0.10
LOT 37	4200	0.10	LOT 37	4200	0.10
LOT 38	4200	0.10	LOT 38	4200	0.10
LOT 39	4200	0.10	LOT 39	4200	0.10
LOT 40	4720	0.11	LOT 40	4434	0.10
LOT 41	4378	0.10	LOT 41	3526	0.08
LOT 42	4200	0.10	LOT 42	4200	0.10
LOT 43	4200	0.10	LOT 43	4200	0.10
LOT 44	4200	0.10	LOT 44	4200	0.10
LOT 45	4200	0.10	LOT 45	4200	0.10
LOT 46	2920	0.07	LOT 46	2920	0.07
ALLEY DEDICATION	2900	0.13	OUT CLAIMED ALLEY	5338	0.12
<b>TOTAL</b>	<b>117543</b>	<b>2.69</b>	<b>TOTAL</b>	<b>117543</b>	<b>2.69</b>

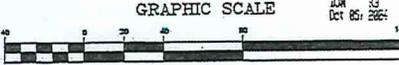
CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING
C1	15.71	10.00	10.00	14.14	N57°22'00"E
C2	16.50	10.00	11.15	14.89	S85°40'06"E
C3	15.71	10.00	10.00	14.14	N32°32'40"W

- LEGEND**
- ALLEY DEDICATION
  - OLD TRAIL PARTNERSHIP PROPERTY
  - MONUMENT FOUND
  - IRON PIN TO BE SET

LINE TABLE		
LINE	LENGTH	BEARING
L1	100.00	S77°22'40"E
L2	12.00	S77°32'40"E
L3	149.60	N12°27'20"E
L4	120.00	N12°27'20"E
L5	160.00	N12°27'20"E
L6	106.53	S77°32'40"E
L7	103.97	S85°42'32"E
L8	86.44	N83°47'32"W
L9	80.00	N77°32'40"W
L10	223.00	S77°32'40"W
L11	228.19	N12°27'20"E

**NOTES**  
 OLD TRAIL PARTNERSHIP PROPERTY BEING PART OF "ARMSTRONG AND SCOTT'S FRIDINGER ADDITION TO HAGERSTOWN" RECORDED AT LIBER 97, FOLIO 708 DATED JANUARY 1882 ACCORDING TO THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND.

**WATER AND SEWER SERVICE BY**  
 CITY OF HAGERSTOWN  
 WATER AND SEWER DEPARTMENT  
 CLEANWATER CIRCLE  
 HAGERSTOWN, MD 21740  
 PLAT # 7974



PLAT NO. 7974  
 DATE OCT 05 2004  
 WASHINGTON COUNTY

**REPLAT**  
**LOTS 9-13; 16-18; 20-23; 32-46**  
 ARMSTRONG AND SCOTT'S FRIDINGER ADDITION TO HAGERSTOWN  
 WASHINGTON COUNTY PLAT L97/F700  
 SITUATE ALONG NORTH SIDE OF JEFFERSON STREET  
 HAGER-TOWN, WASHINGTON COUNTY, MARYLAND

DATE: 07/26/04  
 SCALE: 1"=40'  
 DRAWN BY: CPS  
 CHECKED BY: BLS  
 REV. 1 - 5/22/04  
 REV. 2 - 9/9/04

**Antietam Design**  
 Civil Structural Traffic  
 Engineering  
 136 N. Jonathan Street  
 Hagerstown, MD 21740 (301)739-2400  
 Myersville (CJ)415-8299 Fax-(301)766-0001  
 E-Mail AntietamDesign@aol.com

DISTRICT: 22  
 TAX MAP No: 304  
 JOB NUMBER: 04-145  
**SHEET NO**  
 1 OF 2

S-2004-27 MSX 55U 12.55 4970

1 person

**MINIMUM BUILDING SETBACKS**

FRONT 25'  
 REAR 35'  
 SIDE 12'

MINIMUM SETBACKS, MINIMUM LOT AREA AND WIDTH MODIFIED AS SHOWN ON THE VARIANCE CHART BELOW BY THE HAGERSTOWN BOARD OF ZONING APPEALS AT THEIR SEPTEMBER 22, 2004 MEETING. CASE Z-2004-30.

**VARIANCE**

LOT NUMBER	LOT AREA (SF)	LOT WIDTH (FT)	FRONT YARD DEPTH (FT)	REAR YARD DEPTH (FT)	MIN. AGGREGATE DEPTH (FT)	SIDE YARD DEPTH (FT)	2ND FRONT YARD DEPTH (FT)
9	4824	42.4	30	10	10 5'		7
10	4850	42.4	28	10	10		
11	4771	42.4	25	10	10		
12	4839	42.4	25	10	10		
13	4933	42.4	28	10	10 5'		7
16			10		7	2	
17			10		10		
18	3504	39	10		9		
20			10		10		
21			10		10		
22			10		10		
23			10		10		
32			10	28	12		
33			10	28	10		
34			10	26	10		
35			10	26	10		
36			10	26	10		
37			10	26	10		
38			10	26	10		
39			10	26	10		
40	4719	42.1	10	28	12		
41	4178	42	10	28	12		
42			10	26	10		
43			10	26	10		
44			10	26	10		
45			10	26	10		
46	2978	30	10	30	8		

**ADDITIONAL OWNER'S STATEMENT**

THE UNDERSIGNED GRANT TO THE CITY OF HAGERSTOWN, MARYLAND (HEREINAFTER CALLED CITY) A PERPETUAL EASEMENT FOR THE PURPOSE OF REPAIRING, RECONSTRUCTING, INSPECTING, OPERATING, MAINTAINING, REPAIRING, ALTERING, AND REMOVING ELECTRIC AND COMMUNICATION LINES INCLUDING ALL NECESSARY POLES, WIRES, ANCHORS, CABLES, CONDUITS, METERS, AND OTHER FACILITIES OVER, UNDER, UPON, AND ALONG ANY AND ALL PARCELS TOGETHER WITH THE PERPETUAL RIGHT OF INGRESS AND EGRESS AT ALL TIMES OVER ANY AND ALL PARCELS FOR PEDESTRIAN, VEHICLE, AND EQUIPMENT TRAFFIC TO AND FROM SAID FACILITIES.

- SAID ELECTRIC AND COMMUNICATION LINES MAY BE LOCATED AS FOLLOWS:
1. FACILITIES MAY BE LOCATED AS INDICATED ON THE PLAT.
  2. FACILITIES MAY ALSO BE LOCATED ALONG, IN, AND ADJACENT TO PUBLIC DEDICATED ROADWAYS, STREETS, ALLEYS, AND SIMILAR RESERVATIONS. WIRES MAY BE STRUNG BETWEEN ANY POLES, AND ANCHORS, WHERE NECESSARY, MAY BE PLACED NOT MORE THAN FIFTEEN (15) FEET INSIDE OF BOUNDARY LINES OF LOTS.
  3. SERVICE LINES MAY ALSO BE EXTENDED BY THE MOST DIRECT PRACTICAL ROUTE TO ANY BUILDINGS ON THE HEREIN DESCRIBED PROPERTY OR PROPERTIES ADJACENT THERETO.

