

Regular Session (38th Voting Session)
Mayor and City Council
May 26, 2026
Agenda

1:00 PM - May 26, 2026 - REGULAR SESSION -Council Chambers, 2nd floor, City Hall

I. CALL TO ORDER

Mayor William B. McIntire

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. A. Rules of Procedure – *Effective November 18, 2025*
B. Use of cell phones during meetings is restricted.
C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
D. Meeting Schedule:
1. Tuesday, June 2, 2026 – Work Session at 4:00 p.m.
2. Tuesday, June 9, 2026 – Work Session at 4:00 p.m.
3. Tuesday, June 16, 2026 – No Meeting Scheduled – MML Summer Conference
4. Tuesday, June 23, 2026 – Regular Session at 7:00 p.m.
5. Tuesday, June 30, 2026 – No Meeting Scheduled

V. AGENDA ITEM CITIZEN COMMENTS

AGENDA ITEM CITIZEN COMMENTS HAS BEEN REVISED TO CITIZEN COMMENTS

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

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

VI. MINUTES

April 7, 2026, April 14, 2026, April 21, 2026, and April 28, 2026

VII. CONSENT

A. Finance

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

228,000.00

A. Human Resources

1. Administration of Medical Coverage - United Healthcare (Chicago, IL) \$ 286,876.00
2. Administration of Dental Coverage - United Concordia (Hunt Valley, MD) \$ 45,960.00
3. Specific Stop Loss Insurance Annual Premium (*Material to be presented*)
4. City Sponsored Life Insurance - Hartford Life & Accident Insurance Company (Hartford, CT) \$ 73,422.00

B. Technology and Support Services

1. Telephone Line Reconciliation – Glessner Technologies (Hagerstown, MD) \$ 13,397.50
2. Network Support Professional Services – Berry Solutions Group (Altoona, PA) \$ 15,000.00

C. Engineering

1. Concrete Repairs at Sallyport Entrance at HPD - Eastern Waterproofing and Restoration of Virginia (Toano, VA) \$ 36,000.00
2. Alley Reconstruction - Concrete Central (Hagerstown, MD) \$ 260,000.00
3. Improvements at Skatepark at Fairgrounds Park - Concrete Central, LLC (Hagerstown, MD) \$ 28,600.00

D. Police

1. Annual Renewal Flock Safety Gunshot Detection - Flock Group, Inc. (Dallas, TX) \$ 18,400.00
2. Increase to Existing Purchase Order for Camera System Expansion - Spichers Security (Hagerstown, MD) \$ 13,358.68
3. Camera System Expansion - Arts and Entertainment District - Spichers Security (Hagerstown, MD) \$ 17,785.90

E. Utilities

1. Light - LED Light Fixtures for MEA L-GEM Grant -- Signify North America (Somerset, NJ) & United Utility Supply (Chambersburg, PA) \$210,900.00
2. Light - Emergency Purchase: Distribution Transformers -- T&R Electric Supply (Colman, SD) \$15,250.00
3. Light - FY27 Blanket Contract: Vegetation Management -- Xylem Tree Experts, LLC (Norfolk, VA) \$460,000.00
4. Light - FY27 Blanket Contract: Substation Maintenance -- TRC Companies (Lancaster, PA) \$170,000.00
5. Light - FY27 Blanket Contract: Linework Services -- Diamond Electric (Boonsboro, MD) \$250,000.00
6. Light - FY27 Blanket Contract: Electric Equipment Refurbishment -- Southeastern Transformer Company (Dunn, NC) \$135,000.00
7. Light - FY27 Blanket Contract: Regulatory Consulting Services -- GDS Associates, Inc. (Marietta, GA) \$370,000.00
8. Light - FY27 Blanket Contract: Electric Underground Locating Services -- USIC Locating Services, LLC (Indianapolis, IN) \$60,000.00

9. Light - FY27 Blanket Contract: Flame Resistant Clothing -- Hudson Workwear (Brecksville, OH) \$29,200.00
10. Light - FY27 Blanket Contract: Software Support, Maintenance, and Licensing -- Milsoft Utility Solutions (Abilene, TX) \$55,176.75
11. Light - FY27 Blanket Contract: Heavy Duty Diesel Truck Maintenance -- Transteck, Inc. (Hagerstown, MD) \$50,000.00
12. Light - FY27 Blanket Contract: Distribution Line Transformers -- United Utility Supply (Chambersburg, PA) \$200,000.00
13. Water: R.C. Willson Camera System Upgrade -- Glessner Technologies (Hagerstown, MD) \$19,633.15
14. Water: R. C. Willson Fluoride Remediation - Final Invoice Emergency Clean-up ~ Clean Harbor/HEPACO, LLC (Dallas TX) \$94,735.62
15. Water: R. C. Willson MCC and Switchgear Transformer Oil Testing -- Capital Electric (Hagerstown, MD) \$10,614.50
16. Water: R.C. Willson Tree Removal ~ Diamond State Tree Experts, LLC (Elkton, MD) \$375,050.00
17. Water: Replace Motor in 2019 Ford F-750 Dump Truck (Unit 215) -- Keystone Ford (Chambersburg, PA) \$20,906.37
18. Water: Purchase Water Meters to Replenish Inventory -- L/B Water Services, Inc. (Chambersburg, PA) \$117,308.16
19. Water: Water Pressure Zone 1 System Modeling -- Hazen and Sawyer (Baltimore, MD) \$34,260.00
20. Water: Fire Hydrant Purchase - Core & Main (Martinsburg, WV) \$89,487.96
21. Water: FY27 Patching Contract Renewal - Henson and Son, Inc. (Hagerstown, MD) \$472,128.00
22. Water: Chlorinator Annual Maintenance Contract ~ Environmental Service and Equipment Company, LTD. (Marcus Hook, PA) \$11,732.00

VIII. UNFINISHED BUSINESS

- A. Approval of an Ordinance: Zoning Map Amendment - Trolley Drive and Corboy Drive (ZM-2026-01)
- B. Approval of an Ordinance: Zoning Map Amendment - Evergreen Property North side of Eastern Boulevard and east side of Leitersburg Pike (ZM-2026-02)

IX. NEW BUSINESS

- A. Approval of a Resolution: Approval of an Operating Agreement with the Hagerstown Ice Amateur Athletic Association (HIAAA) for 2026 through 2028
- B. Approval Of A Resolution: Approval To Reallocate Funding Previously Authorized For the Provision of Summer Camp Programming
- C. Approval of a Resolution: Approval of a Lease Agreement with Washington County Museum: 6 N. Potomac St. from July 13, 2026 through November 15, 2026
- D. Approval of a Resolution: Easement Agreement with the Hagerstown Housing Authority (HHA) for the Relocation of the RISE Sculpture
- E. Approval of an Amendment to Community Development Block Grant (CDBG) FY2020 Annual Action Plan (Reallocation of CDBG CV-CARES Funding) to Wheaton Park Tennis Courts

- F. Approval of an Amendment to Community Development Block Grant (CDBG) FY2024 Annual Action Plan (Allocation of Unexpended CDBG Funding to Wheaton Park Enhancement Project Phase II)
- G. Approval of Memorandum of Understanding: Between City of Hagerstown Police Department and the Hagerstown Community College Police Department
- H. Approval of FY27 Inventory Procurement Funds (Light Department)
- I. Approval of Bay Restoration Fund Grant for Enhanced Nutrient Removal Operation and Maintenance

X. GENERAL CITIZEN COMMENTS

XI. CITY ADMINISTRATOR'S COMMENTS

XII. MAYOR AND COUNCIL COMMENTS

XIII. ADJOURN

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

Topic:

Mayor William B. McIntire

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

- A. Rules of Procedure – *Effective November 18, 2025*
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should include a copy for the City Clerk for inclusion in the official record.
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Motion:

Action Dates:

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HAGERSTOWN, MARYLAND**

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Topic:

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Financial Impact:

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Motion:

Action Dates:

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

Topic:

April 7, 2026, April 14, 2026, April 21, 2026, and April 28, 2026

Mayor and City Council Action Required:

Discussion:

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Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Minutes.pdf

Description

Motion - minutes

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: May 26, 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 April 7, 2026, April 14, 2026, April 21, 2026, and April 28, 2026.

DATE OF PASSAGE: May 26, 2026

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

Topic:

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

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Consent_Agenda.pdf

CONSENT_AGENDA_FORM_Arista_FY27.pdf

Description

Motion - Consent Agenda

Consent for Utility Bill
Processing and Mailing

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: May 26, 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.”

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

Arista
Bill Printing and Mailing
Service Schedule

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

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

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

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

Arista BP&M Service Schedule

4. Pricing/Invoicing.

(a) The prices for products and services under this Agreement are set forth in Appendix B.

(b) Any sales and use taxes, and any other similar taxes applicable to the production, sale, use, storage, delivery or transportation of the products and services shall be calculated and paid by Customer.

(c) In addition to the prices set forth in Appendix B, Customer shall pay estimated postage costs prior to the mailing of Customer's customer invoices. Estimated postage costs shall be equal to Customer's actual postage costs for the preceding month. If in any given month Customer pays estimated postage in excess of the postage costs actually attributable to Customer, Arista shall apply such excess payment to Customer's postage costs for the subsequent month. Arista shall sort Customer's mail to obtain the most advantageous postage rates, and shall provide Customer with an accounting of all postage costs incurred.

(d) Shipment of products shall be F.O.B.

(e) In order to achieve volume discounts on custom form, envelopes and other preprinted material ordered on behalf of Customer, Arista may purchase up to a 6 month supply of these items in advance. In the event Customer terminates this contract or requests changes to these items, Customer shall be responsible for the cost incurred by Arista for the remaining inventories of such items.

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

(a) If Customer shall desire special order services, Customer shall submit to Arista a written request which shall, with reasonable specificity, describe the services or changes desired by Customer. Arista and Customer shall, within a reasonable time thereafter, evaluate the request. Based on such evaluation, Arista will prepare specifications for the design, enhancement and implementation of the services described and specify an estimated number of working days after Customer's acceptance in which the applications shall be completed.

(b) If the specifications prepared by Arista are acceptable to Customer, Customer shall indicate its acceptance in writing.

(c) Upon acceptance by Customer of the service specifications, Arista shall commence preparation and diligently pursue development of the product in accordance with such specifications and shall use its best efforts, consistent with changing and

Arista BP&M Service Schedule

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

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

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

Arista BP&M Service Schedule

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

ARISTA:

By: 

Title: COO

Date: 7/11/17

CUSTOMER:

Michael S Spiker/CDH
Name

By: Michael S Spiker

Title: Director of Utilities

Date: June 16, 2017

Appendix A

Statement of Work – Printing and Mailing Services

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

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

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

Statement of Work – Electronic Bill Presentment
OPTIONAL SERVICE

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

Appendix B

Time Schedule and Pricing

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

SERVICES:

UNIT PRICE:

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

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

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

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

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

PRICING FOR PDF SERVICES: (Optional)

UNIT PRICE:

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

Appendix C

Schedule of Charges for Special Order Services

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

Minimum Hourly Programming Rate \$ 100.00 Per Hour

Appendix D

Special Stipulations

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

ARISTA:

By: _____

Title: _____

Date: _____

CUSTOMER:

Name

By: _____

Title: _____

Date: _____

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

Topic:

Administration of Medical Coverage - United Healthcare (Chicago, IL) \$ 286,876.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

HR_-_Administration_of_Medical_Coverage.pdf

Description

Consent - Administration of
Medical Coverage

| PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO | | |
|---|--|--|
| Indicate with an X | FOCUS AREA | GOAL STATEMENT |
| | NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY | The citizens of Hagerstown will experience a high quality of life. |
| | PUBLIC SAFETY | The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe. |
| | PUBLIC FACILITIES & INFRASTRUCTURE | The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner. |
| | ECONOMIC DEVELOPMENT | The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs. |
| | CITIZEN-BASED GOVERNMENT | The City of Hagerstown is an ethical and financial responsible government. |
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Approved

[Signature] 5/13/26

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Administration of Dental Coverage - United Concordia (Hunt Valley, MD) \$ 45,960.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

HR_-_Administration_of_Dental_Coverage.pdf

Description


Consent - Administration of
Dental Coverage

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Approved

 5/13/26
 Signature / Date

 Signature / Date

(2) Purchasing Agent

COMMENTS

 Signature / Date

(3) Chief Financial Officer

COMMENTS

 Signature / Date

(4) City Administrator

COMMENTS

 Signature / Date

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

Topic:

Specific Stop Loss Insurance Annual Premium (*Material to be presented*)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

City Sponsored Life Insurance - Hartford Life & Accident Insurance Company (Hartford, CT) \$
73,422.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

HR_-_City_Sponsored_Life_Insurance.pdf

Description

Consent - City Sponsored
Life Insurance

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Approved

[Signature]

5/13/26
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Telephone Line Reconciliation – Glessner Technologies (Hagerstown, MD) \$ 13,397.50

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

IT_-_Glessner_Telephone_Line_Survey.pdf
City_Hagerstown_Phone_Line_Survey.pdf

Description

Consent Form
Quote

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

| | | |
|--|--|-------------------------------|
| <p>(1) Department Director and Division Manager <u>COMMENTS</u></p> <p>_____ Signature / Date</p> | | <p>_____ Signature / Date</p> |
| <p>(2) Purchasing Agent <u>COMMENTS</u></p> <p>_____ Signature / Date</p> | | <p>_____ Signature / Date</p> |
| <p>(3) Chief Financial Officer <u>COMMENTS</u></p> <p>_____ Signature / Date</p> | | <p>_____ Signature / Date</p> |
| <p>(4) City Administrator <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.: **28928**
Date: 4/16/2026

Prepared for:
Oren Reed (240) 983-5825
City of Hagerstown
1 East Franklin Street
Hagerstown, MD 21740 United States

Prepared by: Darcy L. Kline
Account No.: 11386
Phone: (301) 790-3200

| Quantity | Description | Sell | Total |
|----------|--|-------------|-------------|
| | Survey all City Phone Lines, telephone circuits from Verizon, locate lines and connected devices. Document and present to the City for evaluation and planning Labor charge to complete | | |
| 1.00 | Labor charge | \$13,397.50 | \$13,397.50 |

Your Price: \$13,397.50
Total: \$13,397.50

Prices are firm until 5/16/2026 Terms: 100% Due Upon Completion

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

Date: 4/16/2026

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:

Network Support Professional Services – Berry Solutions Group (Altoona, PA) \$ 15,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

IT_-_Network_Support_Professional_Services.pdf

Description

Consent - IT Network
Support

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

[Signature] 5/14/2026
Signature / Date

(2) Purchasing Agent

COMMENTS

Approval - vendor needs setup in Muniis

[Signature] 5/21/26
Signature / Date

(3) Chief Financial Officer

COMMENTS

approval - this will cross fiscal years and FY27 has funding included in Proposed Budget

[Signature]
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

[Signature] 5/21/26
Signature / Date

Block Hour Agreement

Quote #004104 v1

Prepared For:

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

 P: (301) 766-4071
 E: oreed@hagerstownmd.org

Prepared by:

 Berry Solutions Group
 Chris Lytle
 3900 Industrial Park Dr
 Suite 12
 Altoona, Pennsylvania 16602
 P: 814-659-5602
 E: chris@berrysolutionsgroup.com

Date Issued:

05.06.2026

Expires:

05.20.2026

Services

| Product Details | | Ext. Price |
|------------------|--|--------------------|
| Labor Fixed Fee | Block Hours Client agrees to purchase a block of prepaid labor hours ("Block Hours") to be used toward Berry Solutions Group ("BSG") professional services. Block Hours may be applied to any labor performed by BSG, including but not limited to support tickets, project work, onboarding, consulting, and other technical or professional services requested by the Client. All labor will be deducted from the available Block Hours based on actual time spent, measured in increments of fifteen (15) minutes unless otherwise specified. Block Hours will be applied in lieu of time-and-materials billing until the balance is exhausted. Block Hours do not guarantee response times or service levels unless otherwise defined in a separate Managed Services Agreement or Service Level Agreement. Once all Block Hours have been consumed, any additional labor will be billed at BSG's then-current hourly rates unless the Client elects to purchase an additional block of hours. Unless otherwise stated in writing, Block Hours are non-refundable and must be used within the agreed-upon term. Unused hours will expire at the end of the term. | \$15,000.00 |
| Subtotal: | | \$15,000.00 |

| Quote Summary | Amount |
|---------------|--------------------|
| Services | \$15,000.00 |
| Total: | \$15,000.00 |

Berry Solutions Group will invoice for all hardware and one-time software fees (if applicable) upon signature of this SOW. Prior to the order being placed for any associated hardware over the amount of Five Thousand Dollars (\$5,000), payment must be received in full for all hardware by Berry Solutions Group.

Project labor shall be invoiced monthly throughout the duration of the project. Invoices shall be made payable within thirty (30) days from the date in which the invoice is generated. All open invoices over thirty (30) days, will be subject to a three percent (3%) late fee.

Taxes, shipping, handling, and other fees may apply. Berry Solutions Group reserves the right to cancel orders arising from pricing and or other errors.

Acceptance

Berry Solutions Group

City of Hagerstown

Chris Lytle

Signature / Name

05/06/2026

Date

Oren Reed

Signature / Name

Initials

Date

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

Topic:

Concrete Repairs at Sallyport Entrance at HPD - Eastern Waterproofing and Restoration of Virginia (Toano, VA) \$ 36,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Engineering_-_Concrete_Repairs_at_Sallyport_Entrance.pdf

Description

Consent - Repairs at Sallyport Entrance



PURCHASE / CONTRACT / CONSENT FORM
City of Hagerstown Mayor and Council

Regular Session Date: May 26, 2026 Special Session Date: _____
 Originating Department: Engineering Division (if applicable): _____
 Department Director or Manager: Jim Bender
 Account/Project Name: Police Building Renovation
 Account No: 4510000-5594 CIP Control No. 308
 Budget Amount: \$ 140,000 Account Balance: \$ 117,291 Unbudgeted Amount: \$ 0
 Fiscal Year: FY 26 Source of Funds: * Additional FY 26 Real Estate Tax Revenue

| Quantity | Description | Value |
|-------------------------------|--|---------------------|
| 1 | Concrete repairs at sallyport entrance | \$ 33,380.00 |
| 1 | Contingency | \$ 2,620.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL VALUE OF PROJECT | | \$ 36,000.00 |

ABOVE TO BE USED FOR: Repair cracked and spalling concrete at the sallyport entrance

RECOMMENDED VENDOR: Business Name: Eastern Waterproofing & Restoration of Virginia
 Business Address: 8018 Hankins Industrial Park Road B7
 City/State/Zip: Toano, VA 23168

Bid/Proposal/Quote No.: 26-HPD-02 Sole Source? Yes No

| OTHER VENDORS | | |
|-------------------------|---------------|--------------|
| Firm | City/State | Total Amount |
| GRC General Contractors | Zullinger, PA | \$39,363.00 |
| Alden, Inc. | Laurel, MD | \$64,280.00 |
| | | |
| | | |
| | | |
| | | |
| | | |

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> |
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend award of contract to Eastern Waterproofing & Restoration of Virginia

 5/6/26
 Signature / Date

 Signature / Date

(2) Purchasing Agent

COMMENTS

 Signature / Date

(3) Chief Financial Officer

COMMENTS

 Signature / Date

(4) City Administrator

COMMENTS

 Signature / Date

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

Topic:

Alley Reconstruction - Concrete Central (Hagerstown, MD) \$ 260,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Improvements at Skatepark at Fairgrounds Park - Concrete Central, LLC (Hagerstown, MD) \$
28,600.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Engineering_-_Improvements_at_Skatepark.pdf

Description

Consent - Skatepark
Improvements

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

(1) Department Director and Division Manager

COMMENTS Recommend award of contract to Concrete Central, LLC

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Annual Renewal Flock Safety Gunshot Detection - Flock Group, Inc. (Dallas, TX) \$ 18,400.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Consent_Form.pdf
FLOCK_INVOICE.pdf
Flock_Safety.PDF

Description

CONSENT FORM
QUOTE
SOLE SOURCE

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

(1) Department Director and Division Manager

COMMENTS This is an annual renewal of an alert system that will work with our existing camera system to identify the location of shots fired.


 Signature / Date

 Signature / Date

(2) Purchasing Agent

COMMENTS

 Signature / Date

(3) Chief Financial Officer

COMMENTS

 Signature / Date

(4) City Administrator

COMMENTS

 Signature / Date



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-90139
Invoice Date: 4/29/2026
Due Date: 5/29/2026
Payment Terms: Net 30
PO#:

Bill To: NJ - SHI
290 Davidson Ave
Franklin Township, New Jersey, 08873

Ship To: NJ - SHI
290 Davidson Ave
Somerset, New Jersey 08873

Billing Company Name: NJ - SHI
Billing Contact Name: Kristy Carroll
Billing Email Address: kcarroll@hagerstownpd.org

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: Renewal - MD - Hagerstown PD Raven - 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 Gunshot Detection - 1/2mi, fka Raven | 1 | \$18,400.00 | \$0.00 | \$18,400.00 |

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: | \$18,400.00 |
| Sales Tax: | \$0.00 |
| Credit: | \$0.00 |
| Payments: | \$0.00 |
| Balance Due: | \$18,400.00 |

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-90139
Invoice Date: 4/29/2026
Due Date: 5/29/2026
Payment Terms: Net 30
PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
Memo: INV-90139
Mail to: PO Box 121923
Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Pay by ACH:

Account Legal Name: Flock Group Inc.
Account Number: 3302113966
Account Type: Checking
Routing / SWIFT Code: 121140399 / SVBKUS6S

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx or 891923
USPS: 885 East Collins Boulevard,
Suite 110
Richardson, TX 75081

Account: NJ - SHI

Invoice #: INV-90139

Amount Due: **\$18,400.00**

Amount Enclosed: \$ _____



Sole Source Letter for Flock Safety® RTCC and ALPR Solution

Flock Safety® is the sole manufacturer, developer, and distributor of the proprietary Flock Safety Falcon® ALPR Camera and FlockOS® Real Time Crime Center integrated solution. 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. **Real Time Crime Center Platform:**

- Flock Safety is the only Real-Time-Crime-Center (RTCC) platform that offers its own proprietary ALPR product *and* proprietary RTCC product with native integration from one provider
- FlockOS® is the world's first and only public safety operating system compatible with Flock Safety™ live streaming fixed and Flock Safety PTZ Condor™ camera, Flock Safety Raven™ gunshot audio detection, while seamlessly integrating first and 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's 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

2. **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

flock safety

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

3. 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
- 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

4. 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

5. Integrated Audio & Gunshot Detection:

- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

6. 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

flock safety

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.

7. 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:

Increase to Existing Purchase Order for Camera System Expansion - Spichers Security
(Hagerstown, MD) \$ 13,358.68

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Consent_Form.pdf

Spichers_Purchase_Order.pdf

Spichers_Credit_Memo.pdf

Spichers_Invoice.pdf

Description

CONSENT FORM

PURCHASE ORDER
(ORIGINAL)

CREDIT MEMO

INVOICE (CURRENT)

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This increase is for additional services for providing camera maintenance and licenses.

Chris Rowe 5/13/20

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



Bill To

CITY OF HAGERSTOWN
1 EAST FRANKLIN STREET
HAGERSTOWN, MD 21740
Phone: 301-739-8577

Purchase Order

Fiscal Year 2026

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20260453**

Delivery must be made within doors of specified destination.

Vendor

SPICHERS SECURITY SERVICES LLC
13427 PENNSYLVANIA AVE
HAGERSTOWN, MD 21742

Ship To

POLICE ADMINISTRATION
50 NORTH BURHANS BLVD
HAGERSTOWN, MD 21740
Phone: 301-739-8577 EXT 217

| VENDOR PHONE NUMBER | VENDOR FAX NUMBER | REQUISITION NUMBER | DELIVERY REFERENCE | |
|---------------------|-------------------|--------------------|-----------------------------|-----------------------|
| 301-739-2794 | | 524 | PLEASE EMAIL P.O. TO KRISTY | |
| DATE ORDERED | VENDOR NUMBER | DATE REQUIRED | FREIGHT METHOD/TERMS | DEPARTMENT/LOCATION |
| 10/09/2025 | 4237 | 10/06/2025 | | POLICE ADMINISTRATION |
| NOTES | | | | |

BLANKET FUNDING - CAMERA SYSTEM

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

| ITEM # | DESCRIPTION / PART # | QTY | UOM | UNIT PRICE | EXTENDED PRICE |
|--------|--|-----|------|--------------|----------------|
| 1 | BLANKET FUNDING - MAINTENANCE AND EXPANSION OF CAMERA SYSTEM GL Account: 0110401 - 537601 | 1.0 | EACH | \$100,000.00 | \$100,000.00 |

*\$ 213³²
Balance*

| | |
|-----------------------------|---------------------|
| Total Ext. Price | \$100,000.00 |
| Total Sales Tax | \$0.00 |
| Total Freight | \$0.00 |
| Total Discount | \$0.00 |
| Total Credit | \$0.00 |
| Purchase Order Total | \$100,000.00 |

Tina A. ...

Procurement Administrator

Vendor Copy



INVOICE

AS00009948

Invoice Date

03/17/2026

SPICHER'S SECURITY SERVICES

(301) 739-2794

Toll Free (800) 726-1794

13427 Pennsylvania Ave.

| | | | |
|------|---|----------|---|
| Bill | 3017903700 | Ship To: | 3017903700 |
| To: | HAGERSTOWN POLICE DEPT 50 N BURHANS BLVD HAGERSTOWN, MD 21740 (301) 790-3700 | | HAGERSTOWN POLICE DEPT 50 N BURHANS BLVD HAGERSTOWN, MD 21740 (301) 790-3700 |

Special Request:

| Customer # | Salesperson | PO# | Payment Type | Schedule Date |
|------------|---------------|-----|--------------------|---------------|
| 3017903700 | SECURITY TEAM | | PAYMENT BEFORE DEL | |

| Qty | Model | Description | Price | Ext Price |
|-----|--------|---|-------|-----------|
| | SECPY | **Please make checks payable to SPICHER'S SECURITY** | | |
| -52 | 420964 | SUP FOR SINGLE DEVICE CONNECTIONS 12M | 11.00 | -572.00 |
| -52 | 404669 | SINGLE DEVICE CONNECTION LICENSE THIS IS A CREDIT ADJUSTMENT FOR LICENSE FOR INDIGO, WHICH THEY ARE SWITCHING OVER TO MILESTONE NOW. | 26.83 | -1,395.16 |

- * All products remain the property of Spicher's Security until paid in full.
- * Price quotes for installation are estimates only. If the job takes longer than quoted time, extra fees may be incurred.
- * All authorized returns are subject to a 25% restocking fee.
- * There is no warranty on existing equipment or takeovers.
- * 50% of total invoice is due prior to ordering equipment/ scheduling job.
- * Spicher's Security will make every effort to schedule installation within a 2 to 3 week time period however, acts of God may delay the scheduling.
- * All price quotes are only valid for 30 days.

| | |
|--------------------|------------------|
| Sub Total | -1,967.16 |
| Tax | 0.00 |
| Invoice Total | -1,967.16 |
| Payment | 0.00 |
| Balance Due | -1,967.16 |

Customer
Signature _____

Thank You

Total due 30 days upon receipt



SPICHERS

APPLIANCES & SECURITY

SERVICE INVOICE

AC00000866

Invoice Date
02/21/2025

SPICHER'S SECURITY SERVICES
13427 PENNSYLVANIA AVE
HAGERSTOWN, MD 21742
(301) 739-2794



| | |
|---|---|
| Billing Address: 3017903700 HAGERSTOWN POLICE DEPT 50 N BURHANS BLVD HAGERSTOWN, MD 21740 (301) 790-3700 | Service Address: 3017903700 HAGERSTOWN POLICE DEPT 50 N BURHANS BLVD HAGERSTOWN, MD 21740 (301) 790-3700 |
|---|---|

Problem Description :

| Call Type | Sch Date | Sch Time | Payment Type | Priority | Purchase Date |
|-----------|----------|----------|--------------|----------|---------------|
| CSEC | | | COD | | |

Special Instructions :

| Qty | Part Number | Description | Price | Ext Price |
|-----|-------------|--|--------|-----------|
| | SECPY | **Please make checks payable to SPICHER'S SECURITY** | | |
| 52 | 420964 | SUP FOR SINGLE DEVICE CONNECTIONS 12M | 52.00 | 2,704.00 |
| 52 | 404669 | SINGLE DEVICE CONNECTION LICENSE | 246.83 | 12,835.16 |

| | | |
|--------------------|--------------------|-----------|
| Service Performed: | Sub Total | 15,539.16 |
| | Tax | 0.00 |
| | Total | 15,539.16 |
| | Payment | |
| | Balance Due | 15,539.16 |

Customer Signature

Thank You

Total due 30 days upon receipt

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

Topic:

Camera System Expansion - Arts and Entertainment District - Spichers Security (Hagerstown, MD) \$ 17,785.90

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

CONSENT_FORM.pdf
QUOTE.pdf
20260514081956107.pdf

Description

CONSENT FORM
QUOTE
GRANT AWARD

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

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

This purchase is being made utilizing a grant to enhance security measures in the Arts + Entertainment District. City purchasing rules have been followed.

Cheryl Row _____
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



QUOTE
Q00041484

SPICHER'S SECURITY SERVICES
13427 PENNSYLVANIA AVE
HAGERSTOWN, MD 21742
(301) 739-2794

Quote Date
03/24/2026



| | |
|---|---|
| Bill To: 3017903700 HAGERSTOWN POLICE DEPT 50 N BURHANS BLVD HAGERSTOWN, MD 21740 (301) 790-3700 | Ship To: 3017903700 HAGERSTOWN POLICE DEPT 50 N BURHANS BLVD HAGERSTOWN, MD 21740 (301) 790-3700 |
|---|---|

Special Request:

| Customer # | Salesperson | PO# | Payment Type | Schedule Date |
|------------|-------------|-----|-------------------------|---------------|
| 3017903700 | MIKE BOWERS | | PAYMENT BEFORE DELIVERY | |

| Qty | Model | Description | Price | Ext Price |
|------|----------|--|----------|-----------|
| 3 | | Xprotect corp device license | 345.00 | 1,035.00 |
| 3 | | xprotect 1 month sup license | 5.30 | 15.90 |
| 2 | | axis 24mm wide view 41mp | 6,731.00 | 13,462.00 |
| 1 | 10409354 | AXIS P3738-PLC 02635-001 360 MULTISENSOR CAMER | 2,773.00 | 2,773.00 |
| 4.00 | Labor | This quote is for the Arts and Entertainment District grant for 2 360 4x8mp cameras. MD SERVICE/INSTALL LABOR | 125.00 | 500.00 |

- * All products remain the property of Spicher's Security until paid in full.
- * Price quotes for installation are estimates only. If the job takes longer than quoted time, extra fees may be incurred.
- * All authorized returns are subject to a 25% restocking fee.
- * There is no warranty on existing equipment or takeovers.
- * 50% of total invoice is due prior to ordering equipment/ scheduling job.
- * Spicher's Security will make every effort to schedule installation within a 2 to 3 week time period however, acts of God may delay the scheduling.
- * All price quotes are only valid for 30 days.

| | |
|--------------------|------------------|
| Sub Total | 17,785.90 |
| Tax | 0.00 |
| Invoice Total | 17,785.90 |
| Payment | 0.00 |
| Balance Due | 17,785.90 |

Customer Signature _____

Thank You

Total due 30 days upon receipt



7/17/2025

Governor's Office of Crime Prevention and Policy



Control Number:

52021

Regional Monitor:

Isaacs, Zahra

Fiscal Specialist:

Lee, Dorothy

Grant Award & Acceptance Form

| | | |
|-----------------------------|--|---------------------------|
| Grant Award Number: | EDSG-2026-0005 | |
| Sub-recipient: | Hagerstown Police Department | |
| Project Title: | FY 2026 Maryland's Entertainment District Security Grant | |
| Implementing Agency: | Hagerstown Police Department | |
| Award Period: | 07/01/2025 - 06/30/2026 | CFDA: State General Funds |

| | | | |
|-----------------|---------------------|---------|-------------|
| Funding Summary | Grant Funds | 100.0 % | \$49,110.00 |
| | Cash Match | 0.0 % | \$0.00 |
| | In-Kind Match | 0.0 % | \$0.00 |
| | Total Project Funds | | \$49,110.00 |

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Prevention and Policy in accordance with the

State General Funds

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:

Dorothy G. R...

