

Mayor and Council
Executive Session, Special Session (33rd Voting Session) and
Work Session
March 10, 2026
Agenda

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

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

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

"Your life changes the moment you make a new, congruent and committed decision" – Tony Robbins

EXECUTIVE SESSION

3:00 PM 1. **The Mayor and Council will meet in Open Session only for the purpose of voting to close its meeting to discuss matters that the Open Meetings Act permits it to discuss in Executive/Closed Session.**

3:00 PM 2. EXECUTIVE SESSION – Council Chamber, 2nd floor, City Hall

4:00 PM SPECIAL SESSION

4:00 PM 1. Approval of a Resolution: Authorizing Support of HB 1142, Establishing the Task Force to Modernize County and Municipal Revenue Sources

4:00 PM WORK SESSION

4:15 PM 1. State of the City Video

4:40 PM 2. Revised License Agreement: Kilpatrick Woods Monument Sign - *Jim Bender, City Engineer*

4:45 PM 3. Wholesale Power Services Agreement – *Nathan Fridinger, Deputy Director Electric Operations and Nancy Hausrath, Director of Utilities*

5:05 PM 4. Distributed Energy Resources – Solar and Battery Energy Storage Systems – *Nathan Fridinger, Deputy Director of Electric Operations and Jason Bachtell, Electric Engineering Manager*

5:25 PM 5. City Civics Academy: Maryland 250 Grant – *Councilmember Erika Bell*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

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

Topic:

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

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

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

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

March_10__2026_Executive_Session.pdf

Description

Executive Session Agenda



**MAYOR AND CITY COUNCIL
EXECUTIVE SESSION
MARCH 10, 2026
AGENDA**

Vision Statement:

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

Mission Statement:

“The City of Hagerstown shall be a community focused municipality.”

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

3:00 p.m. EXECUTIVE SESSION

1. To consult with counsel to obtain legal advice; (#7)

** Business Proposal Process Clarification*

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

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY : Mayor & City Council

DATE : March 10, 2026

PLACE : Council Chamber, 2nd floor, City Hall

TIME : 3:00 p.m.

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

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

EXECUTIVE SESSION AGENDA

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

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

Topic:

Approval of a Resolution: Authorizing Support of HB 1142, Establishing the Task Force to Modernize County and Municipal Revenue Sources

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_and_Resolution_HB1142.pdf

Description

Motion/Resolution: HB1142

REQUIRED MOTION

**MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: March 10, 2026

TOPIC: Approval of a Resolution: Authorizing Support of HB 1142, Establishing the Task Force to Modernize County and Municipal Revenue Sources

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

MOTION: I hereby move for Mayor and Council approval of a resolution authorizing support of HB1142. This bill would establish a task force to provide a data-driven, non-partisan forum to study inequities in the current local revenue structure and recommend solutions to ensure municipal governments can remain fiscally resilient without overburdening local property owners.

DATE OF PASSAGE: 03/10/2026
EFFECTIVE DATE: 03/10/2026

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE SUPPORT OF HB 1142, ESTABLISHING THE TASK FORCE TO MODERNIZE COUNTY AND MUNICIPAL REVENUE SOURCES

RECITALS

WHEREAS, the City of Hagerstown provides essential frontline services to its residents, including public safety, infrastructure maintenance, and community planning, all of which rely on stable and diversified revenue streams; and

WHEREAS, municipal governments are facing unprecedented inflationary pressures on construction materials, fuel, and labor, alongside increasing state-mandated costs, making the need for modern and flexible revenue sources more urgent than ever; and

WHEREAS, Maryland’s municipalities are primary drivers of economic activity and tourism in the State, yet the current tax structure fails to reinvest a fair share of the wealth generated within municipal borders back into the local infrastructure that supports this growth; and

WHEREAS, Maryland is one of only six states that fails to share tax revenue from the sale of goods or services with local governments or allow those governments to collect it themselves, creating an over-reliance on property taxes; and

WHEREAS, the current local revenue structure in Maryland has not been comprehensively updated in decades and does not reflect the modern shift toward a service and digital based economy; and

WHEREAS, the proposed Task Force would provide a data-driven, non-partisan forum to study these inequities and recommend solutions that ensure municipal governments can remain fiscally resilient without overburdening local property owners.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hagerstown, Maryland as its duly constituted legislative body is taking the following actions:

1. **Support for Legislation:** The City of Hagerstown formally supports the passage of HB 1142 and urges the House Ways and Means Committee and the Senate Budget and Taxation Committee to issue a **Favorable Report**.
2. **Communication of Resolution:** A copy of this resolution shall be transmitted to:

Senator Paul Corderman
Delegate Matthew Schindler
Staff at the Maryland Municipal League

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
William B. McIntire, Mayor

Date of Passage: March 10, 2026
Effective Date: March 10, 2026

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

Topic:

State of the City Video

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Revised License Agreement: Kilpatrick Woods Monument Sign - *Jim Bender, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Revised_License_Agreement-
Kilpatrick_Woods_Monument_Sign.pdf

Description

Revised License
Agreement-Kilpatrick
Woods Monument Sign



CITY OF HAGERSTOWN, MARYLAND

Department of Engineering & Permits

March 10, 2026

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JIM

RE: Revised License Agreement – Kilpatrick Woods monument sign

1. Background

On February 24, 2026, the City Council approved a License Agreement with NVR, Inc. for a monument sign at the Kilpatrick Woods residential development. Subsequent to that approval, NVR and the original developer of Kilpatrick Woods decided that the agreement should be transferred to the Kilpatrick Woods Community Association. Because the approved agreement doesn't run with the land, a revised License Agreement is required.

2. Mayor & Council Action Requested

Review this information, and determine whether or not to rescind the License Agreement with NVR, Inc. and approve a new agreement with the Kilpatrick Woods Community Association, Inc. If the Council is in agreement, staff will work with the City Attorney to prepare an agreement for consideration at the Regular Session meeting on March 24th. Staff will be present at the work session to discuss.

3. Discussion

The only change to the previously approved License Agreement is to change the name of the Licensee from NVR, Inc. to the Kilpatrick Woods Community Association, Inc. All other details of the agreement (e.g. sign location, maintenance responsibilities, permitting requirements, etc.) will remain the same.

attachments: exhibit showing proposed sign location
detail of proposed sign
draft License Agreement

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 **Kilpatrick Woods Community Association, 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: KILPATRICK WOODS COMMUNITY ASSOCIATION, INC.

Licensee

Name and title:

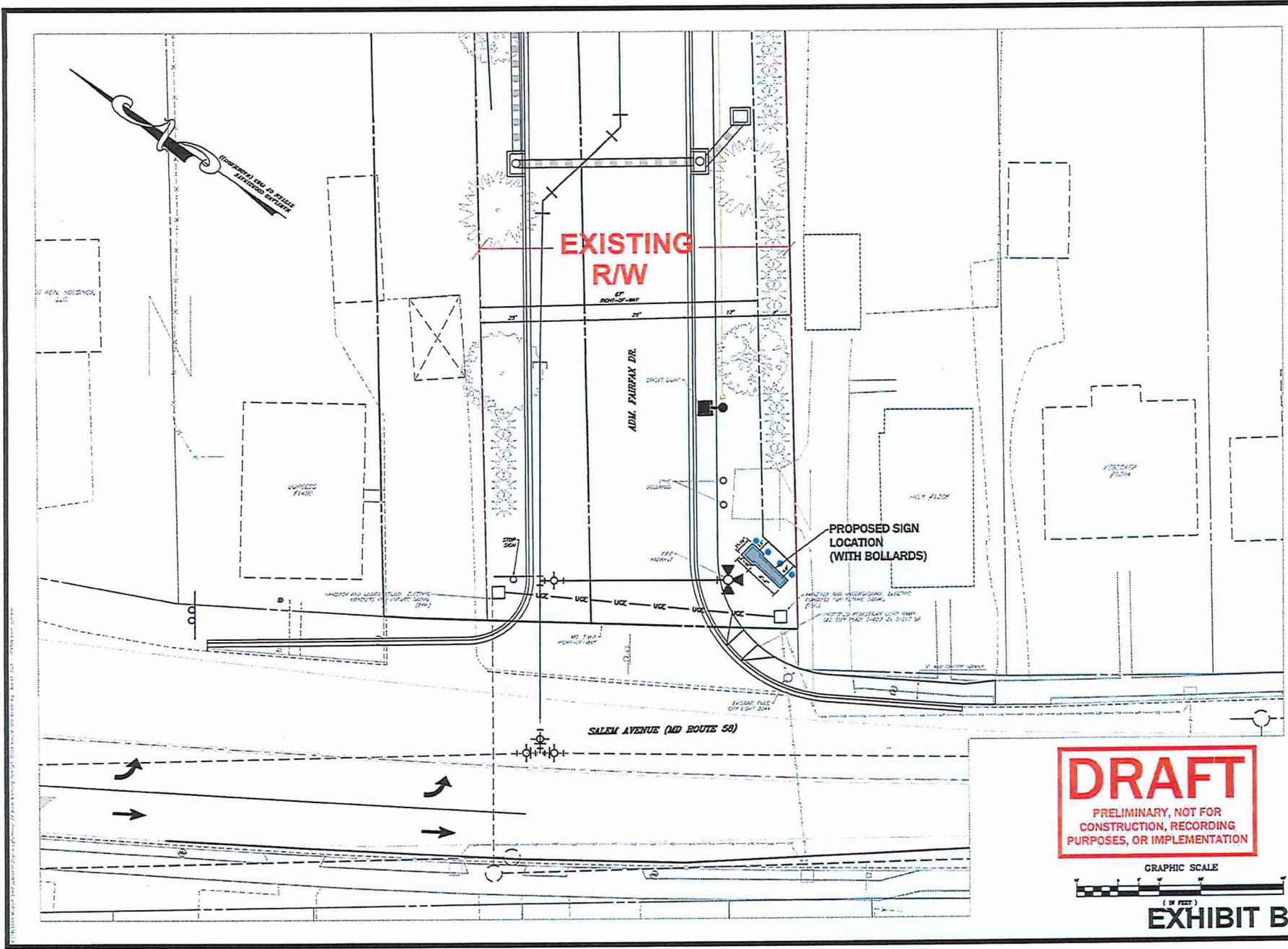
Attachments: Exhibits A, B

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

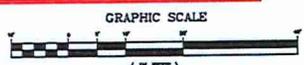


EXHIBIT B

FOX & ASSOCIATES, INC.
 Est. 1966
 ENGINEERS • SURVEYORS • PLANNERS
 83 BOWLING MILL COURT
 483 MT. APTA ROAD
 FREDERICK, MD 21701
 PHONE: (301) 715-8000
 FAX: (301) 715-8000
 WWW.FOXANDASSOCIATES.COM

FOX & ASSOCIATES, INC.
 ENGINEERS • SURVEYORS • PLANNERS
 83 BOWLING MILL COURT
 483 MT. APTA ROAD
 FREDERICK, MD 21701
 PHONE: (301) 715-8000
 FAX: (301) 715-8000
 WWW.FOXANDASSOCIATES.COM

SIGN EXHIBIT
KILPATRICK WOODS
 SITUATE ON THE EAST SIDE OF SALEM AVENUE
 CITY OF INGERSTOWN
 WASHINGTON COUNTY, MARYLAND

SCALE: 1"=10'
 PROJECT NO. 25-17226
 DRAWING NO. 8-28-25
 DATE: 8-28-25
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
SHEET 1 OF 1

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

Topic:

Wholesale Power Services Agreement – *Nathan Fridinger, Deputy Director Electric Operations and Nancy Hausrath, Director of Utilities*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

20260310_Wholesale_Energy_Supply_Meeting_Packet.pdf

Description

Meeting Packet



CITY OF HAGERSTOWN, MARYLAND

Hagerstown Light Department

425 E Baltimore St • Hagerstown, MD 21740

Telephone: 301-790-2600

Website: www.hagerstownlight.org

Date: March 05, 2026

To: Scott Nicewarner, City Administrator

From: Nathan Fridinger, Deputy Director of Electric Operations
Nancy Hausrath, Director of Utilities

Re: Wholesale Power Services Agreement

Action: March 24, 2026 – New Business Approval

The full requirements Power Purchase and Sales Agreement with AEP Energy Partners will expire on December 31, 2026. This contract includes a fixed rate of \$54.05 per megawatt-hour (MWh) for energy delivery plus administration of the State of Maryland's renewable energy requirements with direct passthrough charges for distribution, transmission enhancement, network integrated transmission service (NITS), and other ancillary charges/credits.

As authorized on May 27, 2025, staff competitively bid and secured a new wholesale power supply contract rate and terms with BP Energy on February 19, 2026 for energy delivery through December 31, 2028 at \$65.95 per MWh through December 31, 2027 and \$65.18 per MWh through the remainder of the contract including the administration of the State's renewable energy requirements. Similar to the current contract terms, the PJM capacity, transmission and miscellaneous ancillary charges will remain direct passthrough charges.

The upcoming contract will impact the monthly purchase power cost adjustment (PPCA) by \$0.01190 per kWh or \$11.90 for a residential bill with 1,000 kWh of use.

Considering the volatility and risk involved in the current market, suppliers may discontinue providing the traditional load following offers. With that in mind, Utilities staff and our consultants will continue to monitor the energy market and will consider locking-in a 7X24 energy block for 2029 and 2030.

Staff requests formal approval of the Full Requirements Electric Service Transaction terms between the City of Hagerstown and BP Energy Company for energy delivery through December 31, 2028.

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: March 24, 2026

**TOPIC: Approval of Full Requirements Electric Service Transaction
Confirmation with BP Energy Company**

- Charter Amendment
- Code Amendment
- Ordinance
- Resolution
- Other

MOTION: I hereby move that the Mayor and City Council approve the Full Requirements Electric Service Transaction Confirmation with BP Energy Company for energy delivery through December 31, 2028.

DATE OF INTRODUCTION: 3/24/2026
DATE OF PASSAGE: 3/24/2026
EFFECTIVE DATE: 3/24/2026



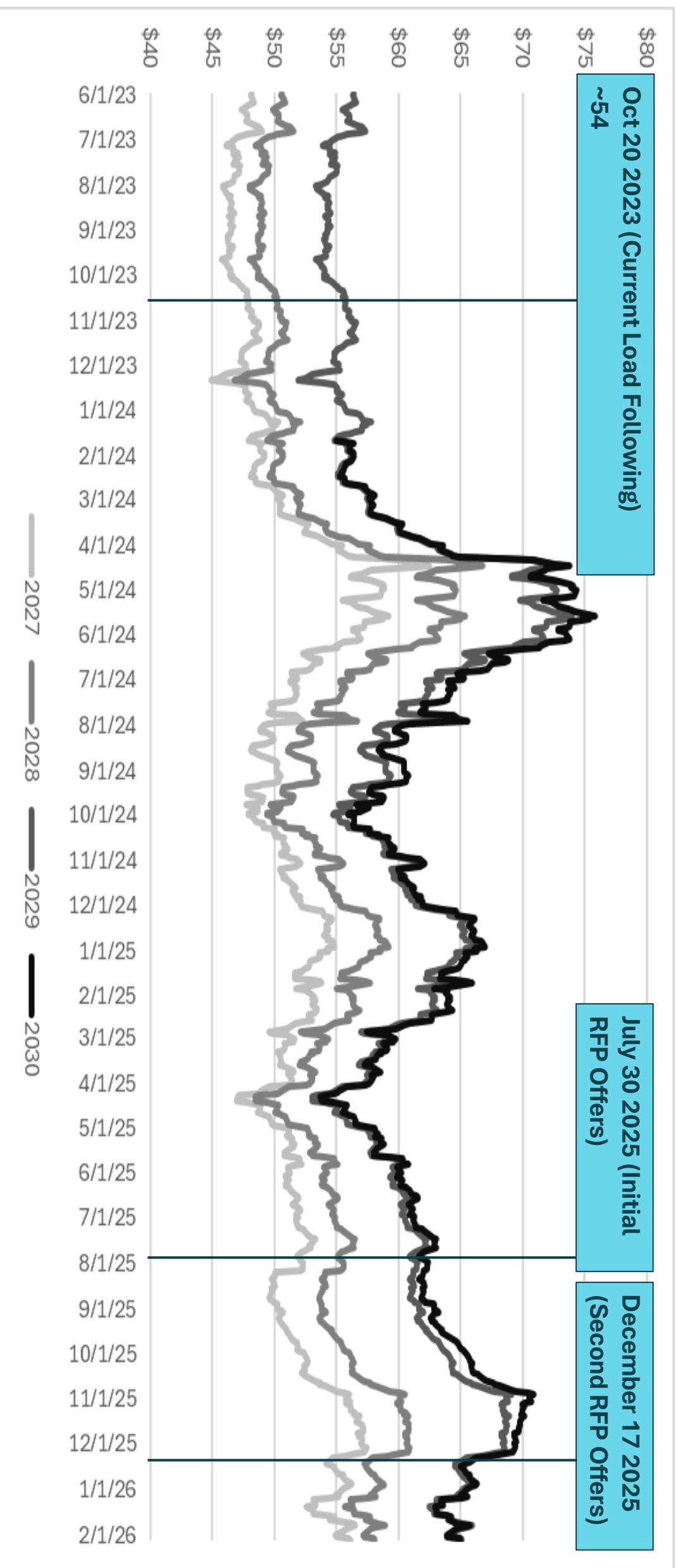
RFP STRATEGY & PRICING SUMMARY FEBRUARY 2026