THE CITY SHALL HAVE THE RIGHT TO PERMIT THE JOINT OCCUPANCY AND INSTALLATION OF WIRES, CABLES, CONDUITS, OR OTHER FACILITIES OF ANY COMPANY OR PERSONS.

THE CITY SHALL HAVE THE RIGHT AT ALL TIMES TO CUT, TRIM, REMOVE, OR BY ANY OTHER MEANS CLEAR AND KEEP CLEAR TREES, SHRUBS, FENCES, STRUCTURES, OR ANY OTHER OBSTRUCTIONS OVER, UNDER, AND ALONGSIDE THE CITY'S FACILITIES SUFFICIENTLY FOR THE SAFE AND PROPER OPERATION, MAINTENANCE, AND USE THEREOF.

TREES, STRUCTURES, BUILDINGS, AND OTHER OBSTRUCTIONS SHALL NOT BE PLACED UNDER OR OVER SAID FACILITIES, AND ADEQUATE HORIZONTAL CLEARANCES, WITH A FIVE (5) FOOT MINIMUM, MUST BE MAINTAINED. GARDENS, SHRUBBERY, AND THE USUAL FENCES MAY BE PLACED BELOW OVERHEAD SERVICE LINES, PROVIDED SUCH OBSTRUCTIONS DO NOT INTERFERE WITH SAFE AND PROPER OPERATION AND MAINTENANCE OF THE CITY'S FACILITIES.

THE PROVISIONS HEREOF INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS, HEIRS, LICENSEES, AND/OR ASSIGNS OF THE RESPECTIVE PARTIES HERETO, AND ALL COVENANTS SHALL APPLY TO AND RUN WITH THE LAND.

WITNESS OUR HANDS AND SEALS THIS 16 DAY OF SEPTEMBER, 2004.

9/16/04 Norman Rosen  
 DATE OLD TRAIL PARTNERSHIP, A PENNSYLVANIA GENERAL PARTNERSHIP  
 NORMAN ROSEN, GENERAL PARTNER

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

I (WE) DO HEREBY CERTIFY THAT I (WE) ARE THE LEGAL AND TRUE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) ADHERE TO THE PLAN OF SUBDIVISION AND ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES.

I (WE) DO HEREBY DEDICATE ALL UTILITY EASEMENTS AND DRAINAGE AREAS UNTO THE MAYOR AND CITY COUNCIL OF HAGERSTOWN, MARYLAND AND RESERVE THE FEE SIMPLE TITLE TO ALL RIGHTS-OF-WAY, STREETS, ALLEYS, OPEN SPACES AND OTHER PUBLIC SITES.

I (WE) DO HEREBY OFFER TO DEDICATE SAID AREAS AND ALL PUBLIC UTILITY SYSTEMS THEREIN TO THE MAYOR AND CITY COUNCIL OF HAGERSTOWN, MARYLAND, FOR USE OF THE PUBLIC IN GENERAL. SAID OFFER SHALL NOT BE DEEMED TO BE ACCEPTED BY THE CITY UNTIL SAID OFFER IS FORMALLY ACCEPTED IN THE MANNER PRESCRIBED BY LAW.

THIS DEED AND AGREEMENT OF DEDICATION SHALL BE BINDING UPON MY (OUR) GRANTEES, ASSIGNS, SUCCESSORS, HEIRS, AND PERSONAL REPRESENTATIVES AND ALL PARTIES AND INTERESTS THERETO HAVE HEREUNTO AFFIRMED THEIR SIGNATURES INDICATING THEIR ASSENT TO THIS PLAN OF SUBDIVISION.

WITNESS OUR HANDS AND SEALS THIS 16 DAY OF SEPTEMBER, 2004.

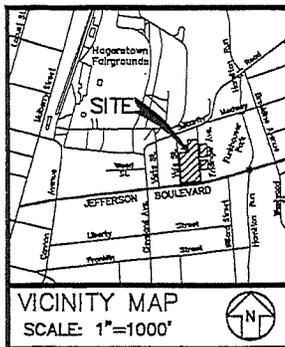
9/16/04 Norman Rosen  
 DATE OLD TRAIL PARTNERSHIP, A PENNSYLVANIA GENERAL PARTNERSHIP  
 NORMAN ROSEN, GENERAL PARTNER

**CERTIFICATE OF INTENT OF REPLAT**

I DO HEREBY CERTIFY THAT THE INTENT OF THE REPLAT SHOWN HEREON IS FOR ACQUISITION OF ADDITIONAL ACREE FOR PROPERTY ENLARGEMENT, READJUSTMENT OF PROPERTY LINES, DEDICATION OF ALLEYS TO THE CITY OF HAGERSTOWN.

WITNESS OUR HANDS AND SEALS THIS 16 DAY OF SEPTEMBER, 2004.

9/16/04 Norman Rosen  
 DATE OLD TRAIL PARTNERSHIP, A PENNSYLVANIA GENERAL PARTNERSHIP  
 NORMAN ROSEN, GENERAL PARTNER



VICINITY MAP  
 SCALE: 1"=1000'

CITY UNIQUE PROPERTY ID # 056-04-001  
 COUNTY TAX MAP 304 PARCEL 1276, 1278, 1279  
 CITY TAX MAP 562 BLOCK 04 P 9-13, 32-46  
 BLOCK 05, P 16-18, 20-23  
 ELECTION DISTRICT 22

**CERTIFICATE OF APPROVAL**

I DO HEREBY CERTIFY THAT THE PLAN FOR SUBDIVISION SHOWN HEREON COMPLIES WITH THE SUBDIVISION ORDINANCE FOR THE CITY OF HAGERSTOWN, MARYLAND, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS NOTED ON THIS PLAT AND IN THE MINUTES OF THE HAGERSTOWN PLANNING COMMISSION, AND IS APPROVED FOR RECORDING IN THE OFFICES OF THE REGISTER OF DEEDS.

HAGERSTOWN PLANNING COMMISSION  
 10/1/04 J. B. [Signature]  
 DATE BY

**CERTIFICATE OF ACCURACY**

TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE HAGERSTOWN PLANNING COMMISSION, AND THAT THE MONUMENTS HAVE BEEN FOUND OR PLACED AS SHOWN HEREON TO THE SPECIFICATIONS OF THE HAGERSTOWN SUBDIVISION ORDINANCE AND THAT IT IS A REPLAT OF LANDS CONVEYED BY LIGHTNING TRANSPORTATION, INC TO OLD TRAIL PARTNERSHIP BY DEED DATED MAY 28, 1984, AND RECORDED IN LIBER 87, FOLIO 957 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND; BEING A SECTION OF ARMSTRONG AND SCOTT'S FRIDINGER ADDITION TO HAGERSTOWN RECORDED JANUARY 14, 1892 AT LIBER 87, FOLIO 700 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND.