Executive Director

Governor's Office of Crime Prevention and Policy

SUB-RECIPIENT ACCEPTANCE:

William B. McIntire

Signature of Authorized Official

William B. McIntire, Mayor

Typed Name And Title

August 26, 2025

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



Grant Award - General Conditions

| | | | |
|---------------------|--|----------------------|------------------------------|
| Grant Award Number: | EDSG-2026-0005 | Sub-Recipient: | Hagerstown Police Department |
| Award Period: | 07/01/2025 - 06/30/2026 | Implementing Agency: | Hagerstown Police Department |
| Project Title: | FY 2026 Maryland's Entertainment District Security Grant | | |

1 General and Special Conditions (Post-Award Instructions)

The General and Special Conditions included in a subaward packet serve as the Maryland Governor's Office of Crime Prevention and Policy's (GOCCP or Office) post-award instructions and procedures for managing and monitoring grants, regardless of the funding source. This subaward is subject to the General Conditions on the Office's website (<https://gocpp.maryland.gov/wp-content/uploads/general-conditions.pdf>) and any Special Conditions accepted by the Subrecipient's Authorized Official, Project Director, and Fiscal Officer. Please refer to General Condition 21 for more information.

Additional guidance on each program's Notice of Funding Availability (NOFA) and the SFY 2026 Grant Management System (GMS) Application Instructions (<https://gocpp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>) are available on the Office's website at: <https://gocpp.maryland.gov/programs/>.

Note: The Office has made substantive changes to the Narrative and Budget Requirements for each SFY 2026 Grant Program NOFA, GMS Application Instructions, GMS portal, grant conditions, and attachments. These conditions are subject to the revised 2 Code of Federal Regulations (C.F.R.) Part 200, which are applicable for subawards issued on or after October 1, 2024. Please refer to the U.S. Department of Justice (DOJ) and the U.S. Department of Health and Human Services (DHHS) implementation timelines for further details on the adoption of 2 C.F.R. Part 200. <https://www.ojp.gov/funding/part200uniformrequirements> and <https://acf.gov/grants/manage-grant/grant-award/award-terms>

2 Statutes and Requirements of State and Federal Funds

This subaward is subject to all applicable provisions of Title 1 Subtitle 4 of the Code of Maryland Regulations (COMAR), relevant Code of Federal Regulations (C.F.R.), and requirements of the funding source. For current information on C.F.R. please visit <https://www.ecfr.gov/>.

Note: The Office reserves the right to impose additional Special Conditions, as necessary, during the subaward period of performance. Please refer to the grant award letter available in the electronic GMS.

3 Federal Financial Guide

In addition to post-award conditions, the subrecipient agrees to comply with the financial and administrative requirements outlined in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide, as applicable. The subrecipient must also adhere to any additional terms and conditions instructed by the Office. The DOJ Financial Guide is available at: <https://www.ojp.gov/funding/financialguidedoj/overview>.

4 Subaward Period of Performance

Upon approval by the Office, the submitted application will result in a subaward for the period specified in the subaward packet. The subaward does not constitute a commitment for funding prior to or beyond the stated period. The subaward may be terminated by either party with written notice to the terminated party within 30 CALENDAR DAYS. If the subaward is terminated before the end of the funding period, a financial accounting of both current quarterly and year-to-date expenses must be submitted within 60 calendar days. Please refer to General Condition 32 for more information.



Grant Award - General Conditions

| | | | |
|---------------------|--|----------------------|------------------------------|
| Grant Award Number: | EDSG-2026-0005 | Sub-Recipient: | Hagerstown Police Department |
| Award Period: | 07/01/2025 - 06/30/2026 | Implementing Agency: | Hagerstown Police Department |
| Project Title: | FY 2026 Maryland's Entertainment District Security Grant | | |

5 Subaward Acceptance Document

To fully execute the grant with the Office, the subrecipient must upload all required signed documents to the electronic GMS. The Grant Award and Acceptance Form, which includes the original signature of the Executive Director of the Office, must be signed by the Authorized Official listed in the submitted application (electronic signature is acceptable). This document must be uploaded within 30 CALENDAR DAYS of receipt of the award packet.

The Authorized Official may be the County Executive, Duly Authorized Official of the local unit of government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or, in cases where agencies are permitted to apply directly, the head of the agency receiving the subaward.

Failure to submit the signed acceptance documents within the specified timeframe may result in the subaward being canceled. Late submission will be accepted on a case-by-case basis and may lead to increased risk designation, additional monitoring requirements, delayed project implementation and reimbursement, de-obligation of funds, and/or termination of the subaward.

If the subrecipient chooses not to accept the subaward, a written notification must be provided to the Office within 30 CALENDAR DAYS of receiving the award packet. The subrecipient may also request to cancel the subaward after acceptance by submitting a formal written request to the Office. In either case, no expenditures incurred prior to or after the effective cancellation date will be eligible for reimbursement, and all unspent funds must be de-obligated.

Acceptance of this subaward constitutes a binding commitment to carry out the project as described in the approved application, and to comply with all applicable terms and conditions.

6 Special Conditions

It is important that the subrecipient carefully reviews all Special Conditions of the subaward. The Authorized Official must initial each Special Condition page in the bottom right-hand corner to acknowledge receipt and agreement. All initialed Special Condition pages must be uploaded to the GMS within 30 CALENDAR DAYS of receipt of the award packet.

If you have any questions or require clarification, please contact your GMS assigned Fund Manager, whose name is specified in your award packet.

7 Notification of Project Commencement Form

The Notice of Project Commencement Form must be initialed in the Award Information Verification section and signed at the bottom, preferably by the Project Director. If the Project Director is unavailable, the Fiscal Officer or Authorized Official may sign the form.

The signed and initialed form must be uploaded to the GMS within 30 CALENDAR DAYS of receiving the award packet. Please note that the subrecipient's progress report modules will remain inaccessible until the following documents are submitted in the GMS:

- Grant Award and Acceptance Form
- Special Conditions
- Notification of Project Commencement Form

Note: If the project will not commence within 45 calendar days of the start of the period of performance, the subrecipient must submit a General Grant Adjustment Notice (GAN) in the GMS for review and approval. Please note that a delay in the project start date does not impact the end date.



Grant Award - General Conditions

| | | | |
|---------------------|--|----------------------|------------------------------|
| Grant Award Number: | EDSG-2026-0005 | Sub-Recipient: | Hagerstown Police Department |
| Award Period: | 07/01/2025 - 06/30/2026 | Implementing Agency: | Hagerstown Police Department |
| Project Title: | FY 2026 Maryland's Entertainment District Security Grant | | |

8 Subrecipient Organizational Capacity Questionnaire (SOCQ)

This questionnaire serves as a pre-award assessment tool to help determine the appropriate level of subrecipient monitoring and post-award technical assistance. The completed questionnaire must be uploaded and available in the GMS prior to the award.

All applicants must ensure that the required documents are uploaded in the GMS prior to the award notification. For additional guidance, please refer to Section 12 of the GMS Application Instructions.

9 Online Reporting and Post-Award Technical Assistance

All subrecipients are strongly encouraged to view the Office's GMS Training Videos, which are available at: <https://gocpp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance on key grant functions, including application submission, Grant Adjustment Notices (GANs), and progress reporting during the period of performance.

For technical assistance with the GMS during business hours, subrecipients may contact the Office's GMS Help Desk support team at: support@goccp.freshdesk.com.

Additionally, a recorded webinar on Grants Management and Program Development Training is available on the Office's grants page (<https://gocpp.maryland.gov/grants/>). This resource is a best practice reference tool designed to assist in onboarding grants management staff and cover activities from pre-award through post-award, including recent revisions to the 2 C.F.R. Part 200, effective October 1, 2024.

10 Post-Award Documentation and Grant Adjustment Notification

Following award acceptance, all finalized contracts must be uploaded to the GMS and approved by the Office prior to requesting reimbursement for any related expenses.

For conference and training, logistical details must be submitted to the Office for review and approval as soon as the information becomes available. This includes dates, times, and locations of each event, which must be provided at least 30 days in advance.

To submit this information, subrecipients must initiate a Budget GAN in the GMS. The GAN should include all event logistics, as well as any adjustments to costs, fees, and rates with appropriate justification.

For additional post-award requirements and guidance, please refer to the GMS Application Instructions.

11 Subaward Budget Notice and New Personnel

The approved Budget Notice is included in the subaward packet and outlines the expenses authorized for the project. Please note that this budget may differ from the version submitted in the original application and reflects the Office's final approval of allowable project costs.

Any delays in hiring project personnel must be reported in writing to the assigned Regional Monitor for the applicable funding source within 30 calendar days of receiving the subaward packet. If project personnel are not hired within 45 calendar days, the associated personnel allocations may be de-obligated at the discretion of the Office.

Subrecipients are strongly encouraged to evaluate and, if appropriate, reallocate or de-obligate any cost savings resulting from delayed hiring to support other approved project activities. Any proposed changes must be submitted through a Budget GAN in the GMS for review and approval.

Please refer to General Condition 12 for additional guidance.



Grant Award - General Conditions

| | | | |
|---------------------|--|----------------------|------------------------------|
| Grant Award Number: | EDSG-2026-0005 | Sub-Recipient: | Hagerstown Police Department |
| Award Period: | 07/01/2025 - 06/30/2026 | Implementing Agency: | Hagerstown Police Department |
| Project Title: | FY 2026 Maryland's Entertainment District Security Grant | | |

12 Personnel Costs

Salary related expenses, wages, and fringe benefits must be supported by records that accurately reflect the work performed and must comply with the organization's established policies and procedures, as outlined in 2 C.F.R. §200.430 (Compensation – Personnel Services) and 2 C.F.R. §200.431 (Compensation – Fringe Benefits).

The use of percentages to claim personnel costs is not allowable. Supporting documentation must include timesheets or time and effort reports that reflect the actual time worked on allowable grant-funded activities. Records must be signed by a supervisor.

Payroll records may be used and shall include a certified after-the-fact distribution of the employee's actual work activities during the applicable financial reporting period.

The certification statement must:

- Reflect the dates and number of hours charged to the grant;
- Describe the specific grant-funded activities performed;
- Be signed and dated by the supervisor; and
- Include the grant number.

For additional guidance on time and effort reporting requirements, please visit: <https://gocpp.maryland.gov/grants/tips-and-guidance/time-and-effort-reports/>.

13 Consultant Rates

The requirements related to consultant compensation apply to all awards issued by the Office, regardless of the government funding source, State or Federal.

The maximum allowable rate for consultant services is \$81.25 per hour or \$650 per day. Requests for rates exceeding this threshold will be considered on a case-by-case basis and require prior written approval from the Office.

For additional guidance on requesting prior approval, please visit: <https://gocpp.maryland.gov/wp-content/uploads/preauth-for-consultant-fees.pdf>.

Note: Any consultant charges above the established maximum rate that are incurred prior to receiving written approval from the Office will be disallowed and not eligible for reimbursement.

14 Procurement

If a subrecipient does not have its own written procurement guidelines, it must follow the State of Maryland Procurement Policy and Procedures, which include the consideration of Minority Business Enterprises (MBE). To view the Maryland Procurement Manual and/or the directory of certified MBEs, please visit: <https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/> and/or <https://marylandmdbe.mdbecert.com/>.

In accordance with 2 C.F.R. §200.319, all procurement transactions must be conducted in a manner that promotes full and open competition. Additionally, under 2 C.F.R. §200.321, subrecipients must ensure that minority businesses, women's business enterprises, small businesses, and labor surplus area firms are considered in the procurement process.



Grant Award - General Conditions

| | | | |
|---------------------|--|----------------------|------------------------------|
| Grant Award Number: | EDSG-2026-0005 | Sub-Recipient: | Hagerstown Police Department |
| Award Period: | 07/01/2025 - 06/30/2026 | Implementing Agency: | Hagerstown Police Department |
| Project Title: | FY 2026 Maryland's Entertainment District Security Grant | | |

15 Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals (RFPs), bid solicitations, or other procurement requests, all subrecipients must clearly disclose that the potential purchase is being funded in whole or in part with government grant funds.

The following language may be used as an example: "This project is funded by the Governor's Office of Crime Prevention and Policy under subaward number BARM-2025-9000."

This disclosure ensures transparency and compliance with both State and federal grant requirements.

16 Property Inventory Report Form

Submission of the Property Inventory Reporting Form (PIRF) is required with each financial reimbursement request that includes the purchase of equipment with an acquisition cost of \$10,000 or more per unit, as approved under this subaward. The PIRF is included in the Project Director's award packet.

For Body Armor subawards (BARM and BPVP), subrecipients must also refer to the Special Conditions specific to those awards regarding PIRF submission requirements. All other PIRF-related conditions remain unchanged.

For additional guidance on completing the PIRF, please visit: <https://gocpp.maryland.gov/grants/tips-and-guidance/property-inventory-report-form/>.

17 Supplanting

Supplanting is strictly prohibited under this subaward. Supplanting occurs when grant funds are used to replace State, local, or agency funds that were previously appropriated, budgeted, or otherwise intended for the same purpose for which this grant is awarded.

All expenditures paid with funds from the Office must supplement, not supplant, the subrecipient's existing budget. Any line item supported with grant funds must represent an enhancement to current services or resources and may not replace costs that were already included in the organization's approved or anticipated budget.

For additional guidance, please refer to the supplanting section of the DOJ Financial Guide, which is accessible at: <https://www.ojp.gov/funding/financialguidedojo/overview>.

18 Budgeted Cost-Share (Match) Above Standard Requirements

By accepting this subaward, the subrecipient affirms its commitment to meet the budgeted cost-share/match requirement (if applicable) as stated in the Grant Award and Acceptance Form. This amount may exceed standard requirements and must be maintained throughout the award period.

The subrecipient agrees to allocate and report cost-share expenditures during each applicable reporting period. The full budgeted cost-share amount, including any voluntary overmatch submitted, must be reported regardless of adjustments to the grant-funded portion or other financial modifications.

Any proposed changes to the cost-share requirements must be submitted as a Budget GAN through the GMS and are subject to prior written approval by the Office.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Isaacs, Zahra
Lee, Dorothy

Grant Award - General Conditions

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|---------------------|--|----------------------|------------------------------|
| Grant Award Number: | EDSG-2026-0005 | Sub-Recipient: | Hagerstown Police Department |
| Award Period: | 07/01/2025 - 06/30/2026 | Implementing Agency: | Hagerstown Police Department |
| Project Title: | FY 2026 Maryland's Entertainment District Security Grant | | |

19 Expended Grant Funds During Award Period

All grant funds associated with this subaward, as well as any required cost-share/match funds (if applicable), must be encumbered, obligated, or expended by the end of the subaward period, including any pre-approved extensions. Obligations may include requisitions, purchase orders, or executed contracts, while expenditures refer to actual payments of invoices.

The Period of Liquidation is the 30 calendar days following the subaward end date, during which subrecipients may liquidate (i.e., pay) any properly obligated funds. No new obligations may be incurred during this period.

Failure to expend or liquidate encumbered funds within this timeframe may result in denied reimbursement and/or the de-obligation of unspent funds. In such cases, any remaining obligations will become the sole responsibility of the subrecipient.



Grant Award - General Conditions

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20 Modifications to Subaward and Grant Adjustment Notices (GAN)

Depending on the nature of a requested modification, subrecipients may be required to submit a General GAN, a Budget GAN, or both. Only one active GAN of each type may be open in the GMS at any given time. To avoid delays or denial of retroactive changes, subrecipients should submit GANs as early as possible and avoid after-the-fact requests, which will only be reviewed in extenuating circumstances, at the discretion of your assigned Funding Manager.

Authorized GAN Submitters: GANs must be submitted in the GMS by one of the following individuals:

- Project Director
- Fiscal Officer
- Authorized Official
- Pre-approved Alternate Authorized Signatory

GANs submitted by unauthorized individuals will be returned without review.

Types of GANs: There are two types of GANs:

1. General GAN: A General GAN must be submitted for any non-budgetary changes, including but not limited to:

- Project scope modifications
- Changes to the performance period
- Changes to personnel or roles listed on the GMS Face Sheet
- Addition or transfer of professional/consultant services
- Alteration to goals, activities, or outcomes.

If a budget modification is also required to support changes proposed in the General GAN, a separate Budget GAN must be submitted in addition.

2. Budget GAN: A Budget GAN must be submitted for any changes to the approved project budget, including:

- Reallocating funds among existing line items
- Adding new line items
- De-obligating funds
- Requesting additional funding

All Budget GANs must include sufficient justification, detailing:

- The source of any savings or unused funds
- The rationale and need for each increased or new budget item

GAN Approval Timeline: Subrecipients should submit GANs at least 30 CALENDAR DAYS prior to the end of the award period to allow adequate time for Office review and approval. GAN activity may not begin until written approval is received from the Office via an automated email from goccpgms.daemon@maryland.gov. GAN requests will not be accepted by phone, fax, or email.

Administrative GAN Exceptions: Requests submitted within 30 days prior to the end of the award period will be considered only under extenuating circumstances and must be pre-approved by your assigned Funding Manager. A written request for exception must be emailed to the Funding Manager and include:

- A detailed explanation for the late submission
- Justification for each requested change (savings and reallocation)
- Updated performance, progress, and financial reports as applicable

Note: All GAN documentation submitted to the Office is subject to the Maryland Public Information Act (PIA).



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Isaacs, Zahra
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Grant Award - General Conditions

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22 Issuance of Statements, Press Releases, or Other Documents

When issuing public statements, press releases, publications, or any related documents concerning this project, or when hosting conferences, seminars, workshops, or forums in connection with this project, the subrecipient must clearly acknowledge the source of funding and the role of the Office.

All materials and communications resulting from this project must include the following acknowledgement: "This project was funded by the Governor's Office of Crime Prevention and Policy under subaward number BJAG-20250-9000 [insert actual subaward number]. All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

The subrecipient is responsible for ensuring that this statement is prominently displayed in all applicable materials, both print and digital.

23 Reproduction and Sharing of Subaward and Project Materials

The Office reserves the right to reproduce, distribute, and share, with appropriate attribution, any and all materials, documents, or deliverables developed as a result of this subaward and its associated project activities.

24 Privacy and Confidentiality of Client Records

The subrecipient must comply with all applicable federal regulations, including 2 C.F.R. 200.303(e), and State laws concerning the privacy and confidentiality of client records, including any statistical information collected for research or programmatic purposes.

In accordance with 2 C.F.R. 200.303(e), the subrecipient is required to take reasonable measures, including cybersecurity controls and internal safeguards, to protect and secure all sensitive data, including personally identifiable information (PII), and any other information deemed confidential under applicable laws and policies.

Failure to implement adequate safeguards may result in corrective action, loss of funding, or other enforcement measures.

25 Use of Required Forms

All required forms must be generated and submitted electronically through the GMS. Only applications, reports, and related documents submitted via the GMS will be accepted, reviewed, and considered by the Office. Paper or emailed submissions will not be processed.



Grant Award - General Conditions

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26 Online Submission of Quarterly Report Forms in line with Project Scope

The subrecipient must implement the project in accordance with the approved narrative and budget set-forth in the subaward.

Quarterly Reporting Requirements: All Quarterly Report Forms (Performance Measures, Progress Report, and Financial Reports) must be submitted in the GMS by authorized users only. Authorized users include the Project Director, Fiscal Officer, Authorized Official, and any approved Alternate Authorized Signatory. Subrecipients must remain current with all programmatic and financial reporting obligations. The Office reserves the right to withhold or delay reimbursement if required reports are not submitted and approved.

Programmatic Reports: Performance Measures and Progress Reports must be submitted via the GMS on a quarterly basis. If applicable, federal reports such as the Performance Measurement Tool (PMT) must also be submitted no later than 15 calendar days after the end of each quarter, which is prior to the submission of quarterly financial reports.

Note: Financial Reports cannot be processed until all programmatic reports are in "Reviewed" status in the GMS.

Programmatic Reporting Quarters and Due Dates (regardless of award start date):

- July 1 - September 30: due October 15
- October 1 - December 31: due January 15
- January 1 - March 31: due April 15
- April 1 - June 30: due July 15

Financial Reports: The Financial Report must be submitted electronically in the GMS within 30 calendar days after the end of each quarter. The following documents must be submitted and approved prior to processing financial reports:

- Grant Award and Acceptance Form
- Notification of Project Commencement Form
- GMS Performance Measure Report
- GMS Progress Report

If any required documentation is missing or late, the financial report may be returned and reimbursement delayed.

Financial Reporting Quarters and Due Dates (regardless of award start date):

- July 1 - September 30: due October 30
- October 1 - December 31: due January 30
- January 1 - March 31: due April 30
- April 1 - June 30: due July 30

Exceptions: There are two exceptions to the standard financial reporting timeline:

1. Non-standard award end dates that do not align with calendar quarters.
2. Nonprofit organizations approved for monthly reimbursement must submit financial reports by the end of the following month.

Final Financial Reporting Tip: For subawards ending June 30, the Office respectfully requests that all final programmatic and financial reports be submitted as early as possible after June 30. Timely submission will help ensure that all payments are processed before the close of the State's fiscal year.



Grant Award - General Conditions

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27 Submission of Revised Financial Report

As stated above, Financial Reports must be submitted electronically in the GMS no later than 30 calendar days after the end of each reporting period. If the report submitted within the 30-day deadline is "Not Final," the subrecipient must email the assigned Fiscal Specialist and copy the Regional Monitor at the time of submission to notify the Office that the report is preliminary.

A "Final/Revised" Financial Report must then be submitted within 60 calendar days after the end of the reporting period. This report must be:

- Clearly marked "Final/Revised" across the top,
- Based on a corrected copy of the originally submitted financial report,
- Reflective of actual expenditures (not variances),
- Signed and dated by an authorized agency representative, and
- Uploaded into the GMS and emailed to the same Fiscal Specialist and Regional Monitor.

For additional information on submitting revised financial reports, please visit: <https://gocpp.maryland.gov/grants/tips-and-guidance/financial-reporting-tips/>.

Note: Revisions are a manual process and will not be accepted without all the required elements listed above. At the conclusion of the subaward period, the Office reserves the right to initiate an administrative closeout and de-obligate the remaining funds for any subaward that fails to meet these reporting requirements.

28 Failure to Submit Reports Within Allotted Time Frames

Failure to submit any required report within the specified timeframes outlined above, or within an approved extension, may result in delayed or denied reimbursement, and/or the de-obligation of grant funds. If a report is submitted late, any associated expenditures or obligations may become the sole responsibility of the subrecipient and may not be reimbursed by the Office.

29 Holding Funds

In accordance with Office policy, the release of funds will be withheld until the subrecipient is current with all required report submissions, has provided all necessary documentation, and has resolved any outstanding issues.

30 Monitoring Expenditures

To verify the appropriateness of all grant-related expenditures, the Office will monitor the use of grant funds as reported by subrecipients. Supporting documentation must be maintained on-site, be readily accessible upon request, and correspond with required quarterly and/or monthly reporting. Subrecipients are responsible for maintaining records in a manner that demonstrates compliance with the terms of this subaward and all applicable regulations.

The Office, the funding source agencies, the Office of Legislative Audits, or any other authorized State or federal representatives must be granted access to all documents, records, and other materials relevant to the award for the purpose of conducting audits, reviews, examinations, or producing transcripts.

For additional information on requirements, please refer to General Condition 31.



Grant Award - General Conditions

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31 Records Retention

Subrecipients must retain all financial records, supporting documentation, statistical data, and any other records relevant to this award for a minimum of four years from the date of submission of the final programmatic and financial reports. This retention period ensures availability for examination, audit, and verification purposes by the Office, funding agencies, auditors, or other authorized entities, in accordance with 2 C.F.R. §200.334 through §200.338 and Maryland's State Archives standards.

Records may be retained in electronic format, provided they remain accessible, legible, and secure for the full retention period.

For additional information on requirements, please refer to General Condition 30.

32 Termination of Subaward

The Office may terminate this award, in whole or in part, when it is determined to be in the best interest of the State. Termination may occur for reasons including, but not limited to, failure by the subrecipient to perform its obligations in a timely and proper manner, or violation of any provision of the subaward.

In such cases, the Office will provide written notice to the subrecipient specifying the facts and circumstances relied upon as the basis for termination. All completed or partially completed deliverables, including supplies and services provided by the subrecipient up to the effective date of termination, shall become the property of the Office.

The Office shall reimburse the subrecipient for all reasonable and allowable costs incurred under the subaward up to the date of termination, including any necessary and reasonable costs directly related to the termination itself.

Upon termination, both the Office and the subrecipient remain responsible for fulfilling all applicable requirements under 2 C.F.R. § 200.343 (Effects of suspension and termination), including the timely submission of final reports and financial reconciliation.



Grant Award - General Conditions

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33 Civil Rights Discrimination

The subrecipient affirms that it will not discriminate against any employee, applicant for employment, client, or service recipient on the basis of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or cognitive disability, or limited English proficiency. This prohibition applies to all employment practices and service delivery to ensure equal opportunity and access.

The subrecipient agrees to include a comparable non-discrimination provision in all subcontracts, except those solely for standard commercial supplies or raw materials.

The subrecipient must prominently display a non-discrimination poster in a public area that affirms the organization's commitment to equal opportunity and provides information on how to file a complaint. Complaints may be submitted to any of the following agencies:

- Maryland Commission on Civil Rights: <https://mccr.maryland.gov/Pages/default.aspx>
- U.S. Department of Justice, Office for Civil Rights (OJP): <https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint>
- U.S. Equal Employment Opportunity Commission (EEOC): <https://www.eeoc.gov/>
- Governor's Office of Crime Prevention and Policy (GOCCP): <https://gocpp.maryland.gov/grants/civil-rights-compliance/>

The subrecipient and any contractors or subrecipients must comply with all applicable federal and State civil rights laws and regulations, including but not limited to:

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
- Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10228(c), 10221(a)
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681
- Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132
- Age Discrimination Act of 1975, 42 U.S.C. § 6102
- Juvenile Justice and Delinquency Prevention Act of 1974, 34 U.S.C. § 11182(b)
- Victims of Crime Act of 1984, 34 U.S.C. § 20110(e)
- Violence Against Women Act of 1994, 34 U.S.C. § 12291(b)(13)
- Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. Part 38

For more information on civil rights regulations and standard assurances, please visit: <https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/standardassurances.pdf>. For additional guidance, please refer to General Condition 34.



Grant Award - General Conditions

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34 Civil Rights Federal Reporting Requirements

Recipients and subrecipients of federal financial assistance through OJP are subject to federal civil rights laws prohibiting discrimination based on race, color, national origin, sex, religion, disability, and other protected classes.

To assist recipients in meeting their Equal Employment Opportunity Plan (EEO) obligations under the Safe Streets Act—including awards authorized by VAWA, VOCA, or JJDP—the U.S. Department of Justice, Office for Civil Rights (OCR), provides an online EEO Reporting Tool which is accessible at: <https://ojp.gov/about/ocr/eeop.htm>.

Instructions for Compliance:

- New users must register for an account.
- Before registering or completing the EEO, new users must know the grant source and award year. The grant number (e.g., VOCA-2017-XXXX) is located in the award packet and indicates the grant program and year.
- The online tool provides step-by-step guidance for preparing and submitting the required EEO Utilization Report and/or Certification Form.

Submission Requirements: Once the EEO report or certification is submitted:

1. Forward the confirmation email to your assigned Regional Monitor
2. Include the following email address as a copy (CC): dlcivilrightscpliance_goccp@maryland.gov
3. In the email subject line, include: Civil Rights/EEO Reporting - [Subaward Number]

This step ensures the Office can properly document and update your organization's civil rights compliance status.

35 Proof of Applicable Audit Regulations - On Site

All subrecipients must maintain appropriate documentation to demonstrate compliance with applicable audit regulations and must provide such documentation to the Office upon request.

- Local and State Government Entities must maintain proof of completion of an annual audit and confirmation that the audit was submitted to the Maryland State Legislature in September of the year in which the subaward was issued.
- Nonprofit Organizations must comply with audit requirements as outlined by the Maryland Secretary of State's Charitable Organizations Division. Detailed guidance is available at: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>.

Failure to provide the required documentation upon request may result in the forfeiture of grant funds.

36 Single Audit Requirement

If the subrecipient expends \$1,000,000 or more in federal funds during a fiscal year, a Single Audit is required in accordance with 2 C.F.R. § 200.514. The subrecipient must provide a copy of the Single Audit Report along with audited financial statements. This enables the Office to issue a management decision letter addressing any audit findings related to the federal award provided through the pass-through entity, as required by 2 C.F.R. § 200.521. Additionally, subrecipients must submit the required Certification of Applicable Financial Reporting Requirements, which is accessible at: <https://gocpp.maryland.gov/wp-content/uploads/certification-of-applicable-financial-reporting-requirements-form.pdf>.



Grant Award - General Conditions

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37 Reporting Fraud, Waste and Abuse/ Whistleblower Protections

The subrecipient must promptly report any credible evidence of fraud, waste, abuse, or other misconduct related to the use of grant funds to the Program Manager of the applicable funding source. For additional reporting options, please refer to the Maryland Office of Legislative Audits Fraud Hotline at: <https://www.ola.state.md.us/fraud/ola-fraud-hotline>.

Whistleblower Protections: Employees of the applicant must not be discharged, demoted, or otherwise retaliated against for disclosing information they reasonably believe evidences gross mismanagement of a federal contract or grant, gross waste of federal funds, abuse of authority relating to a federal contract or grant, substantial and specific danger to public health or safety, or violations of laws, rules, or regulations related to a federal contract or grant (including contract competition or negotiation). The applicant is required to inform its employees in writing of their whistleblower rights and protections under 2 C.F.R. 200.217.

38 Food and Conference Costs

The Office will not approve any food and/or beverage costs associated with meetings, training, conferences, or other events using federal funds. All conference-related expenses will be carefully reviewed for compliance with federal requirements, including 2 C.F.R. § 200.432 (Conferences). This restriction does not affect the direct payment of per diem amounts to individuals in travel status, as authorized under the organization's travel policy.

39 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire duration of this grant, the subrecipient must maintain an active registration in the federal System for Award Management (SAM) at SAM.gov, including a valid Unique Entity Identifier (UEI) associated with that registration. If the SAM.gov registration or UEI expires at any point during the grant period, the subrecipient will be unable to draw down grant funds until the registration and UEI are renewed and reactivated.

The UEI serves as a universal identifier for entities receiving federal funds, enabling verification of the entity's good standing and facilitating the tracking of federal funds awarded. More information about SAM.gov registration and procedures is available at www.SAM.gov.

40 Computer Equipment/Program/Network Procurement

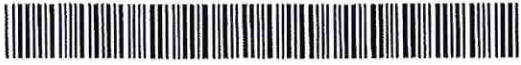
No award funds may be used to establish or maintain a computer network unless the network restricts access to, viewing, downloading, and exchanging of pornography. However, this restriction does not apply to any federal, State, tribal, local law enforcement agency, or any other entity engaged in criminal investigations, prosecution, or adjudication activities, for which such use of funds is permitted.

41 No Distracted Driving While Performing Program Duties

Subrecipients must adopt and enforce policies prohibiting employees from text messaging while driving any vehicle during the course of work funded by this grant. Additionally, subrecipients are required to establish workplace safety policies and conduct education, awareness, and outreach initiatives aimed at reducing crashes caused by distracted driving.

42 Services to those with Limited English Proficiency

Subrecipients are required to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in compliance with federal and State regulations. For federal guidance, please refer to the U.S. Department of Justice's LEP Guidance Document, which is available at: <https://www.lep.gov/>. Additionally, subrecipients must comply with Maryland's State Government Article, Subtitle 11 — Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101 through 10-1105.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

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Grant Award - General Conditions

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43 Drug-Free Workplace Requirements

Subrecipients must comply with all applicable State and federal requirements regarding drug-free workplaces. To view Maryland's Substance Abuse Policy, please visit: <https://dbm.maryland.gov/employees/Documents/Policies/Substance%20Abuse%20Policy%202023.pdf> Federal drug-free workplace requirements for grants are codified at 28 C.F.R. Part 83.

44 Office Name Change (Effective 1.18.2024)

Any reference to the Governor's Office of Crime Prevention, Youth, and Victim Services (GOCPYVS or GOCCP) should be updated to the Governor's Office of Crime Prevention and Policy (GOCCP or the Office), per Executive Order 01.01.2024.05. This change does not invalidate any previous, current, or future agreements or documents that reference the agency as GOCPYVS. For specific concerns regarding the Executive Director, please email: GOCCPgrants.Admin@maryland.gov.



Grant Award - Special Conditions

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1 General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCPP website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCPP website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

2 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

- 3 Due to a previous GOCPP finding, receipts and/or back-up documentation reflecting actual expenditures must be submitted with each quarterly Financial Report form. Reimbursements to sub-recipients will not exceed actual costs.
- 4 Post-award, finalized contracts must be uploaded into the GMS, and before any reimbursement for the related expense is requested. See Contractual Services guidance available in GOCPP's GMS Application Instructions. <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>
- 5 The recipient understands and agrees that the GOCPP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by GOCPP, or other outstanding issues that arise in connection with audits and Single Audit Management Decisions.
- 6 This subaward is subject to the Special Conditions contained in your award packet and General Conditions (Post Award Instructions) referenced on the Office website, as accepted by the Authorized Official on the official Award Acceptance document. The GOCPP(Office) retains the right to add Special Conditions, if and when needed, during the award period of performance. General Conditions (<https://goccp.maryland.gov/wp-content/uploads/general-conditions.pdf>) are the Post Award policies, procedures, guidelines, and business rules from the Office for grant funds, irrelevant of the funding source.
- 7 If the recipient is designated "high-risk" by any grant-making agency (state and federal) outside of GOCPP, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to GOCPP by emailing goccpgrants.admin@maryland.gov. For purpose of this disclosure, high risk includes any status under which an awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at the awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the awarding agency.
- 8 If the recipient currently has other active awards (federal or state), or if the recipient receives any other award during the period of performance for this award, the recipient promptly must determine whether funds from any of those other awards have been, are being, or are to be used(in whole or in part) for one or more of the identical cost items for which funds are provided under this awards. If so, the recipient must promptly notify GOCPP in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Notification (GAN) to eliminate any inappropriate duplication of funding.

