

**1st Regular Session
Mayor and City Council
December 15, 2020
Agenda**

In response to the Mayor's declaration of a Civil Emergency, this Mayor and City Council meeting will be held virtually.

Mayor and City Council members and meeting participants will be provided with a specific meeting ID prior to the meeting. This meeting ID is required in order to join the meeting as a participant.

All meetings will be streamed live through the City of Hagerstown's Cable Channel 25, Facebook, and YouTube accounts. All members of the public are welcome to view meetings through these platforms, but may only participate in public meetings virtually.

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

7:00 PM - December 15, 2020 - REGULAR SESSION -*Council Chamber, 2nd Floor, City Hall*

I. CALL TO ORDER

Mayor Emily Keller

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. A. Rules of Procedure - *Effective December 15, 2020*
- 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, January 5, 2021 - No Meeting Scheduled
 - 2. Tuesday, January 12, 2021 - Work Session at 4:00 p.m.
 - 3. Tuesday, January 19, 2021 - Work Session at 4:00 p.m.
 - 4. Tuesday, January 26, 2021 - Regular Session at 7:00 p.m.

V. AGENDA ITEM CITIZEN COMMENTS

Citizens are welcome to provide comments by sending an email to councilcomments@hagerstownmd.org no later than 5:00 p.m. on Tuesday, December 15, 2020. Include your full name, home street address, and topic of your comments. You may attach a letter to the email, or write your comments in the body of the message. The

City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

VI. MINUTES

November 10, 2020, November 17, 2020, November 23, 2020, and November 24, 2020

VII. CONSENT

B. Fire

1. Records Management System - ESO (Austin, TX) \$ 27,225.60

C. Police

1. Replace Water Source Heat Pump (Mechanical Room) – M. S. Johnston (Hagerstown, MD) \$ 10,325.00

D. Public Works

1. Bulk Gasoline Purchase – Petroleum Traders Corporation (Fort Wayne, IN) Estimated Cost Not to Exceed \$ 441,244
2. Bulk Diesel Fuel Purchase – Mansfield Oil Company (Gainesville, GA) Estimated Cost Not to Exceed \$ 441,244

E. Utilities

1. Water – Annual Software Support and Services at the Willson Plant for SCADA – ABB, Inc. (Cleveland, OH) \$ 67,100.00
2. Water Treatment Chemicals – Various Vendors \$ 811,034.00
3. Wastewater Chemical Purchase - Various Vendors \$ 433,912.00
4. Wastewater – Replacement Ultra Violet Bulbs and Quartz Sleeves – SUEZ (Paramus, NJ) \$ 45,141.43

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

- A. Approval of Rules of Procedure
- B. Approval of a Resolution: Lease Agreement for the City of Hagerstown Property Located at 36 N Potomac St, Hagerstown, Maryland - The Yarn Shop
- C. Approval of a Resolution: Refuse Collection Agreement for McCleary Hill Development
- D. Approval of a Resolution to Amend the Start of the Stormwater Utility Fee
- E. Approval of a Motion: Application and Acceptance of Grant Funding from the Governor's Maryland Strong: Economic Recovery Initiative for a Main Street Hagerstown Business Stabilization Grant Program
- F. Acceptance of Community Development Block Grant CDBG-CV Funding
- G. Approval of a Skatepark in Fairgrounds Park
- H. Approval of Rates for the Greens at Hamilton Run 2021 Season
- I. Approval of Application for FY 2022 Program Open Space Projects

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:

In response to the Mayor's declaration of a Civil Emergency, this Mayor and City Council meeting will be held virtually.

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Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Mayor Emily Keller

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 December 15, 2020*
- B. Use of cell phones during meetings is restricted.
- C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
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Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Citizens are welcome to provide comments by sending an email to councilcomments@hagerstownmd.org no later than 5:00 p.m. on Tuesday, December 15, 2020. Include your full name, home street address, and topic of your comments. You may attach a letter to the email, or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

November 10, 2020, November 17, 2020, November 23, 2020, and November 24, 2020

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Minutes.pdf

Description

Motion - minutes

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: December 15, 2020

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 November 10, 2020, November 17, 2020, November 23, 2020, and November 24, 2020.

DATE OF PASSAGE: December 15, 2020

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

Topic:

Records Management System - ESO (Austin, TX) \$ 27,225.60

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Consent_Agenda.pdf

Fire_-_Record_Management_System.pdf

Description

Motion - Consent Agenda
Records Management
System

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: December 15, 2020

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.

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

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

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of Dec 15, 2020**

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Originating Department: Fire By: Steve Lohr, Fire Chief
Account Number: 45120011 4512001 Account / Project Name: 4921 C0849
Budget Amount: 0 Account Balance: 84,000 Year: FY21
Unbudgeted \$: 0 Identified Source of Funds: Sale of Engine 1 and Engine 4

Quantity	Description	Value
1	Records management system. One time implementation fee. (Annual license renewal fee will be approximately \$25,146.00.)	\$27,225.60

TOTAL VALUE OF PROJECT: 27,225.60

ABOVE TO BE USED FOR:

Record keeping system: Incident Reporting, Inspections, Properties, Personnel Management,
Hydrants, Community Risk Reduction. Integration with Computer Aided Dispatch (CAD) through
Washington County DES CAD system

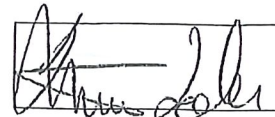
Recommended Vendor:

Business Name: ESO
Address: 11500 Alterra Parkway Suite 100
City, State: Austin, TX 78758
Bid/Proposal/Quote No.: Q-23440

OTHER VENDORS:

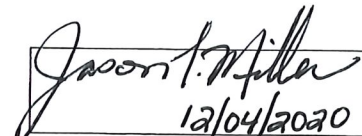
Firm	City/State	Total Amount
N/A		

(1) Department Manager RECOMMEND IMMEDIATE APPROVAL
BASED UPON THE CONFIRMED RETIREMENT OF THE HFD
CUSTODIAN FOR THE RECORDS MANAGEMENT SYSTEM,
(DEHAYEN).

 12/2/20
Signature / Date

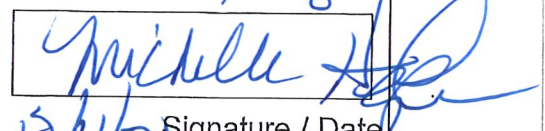
(2) Purchasing Agent:

Recommend approval.

 12/04/2020
Signature / Date

(3) Finance Manager:

This software was not included during FY21
budget process; however it is needed for vital
record retention. Funding has been identified
from the sale proceeds of fire vehicles engines
earlier this year to cover
the cost. Approve.