9-22-04 Joseph Krobath III #20,010  
 DATE JOSEPH KROBATH III  
 PROFESSIONAL LAND SURVEYOR # 20010



**NOTES**

1. THIS REPLAT HAS BEEN RECORDED FOR THE PURPOSE OF READJUSTMENT OF PROPERTY LINES OF LOTS 9-13, 40, 41, 46 AND DEDICATING ALLEY R.O.W. AREAS TO THE CITY OF HAGERSTOWN.
2. LOTS 9-13, 16-18, 20-23, AND 32-46 ARE EXISTING LOTS OF RECORD BEING A SECTION OF ARMSTRONG AND SCOTT'S FRIDINGER ADDITION TO HAGERSTOWN AS RECORDED AT LIBER 87, FOLIO 700 AND DATED JANUARY 14, 1892 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND.
3. SITE IS ZONED R-2.
4. THESE LOTS ARE SERVED BY PUBLIC WATER AND SEWER.
5. NO 100 YEAR FLOODPLAIN ON THIS SITE, PER FIRM COMMUNITY PANEL NO. 240074-0005 DATED FEBRUARY 15, 1984.
6. THERE ARE NO STEEP SLOPES, STREAMS, STREAM BUFFERS, ENVIRONMENTALLY SENSITIVE AREAS OR HABITAT OF THREATENED OR ENDANGERED SPECIES IDENTIFIED BY THE U.S. FISH AND WILDLIFE SERVICE PER 50 CFR 17 AS REQUIRED TO BE SHOWN BY SECTION 66-23 OF THE ZONING ORDINANCE.
7. COORDINATES WERE TIED TO THE CITY OF HAGERSTOWN CONTROL POINTS #214 AND #215.
8. A 12' WIDE AREA BEHIND THE REAR OF LOTS 9 THROUGH 13 IS HEREBY DEDICATED FOR PUBLIC USE. PLAT FEE-# RECORDING FEE \$2,250.00
9. A 12' WIDE AREA BEHIND THE REAR OF LOTS 41 THROUGH 46 (ALLEY 4-55) IS HEREBY DEDICATED FOR PUBLIC USE. REPT # 2004 DWG # 04-145 DATE: 08-2004 \$11,000.00

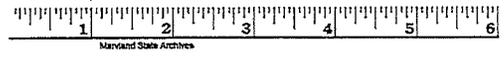
PLAT NO. 1995  
 DATE OCT 05 2004  
 WASHINGTON COUNTY

REPLAT  
**LOTS 9-13; 16-18; 20-23; 32-46**  
 ARMSTRONG AND SCOTT'S FRIDINGER ADDITION TO HAGERSTOWN  
 WASHINGTON COUNTY PLAT L97/F700  
 SITUATE ALONG NORTH SIDE OF JEFFERSON STREET  
 HAGERSTOWN, WASHINGTON COUNTY, MARYLAND

DATE: 7/26/04 SCALE: AS NOTED DRAWN BY: CPS CHECKED BY: LB REV. 1 = 5/2/04 REV. 2 = 5/9/04	<p><b>Antietam Design</b>                  Civil Structural Traffic                  Engineering                  136 N. Jonathan Street                  Hagerstown, MD 21740 (301)739-2400                  Myersville-(301)416-8299 Fax-(301)766-0001                  E-Mail AntietamDesign@aol.com</p>	DISTRICT: 22 TAX MAP No: 304 JOB NUMBER: 04-145 SHEET NO: 2 OF 2
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2004/10/13

MSA SSu 1255 6970-2



Maryland State Archives

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

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**Topic:**

Approval of a License Agreement with MAGIS Properties, LLC for Right-of-Way in Alley #2-35

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

License\_Agreement\_-\_Alley\_#2-35.pdf

**Description**

Motion: Alley 2-35 MAGIS

**REQUIRED MOTION**

**MAYOR & CITY COUNCIL  
HAGERSTOWN, MARYLAND**

**DATE:** February 24, 2026

**TOPIC:** Approval of a License Agreement

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

**MOTION:** I hereby move to approve a resolution to execute a License Agreement with MAGIS Properties, LLC for the use of the unimproved right-of-way of Alley #2-35 to the rear of 20 Summer Street.

DATE OF INTRODUCTION: 2/24/2026

DATE OF APPROVAL: 2/24/2026

EFFECTIVE DATE: 2/24/2026

**CITY OF HAGERSTOWN, MARYLAND**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A LICENSE AGREEMENT  
BETWEEN THE CITY OF HAGERSTOWN AND  
MAGIS PROPERTIES, LLC  
TO PERMIT MAGIS PROPERTIES, LLC  
TO MAINTAIN AN EXISTING SHED AND  
TO CONSTRUCT A DRIVEWAY  
ON A PORTION OF ALLEY 2-35**

RECITALS

**WHEREAS**, the City of Hagerstown, Maryland is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland;

**WHEREAS**, the City has had dedicated to it certain real estate located within the corporate boundaries of the City of Hagerstown and more particularly described as Alley - 2-35;

**WHEREAS**, Magis, LLC, Licensee, desires to occupy or utilize a portion of the City's right-of-way on Alley 2-35 for purposes of (1) maintaining a shed which has existed on a portion of Alley 2-35 since 1981; and (2) the construction and maintenance of a driveway extending from Alley 2-34 to said shed;

**WHEREAS**, the Licensee shall be responsible for all costs of construction, permits, and any other cost associated with the intended use of the License and said use shall be in conformance with all of the requirements of the City and State Building Codes or any other applicable laws;

**WHEREAS**, the Licensee will indemnify and hold harmless the City from any actions, causes of actions, claims, damages, taxes, permit fees, or any other claims including but not limited to, attorney's fees and costs of suit arising from any action brought against the City as a result of the Licensee's use of City property as described herein not resulting from the affirmative negligence of the City or its employees or agents.

**WHEREAS**, the City is willing to grant a license to the Licensee to accomplish the purposes of the Licensee as set forth on the attached License Agreement (inclusive of Exhibit A), attached hereto.

**WHEREAS**, the Mayor and Council have determined that it is in the best interests of the City to enter into this License Agreement.

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

1. That the Mayor be and is hereby authorized to execute and deliver the Right-of-Way License Agreement between the City and Magis, LLC, a copy of which is attached hereto

and incorporated herein by reference and to act as signatory on behalf of the City on any documentation necessary to effectuate the purpose of this resolution.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT** this resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

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

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

Date of Introduction:	February 24, 2026	PREPARED BY:
Date of Passage:	February 24, 2026	SALVATORE & MORTON
Effective Date:	February 24, 2026	CITY ATTORNEY

## LICENSE AGREEMENT

This License Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2026 (“Agreement”), by and between MAGIS PROPERIES, LLC, a State of Maryland Limited Liability Company (“Magis”), and the CITY OF HAGERSTOWN, a municipal corporation existing under and by virtue of the laws of the State of Maryland (“City”), 1 East Franklin Street, Hagerstown, MD 21740.