Hagerstown Light Department

February 9, 2026

MARKET PRICE FORWARDS

APS Residual Hub 7x24 Pricing (\$/MWh)



CURRENT OUTLOOK

Pricing Expectations at APS Hub

- | Forwards rose sharply in December, corresponding to higher indicative pricing that seen in December; since then forwards have come down and then remained steady for 2026
- | December indicatives suggest load following prices with at least a 13% risk premium over the forward prices
- | Hearing from bidders and market about rising risk premiums and alternate contract structure in near future
- | All in prices over the coming years include increases in capacity costs as well as the increase in projected power costs
- | Delivery year is approaching and no signs of pricing improvement

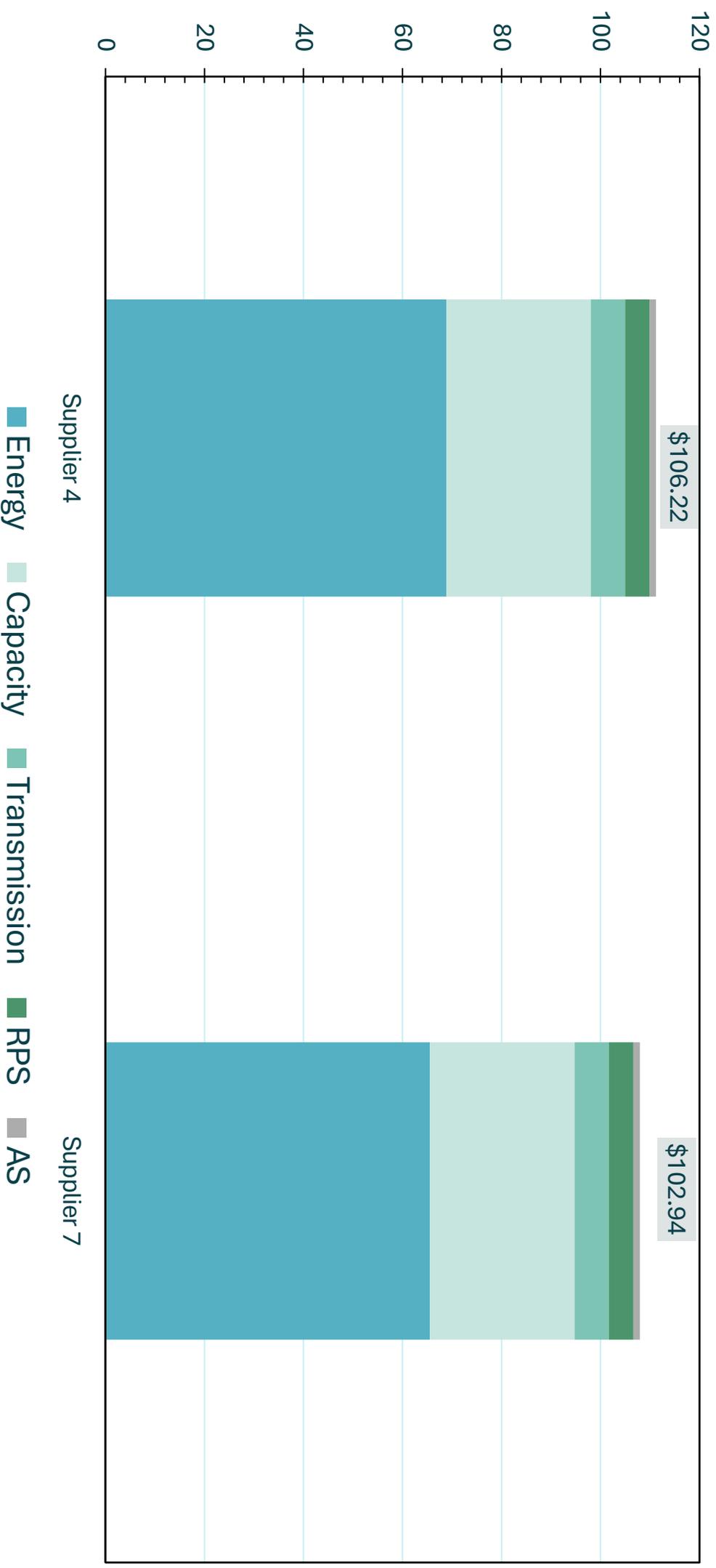
CURRENT OUTLOOK

Load Following vs Shaped Blocks

- | HLD has historically used the price certainty of load following to provide stable, predictable rates
- | Moving to shaped blocks plus some market exposure would increase rate risk, and also increase potential for credit exposure
 - Plus additional administrative costs for alternate payments and billing cycle
- | Risk premiums for load following are increasing, continue to consider the risk-price tradeoff moving forward as key point of energy supply decisions