 12/4/20
Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

 12/4/2020
Signature / Date



CITY OF HAGERSTOWN, MARYLAND

Steven E. Lohr
Fire Chief

December 2, 2020

TO: Hagerstown Mayor and Council
VIA: Scott Nicewarner, City Administrator

FROM: Fire Chief Steven E. Lohr

SUBJECT: RMS Software Upgrade-HFD

Staff recommends that Mayor and Council approve the replacement purchase of our 30 year old records management system software program known as *Firehouse*. The *Firehouse* product has been acquired by a company named Emergency Solutions Inc. (ESO) of Austin, Texas. This request has the support of both the IT Director and the Finance Director.

The HFD has successfully negotiated a three-year contract with all applied discounts and one-time costs (attached). The first-year cost will be **\$27,225.60**. Years two and three will be **\$25,147.00** each year until year four when pricing will need to be renegotiated. HFD will fund the first three years of the annual contract costs using funds from the sale of old E-4. Finance has set aside funds for this purpose. As a result, it will not be necessary to budget funds for the annual contract for the next three fiscal years.

The replacement version of the ESO package (attached) will serve as a completely integrated single records management system for the HFD. This includes licenses necessary for access for up to 120 career employees and volunteer members. This pricing also anticipates basic Computer Aided Dispatch (CAD) integration with the Washington County DES CAD system. In addition to the fire and EMS reports writing module we have been using for decades, the new cloud-based system will have enhanced features necessary to manage training/education, select fire codes, and asset management, including fleet and facilities assets. Each of these reporting modules are necessary to maintain recordation of programs measured by the Insurance Services Office (ISO) in our quest to achieve an improved ISO municipal rating.

I ask that you treat this request as a time-sensitive, high priority request with the earliest possible approval. This request is especially timely based upon the fact that our long-standing custodian for our software database and the *Firehouse* software specifically; is our senior fire marshal, Doug DeHaven who is retiring December 31st this year. Our goal is to transfer legacy data into the upgraded module with Doug's assistance and then train all personnel on the enhanced system.

Thank you for your consideration,

cc: Scott Nicewarner
Michelle Hepburn
Jim Snyder



Quote Date: 11/10/2020
Customer Name: Hagerstown Fire Department
Quote #: Q-23440
Quote valid until: 11/30/2020
ESO Account Manager: Zac Taylor

CUSTOMER CONTACT

End User Hagerstown Fire Department
Name Doug Dehaven
Email ddehaven@hagerstownmd.org
Phone 301-790-2476

BILLING CONTACT

Payor Hagerstown Fire Department
Name Doug Dehaven
Email ddehaven@hagerstownmd.org
Phone 301-790-2476
Address Hagerstown MD, 21740
Billing Frequency Annual
Initial Term 12 months
Attn: Accounts Payable

Special Terms and Notes:

The 3% uplift shall not go into effect until the 4th annual renewal of the SaaS Subscription Start Date.

Initial Term:

Fire RMS Bundle

Product	Price	Discount	Total	Fee Type
FIRE RMS Bundle	\$17,749.00	(\$1,774.90)	\$15,974.10	Recurring
RMS Bundle - ESO Fire Incidents				
RMS Bundle - ESO Inspections				
RMS Bundle - ESO Properties				
RMS Bundle - Personnel Management				
RMS Bundle - ESO Hydrants				
RMS Bundle - ESO Activities				

Education

Product	Volume	Price	Discount	Total	Fee Type
FireRescue1 Academy with ESO Integration	110 Employees	\$5,390.00	(\$539.00)	\$4,851.00	Recurring
EMS1 & FireRescue1 Academy-Implementation and Configuration	110 Employees	\$600.00	(\$0.00)	\$600.00	One-time

Fire

Product	Volume	Price	Discount	Total	Fee Type
Fire Incidents NFIRS Data Import	3700 Incidents	\$2,995.00	(\$2,995.00)	\$0.00	One-time
Properties/Inspections Data Import	6 Stations	\$1,970.00	(\$1,970.00)	\$0.00	One-time
Fire Incidents CAD Integration	3700 Incidents	\$1,995.00	(\$0.00)	\$1,995.00	Recurring
Fire Setup & Online Training	10 Sessions	\$5,950.00	(\$5,950.00)	\$0.00	One-time
NFPA 1 - 2018 Codeset	6 Stations	\$970.00	(\$0.00)	\$970.00	One-time

Asset Management/Inventory

Product	Volume	Price	Discount	Total	Fee Type
Assets-Checklist Bundle	10 Vehicles	\$2,095.00	(\$209.50)	\$1,885.50	Recurring
Asset Management and Checklist - Training and Implementation	10 Vehicles	\$950.00	(\$0.00)	\$950.00	One-time

Total Recurring	\$	27,229.00
Total One-Time	\$	13,435.00
Discounts	\$	(13,438.40)
TOTAL	\$	27,225.60

*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.



Quote Date: 11/10/2020
Customer Name: Hagerstown Fire Department
Quote #: Q-23440
Quote valid until: 11/30/2020
ESO Account Manager: Zac Taylor

CUSTOMER CONTACT

End User Hagerstown Fire Department
Name Doug Dehaven
Email ddehaven@hagerstownmd.org
Phone 301-790-2476

BILLING CONTACT

Payor Hagerstown Fire Department
Name Doug Dehaven
Email ddehaven@hagerstownmd.org
Phone 301-790-2476
Address
Attn: Accounts Payable
Hagerstown MD, 21740
Billing Frequency Annual
Initial Term 12 months

Special Terms and Notes:

The 3% uplift shall not go into effect until the 4th annual renewal of the SaaS Subscription Start Date.

Second Term and any Renewal Term thereafter:

Fire RMS Bundle					
Product	Volume	Price	Discount	Total	Fee Type
FIRE RMS Bundle		\$17,749.00	(\$1,774.90)	\$15,974.10	Recurring
RMS Bundle - ESO Fire Incidents					
RMS Bundle - ESO Inspections					
RMS Bundle - ESO Properties					
RMS Bundle - Personnel Management					
RMS Bundle - ESO Hydrants					
RMS Bundle - ESO Activities					

Education					
Product	Volume	Price	Discount	Total	Fee Type
FireRescue1 Academy with ESO Integration	120 Employees	\$5,880.00	(\$588.00)	\$5,292.00	Recurring

Fire					
Product	Volume	Price	Discount	Total	Fee Type
Fire Incidents CAD Integration	3700 Incidents	\$1,995.00	(\$0.00)	\$1,995.00	Recurring

Asset Management/Inventory					
Product	Volume	Price	Discount	Total	Fee Type
Assets-Checklist Bundle	10 Vehicles	\$2,095.00	(\$209.50)	\$1,885.50	Recurring

Total Recurring	\$	27,719.00
Total One-Time	\$	0.00
Discounts	\$	(2,572.40)
TOTAL	\$	25,146.60

*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.