1. Premises. Magis is the owner a improved real property located at 20 Summer Street, Hagerstown, Maryland (Liber 7803, folio 335) and has requested permission from the City to access, occupy and use a certain portion of real property known as Alley 2-35 within the City’s limits for the purpose of maintaining and accessing an Existing Shed as shown on the attached Exhibit A (the “Premises”). Alley 2-35 is a public right-of-way but the portion sought by Magis for a license is not used by the City as a public alley.

2. Existing Shed. As depicted on Exhibit A, a shed belonging to Magis is located partially on its own property and partially on Alley 2-35. The Shed was constructed on or about 1981 and pursuant to a permit issued by the City.

3. License. The City grants a revocable license to Magis, on a continuing basis, to access occupy, utilize, and maintain the Premises pursuant to the terms and conditions of this Agreement and for those limited purposes specified in Paragraph 1, above (“License”). The License does not “run with the land” and does not provide Magis with a leasehold or other property interest in the Premises. The License merely provides permission, solely to Magis, to occupy, use, and maintain the Premises for the purposes stated in this Agreement, at the Magis’s sole risk and at the City’s sufferance and convenience. The License includes the right to construct a driveway as depicted as “Proposed Driveway for #20 Summer Street” on Exhibit A.

4. Improvements. Magis will maintain the improvements on the Premises in compliance with all reviews, inspections, permits, and approvals required by applicable code, ordinance, law, rule, or regulation. **The Shed will continue to have the size, shape and appearance of the structure depicted in Exhibit A.**

5. City Right of Entry. The License granted under this Agreement is subject to and will in no way diminish the City’s right of entry to the Premises by the City’s employees, contractors, and agents in performance of their duties or exercise of the City’s rights or obligations at any time.

6. Maintenance. Magis shall be responsible, at its own expense, for maintaining the Premises in good order and repair, in a safe, clean, secure,

sanitary, and presentable condition, and in compliance with the provisions of all applicable codes, ordinances, laws, and regulations.

7. Hold Harmless. Magis shall hold harmless and defend the City and its employees, officers, and agents from all claims, suits, and actions arising from the Magis's maintenance of the Shed on the Premises.

8. Insurance. Magis will at all times during the term of the License and at Magis's expense, procure and maintain general liability insurance coverage against personal injury and property damages from an insurance company authorized to do business in the State of Maryland, providing protection for Magis and the City against any and all claims for damages to persons or property as a result of or arising out of the occupancy, use, or maintenance of the Premises or the improvements thereon. The insurance policy will be endorsed to include the City as an additional insured with limits of coverage not less than \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

9. Termination. Both parties will have the right and discretion to terminate this Agreement and the License, with or without cause, pursuant to the following:

- (a) Except as provided otherwise in this Agreement, the terminating party will provide written notice of termination to the non-terminating party at least ninety (90) days prior to the effective date of termination.
- (b) If circumstances arise under which the public interest requires expedited termination of this Agreement and the License, the parties agree to endeavor to provide written notice of termination at least fourteen (14) days prior to the effective date of such expedited termination.
- (c) Except as otherwise agreed by the parties in writing, whenever termination of this Agreement and the License is noticed by either party, Magis shall, at its own cost and expense, remove or cause to be removed from the Premises the Shed, the driveway and any other improvements which have not been made a permanent fixture of the real estate constituting the Premises, and will repair, clean, and restore the Premises to a reasonably good condition acceptable to the City on or before the termination effective date.
- (d) Any notice of termination given under this Paragraph 9 is effective if given in accordance with the notice provisions in this Agreement.

10. Notices. Any notice or request required or permitted pursuant to this Agreement will be in writing and may be delivered personally, by courier such as FedEx, UPS, or U.S. Priority Mail, or by U.S. First Class registered or certified mail, return receipt requested. Such notices and requests may be provided to the respective party at the address given above. Any notice or request, the delivery of which is refused by the recipient, will be deemed given as of the date it was mailed or sent.

11. Entire Agreement. This Agreement and all related attachments set forth all the promises, agreements, conditions, and understandings between Magis and the City relative to the Premises and the License granted herein. No subsequent alteration, amendment, change, addition, or deletion to this Agreement will be binding on the City or Magis, unless in writing and authorized and signed by them and made a part of this Agreement by direct reference.

**ATTEST:**

MAGIS PROPERTIES, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Ioannis Sarantopoulos, President

FOR THE CITY:

**ATTEST:**

**MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN**

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

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

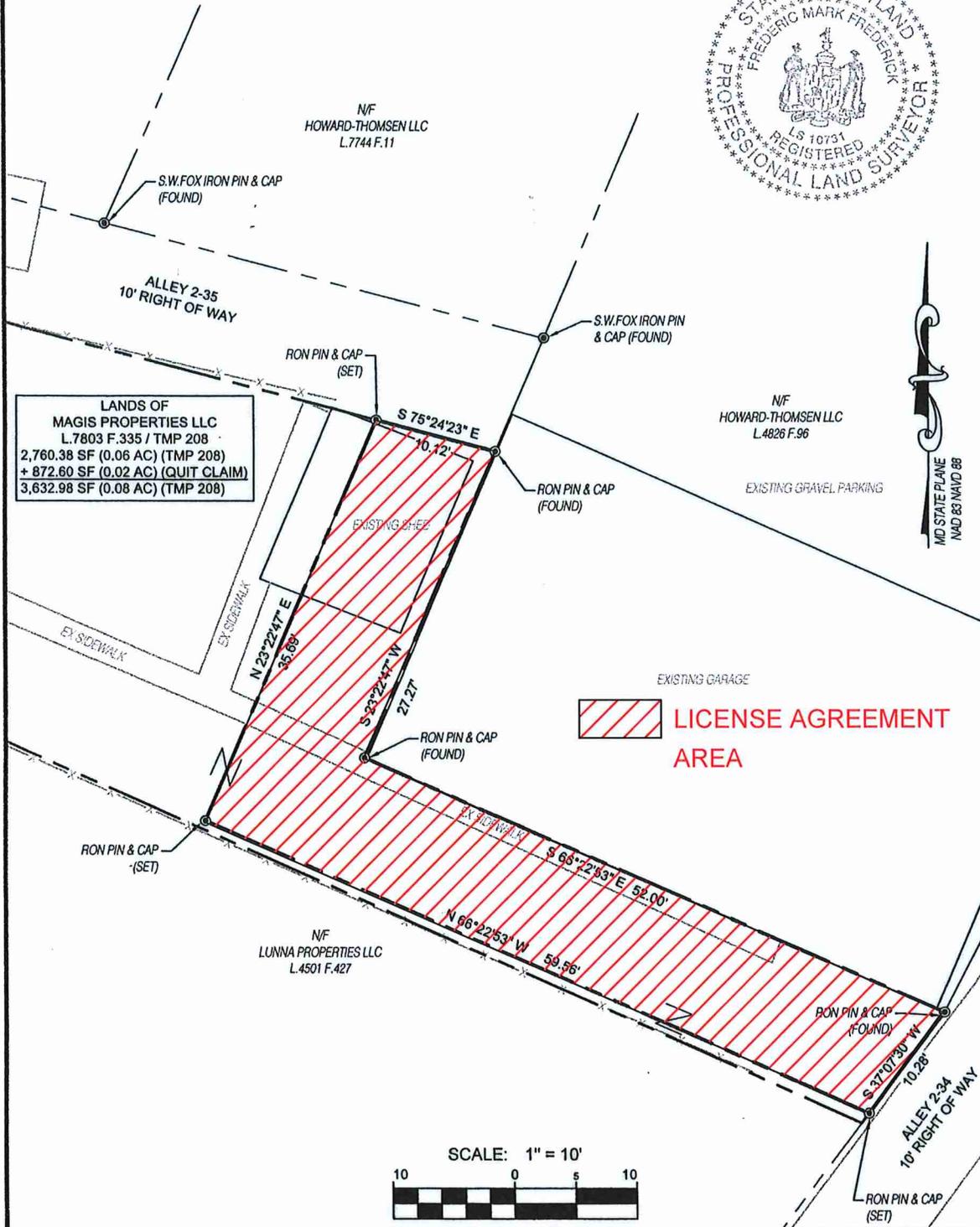
# ALLEY LICENCE AGREEMENT SURVEY

20 SUMMER STREET  
 HAGERSTOWN, MARYLAND 21740  
**FOR**  
 MAGIS PROPERTIES LLC C/O IOANNIS ARANTOPOULOS

### Professional Certification

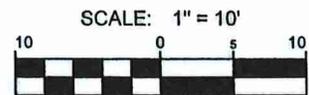
I hereby certify that these documents were prepared by me or under my responsible charge, and that I am a duly licensed Professional Land Surveyor under the Laws of the State of Maryland, License No. 10731, Expiration Date 1/16/2026.

*Frederic M. Frederick* Date **Dec. 3, 2025**  
 Frederic M. Frederick Professional Land Surveyor



LANDS OF  
 MAGIS PROPERTIES LLC  
 L.7803 F.335 / TMP 208  
 2,760.38 SF (0.06 AC) (TMP 208)  
 + 872.60 SF (0.02 AC) (QUIT CLAIM)  
 3,632.98 SF (0.08 AC) (TMP 208)

LICENSE AGREEMENT AREA



PROPERTY INFORMATION	
305-00-208	
DWN BY MTJ	DATE 12-03-2025
PROJECT MANAGER FFrederick	EMAIL FFrederick@fsa-inc.com
SCALE	
1" = 10'	
SHEET 01 OF 01	



EXHIBIT A

© 2025 fsa-inc.com  
 CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS

128 SOUTH POTOMAC STREET HAGERSTOWN, MD 21740 301.791.3650	11142 WILLIAMSPORT PIKE GREENCASTLE, PA 17225 717.597.1007	505 SOUTH HANOVER STREET CARLISLE, PA 17013 717.701.8111	15 EAST MAIN STREET NEW BLOOMFIELD, PA 17068 717.275.7531
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PROJECT NO.  
2025-0313

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

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**Topic:**

Approval of a Resolution: License Agreement with NVR, Inc. for Monument Sign at Kilpatrick Woods

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

License\_Agreement\_-\_Kilpatrick\_Woods\_monument\_sign\_(003).pdf

**Description**

Motion and Resolution - Kilpatrick Monument

**REQUIRED MOTION**

**MAYOR & CITY COUNCIL  
HAGERSTOWN, MARYLAND**

**DATE:** February 24, 2026

**TOPIC:** Approval of a License Agreement

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

**MOTION:** I hereby move to approve a resolution to execute a License Agreement with NVR, Inc. for the installation of a monument sign in the right-of-way of Admiral Fairfax Drive in the Kilpatrick Woods development.

DATE OF INTRODUCTION: 2/24/2026

DATE OF APPROVAL: 2/24/2026

EFFECTIVE DATE: 2/24/2026

**CITY OF HAGERSTOWN, MARYLAND**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RIGHT-OF-WAY LICENSE AGREEMENT  
BETWEEN THE CITY OF HAGERSTOWN AND NVR, INC.,  
TO PERMIT NVR, INC. TO INSTALL A MONUMENT SIGN  
IN CONNECTION WITH THE KILPATRICK WOODS  
RESIDENTIAL DEVELOPMENT**

**RECITALS**

**WHEREAS**, the City of Hagerstown, Maryland is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland;

**WHEREAS**, the City has had dedicated to it certain real estate located within the corporate boundaries of the City of Hagerstown and more particularly described as the right-of-way for Admiral Fairfax Drive;

**WHEREAS**, NVR, Inc., Licensee, desires to occupy or utilize a portion of the City's right-of-way on Admiral Fairfax Drive for purposes of construction and maintenance of a monument sign announcing the entry to the Kilpatrick Woods residential development;

**WHEREAS**, the Licensee shall be responsible for all costs of construction, permits, and any other cost associated with the intended use of the License and said use shall be in conformance with all of the requirements of the City and State Building Codes or any other applicable laws;

**WHEREAS**, the Licensee will indemnify and hold harmless the City from any actions, causes of actions, claims, damages, taxes, permit fees, or any other claims including but not limited to, attorney's fees and costs of suit arising from any action brought against the City as a result of the Licensee's use of City property as described herein not resulting from the affirmative negligence of the City or its employees or agents.

**WHEREAS**, the City is willing to grant a license to the Licensee to accomplish the purposes of the Licensee as set forth on the attached Right-of-Way License Agreement (inclusive of Exhibits A and B), attached hereto.

**WHEREAS**, the Mayor and Council have determined that it is in the best interests of the City to enter into this License Agreement.

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

1. That the Mayor be and is hereby authorized to execute and deliver the Right-of-Way License Agreement between the City and NVR, Inc., a copy of which is attached hereto and incorporated herein by reference and to act as signatory on behalf of the City on any documentation necessary to effectuate the purpose of this resolution.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT** this resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

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

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

Date of Introduction: February 24, 2026  
Date of Passage: February 24, 2026  
Effective Date: February 24, 2026

PREPARED BY:  
SALVATORE & MORTON  
CITY ATTORNEY

RIGHT-OF-WAY LICENSE AGREEMENT

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Hagerstown, a Maryland municipal corporation, hereinafter called City and **NVR, Inc.**, hereinafter called Licensee.

**WHEREAS**, the City has had dedicated to it certain real estate located within the corporate boundaries of the City of Hagerstown and more particularly described on the attached Exhibit “B” as the right of way for Admiral Fairfax Drive, and

**WHEREAS**, Licensee desires to occupy or utilize a portion of the City’s right-of-way for purposes set forth on the attached Exhibit A, and

**WHEREAS**, the City is willing to grant a license to the Licensee to accomplish the purposes of the Licensee as set forth on Exhibit A subject to the following terms and conditions.