LOAD FOLLOWING ALL IN PRICING

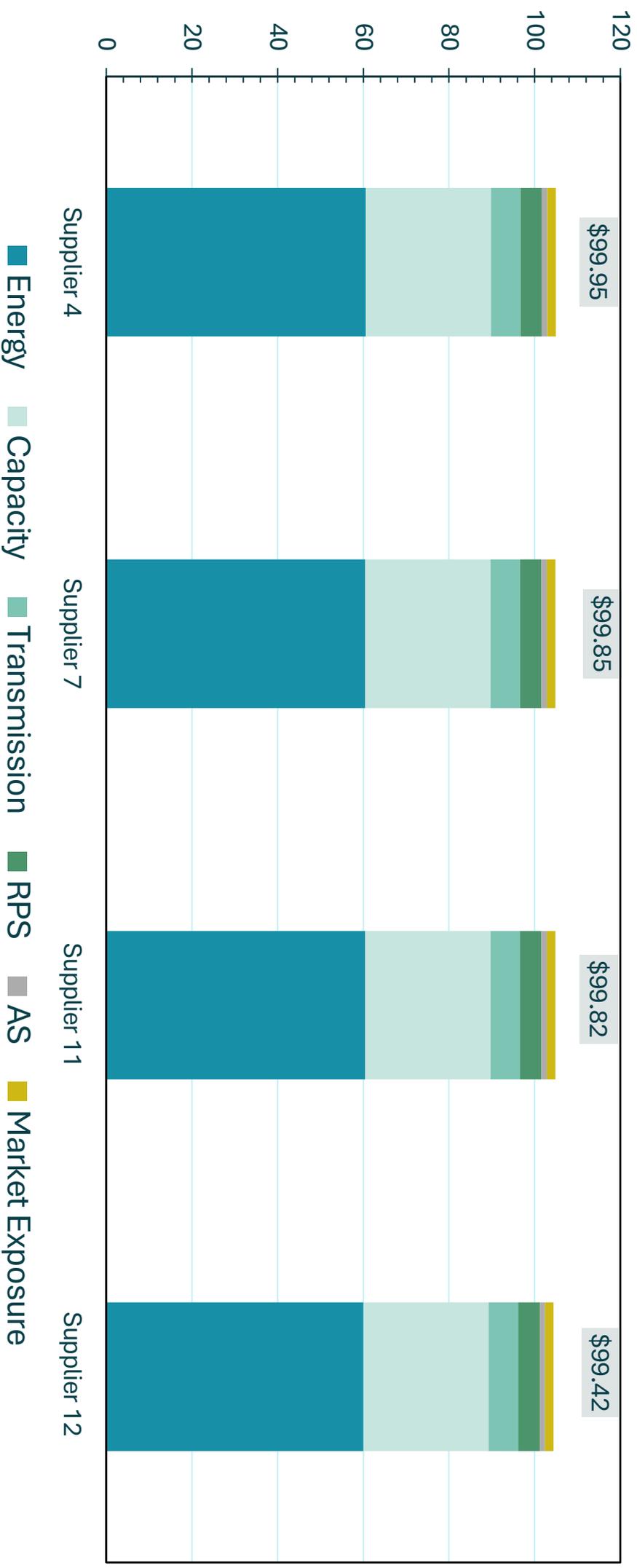
Bids received February 18, 2026(\$/MWh)



- Supplier 7 pricing compares well to shaped blocks

SHAPED BLOCKS ALL IN PRICING

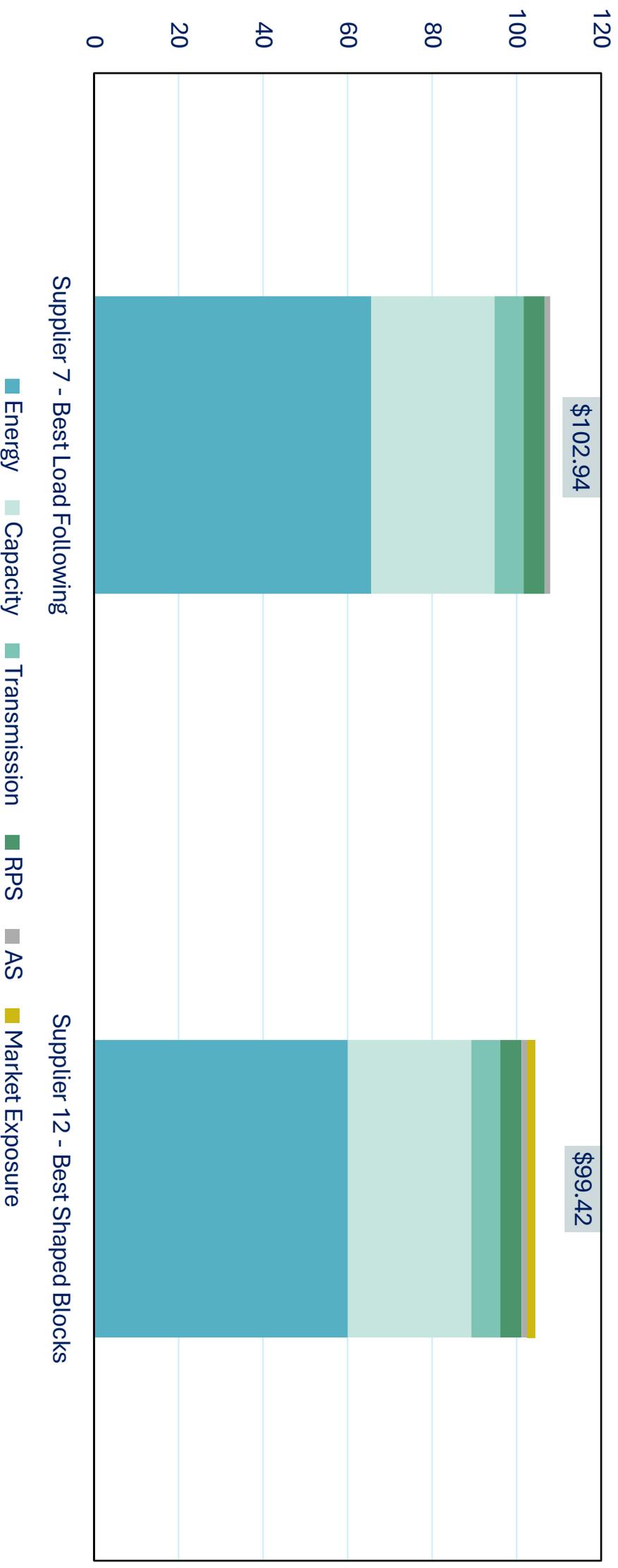
Bids received February 18, 2026 (\$/MWh)



- Very minor differences between suppliers on shaped block pricing

LOAD FOLLOWING VS SHAPED BLOCKS

Bids received February 18, 2026 (\$/MWh)



- Load Following markup is small, estimated savings from move to shaped blocks not justified by increased risks and other costs

DECISION

Hagerstown chooses Load Following product from Supplier 7

| **Supplier 7 is established company with long standing presence in the market and the lowest cost supply of load following pricing by a strong margin.**

| **Risk premium from supplier 7 is significantly smaller than the incumbent load following supplier and other fixed shape bidders**

- Given recent winter weather anomalies and the impacts on winter demands and LMP prices, Hagerstown continues to desire the risk-averse option of the fixed price for all energy under the load following arrangement and forego fixed shape supply
- Though load following is the current contract approval, Hagerstown also recognizes that other block and shaped purchases may be needed in the future, as the load following premium continues to be impacted (or increased) by growing winter weather anomalies and cost exposure.



FULL REQUIREMENTS ELECTRIC SERVICE
TRANSACTION

The purpose of this letter agreement (this “Confirmation”) is to confirm the term and conditions of the Transaction entered into on the Trade Date between City of Hagerstown, Maryland and BP Energy Company. This Confirmation supersedes any previous Confirmation or other written communication with respect to the Transaction described below and evidences a complete binding agreement between the parties.

The terms of this Transaction are as follows:

GENERAL TERMS:

TRADE

DATE: February 18, 2026

START

DATE: January 1, 2027

END

DATE: December 31, 2028

BUYER: City of Hagerstown, Maryland

SELLER: BP Energy Company

DELIVERY

TERM: The period commencing with HE 0100 EPT on the Start Date and ending with HE 2400 EPT on the End Date. For the purposes hereof, “*EPT*” shall mean Eastern Prevailing Time, which shall be the current time in New York, New York at any time at issue.

CONTRACT PRICE: January 1, 2027 – December 31, 2027 \$65.95 per MWh
January 1, 2028 – December 31, 2028 \$65.18 per MWh

CALCULATION

PERIODS: Each hour of each month during the Delivery Term.

PRODUCT:

Full Requirements Service on a firm and continuous basis delivered to the Delivery Point necessary to serve the Notional Quantity during the Delivery Term. Seller must sell and deliver, and Buyer must purchase and receive the Product.

DELIVERY

POINT: Shall be where Allegheny Power’s high voltage conductors attach to Buyer’s substations. Costs incurred by Seller for the establishment of or any changes to the Delivery Point shall be borne by Buyer. As between Buyer and Seller, Buyer

shall pay all costs associated with establishing and maintaining any new interconnections which may have an impact on the Delivery Point.