- 9 GOCPP support must be noted in any press releases, brochures, printed materials, and/or RFPs related to this subaward.

"The Governor's Office of Crime Prevention and Policy (GOCPP) funded this project under subaward number CACS-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

- 10 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. ALL Final financials must be submitted within the 60 days or GOCPP reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written in red ink. The corrections must be actual expenditures, not the variance. New signatures and current dates are required in blue ink. The revised report can be mailed, emailed, or delivered.



Governor's Office of Crime Prevention and Policy

Regional Monitor:
Fiscal Specialist:

Isaacs, Zahra
Lee, Dorothy

Budget Notice

| | | |
|-----------------------------|--|---------------------------|
| Grant Award Number: | EDSG-2026-0005 | |
| Sub-recipient: | Hagerstown Police Department | |
| Project Title: | FY 2026 Maryland's Entertainment District Security Grant | |
| Implementing Agency: | Hagerstown Police Department | |
| Award Period: | 07/01/2025 - 06/30/2026 | CFDA: State General Funds |

| | | | |
|-----------------|----------------------------|---------|--------------------|
| Funding Summary | Grant Funds | 100.0 % | \$49,110.00 |
| | Cash Match | 0.0 % | \$0.00 |
| | In-Kind Match | 0.0 % | \$0.00 |
| | Total Project Funds | | \$49,110.00 |

Personnel

| Description of Position | Salary Type | Funding | Total Budget |
|---|-------------|-------------|--------------|
| Entertainment District Officer Overtime | Overtime | Grant Funds | \$10,000.00 |
| Personnel Total: | | | \$10,000.00 |

Equipment

| Description | Funding | Quantity | Unit Cost | Total Budget |
|-----------------------------|-------------|----------|-------------|--------------|
| Drone Dock with Drone (DFR) | Grant Funds | 2 | \$16,305.00 | \$32,610.00 |
| Equipment Total: | | | | \$32,610.00 |

Other

| Description | Funding | Quantity | Unit Cost | Total Budget |
|----------------------|-------------|----------|------------|--------------|
| DroneSense BVLOS COA | Grant Funds | 1 | \$6,500.00 | \$6,500.00 |
| Other Total: | | | | \$6,500.00 |

Approved: 

 Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 7/1/2025



Governor's Office of Crime Prevention and Policy

Control Number:

52021

Regional Monitor:

Isaacs, Zahra

Fiscal Specialist:

Lee, Dorothy

Submitted Date:

Programmatic Reporting

| | |
|-----------------------------|--|
| Grant Award Number: | EDSG-2026-0005 |
| Sub-recipient: | Hagerstown Police Department |
| Project Title: | FY 2026 Maryland's Entertainment District Security Grant |
| Implementing Agency: | Hagerstown Police Department |
| Award Period: | 07/01/2025 - 06/30/2026 |
| | CFDA: State General Funds |

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

Performance Measures (10)

| | | |
|----|---|--|
| 1 | Using grant funds, number of security personnel deployed | |
| 2 | Using grant funds, number of surveillance cameras installed or upgraded | |
| 3 | Using grant funds, number of security training sessions conducted | |
| 4 | Using grant funds, number of incidents reports filed | |
| 5 | Using grant funds, number of community safety events held | |
| 6 | In comparison to last year's period, total number of crimes reduced | |
| 7 | In comparison to last year's period, total number of reported incidents reduced | |
| 8 | Number of survey responses indicating improved perception of safety | |
| 9 | In comparison to last year's period, number of incidents with improved response times | |
| 10 | In comparison to last year's period, number of police assistance calls reduced | |

Progress Report Questions (8)

| | |
|---|--|
| 1 | <p>Project Effectiveness Overview: Provide a concise narrative assessment of the project's effectiveness during this reporting period. The following should be noted:</p> <ul style="list-style-type: none"> a. Include both qualitative and quantitative evidence, if available. b. Highlight factors that have contributed to or hindered progress. c. Explain how the project's activities align with its stated goals and objectives. |
|---|--|

| | |
|---|--|
| 2 | <p>Barriers and Corrective Actions: Describe any barriers or challenges encountered during the implementation or progress toward objectives. The following should be noted:</p> <ol style="list-style-type: none"> a. What corrective actions have been taken or are planned to address these issues? b. Include a timeline for resolution, if applicable. c. Are there any current or anticipated challenges that may prevent the full expenditure of awarded funds? d. If assistance is needed, specify the type of technical assistance requested. |
| 3 | <p>Collaboration and Partnerships: Describe the level of cooperation and collaboration with partner agencies involved in this project. Highlight any joint activities, shared resources, or outcomes resulting from these partnerships. Please note any challenges or gaps in coordination.</p> |
| 4 | <p>Upcoming Activities: Summarize the key activities planned for the next quarter. Include target dates and a brief description of each upcoming activity or event. Identify any anticipated risks or adjustments to previously scheduled activities.</p> |
| 5 | <p>Successes and Best Practices: Share any success stories, lessons learned, or best practices observed during this reporting period. Explain how these can inform future efforts or be replicated by other programs.</p> |
| 6 | <p>Performance Measure Tracking: Provide a detailed explanation of how your organization collects, verifies, and reports performance measure data. Identify any tools, software, or systems used. Describe any quality control or internal review processes in place to ensure data accuracy.</p> |
| 7 | <p>Grant Fund Expenditures: If less than 25% of the award was expended during this quarter, or if no funds were expended:</p> <ol style="list-style-type: none"> a. Provide a detailed explanation for the underspending. b. Identify when funds are expected to be drawn down and for which budget categories. c. Describe any fiscal or procurement delays and your plan to address them. |
| 8 | <p>Final Quarter Only - Project Completion and Closeout: Please provide the following information:</p> <ol style="list-style-type: none"> a. Have all planned project activities been completed? If not, explain the reasons and expected completion dates. b. Provide a summary of outcomes, accomplishments, and results achieved over the life of the grant. c. Include any success stories, promising practices, or impactful results attributable to the program. d. Describe any sustainability efforts or plans for maintaining the program or services after the grant period ends. |

Signed: _____ **Date:** _____

Project Director - Felchu, Rebecca

(Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Printed Name: _____ **Phone:** _____

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

July 17, 2025

Chief Paul Kifer
Chief of Police
Hagerstown Police Department
50 N Burhans Blvd
Hagerstown, MD 21740

RE: EDSG-2026-0005

Dear Chief Kifer:

I am pleased to inform you that your grant application submitted by **Hagerstown Police Department**, entitled "**FY 2026 Maryland's Entertainment District Security Grant**," in the amount of \$49,110.00 has received approval under the Entertainment District Security Grant program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

Hagerstown Entertainment District Security Project helps to enhance real-time response capabilities and increase visible police presence in the Hagerstown Arts and Entertainment District. The program would deploy Drone as a First Responder (DFR) units to provide live aerial surveillance during large gatherings and supports officer overtime for targeted patrol coverage. This initiative strengthens situational awareness, deters criminal activity, and improves public safety for residents and visitors. Program funds support personnel and equipment.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Prevention and Policy.

If you have any questions or need any clarification regarding this grant award, please contact **Zahra Isaacs**, your program manager, or **Dorothy Lee**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read "Dorothy Lennig". The signature is fluid and cursive, with a prominent loop at the end.

Dorothy Lennig, Esq.
Executive Director

cc: Lieutenant Rebecca Fetchu

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Date: August 26, 2025

TOPIC: Approval to Accept the Entertainment District Security Grant

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

MOTION: I hereby move for Mayor and Council approval to accept a State of Maryland Entertainment District Security Grant in the amount of \$49,110.

This no-match grant will help to enhance real-time response capabilities and increase visible police presence in the Hagerstown Arts and Entertainment District.

DATE OF PASSAGE: August 26, 2025

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

Topic:

Light - LED Light Fixtures for MEA L-GEM Grant -- Signify North America (Somerset, NJ) & United Utility Supply (Chambersburg, PA) \$210,900.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

12_202605_Streetlight_Fixtures_for_the_L-GEM_Grant.pdf

Description

Consent Form

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

REVIEWED AND APPROVED AS FOLLOWS:

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

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

Topic:

Light - Emergency Purchase: Distribution Transformers -- T&R Electric Supply (Colman, SD)
\$15,250.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

11_202605_Emergency_Purchase_-_Distribution_Transformers.pdf Consent Form

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| <p>(4) City Administrator <u>COMMENTS</u></p> <p>_____ Signature / Date</p> | | <p>_____ Signature / Date</p> |

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

Topic:

Light - FY27 Blanket Contract: Vegetation Management – Xylem Tree Experts, LLC (Norfolk, VA) \$460,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

1_202605_FY27_Blanket_Contract_-_Vegetation_Management.pdf

Description

Consent Form

| PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO | | |
|---|--|--|
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| <p>(4) City Administrator <u>COMMENTS</u></p> <p>_____ Signature / Date</p> | | <p>_____ Signature / Date</p> |

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

Topic:

Light - FY27 Blanket Contract: Substation Maintenance -- TRC Companies (Lancaster, PA)
\$170,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

2_202605_FY27_Blanket_Contract_-_Substation_Maintenance.pdf

Description

Consent Form

| PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO | | |
|--|--|--|
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|---|--|
| <p>(1) Department Director and Division Manager <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> |
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**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Light - FY27 Blanket Contract: Linework Services – Diamond Electric (Boonsboro, MD)
\$250,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

3_202605_FY27_Blanket_Contract_-_Linework.pdf

Description

Consent Form

| PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO | | |
|---|--|--|
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**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Light - FY27 Blanket Contract: Electric Equipment Refurbishment -- Southeastern Transformer Company (Dunn, NC) \$135,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

4_202605_FY27_Blanket_Contract_-_Equipment_Refurb.pdf

Description

Consent Form

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

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

Topic:

Light - FY27 Blanket Contract: Regulatory Consulting Services -- GDS Associates, Inc.
(Marietta, GA) \$370,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

5_202605_FY27_Blanket_Contract_-_Consulting_Services.pdf

Description

Consent Form

| 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. |

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

Topic:

Light - FY27 Blanket Contract: Electric Underground Locating Services -- USIC Locating Services, LLC (Indianapolis, IN) \$60,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

6_202605_FY27_Blanket_Contract_-_URD_Locating.pdf

Description

Consent Form

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

Topic:

Light - FY27 Blanket Contract: Flame Resistant Clothing -- Hudson Workwear (Brecksville, OH)
\$29,200.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

7_202605_FY27_Blanket_Contract_-_FR_Clothing.pdf

Description

Consent Form

| PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO | | |
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**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Light - FY27 Blanket Contract: Software Support, Maintenance, and Licensing -- Milsoft Utility Solutions (Abilene, TX) \$55,176.75

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

8_202605_FY27_Blanket_Contract_-_Milsoft.pdf

Description

Consent Form

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

Topic:

Light - FY27 Blanket Contract: Heavy Duty Diesel Truck Maintenance -- Transteck, Inc.
(Hagerstown, MD) \$50,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

9_202605_FY27_Blanket_Contract_-_Diesel_Truck_Maintenance.pdf

Description

Consent Form

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

Topic:

Light - FY27 Blanket Contract: Distribution Line Transformers -- United Utility Supply
(Chambersburg, PA) \$200,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

10_202605_FY27_Blanket_Contract_-_Distribution_Transformers.pdf

Description

Consent Form

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

Topic:

Water: R.C. Willson 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

Description

CONSENT_GLESSNER_RCW_CAMERA_SYSTEM_05262026.pdf

CONSENT
GLESSNER
CAMERAS RCW

QUOTE_RCW_CAMERAS_GLESSNER_05262026.pdf

QUOTE GLASSNER
RCW CAMERAS

| PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO | | |
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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 |
|--|--|------------|------------|
| 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 | | | |
| 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 3/25/2026 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: R. C. Willson Fluoride Remediation - Final Invoice Emergency Clean-up ~ Clean Harbor/HEPACO, LLC (Dallas TX) \$94,735.62

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

CONSENT_FLUORIDE_REMEDIATION_05262026.pdf

CONSENT FINAL
INVOICE FOR
FLUORIDE
REMEDIATION

CONSOLIDATED_INVOICE_1005953601.pdf

FINAL
CONSOLIDATED
INVOICE

MEMO_FLUORIDE_REMEDIATION_FOLLOW-UP_05262026.docx

MEMO PROJECT
CLOSE-OUT

Memo-_Hydro_Fluoro_Spill_City_of_Hagerstown_R.C.Willson_WTP.docx

JANUARY MEMO

BUDGET_TRANSFER_FLUORIDE_REMEDIATION_05262026.docx

BUDGET
TRANSFER
WORKSHEET



PURCHASE / CONTRACT / CONSENT FORM
City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

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

Fiscal Year: _____ Source of Funds: _____

Table with 3 columns: Quantity, Description, Value. Includes a total row at the bottom: TOTAL VALUE OF PROJECT \$

ABOVE TO BE USED FOR: _____

RECOMMENDED VENDOR: Business Name: _____
Business Address: _____
City/State/Zip: _____

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

Table with 3 columns: Firm, City/State, Total Amount. Header: OTHER VENDORS

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



42 Longwater Drive
P.O.Box 9149
Norwell, MA 02061-9149

INVOICE
Invoice No 1005953601

REMIT TO:
Hepaco, LLC
P.O. Box 734867
Dallas, TX 75373-4867

OFFICE:
Hepaco LLC
1910 Russell Street
Baltimore, MD 21230
(781) 792-5000

If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above

Tyler Puffenberger
City of Hagerstown
10802 Water Works Road
Williamsport, MD 21795 - 0000

JOB SITE/GENERATOR:
City of Hagerstown
10802 Water Works Road
Williamsport, MD 21795

Job Description: Pump Out Services

**** Payable in USD funds ****

| Last Service Date | Invoice No | Customer | Branch | Sales Order | Purchase Order | SO Extract | Terms |
|-------------------|------------|----------|--------|-------------|-------------------|------------|-------------|
| 05 Mar 2026 | 1005953601 | CI442661 | H25 | 2507381670 | TYLERPUFFENBERGER | 39792748 | Net 30 Days |

| Last Service Date | Task | Task Type | Description | Total |
|-------------------|----------------|-----------|----------------------|--------------|
| 05 Mar 2026 | 2507381670-001 | GENERAL | Pump Out | \$207,841.83 |
| 04 Mar 2026 | 2507381670-002 | DISPOSAL | Bulk Liquid Disposal | \$66,229.72 |
| 13 Jan 2026 | 2507381670-003 | DRUM | Tote Disposal | \$4,255.69 |
| 22 Jan 2026 | 2507381670-004 | DISPOSAL | Bulk Soil Disposal | \$9,238.29 |

SUBTOTAL \$287,565.53

TAX \$0.00

PLEASE PAY THIS AMOUNT → INVOICE TOTAL \$287,565.53

REMIT PAYMENT BY → DUE DATE 13 May 2026

Interest will be charged at a rate of 1.5% per month for all past due amounts.



42 Longwater Drive
 P.O.Box 9149
 Norwell, MA 02061-9149

INVOICE
 Invoice No 1005953601

TASK 2507381670-001 - Pump Out

| Manifest Info | Item ID | Description | Manifest Qty | Manifest UOM | Billing Qty | Billing UOM | Unit Price | Amount |
|--------------------|------------|--|--------------|--------------|-------------|-------------|------------|------------|
| 30 Dec 2025 | | | | | | | | |
| | ROLLOFF | Container Rental: #RT3064 12/30/2025 - 12/30/2025 | | | 1.000 | DAY | 23.0000 | \$23.00 |
| 31 Dec 2025 | | | | | | | | |
| | TKPU | Pickup/Van/Car/Crew Cab | | | 5.000 | HR | 44.0000 | \$220.00 |
| | MILCHRG | Mileage Charge for Light Duty / Support Vehicles | | | 160.000 | MIL | 1.0000 | \$160.00 |
| | SUP | Supervisor | | | 5.000 | HR | 162.0000 | \$810.00 |
| 02 Jan 2026 | | | | | | | | |
| | TKPU | Pickup/Van/Car/Crew Cab | | | 8.500 | HR | 44.0000 | \$374.00 |
| | MILCHRG | Mileage Charge for Light Duty / Support Vehicles | | | 140.000 | MIL | 1.0000 | \$140.00 |
| | VACCUSCO | High Powered Vacuum Truck/Cusco | | | 9.000 | HR | 273.0000 | \$2,457.00 |
| | MILCHRGL | Mileage charge for Heavy Duty / DOT Rated Vehicles | | | 70.000 | MIL | 3.0000 | \$210.00 |
| | PPEC2 | Level C w/CPF1,2 or Polytyvek/Changeout | | | 3.000 | EA | 314.0000 | \$942.00 |
| | EO | Equipment Operator | | | 8.000 | HR | 119.0000 | \$952.00 |
| | EOOT | Equipment Operator, Overtime | | | 0.500 | HR | 178.5000 | \$89.25 |
| | SUP | Supervisor | | | 8.000 | HR | 162.0000 | \$1,296.00 |
| | SUPOT | Supervisor, Overtime | | | 1.500 | HR | 243.0000 | \$364.50 |
| | FT | Field Technician | | | 8.000 | HR | 103.0000 | \$824.00 |
| | FTOT | Field Technician Overtime | | | 1.000 | HR | 154.5000 | \$154.50 |
| | TPDU | Duct Tape/Roll | | | 1.000 | EA | 30.0000 | \$30.00 |
| | DMTOT275P | 275G / 1100 L Recondition Poly TOTE, DOT Rated | | | 4.000 | EA | 365.0000 | \$1,460.00 |
| | MOBE-RENTA | DELIVERY, MOBE, MOBILIZATION OF RENTAL EQUIPMENT | | | 1.000 | EA | 337.5000 | \$337.50 |
| | MOBE-RENTA | DELIVERY, MOBE, MOBILIZATION OF RENTAL EQUIPMENT | | | 2.000 | EA | 1,490.4000 | \$2,980.80 |
| | ROLLOFF | Container Rental: #RT3460 01/02/2026 - 01/02/2026 | | | 1.000 | DAY | 23.0000 | \$23.00 |
| 03 Jan 2026 | | | | | | | | |
| | TKPU | Pickup/Van/Car/Crew Cab | | | 13.500 | HR | 44.0000 | \$594.00 |
| | MILCHRG | Mileage Charge for Light Duty / Support Vehicles | | | 140.000 | MIL | 1.0000 | \$140.00 |
| | VACCUSCO | High Powered Vacuum Truck/Cusco | | | 10.000 | HR | 273.0000 | \$2,730.00 |
| | PPED1 | Modified Level D (Tyvek and Boots) | | | 1.000 | EA | 64.0000 | \$64.00 |
| | PPEC2 | Level C w/CPF1,2 or Polytyvek/Changeout | | | 2.000 | EA | 314.0000 | \$628.00 |
| | EOOT | Equipment Operator, Overtime | | | 13.500 | HR | 178.5000 | \$2,409.75 |
| | FTOT | Field Technician Overtime | | | 13.500 | HR | 154.5000 | \$2,085.75 |
| | SUPOT | Supervisor, Overtime | | | 13.500 | HR | 243.0000 | \$3,280.50 |
| | HTMISC | Misc. Handtools | | | 1.000 | DAY | 53.0000 | \$53.00 |
| | TPDU | Duct Tape/Roll | | | 1.000 | EA | 30.0000 | \$30.00 |
| 04 Jan 2026 | | | | | | | | |
| | TKPU | Pickup/Van/Car/Crew Cab | | | 13.000 | HR | 44.0000 | \$572.00 |
| | MILCHRG | Mileage Charge for Light Duty / Support Vehicles | | | 140.000 | MIL | 1.0000 | \$140.00 |
| | VACCUSCO | High Powered Vacuum Truck/Cusco | | | 10.000 | HR | 273.0000 | \$2,730.00 |



42 Longwater Drive
 P.O.Box 9149
 Norwell, MA 02061-9149

INVOICE
 Invoice No 1005953601

TASK 2507381670-001 - Pump Out

| Manifest Info | Item ID | Description | Manifest Qty | Manifest UOM | Billing Qty | Billing UOM | Unit Price | Amount |
|--------------------|------------|--|--------------|--------------|-------------|-------------|------------|------------|
| | TKPU | Pickup/Van/Car/Crew Cab | | | 13.000 | HR | 44.0000 | \$572.00 |
| | MILCHRGS | Mileage Charge for Light Duty / Support Vehicles | | | 140.000 | MIL | 1.0000 | \$140.00 |
| | PPED1 | Modified Level D (Tyvek and Boots) | | | 1.000 | EA | 64.0000 | \$64.00 |
| | PPEC2 | Level C w/CPF1,2 or Polytyvek/Changeout | | | 2.000 | EA | 314.0000 | \$628.00 |
| | EODT | Equipment Operator, Double Time | | | 13.000 | HR | 238.0000 | \$3,094.00 |
| | FTDT | Field Technician Doubletime | | | 13.000 | HR | 206.0000 | \$2,678.00 |
| | SUPDT | Supervisor, Double Time | | | 13.000 | HR | 324.0000 | \$4,212.00 |
| | HTMISC | Misc. Handtools | | | 1.000 | DAY | 53.0000 | \$53.00 |
| | TPDU | Duct Tape/Roll | | | 1.000 | EA | 30.0000 | \$30.00 |
| 05 Jan 2026 | | | | | | | | |
| | TKPU | Pickup/Van/Car/Crew Cab | | | 6.000 | HR | 44.0000 | \$264.00 |
| | MILCHRGS | Mileage Charge for Light Duty / Support Vehicles | | | 20.000 | MIL | 1.0000 | \$20.00 |
| | TKPU | Pickup/Van/Car/Crew Cab | | | 7.500 | HR | 44.0000 | \$330.00 |
| | MILCHRGS | Mileage Charge for Light Duty / Support Vehicles | | | 20.000 | MIL | 1.0000 | \$20.00 |
| | PPEC2 | Level C w/CPF1,2 or Polytyvek/Changeout | | | 2.000 | EA | 314.0000 | \$628.00 |
| | PPED1 | Modified Level D (Tyvek and Boots) | | | 1.000 | EA | 64.0000 | \$64.00 |
| | SUP | Supervisor | | | 2.000 | HR | 162.0000 | \$324.00 |
| | DRIVER | Driver | | | 7.500 | HR | 119.0000 | \$892.50 |
| | FT | Field Technician | | | 6.000 | HR | 103.0000 | \$618.00 |
| 06 Jan 2026 | | | | | | | | |
| | TKPU | Pickup/Van/Car/Crew Cab | | | 8.000 | HR | 44.0000 | \$352.00 |
| | MILCHRGS | Mileage Charge for Light Duty / Support Vehicles | | | 20.000 | MIL | 1.0000 | \$20.00 |
| | TKPU | Pickup/Van/Car/Crew Cab | | | 8.000 | HR | 44.0000 | \$352.00 |
| | MILCHRGS | Mileage Charge for Light Duty / Support Vehicles | | | 20.000 | MIL | 1.0000 | \$20.00 |
| | VACCUSCO | High Powered Vacuum Truck/Cusco | | | 8.000 | HR | 273.0000 | \$2,184.00 |
| | MILCHRGL | Mileage charge for Heavy Duty / DOT Rated Vehicles | | | 10.000 | MIL | 3.0000 | \$30.00 |
| | PPEC2 | Level C w/CPF1,2 or Polytyvek/Changeout | | | 3.000 | EA | 314.0000 | \$942.00 |
| | HOSEOIL3 | Hose - Suction, 3 in X 25 ft | | | 6.000 | DAY | 58.0000 | \$348.00 |
| | PUMPTRASH3 | Pump - Trash, 3 in | | | 1.000 | DAY | 370.0000 | \$370.00 |
| | EO | Equipment Operator | | | 8.000 | HR | 119.0000 | \$952.00 |
| | FT | Field Technician | | | 8.000 | HR | 103.0000 | \$824.00 |
| | SUP | Supervisor | | | 8.000 | HR | 162.0000 | \$1,296.00 |
| 07 Jan 2026 | | | | | | | | |
| | TKPU | Pickup/Van/Car/Crew Cab | | | 9.500 | HR | 44.0000 | \$418.00 |
| | MILCHRGS | Mileage Charge for Light Duty / Support Vehicles | | | 20.000 | MIL | 1.0000 | \$20.00 |
| | VACCUSCO | High Powered Vacuum Truck/Cusco | | | 2.500 | HR | 273.0000 | \$682.50 |
| | MILCHRGL | Mileage charge for Heavy Duty / DOT Rated Vehicles | | | 80.000 | MIL | 3.0000 | \$240.00 |
| | VACSJ | Vacuum Truck, Straight | | | 9.000 | HR | 190.0000 | \$1,710.00 |
| | MILCHRGL | Mileage charge for Heavy Duty / DOT Rated Vehicles | | | 120.000 | MIL | 3.0000 | \$360.00 |
| | PPEC2 | Level C w/CPF1,2 or Polytyvek/Changeout | | | 3.000 | EA | 314.0000 | \$942.00 |



42 Longwater Drive
 P.O.Box 9149
 Norwell, MA 02061-9149

INVOICE
 Invoice No 1005953601

TASK 2507381670-001 - Pump Out

| Manifest Info | Item ID | Description | Manifest Qty | Manifest UOM | Billing Qty | Billing UOM | Unit Price | Amount |
|--------------------|------------|--|--------------|--------------|-------------|-------------|------------|------------|
| | EO | Equipment Operator | | | 8.000 | HR | 119.0000 | \$952.00 |
| | FT | Field Technician | | | 5.500 | HR | 103.0000 | \$566.50 |
| | SUP | Supervisor | | | 8.000 | HR | 162.0000 | \$1,296.00 |
| | EOOT | Equipment Operator, Overtime | | | 3.500 | HR | 178.5000 | \$624.75 |
| | SUPOT | Supervisor, Overtime | | | 1.500 | HR | 243.0000 | \$364.50 |
| | GEN7500W | 7500 WATT GENERATOR (25% added to original amount \$290.00 per unit) | | | 1.000 | WK | 362.5000 | \$362.50 |
| | PUMPSU2 | PUMP, SUBMERSIBLE PUMP, ELECTRIC, 2 IN | | | 1.000 | WK | 240.8500 | \$240.85 |
| 13 Jan 2026 | | | | | | | | |
| | TKUTIL | Stake Body/Utility Truck | | | 8.500 | HR | 60.0000 | \$510.00 |
| | MILCHGRS | Mileage Charge for Light Duty / Support Vehicles | | | 114.000 | MIL | 1.0000 | \$114.00 |
| | MILCHRGL | Mileage charge for Heavy Duty / DOT Rated Vehicles | | | 163.000 | MIL | 3.0000 | \$489.00 |
| | PPEC2 | Level C w/CPF1,2 or Polytyvek/Changeout | | | 2.000 | EA | 314.0000 | \$628.00 |
| | VACSJ | Vacuum Truck, Straight | | | 10.000 | HR | 190.0000 | \$1,900.00 |
| | FT | Field Technician | | | 8.000 | HR | 103.0000 | \$824.00 |
| | SUP | Supervisor | | | 1.500 | HR | 162.0000 | \$243.00 |
| | EO | Equipment Operator | | | 8.000 | HR | 119.0000 | \$952.00 |
| | EOOT | Equipment Operator, Overtime | | | 2.000 | HR | 178.5000 | \$357.00 |
| 15 Jan 2026 | | | | | | | | |
| | VACSJ | Vacuum Truck, Straight | | | 10.000 | HR | 190.0000 | \$1,900.00 |
| | MILCHRGL | Mileage charge for Heavy Duty / DOT Rated Vehicles | | | 160.000 | MIL | 3.0000 | \$480.00 |
| | EO | Equipment Operator | | | 8.000 | HR | 119.0000 | \$952.00 |
| | EOOT | Equipment Operator, Overtime | | | 3.500 | HR | 178.5000 | \$624.75 |
| | FT | Field Technician | | | 8.000 | HR | 103.0000 | \$824.00 |
| | FTOT | Field Technician Overtime | | | 2.000 | HR | 154.5000 | \$309.00 |
| | SUP | Supervisor | | | 1.000 | HR | 162.0000 | \$162.00 |
| 16 Jan 2026 | | | | | | | | |
| | TRACTROLSJ | Rolloff Straightjob | | | 8.000 | HR | 123.0000 | \$984.00 |
| | MILCHRGL | Mileage charge for Heavy Duty / DOT Rated Vehicles | | | 130.000 | MIL | 3.0000 | \$390.00 |
| | PPED1 | Modified Level D (Tyvek and Boots) | | | 1.000 | EA | 64.0000 | \$64.00 |
| | EO | Equipment Operator | | | 8.000 | HR | 119.0000 | \$952.00 |
| | ROLLOFF | Container Rental: #RT3460 01/03/2026 - 01/16/2026 | | | 14.000 | DAY | 23.0000 | \$322.00 |
| | ROLLOFF | Container Rental: #RT3485 12/30/2025 - 01/16/2026 | | | 18.000 | DAY | 23.0000 | \$414.00 |
| 18 Jan 2026 | | | | | | | | |
| | TRACTROLSJ | Rolloff Straightjob | | | 8.000 | HR | 123.0000 | \$984.00 |
| | MILCHRGL | Mileage charge for Heavy Duty / DOT Rated Vehicles | | | 130.000 | MIL | 3.0000 | \$390.00 |
| | PPED1 | Modified Level D (Tyvek and Boots) | | | 1.000 | EA | 64.0000 | \$64.00 |
| | EODT | Equipment Operator, Double Time | | | 8.000 | HR | 238.0000 | \$1,904.00 |
| 21 Jan 2026 | | | | | | | | |
| | VACSJ | Vacuum Truck, Straight | | | 10.000 | HR | 190.0000 | \$1,900.00 |