**WITNESSETH**, that for and in consideration of the mutual promises herein contained the City and the Licensee agree as follows:

1. The City of Hagerstown does hereby grant a non-exclusive license to the Licensee covering the property described as “PROPOSED SIGN LOCATION (WITH BOLLARDS)” in Exhibit B for the purposes set forth on the attached Exhibit A but subject to the terms of this Agreement.
2. The Licensee shall be responsible for all costs of construction, permits, and any other cost associated with the intended use of the Licensee and said use shall be in conformance with all of the requirements of the City and State Building Codes or any other applicable laws.
3. The Licensee shall be responsible for the repair and maintenance of any construction which it undertakes on the property of the City as described in Exhibit A,
4. The Licensee will indemnify and hold harmless the City from any actions, causes of actions, claims, damages, taxes, permit fees, or any other claims including but not limited to, attorney’s fees and costs of suit arising from any action brought against the City as a result of the Licensee’s use of City property as described herein not resulting from the affirmative negligence of the City or its employees or agents.

5. The Licensee shall construct a monument entrance sign in the right-of-way of Admiral Fairfax Drive near the entrance to the Kilpatrick Woods residential development. The following conditions are placed upon approval of this sign construction:
  - a. The Licensee shall be solely responsible for maintenance of the proposed monument sign and any lights or landscaping features around the sign.
  - b. The Licensee shall obtain all necessary City permits for the installation of the sign, including (but not limited to) a sign permit, a building permit, any required permits for electrical service at the sign, and any required permits for an irrigation system for the landscaping features around the sign (if such a system is installed).
  - c. The sign shall be located to provide a minimum of three (3) feet of clearance between the sign and an existing fire hydrant near the proposed sign location.
6. In the event of termination of this Agreement, and at the request of the City, the Licensee shall remove the sign and related appurtenances, and shall restore the area to existing conditions as of the date of this Agreement. Any damage to pavement, curb, sidewalk, fences, utilities, etc. in the public right-of-way shall be replaced by the Licensee. If the Licensee fails to remove the sign after termination of this Agreement and the City's request for its removal, the City may have the sign removed at the Licensee's expense.
7. This license shall terminate upon the earlier of any of the following:
  - (a) Ninety (90) days after notice to the Licensee from the City that it desires to terminate this license; or
  - (b) A transfer of ownership of the sign from the specific Licensee identified herein (this license shall not run with the land); or
  - (c) Destruction or removal of the improvements described on the attached Exhibit A
8. This Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law principles. This Agreement (including Exhibits A and B, which are incorporated herein) contains the

entire understanding of the parties; and there are no representations, warranties, covenants, or undertakings other than those expressly set forth in this Agreement.

Witness our hands and seals the day and year first above written.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

CITY OF HAGERSTOWN, MARYLAND

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

\_\_\_\_\_  
William McIntire  
Mayor

ATTEST:

NVR, INC.

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Name and title:

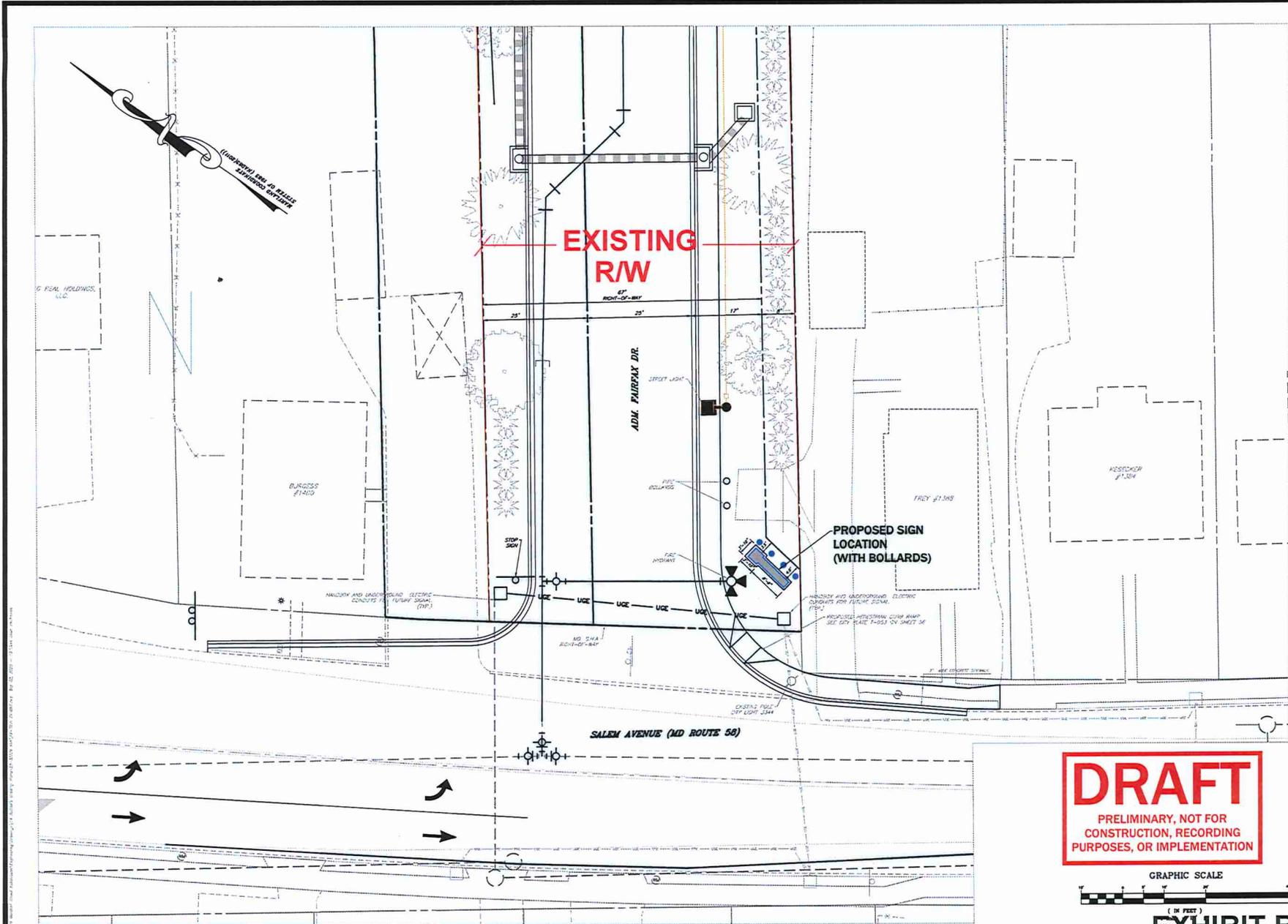
Attachments: Exhibits A, B

# EXHIBIT A

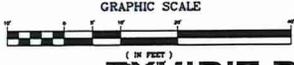
## LICENSE AGREEMENT FOR KILPATRICK WOODS MONUMENT SIGN ADMIRAL FAIRFAX DRIVE

The Licensee shall construct a monument entrance sign in the right-of-way of Admiral Fairfax Drive near the entrance to the Kilpatrick Woods residential development in the location depicted on Exhibit B. The following conditions are placed upon approval of this sign construction:

- a. The Licensee shall be solely responsible for maintenance of the proposed monument sign and any lights or landscaping features around the sign.
- b. The Licensee shall obtain all necessary City permits for the installation of the sign, including (but not limited to) a sign permit, a building permit, any required permits for electrical service at the sign, and any required permits for an irrigation system for the landscaping features around the sign (if such a system is installed).
- c. The sign shall be located to provide a minimum of three (3) feet of clearance between the sign and an existing fire hydrant near the proposed sign location.