SETTLEMENT
POINT:

PJM APS Residual Aggregate PNODE 116472931

NOTIONAL
QUANTITY:

The sum of Buyer's hourly Metered Load determined at the zonal level (this load will be inclusive of transmission and distribution losses and will be de-rated for Marginal losses, i.e. "load without losses" as defined by PJM) plus the Behind the Meter Generation appropriately grossed up for transformer losses (i.e. 0.3214% where applicable on 13.8 kV distribution), all according to the following formula and the example set forth in Exhibit A.

$$NQ = (ML + BMG)$$

"Metered Load" means the amount of Energy expressed in MWh (including fractional amounts, consistent with applicable billing convention contained in the PJM Documents), required to meet the Buyer's retail load obligation located within its service territory as it exists as on the Trade Date (**"Service Territory"**), as such load is metered for the relevant hour at the Delivery Point meter. Should any hourly Notional Quantity calculation result in a number less than or equal to zero, the Notional Quantity for such hour shall be zero.

CONTINGENT
NOTIONAL
QUANTITY
ADJUSTMENT:

Notwithstanding anything to the contrary in this Confirmation, in no event shall Seller be responsible for serving at the Contract Price (i) any new retail customer of Buyer that receives retail electric service from Buyer after the Trade Date whose load, whether comprised of a single or multiple meter points, in any single hour is 2.5 MW or greater and/or (ii) any increase in Notional Quantity resulting from any acquisition, annexation, merger, joint venture, partnership or other similar transaction that Buyer may undertake following the Trade Date that increases Buyer's load; provided, however that, subject to the limitations set forth above, neither Buyer nor Buyer's retail customers shall be prohibited from participating in the PJM demand response program and/or Buyer's Efficiency Smart program and/or (iii) any increase in load that exceeds Normal Load Growth (each of subsections (i), (ii), and (iii), above, are a **"Threshold Increase"**). In the event that a Threshold Increase has occurred, Buyer shall pay the Real-Time LMP for the Settlement Point to Seller for any such megawatts (MW).

BEHIND THE METER
GENERATION:

As of the Trade Date Buyer does not receive generation from any facilities that deliver energy to Buyer's load without using the PJM Transmission System (**"Behind the Meter Generation"**) with the exception of small Net Energy Metering facilities connected pursuant to Maryland Public Utilities Article § 7-306. Any Behind the Meter generation acquired by Buyer after the Trade Date shall not reduce the Metered Load that will be sold and delivered by Seller and will be separately metered by Buyer. Buyer and Seller shall use commercially reasonable efforts to mitigate, and to the extent possible, avoid any charges imposed by PJM

due to deviations between the Day-Ahead and Real-Time generation associated with such Behind the Meter Generation. On a daily basis by 8 AM EPT Buyer will provide a Day-Ahead forecast of anticipated output from the Behind the Meter Generation to Seller. On the day after flow of any Behind the Meter Generation, Buyer will provide the actual hourly output to Seller. If charges are imposed by PJM due to deviation between the Real-Time and Day-Ahead generation associated with such Behind the Meter Generation, such charges will be the responsibility of Buyer.

All Behind the Meter Generation will be credited to Buyer on the monthly invoice for the actual quantity generated at the Settlement Point Price.

Buyer will notify Seller of the proposed connection of any Behind the Meter Generation added to Buyer's system at least ninety (90) Business Days in advance.

Buyer will be responsible for all obligations and costs to maintain Behind the Meter Generation resources during the Delivery Term, including emission allowance costs, penalties or additional costs that might arise from failure to operate when required and NERC compliance obligations/reliability standards.

**OTHER
GENERATION:**

After the Trade Date, if Buyer acquires any additional Other Generation, scheduled to Seller, as LSE for Buyer, via a PJM Internal Bilateral Transaction for which Seller receives credit from PJM, Seller shall pass such credits through to Buyer without markup or adjustment at the applicable delivery Point.

Buyer will notify Seller of any Other Generation purchased by Buyer as soon as possible but no later than sixty (60) days ahead of delivery.

Buyer will be responsible for all obligations and costs to maintain Other Generation resources during the Delivery Term, including emission allowance costs, penalties or additional costs that might arise from failure to operate when required and NERC compliance obligations/reliability standards.

DATA:

The Parties agree to reasonably cooperate with each other through the exchange of data necessary to (i) settle this Transaction, (ii) determine whether a Threshold Increase has occurred, (iii) determine whether an energy True-Up should occur or (iv) comply with regulatory reporting requirements. In addition, during the time period from the Trade Date through the Start Date, Buyer shall provide Seller with semi-annual historical and current load information.

SCHEDULING:

Seller shall schedule Full Requirements Service pursuant to the PJM Agreements.

**RESPONSIBILITY
FOR PJM CHARGES
AND CREDITS/
ANCILLARY
SERVICES:**

Seller shall be responsible for all charges, credits or offsets set forth on Exhibit 2 in the column entitled "Seller" and Buyer shall be responsible for all charges, credits or offsets set forth on Exhibit 2 in the column entitled "Buyer." The Parties recognize the quantities and/or prices that are initially billed by PJM for a given month are subject to revision and resettlement in accordance with the PJM

Documents. In addition to the 60-day period set forth in “True-Up,” if and to the extent that such quantities and/or prices that are initially billed by PJM for a given month are subsequently fully and finally revised and resettled in accordance with the PJM Documents, each Party may notify the other Party to make corresponding revisions and resettlements to the quantities and/or prices initially billed hereunder on the next monthly invoice.

As the Load Serving Entity, all PJM Charges and Credits/Ancillary Services will be invoiced by PJM to Seller. Seller shall transfer to Buyer via monthly invoice all of the PJM Charges and Credits/Ancillary Services not allocated to Seller on Exhibit 2 as well as Capacity and Transmission charges and charges and credits associated with Renewable Portfolio Standards, collectively the “PJM Pass-Through Services”.

Exhibit 2 describes other respective cost responsibilities of Buyer and Seller for services and schedules currently defined under the current PJM Agreements. As schedules and services are added, deleted or changed in the PJM Agreements or in other documents governing the provision of and charges for services required in connection with Full Requirements Service, the Parties shall negotiate in good faith to determine, consistent with the principles underlying Exhibit 2, which Party is responsible for such new or changed schedules or services. The cost of new services or schedules shall be borne by the Party responsible for the most similar type or category of services or schedules set forth in Exhibit 2. New or changed services for which Seller is responsible shall not result in a change to the Energy Payment or the PJM Pass-Through Services Charge (as defined herein). The new or changed services for which Buyer is responsible shall result in a commensurate change to the PJM Pass-Through Services Charge. Seller shall provide Buyer with a revised Exhibit 2, to incorporate such changes as set forth above. The Parties shall cooperate in good faith to ensure that the respective cost responsibilities of Seller and Buyer shall remain governed by this Confirmation. In no event shall the costs of a particular service or schedule associated with Full Requirements Service be recovered twice by Seller from Buyer.

**LOAD SERVING
ENTITY:**

Seller will register with PJM as the Load Serving Entity for Buyer’s Retail Load during the Delivery Period. Buyer will promptly provide Seller with such information as Seller may reasonably request in connection with its responsibilities to PJM as a Load Serving Entity.

“Load Serving Entity” shall have the meaning ascribed in the PJM Agreements.

CAPACITY:

Seller shall pass through to Buyer all charges for Capacity associated with the net Locational Reliability Charge from PJM on its invoice each month of the Delivery Period. The PJM Capacity Price will be the Net Load RPM clearing price applicable to the Locational Deliverability Area in which Buyer's Retail Load resides as posted by PJM for the applicable time period.

TRANSMISSION:

Seller shall pass through to Buyer all Transmission Charges “Transmission Obligation Payment” for amounts due from Buyer to PJM on its PJM invoice for each month of the Delivery Period.

CONGESTION and

CONGESTION
MANAGEMENT:

Buyer will maintain all rights to any of Buyer's ARR's associated with the Full Requirements Service including the right to convert the ARR's to FTR's. Buyer shall solely assume all obligations associated with holding such ARR's or FTR's and shall have the right to receive any credits or charges associated with ARR's and FTR's. Buyer shall have the unilateral right to make all decisions regarding the nominations of Buyer's ARR's in any PJM ARR allocation process. If the PJM credit requirements associated with Buyer's nomination of such ARR's or FTR's becomes material in the sole but reasonable opinion of Seller, Seller reserves the right to request Performance Assurance from Buyer to cover such credit requirement.