42 Longwater Drive
 P.O.Box 9149
 Norwell, MA 02061-9149

INVOICE
 Invoice No 1005953601

TASK 2507381670-001 - Pump Out

| Manifest Info | Item ID | Description | Manifest Qty | Manifest UOM | Billing Qty | Billing UOM | Unit Price | Amount |
|--------------------|------------|--|--------------|--------------|-------------|-------------|------------|------------|
| | MILCHRGL | Mileage charge for Heavy Duty / DOT Rated Vehicles | 160.000 | | MIL | 3.0000 | | \$480.00 |
| | TKPU | Pickup/Van/Car/Crew Cab | 8.000 | HR | | 44.0000 | | \$352.00 |
| | MILCHRGS | Mileage Charge for Light Duty / Support Vehicles | 160.000 | MIL | | 1.0000 | | \$160.00 |
| | FT | Field Technician | 8.000 | HR | | 103.0000 | | \$824.00 |
| | FTOT | Field Technician Overtime | 1.000 | HR | | 154.5000 | | \$154.50 |
| | EO | Equipment Operator | 8.000 | HR | | 119.0000 | | \$952.00 |
| | EOOT | Equipment Operator, Overtime | 1.000 | HR | | 178.5000 | | \$178.50 |
| 22 Jan 2026 | | | | | | | | |
| | VACSJ | Vacuum Truck, Straight | 9.000 | HR | | 190.0000 | | \$1,710.00 |
| | TKPU | Pickup/Van/Car/Crew Cab | 9.000 | HR | | 44.0000 | | \$396.00 |
| | MILCHRGS | Mileage Charge for Light Duty / Support Vehicles | 160.000 | MIL | | 1.0000 | | \$160.00 |
| | MILCHRGL | Mileage charge for Heavy Duty / DOT Rated Vehicles | 160.000 | MIL | | 3.0000 | | \$480.00 |
| | EO | Equipment Operator | 8.000 | HR | | 119.0000 | | \$952.00 |
| | EOOT | Equipment Operator, Overtime | 1.000 | HR | | 178.5000 | | \$178.50 |
| | FT | Field Technician | 8.000 | HR | | 103.0000 | | \$824.00 |
| | FTOT | Field Technician Overtime | 1.000 | HR | | 154.5000 | | \$154.50 |
| | ROLLOFF | Container Rental: #RT3485 01/17/2026 - 01/22/2026 | 6.000 | DAY | | 23.0000 | | \$138.00 |
| 23 Jan 2026 | | | | | | | | |
| | MILCHRGL | Mileage charge for Heavy Duty / DOT Rated Vehicles | 160.000 | MIL | | 3.0000 | | \$480.00 |
| | TKPU | Pickup/Van/Car/Crew Cab | 8.000 | HR | | 44.0000 | | \$352.00 |
| | MILCHRGS | Mileage Charge for Light Duty / Support Vehicles | 160.000 | MIL | | 1.0000 | | \$160.00 |
| | TKPU | Pickup/Van/Car/Crew Cab | 8.000 | HR | | 44.0000 | | \$352.00 |
| | MILCHRGS | Mileage Charge for Light Duty / Support Vehicles | 20.000 | MIL | | 1.0000 | | \$20.00 |
| | WASHER30H | 3000psi Hot Water Pressure Washer | 1.000 | DAY | | 887.0000 | | \$887.00 |
| | VACSJ | Vacuum Truck, Straight | 10.000 | HR | | 190.0000 | | \$1,900.00 |
| | FT | Field Technician | 8.000 | HR | | 103.0000 | | \$824.00 |
| | SUP | Supervisor | 8.000 | HR | | 162.0000 | | \$1,296.00 |
| | EO | Equipment Operator | 8.000 | HR | | 119.0000 | | \$952.00 |
| | EOOT | Equipment Operator, Overtime | 2.000 | HR | | 178.5000 | | \$357.00 |
| | FT | Field Technician | 8.000 | HR | | 103.0000 | | \$824.00 |
| 29 Jan 2026 | | | | | | | | |
| | TKPU | Pickup/Van/Car/Crew Cab | 9.000 | HR | | 44.0000 | | \$396.00 |
| | MILCHRGS | Mileage Charge for Light Duty / Support Vehicles | 160.000 | MIL | | 1.0000 | | \$160.00 |
| | VACGUZZLER | Wet/Dry High Powered Vacuum Truck/Guzzler | 11.500 | HR | | 273.0000 | | \$3,139.50 |
| | MILCHRGL | Mileage charge for Heavy Duty / DOT Rated Vehicles | 160.000 | MIL | | 3.0000 | | \$480.00 |
| | FT | Field Technician | 8.000 | HR | | 103.0000 | | \$824.00 |
| | FTOT | Field Technician Overtime | 1.000 | HR | | 154.5000 | | \$154.50 |
| | EO | Equipment Operator | 8.000 | HR | | 119.0000 | | \$952.00 |
| | EOOT | Equipment Operator, Overtime | 3.500 | HR | | 178.5000 | | \$624.75 |
| 30 Jan 2026 | | | | | | | | |
| | TKPU | Pickup/Van/Car/Crew Cab | 10.000 | HR | | 44.0000 | | \$440.00 |



42 Longwater Drive
 P.O.Box 9149
 Norwell, MA 02061-9149

INVOICE
 Invoice No 1005953601

TASK 2507381670-001 - Pump Out

| Manifest Info | Item ID | Description | Manifest Qty | Manifest UOM | Billing Qty | Billing UOM | Unit Price | Amount |
|--------------------|------------|--|--------------|--------------|-------------|-------------|------------|------------|
| | MILCHRG | Mileage Charge for Light Duty / Support Vehicles | 160.000 | | 160.000 | MIL | 1.0000 | \$160.00 |
| | MILCHRGL | Mileage charge for Heavy Duty / DOT Rated Vehicles | 160.000 | | 160.000 | MIL | 3.0000 | \$480.00 |
| | VACSJ | Vacuum Truck, Straight | 10.000 | | 10.000 | HR | 190.0000 | \$1,900.00 |
| | FT | Field Technician | 8.000 | | 8.000 | HR | 103.0000 | \$824.00 |
| | FTOT | Field Technician Overtime | 2.000 | | 2.000 | HR | 154.5000 | \$309.00 |
| | EO | Equipment Operator | 8.000 | | 8.000 | HR | 119.0000 | \$952.00 |
| | EOOT | Equipment Operator, Overtime | 2.000 | | 2.000 | HR | 178.5000 | \$357.00 |
| 31 Jan 2026 | | | | | | | | |
| | FRAC | Container Rental: #255885 12/30/2025 - 01/31/2026 | 33.000 | | 33.000 | DAY | 75.0000 | \$2,475.00 |
| | FRAC | Container Rental: #251679 12/30/2025 - 01/31/2026 | 33.000 | | 33.000 | DAY | 75.0000 | \$2,475.00 |
| 02 Feb 2026 | | | | | | | | |
| | VACSJ | Vacuum Truck, Straight | 11.000 | | 11.000 | HR | 190.0000 | \$2,090.00 |
| | TKPU | Pickup/Van/Car/Crew Cab | 8.000 | | 8.000 | HR | 44.0000 | \$352.00 |
| | MILCHRG | Mileage Charge for Light Duty / Support Vehicles | 160.000 | | 160.000 | MIL | 1.0000 | \$160.00 |
| | MILCHRGL | Mileage charge for Heavy Duty / DOT Rated Vehicles | 160.000 | | 160.000 | MIL | 3.0000 | \$480.00 |
| | FT | Field Technician | 7.500 | | 7.500 | HR | 103.0000 | \$772.50 |
| | FTOT | Field Technician Overtime | 1.000 | | 1.000 | HR | 154.5000 | \$154.50 |
| | EO | Equipment Operator | 8.000 | | 8.000 | HR | 119.0000 | \$952.00 |
| | EOOT | Equipment Operator, Overtime | 3.000 | | 3.000 | HR | 178.5000 | \$535.50 |
| 04 Feb 2026 | | | | | | | | |
| | ROLLOFF | Container Rental: #RT3460 01/17/2026 - 02/04/2026 | 15.000 | | 15.000 | DAY | 23.0000 | \$345.00 |
| 05 Feb 2026 | | | | | | | | |
| | ROLLOFF | Rolloff Container with Tarp & Bows | 16.000 | | 16.000 | DAY | 23.0000 | \$368.00 |
| 06 Feb 2026 | | | | | | | | |
| | FRAC | Container Rental: #255885 02/01/2026 - 02/06/2026 | 6.000 | | 6.000 | DAY | 75.0000 | \$450.00 |
| | FRAC | Container Rental: #251679 02/01/2026 - 02/06/2026 | 6.000 | | 6.000 | DAY | 75.0000 | \$450.00 |
| 12 Feb 2026 | | | | | | | | |
| | TRACTROLSJ | Rolloff Straightjob | 5.000 | | 5.000 | HR | 123.0000 | \$615.00 |
| | MILCHRGL | Mileage charge for Heavy Duty / DOT Rated Vehicles | 26.000 | | 26.000 | MIL | 3.0000 | \$78.00 |
| | EO | Equipment Operator | 5.000 | | 5.000 | HR | 119.0000 | \$595.00 |
| 15 Feb 2026 | | | | | | | | |
| | ROLLOFF | Rolloff Container with Tarp & Bows | 10.000 | | 10.000 | DAY | 23.0000 | \$230.00 |
| 23 Feb 2026 | | | | | | | | |
| | ROLLOFF | Rolloff Container with Tarp & Bows | 8.000 | | 8.000 | DAY | 23.0000 | \$184.00 |
| 28 Feb 2026 | | | | | | | | |



42 Longwater Drive
 P.O.Box 9149
 Norwell, MA 02061-9149

INVOICE
 Invoice No 1005953601

TASK 2507381670-001 - Pump Out

| Manifest Info | Item ID | Description | Manifest Qty | Manifest UOM | Billing Qty | Billing UOM | Unit Price | Amount |
|--------------------|-----------|--|--------------|--------------|-------------|-------------|------------|------------|
| | FRAC | Container Rental: #251679 02/07/2026 - 02/28/2026 | | | 22.000 | DAY | 75.0000 | \$1,650.00 |
| | FRAC | Container Rental: #255885 02/07/2026 - 02/28/2026 | | | 22.000 | DAY | 75.0000 | \$1,650.00 |
| 02 Mar 2026 | | | | | | | | |
| | VACSJ | Vacuum Truck, Straight | | | 11.000 | HR | 190.0000 | \$2,090.00 |
| | MILCHRGL | Mileage charge for Heavy Duty / DOT Rated Vehicles | | | 150.000 | MIL | 3.0000 | \$450.00 |
| | TKPU | Pickup/Van/Car/Crew Cab | | | 9.000 | HR | 44.0000 | \$396.00 |
| | MILCHRGS | Mileage Charge for Light Duty / Support Vehicles | | | 75.000 | MIL | 1.0000 | \$75.00 |
| | TKPU | Pickup/Van/Car/Crew Cab | | | 11.000 | HR | 44.0000 | \$484.00 |
| | MILCHRGS | Mileage Charge for Light Duty / Support Vehicles | | | 150.000 | MIL | 1.0000 | \$150.00 |
| | TKPU | Pickup/Van/Car/Crew Cab | | | 11.000 | HR | 44.0000 | \$484.00 |
| | MILCHRGS | Mileage Charge for Light Duty / Support Vehicles | | | 150.000 | MIL | 1.0000 | \$150.00 |
| | WASHER30H | 3000psi Hot Water Pressure Washer | | | 1.000 | DAY | 887.0000 | \$887.00 |
| | PPED1 | Modified Level D (Tyvek and Boots) | | | 3.000 | EA | 64.0000 | \$192.00 |
| | PPEC2 | Level C w/CPF1,2 or Polytyvek/Changeout | | | 3.000 | EA | 314.0000 | \$942.00 |
| | GEN4000 | Generator - 4,000 Watt | | | 1.000 | DAY | 151.0000 | \$151.00 |
| | SUP | Supervisor | | | 8.000 | HR | 162.0000 | \$1,296.00 |
| | FT | Field Technician | | | 8.000 | HR | 103.0000 | \$824.00 |
| | FT | Field Technician | | | 8.000 | HR | 103.0000 | \$824.00 |
| | FT | Field Technician | | | 8.000 | HR | 103.0000 | \$824.00 |
| | EO | Equipment Operator | | | 8.000 | HR | 119.0000 | \$952.00 |
| | SUP | Supervisor | | | 8.000 | HR | 162.0000 | \$1,296.00 |
| | EOOT | Equipment Operator, Overtime | | | 3.000 | HR | 178.5000 | \$535.50 |
| | SUPOT | Supervisor, Overtime | | | 1.000 | HR | 243.0000 | \$243.00 |
| | FTOT | Field Technician Overtime | | | 1.000 | HR | 154.5000 | \$154.50 |
| | FTOT | Field Technician Overtime | | | 2.000 | HR | 154.5000 | \$309.00 |
| | FTOT | Field Technician Overtime | | | 2.000 | HR | 154.5000 | \$309.00 |
| | SUPOT | Supervisor, Overtime | | | 3.000 | HR | 243.0000 | \$729.00 |
| | HTMISC | Misc. Handtools | | | 1.000 | DAY | 53.0000 | \$53.00 |
| | DEGSIMGRN | Simple Green Degreaser | | | 4.000 | GAL | 14.0000 | \$56.00 |
| | RAGS | Rags, 50 lb / 23 kg | | | 1.000 | BOX | 91.0000 | \$91.00 |
| | FRAC | Container Rental: #255885 03/01/2026 - 03/02/2026 | | | 2.000 | DAY | 75.0000 | \$150.00 |
| 03 Mar 2026 | | | | | | | | |
| | TKPU | Pickup/Van/Car/Crew Cab | | | 10.000 | HR | 44.0000 | \$440.00 |
| | MILCHRGS | Mileage Charge for Light Duty / Support Vehicles | | | 55.000 | MIL | 1.0000 | \$55.00 |
| | VACSJ | Vacuum Truck, Straight | | | 12.000 | HR | 190.0000 | \$2,280.00 |
| | MILCHRGL | Mileage charge for Heavy Duty / DOT Rated Vehicles | | | 160.000 | MIL | 3.0000 | \$480.00 |
| | TKPU | Pickup/Van/Car/Crew Cab | | | 11.000 | HR | 44.0000 | \$484.00 |
| | MILCHRGS | Mileage Charge for Light Duty / Support Vehicles | | | 155.000 | MIL | 1.0000 | \$155.00 |
| | GEN4000 | Generator - 4,000 Watt | | | 1.000 | DAY | 151.0000 | \$151.00 |
| | WASHER30H | 3000psi Hot Water Pressure Washer | | | 1.000 | DAY | 887.0000 | \$887.00 |
| | PPED1 | Modified Level D (Tyvek and Boots) | | | 2.000 | EA | 64.0000 | \$128.00 |
| | PPEC2 | Level C w/CPF1,2 or Polytyvek/Changeout | | | 3.000 | EA | 314.0000 | \$942.00 |
| | TKPU | Pickup/Van/Car/Crew Cab | | | 11.000 | HR | 44.0000 | \$484.00 |



42 Longwater Drive
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INVOICE
 Invoice No 1005953601

TASK 2507381670-001 - Pump Out

| Manifest Info | Item ID | Description | Manifest Qty | Manifest UOM | Billing Qty | Billing UOM | Unit Price | Amount |
|--------------------|-----------|--|--------------|--------------|-------------|-------------|-------------------|---------------------|
| | MILCHRG | Mileage Charge for Light Duty / Support Vehicles | | | 155.000 | MIL | 1.0000 | \$155.00 |
| | CCSUPOT | Supervisor CC/Tank OT | | | 1.000 | HR | 181.5000 | \$181.50 |
| | EOOT | Equipment Operator, Overtime | | | 4.000 | HR | 178.5000 | \$714.00 |
| | FTOT | Field Technician Overtime | | | 3.000 | HR | 154.5000 | \$463.50 |
| | FTOT | Field Technician Overtime | | | 3.000 | HR | 154.5000 | \$463.50 |
| | FOROT | Foreman Overtime | | | 3.000 | HR | 196.5000 | \$589.50 |
| | CCSUP | Supervisor CC/Tank | | | 8.000 | HR | 121.0000 | \$968.00 |
| | EO | Equipment Operator | | | 8.000 | HR | 119.0000 | \$952.00 |
| | FT | Field Technician | | | 8.000 | HR | 103.0000 | \$824.00 |
| | FT | Field Technician | | | 8.000 | HR | 103.0000 | \$824.00 |
| | FOR | Foreman | | | 8.000 | HR | 131.0000 | \$1,048.00 |
| | HTMISC | Misc. Handtools | | | 1.000 | DAY | 53.0000 | \$53.00 |
| | ROLLOFF | Rolloff Container with Tarp & Bows | | | 8.000 | DAY | 23.0000 | \$184.00 |
| 04 Mar 2026 | | | | | | | | |
| | TKPU | Pickup/Van/Car/Crew Cab | | | 11.000 | HR | 44.0000 | \$484.00 |
| | MILCHRG | Mileage Charge for Light Duty / Support Vehicles | | | 155.000 | MIL | 1.0000 | \$155.00 |
| | TKPU | Pickup/Van/Car/Crew Cab | | | 8.000 | HR | 44.0000 | \$352.00 |
| | MILCHRG | Mileage Charge for Light Duty / Support Vehicles | | | 55.000 | MIL | 1.0000 | \$55.00 |
| | VACSJ | Vacuum Truck, Straight | | | 12.500 | HR | 190.0000 | \$2,375.00 |
| | MILCHRGL | Mileage charge for Heavy Duty / DOT Rated Vehicles | | | 155.000 | MIL | 3.0000 | \$465.00 |
| | TKPU | Pickup/Van/Car/Crew Cab | | | 11.000 | HR | 44.0000 | \$484.00 |
| | MILCHRG | Mileage Charge for Light Duty / Support Vehicles | | | 155.000 | MIL | 1.0000 | \$155.00 |
| | WASHER30H | 300Opsi Hot Water Pressure Washer | | | 1.000 | DAY | 887.0000 | \$887.00 |
| | PPED1 | Modified Level D (Tyvek and Boots) | | | 3.000 | EA | 64.0000 | \$192.00 |
| | PPEC2 | Level C w/CPF1,2 or Polytyvek/Changeout | | | 3.000 | EA | 314.0000 | \$942.00 |
| | GEN4000 | Generator - 4,000 Watt | | | 1.000 | DAY | 151.0000 | \$151.00 |
| | FT | Field Technician | | | 8.000 | HR | 103.0000 | \$824.00 |
| | SUP | Supervisor | | | 8.000 | HR | 162.0000 | \$1,296.00 |
| | EO | Equipment Operator | | | 8.000 | HR | 119.0000 | \$952.00 |
| | FT | Field Technician | | | 8.000 | HR | 103.0000 | \$824.00 |
| | FT | Field Technician | | | 8.000 | HR | 103.0000 | \$824.00 |
| | SUP | Supervisor | | | 8.000 | HR | 162.0000 | \$1,296.00 |
| | EOOT | Equipment Operator, Overtime | | | 4.500 | HR | 178.5000 | \$803.25 |
| | FTOT | Field Technician Overtime | | | 3.000 | HR | 154.5000 | \$463.50 |
| | FTOT | Field Technician Overtime | | | 3.000 | HR | 154.5000 | \$463.50 |
| | SUPOT | Supervisor, Overtime | | | 4.000 | HR | 243.0000 | \$972.00 |
| | HTMISC | Misc. Handtools | | | 1.000 | DAY | 53.0000 | \$53.00 |
| | DEGSIMGRN | Simple Green Degreaser | | | 5.000 | GAL | 14.0000 | \$70.00 |
| | FRAC | Container Rental: #251679 03/01/2026 - 03/04/2026 | | | 4.000 | DAY | 75.0000 | \$300.00 |
| 05 Mar 2026 | | | | | | | | |
| | ROLLOFF | Rolloff Container with Tarp & Bows | | | 2.000 | DAY | 23.0000 | \$46.00 |
| | FEE | Recovery Fee | | | 170,641.900 | EA | 0.2180 | \$37,199.93 |
| | | | | | | | SUBTOTAL | \$207,841.83 |
| | | | | | | | TAX | \$0.00 |
| | | | | | | | TASK TOTAL | \$207,841.83 |



42 Longwater Drive
 P.O. Box 9149
 Norwell, MA 02061-9149

INVOICE
 Invoice No 1005953601

TASK 2507381670-002 - Bulk Liquid Disposal

| Manifest Info | Item ID | Description | Manifest Qty | Manifest UOM | Billing Qty | Billing UOM | Unit Price | Amount |
|--------------------|------------------------------|---|--------------|--------------|-------------|-------------|------------|------------|
| 13 Jan 2026 | | | | | | | | |
| BOL2323408 1 | DISPSL / B36B PROFILE1 | Fluorosilicic Acid Impacted Water CH3100405 Profile Fee for Profile No: CH3100405 - Fluorosilicic Acid I | 4,764 | GAL | 4,764.000 | GAL | 1.3600 | \$6,479.04 |
| | | | | | 1.000 | EA | 125.0000 | \$125.00 |
| 15 Jan 2026 | | | | | | | | |
| BOL2323437 1 | DISPSL / B36B | Fluorosilicic Acid Impacted Water CH3100405 | 5,000 | GAL | 5,000.000 | GAL | 1.3600 | \$6,800.00 |
| 21 Jan 2026 | | | | | | | | |
| BOL2323440 1 | DISPSL / B36B | Fluorosilicic Acid Impacted Water CH3100405 | 5,000 | GAL | 3,743.000 | GAL | 1.3600 | \$5,090.48 |
| 22 Jan 2026 | | | | | | | | |
| BOL2323484 1 | DISPSL / B36B | Fluorosilicic Acid Impacted Water CH3100405 | 5,000 | GAL | 3,107.000 | GAL | 1.3600 | \$4,225.52 |
| 23 Jan 2026 | | | | | | | | |
| BOL2323494 1 | DISPSL / B36B | Fluorosilicic Acid Impacted Water CH3100405 | 3,024 | GAL | 3,189.000 | GAL | 1.3600 | \$4,337.04 |
| 29 Jan 2026 | | | | | | | | |
| BOL2323504 1 | DISPSL / B36B | Fluorosilicic Acid Impacted Water CH3100405 | 5,000 | GAL | 4,947.000 | GAL | 1.3600 | \$6,727.92 |
| 30 Jan 2026 | | | | | | | | |
| BOL2323501 1 | DISPSL / B36B | Fluorosilicic Acid Impacted Water CH3100405 | 4,624 | GAL | 4,623.000 | GAL | 1.3600 | \$6,287.28 |
| 02 Feb 2026 | | | | | | | | |
| BOL2323514 1 | DISPSL / B36B | Fluorosilicic Acid Impacted Water CH3100405 | 3,965 | GAL | 4,040.000 | GAL | 1.3600 | \$5,494.40 |
| 02 Mar 2026 | | | | | | | | |
| BOL2384004 1 | DISPSL / B36B | Fluorosilicic Acid Impacted Water CH3100405 | 2,900 | GAL | 2,942.000 | GAL | 1.3600 | \$4,001.12 |
| 03 Mar 2026 | | | | | | | | |
| BOL2323092 1 | DISPSL / B36B | Fluorosilicic Acid Impacted Water CH3100405 | 2,800 | GAL | 2,800.000 | GAL | 1.3600 | \$3,808.00 |
| 04 Mar 2026 | | | | | | | | |



42 Longwater Drive
 P.O.Box 9149
 Norwell, MA 02061-9149

INVOICE
 Invoice No 1005953601

TASK 2507381670-002 - Bulk Liquid Disposal

| Manifest Info | Item ID | Description | Manifest Qty | Manifest UOM | Billing Qty | Billing UOM | Unit Price | Amount |
|-----------------|---------------|---|--------------|--------------|-------------|-------------|-------------------|--------------------|
| BOL2323530 1 | DISPSL / B36B | Fluorosilicic Acid Impacted Water CH3100405 | 600 | GAL | 1.000 | MIN | 1,000.0000 | \$1,000.00 |
| | FEE | Recovery Fee | | | 54,375.800 | EA | 0.2180 | \$11,853.92 |
| | | | | | | | SUBTOTAL | \$66,229.72 |
| | | | | | | | TAX | \$0.00 |
| | | | | | | | TASK TOTAL | \$66,229.72 |

TASK 2507381670-003 - Tote Disposal

| Manifest Info | Item ID | Description | Manifest Qty | Manifest UOM | Billing Qty | Billing UOM | Unit Price | Amount |
|--------------------|---------------|--|--------------|--------------|-------------|-------------|-------------------|-------------------|
| 13 Jan 2026 | | | | | | | | |
| BOL2323409 1 | DISPSL / CNOS | Fluorosilicic Acid Impacted Water CH3100156 | 3 | TOT2 | 3.000 | TOTE | 1,123.0000 | \$3,369.00 |
| | PROFILE1 | Profile Fee for Profile No: CH3100156 - Fluorosilicic Acid I | | | 1.000 | EA | 125.0000 | \$125.00 |
| | FEE | Recovery Fee | | | 3,494.000 | EA | 0.2180 | \$761.69 |
| | | | | | | | SUBTOTAL | \$4,255.69 |
| | | | | | | | TAX | \$0.00 |
| | | | | | | | TASK TOTAL | \$4,255.69 |

TASK 2507381670-004 - Bulk Soil Disposal

| Manifest Info | Item ID | Description | Manifest Qty | Manifest UOM | Billing Qty | Billing UOM | Unit Price | Amount |
|--------------------|--------------|--|--------------|--------------|-------------|-------------|-------------------|-------------------|
| 16 Jan 2026 | | | | | | | | |
| BOL2323439 1 | DISPSL / CNO | Fluorosilicic Acid Impacted Soil CH3101027 | 10 | TON | 13.030 | TON | 270.0000 | \$3,518.10 |
| | PROFILE1 | Profile Fee for Profile No: CH3101027 - Fluorosilicic Acid I | | | 1.000 | EA | 125.0000 | \$125.00 |
| 22 Jan 2026 | | | | | | | | |
| BOL2323438 1 | DISPSL / CNO | Fluorosilicic Acid Impacted Soil CH3101027 | 12 | TON | 13.210 | TON | 270.0000 | \$3,566.70 |
| | ROLLWASH | Washout of Rolloff, Intermodal or Dump Trailer | | | 1.000 | EA | 375.0000 | \$375.00 |
| | FEE | Recovery Fee | | | 7,584.800 | EA | 0.2180 | \$1,653.49 |
| | | | | | | | SUBTOTAL | \$9,238.29 |
| | | | | | | | TAX | \$0.00 |
| | | | | | | | TASK TOTAL | \$9,238.29 |



CITY OF HAGERSTOWN, MARYLAND

Utilities Department

1 Clean Water Circle • Hagerstown, MD 21740

Telephone: 301-739-8577, ext. 650

Website: www.hagerstownmd.org

To: Scott Nicewarner, City Administrator

From: Tyler Puffenberger, Deputy Director of Water and Wastewater

Subject: Fluoride Spill- R.C. Willson Water Treatment Plant

Date: May 11, 2026

As presented in January 2026, on December 29, 2025 during a scheduled delivery of 23% Hydrofluorosilicic Acid (HFS), a pipe failure occurred during the offloading process 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.

Staff continues to work with MDE on site remediation and final incidence close-out.

Staff requested approval for \$192,829.91 based on an estimate from Clean Harbors/HEPACO. Staff recently received the final invoice for all work completed by Clean Harbors/HEPACO – the total cost is \$287,841.83 (increase of \$95,011.92).

Please find attached the memo detailing the MDE required work and the Consent Approval from February 24, 2026.

Should you have any questions or require additional information, please let me know.



CITY OF HAGERSTOWN, MARYLAND

Utilities Department

1 Clean Water Circle • Hagerstown, MD 21740

Telephone: 301-739-8577, ext. 650

Website: 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

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.

| ACCOUNT SUMMARY | | BUDGET TRANSFER 05/26/2026 | | |
|-------------------|------|----------------------------|--------------------|--------------------|
| | | Fluoride Remediation | | |
| ACCOUNT | | 5272501-5329 | 5285001-5892-C0166 | 5285001-5891-C0167 |
| BUDGET | | \$ 200,000.00 | \$ 580,000.00 | \$ 6,000,000.00 |
| ACTUAL | | \$ (191,314.50) | \$ (3,009.98) | \$ - |
| PREVIOUS TRANSFER | | \$ 125,000.00 | \$ (35,000.00) | \$ - |
| ENCUMBRANCES | FY25 | \$ - | | \$ - |
| | FY26 | \$ (4,367.55) | \$ (47,980.00) | \$ - |
| AVAILABLE | | \$ 129,317.95 | \$ 494,010.02 | \$ 6,000,000.00 |
| BUDGET TRANSFER | | \$ 400,000.00 | \$ 150,000.00 | \$ (600,000.00) |
| NEW ACCT BALANCE | | \$ 529,317.95 | \$ 644,010.02 | \$ 5,400,000.00 |

| ORG | DESC | OBJECT | PROJECT | FY26 BUDGET | XFR-OUT | FY26 EXP | FY26 ENCUMB | FY26 ACT | CASH FUNDED | CASH BALANCE |
|---------|---------------------------|--------|---------|----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 5285001 | BREICHNER | 5892 | C0405 | 25,000 | - | - | - | - | 25,000 | 25,000 |
| 5285001 | PUMPING & FILTER PLANTS | 5892 | C0820 | 60,000 | - | - | - | - | 60,000 | 60,000 |
| 5285001 | PORTABLE EQUIPMENT | 5855 | C0648 | 70,000 | - | - | - | - | 70,000 | 70,000 |
| 5285001 | SMITHSBURG WATERSHED | 5814 | C0168 | 100,000 | - | - | - | - | 100,000 | 100,000 |
| 5285001 | PUMP STATIONS | 5892 | C0651 | 125,000 | - | 44,672 | 8,748 | 53,420 | 125,000 | 71,580 |
| 5285001 | RISK AND RESILIENCY | 5892 | C0322 | 200,000 | - | 45,169 | 9,608 | 54,778 | 200,000 | 145,222 |
| 5285001 | AUTOS & TRUCKS (LICENSED) | 5840 | C0117 | 606,500 | - | 375,504 | - | 375,504 | 475,000 | 99,496 |
| 5285001 | WATER MAIN REPLACEMENT | 5891 | C0709 | 660,000 | 90,000 | 3,010 | 47,980 | 140,990 | 660,000 | 519,010 |
| 5285001 | WATER METER REPLACEMENT | 5891 | C0653 | 750,000 | 125,000 | 397,122 | 4,696 | 526,818 | 750,000 | 223,182 |
| 5285001 | RCW PLANT IMPROVEMENT | 5892 | C0166 | 2,000,000 | 320,000 | 250,342 | 1,568,945 | 2,139,287 | 2,000,000 | (139,287) |
| 5285001 | CYBER SECURITY | 5892 | C0877 | 2,300,000 | 1,500,000 | - | - | 1,500,000 | 1,550,000 | 50,000 |
| 5285001 | RCW TRANSMISSION MAINS | 5891 | C0167 | 6,000,000 | - | - | - | - | 1,000,000 | 1,000,000 |
| | | | | \$ 12,896,500 | \$ 2,035,000 | \$ 1,115,819 | \$ 1,639,977 | \$ 4,790,797 | \$ 7,015,000 | \$ 2,224,203 |

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

Topic:

Water: R. C. Willson MCC and Switchgear Transformer Oil Testing -- Capital Electric (Hagerstown, MD)
\$10,614.50

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

CONSENT_CAPITAL_ELECTRIC_TRANSFORMER_OIL_TESTING_05262026.pdf

CONSENT
05262026

QUOTE_CAPITAL_ELE_TRANSFORMER_OIL_TESTING_05262026.pdf

QUOTE
CAPITAL ELE
TRANSFORMER
OIL TESTING
05262026

CONSENT_2025_APPROVAL.pdf

MCC
APPROVAL 2025

PO_20251560_-_CAPITAL_LIGHTING___SUPPLY.pdf

PO20251560

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

REVIEWED AND APPROVED AS FOLLOWS:

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



Quotation

CAPITAL ELECTRIC
 12101 INSURANCE WAY
 HAGERSTOWN, MD 21740-5176
 301-733-1212 Fax 301-790-2423

| QUOTE DATE | QUOTE NUMBER |
|------------|--------------|
| 04/23/26 | S061946600 |
| PAGE NO. | |
| 1 of 2 | |

derek.fallwell@capitalelectricsupply.com

QUOTE TO:
 HAGERSTOWN CITY HALL
 ATTN ACCOUNTING DEPT
 1 E FRANKLIN ST
 HAGERSTOWN, MD 21740-4914
 301-790-3200

SHIP TO:
 HAGERSTOWN CITY HALL
 10802 WATER WORKS RD
 RC WILLSON WATER PLANT
 WILLIAMSPORT, MD 21795

| CUSTOMER NUMBER | CUSTOMER ORDER NUMBER | JOB NAME | QUOTED TO | | |
|-----------------|------------------------|--|-----------------|------------------------|-----------|
| 150115 | WTP Transformer oil sa | WTP Transformer oil | | | |
| SALESPERSON | | SHIP VIA | FREIGHT ALLOWED | EXPIRATION DATE | |
| DEREK FALLWELL | | HA60 FR, WA, JE | No | 11:59pm ET 05/08/26 | |
| ORDER QTY | UPC | DESCRIPTION | UNIT PRICE | U | EXT PRICE |
| 1ea | | ^SRVODSMVCOR Reactive Maintenance on MV Assembled Products Schneider Electric to provide oil analysis on (2) Oil Filled Transformers. This job is being quoted for work to be performed during weeknights or Saturdays (excluding Schneider Electric holidays) unless otherwise noted. | 10614.500 | e | 10614.50 |

TERMS & CONDITIONS

All transactions are subject to and exclusively governed by our Terms and Conditions of Sale, which are incorporated herein and available at:
<https://www.capitalelectricsupply.com/terms#sale>. Additional or conflicting terms are rejected, void, and of no force or effect.

TAXES NOT INCLUDED

| | |
|---------------------|-----------------|
| Subtotal | 10614.50 |
| S&H CHGS | 0.00 |
| Amount Due | 10614.50 |



CAPITAL ELECTRIC
12101 INSURANCE WAY
HAGERSTOWN, MD 21740-5176
301-733-1212 Fax 301-790-2423

derek.fallwell@capitalelectricsupply.com

QUOTE TO:
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Quotation

| QUOTE DATE | QUOTE NUMBER |
|------------|--------------|
| 04/23/26 | S061946600 |
| PAGE NO. | |
| 2 of 2 | |

| CUSTOMER NUMBER | CUSTOMER ORDER NUMBER | JOB NAME | QUOTED TO |
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| 150115 | WTP Transformer oil sa | WTP Transformer oil | |
| SALESPERSON | SHIP VIA | FREIGHT ALLOWED | EXPIRATION DATE |
| DEREK FALLWELL | HA60 FR, WA, JE | No | 11:59pm ET 05/08/26 |

Terms and Conditions of Sale for Quotes

A. Seller assumes no responsibility whatsoever for any interpretation of bid documents, plans, or specifications provided to Seller (i.e., customer shall be solely responsible for ensuring interpretation of such documents, plans and/or specifications and for conformity and appropriateness of all goods and services ordered in comparison to same).