**DRAFT**  
 PRELIMINARY, NOT FOR  
 CONSTRUCTION, RECORDING  
 PURPOSES, OR IMPLEMENTATION



**EXHIBIT B**



**FOX & ASSOCIATES, INC.**  
 ENGINEERS • SURVEYORS • PLANNERS  
 83 WOODS MILL COURT  
 ANNAPOLIS, MD 21403  
 PHONE: (410) 343-8000  
 or (410) 418-7250  
 FAX: (410) 343-1650  
 www.foxandassociates.com  
 E-mail: fox@foxandassociates.com

DATE	ROOM

**SIGN EXHIBIT**  
**KILPATRICK WOODS**  
 SITUATE ON THE EAST SIDE OF SALEM AVENUE  
 CITY OF HAGERSTOWN  
 WASHINGTON COUNTY, MARYLAND

SCALE: 1"=10'

PROJECT NO.	25-32226
DRAWING NO.	8-28-25
DATE	
DRAWN BY	rs
CHECKED BY	gsp

SHEET 1 OF 1

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

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**Topic:**

Approval to Not Re-Install Traffic Beacon at Baltimore Street and Mill Street

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_-\_Mill\_Street\_Beacon.pdf

**Description**

Motion: Approval Not to Re-  
Install Traffic Beacon  
Balt/Mill St

**REQUIRED MOTION**

**MAYOR & CITY COUNCIL  
HAGERSTOWN, MARYLAND**

**DATE:** February 24, 2026

**TOPIC:** Approval to not reinstall a traffic beacon

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

**MOTION:** I hereby move to accept the recommendation of the Board of Traffic & Parking and the City Engineer to not reinstall a traffic beacon at the intersection of Mill Street and E. Baltimore Street. The rate of accidents at that intersection does not currently warrant the installation of a beacon. The City will monitor accident rates at that intersection, and may elect to install a beacon in the future if traffic volumes increase.

DATE OF INTRODUCTION: 2/24/2026  
DATE OF APPROVAL: 2/24/2026  
EFFECTIVE DATE: 2/24/2026

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

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**Topic:**

Approval to add 441 South Potomac Street to the City's Competitive Negotiate Sale (CNS) Process

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

022426\_RS\_441\_S\_Potomac.pdf

**Description**

Approval to add 441 South Potomac Street to the City's Competitive Negotiate Sale (CNS) Process.

**REQUIRED MOTION**

**MAYOR & CITY COUNCIL  
HAGERSTOWN, MARYLAND**

**DATE:** February 24, 2026

**TOPIC:** **Approval to add 441 South Potomac Street to the City’s Competitive Negotiated Sale (CNS) Process**

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

**MOTION:** I hereby move for the Mayor & City Council to approve the addition of 441 South Potomac Street to the City’s Competitive Negotiated Sale (CNS) Process, with the goal of transferring the property to the private sector and returning the property to the tax rolls. Purchase proposals will be evaluated based on both offer price and how the future use of the property will contribute to the vitality of the neighborhood.

DATE OF INTRODUCTION: 2/24/2026  
DATE OF PASSAGE: 2/24/2026  
EFFECTIVE DATE: 2/24/2026



TO: Scott Nicewarner, City Administrator

FROM: Doug Reaser, Business Development Specialist

DATE: January 30, 2026

RE: Review of 441 S. Potomac Street addition to the Competitive Negotiated Sale program

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Staff will attend the February 3<sup>rd</sup> Work Session to review adding 441 S Potomac Street the site to the City's Competitive Negotiated Sale (CNS) program with the goal of transferring the property to the private sector for redevelopment.

#### **441 S. Potomac**

- The site was purchased in 2024 from Columbia Gas.
- The property includes ~.65 acres in area. The area is identified as Parcels 1 and 3 in the attached Exhibit A.

#### **Competitive Negotiated Sale Process**

A brief summary of the Competitive Negotiated Sales Process is as follows:

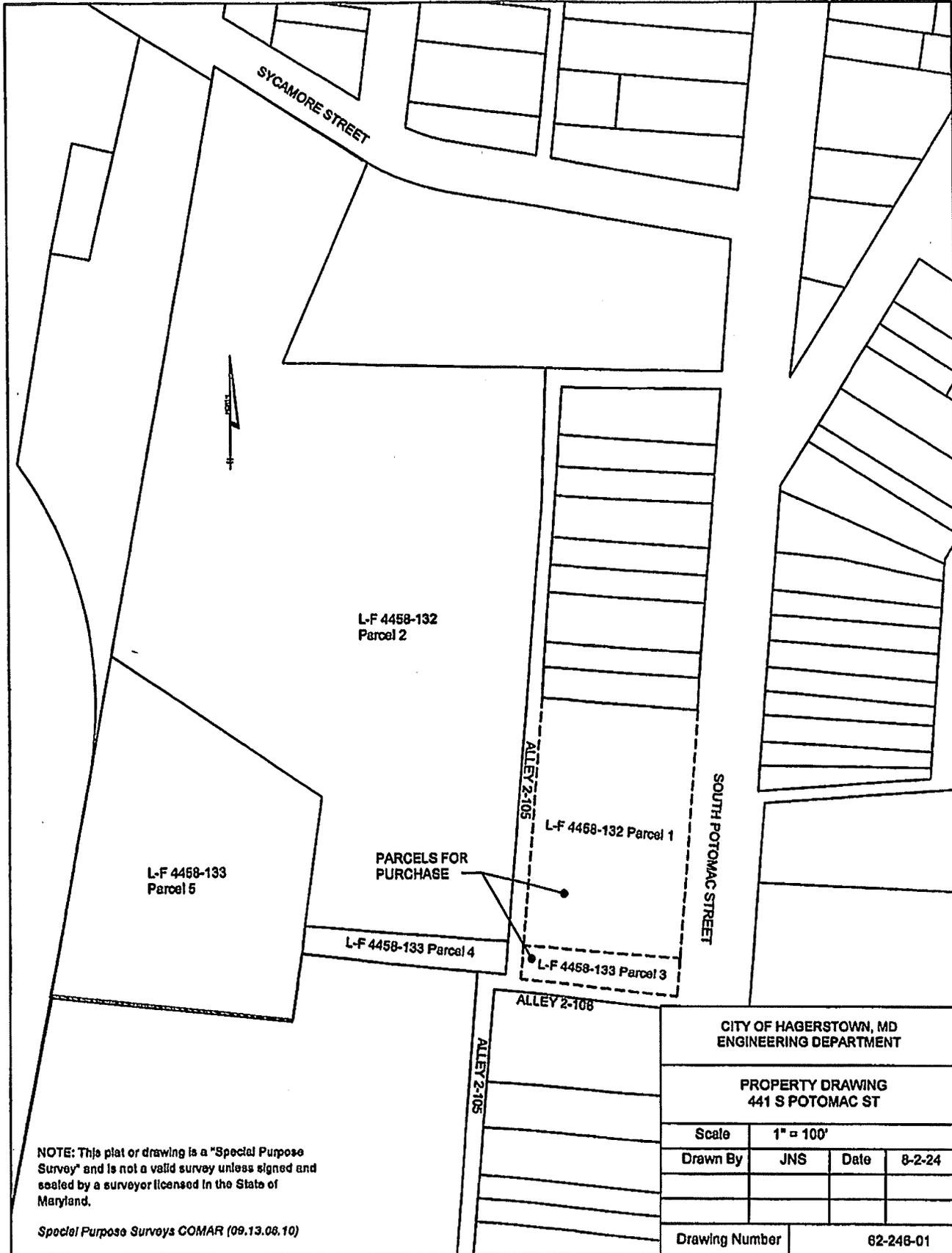
- The Competitive Negotiated Sale is a process that facilitates the sale of City-owned properties with the goal of returning the property to the private sector for its redevelopment and highest/best use.
- The City of Hagerstown makes real estate available for purchase and redevelopment.
- The Department of Planning and Economic Development (DPED) coordinates the process and accepts purchase applications.
- The Mayor and City Council identifies properties to be offered for sale and ultimately approves any development concept and purchase.