Quote Date: 11/10/2020
Customer Name: Hagerstown Fire Department
Quote #: Q-23440
Quote valid until: 11/30/2020
ESO Account Manager: Zac Taylor

Please fill in your contact information below:

	Name	Email	Phone
Primary Business Contact			
Invoicing Contact			
Legal Contact			
Software Administrator Contact			
Privacy HIPAA Contact			
Tax Exempt	YES OR NO	If YES, return Exempt Certificate with Agreement	
Purchase Order Required?	YES OR NO	If YES, return PO with Agreement	

Please email the signed sales order to legal@eso.com and your sales representative.



Quote Date: 11/10/2020
Customer Name: Hagerstown Fire Department
Quote #: Q-23440
Quote valid until: 11/30/2020
ESO Account Manager: Zac Taylor

TERMS AND CONDITIONS:

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<http://bit.ly/MSLAW>

2. The Effective Date of this Quote shall be the final date of signature.

3. If Customer has selected a third party to pay fees on their behalf, the applicable fees above shall be invoiced to the third party on Customer's behalf.

Hagerstown Fire Department

[Signature]

[Print Name]

[Title]

[Today's Date]

For Education, Fire, Personnel Management, Asset Management/Inventory, the following payment terms apply:

Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.

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

Topic:

Replace Water Source Heat Pump (Mechanical Room) – M. S. Johnston (Hagerstown, MD) \$ 10,325.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Police_-_Replacement_of_Water_Source_Heat_Pump_-_
_Signed_Consent_Form.pdf
20201117102902788.pdf
20201109113425418.pdf

Description

Signed Consent Agenda
CONSENT AGENDA
QUOTES

CITY OF HAGERSTOWN
MAYOR AND COUNCIL
PURCHASE/CONTRACT INFORMATION
MEETING OF 12/15/20

Do Not Complete This Section:

APPROVED FOR: _____
CONSENT AGENDA _____
NEW BUSINESS _____

Originating Department Police By Paul J. Kifer

Account No. 4510000 5306 C0308 Account/Project Name _____

Budget Amount \$ _____ Account Balance \$ 75,538 Year: 2020 / 2021 C.I.P. Control No. _____

Unbudgeted * \$ — Source of Funds CTP Fund: Prior Year C0308 Funding for HPD Building
*(See Department Manager's Comments)

QUANTITY	DESCRIPTION	VALUE
<u>1</u>	<u>Replace Water Source Heat Pump (Mechanical Room)</u>	<u>\$ 10,325.00</u>
TOTAL VALUE		<u>\$ 10,325.00</u>

ABOVE TO BE USED FOR:

Replacement of water source heat pump (3rd floor mechanical room).

RECOMMENDED VENDOR:

BUSINESS NAME: M. S. Johnston

ADDRESS: 13261 Pennsylvania Avenue

CITY, STATE: Hagerstown, Maryland 21742

BID/PROPOSAL/QUOTE NO.: _____ (Circle one)

OTHER VENDORS:

Firm	City/State	Total Amount
<u>Beaver Mechanical</u>	_____	<u>\$ 12,990.00</u>
<u>Miller & Anderson, Inc.</u>	_____	<u>\$ 12,380.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

COMMENTS

(1) DEPARTMENT MANAGER:

This is a MUST NEED replacement due to aging system. And
CONTINUED OPERATION of OUR facility.

Chay Paw 12/11/2020

Signature/Date

(2) PURCHASING AGENT:

Recommend approval.

Jason Miller 12/04/2020

Signature/Date

(3) FINANCE MANAGER:

Approve - this upgrade/equip replacement is
necessary and there is sufficient funding
in FY21 Budget to cover
this purchase.

Michelle Lee 12/4/20

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend Approval

Debra Munn 12/4/2020

Signature/Date

CITY OF HAGERSTOWN
MAYOR AND COUNCIL
PURCHASE/CONTRACT INFORMATION
MEETING OF _____

Do Not Complete This Section:
APPROVED FOR: _____
CONSENT AGENDA _____
NEW BUSINESS _____

Originating Department Police By Paul J. Kifer

Account No. 4510000 5306 C0308 Account/Project Name _____

Budget Amount \$ _____ Account Balance \$ _____ Year: 2020 / 2021 C.I.P. Control No. _____

Unbudgeted * \$ _____ Source of Funds _____
*(See Department Manager's Comments)

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
<u>1</u>	<u>Replace Water Source Heat Pump (Mechanical Room)</u>	<u>\$ 10,325.00</u>
	TOTAL VALUE	<u>\$ 10,325.00</u>

ABOVE TO BE USED FOR:

Replacement of water source heat pump (3rd floor mechanical room).

RECOMMENDED VENDOR:

BUSINESS NAME: M. S. Johnston

ADDRESS: 13261 Pennsylvania Avenue

CITY, STATE: Hagerstown, Maryland 21742

BID/PROPOSAL/QUOTE NO.: _____ (Circle one)

OTHER VENDORS:

<u>Firm</u>	<u>City/State</u>	<u>Total Amount</u>
<u>Beaver Mechanical</u>	_____	<u>\$ 12,990.00</u>
<u>Miller & Anderson, Inc.</u>	_____	<u>\$ 12,380.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

COMMENTS

(1) DEPARTMENT MANAGER:

This is a MUST NEED REPLACEMENT due to aging system. And
CONTINUED OPERATION of OUR facility.

Chay Paw ✓ 11/11/2020

Signature/Date

(2) PURCHASING AGENT:

Signature/Date

(3) FINANCE MANAGER:

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Signature/Date



PROPOSAL

Contractors – Engineers
13261 Pennsylvania Avenue – Hagerstown, MD 21742
P: 301.733.1066 F: 301.797.9675
estimate@msjohnston.com

Page No. 1 of 1 Pages

To: Hagerstown City Police
50 N Burhans Blvd.
Hagerstown MD 21740
Attn: Amy Reed

Job Name/No.: WSHP Replacement
Location: Third floor mechanical room
Phone/Fax:
Email: areed@hagerstownpd.org
Date: 10/29/2020

We hereby submit specifications and estimates for:

Furnish and Install (5 ton unit)

- 1) Demolition to remove the existing McQuay 9 ton water source heat pump for salvage
- 2) One Climate Master 5 ton water source heat pump with flex hoses and ball valves per owner's request
- 3) Platform with safety drain pan and float switch to elevate new unit
- 4) Reconnect the water piping
- 5) New thermostat and reconnect the control wiring
- 6) New fused disconnect switch and reconnect the power wiring
- 7) New supply and return air duct connections with wrap insulation
- 8) Test and start the new unit
- 9) One year parts and service (except filters) including the manufacturer's five year compressor parts warranty
- 10) Tax

4510000
5594
C0308

For The Sum Of \$ 10,325.00

Note: Permit fee not included-assumed it will be waived

Note: Existing shut off valves in the water piping are assumed that they will work until new ball valves are installed

There are no warranties which extend beyond the description on the face of this agreement. The Seller shall not be liable for any consequential damage and its liability is limited solely to a repair of the defective material under the terms of any written warranty provided in connection with this contract.