B. Prices are subject to change at any time prior to shipment unless otherwise agreed in writing signed by an authorized Seller representative.

C. Pricing and estimated delivery dates are based solely on the quantities and specific products and/or scope of services identified in this quote. Seller may refuse, terminate, or change pricing, estimated dates, and other terms of its offer if customer requests changes or deviations from the original quote. Unless an authorized Seller representative accepts customer's proposed deviations in an explicit signed agreement modifying this quotation, any such proposed deviations are automatically rejected, void, and of no force or effect.

D. Quotation does not include special mounting or installation hardware, equipment options, accessories, samples, spares, or mock-up equipment unless otherwise noted.

E. Seller is not responsible for the design of the project or any goods supplied.

F. Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing.

G. Pre-shipment of anchor bolts is plus freight.

H. Where applicable, fabrication and shipment of goods can only be made after Seller receives the following: (i) purchase order conforming to this Quotation, (ii) customer's verification and approval of technical information, (iii) approved Submittal Drawings, and (iv) credit approval.

I. Lead times are strictly estimates. Seller is not responsible for ship dates beyond estimated dates unless Seller's President or VP Finance otherwise explicitly agrees in a signed writing as part of this Quotation and then only to the extent so agreed.

J. All orders are FCA Shipping Point, prepaid and billed, unless otherwise noted in quote.

K. Logistic solutions, storage, handling, kitting, expedited or special delivery, testing, including, but not limited to, infrared scanning and NETA testing, spares, start-up, installation, commissioning, arc flash studies, and other services are excluded unless otherwise specified in this quote. Please contact your Seller representative for additional information on any such services if desired.

L. This quotation and all related transactions are also subject to the applicable manufacturer's published warranties, including all applicable disclaimers, exclusions, and limitations.

M. This quotation constitutes Seller's confidential information, and customer shall not share or distribute this quotation to third parties other than to the extent reasonably necessary to process the transactions contemplated herein with Seller.

N. Unless otherwise expressly agreed in a separate writing signed by Seller's President or VP Finance, Seller does not agree and is not subject to any contractual flow-down or pass-through terms from customer, including, but not limited to, DFARS, FARs, Prime Contracts, Minority Business requirements, Buy America Act, etc.

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funds are available in the FY25 Water Operating Budget.

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstown.org
Reason: I have reviewed this document
Location
Date: 2025.05.14 13:27:26-0400
Foxit PDF Editor Version: 13.1.6

Signature / Date

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstown.org
Reason: I have reviewed this document
Location
Date: 2025.05.14 13:27:37-0400
Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - need updated W9

T. J. DeFranco 5/15/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brook Cam 05/15/25

Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle Agee 5/15/25

Signature / Date

Duane,

Capital Electric is the only Distributor in the Tri-State area that has Schneider Electric's Alliance Certification. This indicates that Capital Electric has demonstrated expertise and commitment to Schneider Electric's (Square D) technologies and solutions. It signifies a partner's ability to effectively integrate, implement, and support Schneider Electric's products and services, typically in the fields of industrial automation and power management.

By working with Capital, you are working with the only Industrial authorized Schneider Electric (SQD) distributor within 60 miles of Hagerstown. The Preventive Maintenance will be performed by Schneider Electric-trained technicians, with all the factory-recommended testing equipment, processes, and procedures. By Schneider Electric, performing the PM (preventive maintenance) on Schneider Electric (SQD) switch gear, if SE encounters a problem at the time of testing, they may have equipment readily available. In the past, this has saved my customers the cost of a second visit and the hassle of planning another power outage.

Below is the proposal for Schneider Electric Preventive Maintenance Services for non-medium switch gear at the Williamsport Water Treatment Facility

Proposal Name: MR24_166 Hagerstown WTP PM

Quote Name: MR24_166_SR-3580705_LV PM rev 1

Proposal Number: P-241105-4846840

Quote Number: Q-5855807

Quote Effective Date: 06/09/2025

Through Addenda Number: 0

Sales Representative: Marty Rafter

Conditions of Sale

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

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

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

PM Total for WTPWMD

\$40,750.00

Terms and Conditions

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

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

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

Proposal Acceptance

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

The following information is required:

- > Site contact name, phone number and email address
- > Installation site address
- > Reference proposal number on PO

- > Customer requested dates:
 - o pre-work site visit date, if required such as engineering site visit, job walks and coordination
 - o date of service
- > SEUSA purchaser account number, if known

Introduction

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

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

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

Scope of Work

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

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

Customer Responsibilities

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

Work Not Included

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

Scheduling

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

Price

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

This proposal is subject to the following:

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

Payment Schedule

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

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

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

Shipment Clarification

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

Pricing Clarification

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

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

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

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

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

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

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

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



Bill To

CITY OF HAGERSTOWN
1 EAST FRANKLIN STREET
HAGERSTOWN, MD 21740
Phone: 301-739-8577

Purchase Order

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20251560**

Delivery must be made within doors of specified destination.

Vendor

CAPITAL LIGHTING & SUPPLY, LLC
12101 INSURANCE WAY
HAGERSTOWN, MD 21740-5176

Ship To

WATER DEPARTMENT - RC WILLSON
10802 WATER WORKS ROAD
WILLIAMSPORT, MD 21795
Phone: 301-223-7424

| VENDOR PHONE NUMBER | VENDOR FAX NUMBER | REQUISITION NUMBER | DELIVERY REFERENCE | |
|---------------------|-------------------|--------------------|------------------------|---------------------|
| 301-302-8596 | 301-733-7225 | 1947 | PO TO LYNN, WATER DEPT | |
| DATE ORDERED | VENDOR NUMBER | DATE REQUIRED | FREIGHT METHOD/TERMS | DEPARTMENT/LOCATION |
| 06/16/2025 | 4285 | | | WATER FUND |
| NOTES | | | | |

RCW - PREV MAINT, MCC & SWITCHGEAR

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

| ITEM # | DESCRIPTION / PART # | QTY | UOM | UNIT PRICE | EXTENDED PRICE |
|--------|--|-----|------|-------------|----------------|
| 1 | PROPOSAL: Q-4444128 - TESTING AND PREVENTATIVE MAINTENANCE ON THE MCC AND SWITCHGEAR AT RCW PLANT GL Account: 5270501 - 5374 | 1.0 | EACH | \$40,750.00 | \$40,750.00 |
| | | | | \$40,750.00 | |

| | |
|-----------------------------|--------------------|
| Total Ext. Price | \$40,750.00 |
| Total Sales Tax | \$0.00 |
| Total Freight | \$0.00 |
| Total Discount | \$0.00 |
| Total Credit | \$0.00 |
| Purchase Order Total | \$40,750.00 |

Tijana A. Givens

Procurement Administrator

Vendor Copy

CITY OF HAGERSTOWN

TERMS AND CONDITIONS

The following terms and conditions are applicable to this order entered into by and between the City of Hagerstown, Maryland (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS - No modifications of this order shall be binding upon Buyer unless approved in writing by Buyer or authorized representative of Buyer. Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at Seller's expense.

ASSIGNMENT - Any assignment of this order, performance of work hereunder, in whole or in part, or monies due, or monies to become due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.

TERMINATION - Buyer reserves the right to terminate this order in whole or in part for default if Seller fails to perform in accordance with any of the requirements of this order. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer.

F.O.B. - In those cases where prices stated are not F.O.B. destination, Seller is required to prepay charges and list on invoice.

TERMS - By accepting this order, the Seller agrees that payment terms shall be Net 30 days unless otherwise stated. Payment will be made in accordance with Buyer's policies and procedures.

INVOICING - Seller must render an original invoice in duplicate to the Bill to Department stated on the front of this order.

TAX - Buyer is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer's Tax Exemption number in acquiring such materials.

PURCHASE ORDER NUMBER - Purchase Order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this order.

COMPLIANCE

- A. The Contractor shall observe and comply with all Federal, State, local and municipal laws, ordinance rules and regulations that would apply to this order/contract.
- B. Seller shall comply, when applicable, with the provisions set forth by the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by U.S. Department of Labor (29CFR Part 5).
- C. Seller shall provide access to pertinent records relative to contract/order for a period of three (3) years after the last receipt of payment is made under this contract/order.

INSPECTION - All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at Seller's expense.

LITIGATION VENUE - The parties agreed that venue and jurisdiction of all litigation arising from this contract/order shall be in the State Courts located in Washington County, Maryland. This contract/order shall be construed pursuant to Maryland Law.

PAYMENT CHANGES - Payments will only be made to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company and approved by an authorized City official.

ANTI-DISCRIMINATION - Sellers doing business with Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age, with regard to, but not limited to, the following: employee practices, rates of pay or other compensation methods and training selection.

LEGAL RESPONSIBILITY - By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and local laws, statutes, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK - Seller shall save and hold harmless Buyer, its employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INSURANCE - If the Seller is required to go on City property to perform work or services, the Seller shall assume full responsibility and expense to obtain all necessary insurance as required by the City.

INDEMNIFICATION - To the extent authorized by law, Seller shall indemnify, save and hold harmless Buyer, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontracts or assignees pursuant to the terms of this order.

REPRESENTATIVES - All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

OFFER/ACCEPTANCE - If the Purchase Order refers to your bid then the purchase order is an ACCEPTANCE of your OFFER TO SELL, as stated in your bid. If no bid is referenced, the Purchase Order is an OFFER TO BUY, subject to your acceptance, which can be demonstrated by your performance of the Order or by a formal acknowledgment. Any COUNTER-OFFER TO SELL is automatically construed as CANCELLATION of the Purchase Order unless a change order is issued accepting a counter offer.

NEW GOODS - All equipment delivered against the Purchase Order shall be newly manufactured and of the manufacturer's current model unless otherwise specified.

QUALITY - The Buyer, City of Hagerstown, will be the sole judge in determining acceptability and satisfaction in regard to quality, price and performance.

O.S.H.A. - All chemicals, equipment and materials proposed and/or used in the performance of the Purchase Order must conform to the standards required by O.S.H.A.

MATERIAL SAFETY DATA SHEETS (MSDS s) are to accompany each shipment when applicable.

Duane,

Capital Electric is the only Distributor in the Tri-State area that has Schneider Electric's Alliance Certification. This indicates that Capital Electric has demonstrated expertise and commitment to Schneider Electric's (Square D) technologies and solutions. It signifies a partner's ability to effectively integrate, implement, and support Schneider Electric's products and services, typically in the fields of industrial automation and power management.

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Below is the proposal for Schneider Electric Preventive Maintenance Services for non-medium switch gear at the Williamsport Water Treatment Facility

Proposal Name: MR24_166 Hagerstown WTP PM

Quote Name: MR24_166_SR-3580705_LV PM rev 1

Proposal Number: P-241105-4846840

Quote Number: Q-5855807

Quote Effective Date: 06/09/2025

Through Addenda Number: 0

Sales Representative: Marty Rafter

Conditions of Sale

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

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

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

PM Total for WTPWMD

\$40,750.00

Terms and Conditions

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

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

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

Proposal Acceptance

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

The following information is required:

- > Site contact name, phone number and email address
- > Installation site address
- > Reference proposal number on PO

- > Customer requested dates:
 - o pre-work site visit date, if required such as engineering site visit, job walks and coordination
 - o date of service
- > SEUSA purchaser account number, if known

Introduction

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

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

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

Scope of Work

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

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

Customer Responsibilities

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

Work Not Included

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

Scheduling

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

Price

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

This proposal is subject to the following:

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

Payment Schedule

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

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

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

Shipment Clarification

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

Pricing Clarification

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

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

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

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

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

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

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

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

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

Topic:

Water: R.C. Willson Tree Removal ~ Diamond State Tree Experts, LLC (Elkton, MD) \$375,050.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

| File Name | Description |
|--|--|
| CONSENT_RCW_BERM_TREE_REMOVAL_05262026.pdf | CONSENT DIAMOND TREE 05262026 |
| BUDGET_TRANSFER_WORKSHEET_FY26_RCW_TREE_REMOVAL_05262026.pdf | BUDGET TRANSFER WORKSHEET |
| BID_TAB.pdf | BID TAB |

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

REVIEWED AND APPROVED AS FOLLOWS:

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

| ACCOUNT SUMMARY | | BUDGET TRANSFER 005/26/2026 | |
|--------------------------|------|-----------------------------|--------------------|
| | | TREE REMOVAL RCW BERM | |
| ACCOUNT | | 5270501-5329 | 5285001-5891-C0653 |
| BUDGET | | \$ 200,000.00 | \$ 745,000.00 |
| ACTUAL | | \$ (191,314.50) | \$ (397,121.93) |
| PREVIOUS TRANSFER | | \$ - | \$ - |
| ENCUMBRANCES | FY25 | | \$ - |
| | FY26 | \$ (4,367.55) | \$ (4,695.96) |
| AVAILABLE | | \$ 4,317.95 | \$ 343,182.11 |
| BUDGET TRANSFER | | \$ 100,000.00 | \$ (100,000.00) |
| FY27 BUDGET 5270501-5329 | | \$ 1,750,000.00 | |
| NEW ACCT BALANCE | | \$ 104,317.95 | \$ 243,182.11 |

City Of Hagerstown Finance Department Tabulation Report
R.C. Willson Water Treatment Plant Tree Removal

No: P1874.26

Deadline Date/Time: 3/27/26 @ 2:00PM

Contact Person: Tyler French

| Company Name | Diamond Tree Experts, LLC | | | Kevin Elliotts Tree Service | | | Advantage Landscape and Construction, Inc. | | |
|---|---------------------------|-------|--------------|-----------------------------|-------|----------------|--|-------|--------------|
| | Unit Cost | Units | Subtotal | Unit Cost | Units | Subtotal | Unit Cost | Units | Subtotal |
| Mobilization Fee | \$7,500.00 | 1 | \$7,500.00 | \$2,000,000.00 | 1 | \$2,000,000.00 | \$32,000.00 | 1 | \$32,000.00 |
| Tree Removal | \$233,500.00 | 1 | \$233,500.00 | \$8,200,000.00 | 1 | \$8,200,000.00 | \$182,000.00 | 1 | \$182,000.00 |
| Re-application of Silvicide (per tree) | \$15.00 | 200 | \$3,000.00 | \$200.00 | 200 | \$40,000.00 | \$151.00 | 200 | \$30,200.00 |
| Grinding/ Tillage (per st ft) | \$15.00 | 1,000 | \$15,000.00 | \$20.00 | 1,000 | \$20,000.00 | \$445.40 | 1,000 | \$445,400.00 |
| Grout Mix (per burrow) | \$550.00 | 25 | \$13,750.00 | \$1,500.00 | 25 | \$37,500.00 | \$484.20 | 25 | \$12,105.00 |
| Hydroseeding/Mulching | \$84,300.00 | 1 | \$84,300.00 | \$850,000.00 | 1 | \$850,000.00 | \$90,500.00 | 1 | \$90,500.00 |
| | \$357,050.00 | | | \$11,147,500.00 | | | \$792,205.00 | | |
| Vendor Forms | Yes | | | Yes | | | Yes | | |
| Addendum I | Yes | | | Yes | | | Yes | | |
| Addendum II | Yes | | | Yes | | | Yes | | |
| Addendum III | Yes | | | Yes | | | Yes | | |
| Disqualified: Shy Tree and Digital Career Opportunities Worldwide LLC: Did not attend mandatory pre-bid meeting | | | | | | | | | |

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

Topic:

Water: Replace Motor in 2019 Ford F-750 Dump Truck (Unit 215) -- Keystone Ford (Chambersburg, PA) \$20,906.37

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

CONSENT_MOTOR_REPLACEMENT_UNIT_215.pdf

BUDGET_TRANSFER_WORKSHEET_FY26_UNIT_215.pdf

QUOTE_KEYSTONE_FORD_UNIT_215.pdf

Description

CONSENT KEYSTONE
FORD UNIT 215 MOTOR
05262026

BUDGET TRANSFER
WORKSHEET UNIT 215

QUOTE KEYSTONE
FORD UNIT 215

| 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> |
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| <p>(4) City Administrator <u>COMMENTS</u></p> <p>_____ Signature / Date</p> | | <p>_____ Signature / Date</p> |

| ACCOUNT SUMMARY | | BUDGET TRANSFER 05/26/2026 | |
|-------------------|------|----------------------------|--------------------|
| | | Motor for Unit 215 | |
| ACCOUNT | | 5272501-5438 | 5285001-5891-C0709 |
| BUDGET | | \$ 75,000.00 | \$ 580,000.00 |
| ACTUAL | | \$ (54,992.82) | \$ (3,009.98) |
| PREVIOUS TRANSFER | | \$ - | \$ (25,000.00) |
| ENCUMBRANCES | FY25 | \$ - | \$ - |
| | FY26 | \$ (8.13) | \$ (47,980.00) |
| AVAILABLE | | \$ 19,999.05 | \$ 504,010.02 |
| BUDGET TRANSFER | | \$ 10,000.00 | \$ (10,000.00) |
| NEW ACCT BALANCE | | \$ 29,999.05 | \$ 494,010.02 |



301 Walker Road Chambersburg, Pa 17201
 Phone: 717-264-5104 Fax: 717-709-2218
 Toll Free 888-296-2922



Update - Estimate

| CUSTOMER NAME: <i>City of Hagerstown</i> | | DATE: <i>5/07/26</i> | |
|--|---------------------|---|-------------------------|
| PERFORMED BY: <i>2019 FORD F750 Reg CAB Dump Truck</i> | | DEPT: <i>Commercial Service</i> | |
| QTY | PART # | DESCRIPTION | TOTAL |
| | | VIN: <i>1FDPF7DE5KDF00350</i> <i>REPLACE Motor Locked-UP</i> | |
| <i>1</i> | <i>G4Z6007 DARM</i> | <i>Engine Assembly</i> <i>(complete DWP-IN with Turbo)</i> | <i>14,111.76</i> |
| <i>3</i> | <i>VC 13 G</i> | <i>Anti-freeze</i> | <i>59.85</i> |
| <i>3</i> | <i>DIST</i> | <i>Distilled Water</i> | <i>10.26</i> |
| <i>15</i> | <i>XO 10W30 BSD</i> | <i>Motor Oil</i> | <i>79.50</i> |
| <i>1</i> | | <i>MISC PMTS</i> | <i>300.00</i> |
| | | <i>Handling FEE</i> | <i>45.00</i> |
| | | <i>LABOR</i> | <i>30.0 hrs 6300.00</i> |
| | | | <i>6300.00 14606.37</i> |
| | | SUBTOTAL | <i>20,906.37</i> |
| | | TAX | <i>—</i> |
| | | GRAND TOTAL | <i>20,906.37</i> |



"Dealer For The People"

301 Walker Rd. ♦ Chambersburg, PA 17201 ♦ www.keystoneford.com

RICH KNOTT

Commercial Service Advisor

Direct: 717-709-2204 rknott@keystoneford.com

Phone: 717-264-5104 or 888-296-2922 Fax: 717-709-2218

Good for 30 DAYS

Where the customer always comes first!

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

Topic:

Water: Purchase Water Meters to Replenish Inventory – L/B Water Services, Inc.
(Chambersburg, PA) \$117,308.16

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

CONSENT_LB_WATER_METERS_05262026.pdf

QUOTE_LB_WATER_METERS_05262026.pdf

Description

CONSENT LB WATER
METERS

QUOTE LB WATER
METERS

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

QUOTATION

L/B Water Service, Inc.
 427 SKELLY ROAD
 CHAMBERSBURG, PA 17202
 717-264-8445



| | |
|--------------|--------|
| Quote Number | |
| 2187548 | |
| Quote Date | Page |
| 04/01/2026 | 1 of 2 |

Quote Expires On: 04/08/2026

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: Laurie Martin
 Cell Phone: 301-791-2690

| PO/Job Name | Salesperson | Entered By |
|-------------|---------------|---------------|
| WF2700 | Travis Shover | TRAVIS_SHOVER |

| Quantity | Item ID | Item Description | Unit Price | Extended Price |
|----------|---------|------------------|------------|----------------|
| Quoted | UOM | | | |

Delivery Instructions: WATER DEPT.
 TAKE I-81 SOUTH TOWARD HAGERSTOWN. TAKE EXIT 6A
 TO MERGE ONTO US-40 E/NATIONAL PIKE TOWARD
 HAGERSTOWN. TURN RIGHT AT SOUTH POTOMAC STREET.
 TURN RIGHT AT MEMORIAL BLVD WEST.

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.

| | | | | |
|--------|----|--|----------|--------------|
| 576.00 | EA | 2IPERL+TRPLG 5/8IN IPERL+ METER TRPL 1000 GAL 4 WHEEL 7-1/2IN LL 2-WIRE 6FT CABLE LESS HOUSING (IX1S1GLXXXXXD) | \$203.66 | \$117,308.16 |
|--------|----|--|----------|--------------|

Total Lines: 1

| | |
|-----------------------------|-------------------|
| SUB-TOTAL: | 117,308.16 |
| TAX: | 0.00 |
| EXTENDED QUOTE \$\$: | 117,308.16 |

QUOTATION

L/B Water Service, Inc.
 427 SKELLY ROAD
 CHAMBERSBURG, PA 17202
 717-264-8445



| | |
|--------------|--------|
| Quote Number | |
| 2187548 | |
| Quote Date | Page |
| 04/01/2026 | 2 of 2 |

Quote Expires On: 04/08/2026

| Quantity | | Item ID Item Description | Unit Price | Extended Price |
|----------|-----|-----------------------------|------------|----------------|
| Quoted | UOM | | | |

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

Please see full terms and conditions at 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

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

Topic:

Water: Water Pressure Zone 1 System Modeling -- Hazen and Sawyer (Baltimore, MD) \$34,260.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

CONSENT_HAZEN_ZONE_1_MODELING_05262026.pdf

CONSENT
HAZEN
ZONE 1 &
HOSPITAL

HAZEN_HYDRAULIC_MODELING_ENGINEERING_SUPPORT_05262026.pdf

HAZEN
PROPOSAL

BUDGET_TRANSFER_WORKSHEET_FY26.pdf

BUDGET
TRANSFER
SUPPORT
DOC
05262026

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

REVIEWED AND APPROVED AS FOLLOWS:

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

**CITY OF HAGERSTOWN UTILITIES DEPARTMENT
ENGINEERING SERVICES FOR WATER INFRASTRUCTURE PROJECTS**

HAZEN AND SAWYER (HAZEN)

**MERITUS HOSPITAL
HYDRAULIC MODELING AND WATER ENGINEERING SUPPORT**

February 3, 2026

PROJECT UNDERSTANDING/BACKGROUND

The City is requesting hydraulic modeling assistance from Hazen and Sawyer (Hazen) to provide technical assistance/guidance related to water planning support associated with development plans for the Arborview (formerly Black Rock) residential development and the Meritus Health Center, and associated Meritus properties. Hazen's engineering support will aid in evaluating changes to the configuration of piping, pressure zones, and tank and pump station capacity and operation.

Meritus recently approached the City to discuss improvements to the water system to address testing failures in their fire suppression system and domestic supply pressure issues for their Meritus Health Center, Robinwood Medical Center, and associated properties. The original Scope of Work included evaluating pipe upgrades and the addition of a fire water storage tank to meet pressure and fire flow needs, as recommended in the City's Water Master Plan from 2008. Subsequent Task Orders have included water and wastewater modeling support for the aforementioned Arborview development, as well as the Meritus Health Center and Robinwood Medical Center. Hazen is currently engaged with DRB Development for design services related to construction of a storage tank, pump station and associated piping to meet water supply needs within the Arborview development.

Hazen's engineers(s) will assist in the following, as requested by the City:

- Water Hydraulic Analysis and Modeling Support

Scope of Work

The following are anticipated Tasks for the water system evaluation.

TASK A: Supplementary Water Hydraulic Modeling Evaluation - Meritus Properties

Under previously completed hydraulic modeling, Hazen investigated rezoning of the distribution system, addition of a tank and pump station, and other improvements to address pressure and supply issues within the planned Arborview development. In Task A, Hazen will review alternatives to mitigate the supply

and pressure issues as stated by Meritus. Alternatives will include the following:

1. Review system pressure and water age before and after the Zone 5A tank and pump station is put into service. This will include adjustments to the planned tank and pump station design such as:
 - a. Increased tank capacity, and
 - b. Modifications to the pump station such as the number and sizes of pumps and/or station operation.
2. Review of possible system improvements, such as
 - a. Piping improvements,
 - b. Expansion of subzones, and
 - c. Up to two additional modifications, as identified during the analysis.

ASSUMPTIONS

- Meritus will provide asbuilts, schematics, operational information, testing results, and details of any planned development and water system improvements (to date).

DELIVERABLES

Deliverable will be a PowerPoint presentations with results incorporated into the slides for City record keeping purposes and for decision-making purposes for DRB Development and Meritus Health Centers.

COMPENSATION

Hazen is proposing an initial budget of **\$34,260.00** for engineering support services and direct expenses associated with *Hydraulic Modeling and Water Engineering Support* project, as described above. This assumes Hazen's staff will assist the City in the above engineering areas, as requested by the City.

If additional support is needed, over and above the amount included herein, an amendment will be agreed upon with the City and Hazen.

CITY OF HAGERSTOWN RESPONSIBILITIES

City responsibilities will be defined as agreed upon with the City and prior to work beginning. A preliminary list of City responsibilities is included below.

- Provide all as-builts and planned improvement documents for existing and proposed water facilities and infrastructure.
- Provide available GIS data and other planning documents as required to complete work.

MILESTONE DELIVERY

It is assumed the water modeling services will be provided over a period of two (2) months – if additional support is needed, an amendment will be agreed upon with the City and Hazen.

| ACCOUNT SUMMARY | | BUDGET TRANSFER 005/26/2026 | |
|-------------------|--|-----------------------------|--------------------|
| | | Hazen Zone 1 and Hospital | |
| ACCOUNT | | 5274001-5306 | 5285001-5892-C0877 |
| BUDGET | | \$ 2,000,000.00 | \$ 2,300,000.00 |
| ACTUAL | | \$ (774,518.93) | \$ - |
| PREVIOUS TRANSFER | | \$ - | \$ - |
| ENCUMBRANCES | | \$ (2,304,351.95) | \$ - |
| | | FY26 | \$ - |
| AVAILABLE | | \$ (1,078,870.88) | \$ 2,300,000.00 |
| BUDGET TRANSFER | | \$ 1,500,000.00 | \$ (1,500,000.00) |
| NEW ACCT BALANCE | | \$ 421,129.12 | \$ 800,000.00 |

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

Topic:

Water: Fire Hydrant Purchase - Core & Main (Martinsburg, WV) \$89,487.96

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

CONSENT_HYDRANT_PURCHASE_CORE___MAIN_05262026.pdf

CONSENT
HYDRANTS
CORE&MAIN
05262026

QUOTE_HYDRANTS_CORE_MAIN_05262026.pdf

QUOTE HYDRANTS
CORE&MAIN
05262026

| 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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REVIEWED AND APPROVED AS FOLLOWS:

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| <p>(1) Department Director and Division Manager <u>COMMENTS</u></p> <p>_____ Signature / Date</p> | | <p>_____ Signature / Date</p> |
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| <p>(4) City Administrator <u>COMMENTS</u></p> <p>_____ Signature / Date</p> | | <p>_____ Signature / Date</p> |



Bid Proposal for Hagerstown Hydrant Quote

| | | |
|----------|---|--|
| CUSTOMER | CITY OF HAGERSTOWN 51 Memorial Blvd W Hagerstown, MD 21740 | Job Hagerstown Hydrant Quote Hagerstown, MD Bid Date: 05/05/2026 Bid #: 4917459 |
| | Sales Representative Joel Shank (T) 304-263-6986 (F) 304-263-7009 Joel.Shank@coreandmain.com | Core & Main 117 Industrial Circle Martinsburg, WV 25403 (T) 3042636986 |
| CONTACT | | |
| NOTES | | |



Bid Proposal for Hagerstown Hydrant Quote

CITY OF HAGERSTOWN
Job Location: Hagerstown, MD
Bid Date: 05/05/2026
Core & Main Bid #: 4917459

Core & Main
117 Industrial Circle
Martinsburg, WV 25403
Phone: 3042636986
Fax: 3042637009

| Seq# | Qty | Part Number | Description | Units | Price | Ext Price |
|------|-----|--------------|--|-------|------------------|------------------|
| 10 | 12 | 606486M3B84B | ACIPCO B84B 6 VO 4-0 HYD HAGER STOWN 6IN VALVE OPENING | EA | 3,645.78 | 43,749.36 |
| 20 | 12 | NS | ACIPCO B84B 6 VO 5-0 HYD HAGER STOWN 6IN VALVE OPENING | EA | 3,811.55 | 45,738.60 |
| | | | | | Sub Total | 89,487.96 |
| | | | | | Tax | 0.00 |
| | | | | | Total | 89,487.96 |

Branch Terms:

This quotation represents Core & Main’s interpretation of the plans and specifications as of the date of this document and is provided solely as an aid to bidding. Customers are responsible for verifying all materials and quantities prior to bidding or ordering. Prices are based on purchase of the quoted materials in their entirety and assume full truckload freight-paid releases; lesser quantities may incur additional shipping and handling charges. All quoted prices exclude applicable sales taxes. Prices are subject to change if scope, specifications, or quantities are altered, or due to factors such as government regulations, tariffs, transportation, fuel, and raw material costs.