An overview of the CNS process is included as an attachment. Staff request Mayor and City Council direction on adding the site to the CNS program.

Attachments: Exhibit A of 441 S Potomac Street  
Competitive Negotiated Sale Process Summary  
Draft Motion

- c. Jill Thompson  
Michelle Hepburn  
Eric Deike  
Jim Bender

EXHIBIT A



City of Hagerstown

**Competitive Negotiated Sale Process  
SUMMARY**

The following is a summary of the program which originated in 2013.

**Program Overview**

- The Competitive Negotiated Sale is a process that facilitates the sale of City-owned properties with the goal of returning the property to the private sector for its redevelopment and highest/best use. The City of Hagerstown makes real estate available for purchase and redevelopment. The Department of Planning and Economic Development (DPED) coordinates the process and accepts purchase applications. The Mayor and City Council identifies properties to be offered for sale and ultimately approves any development concept and purchase.
- Any entity or individual may qualify to purchase City property through this process except that some restrictions may apply to City of Hagerstown employees. The purchaser must provide a project plan and budget and be able to demonstrate the financial ability and experience necessary to complete the purchase, the proposed development plan and /or the operation and proper maintenance of the property.
- Properties currently available through CNS:
  - Elizabeth Hager Center, 14 N Potomac St.
  - Central Lot Site A and Site B

**Program Process**

- Applicants must submit a completed CNS application form, along with all required supporting documents to DPED. A cross-department staff committee reviews all application submittals and recommends complete and viable applications to the Mayor and City Council. Competitive proposals are accepted on an ongoing basis. During committee review of CNS proposals, the development plan is weighed equally if not more importantly than the proposed sale price. The goal is to find the highest and best use of each CNS property.
- CNS properties are marketed through the City of Hagerstown's (DPED) website, through free real-estate websites such as Co-Star, by local realtors and developers and through signage on the buildings.
- CNS properties acquired or rehabilitated with State Community Legacy funds may restrict the types of uses for the property. For example, Community Legacy funded buildings cannot be used for the following: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shops, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- CNS properties acquired or rehabilitated with CDBG funds typically require sale proceeds to return to the CDBG program.
- DPED staff maintains documentation concerning other aspects of CNS properties where applicable, such as code overviews and environmental assessment reports.

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

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**Topic:**

City-Wide Mowing Contract

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_for\_City\_Wide\_Mowing\_Contract\_-\_2026.pdf

**Description**

Motion for Mowing Contract

**REQUIRED MOTION**

**MAYOR AND CITY COUNCIL  
HAGERSTOWN, MARYLAND**

**DATE:** February 24, 2026

**TOPIC:** Approval of City-Wide Mowing Contract 2026: 3/15/26-12/15/26

**Charter Amendment** \_\_\_\_\_  
**Code Amendment** \_\_\_\_\_  
**Ordinance** \_\_\_\_\_  
**Resolution** \_\_\_\_\_  
**Other**   X  

**MOTION:**

I hereby move for the Mayor and Council to authorize and approve the renewal of the City-Wide Mowing Contract for the contract term of March 15, 2026 through December 15, 2026. This is year two (2) of two (2) optional one-year renewals. The total contract amount is \$313,443.65.

<b>Department Name</b>	<b>Contractor Name</b>	<b>Department Total</b>
Electric Division	Custom Landscape Management, Inc.	\$6,751.65
Department of Parks and Recreation	Custom Landscape Management, Inc.	\$118,905.00
Water Division	Murray's Lawn & Property Care	\$24,870.00
Water Division Contingent Items (locations WC1-10A)	Murray's Lawn & Property Care	\$20,825.00
Wastewater Division	Custom Landscape Management, Inc.	\$5,262.50
Police Department	Lawn Enforcement LLC	\$9,625.00
Fire Department	Custom Landscape Management, Inc	\$4,912.50
Public Works	Custom Landscape Management, Inc.	\$122,292.00
<b>Grand Total</b>		<b>\$ 313,443.65</b>

DATE OF PASSAGE: 2/24/2026

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

---

**Topic:**

City-Wide Dumpster Service Contract

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_for\_City\_Wide\_Dumpster\_Service\_Contract\_\_-\_FY26\_FY27.pdf

**Description**

Motion for Dumpster Contract

**REQUIRED MOTION**

**MAYOR AND CITY COUNCIL  
HAGERSTOWN, MARYLAND**

**DATE:** February 24, 2026

**TOPIC:** Approval of City-Wide Dumpster Service Contract

**Charter Amendment** \_\_\_\_\_  
**Code Amendment** \_\_\_\_\_  
**Ordinance** \_\_\_\_\_  
**Resolution** \_\_\_\_\_  
**Other**   X  

**MOTION:**

I hereby move for the Mayor and Council to authorize and approve the remaining twenty-four (24) months of the initial thirty-six (36) month contract. The remaining contract term is from April 1, 2026 through March 31, 2028 with the possibility of one (1) additional thirty-six (36) month period subject to the mutual consent of the City of Hagerstown and BFI Waste Services, LLC dba Republic Services of Hagerstown. The total remaining contract amount is \$171,000.00.

<b>Department Name</b>	<b>Department Total</b>
Electric Division	\$20,000.00
Department of Parks and Recreation	\$53,900.00
Water Division	\$3,000.00
Wastewater Division	\$66,700.00
Fire Department	\$10,400.00
Public Works	\$17,000.00
Grand Total	\$171,000.00

DATE OF PASSAGE: 2/24/26