RENEWABLE
ENERGY
OBLIGATIONS:

Buyer will be responsible for any costs associated with complying with the Maryland Renewable Portfolio Standard, including, but not limited to, RPS credit costs, compliance fees, and any compliance costs associated with reporting requirements of penalties, or any federal standards that are adopted and are applicable. Seller will assist Buyer in evaluating the most efficient or lowest cost solutions available for Buyer to pursue compliance with any Maryland Renewable Portfolio Standard. Seller and Buyer may enter into an amendment to this Confirmation or a transaction pursuant to which Seller sells renewable energy credits ("RECs") to Buyer. Seller, as Buyer's LSE, will complete all reporting required by Maryland and/or by PJM regarding RPS on behalf of the Buyer for the term of this Confirmation. Administrative costs and tasks of filing the necessary compliance instruments will be undertaken by the Seller.

PAYMENT
DATE:

Each month during the Delivery Term, Seller shall invoice Buyer based on the amount of the Notional Quantity, in MWh, for such month multiplied by the Contract Price plus any amounts due to or owing from either Party for True-Ups, Pass-through items, Contingent Nominal Quantity Adjustments or other Adjustments, as more fully set forth herein. Invoicing and payments dates shall be per the Master Agreement.

PJM
RECONCILIATION
ADJUSTMENT:

True-ups shall be performed for each Delivery Term to account for the 60-day true-up values finalized by PJM and shall be included with each invoice, in arrears, in an amount equal to: (i) the Contract Price multiplied by (ii) the amount, in MWh, of such 60-day True-Up. If the aggregate True-Up is positive, Buyer shall pay such amount to Seller and if the True-Up is negative, Seller shall pay Buyer the absolute value of the aggregate True-Up.

EXCLUSIVITY:

Unless otherwise agreed by Seller or specifically provided for in this Confirmation, Seller shall be the exclusive supplier of the Notional Quantity to Buyer. If, prior to the end of the Delivery Term, any third party provides electric generation services to Buyer or retail electric services to any of Buyer's customers within the Service Territory, Buyer shall provide Seller with as much advanced written notice as possible of the loss of any such load and Buyer's reasonable estimate of the amount of load, such estimate to constitute the "Load Shortfall". In the event that the amount of Load Shortfall is greater than 3

megawatts during any one year, Seller shall calculate its actual costs, gains and losses reasonably attributable to the resale of Energy associated with the Load Shortfall to one or more third parties. Seller shall provide a copy of such calculation to Buyer on a timely basis, along with reasonable documentation of such costs, gains and losses. If Seller's losses and costs associated with such resale exceed Seller's gains, Buyer shall pay the amount of such excess to Seller as part of Seller's next invoice.

GOVERNING
TERMS:

This Confirmation supplements, forms a part of, and is subject to, the terms of the EEI Master Agreement dated as of January 23, 2026 between Buyer and Seller (the "***Master Agreement***"). This Confirmation shall constitute a "Confirmation" within the meaning of the Master Agreement that supplements, forms a part of and is subject to the Master Agreement. All the terms of the Master Agreement (as such terms may be amended from time to time) shall apply to this Transaction. In the event of any inconsistency between a provision of the Master Agreement and a provision of this Confirmation, the provision of this Confirmation shall control for purposes of this Transaction. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement and Cover Sheet.

[signatures contained on next page]

IN WITNESS WHEREOF, the Parties have caused this Confirmation to be duly executed as of the Trade Date. Please confirm the foregoing correctly sets forth the terms of our agreement by having a duly authorized representative execute this Confirmation below with a signature.

CITY OF HAGERSTOWN, MARYLAND:

Nancy Hausraeth

Name: Nancy Hausraeth

Date: Feb 19, 2026

BP ENERGY COMPANY:

Pamela Noel

Name: Pamela Noel

Date: 02/19/2026

For purposes of this Confirmation, the following terms shall have the definitions set forth below:

Ancillary Services shall have the meaning ascribed thereto in the PJM Agreements.

ARR or Auction Revenue Right shall have the meaning specified in the PJM Agreements.

Capacity shall have the meaning specified in the PJM Agreements.

Energy means three phase, 60 cycle alternating current electric energy, expressed in megawatt- hours ("MWh").

FTR or Financial Transmission Right shall have the meaning specified in the PJM Agreements.

Full Requirements Service means (1) the supply of Firm Energy to be provided by Seller to the Buyer at the Delivery Point, as the same may fluctuate in real time to serve Buyer's Retail Load, (2) all necessary Ancillary Services, and (3) all associated services for which Seller is responsible as more fully described in this Confirmation. Seller shall not be responsible for Buyer's Capacity Payment Obligation.

Internal Bilateral Transaction shall have the meaning specified in the PJM Agreements.

Load Serving Entity or LSE shall have the meaning specified in the PJM Agreements.

Locational Deliverability Area shall have the meaning specified in the PJM Agreements.

Locational Reliability Charge shall have the meaning specified in the PJM Agreements.

Marginal Losses shall have the meaning specified in the PJM Agreements.

PJM means the PJM Interconnection, L.L.C., or a successor entity with similar responsibilities.

PJM Agreements means the PJM Operating Agreement, the PJM Open Access Transmission Tariff ("OATT") and the PJM Reliability Assurance Agreement, to which Seller is a party, and the PJM Manuals, as the foregoing may be amended, supplemented or otherwise modified from time to time.

PJM Pass-Through Services means those services more fully described under Capacity and Appendix 2 of this Confirmation for which Buyer is now or hereafter has cost responsibility.

Normal Load Growth means any increases in Retail Load over time arising from daily fluctuations, increases or decreases in customers and/or usage, differences in weather and/or similar events, but shall exclude any new retail customer with a load greater than or equal to 2.5 MW, or annexed territory.

Retail Load means Energy metered at the Settlement Point to meet the requirements of Buyer's end use customers located within the franchised Service Territory that Buyer has a statutory or contractual right to serve.

Settlement Point Price means the Real-time LMP for the Settlement Point.

Transmission Payment Obligation means that Buyer will be responsible for the Transmission charge due from Buyer to PJM on its PJM invoice for each month of the Delivery Period, relating to Buyer's LSE obligations for Retail Load as set forth under Transmission

Exhibit 1

SAMPLE CALCULATION OF DAILY NOTIONAL QUANTITY

Hour Ending	Hagerstown Metered Load	Behind the Meter Generation	Notional Quantity
	A	B	(A+B)
1	39.3444	(3.0000)	36.3444
2	37.6290	(3.0000)	34.6290
3	36.1562	(3.0000)	33.1562
4	35.2476	(3.0000)	32.2476
5	35.4488	(3.0000)	32.4488
6	37.0823	(3.0000)	34.0823
7	37.8522	(3.0000)	34.8522
8	41.0630	3.0000	44.0630
9	44.8664	3.0000	47.8664
10	48.2310	3.0000	51.2310
11	51.5948	3.0000	54.5948
12	53.6873	3.0000	56.6873
13	55.3860	3.0000	58.3860
14	56.7797	3.0000	59.7797
15	57.7125	3.0000	60.7125
16	58.3155	3.0000	61.3155
17	57.2661	3.0000	60.2661
18	53.9685	3.0000	56.9685
19	50.3069	3.0000	53.3069
20	46.7816	3.0000	49.7816
21	44.4182	3.0000	47.4182
22	43.2414	3.0000	46.2414
23	40.9275	(3.0000)	37.9275
24	38.1501	(3.0000)	35.1501