M.S. Johnston Co., Inc. offers Annual HVAC Maintenance Services. Please ask your Project Manager for further details.

We Propose hereby to furnish material and labor – complete in accordance with these specifications, for the sum of:
dollars (\$)

Payable as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary Insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

Clifford Cowden

Note: This proposal may be withdrawn by us if not accepted within ____ days.

Visa and Master Card will be accepted. Please add 3% to contract price when this form of payment is used.

Acceptance of Proposal – The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature Yellie Ch Date 11/2/20 Signature _____ Date _____

Reed, Ami

From: Bill Nalley <wnalley@millerandanderson.com>
Sent: Thursday, October 15, 2020 4:19 PM
To: Reed, Ami
Subject: Quotation: HP-13 Replacement

ATTENTION! This message originated from an **external source**. Please use proper judgment and caution when opening **attachments, clicking links, or responding** to this email. Any claims of being a City official or employee **should be verified** and not assumed to be true. Please contact the IT department if you have any questions or concerns about this email or its contents.

Dear Mrs. Reed;

We are pleased to offer our quotation for the following:

Condensate safety switch

- Remove existing unit from the site.
- Set new auxiliary condensate pan 4" off of floor with separate drain line to floor drain.
- Set new **5-ton** water source heat pump in pan with separate drain line to floor drain.
- Reconnect heat pump loop water piping.
- Install custom fabricated sheetmetal supply and return duct.
- Reconnect power wiring.
- Install new thermostat.
- Start up and check out.

Our price for the above work..... \$12,230.00.

(twelve thousand two hundred thirty dollars)

Terms: 50% Down Payment

William R. Nalley

Engineering

Miller & Anderson, Inc.

540-323-1126 cell

\$150.00 - Condensate safety switch
\$12,380.00
Per Bill Nalley

This email was scanned by Bitdefender

BEAVER

Mechanical Contractors, Inc.

61 WEST LEE STREET
HAGERSTOWN, MD 21740-6092
Phone (301-790-1400) Fax (301-739-8365)
www.beavermechanical.com

Revised October 20, 2020
10/02/2020, 07/28/2020

Hagerstown Police Department
50 North Burhans Boulevard
Hagerstown, MD 21740

Attn: Ami Reed

Ref: [Replace Third Floor Water Source Heat Pump # 13]

In accordance with your recent correspondence with our office, we propose to provide the necessary labor and material required to replace the existing nominal 9-Ton, floor-mounted McQuay Water Source Heat Pump (WSHP) with a new nominal 5-Ton WSHP, per your request. Our proposal Includes a new programmable thermostat, drain pan, valves with flexible hoses and an integral condensate safety switch. The new unit shall be elevated as required. We propose to reconnect to the existing condensate, supply and return piping and supply and return ductwork. Our proposal to replace the existing nominal 9-Ton WSHP with a nominal 5-Ton WSHP as outlined herein, is in the amount of:

\$ 12,990.00

Notes:

- Bonds, Prevailing Wage Rates, Permit fees, Builder's Risk Insurance and Professional Liability Insurance are Excluded
- Applicable taxes and Permit (fees waived) are Included
- 5-Ton WSHP Electrical characteristics: [230v/3ph/60hz] ... requires a (40) amp breaker
- Re-installation/repair of duct insulation that is disturbed by this work, is Included. All other insulation work is Excluded.
- Air and water balancing and water treatment are Excluded
- Our proposal is based on the fact that the existing water shut-off valves are 'fully functional'
- Temporary heating, cooling and ventilation are Excluded
- As of 10-20-20, the *estimated* availability for this unit is (6) weeks plus holiday delays
- Identification and all painting are Excluded
- If we find additional piping leaks and/or deteriorated piping, fittings ductwork or specialties that need to be replaced, we will contact owner's representatives immediately so that a decision can be made about further repairs and replacements at extra cost
- All electrical power wiring, circuits, terminations, conduit and specialties are Excluded
- Work areas shall be cleared (*by others*) prior to work start
- We anticipate that the existing thermostat wire for WSHP 13 will be similar to the existing thermostat wire for the WSHP 14 replacement job [only (6) conductors]. If this is the case, the existing thermostat wire will not have enough conductors to display a fault light on the new thermostat. If required and upon receiving approval from owner's representatives, we shall replace the existing thermostat wire on a "Time & Material" basis.
- No other work is included nor implied

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

Topic:

Bulk Gasoline Purchase – Petroleum Traders Corporation (Fort Wayne, IN) Estimated Cost Not to Exceed \$ 441,244

Mayor and City Council Action Required:

Discussion:

Purchase of bulk gasoline from Petroleum Traders Corporation. See the attached.

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Public_Works_-_Bulk_Gasoline_-_Signed_Consent_Form.pdf
Bulk_Gasoline_Petroleum_Traders_Corporation.pdf

Description

Signed Consent Form
Consent Form Bulk
Gasoline Petroleum Traders

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Quantity	Description	Value
1 each	Bulk Gasoline Purchase (est. 110,000 gallons per year)	*\$505,519
	*Total bid price per Washington County Bid for Diesel Fuel only	

**1 full year of City of Hagerstown budget

Highway use of diesel fuel for General Fund Departments (Public Works, Parks, etc.), Utility Departments (Light, Water, Wastewater) and the Golf Course to operate equipment and heavy duty trucks.

Business Name:	Petroleum Traders Corporation
Address:	7120 Pointe Inverness Way
City, State:	Fort Wayne, IN 46804
Bid/Proposal/Quote No.:	Washington County PUR-14

[illegible]

(1) **Department Manager:** Washington County Government competitively bids the diesel fuel and gasoline for themselves, the Board of Education and the City of Hagerstown to obtain a better bulk rate. The price is based on a bidder's Plus/Minus Factor (think "overhead") added to the current OPIS (Oil Price Information Service) price given on a particular date. The actual price for fuel will vary over the length of the contract from the bid price depending upon the current OPIS rate. The bidder's Plus Factor prices are good from December 1, 2020 through November 30, 2021. Total value of contract is based on an estimated amount of 90,000 gallons of diesel fuel and 110,000 gallons of gasoline to be used in one calendar year. Budget amount based on both gasoline and diesel fuel purchases.

Attached is the Agenda Report Form for Washington County Maryland presented and approved on November 17, 2020.

ETB *[Signature]* 11/23/2020

Signature / Date

(2) **Purchasing Agent:**

Recommend approval.

Jacourt Miller
12/04/2020

Signature / Date

(3) **Finance Manager:**

Approve - this contract will cross fiscal years. There is sufficient funding in FY21 budget to cover this necessary product. It is anticipated funding will continue to be included as needed in FY22 budget process.