PVC pipe pricing is based on availability at the time of shipping unless otherwise noted. HDPE pricing is valid for 10 days from the quote date and may be revised if quantities change. Quoted prices are firm for shipment within 30 days of the quote date unless otherwise noted. Special-order or non-stock item

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER’S ACCEPTANCE OF SELLER’S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

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

Topic:

Water: FY27 Patching Contract Renewal - Henson and Son, Inc. (Hagerstown, MD) \$472,128.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

FY27_CONSENT_PATCHING_CONTRACT.pdf

FY27_LINE_ITEM_COSTS.pdf

CONTRACT_RENEWAL_PROVISION.pdf

FY27_HENSON_PRICING.pdf

B1825.24_BID_TAB_REPORT.pdf

Description

CONSENT HENSON
05262026

UPDATED UNIT COST
SUMMARY 05262026

CONTRACT RENEWAL
PROVISION

HENSON LETTER

BID TAB FY25

| PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO | | |
|---|--|--|
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| <p>(3) Chief Financial Officer <u>COMMENTS</u></p> <p>_____ Signature / Date</p> | | <p>_____ Signature / Date</p> |
| <p>(4) City Administrator <u>COMMENTS</u></p> <p>_____ Signature / Date</p> | | <p>_____ Signature / Date</p> |

SCHEDULE OF PRICES

| Item No. | Description | Units | Estimated Quantity | Unit Price FY25 & FY26 | FY25 & FY26 Subtotal | Unit Price FY27 | FY27 Subtotal |
|----------|--|-------|--------------------|------------------------|----------------------|-----------------|---------------|
| 1 | CITY METHOD "B" (10" Concrete Base, 2" surface) completed in 6-20 days | s.f | 10,000 | \$ 14.70 | \$ 147,000.00 | \$ 15.44 | \$ 154,400.00 |
| 1A | CITY METHOD "B" (10" Concrete Base, 2" surface) completed in 0-5 days | s.f | 500 | \$ 16.09 | \$ 8,045.00 | \$ 16.89 | \$ 8,445.00 |
| 2 | CITY METHOD "C" (6" Asphalt Base - 2 layers, 2" Surface) completed in 6-20 days | s.f | 10,000 | \$ 12.94 | \$ 129,400.00 | \$ 13.59 | \$ 135,900.00 |
| 2A | CITY METHOD "C" (6" Asphalt Base - 2 layers, 2" Surface) completed in 0-5 days | s.f | 500 | \$ 14.17 | \$ 7,085.00 | \$ 14.88 | \$ 7,440.00 |
| 3 | COUNTY ROADWAY AND SHOULDER REPAIR (3"+3" Asphalt Base, 2" surface) completed in 6-20 days | s.f | 4,000 | \$ 12.94 | \$ 51,760.00 | \$ 13.59 | \$ 54,360.00 |
| 3A | COUNTY ROADWAY AND SHOULDER REPAIR (3"+3" Asphalt Base, 2" surface) completed in 0-6 days | s.f | 500 | \$ 14.17 | \$ 7,085.00 | \$ 14.88 | \$ 7,440.00 |
| 4 | STATE ROADWAY REPAIR (4"+3"+3" Asphalt Base, 2" Surface) completed in 6-20 days | s.f | 2,000 | \$ 18.85 | \$ 37,700.00 | \$ 19.79 | \$ 39,580.00 |
| 4A | STATE ROADWAY REPAIR (4"+3"+3" Asphalt Base, 2" Surface) completed in 0-6 days | s.f | 100 | \$ 20.64 | \$ 2,064.00 | \$ 21.67 | \$ 2,167.00 |
| 5 | STATE SHOULDER REPAIR (3"+3" Asphalt Base, 2" Surface) completed in 6-20 days | s.f | 1,000 | \$ 13.94 | \$ 13,940.00 | \$ 14.64 | \$ 14,640.00 |
| 5A | STATE SHOULDER REPAIR (3"+3" Asphalt Base, 2" Surface) completed in 0-6 days | s.f | 100 | \$ 15.17 | \$ 1,517.00 | \$ 15.93 | \$ 1,593.00 |
| 6 | 4" SIDEWALK (per City Standards) completed in 6-20 days | s.f | 1,000 | \$ 12.72 | \$ 12,720.00 | \$ 13.36 | \$ 13,360.00 |
| 6A | 4" SIDEWALK (per City Standards) completed in 0-6 days | s.f | 100 | \$ 13.93 | \$ 1,393.00 | \$ 14.63 | \$ 1,463.00 |
| 7 | 6" SIDEWALK (per City Standards) completed in 6-20 days | s.f | 50 | \$ 16.12 | \$ 806.00 | \$ 16.93 | \$ 846.50 |
| 7A | 6" SIDEWALK (per City Standards) completed in 0-6 days | s.f | 100 | \$ 17.65 | \$ 1,765.00 | \$ 18.53 | \$ 1,853.00 |
| | | | | | \$ 422,280.00 | | \$ 443,487.50 |

| Item No. | Description | Units | Estimated Quantity | Unit Price FY25 & FY26 | FY25 & FY26 Subtotal | Unit Price FY27 | Bid Subtotal |
|----------|--|-------|--------------------|------------------------|----------------------|-----------------|--------------|
| 8 | DRIVEWAY (1.5" to 2" Surface) completed in 6-20 days | s.f | 500 | \$ 6.48 | \$ 3,240.00 | \$ 6.80 | \$ 3,400.00 |
| 8A | DRIVEWAY (1.5" to 2" Surface) completed in 0-6 days | s.f | 100 | \$ 7.32 | \$ 732.00 | \$ 7.69 | \$ 769.00 |
| 9 | CURBING (per City Standards) completed in 6-20 days | l.f | 50 | \$ 54.95 | \$ 2,747.50 | \$ 57.70 | \$ 2,885.00 |
| 9A | CURBING (per City Standards) completed in 0-6 days | l.f | 20 | \$ 60.17 | \$ 1,203.40 | \$ 63.18 | \$ 1,263.60 |
| 10 | CURB & GUTTER (per City Standards) completed in 6-20 days | l.f | 60 | \$ 62.82 | \$ 3,769.20 | \$ 65.96 | \$ 3,957.60 |
| 10A | CURB & GUTTER (per City Standards) completed in 0-6 days | l.f | 60 | \$ 68.79 | \$ 4,127.40 | \$ 72.23 | \$ 4,333.80 |
| 11 | TOPSOIL, SEED & MULCHING completed in 6-20 days | s.f | 1,000 | \$ 2.21 | \$ 2,210.00 | \$ 2.32 | \$ 2,320.00 |
| 11A | TOPSOIL, SEED & MULCHING completed in 0-6 days | s.f | 100 | \$ 2.42 | \$ 242.00 | \$ 2.54 | \$ 254.00 |

| | | | | | | | |
|---------------|---|-----|-----|-----------|---------------|--------------|---------------|
| 12 | METER VAULT LID REPAIR based on 5X7X6 vault lid. City to provide doors | s.f | 35 | \$ 150.00 | \$ 5,250.00 | \$ 157.50 | \$ 5,512.50 |
| 13 | RESIDENTIAL ALLEY PATCH 6" thick concrete inverted crown slab with 1 layer of wire mesh completed in 6-20 days | s.f | 100 | \$ 16.12 | \$ 1,612.00 | \$ 16.93 | \$ 1,693.00 |
| 14 | COMMERCIAL ALLEY PATCH 8" thick concrete inverted crown slab with 2 layers of mesh completed in 6-20 days | s.f | 100 | \$ 21.45 | \$ 2,145.00 | \$ 22.52 | \$ 2,252.00 |
| | | | | | \$ 27,278.50 | | \$ 28,640.50 |
| | | | | | \$ 449,558.50 | \$ 22,569.50 | \$ 472,128.00 |
| Project Total | | | | \$ | 472,128.00 | | |

GENERAL CONDITIONS

1. Time of Completions. The time of completion of the work is of vital importance and the Contractor will be required to complete the work in a timely fashion. It will be necessary for the Bidder to satisfy the City of his/her ability to do so. All repairs or releases shall be completed within twenty (20) days from the date of issue OR, when directed by the City, shall be completed within five (5) days or less from the date of issue. Repairs within the City limits are to be completed before the “deadline date” provided with the release to repair. The City of Hagerstown reserves the right to dictate the order in which repairs are completed.
2. Liquidated Damages. Liquidated damages will be assessed at the rate of two hundred and fifty dollars (\$250.00) per day for repairs not completed within the five days when directed by the City or five hundred dollars (\$500.00) per day for repairs not completed within twenty (20) days when directed by the City. For repairs issued to be repaired within five (5) days but are completed between six (6) and twenty (20) days, the contractor will be charged for liquidated damages and, upon successful completion of the repair, will be paid at the reduced rate for six (6) to twenty (20) day repair.
3. Crack Sealant shall be applied to ALL paving/asphalt repairs. Sand shall be “sprinkled” over crack sealant to limit tracking.
4. Line marking shall be completed in accordance with all applicable SHA, County, and/or City standards. City shall reimburse contractor for this service. The contractor is entitled to a ten (10) percent markup of any subcontracting expenses for this service. The city of Hagerstown does not make any guarantee as to the proposed estimated quantities as these are provided for reference only. The City also reserves the right to perform any or all portions of a permanent repair.
5. Contract Document adjustments for asphalt. An adjustment will be made to the final contract unit price for hot asphalt superpave bituminous concrete if the price of asphalt binder fluctuates significantly from the prevailing price as quoted in the contract documents. The prevailing base price of PG 64-22 asphalt cement during the month of March 2019 for this project as determined by the MSHA is \$475.00* per ton. When a grade other than PG 64-22 is specified by the contract documents, the cost differential, if any, must be reflected in the price bid per ton of hot mix asphalt superpave bituminous concrete. The base price of PG 64-22 asphalt cement may be adjusted no more than twice during the contract period. To obtain the prevailing monthly price adjustments for asphalt as determined by the Maryland State Highway Administration (MSHA), the website is: www.mdasphalt.org
6. Contract may be extended for two (2) additional one (1) year contract periods under mutually agreeable terms. Contractor must make request in writing to the Water Operations Manager for a contract extension at least 90 calendar days prior to the contract expiration date.
7. City of Hagerstown, Maryland “Engineering Details” can be found in Appendix A. State Highway Administration “Engineering Details” can be found in Appendix B.



975 Mt. Aetna Road
Hagerstown, MD 21740
301-733-3783- Office
301-733-2533- Fax

Please see our attached pricing list for FY 2027.

Let me know if you have any questions.

Thank you,

SCHEDULE OF PRICES

| Item No. | Description | Units | Estimated Quantity | Unit Price | Bid Subtotal |
|----------|---|-------|--------------------|------------|---------------|
| 1 | CITY METHOD "B" (10" Concrete Base, 2" surface) completed in 6-20 days | s.f | 10,000 | \$ 15.44 | \$ 154,400.00 |
| 1A | CITY METHOD "B" (10" Concrete Base, 2" surface) completed in 0-5 days | s.f | 500 | \$ 16.89 | \$ 8,445.00 |
| 2 | CITY METHOD "C" (6" Asphalt Base - 2 layers, 2" Surface) completed in 6-20 days | s.f | 10,000 | \$ 13.59 | \$ 135,900.00 |
| 2A | CITY METHOD "C" (6" Asphalt Base - 2 layers, 2" Surface) completed in 0-5 days | s.f | 500 | \$ 14.88 | \$ 7,440.00 |
| 3 | COUNTY ROADWAY AND SHOULDER REPAIR (3"+3" Asphalt Base, 2" surface) completed in 6-20 days | s.f | 4,000 | \$ 13.59 | \$ 54,360.00 |
| 3A | COUNTY ROADWAY AND SHOULDER REPAIR (3"+3" Asphalt Base, 2" surface) completed in 0-6 days | s.f | 500 | \$ 14.88 | \$ 7,440.00 |
| 4 | STATE ROADWAY REPAIR (4"+3"+3" Asphalt Base, 2" Surface) completed in 6-20 days | s.f | 2,000 | \$ 19.79 | \$ 39,580.00 |
| 4A | STATE ROADWAY REPAIR (4"+3"+3" Asphalt Base, 2" Surface) completed in 0-6 days | s.f | 100 | \$ 21.67 | \$ 2,167.00 |
| 5 | STATE SHOULDER REPAIR (3"+3" Asphalt Base, 2" Surface) completed in 6-20 days | s.f | 1,000 | \$ 14.64 | \$ 14,640.00 |
| 5A | STATE SHOULDER REPAIR (3"+3" Asphalt Base, 2" Surface) completed in 0-6 days | s.f | 100 | \$ 15.93 | \$ 1,593.00 |
| 6 | 4" SIDEWALK (per City Standards) completed in 6-20 days | s.f | 1,000 | \$ 13.36 | \$ 13,360.00 |
| 6A | 4" SIDEWALK (per City Standards) completed in 0-6 days | s.f | 100 | \$ 14.63 | \$ 1,463.00 |
| 7 | 6" SIDEWALK (per City Standards) completed in 6-20 days | s.f | 50 | \$ 16.93 | \$ 846.50 |
| 7A | 6" SIDEWALK (per City Standards) completed in 0-6 days | s.f | 100 | \$ 18.53 | \$ 1,853.00 |

| Item No. | Description | Units | Estimated Quantity | Unit Price | Bid Subtotal |
|---------------|---|-------|--------------------|---------------|--------------|
| 8 | DRIVEWAY (1.5" to 2" Surface) completed in 6-20 days | s.f | 500 | \$ 6.80 | \$ 3,400.00 |
| 8A | DRIVEWAY (1.5" to 2" Surface) completed in 0-6 days | s.f | 100 | \$ 7.69 | \$ 769.00 |
| 9 | CURBING (per City Standards) completed in 6-20 days | l.f | 50 | \$ 57.70 | \$ 2,885.00 |
| 9A | CURBING (per City Standards) completed in 0-6 days | l.f | 20 | \$ 63.18 | \$ 1,263.60 |
| 10 | CURB & GUTTER (per City Standards) completed in 6-20 days | l.f | 60 | \$ 65.96 | \$ 3,957.60 |
| 10A | CURB & GUTTER (per City Standards) completed in 0-6 days | l.f | 60 | \$ 72.23 | \$ 4,333.80 |
| 11 | TOPSOIL, SEED & MULCHING completed in 6-20 days | s.f | 1,000 | \$ 2.32 | \$ 2,320.00 |
| 11A | TOPSOIL, SEED & MULCHING completed in 0-6 days | s.f | 100 | \$ 2.54 | \$ 254.00 |
| 12 | METER VAULT LID REPAIR based on 5X7X6 vault lid. City to provide doors | s.f | 35 | \$ 157.50 | \$ 5,512.50 |
| 13 | RESIDENTIAL ALLEY PATCH 6" thick concrete inverted crown slab with 1 layer of wire mesh completed in 6-20 days | s.f | 100 | \$ 16.93 | \$ 1,693.00 |
| 14 | COMMERCIAL ALLEY PATCH 8" thick concrete inverted crown slab with 2 layers of mesh completed in 6-20 days | s.f | 100 | \$ 22.52 | \$ 2,252.00 |
| Project Total | | | | \$ 472,128.00 | |

**City of Hagerstown
Finance Department
Tabulation Report**

Title: Utility Patching Contract
No.: B1825.24
Deadline Date / Time: 6/18/24 @ 2:00 PM
Contact Person: Tyler French

| Company | C. William Hetzer, Inc | Huntzberry Brothers, Inc | North Construction, Inc | Henson & Son Inc |
|---------------|------------------------|--------------------------|-------------------------|------------------|
| Project Total | \$514,885.00 | \$452,645.00 | \$2,704,550.00 | \$449,558.50 |
| Vendor Forms | Yes | Yes | Yes | Yes |

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

Topic:

Water: Chlorinator Annual Maintenance Contract ~ Environmental Service and Equipment Company, LTD. (Marcus Hook, PA) \$11,732.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

CONSENT_CHLORINATOR_MAINTENANCE_05242026.pdf

CONSENT
CHLORINATORS
05262026

BUDGET_TRANSFER_WORKSHEET_FY26_CHLORINATORS.pdf

BUDGET
TRANSFER

QUOTE_ANNUAL_MAINTENANCE_CHLORINE_EQUIP_(2).pdf

QUOTE

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

| ACCOUNT SUMMARY | | BUDGET TRANSFER 05/26/2026 | |
|--------------------------|------|----------------------------|--------------------|
| | | Chlorinator Maintenance | |
| ACCOUNT | | 5270501-5329 | 5285001-5891-C0653 |
| BUDGET | | \$ 200,000.00 | \$ 745,000.00 |
| ACTUAL | | \$ (191,314.50) | \$ (397,121.93) |
| PREVIOUS TRANSFER | | \$ 100,000.00 | \$ (100,000.00) |
| ENCUMBRANCES | FY25 | | \$ - |
| | FY26 | \$ (4,367.55) | \$ (4,695.96) |
| | | | |
| AVAILABLE | | \$ 104,317.95 | \$ 243,182.11 |
| | | | |
| BUDGET TRANSFER | | \$ 25,000.00 | \$ (25,000.00) |
| FY27 BUDGET 5270501-5329 | | \$ 1,750,000.00 | |
| NEW ACCT BALANCE | | \$ 129,317.95 | \$ 218,182.11 |



FROM

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

PHONE

610-497-5900

FOR

Hagerstown Water

TO

Dan Statler

EMAIL

dstatler@hagerstownmd.org

ADDRESS

RC Wilson WTP
 10802 Water Works Road
 Williamsport
 MD 21795

MOBILE

301-302-3341

QUOTE NUMBER

3443

DATE

April 29, 2026

EXPIRY DATE

June 13, 2026 at 2:00 PM

Service Contract to perform yearly Preventative Maintenance on Chlorine Equipment

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

11,732.00

Total

\$11,732.00

Terms, Freight and Delivery:

Terms: Net 30 days

Scheduling: 6-8 weeks ARO

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

Thank you.

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

Topic:

Approval of an Ordinance: Zoning Map Amendment - Trolley Drive and Corboy Drive (ZM-2026-01)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Trolley_Drive_Adoption_Motion.pdf

Description

Motion: Adoption of an Ordinance: Zoning Map Amdendment - Trolley Drive and Corboy Drive (ZM-2026-01)

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: May 26, 2026

TOPIC: Adoption of an Ordinance: Zoning Map Amendment – Trolley Drive and Corboy Drive (ZM-2026-01)

| | |
|-------------------|-------|
| Charter Amendment | _____ |
| Code Amendment | _____ |
| Ordinance | X |
| Resolution | _____ |
| Other | _____ |

MOTION: I hereby move that the Mayor and City Council adopt an Ordinance to amend the Zoning Map of the City of Hagerstown to reclassify 8.79 acres, more or less as follows:

1. The entirety of Tax Map 0318, Parcel 828, being 6.27 acres, more or less and located on the east side of Emmert Road from the current RMOD (Residential Moderate Density) Zoning District to the N-MU (Neighborhood – Mixed Use) Zoning District, and
2. An area of 2.52 acres of Tax Map 0318, Parcel 163 consisting of those lands between Parcel 828, and the eastern edge of the right-of-way of Trolley Drive, from its current CG (Commercial General) zoning classification to the N-MU (Neighborhood – Mixed Use) Zoning District,

pursuant to the application and exhibits entered into the record in this matter and the attached Decision and Order.

| | |
|-----------------------|------------|
| DATE OF HEARING: | 02/24/2026 |
| DATE OF INTRODUCTION: | 04/28/2026 |
| DATE OF PASSAGE: | 05/26/2026 |
| EFFECTIVE DATE: | 06/25/2026 |

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
AND ZONING MAP OF THE CITY OF HAGERSTOWN**

WHEREAS; pursuant to the provisions of Article 4, Zoning, of the Land Management Code of the City of Hagerstown, Maryland, an application for rezoning and zoning map reclassification was made by TROLLEY DRIVE LLC, a Maryland limited liability company; and

WHEREAS; said application for zoning classification and amendment to the Zoning Map and Zoning Ordinance is known as Case No. ZM-2026-01; and

WHEREAS; the Mayor and City Council, as the duly constituted legislative body for the City held a Public Hearing on the proposed amendment in case ZM-2026-01 in compliance with the Zoning Ordinance on February 24, 2026, wherein the Applicants and the general public were given an opportunity to fully present evidence and information pertinent to the request for zoning classification amendment and amendment to the Zoning Ordinance;

WHEREAS; the Mayor and City Council, prior to and subsequent thereto, have complied with all of the provisions of the General Laws of the State of Maryland and the Zoning Ordinance for the City of Hagerstown; and

WHEREAS; said Mayor and City Council do find and determine in this case, based on said Public Hearing and the evidence presented therein, and having considered all of the criteria as set forth by the laws of the State of Maryland and the Zoning Ordinance, did on May 26, 2026, take formal action to approve the rezoning of the properties identified as Tax Map 0318, Parcel 828 and part of Tax Map 0318, Parcel 163, Hagerstown, Maryland.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council for Hagerstown, Maryland, that the zoning reclassification and zoning map amendment requesting Case No. ZM-2026-01 to reclassify Parcel 828 from its current RMOD (Residential Moderate Density) classification to a N-MU (Neighborhood Mixed Use) classification, and a portion of Parcel 163 from it's current CG (Commercial General) classification to a N-MU (Neighborhood Mixed Use) classification, is hereby granted pursuant to the conditions and requirements set forth in the Opinion and Findings of Fact and illustration, attached hereto as Exhibit A, and incorporated herein by reference.

WITNESS:

MAYOR AND CITY COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

William McIntire, Mayor

PUBLIC HEARING: 02/24/2026

DATE OF INTRODUCTION: 04/28/2026

DATE OF PASSAGE: 05/26/2026

EFFECTIVE DATE: 06/25/2026

EXHIBIT "A" ZONING
RECLASSIFICATION APPLICATION NO. ZM-2026-01

Applicant: Trolley Drive, LLC
Location: East of Emmert Road, West of Trolley Drive
Hagerstown, Maryland 21740

OPINION AND FINDINGS OF FACTS

The foregoing matter was originally heard at Public Hearing by the Mayor and City Council on February 24, 2026, in accordance with the provisions of the Zoning Ordinance for the City of Hagerstown, Maryland.

FINDINGS OF FACT

The properties, which are the subject of the proposed map amendment, are located on the east side of Emmert Road, the west side of Trolley Drive and on both sides of Corboy Drive.

The proposal was filed by the property owner.

The subject area to be rezoned consists of all or parts of two properties as follows:

The entirety of Tax Map 0318, Parcel 828, which consists of 6.27 acres, more or less, contains a dwelling and several agriculture outbuildings, as well as the dedicated street right of way and improvements for Corboy Drive, and an area of Tax Map 0318, Parcel 163, consisting of 2.52 acres, more or less, that is unimproved other than the recently completed construction of Trolley Drive.

The Applicant intends to develop the parcels as one, however no specific plans have been proposed nor are any a part of this rezoning application. Parcel 828 is located currently in the RMOD (Residential Moderate Density) Zoning District while Parcel 163 is located in the CG (Commercial General) Zoning District. Parcel 163 is bisected by the right-of-way of Trolley Drive. That portion of the property east of Trolley Drive will remain in the CG (Commercial General) Zoning District and is not proposed for reclassification with this application.

The two adjoining properties are wide and shallow in configuration (portions of Parcel 163 being only about 125 feet deep), making logical development of the two properties difficult with separate and different zoning classifications. Reclassifying the properties to a common classification will create conditions that allow for the more logical development of the adjoining tracts.

The applicant presented a definition of "neighborhood" that included areas south of Hebb Road, approximately east of the Corporation of Funkstown, north of Interstate 70 and west of US Route 40 (Dual Highway) and in so doing, demonstrated that annexations, development and road improvements within that area created a "change in the character of the neighborhood" that warrants approval of this request.

CONCLUSION

Therefore, the Mayor and City Council find that those matters contained in the staff analysis and presented by the applicants at the Public Hearing on February 24, 2026, to be true and accurate, and that all procedural requirements prerequisite to approval of the reclassification of the lands subject to this application have been met. The Mayor and City Council find as a matter of fact the following:

1. The Applicant has sufficiently demonstrated that the current classification of the area in question is inappropriate due to a change in the character of the neighborhood pursuant to Maryland law; and
2. The appropriate classification of the area in question, as depicted on the illustration included in this exhibit, is N-MU (Neighborhood – Mixed Use); and
3. The proposal generally does not violate the spirit and intent of the Zoning Ordinance; and
4. The proposal will not materially or adversely affect adjoining properties.

MAYOR AND COUNCIL FOR THE
CITY OF HAGERSTOWN, MARYLAND

By: _____
William McIntire, Mayor

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

Topic:

Approval of an Ordinance: Zoning Map Amendment - Evergreen Property North side of Eastern Boulevard and east side of Leitersburg Pike (ZM-2026-02)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Evergreen_Adoption_Motion.pdf

Description

Motion: Adoption of an Ordinance: Zoning Map Amdendment - "Evergreen Property" North side of Eastern Boulevard and east side of Leitersburg Pike (ZM-2026-02)

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: May 26, 2026

TOPIC: Adoption of an Ordinance: Zoning Map Amendment – “Evergreen Property”
North side of Eastern Boulevard and east side of Leitersburg Pike (ZM-2026-02)

| | |
|-------------------|-------|
| Charter Amendment | _____ |
| Code Amendment | _____ |
| Ordinance | X |
| Resolution | _____ |
| Other | _____ |

MOTION: I hereby move that the Mayor and City Council adopt an Ordinance to amend the Zoning Map of the City of Hagerstown to reclassify 3.65 acres, more or less on lands identified as Tax Map 0038, Parcel 0890, located on the north side of Eastern Boulevard and on the east side of Leitersburg Pike from the current CL (Commercial Local) Zoning District to the CG (Commercial General) Zoning District pursuant to the application and exhibits entered into the record in this matter and the attached Decision and Order.

| | |
|-----------------------|------------|
| DATE OF HEARING: | 02/24/2026 |
| DATE OF INTRODUCTION: | 04/28/2026 |
| DATE OF PASSAGE: | 05/26/2026 |
| EFFECTIVE DATE: | 06/25/2026 |

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
AND ZONING MAP OF THE CITY OF HAGERSTOWN**

WHEREAS; pursuant to the provisions of Article 4, Zoning, of the Land Management Code of the City of Hagerstown, Maryland, an application for rezoning and zoning map reclassification was made by CORNERVIEW LLC, a Maryland limited liability company; and

WHEREAS; said application for zoning classification and amendment to the Zoning Map and Zoning Ordinance is known as Case No. ZM-2026-02; and

WHEREAS; the Mayor and City Council, as the duly constituted legislative body for the City held a Public Hearing on the proposed amendment in case ZM-2026-02 in compliance with the Zoning Ordinance on February 24, 2026, wherein the Applicants and the general public were given an opportunity to fully present evidence and information pertinent to the request for zoning classification amendment and amendment to the Zoning Ordinance;

WHEREAS; the Mayor and City Council, prior to and subsequent thereto, have complied with all of the provisions of the General Laws of the State of Maryland and the Zoning Ordinance for the City of Hagerstown; and

WHEREAS; said Mayor and City Council do find and determine in this case, based on said Public Hearing and the evidence presented therein, and having considered all of the criteria as set forth by the laws of the State of Maryland and the Zoning Ordinance, did on May 26, 2026, take formal action to approve the rezoning of the property identified as Tax Map 0038, Parcel 0890 and located on the north side of Eastern Boulevard, Hagerstown, Maryland.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council for Hagerstown, Maryland, that the zoning reclassification and zoning map amendment requesting Case No. ZM-2026-02 to reclassify Parcel 0890 from its current CL (Commercial Local) classification to a CG (Commercial General) is hereby granted pursuant to the conditions and requirements set forth in the Opinion and Findings of Fact and illustration, attached hereto as Exhibit A, and incorporated herein by reference.

WITNESS:

MAYOR AND CITY COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

William McIntire, Mayor

| | |
|-----------------------|------------|
| PUBLIC HEARING: | 02/24/2026 |
| DATE OF INTRODUCTION: | 04/28/2026 |
| DATE OF PASSAGE: | 05/26/2026 |
| EFFECTIVE DATE: | 06/25/2026 |

EXHIBIT "A" ZONING
RECLASSIFICATION APPLICATION NO. ZM-2026-02

Applicant: Cornerview, LLC
Location: East Leitersburg Pike, North of Eastern Blvd.
Hagerstown, Maryland 21742

OPINION AND FINDINGS OF FACTS

The foregoing matter was originally heard at Public Hearing by the Mayor and City Council on February 24, 2026, in accordance with the provisions of the Zoning Ordinance for the City of Hagerstown, Maryland.

FINDINGS OF FACT

The property, which is the subject of the proposed map amendment, is located on the east side of Leitersburg Pike and the north side of Eastern Boulevard.

The proposal was filed by the property owner.

The subject area to be rezoned consists of all of one property as follows: The entirety of Tax Map 0038, Parcel 0890, which consists of 3.65 acres, more or less and is unimproved. A portion of the northeast corner of the property is located in the 100-year floodplain as depicted on the FEMA Flood Plan Map dated 2017.

The Applicant has no imminent plans to develop the property, which is located currently in the CL (Commercial Local) Zoning District.

The property has sat undeveloped for many years, regardless of its location at one of the busiest intersections in the City of Hagerstown. The property is also affected by steep slopes in the northern portions of the property and limited access opportunities on both adjoining roads related to dividing islands in the road, sight distance and required distances between intersections. Currently and in the past, the property has been assigned zoning classifications intended to limit its development, ostensibly to protect residential areas across a four-lane roadway from the property. The current CL District seriously limits the array of potential commercial uses of the property. The property was previously zoned POM (Planned Office Mixed) but again, no viable development of this property could be achieved under this zoning classification when combined to the other constraints on the property.

The applicant presented a definition of "neighborhood" that included areas roughly east of Oak Hill Avenue, north of Northern Avenue and Eastern Boulevard, south of Conamar Drive and west of the YMCA complex, describing various improvements to this area in the recent past that created a "change in the character of the neighborhood" that warrants approval of this request. The applicant also presented a position that the location of the property at a busy intersection, but one that limits access to it, site topography and the lower intensity zoning of the property currently and previously assigned constitutes a mistake in the current CL (Commercial Local) Zoning District. The applicant asserts the correct zoning of the property should be CG (Commercial General).

CONCLUSION

Therefore, the Mayor and City Council find that those matters contained in the staff analysis and presented by the applicants at the Public Hearing on February 24, 2026, to be true and accurate, and that all procedural requirements prerequisite to approval of the reclassification of the lands subject to this application have been met. The Mayor and City Council find as a matter of fact the following:

1. The Applicant has sufficiently demonstrated that the current classification of the area in question is inappropriate due to a change in the character of the neighborhood pursuant to Maryland law; and
2. The Applicant has sufficiently demonstrated that the current classification of the area in question is inappropriate, as evidenced by the inability to achieve a viable scheme for development at an otherwise highly visible location, and
3. The appropriate classification of the area in question, as depicted on the illustration included in this exhibit, is CG (Commercial General); and
4. The proposal generally does not violate the spirit and intent of the Zoning Ordinance; and
5. The proposal will not materially or adversely affect adjoining properties.

MAYOR AND COUNCIL FOR THE
CITY OF HAGERSTOWN, MARYLAND

By: _____

William McIntire, Mayor

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

Topic:

Approval of a Resolution: Approval of an Operating Agreement with the Hagerstown Ice Amateur Athletic Association (HIAAA) for 2026 through 2028

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

HIAAA_Ice_Rink_Operating_Agreement_2026-2028_Council_Packet.pdf

Description

Hagerstown Ice Amateur Athletic Association Ice Rink Operating Agreement 2026 - 2028



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: May 4, 2026

RE: Hagerstown Ice Amateur Athletic Association
Ice Rink Operating Agreement 2026 - 2028

RECOMMENDATION

Staff recommends the Mayor and Council enter into an Ice Rink Operating Agreement with the Hagerstown Ice Amateur Athletic Association (HIAAA). The agreement would be for a term of 2 years beginning July 1, 2026 and ending June 30, 2028.

DISCUSSION

The current Operating Agreement between the City and the HIAAA expires on June 30, 2026. The proposed 2-year agreement contains much of the same language as the previous agreement. The proposed agreement includes some new language including capping the City's 75% share of replacement/maintenance costs for the ice-making system, dehumidifying system, and dasher boards to \$25,000 annually.

FINANCIAL IMPACT

The yearly rent will be \$3,000 per month (\$36,000 annually). The City's payment of utilities is capped at \$95,000 based on the average cost of water, sewer, electricity, and natural gas over the previous years. Utility costs exceeding \$95,000 are to be reimbursed to the City by the HIAAA.

CONCLUSION

Staff recommends entering into the operating agreement with HIAAA.

Att: Operating agreement, motion, resolution
C: Parks Department (digital copy)
Finance Department (digital copy)

Public Works Department
51 West Memorial Blvd.
Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 178

Parks and Recreation Division
351 North Cleveland Ave.
Hagerstown, MD 21740
Ext. 169

Parking Division
1 E. Franklin St.
Hagerstown, MD 21740
Ext.479

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: May 26, 2026

TOPIC: **APPROVAL OF A RESOLUTION: APPROVAL OF AN OPERATING AGREEMENT WITH THE HAGERSTOWN ICE AMATEUR ATHLETIC ASSOCIATION, INCORPORATED.**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the approval of a resolution to enter into an Operating Agreement between the City of Hagerstown and the Hagerstown Ice Amateur Athletic Association, Incorporated for the operating and management services in connection with the operation of the Ice & Sports Complex located at 580 Security Road.

The term of the lease shall be for a 2-year term from July 1, 2026, through June 30, 2028.

Rent shall be Three Thousand and 00/100 Dollars (\$3,000.00) per month.

Date of Introduction: May 26, 2026

Date of Passage: May 26, 2026

Effective Date: May 26, 2026

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE ENTRY INTO A NEW
ICE RINK OPERATING AGREEMENT FOR A
TWO (2)-YEAR TERM WITH
THE HAGERSTOWN ICE AMATEUR
ATHLETIC ASSOCIATION, INCORPORATED**

RECITALS

WHEREAS, the City of Hagerstown (“City”) owns the Hagerstown Ice and Sports Complex located at 580 Security Road (the “Ice Rink”) and;

WHEREAS, the Hagerstown Ice Amateur Athletic Association Incorporated (“HIAAA”) has provided operating and management services in connection with the operation of the Ice Rink under an Operating Agreement, dated July 22, 2025, and with a one-year term from July 1, 2025 through June 30, 2026 (the “Original Agreement”); and

WHEREAS, the City desires to engage HIAAA to provide operating and management services in connection with the operation of the Ice Rink under a new Operating Agreement with a two-year term from July 1, 2026 through June 30, 2028; and

WHEREAS, the Mayor and Council of the City of Hagerstown find it to be in the best interests of the citizens of the City to enter into a new Ice Rink Operating Agreement with the HIAAA for services to be performed at the Ice Rink;

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 by reference as if restated herein verbatim.
2. That the Mayor be and is hereby authorized to execute and deliver to the Hagerstown Ice Amateur Athletic Association Incorporated the Ice Rink Operating Agreement, for a two-year term beginning on July 1, 2026, a copy of which is attached hereto and incorporated herein by reference.
3. That the Mayor be and is hereby authorized to execute and deliver any other documentation that may be necessary to effectuate the purposes of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
William B. McIntire, Mayor

Date of Introduction: May 26, 2026
Date of Passage: May 26, 2026
Effective Date: May 26, 2026

PREPARED BY:
SALVATORE & MORTON, LLC
City Attorneys

ICE RINK OPERATING AGREEMENT

This Agreement made this _____ day of _____, 2026, by and between the City of Hagerstown, a Maryland Municipal Corporation, hereinafter called “City” and the Hagerstown Ice Amateur Athletic Association, Incorporated, (“HIAAA”) a Maryland Non-Profit Corporation, hereinafter referred to as “Operator”.

WHEREAS, the City owns the Hagerstown Ice and Sports Complex located at 580 Security Road, Hagerstown, Maryland, hereinafter called “Ice Rink”, and

WHEREAS, the both parties are party to an Operating Agreement for the use, management and operation of the Ice Rink, which Agreement will expire on June 30, 2026, or earlier at the discretion of the City (“Original Agreement”); and

WHEREAS, the City and Operator desire to terminate the Original Agreement enter into a new Ice Rink Operating Agreement for a two (2)-year term commencing July 1, 2026 through June 30, 2028 (“Agreement”);

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Operator agree as follows:

1. TERM. The City shall allow and Operator shall use, manage and operate the Ice Rink for a two (2)-year period beginning on July 1, 2026 through June 30, 2028, subject to the terms and conditions of this Agreement.
2. REMUNERATION. Subject to its financial and other obligations contained herein, Operator shall be entitled to receive and maintain all proceeds arising from the operation of the Ice Rink.