Exhibit 2

PJM Billing Statement Line Items						
ID #	CHARGES	Buyer	Seller	ID #	CREDITS	Buyer Seller
1000	Amount Due for Interest on Past Due Charges	X				
1100	Network Integration Transmission Service	X		2100	Network Integration Transmission Service	X
1102	Network Integration Transmission Service (exempt)	X		2102	Network Integration Transmission Service (exempt)	X
1103	Underground Transmission Service	X		2103	Underground Transmission Service	X
1104	Network Integration Transmission Service Offset	X		2104	Network Integration Transmission Service Offset	X
				2106	Non-Zone Network Integration Transmission Service	X
1108	Transmission Enhancement	X		2108	Transmission Enhancement	X
1109	MTEP Project Cost Recovery	X		2109	MTEP Project Cost Recovery	X
1110	Direct Assignment Facilities	X		2110	Direct Assignment Facilities	X
1115	Transmission Enhancement Settlement (EL05-121-009)	X				
1120	Other Supporting Facilities	X		2120	Other Supporting Facilities	X
1130	Firm Point-to-Point Transmission Service	X		2130	Firm Point-to-Point Transmission Service	X
				2132	Internal Firm Point-to-Point Transmission Service	X
1133	Firm Point-to-Point Transmission Service Resale	X		2133	Firm Point-to-Point Transmission Service Resale	X
1135	Neptune Voluntary Released Transmission Service (Firm)	N/A	N/A	2135	Neptune Voluntary Released Transmission Service (Firm)	N/A N/A
1136	Hudson Voluntary Released Transmission Service (Firm)	N/A	N/A	2136	Hudson Voluntary Released Transmission Service (Firm)	N/A N/A
1138	Linden Voluntary Released Transmission Service (Firm)	N/A	N/A	2138	Linden Voluntary Released Transmission Service (Firm)	N/A N/A
1140	Non-Firm Point-to-Point Transmission Service	X		2140	Non-Firm Point-to-Point Transmission Service	X
				2142	Internal Non-Firm Point-to-Point Transmission Service	X
1143	Non-Firm Point-to-Point Transmission Service Resale	X		2143	Non-Firm Point-to-Point Transmission Service Resale	X
1145	Neptune Voluntary Released Transmission Service (Non-Firm)	N/A	N/A	2145	Neptune Voluntary Released Transmission Service (Non-Firm)	N/A N/A
1146	Neptune Default Released Transmission Service (Non-Firm)	N/A	N/A	2146	Neptune Default Released Transmission Service (Non-Firm)	N/A N/A
1147	Neptune Unscheduled Usage Billing Allocation	N/A	N/A			
1155	Linden Voluntary Released Transmission Service (Non-Firm)	N/A	N/A	2155	Linden Voluntary Released Transmission Service (Non-Firm)	N/A N/A
1156	Linden Default Released Transmission Service (Non-Firm)	N/A	N/A	2156	Linden Default Released Transmission Service (Non-Firm)	N/A N/A
1157	Linden Unscheduled Usage Billing Allocation	N/A	N/A			
1165	Hudson Voluntary Released Transmission Service (Non-Firm)	N/A	N/A	2165	Hudson Voluntary Released Transmission Service (Non-Firm)	N/A N/A
1166	Hudson Default Released Transmission Service (Non-Firm)	N/A	N/A	2166	Hudson Default Released Transmission Service (Non-Firm)	N/A N/A
1167	Hudson Unscheduled Usage Billing Allocation	N/A	N/A			
1200	Day-ahead Spot Market Energy		X			
1205	Balancing Spot Market Energy		X			
1210	Day-ahead Transmission Congestion		X	2211	Day-ahead Transmission Congestion	X
1215	Balancing Transmission Congestion		X	2215	Balancing Transmission Congestion	X
1216	Pseudo-Tie Balancing Congestion Refund		X			
				2217	Planning Period Excess Congestion	X
1218	Planning Period Congestion Uplift	X		2218	Planning Period Congestion Uplift	X
1220	Day-ahead Transmission Losses		X	2220	Transmission Losses	X
1225	Balancing Transmission Losses		X			
1230	Inadvertent Interchange	X				
				2240	Day-ahead Economic Load Response	X
				2241	Real-time Economic Load Response	X
1242	Day-Ahead Load Response Charge Allocation	X				
1243	Real-Time Load Response Charge Allocation	N/A	N/A			
1245	Emergency Load Response	N/A	N/A	2245	Emergency Load Response	N/A N/A
1246	Load Response Test Reduction	X		2246	Load Response Test Reduction	N/A N/A
1250	Meter Error Correction	X				
1260	Emergency Energy	X		2260	Emergency Energy	X

PJM Billing Statement Line Items							
ID #	CHARGES	Buyer	Seller	ID #	CREDITS	Buyer	Seller
1301	PJM Scheduling, System Control and Dispatch Service - Control Area Administration	X					
1302	PJM Scheduling, System Control and Dispatch Service - FTR Administration	X					
1303	PJM Scheduling, System Control and Dispatch Service - Market Support	X					
1305	PJM Scheduling, System Control and Dispatch Service - Capacity Resource/Obligation Mgmt.	X					
1313	PJM Settlement, Inc.	X					
1314	Market Monitoring Unit (MMU) Funding	X					
1315	FERC Annual Charge Recovery	X					
1316	Organization of PJM States, Inc. (OPSI) Funding	X					
1317	North American Electric Reliability Corporation (NERC)	X					
1318	Reliability First Corporation (RFC)	X					
1319	Consumer Advocates of PJM States, Inc. (CAPS)	X					
1320	Transmission Owner Scheduling, System Control and Dispatch Service	X		2320	Transmission Owner Scheduling, System Control and Dispatch Service	X	
1330	Reactive Supply and Voltage Control from Generation and Other Sources Service	X		2330	Reactive Supply and Voltage Control from Generation and Other Sources Service	X	
1340	Regulation and Frequency Response Service	X		2340	Regulation and Frequency Response Service	X	
1350	Energy Imbalance Service	X		2350	Energy Imbalance Service	X	
1360	Synchronized Reserve	X		2360	Balancing Synchronized Reserve	X	
1361	Secondary Reserve	X		2361	Balancing Secondary Reserve	X	
1362	Non-Synchronized Reserve	X		2362	Balancing Non-Synchronized Reserve	X	
				2366	Day-ahead Synchronized Reserve	X	
				2367	Day-ahead Secondary Reserve	X	
				2368	Day-ahead Non-Synchronized Reserve	X	
1370	Day-ahead Operating Reserve	X		2370	Day-ahead Operating Reserve	X	
1371	Day-ahead Operating Reserve for Load Response	X		2371	Day-ahead Operating Reserve for Load Response	X	
1375	Balancing Operating Reserve	X		2375	Balancing Operating Reserve	X	
1376	Balancing Operating Reserve for Load Response	X		2376	Balancing Operating Reserve for Load Response	X	
1377	Synchronous Condensing	X		2377	Synchronous Condensing	X	
1378	Reactive Services	X		2378	Reactive Services	X	
1380	Black Start Service	X		2380	Black Start Service	X	
1390	Fuel Cost Policy Penalty	X		2390	Fuel Cost Policy Penalty	X	
1400	Load Reconciliation for Spot Market Energy		X				
1410	Load Reconciliation for Transmission Congestion		X				
				2415	Balancing Transmission Congestion Load Reconciliation	X	
1420	Load Reconciliation for Transmission Losses		X	2420	Load Reconciliation for Transmission Losses		X
1430	Load Reconciliation for Inadvertent Interchange	X					
1440	Load Reconciliation for PJM Scheduling, System Control and Dispatch Service	X					
1444	Load Reconciliation for Market Monitoring Unit (MMU) Funding	X					
1445	Load Reconciliation for FERC Annual Charge Recovery	X					
1446	Load Reconciliation for Organization of PJM States, Inc. (OPSI) Funding	X					
1447	Load Reconciliation for North American Electric Reliability Corporation (NERC)	X					
1448	Load Reconciliation for Reliability First Corporation (RFC)	X					
1449	Load Reconciliation for Consumer Advocates of PJM States, Inc. (CAPS) Funding	X					
1450	Load Reconciliation for Transmission Owner Scheduling, System Control and Dispatch Service	X					
1460	Load Reconciliation for Regulation and Frequency Response Service	X					
1470	Load Reconciliation for Synchronized Reserve	X					
1471	Load Reconciliation for Secondary Reserve	X					
1472	Load Reconciliation for Non-Synchronized Reserve	X					
1475	Load Reconciliation for Day-ahead Scheduling Reserve	X					
1478	Load Reconciliation for Balancing Operating Reserve	X					
1480	Load Reconciliation for Synchronous Condensing	X					
1490	Load Reconciliation for Reactive Services	X					
1500	Financial Transmission Rights Auction	X		2500	Financial Transmission Rights Auction	X	
				2510	Auction Revenue Rights	X	
1600	RPM Auction	X		2600	RPM Auction	X	
1610	Locational Reliability	X					
				2605	RPM Seasonal Capacity Performance Auction	X	
				2625	PRD	X	
				2630	Capacity Transfer Rights	X	
				2640	Incremental Capacity Transfer Rights	X	
1650	Auction Specific MW Capacity Transaction	X		2650	Auction Specific MW Capacity Transaction	X	
1661	Capacity Resource Deficiency	X		2661	Capacity Resource Deficiency	X	
1662	Generation Resource Rating Test Failure	X		2662	Generation Resource Rating Test Failure	X	
1663	Qualifying Transmission Upgrade Compliance Penalty	X		2663	Qualifying Transmission Upgrade Compliance Penalty	X	
1666	Load Management Test Failure	X		2666	Load Management Test Failure	X	
1667	Non-Performance	X		2667	Bonus Performance	X	
1668	Generation Capacity Resource Operational Test Failure	X		2668	Generation Capacity Resource Operational Test Failure	X	
1669	PRD Commitment Compliance Penalty	X		2669	PRD Commitment Compliance Penalty	X	
1670	FRR LSE Reliability	N/A	N/A	2670	FRR LSE Reliability	N/A	N/A
1681	FRR LSE Capacity Resource Deficiency	N/A	N/A	2681	FRR LSE Capacity Resource Deficiency	N/A	N/A
1920	Station Power	N/A	N/A				
1930	Generation Deactivation	X		2930	Generation Deactivation	X	
1935	DOE 202C	X		2935	DOE 202C	X	
1952	Deferred Tax Adjustment	N/A	N/A	2952	Deferred Tax Adjustment	N/A	N/A
1956	Dominion Settlement	X		2956	Dominion Settlement	X	
1957	Schedule 11A PJM Net	X		2957	Schedule 11A PJM Net	X	
1980	Miscellaneous Bilateral	X		2980	Miscellaneous Bilateral	X	
1985	PJM Weekly Miscellaneous	X					
1995	PJM Annual Membership Fee	X					
				2996	Annual PJM Cell Tower	X	
				2997	Annual PJM Building Rent	X	
1999	PJM Customer Payment Default	X					