Michelle [Signature]
12/4/20

Signature / Date

(4) **City Administrator's Recommendation:**

Recommend Approval

Qua Nurwa 12/4/2020

Signature / Date

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Originating Department:	Public Works	By:	Eric B. Deike, Director
Account Number:	xxxx-5431	Account / Project Name:	Fuel Inventory
Budget Amount:	\$441,244	Account Balance:	\$359,764
		Year:	20/21
		CIP Control No.	NA
Unbudgeted \$:	Source of Funds:	General Fund, Light, Water, Wastewater, Golf	

Quantity	Description	Value
1 each	Bulk Gasoline Purchase (est. 110,000 gallons per year)	*\$505,519
	*Total bid price per Washington County Bid for Diesel Fuel only	

TOTAL VALUE OF PROJECT: **\$441,244

**1 full year of City of Hagerstown budget

ABOVE TO BE USED FOR:

Highway use of diesel fuel for General Fund Departments (Public Works, Parks, etc.), Utility Departments (Light, Water, Wastewater) and the Golf Course to operate equipment and heavy duty trucks.

Recommended Vendor:

Business Name:	Petroleum Traders Corporation
Address:	7120 Pointe Inverness Way
City, State:	Fort Wayne, IN 46804
Bid/Proposal/Quote No.:	Washington County PUR-14

OTHER VENDORS:

[illegible]

(1)Department Manager: Washington County Government competitively bids the diesel fuel and gasoline for themselves, the Board of Education and the City of Hagerstown to obtain a better bulk rate. The price is based on a bidder's Plus/Minus Factor (think "overhead") added to the current OPIS (Oil Price Information Service) price given on a particular date. The actual price for fuel will vary over the length of the contract from the bid price depending upon the current OPIS rate. The bidder's Plus Factor prices are good from December 1, 2020 through November 30, 2021. Total value of contract is based on an estimated amount of 90,000 gallons of diesel fuel and 110,000 gallons of gasoline to be used in one calendar year. Budget amount based on both gasoline and diesel fuel purchases.

Attached is the Agenda Report Form for Washington County Maryland presented and approved on November 17, 2020.

SB Nh 11/23/2020

Signature / Date

(2) Purchasing Agent:

Signature / Date

(3) Finance Manager:

Signature / Date

(4) City Administrator's Recommendation:

Signature / Date



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1476) for Gasoline and Diesel Fuel Deliveries

PRESENTATION DATE: November 17, 2020

PRESENTATION BY: Brandi Naugle, CPPB, Buyer – Purchasing Department, and Zane Rowe, Deputy Director, Washington County Highway Department.

RECOMMENDED MOTION: Move to award the bids for gasoline and diesel fuel transport deliveries and gasoline and diesel fuel tank-wagon deliveries under Option No. 1, four (4) separate contracts to the responsive, responsible bidders who submitted the lowest bids.

1. Contract for **gasoline tank-wagon deliveries** to **A. C. & T. Company, Inc of Hagerstown, MD** at the unit prices stated in its bid dated October 20, 2020.
2. Contract for **gasoline transport deliveries** to **Petroleum Traders Corporation of Fort Wayne, IN.** at the unit prices stated in its bid dated October 19, 2020.
3. Contract for **diesel tank-wagon deliveries** to **A. C. & T. Company, Inc of Hagerstown, MD** at the unit prices stated in its bid dated October 20, 2020.
4. Contract for **diesel transport deliveries** to **Mansfield Oil Company of Gainesville, Inc.** of Gainesville, GA. at the unit prices stated in its bid dated October 19, 2020.

REPORT-IN-BRIEF: The following tabulations listed below were made from the bids received on October 21, 2020 based on estimated quantities for the contract period that is tentatively to begin on December 1, 2020 and end November 30, 2021. The contracts are for a one (1) year term with no option to renew. These are requirements contracts and the County guarantees neither a maximum nor a minimum quantity.

The bid was advertised on the State of Maryland's eMMA "eMaryland Marketplace Advantage" web site, on the County's web site, and in the local newspaper. Thirty (30) persons/companies registered/downloaded the bid document on-line and six (6) bids were received. The bids were evaluated based on the Oil Price Information Service (OPIS) pricing index publication and the bidder's bid factor; bids were submitted as follows:

GASOLINE: OPTION NO. 1 *(multiple contract award)*

<u>Vendor</u>	<u>Transport Loads Total Bid</u>	<u>Tank-wagon Loads Total Bid</u>
A, C & T Co., Inc. Hagerstown, MD	\$539,558.41	\$ 108,772.80
Colonial Oil Industries, Inc. Savannah, GA	\$524,982.21	NO BID
Mansfield Oil Company Gainesville, GA	\$516,533.60	NO BID
PAPCO, Inc. Aston, PA	\$509,345.06	NO BID
Petroleum Traders Corporation Fort Wayne, IN	\$505,518.99	NO BID

DIESEL: OPTION 1 *(multiple contract award)*

<u>Vendor</u>	<u>Transport Loads Total Bid</u>	<u>Tank-wagon Loads Total Bid</u>
A, C & T Co., Inc. Hagerstown, MD	\$808,603.00	\$89,982.50
Colonial Oil Industries, Inc. Savannah, GA	\$800,323.788	NO BID
Mansfield Oil Company Gainesville, GA	\$ 783,326.32	NO BID
PAPCO, Inc. Aston, PA	\$1,414,992.53	NO BID
Petroleum Traders Corporation Fort Wayne, IN	\$787,779.53	NO BID

GASOLINE & DIESEL: OPTION II *(single contract award)*

<u>Vendor</u>	<u>Transport/Tankwagon LoadsTotal Bid</u>
A, C & T Co., Inc. Hagerstown, MD	\$1,542,371.9036
Colonial Oil Industries, Inc. Savannah, GA	NO BID
Mansfield Oil Company Gainesville, GA	NO BID
PAPCO, Inc. Aston, PA	NO BID
Petroleum Traders Corporation Fort Wayne, IN	\$1,552,296.41

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

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

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: The complete Bid Tabulation may be viewed on-line at:
<https://www.washco-md.net/wp-content/uploads/purch-pur-1476-bidtab.pdf>

AUDIO/VISUAL NEEDS: N/A

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

Topic:

Bulk Diesel Fuel Purchase – Mansfield Oil Company (Gainesville, GA) Estimated Cost Not to Exceed \$ 441,244

Mayor and City Council Action Required:

Discussion:

Purchase of bulk diesel fuel Mansfield Oil Company. See the attached.