3. MAINTENANCE RESPONSIBILITIES. In consideration of Operator operating the Ice Rink as hereinafter set forth, Operator shall perform the following maintenance responsibilities in connection with the operation of the Ice Rink:
- A. Keep the Ice Rink clean and to provide day-to-day maintenance of the Ice Rink as well as repair and replacement of all non-ice making equipment of the Ice Rink.
 - B. Be responsible for ice resurfacing, rink maintenance and operations of concessions, general cleaning and building maintenance, as well as opening, closing and securing the Ice Rink.
 - C. Clear snow, ice and other obstructions from all sidewalks and public walkways serving the Ice Rink.
 - D. Maintain, repair and replace all furniture, fixtures, non-ice-making equipment, both ice resurfacers and merchandise within the Ice Rink. Operator shall maintain and conduct day-to-day maintenance and repairs of all ice-making equipment at the Ice Rink. A service and maintenance agreement shall be obtained by Operator for this purpose, as necessary. Operator shall be responsible for the day-to-day maintenance and repair of the building, not to exceed normal wear and tear, and any necessary furniture, fixtures, dasher boards and equipment necessary for the operation of the rink. Operator shall continue to promptly reimburse the City for dumpster service for the Ice Rink (presently \$313.15/month, but subject to periodic rate increases as may be imposed by the hauler).

Maintenance and repair of the building structure and building mechanical systems in excess of normal wear and tear, shall be the responsibility of the City. Building mechanical systems shall not include the dehumidifying system and the ice making system. The City shall also be responsible for seventy-five percent (75%) of the costs of all necessary maintenance, repair and capital improvements for replacement or improvement of the ice-making system, dehumidifying system and replacement of the dasher boards (collectively, "Capital Systems"), unless caused by Operator's failure to maintain Capital Systems as required herein. Operator shall be responsible for twenty-five percent (25%) of the costs for maintenance, repair and/or replacement for the Capital Systems. The maximum contribution by the City for the costs for maintenance, repair and/or replacement for the Capital Systems in any rental year shall not exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00). In addition, it shall be at the sole discretion of the City to determine the need, timing and appropriateness of use of City funding for any Capital Systems or any components thereof. In the event that the City determines in its sole discretion that funding the maintenance, repair and/or repair for the Capital Systems is warranted, then each party shall promptly pay its share for the cost of any Capital Systems. In the event that the City determines in its sole discretion that maintenance, repair and/or replacement for the Capital Systems is not warranted, it shall have the right to terminate this Agreement upon thirty (30) days' written notice to the Operator.

4. OPERATOR FINANCIAL RESPONSIBILITIES. Operator hereby agrees to assume and undertake the following financial obligations in consideration of its right to use, manage and operate the Ice Rink.
- A. Pay all operating expenses of the Ice Rink during the term of the Agreement including propane, telephone and cable services. However, the City shall be responsible for all other utility expenses including water and sewer charges, electric and natural gas. Operator shall implement reasonable energy-saving efforts, procedures, and systems. The City's obligation for all other utility expenses including water and sewer charges, electric and natural gas shall not exceed NINETY FIVE THOUSAND DOLLARS (\$95,000.00) annually in any rental year, with this provision to be effective beginning rental year 2027. In the event that the City's obligation exceeds NINETY FIVE THOUSAND DOLLARS (\$95,000.00) in any fiscal year, then Operator shall promptly reimburse the City for any and all other utility expenses including water and sewer charges, electric and natural gas, in excess of that benchmark.
- B. Assume the costs associated with the operation of the ice resurfacers including, but not limited to, fuel, blade sharpening, repair, maintenance and replacement.
- C. Pay all water treatment expenses for the refrigeration system.
- D. If this Agreement is terminated for any reason and/or if Operator (a) goes out of business; (b) fails to maintain good standing with the SDAT; (c)

files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy or insolvency law or act, or makes an assignment for the benefit of creditors; (d) has involuntary proceedings instituted against it under any bankruptcy or insolvency law or act and not dismissed within ninety (90) days; (e) fails to perform or comply with any of the covenants or conditions of this Agreement, including but not limited to payment of rent, and fails to cure such breach within fifteen (15) days after written notice; and/or (f) ceases to operate the Ice Rink, then the Operator shall take all steps necessary, upon demand by the City, to transfer title of the newer ice resurfacer (the original is already owned by the City) to the City, subject to any security interest of the lender.

E. Beginning on July 1, 2026, Operator shall pay three thousand and 00/100 dollars (\$3,000.00) rent each month to the City on the 1st day of each month.

F. Obtain property and general liability insurance in commercially reasonable amounts covering the use, management and operation of the Ice Rink, including the newer ice resurfacer. The said policies shall name the City as an additional insured and Operator shall provide annual certificates of insurance to the City.

5. OPERATOR MANAGEMENT RESPONSIBILITIES. Operator shall be responsible for the general management of the Ice Rink which shall include, but not be limited to:

A. Managing the day-to-day operations of the Ice Rink as agreed to herein.

- B. Establishing reasonable rink and equipment rental rates and concession prices.
- C. Purchasing the necessary supplies, equipment, inventory and merchandise for the operation of the Ice Rink, the concessions and all aspects of the operation.
- D. Pursue all available opportunities to reduce costs by using City purchasing, stores and contract pricing. The City agrees to cooperate with Operator a concerted effort to reduce cost in the operation of the Ice Rink.
- E. Compliance with the following record keeping and reporting requirements:
 - i. Maintain a complete and accurate record of all financial transactions arising out of the operation of the Ice Rink and a list of all furniture, fixtures, equipment and other property of Operator.
 - ii. Monitor income and expenses to keep operations within budget.
 - iii. Provide quarterly reports of all income and expenses and cash flow arising out of the operation of the Ice Rink to the City.
 - iv. Report to the City any financial irregularities or any other improprieties or occurrences which could reflect negatively upon the Ice Rink, Operator or the City within two (2) business days of discovery.
 - v. Meet quarterly with City Staff and provide accurate financial and attendance figures.

- vi. Submit an Annual Report to the Mayor and Council of actual revenues and expenditures, attendance figures, rink use, marketing plan and goals, a copy of which shall be submitted to the City on or about October 1st of each year.
 - vii. Before November 30th of each year of the term, submit to City Staff an annual report of necessary, anticipated or desired capital expenditures for the next successive one (1) year period for the Ice Rink. It shall be in the City's sole discretion whether and when to fund any capital expenditures.
- F. Operator agrees to manage the Ice Rink to provide fair and equitable rink time to and for the following user groups and purposes:
1. Hagerstown Youth Hockey Association ("HYHA")
 2. Hagerstown Adult Hockey League ("HAHL")
 3. Washington County Northstars High School Hockey Club ("Northstars")
 4. Hagerstown Kodiak Sled Hockey Team ("Kodiaks")
 5. Hagerstown Edge Skating Academy ("HESA")
 6. West Virginia Vipers ("WV Vipers")
 7. Women's Hockey Team ("Mayhem")
 8. Novice Skating, Open Public Skating, and other non-league users.
 9. Other groups or programs which may be identified during the contract term.

Operator shall develop a schedule of use times that fairly meets the needs thereof to the extent reasonably practicable. Operator will also make available to the City, copies of its program and ice utilization calendars, such that the City will have current scheduling information for the Ice Rink.

G. Operator will hire, supervise, direct and compensate such employees (full or part time) as Operator deems necessary to permit the professional operation of the ice rink hereunder, including but not limited to a rink manager. The rink manager shall not be a voting member of the Operator board of directors or any of its member organizations, and shall report to and be supervised by the entire board of directors. Said employees shall at all times be considered employees of Operator and not the City, which assumes no liability for or control over such employees. Operator may continue to have volunteers perform some rink operation functions. All Ice Rink employees and volunteers shall be subject to criminal background investigations to be conducted by Operator and shall be covered by worker's compensation insurance obtained by Operator.

6. RIGHT OF ACCESS AND INSPECTION; NOTICE. The City shall have access to the Ice Rink at all times including while Operator or other users are conducting programs at the Ice Rink for inspection of the premises or any other purpose. To the extent possible, the City will make every effort to provide advance notice of its intention to access and/or inspect the Ice Rink and will make every effort to avoid interruption of operations, functions and/or programs at the Ice Rink.

Additionally, the City shall provide Operator with reasonable advance notice of all City-sponsored or-supported events at the Ice Rink, Fairgrounds Park or the surrounding area which may effect rink operation, parking or other functions of the Ice Rink.

7. INDEMNIFICATION. Operator shall indemnify and hold the City harmless from any and all claims, actions, causes of action or damages which arise out of its operation, use and management of the Ice Rink pursuant to this Agreement.
8. ASSET INVENTORY. The City hereby grants Operator a license to use the personal property of the City currently located at the Rink and set forth on the attached Exhibit A (the "Inventory"). The Inventory shall be updated annually on or before June 30th each year, with a complete copy of said updated Inventory to be provided to the City on or before July 10 each year.
9. REQUIREMENT OF TAX EXEMPT STATUS. The Operator has and shall maintain tax-exempt non-profit status. If the Operator takes any action which causes the tax exempt status of Operator to be questioned by the U.S. Treasury, or Comptroller of Maryland, or if Operator otherwise loses tax-exempt, non-profit status, either party may, upon sixty (60) days notice terminate this Agreement.
10. TERMINATION FOR BREACH. In addition to the City's rights contained elsewhere herein, should Operator be in breach of any of the terms of this Agreement, including but not limited to failure to make the payment of all operational expenses of the Ice Rink on a timely basis, and/or by the operation of the Ice Rink in an improper or unlawful manner, the City in its absolute discretion may terminate this Agreement upon sixty (60) days' written notice to Operator.

In the event of termination of the Agreement, Operator shall ensure that upon vacating the premises, the Ice Rink is clean of all trash and debris and in the same condition it was in at the beginning of the term of this Agreement, normal wear and tear excepted.

11. ANNUAL PERFORMANCE EVALUATION. The City of Hagerstown and Operator will meet annually to determine annual performance standards and evaluate Operator's prior year performance. Operator will be responsible to report on these performance standards annually to Mayor and City Council.
12. MISCELLANEOUS. This Agreement shall be governed by the laws of the State of Maryland, without regard to its conflicts of laws principles. No alterations, amendments or additions to this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

IN WITNESS WHEREOF the parties have hereunto set their hand and seal the day and year first above written.

ATTEST TO CORPORATE SEAL: CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
William B. McIntire, Mayor

ATTEST TO CORPORATE SEAL: THE HAGERSTOWN ICE AMATEUR ATHLETIC ASSOCIATION, INCORPORATED

Secretary

By: _____
Paul Sweeney, President

Ice Rink Inventory

(City property listed as Exhibit 'A' on March 15, 2018)

Actual physical inventory made on November 15, 2023

| Skate Room/Area: | Qty | ID # |
|--|------------|------------------------------|
| Shelving, Metal | 1 | I-001 |
| Skate Sharpener Holders, Assorted | 3 | I-004, 005 & 006 |
| Skate Sharpener, Automated, CAG ONE | 1 | I-003 |
| Skate Sharpener, Blademaster BR-903 XF | 1 | I-002 |
| | | |
| | | |
| Back Storage Room: | Qty | ID # |
| Laser Level System, Bosch | 1 | I-038 |
| Cabinet, File 2-dr Wood | 1 | I-039 |
| Cutter, Vinyl | 1 | I-077 |
| Laptop for Vinyl Cutter | 1 | I-078 |
| Press, Heat | 1 | I-076 |
| Shelving Units, Wire 1.5' x 4' x 6' | 5 | I-034, 35, 36, 37 & 40 |
| | | |
| | | |
| GM's Office: | Qty | ID # |
| Tool Box, Craftsman | 1 | I-068 |
| Safe, Digital Honeywell small | 4 | I-080 |
| Safe, Digital Sentry | 1 | I-079 |
| | | |
| | | |

| Employee Lounge: | Qty | ID # |
|---|------------|-------------|
| Shelf, 16-Cubby/Bookcase | 1 | I-026 |
| Cabinet, 2-dr Shelves "Wardrobe" | 1 | I-028 |
| Cabinet, File 4-dr Wide | 1 | I-027 |
| | | |
| | | |
| Concession Area: | Qty | ID # |
| Coffee Maker, Bunn CW | 1 | I-016 |
| Food Warmer / Display | 1 | I-008 |
| Freezer, Upright Victory Broken | 1 | I-015 |
| Pizza Oven | 1 | I-010 |
| Rack, 1' x 2' Brown | 2 | I-017 |
| Rack, 1' x 2' Silver | 1 | I-023 |
| Refrigerator, 2-Door Kool Aire / Display | 1 | I-014 |
| Refrigerator, Upright Victory Broken | 1 | I-013 |
| Table, Rolling, with Wire Shelf, Stainless | 1 | I-011 |
| Trash Can, Stainless | 1 | I-025 |
| Shelf, Wire Metal | 1 | I-012 |
| | | |
| Lobby Area: | Qty | ID # |
| Bench, Wood 6' x 32" x 16" | 6 | I-073 |
| Difibulator, AED | 1 | I-070 |
| TV/Display 32" Insignia LCD | 2 | I-072 |
| TV, 42" LCD (new in box?) | 3 | I-081 |
| Table, Folding Plastic Round 4' | 3 | I-074 |
| | | |
| | | |
| | | |
| Compressor Room: | Qty | ID # |
| Barrel, 100 gal. Ice In | 1 | I-043 |

| | | |
|--|------------|----------------|
| Dryer, Clothes | 1 | I-049 |
| Edger, Zamboni 8.5hp #2081 | 1 | I-041 |
| Ladder, 4' Fiberglass | 1 | I-055 |
| Washer, Clothes | 1 | I-048 |
| Washer, Power 4000 psi Simpson | 1 | I-051 |
| Zamboni, Model 520 Serial #5784 Parts | 1 | I-045 |
| | | |
| | | |
| Gear Room/Area: | Qty | ID # |
| Broom Ball Set | 1 | I-029 |
| Ice Divider Hardboard System 85' | 1 | I-033 |
| Scaffold, 6 ft Metal Tech | 1 | I-032 |
| Display, Metal Wire Squares | 2 | I-030 & 031 |
| | | |
| | | |
| Rink Area: | Qty | ID # |
| Goal, Ice Hockey | 4 | I-052 |
| Goal, Mini Ice Hockey | 6 | I-053 |
| Difibulator, AED | 1 | I-071 |
| Cart, Trash | 1 | I-082 |
| Tool Cabinet, Craftsman Rolling | 1 | I-058 |
| Rink Divider System 1' x 2', Patrol Border (120') | 2 | I-060 |
| Rink Divider System 8" x 12", Patrol Border (160') | 2 | I-059 |
| Cart, Hose Reel 250' of 3/4" Hose | 1 | I-056 |
| Wand, Ice/Making | 1 | I-057 |
| Cabinet, Metal 2-door 4' grey Zam Room | 1 | I-050 |
| | | |
| Near Home Team Bench: | Qty | ID # |
| Ladder, Extension Aluminum | 1 | I-062 |

| | | |
|--|------------|----------------|
| | | |
| | | |
| Hallway Near Men's Restroom: | Qty | ID # |
| Locker Unit, 15-Door Coin Op | 2 | I-063 & 064 |
| | | |
| | | |
| Various Areas: | Qty | ID # |
| Chair, Folding Metal | 70+ | I-065 |
| Chair, Office Rolling | 2 | I-066 & 067 |
| Fire Extinguishers | 10 | |
| Table 30" x 6', Folding Plastic | 8 | I-069 |
| | | |
| | | |
| Owned by HIAAA: ID # not applicable | Qty | |
| Goalie Equipment Set | 6 | |
| | | |

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

Topic:

Approval Of A Resolution: Approval To Reallocate Funding Previously Authorized For the Provision of Summer Camp Programming

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

2026_Reallocation_of_Summer_Camp_Funding_Motion_and_Resolution.docx.pdf

Approval Of
A Resolution:
Approval To
Reallocate
Funding
Previously
Authorized
For The
Provision OF
Summer
Camp
Programming

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: May 26, 2026

TOPIC: APPROVAL OF A RESOLUTION: APPROVAL TO REALLOCATE FUNDING PREVIOUSLY AUTHORIZED FOR THE PROVISION OF SUMMER CAMP PROGRAMMING

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the Mayor and Council to approve the reallocation of \$12,500 previously approved for the 2026 summer play camp to: (1) \$8,500 to the 2026 Parks & Recreation events, including by not limited to the Harvest Hoedown and similar events; and (2) a payment to the Beyond the Arc Foundation of \$4,000 to be used exclusively to support the Ruthann V. Monroe Summer Basketball League during the summer 2026 season.

| | |
|-----------------------|--------------|
| Date of Introduction: | May 26, 2026 |
| Date of Passage: | May 26, 2026 |
| Effective Date: | May 26, 2026 |

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE RE-ALLOCATION OF FUNDS PREVIOUSLY
AUTHORIZED FOR THE
PROVISION OF SUMMER CAMP PROGRAMMING**

RECITALS

WHEREAS, The City of Hagerstown, Maryland has, by Resolution effective on February 22, 2026, provided funding for certain summer play camp activities for children held within the corporate limits of the City of Hagerstown in a total allocation amount of \$75,000; and

WHEREAS, the City of Hagerstown has approved \$62,500 in specific Summer Camp funding for the 2026 camp season, leaving an amount of \$12,500;

WHEREAS, as a result, the funds may now be re-allocated to the City's Recreation Division within its Department of Public Works for use during fiscal year 2027;

WHEREAS, the Recreation Division has other projects which would benefit from additional funding, including : (1) \$8,500 to the 2026 Parks & Recreation events, including but not limited to the Harvest Hoedown and similar events; and (2) support for the Ruthann V. Monroe Summer Basketball League via a payment to its charitable sponsor, the Beyond the Arc Foundation Corporation (\$4,000); and

WHEREAS, The Mayor and Council find it to be in the best interests of the citizens of the City of Hagerstown to re-allocate the \$12,500 in funds previously approved for Summer Camps, with said re-allocation to occur as set forth in the previous paragraph of this Resolution.

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 aforementioned recitals are incorporated herein by reference.
2. That the Mayor be and is hereby authorized to reallocate \$12,500 previously approved for the 2026 summer play camp to: (1) \$8,500 to the 2026 Parks & Recreation events, including but not limited to the Harvest Hoedown and similar events; and (2) a payment to the Beyond the Arc Foundation (\$4,000.00) to be used exclusively to support for the Ruthann V. Monroe Summer Basketball League during the summer 2026 season.
3. That the Mayor and Department of Public Works Staff be and are hereby authorized to execute and deliver any other documentation necessary to effectuate the purpose of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

William B. McIntire, Mayor

Date of Introduction: May 26, 2026
Date of Passage: May 26, 2026
Effective Date: May 26, 2026

PREPARED BY:
Salvatore & Morton, LLC, City Attorney

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

Topic:

Approval of a Resolution: Approval of a Lease Agreement with Washington County Museum: 6 N. Potomac St. from July 13, 2026 through November 15, 2026

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Washington_County_Museum_of_Fine_Arts_Lease_Agreement_Council_Packet.pdf

Washington
County
Museum of
Fine Arts
Lease
Agreement



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator
Michelle Hepburn, Acting City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: May 7, 2026

RE: Washington County Museum of Fine Arts
Lease Agreement

MAYOR AND COUNCIL ACTION REQUESTED

Staff is asking the Mayor and Council to enter into a lease agreement with the Washington County Museum of Fine Arts (WCMFA). The lease is for the retail space in the Elizabeth Hager Center located on North Potomac Street.

DISCUSSION

The WCMFA holds a fundraiser in November of each year. They need a work space to sort and manage the donated items that will be auctioned. In 2025, they lost their previous work space and requested assistance from the City of Hagerstown. The City was able to accommodate their needs in the Elizabeth Hager Center from August through mid-November of 2025.

The Elizabeth Hager Center space, located at 6 N. Potomac St., is a vacant retail space of approximately 1,400 square feet that includes restrooms. There are currently no plans for a long-term tenant in the space. The WCMFA would occupy the space from July 13, 2026, through mid-November of 2026.

FINANCIAL IMPACT

The proposed rent is Zero Dollars (\$0.00). The City would pay for utilities and pest control, estimated to be a minimal cost. WCMFA would pay for parking, trash removal, and internet.

RECOMMENDATION

Staff recommends entering into a lease agreement with the WCMFA as detailed in the attached.

Att: Lease Agreement, Property Exhibit, Resolution, Motion
C: Finance Department
Jill Thompson, Department of Planning & Economic Development
Brittany Arizmendi, Director of Community Engagement

Public Works Department
51 West Memorial Blvd.
Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 178

Parks and Recreation Division
351 North Cleveland Ave.
Hagerstown, MD 21740
Ext. 169

Parking Division
1 E. Franklin St.
Hagerstown, MD 21740
Ext.479

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: May 26, 2026

TOPIC: APPROVAL OF A RESOLUTION: APPROVAL OF A LEASE AGREEMENT WITH THE WASHINGTON COUNTY MUSEUM OF FINE ARTS

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the approval of a resolution to enter into a lease agreement between the City of Hagerstown and the Washington County Museum of Fine Arts for retail space located at 6 North Potomac Street.

The lease agreement is from July 13, 2026, through November 15, 2026.

There will be no rental fee charged for the lease of this space.

| | |
|-----------------------|--------------|
| Date of Introduction: | May 26, 2026 |
| Date of Passage: | May 26, 2026 |
| Effective Date: | May 26, 2026 |

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN
TO ENTER INTO A LEASE AGREEMENT WITH THE
WASHINGTON COUNTY MUSEUM OF FINE ARTS, INC.
FOR A PORTION OF THE PROPERTY KNOWN AS
6 NORTH POTOMAC STREET,
HAGERSTOWN, MARYLAND**

RECITALS

WHEREAS, the City of Hagerstown owns improved property known as 6 North Potomac Street in Hagerstown, Maryland; and

WHEREAS, a portion of the said property is available for lease (“the Premises”); and

WHEREAS, the City of Hagerstown desires to lease said Premises to the WASHINGTON COUNTY MUSEUM OF FINE ARTS, INC., a Maryland Non-Profit Corporation (“WCMFA”), which owns and operates a museum located at 111 and 115 Key Street, Hagerstown; and

WHEREAS, WCMFA, desires to lease the Premises from the City for the purpose of cleaning, sorting and organizing items for its annual auction, and any related business activities incidental thereto for the period from July 13, 2026 through November 15, 2026; and

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens to do so;

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

1. That it adopts herein the foregoing Recitals and authorizes the City of Hagerstown to enter into a Lease Agreement with the WASHINGTON COUNTY MUSEUM OF FINE ARTS, INC. for the Premises, pursuant to the terms of the Lease Agreement attached hereto and incorporated herein by reference.
2. The Mayor be and is hereby authorized to execute and deliver the Lease Agreement attached hereto, and to execute any additional documentation required to effectuate the purpose of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

William B. McIntire, Mayor

Date of Introduction May 26, 2026
Date of Passage: May 26, 2026
Effective Date: May 26, 2026

Prepared by:
SALVATORE & MORTON, LLC
City Attorneys

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) entered into on ____ day of _____, 2026, by and between THE CITY OF HAGERSTOWN, a Maryland Municipal Corporation, existing under and by virtue of the laws of the State of Maryland, hereinafter called “City” or “Landlord,” and the WASHINGTON COUNTY MUSEUM OF FINE ARTS, INC., a Maryland Non-Profit Corporation, which owns and operates a museum located at 111 and 115 Key Street, Hagerstown, and is authorized to do business in the State of Maryland, hereinafter called “Tenant” or “WCMFA.”

WHEREAS, the City owns a certain improved real property located in Hagerstown, Washington County, Maryland, known as 6 North Potomac Street, (the “Property”); and

WHEREAS, the City desires to Lease a portion of the aforesaid Property to the Tenant; and

WHEREAS, Tenant desires to enter into a lease of a portion of the Property pursuant to the terms hereof;

NOW THEREFORE, in consideration of the obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

SECTION 1 **DEMISE OF PREMISES**

Landlord, for and in consideration of the payment of the rent and performance of the covenants and agreements hereinafter mentioned, hereby leases to Tenant and tenant hereby leases from Landlord all of the following space located at 6 North Potomac Street, First Floor, Hagerstown, Maryland, consisting of approximately 1,400 total square feet +/-, more particularly identified on the highlighted portion of the floor plan attached **Exhibit 1** (“the Premises”).

SECTION 2 **TERM**

The Premises described herein are leased by Landlord to Tenant for a term of 0 years and four (4) months beginning on the 13th day of July, 2026 and terminating on the 15th day of November, 2026 at and for rental as set forth in Section 3 – Rent. Upon the expiration of the term, the rights of the Parties shall be construed pursuant to Section 16 hereof. In no event shall the tenancy be extended or renewed absent an express written agreement between the Parties.

SECTION 3 **RENT**

For the entirety of the lease term, the monthly rental shall be Zero Dollars and 00/100 Cents (\$0).

SECTION 4
USE FEES; UTILITIES

Landlord shall be responsible for paying for electricity, gas, heating, and water. Landlord shall be responsible and pay for all pest/insect/rodent control services. Tenant shall be responsible for all trash removal services, parking and internet service.

TENANT SHALL NOT BE RESPONSIBLE FOR OR PAY REAL ESTATE PROPERTY TAXES. Tenant shall be responsible for any other applicable taxes or fees.

SECTION 5
COMPLIANCE TO MAINTAIN PROPERTY
IN COMPLIANCE WITH INSURANCE

Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Premises, anything which will contravene the policy or policies of insurance against loss by fire or other causes, or which will increase the rate of fire or other insurance on the Property beyond the current rate. Should any act of Tenant so increase the rate, then, in addition to the rent hereinabove provided for, Tenant shall be liable for such additional premium, which shall be payable when billed as additional rent. Tenant covenants that under no circumstances will it keep or permit to be kept, do or permit to be done, in or about the Premises, anything of a character so hazardous as to render it difficult, impracticable, or impossible to secure such insurance in companies acceptable to Landlord. Tenant further covenants, immediately upon notice, to remove from the Premises and/or to desist from any practice deemed by the insurance companies or the Fire Marshall as so affecting the insurance risk or otherwise presenting a hazard.

SECTION 6
MAINTENANCE

Tenant agrees to keep the interior of the Premises, including the fixtures, equipment and personality and appurtenances thereto in good repair and will make all ordinary and replacement repairs as its expense. Tenant agrees to be responsible for all interior and exterior window cleaning. Tenant shall be responsible for snow removal and cleaning on the front sidewalk as needed. Tenant shall maintain the Premises in a neat and clean condition and upon the expiration of the term of this Agreement surrender the entire premises in as good a state and condition as they were in at the commencement of the term, ordinary wear and tear excepted. If Tenant refuses or neglects to repair or replace the fixtures, equipment or personal property as required hereunder to the reasonable satisfaction of Landlord within a reasonable time following written demand to Tenant by Landlord, Landlord may make such repairs or replacements, and upon completion, Tenant shall pay Landlord's costs for making such repairs or replacements upon presentation of bills therefore, payable and collectible as additional rent.

Tenant shall be responsible and pay for all janitorial and cleaning services as may be required for the Premises.

Landlord agrees to keep and maintain in good order and repair the exterior, the roof and all structural parts of the Premises and the Property. Landlord shall maintain in good condition and repair the electrical, heating, cooling and plumbing systems which serve the Premises.

SECTION 7
ALTERATIONS

Tenant further covenants that it will not make any alterations, additions, or changes of any kind to the Premises, without first securing the written consent of Landlord, after submission of the plans therefor to Landlord for review and prior approval. Any alterations, additions, or changes as Landlord shall permit in writing shall be made at Tenant's expense. This shall not be construed to deny the Tenant the right to do usual and customary decorating of the Premises. Tenant agrees that all improvements to the Premises shall become the property of the Landlord at the time of installation.

SECTION 8
USE

The demised Premises shall be used by the Tenant solely for the purpose of cleaning, sorting and organizing items for its annual auction, and any related business activities incidental thereto. No other use may be made of the premises unless approved in writing by the Landlord.

SECTION 9
SIGNS

Tenant shall be permitted to install the name of Tenant and/or its trade name, on any interior walls. The Tenant may not erect or place any signs on the exterior of the Premises or Property, or which are visible from the exterior of the building unless same are in compliance with all applicable regulations and have been approved in writing and in advance by the Landlord. Said approval shall not be unreasonably withheld.

SECTION 10
ASSIGNMENT AND SUBLEASE

Tenant shall not assign this Lease nor sublet all or any portion of the Premises to any person or entity without prior written approval from Landlord. Said approval shall be in the sole and absolute discretion of the Landlord.

SECTION 11
INDEMNITY AND LIABILITY INSURANCE

Tenant shall save and hold harmless and indemnify Landlord, its agents, servants, employees, officers and representatives from any and all claims of whatsoever nature or kind arising directly or indirectly from Tenant's use of the Premises including any suits, demands, claims or fines of whatsoever nature or kind including personal injuries and property damage arising directly or indirectly under any circumstances by the exercise of the Tenant in the use of the premises.

Tenant agrees to maintain general liability, fire and casualty and property damage insurance with an insurance company acceptable to Landlord and to protect Landlord as an additional insured in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate. The insurer must be approved or acceptable to the Landlord. Such policy shall cover the demised Premises only and shall name Landlord as an additional insured. Said policies shall

provide for at least 30 days' notice to the Landlord before cancellation and an endorsement shall be delivered to Landlord. A certificate of insurance shall be furnished to Landlord upon the execution of this Lease, and annually thereafter.

SECTION 12
QUIET ENJOYMENT; SUBORDINATION TO MORTGAGES

Provided Tenant is not in default hereunder, Landlord agrees to permit Tenant quiet enjoyment of the Premises. Tenant agrees that this Lease is and shall be subordinate to any existing or future liens or encumbrances of the Premises either by Landlord or its successors or assigns.

SECTION 13
INSPECTION OF PREMISES

Tenant agrees that Landlord shall have the right to inspect the Premises at all reasonable times during business hours, and to place upon the Premises or Property, where Landlord shall choose, "For Sale" or "For Rent" signs at any time during the term of this agreement.

SECTION 14
FIRE DAMAGE/CONDEMNATION

In the event the Premises is damaged by fire, storm, the elements, act of God, pandemic, unavoidable accident and/or the public enemy, to such an extent as to render it partially untenable, Landlord shall restore such portion of the Premises so injured or damaged as speedily as possible. The rent shall abate proportionately on such part of the Premises as may have been rendered untenable until such time as such part shall be fit for use, and after which time, the full amount of rent reserved in this Lease shall be payable as hereinabove set forth. If the Premises is injured or damaged by any of the aforesaid causes to such an extent as to render the same wholly untenable, then this Lease shall thereupon become null and void, and all liability of Tenant shall terminate upon payment of all rent and additional rent or other charges due and payable to the date of such happening.

Should the Premises or any part thereof be condemned, appropriated and/or required for public use, then this Lease Agreement at the option of Landlord, shall terminate upon the date when the Premises or any part thereof shall be taken. Rent shall be apportioned as of the date of such termination. Tenant shall not be entitled to any portion of a damage award.

In the event of partial or entire untenability or condemnation, Landlord shall not be responsible for relocation costs and/or loss of business or income to Tenant. The term untenable shall be defined as meaning the premises are unable to be used for a commercial business.

SECTION 15
DEFAULT OF TENANT; REMEDIES OF LANDLORD

In addition to, and not in contravention of any other provision hereof, it is further agreed and understood that if any default is made in any provisions as herein agreed by the Tenant, then the relationship of Landlord and Tenant at the option of the Landlord shall wholly cease and terminate, and the Landlord, its agents or attorneys, shall have the absolute right to re-enter said premises and assume and take possession of the same and the said Tenant waives service of any

Notice of Intention to Re-enter, Notice to Terminate Tenancy, or Notice to quit or Demand for Possession. Landlord shall be entitled to an award of its reasonable attorney's fees in any court action in which it seeks to enforce its rights under this Lease.

SECTION 16
TENANT HOLDING OVER

This agreement shall terminate automatically upon the expiration of the initial term. However, if Tenant does not immediately surrender possession of the Premises upon the termination, and there is a holding over by Tenant, then and in said event, the tenancy of this lease shall be considered at will, and Landlord shall be entitled to retake possession of the Premises without any prior notice to Tenant. Tenant hereby waives Demand for Possession and Service of Notice to Re-enter and Notice of any kind in connection with the Landlord's right to re-enter and take possession of the Premises upon expiration of the term. If, despite the intent of the Parties, a Court of competent jurisdiction shall hold that a periodic tenancy exists upon the expiration of the initial term or any renewal hereof, the Parties hereto agree that said periodic tenancy shall be month-to-month at the monthly rent of ONE THOUSAND DOLLARS AND 00/100 CENTS (\$1000.00.)