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

Topic:

Distributed Energy Resources – Solar and Battery Energy Storage Systems – *Nathan Fridinger, Deputy Director of Electric Operations and Jason Bachtell, Electric Engineering Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

20260310_Memo_Distributed_Energy_Resources.pdf

Description

Memorandum



CITY OF HAGERSTOWN, MARYLAND

Hagerstown Light Department
425 E Baltimore St • Hagerstown, MD 21740
Telephone: 301-790-2600
Website: www.hagerstownlight.org

Date: March 05, 2026

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

From: Nathan Fridinger, Deputy Director of Electric Operations
Jason Bachtell, Electric Engineering Manager

Re: Distributed Energy Resources – Solar and Battery Energy Storage Systems

Action: March 10, 2026 – Work Session Discussion

The Hagerstown Light Department staff has the following comments based on an email circulated by Councilmember Bell on January 22, 2026 to explore the reduction in municipal operating costs, increase energy stability, and potentially provide financial relief to residents with solar energy generation by determining the feasibility of a project (1) on City-owned buildings and (2) for the community.

1. Net Energy Metering

Net Energy Metering is the process of installing solar generation behind the retail meter where the system interconnects to the metered electrical service to reduce energy use. Bills are processed monthly using the net energy reading, which is equal to the difference between the quantity of energy delivered and the quantity of energy received. The City's Utility Billing software is configured to generate bills for single accounts and currently has over forty net energy metering participants.

To consider behind the meter solar generation on City owned buildings, the integrity of the structures must be examined to accommodate the additional weight of the system and wind loading. Structures to explore could include the parking decks, indoor field house, and the Public Works administrative office. The most recent 12-month electric bills generated for these accounts total 1,785,802 kWh of energy use with the field house contributing roughly 74%.

2. Utility Scale Solar Array

There are two possible applications to consider for utility scale solar array project:

- a. A Community Solar Program
 - i. As a municipally owned electric utility, the Hagerstown Light Department is exempt unless a project plan is developed and adopted by the Maryland Public Service Commission.
 - ii. Requires customer enrollment and participation.
 - iii. Introduces burden of maintenance, administration, tracking/reporting, and software development.
- b. As a stand along Utility Distributed Energy Resource (DER) to hedge against system peak loads in the summer months.

In either application, all energy generated by the system must be separately metered and reported to the wholesale energy supplier. The supplier would invoice HLD as if the energy was delivered to account

for energy purchased by the supplier to meet HLD's forecasted energy needs. The supplier would then apply a credit for the energy output at the applicable market price.

Siting a utility scale solar project poses a challenge within the constrained HLD service territory due to the lack of available open space. For a utility scale ground mounted solar array to be effective, it must be large in area. Locations to explore could include a portion of the property south of the former MELP or the Wastewater property north of Funkstown. Both locations would require a significant amount of tree removal to provide for a viable project.

Other expenses would include electric distribution facility upgrades and extensions, fence installation, security measures, system output monitoring and maintenance, and project payback.

3. Battery Energy Storage Systems (BESS)

Preliminary analysis has been performed to project energy cost savings benefit of a BESS installation which can provide instantaneous hedging against system peak demands to decrease the HLD's designated Peak Load Contributions (PLCs), contained in a manageable footprint.

The City has the option to partner with a third party for the installation, maintenance, and operation for a twenty-year term. HLD's consultants, GDS Associates, used comparable data to project energy cost savings for a system with 20MW of output capacity capable of discharging for four (4) hours. Given the total energy sales of 346,565,221 kWh sales during calendar year 2025, a projected annual purchase power cost savings of roughly \$1.9M would be realized across HLD's customer base or roughly \$5.50 per month for a customer with 1,000 kWh of energy use.

Recommendations

- Explore the feasibility of a roof-top solar array installation located at the Hagerstown Field House and seek any upcoming grant funding opportunities.
- Develop and advertise a Request for Proposal of a Battery Energy Storage System located at the Frederick Street Substation site.

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

Topic:

City Civics Academy: Maryland 250 Grant – *Councilmember Erika Bell*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Memo - MD_Two_Fifty_Commission_Citizen_Academy_Grant_-_March__2026.pdf

Description

Memo: Civics Academy



CITY OF HAGERSTOWN, MARYLAND

Donna Spickler

City Clerk

One East Franklin Street • Hagerstown, MD 21740

E-mail: dspickler@hagerstownmd.org

Telephone: 301.766.4183 • TDD: 301.797.6617 • Website: www.hagerstownmd.org

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

FROM: Donna K. Spickler, City Clerk

SUBJECT: MD Two Fifty Commission: Citizen Academy Small Grant Program

DATE: March 6, 2026

As part of the commemoration of the United States' 250th anniversary, the MD Two Fifty Commission offered \$ 1,000 grants to fund citizen academies as a lasting legacy of the 250th in Maryland.

Councilmember Erika Bell submitted a grant application for a Citizen Academy designed to empower the community through education and engagement, particularly focusing on those who are often marginalized – the unhoused and returning citizens. The mission of the Academy is to foster an inclusive environment that encourages civic participants, enhances understanding of the democratic process, and promote active citizenship.

The City of Hagerstown was awarded a grant for the academy as presented by Councilmember Bell.

This is an agenda item for your Work Session on March 10, 2026. Councilmember Bell will provide additional details of this academy.

Thank you.