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Public_Works_-_Bulk_Diesel_Fuel_-_Signed_Consent_Form.pdf

Signed Consent Form

Bulk_Diesel_Fuel_Mansfield_Oil_Company.pdf

Consent Bulk Diesel Fuel
Mansfield Oil Company

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Originating Department:	Public Works	By:	Eric B. Deike, Director
Account Number:	xxxx-5431	Account / Project Name:	Fuel Inventory
Budget Amount:	\$441,244	Account Balance:	\$359,764
		Year:	20/21
		CIP Control No.	NA
Unbudgeted \$:	Source of Funds:	General Fund, Light, Water, Wastewater, Golf	

Quantity	Description	Value
1 each	Bulk Diesel Fuel Purchase (est. 90,000 gallons per year)	*\$783,326
	*Total bid price per Washington County Bid for Gasoline only	

*Excludes Taxes per the Bid Documents

TOTAL VALUE OF PROJECT: **\$441,244

**1 full year of City of Hagerstown budget

ABOVE TO BE USED FOR:

Highway use of diesel fuel and gasoline for General Fund Departments (Public Works, Parks, etc.), Utility Departments (Light, Water, Wastewater) and the Golf Course to operate equipment and heavy duty trucks.

Recommended Vendor:

Business Name:	Mansfield Oil Company
Address:	1025 Airport Parkway S. W.
City, State:	Gainesville, GA 30501
Bid/Proposal/Quote No.:	Washington County PUR-1444

OTHER VENDORS:

[illegible]

(1) Department Manager: Washington County Government competitively bids the diesel fuel and gasoline for themselves, the Board of Education and the City of Hagerstown to obtain a better bulk rate. The price is based on a bidder's Plus/Minus Factor (think "overhead") added to the current OPIS (Oil Price Information Service) price given on a particular date. The actual price for fuel will vary over the length of the contract from the bid price depending upon the current OPIS rate. The bidder's Plus Factor prices are good from December 1, 2020 through November 30, 2021. Total value of contract is based on an estimated amount of 90,000 gallons of diesel fuel and 110,000 gallons of gasoline to be used in one calendar year. Budget amount based on both gasoline and diesel fuel purchases.

Attached is the Agenda Report Form for Washington County Maryland presented and approved on November 17, 2020.

SBH 11/23/2020

Signature / Date

(2) Purchasing Agent:

Recommend approval.

Jason L. Miller
12/04/2020

Signature / Date

(3) Finance Manager:

Approve - this contract will cross fiscal years. There is sufficient funding in FY21 budget for this inventory supply. It is anticipated funding will continue to be included as needed in FY22 budget process.

Michelle Hagan
12/4/20

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

Scott Newman 12/4/2020

Signature / Date

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Originating Department:	Public Works	By:	Eric B. Deike, Director
Account Number:	xxxx-5431	Account / Project Name:	Fuel Inventory
Budget Amount:	\$441,244	Account Balance:	\$359,764
		Year:	20/21
		CIP Control No.	NA
Unbudgeted \$:	Source of Funds:	General Fund, Light, Water, Wastewater, Golf	

Quantity	Description	Value
1 each	Bulk Diesel Fuel Purchase (est. 90,000 gallons per year)	*\$783,326
	*Total bid price per Washington County Bid for Gasoline only	

*Excludes Taxes per the Bid Documents

TOTAL VALUE OF PROJECT: **\$441,244

**1 full year of City of Hagerstown budget

ABOVE TO BE USED FOR:

Highway use of diesel fuel and gasoline for General Fund Departments (Public Works, Parks, etc.), Utility Departments (Light, Water, Wastewater) and the Golf Course to operate equipment and heavy duty trucks.

Recommended Vendor:

Business Name:	Mansfield Oil Company
Address:	1025 Airport Parkway S. W.
City, State:	Gainesville, GA 30501
Bid/Proposal/Quote No.:	Washington County PUR-1444

[illegible]

(1)Department Manager: Washington County Government competitively bids the diesel fuel and gasoline for themselves, the Board of Education and the City of Hagerstown to obtain a better bulk rate. The price is based on a bidder's Plus/Minus Factor (think "overhead") added to the current OPIS (Oil Price Information Service) price given on a particular date. The actual price for fuel will vary over the length of the contract from the bid price depending upon the current OPIS rate. The bidder's Plus Factor prices are good from December 1, 2020 through November 30, 2021. Total value of contract is based on an estimated amount of 90,000 gallons of diesel fuel and 110,000 gallons of gasoline to be used in one calendar year. Budget amount based on both gasoline and diesel fuel purchases.

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SBH 11/23/2020

Signature / Date

(2) Purchasing Agent:

Signature / Date

(3) Finance Manager:

Signature / Date

(4) City Administrator's Recommendation:

Signature / Date



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1476) for Gasoline and Diesel Fuel Deliveries

PRESENTATION DATE: November 17, 2020

PRESENTATION BY: Brandi Naugle, CPPB, Buyer – Purchasing Department, and Zane Rowe, Deputy Director, Washington County Highway Department.

RECOMMENDED MOTION: Move to award the bids for gasoline and diesel fuel transport deliveries and gasoline and diesel fuel tank-wagon deliveries under Option No. 1, four (4) separate contracts to the responsive, responsible bidders who submitted the lowest bids.

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Mansfield Oil Company Gainesville, GA	\$516,533.60	NO BID
PAPCO, Inc. Aston, PA	\$509,345.06	NO BID
Petroleum Traders Corporation Fort Wayne, IN	\$505,518.99	NO BID

DIESEL: OPTION 1 *(multiple contract award)*

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Colonial Oil Industries, Inc. Savannah, GA	\$800,323.788	NO BID
Mansfield Oil Company Gainesville, GA	\$ 783,326.32	NO BID
PAPCO, Inc. Aston, PA	\$1,414,992.53	NO BID
Petroleum Traders Corporation Fort Wayne, IN	\$787,779.53	NO BID

GASOLINE & DIESEL: OPTION II *(single contract award)*

<u>Vendor</u>	<u>Transport/Tankwagon LoadsTotal Bid</u>
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Colonial Oil Industries, Inc. Savannah, GA	NO BID
Mansfield Oil Company Gainesville, GA	NO BID
PAPCO, Inc. Aston, PA	NO BID
Petroleum Traders Corporation Fort Wayne, IN	\$1,552,296.41

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

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

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: The complete Bid Tabulation may be viewed on-line at:
<https://www.washco-md.net/wp-content/uploads/purch-pur-1476-bidtab.pdf>

AUDIO/VISUAL NEEDS: N/A

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

Topic:

Water – Annual Software Support and Services at the Willson Plant for SCADA – ABB, Inc.
(Cleveland, OH) \$ 67,100.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_-_ABB_Software_Support_-_Signed_Consent_Form.pdf
Consent_Agenda_ABB_Service_Agreement_110920.pdf
City_of_Hagerstown_IAENCare_EAS-200827-
1_Rev_03_Supplement_01.pdf

Description

Signed Consent Form
ABB Service Agreement
ABB Service Agreement

Approval For:	
Consent Agenda:	X
New Business:	

Originating Department: <u>Water Department</u>		By: <u>William Luhn</u>	
Account Number: <u>52-70501-5378</u>		Account/Project Name: <u>Willson Mintenance Agreements</u>	
Account Number: _____		Account/Project Name: _____	
Budget Amount: FY21	\$ <u>135,000</u>	Account Balance: \$ <u>102,747</u>	Year _____ CIP Control No.: _____
Budget Amount: FY21	_____	Account Balance: _____	Year _____ CIP Control No.: _____
Unbudgeted: _____		Source Of Funds: <u>Water Fund</u>	

Quantity	Description	Value
1	Annual Software Support and Services at the Willson Plant for SCADA	\$ 67,100.00
	TOTAL	\$ 67,100.00

ABB SCADA Annual Renewal - Software Support and Upgrades. Sole Source and Maintenance Contract Proprietary Software. Maintenance Period 1/1/21-12/31/21.