SECTION 17
CONTINGENCY

It is recognized by and between the parties that it is necessary for the Landlord to pass a resolution approving the execution of this Lease and the provisions hereof. In the event that said resolution should not become effective for any reason, then in said event, this agreement is null and void of no effect. It is agreed that the necessary resolution required by the Landlord shall be introduced as expeditiously as possible.

SECTION 18
SMOKING

No smoking or vaping will be permitted on the Premises by the public or the guests, invitees, agents, servants or employees of Tenant. No candle, incense or open flame shall be permitted on the Premises.

SECTION 19
NOTICES

Any notice required or permitted by this Lease to be given by either party may be personally delivered or sent by certified mail, properly addressed and prepaid, to the addresses of the parties herein given, unless another address shall have been substituted for such an address by notice in writing. The date of delivery, being taken as the date of the receipt of such notice.

| | |
|---------------------|----------------------|
| City of Hagerstown: | City Clerk |
| | City of Hagerstown |
| | City Hall |
| | 1 E. Franklin Street |
| | Hagerstown, MD 21740 |

With a courtesy copy to: Jason Morton, Esquire
Salvatore & Morton, LLC
20 West Washington Street, Suite 402
Hagerstown, Maryland 21740

Tenant: Washington County Museum of Fine Arts, Inc.
111 Key Street
Hagerstown, Maryland 21740
Attention: Sarah J. Hall

SECTION 20
ADDITIONAL DOCUMENTS

The parties agree to execute, acknowledge and deliver, any and all further documents and instruments that may be required or necessary to carry out and effectuate the purpose of this Agreement or any provisions contained herein.

SECTION 21
PARTIAL INVALIDITY

If any term, covenant or condition of this Agreement shall be deemed invalid or unenforceable, then the remainder of this Agreement shall not be affected and same shall remain in full force and effect.

SECTION 22
GOVERNING LAW

This Agreement shall be construed, interpreted and enforced according to the Laws of the State of Maryland, without regard to principles of conflicts of law. The parties hereto agree to the exclusive jurisdiction and venue of the State Courts of Maryland located in Washington County. THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY.

SECTION 23
PERMITS

In the event that it becomes necessary for any special permits, licenses or anything that may be requisite for the Tenant to occupy and use the Premises for the purposes set forth herein or as hereinafter may be agreed upon, then in said event, Tenant shall be responsible for the application and payment of any such permit or license fee if required.

SECTION 24
SECURITY DEPOSIT

N/A

SECTION 25
PERSONAL GUARANTEE

N/A

SECTION 26
MISCELLANEOUS

The headings in the Agreement are solely for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement, nor affect the interpretation thereof.

All references made, and nouns and pronouns used herein, shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their grantees, successors and assigns, if applicable.

This Agreement is subject to and contingent on the passage of any ordinances or resolutions required as indicated, and upon the adoption of this Agreement by formal action of the Mayor and Council.

This Agreement contains the final and entire Agreement between the parties and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. Any subsequent amendment to the Agreement shall be valid only if executed in writing by the parties or their grantees, successors or assigns, if applicable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

**WITNESS AND ATTEST
AS TO CORPORATE SEAL**

CITY OF HAGERSTOWN

Donna K. Spickler, City Clerk

By: _____
William B. McIntire, Mayor

ATTEST

**TENANT
WASHINGTON COUNTY MUSEUM OF
FINE ARTS, INC.**

By: _____
Sarah J. Hall, Executive Director

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

Topic:

Approval of a Resolution: Easement Agreement with the Hagerstown Housing Authority (HHA) for the Relocation of the RISE Sculpture

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Resolution_-_Easement_Agreement_with_HHA_for_RISE_sculpture.pdf

Description

Motion: Approve Resolution
RISE Sculpture

REQUIRED MOTION

**MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: May 26, 2026

TOPIC: Resolution – Easement Agreement with Hagerstown Housing Authority

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

MOTION: I hereby move to approve a resolution to execute an easement agreement with the Hagerstown Housing Authority that will allow for the relocation of the RISE sculpture to Housing Authority property along the Cultural Trail near the Mural of Unusual Size.

DATE OF INTRODUCTION: 5/26/2026
DATE OF APPROVAL: 5/26/2026
EFFECTIVE DATE: 5/26/2026

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE EXECUTION OF A DEED OF EASEMENT AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF HAGERSTOWN AND THE HOUSING AUTHORITY OF THE CITY OF HAGERSTOWN FOR THE USE OF A PORTION OF THE HOUSING AUTHORITY PROPERTY IN CONNECTION WITH THE CONSTRUCTION AND MAINTENANCE OF 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 has constructed and maintained a public walking trail within its corporate limits known as the Hagerstown Cultural Trail; and

WHEREAS, the City intends to construct and maintain concrete piers and place a sculpture titled Rise upon them (collectively the “Art Installation”) for the use, enjoyment, and benefit of the public in connection with the adjacent Hagerstown Cultural Trail which was developed by the City of Hagerstown; and

WHEREAS, the proposed location of said Art Installation is on property owned by the Housing Authority of the City of Hagerstown; and

WHEREAS, the Housing Authority of the City of Hagerstown has generously offered to grant the City an easement on a portion of its property for the construction, installation and maintenance of the Art Installation; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to enter into the Deed of Easement and Maintenance Agreement, attached to this Resolution, whereby the City may construct, install and maintain the Art Installation on a portion of the property owned by the Housing Authority of the City of Hagerstown;

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 Recitals above are incorporated herein as though set forth verbatim.
2. That the Mayor be and is hereby authorized to execute and deliver the Deed of Easement and Maintenance Agreement between the City and the Housing Authority of the City of Hagerstown, 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 ordinance 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: May 26, 2026
Date of Passage: May 26, 2026
Effective Date: May 26, 2026

PREPARED BY:
SALVATORE & MORTON
CITY ATTORNEY

DEED OF EASEMENT AND MAINTENANCE AGREEMENT

THIS DEED OF EASEMENT AND MAINTENANCE AGREEMENT is made this _____ day of _____, 2026, by **THE HOUSING AUTHORITY OF THE CITY OF HAGERSTOWN** (hereinafter sometimes referred as “HHA” or “Grantor”) and **THE CITY OF HAGERSTOWN**, a Maryland municipal corporation (hereinafter sometimes referred to as “City” or “Grantee”).

WHEREAS, by virtue of a deed dated May 20, 1996 and recorded among the land records for Washington County, Maryland at Liber 1272, folio 326, Grantor is the owner of certain real estate in Hagerstown, Washington County, Maryland, said property being more particularly described and depicted in the attached Exhibit A, which exhibit is incorporated herein by reference (the “Property”); and

WHEREAS, Grantor has agreed to permit Grantee to utilize a portion of the Property to create and maintain an art installation for the use, enjoyment, and benefit of the public in connection with the adjacent Hagerstown Cultural Trail developed by the Grantee; and

WHEREAS, in order to create and maintain the art installation 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 easement.

NOW, THEREFORE, THIS DEED OF EASEMENT AND MAINTENANCE AGREEMENT WITNESSETH:

That the foregoing recitals be and are incorporated herein as if restated verbatim.

That for NO MONETARY CONSIDERATION, but for the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant and convey unto the said Grantee, its successors and assigns an easement as follows:

GRANTOR DOES GRANT unto Grantee, its successors, legal representatives and assigns, an easement in and the right to use that portion of Grantor’s Property shown on and to the extent depicted in Exhibit “A” for the creation and maintenance of an art installation.

AND GRANTOR DOES FURTHER GRANT unto Grantee, its successors, legal representatives and assigns, an easement in and the right to use a certain area of Grantor’s Property (the “Easement Access Area”) in order to create, repair, access, maintain, and, if and as necessary, restore the art installation, which Easement Access Area is 30’ x 40’ and more particularly shown as “PROPOSED EASEMENT AREA” on Exhibit “A”.

AND GRANTEE AND GRANTOR do hereby covenant and agree that the granting of this easement is subject to the following additional rights and obligations:

1. Grantor will permit Grantee's contractors and artists to create the art installation on site within the Easement Access Area in accordance with both the design and techniques approved by Grantor in advance. Grantor shall have the right to construct concrete piers to support the art installation.
2. Grantor will allow the art installation to remain unchanged and unobstructed for its serviceable life span and will not allow new construction or other improvements on the property that will obstruct the view of the art installation. The serviceable life span of the art installation shall be forty (40) years from the completion thereof or when significant degradation of the installation compromises its aesthetic quality, whichever comes first.
3. Grantee shall maintain the Easement Access Area in compliance with HUD inspection guidelines and at the Grantee's sole cost and expense. In addition, Grantee shall ensure that the art installation is cleaned periodically as needed, and in the event of vandalism or damage will provide for the removal, repair and replacement of the art installation at the Grantee's sole cost and expense. All such work shall occur within the Easement Access Area. If the Grantee fails to comply with the provisions of this Deed of Easement which the Grantor claims to be a default hereof, the Grantor shall serve written notice of such default upon the Grantee, whereupon the Grantee shall have a ten (10) business day period in which to undertake and diligently pursue a cure of default. Such grace period shall automatically be extended for an additional ten (10) business days, providing the Grantee makes a good faith showing that efforts toward a cure are continuing. In the event that Grantee fails to cure the default, Grantor shall be entitled to cure the default and Grantee shall promptly reimburse Grantor's reasonable costs of doing so.
4. At the earlier occurrence of either (a) the end of the serviceable life of the art installation, as defined above or (b) forty (40) years from the date hereof, whichever occurs first, Grantor may, as its sole discretion, terminate this Agreement in writing with an appropriate recordation and termination thereof. In the event that the Grantor terminates this Agreement, Grantee shall be responsible for removal of the art installation at Grantee's sole cost and expense.
5. Except as otherwise provided in this Agreement, Grantee shall not directly or through others make a fill or excavation of earth so as to cause a change in contour or inundate the land with water within the Easement Access Area or Grantor's adjacent properties. Furthermore, Grantee shall not construct permanent structures or plant trees over the Geothermal well locations on Grantor's property. However, it is understood that:
 - a. Grantee shall be permitted to construct and maintain an art installation within the Easement Access Area (shown on Exhibit "A");
 - b. If pavers are used in the Easement Access Area, Grantee shall keep a sufficient amount of replacement pavers in inventory to ensure that any replacement pavers will be identical to the pavers used in the initial installation of the walking trail;
 - c. Grantee shall be permitted to erect and maintain certain utilities within Easement Area, including conduits and hand boxes for the electrical needs of the art installation;

- d. Grantee shall, subject to Grantor's approval, restore the area of the Easement Access Area not occupied by the art installation to its original condition; and
 - e. Grantor reserves the right to perform maintenance to its Geothermal Wells. Grantee acknowledges that some of the Geothermal Wells may be located under the proposed easement. Grantee shall locate the contemplated art installation to accommodate maintenance of the Geothermal Wells by Grantor and will assist Grantor with replacement of brick pavers.
6. Grantee shall indemnify and hold Grantor, C.W. Brooks, LLC, Maryland Department of Housing and Community Development (MDHCD), and the United States Department of Housing and Urban Development (HUD) harmless from and against any claim, loss, damage or suit arising as a result of the construction, maintenance and operation of the art installation hereunder contemplated, except if such claim, loss, damage or suit arises solely as a result of the negligence of the Grantor, its agents servants or employees. Grantor shall not be responsible for any negligence of its residents. Grantee shall maintain a policy of liability insurance in a commercially reasonable amount covering the Easement Area. Said policy shall name the Grantor as an additional insured and Grantee shall provide Grantor with an Additional Insured Certificate prior to commencement of construction and at reasonable intervals thereafter.

GRANTOR AND GRANTEE do both hereby further covenant and agree, on behalf of themselves, their successors and assigns, to abide by and respect each and every condition or restriction set forth in this instrument. It is expressly understood and agreed that this easement shall run with the land and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties herein have set their hands and seals as of the date first written above.

ATTEST:

THE HOUSING AUTHORITY OF THE
CITY OF HAGERSTOWN

Name and title

_____(SEAL)
Sean Griffith, Executive Director

ATTEST:

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

_____(SEAL)
William B. McIntire, Mayor

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 2026, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be his act and deed on behalf of The Housing Authority of the City of Hagerstown, and did further certify that he is authorized to execute this Agreement on its behalf, and that the consideration indicated is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires: _____

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 2026, before me, a Notary Public in and for the State and County aforesaid, personally appeared William B. McIntire, Mayor of the City of Hagerstown, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be his act and deed on behalf of the Mayor and Council of the City of Hagerstown, Maryland, and did certify that he is authorized to execute this Agreement on its behalf, and that the consideration indicated is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires: _____

I certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland, but that the undersigned did not perform a title search, title examination or make any certification as to title.

Jason Morton

MAIL TO:
City of Hagerstown
City Hall

Attn: City Clerk
1 E. Franklin Street
Hagerstown, MD 21740



EXHIBIT A

SCALE: 1"= 20'

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

Topic:

Approval of an Amendment to Community Development Block Grant (CDBG) FY2020 Annual Action Plan (Reallocation of CDBG CV-CARES Funding) to Wheaton Park Tennis Courts

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

052626_RS_Packet_CARES_Act_Reallocation.pdf

Description

Motion CV-CARES
Reallocation

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Date: May 26, 2026

TOPIC: **Amendment to Community Development Block Grant (CDBG) FY2020
Annual Action Plan (Reallocation of CDBG CV-CARES Funding)**

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

MOTION: I hereby move for the Mayor and City Council to approve the amendment to the FY2020 Community Development Block Grant Annual Action Plan for the following action:

- Reallocation of unexpended CDBG CV-CARES funding in the amount of \$3990.59 toward the existing FY26 activity “Wheaton Park Tennis Courts”. This will result in total funding of \$28,990.59 toward this project.

Details of the proposed amendment are attached.

DATE OF INTRODUCTION: 05/26/2026
DATE OF PASSAGE: 05/26/2026
EFFECTIVE DATE: 05/26/2026



CITY OF HAGERSTOWN, MARYLAND

Department of Housing & Community Development

One East Franklin Street • Hagerstown, MD 21740

E-mail: codecompliance@hagerstownmd.org

Telephone: 301-739-8577, ext. 103 • Website: www.hagerstownmd.org

To: Scott Nicewarner, City Administrator

From: Margi Joe, Community Development Manager

Date: May 1, 2026

RE: **Recommendation for Reallocation of Unexpended CDBG CV-CARES Funding (COVID-19 Response Funds)**

Staff will attend the May 5, 2026 Work Session to recommend the reallocation of remaining unexpended CDBG-CV CARES funds to ensure full utilization ahead of the August 2026 expenditure deadline. Staff seeks approval of the proposed amendment at the May 26, 2026 Regular Session.

Background

In 2020, the City was awarded a total of \$747,210 through the CDBG-CV CARES program, which provided supplemental funding in response to the COVID-19 pandemic. These funds were intended to support programs addressing specific community needs resulting from the pandemic.

Funding was awarded to community partners through a competitive application process, with final program awardees and allocations approved by the Mayor and City Council.

To date, grantees have expended more than 99% of awarded funds, with a remaining balance of \$3,990.59. Per the U.S. Department of Housing and Urban Development (HUD) grant agreement, municipalities have six years from the date of grant execution to fully expend these funds. The City's expenditure deadline is August 17, 2026.

HUD regulations permit the reallocation of unexpended funds, provided that the proposed use continues to meet eligibility criteria related to COVID-19 response. Eligible uses include improvements to open-air facilities and activities that support social distancing..

Following internal review, staff recommends reallocating the remaining \$3,990.59 in CDBG-CV CARES funding to the existing CDBG project Wheaton Park Tennis Courts improvements.

Recommended Action

Authorize staff to reallocate \$3990.59 in unexpended CDBG CV-CARES funds to the Wheaton Park Tennis Courts project to ensure full utilization of grant funds.

Attachment: Draft Motion

- c. Amanda Gregg, Chief Housing & Community Development Officer
Michelle Hepburn, Chief Financial Officer
Jim Bender, City Engineer
Eric Deike, Director, Public Works

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

Topic:

Approval of an Amendment to Community Development Block Grant (CDBG) FY2024 Annual Action Plan (Allocation of Unexpended CDBG Funding to Wheaton Park Enhancement Project Phase II)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

| | |
|---|------------------------------|
| 052626_RS_Packet_Reallocation_to_Wheaton_Park_Bandshell.pdf | Motion, Supporting Documents |
|---|------------------------------|

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Date: May 26, 2026

TOPIC: **Amendment to Community Development Block Grant (CDBG) FY2024
Annual Action Plan (Allocation of Unexpended CDBG Funding to Wheaton
Park Enhancement Project Phase II)**

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

MOTION: I hereby move for the Mayor and City Council to approve the amendment to the FY2024 Community Development Block Grant Annual Action Plan for the following action:

- Allocation of unexpended CDBG funding in the amount of \$25,408.67 toward the existing FY24 activity “Wheaton Park Enhancement Project” to support the expenses of bandshell construction on the park property. This amendment will result in a total budget of \$255,000 toward construction of the bandshell.

Details of the CDBG Amendment are attached.

DATE OF INTRODUCTION: 05/26/2026
DATE OF PASSAGE: 05/26/2026
EFFECTIVE DATE: 05/26/2026

**CITY OF HAGERSTOWN, MARYLAND
AMENDMENT TO FY 2024 ANNUAL ACTION PLAN FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

ALLOCATION OF FUNDING TO EXISTING CDBG ACTIVITIES:

In Fiscal Year 2026, the City of Hagerstown proposes to reprogram \$25,408.67 of unexpended CDBG entitlement funding to an existing CDBG activity:

Proposed Reprogramming of CDBG Funding:

- Reallocate \$25,408.67 of unexpended CDBG funding to previously existing FY24 activity Wheaton Park Phase II (Bandshell/Stage). Amendment will result in a total budget of \$255,000 toward construction of a bandshell/stage area in Wheaton Park.

The proposed reallocation of funding is to address higher than anticipated costs for the construction of the stage area.

The City will receive comments from interested individuals until May 25, 2026. Individuals interested in commenting may contact:

Margi Joe, Community Development Manager
Department of Housing and Community Development
14 N. Potomac Street, Suite 200A
Hagerstown, MD 21740
301-739-8577 x134
mjoe@hagerstownmd.org

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

Topic:

Approval of Memorandum of Understanding: Between City of Hagerstown Police Department and the Hagerstown Community College Police Department

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

20260513110443603.pdf

Motion_-_MOU_HCC_Police_Department.doc

Description

MEMORANDUM OF
UNDERSTANDING
MOTION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and among the HAGERSTOWN COMMUNITY COLLEGE POLICE DEPARTMENT, The HAGERSTOWN COMMUNITY COLLEGE, The CITY OF HAGERSTOWN, MARYLAND and The HAGERSTOWN POLICE DEPARTMENT (“HPD”) on this _____ day of _____, 2026.

RECITALS

WHEREAS, the Hagerstown Community College provides law enforcement services within the jurisdictional limits of the Hagerstown Community College Campus, located in Washington County, Maryland, by the operation of the Hagerstown Community College Police Department; and

WHEREAS, the City of Hagerstown, a Maryland Municipal Corporation, by and through the Hagerstown Police Department, is engaged in providing law enforcement services throughout its corporate limits, in Hagerstown, Washington County, Maryland; and

WHEREAS, in accordance with Md. Education Code Ann. (“Education Article”) § 16.407.1(b), police officers coming from Hagerstown Community College, when responding to an imminent threat to life, property, or public safety, or when complying with a Memorandum of Understanding between the HCC police force and another law enforcement agency with jurisdiction, may enforce the laws of the State of Maryland to the same extent as the authorized law enforcement officers of the receiving county or municipal corporation;

WHEREAS, there sometimes arises a need for immediate law enforcement services, including initial response and emergency response in the City of Hagerstown, at or somewhere outside the jurisdictional limits of the Hagerstown Community College, for which Hagerstown Community College Police Officers are often better able to respond in a timely manner; and

WHEREAS, the HPD and the Chief of Police of the Hagerstown Community College Police Department desire to establish a mechanism by which to more effectively provide law enforcement services in and around the Hagerstown Community College, and elsewhere in the City of Hagerstown.

sworn duties as a police officer for the Hagerstown Community College. In no event shall a Hagerstown Community College Officer who has been suspended, terminated, or resigned serve any function hereunder.

2. **Command and Control.** The HPD shall retain primary command over any incident for which assistance is requested. Assisting personnel will remain under the operational control of their home agency, however will follow lawful orders given by the incident commander or designee of the HPD.

3. **Report Required.** Following any action by a Police Officer pursuant to Paragraph 1 of this Agreement, the HPD shall produce a report documenting the reason for any request made to said Police Officer, as well as relevant details and circumstances of the request. The Police Officer shall produce a report detailing the incident and his or her observations and involvement in the same. All such reports shall be made available to all parties of this MOU.

4. **Agency Policy and Procedures.** When conducting any law enforcement activities pursuant to Paragraph 1 of this Agreement, a Police Officer's activities shall conform to Maryland Law, including all applicable laws involving use of force. The Officer shall use only those weapons and tactics for which he or she is qualified and authorized to use in accordance with Maryland Law and the policies of his or her respective agency.

5. **Liability.** Pursuant to Maryland Law, all Hagerstown Community College Officers acting hereunder shall at all times remain for all purposes to be considered employees of the Hagerstown Community College. When any said Police officer is acting as such pursuant to the scope of this Agreement, liability for any act or omission of such Police officer shall be covered by the Hagerstown Community College as provided by Maryland law. The Police officer is not an employee of the City or HPD for the purpose of liability considerations, employment security or employee benefits, including any Workers' Compensation benefits. The Hagerstown Community College shall not be obligated to defend, indemnify, or provide insurance coverage for the State of Maryland, Washington County, the Washington County Sheriff's Office, or any of their officers or employees. It is intended by the parties that a Police officer acting under authority of this MOU shall have the same immunities from liability that he or she has when acting within his or her sworn jurisdiction and remains at all times and for all purposes an employee of the Hagerstown Community College.

6. **Further Obligations.** Nothing contained herein shall obligate The Hagerstown

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Date: May 26, 2026

TOPIC: **Approval of a Memorandum of Understanding: Approving a Memorandum of Understanding Between the City of Hagerstown and the Hagerstown Community College Police Department**

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

MOTION: I hereby move for Mayor and Council approval of a Memorandum of Understanding Resolution between the City of Hagerstown and the Hagerstown Community College Police Department.

This MOU establishes a cooperative agreement with HCC to provide coordinated law enforcement assistance, emergency response, and public safety services when HCC officers are requested outside of campus jurisdiction.

DATE OF PASSAGE: May 26, 2026

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

Topic:

Approval of FY27 Inventory Procurement Funds (Light Department)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

20260526_Motion_for_Approval_of_FY27_Inventory_Procurement_Funds.pdf

Description

Motion Sheet
and Memo

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: May 26, 2026

TOPIC: APPROVAL OF INVENTORY PROCUREMENT FUND

| | |
|-------------------|-------------------------------------|
| Charter Amendment | <input type="checkbox"/> |
| Code Amendment | <input type="checkbox"/> |
| Ordinance | <input type="checkbox"/> |
| Resolution | <input type="checkbox"/> |
| Other | <input checked="" type="checkbox"/> |

MOTION: I hereby move for approval of an inventory procurement fund for the Hagerstown Light Department at an accumulated value of \$500,000.00 through fiscal year 2027 following the process described in the attached memorandum.

DATE OF INTRODUCTION: 5/26/2026

DATE OF PASSAGE: 5/26/2026

EFFECTIVE DATE: 7/1/2026



CITY OF HAGERSTOWN, MARYLAND

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

May 7, 2026

To: Scott Nicewarner, City Administrator
Michelle Hepburn, Chief Financial Officer
Nancy Hausrath, Director of Utilities

From: Nathan Fridinger, Deputy Director of Electric Operations

Subject: Inventory Procurement Funding for Fiscal Year 2027

Action: May 26, 2026 – Regular Session Approval

There is an element of uncertainty regarding utility inventory supply and cost caused by availability, delivery lead times, market cost, labor shortages, inflation, and the distributor’s risk factors affecting cash flow and maintenance of stock inventory levels. This places burden on operations by adding delays to improvement projects and introducing risk to system integrity.

Staff recommends approval for blanket funding of stock materials to reduce steps in the procurement process and expedite material requisitioning by providing the ability to lock in quantity, lead-time, and unit cost, for certain items. Approval will minimize the frequency of Emergency Procurement requests to better satisfy the Purchasing Policy and Procedures Manual.

The non-formal procurement procedures performed are effective and competitive. A request for quotations of inventory is delivered electronically to common suppliers, which may vary depending on the items requested. These suppliers may include Anixter-Wesco, Graybar, Kendall Electric, Signify North America (DDA), Scott Electric, Stuart C. Irby, United Utility Supply, A Meredith Schneider, Bridgewell Resources, and Stella-Jones. The requests are reviewed and awarded based on unit cost, lead-time, alternative manufacturer, etc. while maintaining the City’s best interest and financial responsibility.

HLD requisitioned over \$350,000 of stock inventory thus far in FY26, roughly \$350,000 during FY25, and over \$400,000 during FY24. Staff recommends approval of an inventory procurement fund for the Hagerstown Light Department at an accumulated value of \$500,000.00 through fiscal year 2027.

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

Topic:

Approval of Bay Restoration Fund Grant for Enhanced Nutrient Removal Operation and Maintenance

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MOTION_BAY_FUND_GRANT_APPLICATION_FY27.doc

MEMO_BNR-ENR_O_M_GRANT_FY27.docx

O_M_GRANT_APPLICATION_HAGERSTOWN_FY27_05262026.pdf

O_M_Grant_Guidelines.pdf

Description

MOTION BNR ENR
GRANT APPROVAL

MEMO BNR ENR
GRANT

GRANT
APPLICATION

GRANT
GUIDELINES

REQUIRED MOTION

**MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: May 26, 2026

TOPIC: Engineering and Capital Projects Program: Bay Restoration Fund Grant Application for Enhanced Nutrient Removal Operation and Maintenance

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

MOTION: I hereby move that the Mayor and City Council approve the Bay Restoration Fund Grant Application for Engineering and Capital Projects for Enhanced Nutrient Removal Operation and Maintenance. Funding will be used for Enhanced Nutrient Removal improvement projects identified in the FY27 CIP and Operating Budget expenses to help ensure compliance with the City’s NPDES nutrient load requirements for nitrogen and phosphorus.

DATE OF INTRODUCTION: 05/26/2026
DATE OF PASSAGE: 05/26/2026
EFFECTIVE DATE: 05/26/2026



CITY OF HAGERSTOWN, MARYLAND

Utilities Department

1 Clean Water Circle • Hagerstown, MD 21740

Telephone: 301-739-8577, ext. 650

Website: www.hagerstownmd.org

May 11, 2026

To: Scott Nicewarner, City Administrator
From: Nancy Hausrath, Director of Utilities
Subject: Engineering and Capital Projects Program:
Bay Restoration Fund Grant Application
Enhanced Nutrient Removal Operation and Maintenance Projects

Staff received notification from Maryland Department regarding the availability of the above referenced grant. Please find attached the completed Grant Application.

The City has received the following grant funds beginning in FY19:

FY19: \$240,000
FY20: \$240,000
FY21: \$240,000
FY22: \$405,781
FY23: \$440,067
FY24: \$319,553
FY25: \$314,239
FY26: \$341,245

As you are aware, all customers served by the City are required pay the Bay Restoration Fee which is collected by the City and remitted to the State. This grant program returns a portion of the Bay Restoration Fees to Hagerstown wastewater customers.

As always, staff is available to provided clarification as may be needed.



**ENGINEERING AND CAPITAL PROJECTS PROGRAM
BAY RESTORATION FUND GRANT APPLICATION
FOR ENHANCED NUTRIENT REMOVAL OPERATION AND MAINTENANCE**

General Information: Individual forms must be fully completed for each facility in operation with Enhanced Nutrient Removal treatment technology.

Facility Name: _____

Facility Location/County: _____

Applicant Name: _____

Address: _____

Congressional District: _____ **Legislative District:** _____

Contact Person/Title: _____

Contact Address: _____

Phone #: _____ **Fax #:** _____

E-mail: _____

The following questions will be used to determine the facilities eligibility for this grant:

- Do the customers of this wastewater facility pay the BRF fee?
 Yes No
- Are you operating the enhanced nutrient removal facility in a manner that optimizes the nutrient removal capability of the facility in order to achieve enhanced nutrient removal (ENR) performance levels, thereby making best efforts to achieve 3 mg/l total nitrogen and 0.3 mg/l total phosphorus in wastewater effluent concentration?
 Yes No

BRF O&M Grants Guidelines

BRF O&M grants are provided in a manner that would encourage optimized ENR facilities to make best efforts to achieve 3 mg/l total nitrogen (TN) and 0.3 mg/l total phosphorus (TP) on annual averaged basis. Grant payments are allocated to the facilities based on their approved design capacity at the time of the ENR upgrade. The base grant amount is determined as follows:

| Approved Design Capacity | Base Grant Amount |
|--------------------------|--|
| Less than 1.0 MGD | Fixed annual grant amount of \$30,000 |
| Between 1.0 and 10.0 MGD | Annual grant is calculated at \$30,000 per MGD |
| More than 10.0 MGD | Fixed annual grant amount of \$300,000 |

Partial Payment: *(ENR optimization completed during the reviewed year)*

If the recipient believes that at least the ENR portion of the project has been substantially completed and the plant has been optimized to achieve ENR, then partial payment can be provided for the last months of the calendar year for which the required averages of TN and TP were achieved. The partial payment is calculated based on the following:

$$\text{Partial Payment} = \text{Base Grant Amount} \times \frac{\text{\# of months in ENR operation}}{12 \text{ months}}$$

Once a facility receives partial payment for the first year, it will be expected to be fully optimized in the subsequent years, and moving forward, grants can be provided only for full ENR performance.

Full Payment for Full ENR Performance:

- Full Payment (Base Grant Amount) is made if the annual average for TN \leq 3.0 mg/l, **and** TP \leq 0.30 mg/l for the previous calendar year.
- No Payment is made if **either** average TN $>$ 3.0 mg/l, **or** TP $>$ 0.30 mg/l.

Exception:

If most facilities in a specific region of the state (or statewide) are impacted by an extreme weather event, including extreme cold temperature, MDE may consider removing the impacted value(s) from the annual average calculations.

Additional Grant for ENR Outperformance:

The Department may offer additional operation and maintenance grants for facilities achieving better than Enhanced Nutrient Removal based on the additional load reductions achieved due to the outperformance. The applicant may request to withhold any additional load reduction (in full or in part) from receiving the additional grants in order to be used instead for trading, Clean Water Commerce Act or any other purpose. Currently, additional grants are being offered only for additional nitrogen load reductions.

The additional grants are calculated using the following steps:

Step 1:

The total remaining fund is calculated by subtracting the total base grants to be awarded in the current year from the total authorized O&M funds (usually \$11 million per year).

Step 2:

The additional reduction for each facility is calculated using the following:

$$\text{Additional Reduction} = (3 \text{ mg/l TN} - \text{annual average TN concentration}) \times \text{Annual Flow} \times 8.34$$

Step 3:

Additional reductions from all facilities are added up to yield the Total Additional Reduction.

Step 4:

$$\text{Additional Grants Allocation Rate (\$/Lb)} = \frac{\text{Remaining Fund (from Step 1)}}{\text{Total Additional Reductions (from Step 3)}}$$

Step 5:

Additional grant for each WWTP is calculated by multiplying the Allocation Rate (from Step 4) by the Additional Reduction (from Step 2).

Example of Additional Grant Calculation:

For 2020 performance year the total base grants for all WWTP meeting ENR was \$6,803,100. The total authorized fund was up to \$11,000,000.

Facility A achieved an annual average of 1.6 mg/l TN, and its annual average flow was 10.718 MGD.

$$\text{Step 1: Remaining Fund} = \$11,000,000 - \$6,803,100 = \$4,196,900$$

Step 2:

$$\text{Additional Reduction} = (3 \text{ mg/l} - 1.6 \text{ mg/l}) \times 10.718 \text{ MGD} \times 366 \text{ days} \times 8.34 = 45,802.47 \text{ lbs.}$$

Step 3: Total Additional Reduction for all WWTPs was determined to be 603,782.71 lbs.

$$\text{Step 4: Additional Grants Allocation Rate} = \$4,196,900 / 603,782.71 = \$6.95 \text{ per lb.}$$

$$\text{Step 5: Facility A Additional Grants} = 45,802.47 \times \$6.95 = \$318,327.17$$