Business Name: ABB, Inc.
Address: 23000 Harvard Blvd.
City, State: Cleveland Ohio 44122

Other Vendors:

[illegible]

Comments

Department Manager (required on all unbudgeted items):

ABB SCADA Annual Renewal - Software Support and Upgrades. Sole Source and Maintenance Contract Proprietary Software. Maintenance Period 1/1/21-12/31/21.



Water Operations Manager

12/1/2020

Date

Finance Department:

Recommend approval.



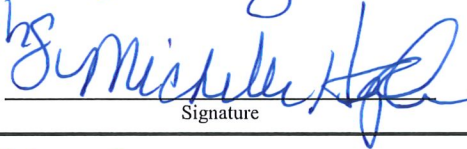
Signature

12/04/2020

Date

Finance Manager:

Approve - this software maintenance is needed for current software utilized. This will span fiscal year. There is adequate funding in FY21 budget. It is anticipated funding will remain in FY22 budget process.



Signature

12/4/20

Date

City Administrator's Recommendation:

Recommend Approval



Signature

12/4/2020

Date

Approval For:	
Consent Agenda:	X
New Business:	

Quantity	Description	Value
1	Annual Software Support and Services at the Willson Plant for SCADA	\$ 67,100.00
	TOTAL	\$ 67,100.00

ABB SCADA Annual Renewal - Software Support and Upgrades. Sole Source and Maintenance Contract Proprietary Software. Maintenance Period 1/1/21-12/31/21.

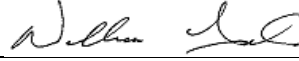
Recommended Vendor:	
Business Name:	ABB, Inc.
Address:	23000 Harvard Blvd.
City, State:	Cleveland Ohio 44122
Bid/Proposal/Quote No.:	Sole-source

[illegible]

Comments

Department Manager (required on all unbudgeted items):

ABB SCADA Annual Renewal - Software Support and Upgrades. Sole Source and Maintenance Contract Proprietary Software. Maintnenace Period 1/1/21-12/31/21.



Water Operations Manager

12/1/2020

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

**Let's write the future
Together**



Industry Care

Proactive



Duane Bartles
Water Production
City Of Hagerstown
151 Park Ave
Hagerstown, MD 21740

Proposal Date: November 4, 2020
Proposal Number:
EAS-200827-1 Rev 03_Supplement 01
Service Account Manager: Wayne Stefancin

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1 Introduction

Industry Care is a best-in-class service offering designed to increase your plants uptime, extend your plant's life, increase your operational efficacy, and ultimately, provide the means to support all service needs today and the expertise to plan for tomorrow's dynamic changes. With unparalleled knowledge resulting from solutions installed at thousands of facilities around the world, ABB is uniquely qualified to help manage all aspects of your plant, from your primary electrical equipment to your control system and all connected devices.

Industry Care provides a premium level of support that starts with a Technical Account Manager (TAM). The TAM serves as your primary support contact for all of your support needs and coordinates the entire service team.

Industry Care drives value for your plant by providing **rapid response** to issues and questions, including services and technologies that **extend the lifecycle** and **improve the reliability** of your control system, and **improve the operating performance** of your process. The Care contract value can be further enhanced by leveraging the full breadth and depth of ABB capabilities including electrification services, drives services, and ABB Ability™ digital technologies.

It's all about improving **your** business outcomes. From ABB's portfolio of technology and services from field service, tuning services, and spare parts to consulting, optimization, ABB Ability™ digital portfolio, and turnkey services; we support every stage of the plants life cycle and ensure maximum results from your full fleet of assets.

2 Scope of Work

2.1 Technical Account Manager

A Technical Account Manager (TAM) will be assigned to your plant as a single point of contact. The TAM will be familiar with your industry, proactively monitor your support needs, and ensure key resources within ABB are engaged to quickly solve any of the various issues that may arise. Below you will find a summary of the deliverables associated with your TAM, with detailed sections for each service to follow:

TAM Deliverables:

- Kick-off call & site visit
- Dedicated phone number for support
- Constant support case tracking
- Quarterly reporting & conference call

2.1.1 Contract Kick-off & Site Visit

Shortly after acceptance of the purchase order, your TAM will host a conference call to review the deliverables of this agreement and get your service underway. Additionally, plans will be made for installation of any hardware and software required in this agreement, as well as a site visit by the TAM.

The TAM will visit the plant site to expand the TAM's knowledge of the plant, plant personnel, maintenance and operational philosophy, and set the foundation for a collaborative working relationship. This trip is for a maximum of one day on site.

2.1.2 Unique Call-in Process

With this Care contract, you will receive a **dedicated phone number** to receive priority call handling and automatically route your call to your assigned TAM. In the event that your TAM is unavailable, an option will be provided to leave a message, or transfer to another TAM. Upon leaving a message, a notification will go out to your TAM alerting them that a message has been left.

2.1.3 Support Case Tracking

Your TAM will provide the initial level of technical support and escalate when necessary. All support activity will be logged in an ABB database to provide accurate tracking of all of the cases, as well as the status of each case.

2.1.4 Quarterly Reporting & Conference Call

The TAM will provide quarterly reports which summarize all of the support activity for the Industry Care agreement. The report will contain the agreed upon value or benefit derived from the Care agreement during the previous quarter. In addition, action item status from quarterly conference calls will be provided.



The report will be reviewed during a quarterly conference call hosted by your TAM. During this call, all cases and support activity from the prior period, and the status of any open cases will be discussed. The TAM will solicit feedback on how well the support program is working, and any areas for improvement in the support process will be identified.

2.2 Contract Management Team

Contract management is adjusted to reflect the Scope of Work and also tailored to meet Customer requirements. The ABB contract management team includes an Operations Manager, Service Coordinator, Business Administrator, Sales Account Manager as well as the Technical Account Manager, with escalation to a Regional Director.

The Contract Team will be responsible for the quality monitoring, reporting and follow up of continuous improvement of Scope of Work. The Contract Team is responsible for execution of the following functions:

- Overall responsible for Scope of Work and single point of contact for Customer's Contract Holder
- Operations of a resource team to meet requirements from Customer and Scope of Work
- Review of available lifecycle information for registered installed base
- Provide information about recommended spare parts

2.3 Rapid Response Services

2.3.1 Telephone Support

Although your TAM will be the primary contact for technical support and issues, The City of Hagerstown will also have access to an **unlimited number** of technical support cases with a **1 hour** response commitment during normal business hours throughout the duration of this contract. Escalation of support cases is made through the ABB Contact Center. Response time is defined as the time from the request has been received and acknowledged by a specialist.

Technical support is available 24/365 with afterhours support limited to cases where the system is down, in danger of going down, or when system performance is significantly off from expected based on input and information provided by City of Hagerstown. This support function may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser).

ABB Contact Center contact details are:

Email: AutomationSupportLine@us.abb.com

Telephone number: 1-800-HELP-365 (1-800-435-7365)

The City of Hagerstown request will include the following information to the ABB Contact Center:

- Customer name
- Name of inquirer

- Name of site
- Type of equipment
- Description of inquiry
- Priority of the inquiry
- Contact details of the inquirer

2.3.2 Online Support

Online support is available through the Premium version of MyABB / My Control System portal. Through My Control System, you can:

- Check my system licenses / Automation Sentinel status
- See system details pages and system reports
- Have access to subscriptions and software licenses of the installed control system(s)
- Access cyber security related information, recommendations and downloads
- Determine contact information of designated ABB Service organization
- Find My Safety Reports / My Product Alerts
- Research available training
- Access security updates and patches, service packs, new control system software versions
- See validation results and downloadable qualified third party security updates from Microsoft / McAfee ePO policies/Symantec definition files
- Find user manuals, data sheets, product updates
- Check the overall status of the process control system health, performance and validated software updates

Online support may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser). For each system under contract, City of Hagerstown will have up to fifteen (15) users, plus one (1) control system administrator. **City of Hagerstown is responsible for completing and returning the form in Appendix B for user access.**

2.3.3 Application Support

Under the Care program, ABB will provide an **unlimited number** of application technical support cases during the contract period. The application phone support cases are to assist when seeking advice on making minor adjustments to existing application logic.

Application technical phone support will be provided by system or process control engineers during normal business hours (excluding holidays). This support function may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser). Items such as tuning support, control logic additions/conversions, and control system optimization are not included and can be provided under an additional service contract.

2.4 Lifecycle Management Services

2.4.1 Sites and Systems Supported

The following table(s) outlines the sites and systems covered under this Contract with their corresponding software maintenance level.

City of Hagerstown – RC Wilson WTP - SID40853

Software Support Level	Maintain+ Level	# of Concurrent Users	7	System Functionality	☐ Turbine Analyst ☒ History ☒ Harm. Gateway
Licenses Included in System Identification					
License #	Product Description			Machine ID	
SL121001809032093	S+ Operations, Primary, v2.0 Server Configuration - Standard Server, Primary Real Time Data Server Tag Capacity - 10000 realtime tags Remote Clients Support - (7 clients) Harmony Connect - Yes Harmony/INFI Driver - Yes Office ThinWebClient - (Total of 2 ThinClients) History Server - Yes Report Package (required with History Server) - Yes 2 Historical Logs x1000 - Packs of 1000 Alarm Portal - Yes Central Diagnostic - Yes OPC Client - Yes SNMP Scanner - Yes			01c9	
SL668001809032093	S+ Operations, Redundant, v2.0 Server Configuration - Standard Server, Redundant Real Time Data Server Tag Capacity - 10000 realtime tags Remote Clients Support - (7 clients) Harmony Connect - Yes Harmony/INFI - Yes Office ThinWebClient - (Total of 2 ThinClients) History Server - Yes Report Package (required with History Server) - Yes 2 Historical Logs x1000 - Packs of 1000 Alarm Portal - Yes Central Diagnostic - Yes (default) OPC Client - Yes SNMP Scanner - Yes			01bb	
SL435172811165054	S+ Operations, Frontend, v2.0			000AF729D7C4	
SL277021809032093	Composer Harmony Server, v6.1			10880	
SL652021809032093	Composer System, v1.0				
SL168011809032093	Harmony Gateway, v6.0				

2.4.2 Software Maintenance

As part of this contract, City of Hagerstown will have access to the **Maintain +** level of software maintenance. Please refer to the subsequent section for details on what systems and components are covered.

Maintain+ level provides access to software or firmware error corrections, performance improvements, and 3rd party compatibility updates for the current software version installed, as well as the availability to upgrade the currently installed software products from one version of the platform to the latest released version of the same platform for platforms that are “Active” or “Classic” lifecycle status.

Delivery of software updates will be through the myABB / My Control System portal, or on physical media in certain situations. Flashable firmware updates will be available through this portal as well. Firmware updates delivered on physical media may be purchased for an additional fee.

The software maintenance updates provided by ABB will automatically be subject to the applicable end-user software license agreement. Software corrections for individual issues are not available prior to the release of a periodic software maintenance update. Purchaser may request the correction of a specific issue and ABB will attempt to make available, at its option, a temporary correction if City of Hagerstown communicates the issue to be business critical and ABB determines a temporary correction is both technically and economically feasible.

2.4.3 Cyber Security Patch Delivery

Every month throughout the duration of this contract, ABB will provide a CD of all Microsoft validated patches for ABB control system software and associated ABB validation test status documentation. This document lists Microsoft security bulletins including relevant KB article numbers, criticality, affected Microsoft products, and ABB’s validation status.

Patch validation applies only for ABB software at “Active” or “Classic” status at the latest available service pack. The validation testing of Microsoft security updates is done along with McAfee VirusScan® Enterprise. Documentation about the latest patch level, scan engine, and virus definition file versions validated are published together with the Microsoft security update test results. The information and software provided is for use on ABB systems covered by this Contract. **City of Hagerstown is responsible for completing and returning the form in Appendix C for delivery contact and address of this disc.**

Note: As of January 14, 2020 security patches will not be available from Microsoft for Windows 7 and Server 2008.

2.4.4 Control System Benchmark

As part of the Care contract, ABB will conduct a Control System Benchmark during the term of the contract. The Control System Benchmark will provides to the customer an accurate depiction of the installed control system equipment, along with lifecycle status and criticality

matrix, warranty information (if available) and which equipment is covered by the agreement within a report on the myABB customer portal.

The Control System Benchmark is conducted by running a Service Products Data Collector (SPDC) automated tool that can be downloaded from myControlSystem or provided to customer by USB storage media. The SPDC tool validates key parameters including:

- Lifecycle status of hardware and software
- ABB software versions are all loaded correctly and are on appropriate nodes
- Appropriate versions of Microsoft software, including patches are on every node
- Most up-to-date antivirus (McAfee or Symantec) software on every node
- Microsoft Windows, computer hardware and controller KPI's to determine system load
- Control hardware version
- Cybersecurity settings

In order to complete the Control System Benchmark the SPDC tool must be run from a Microsoft Windows workstation or server that is on the same network as all the other control system nodes. City of Hagerstown may apply virus checks to media prior to loading the SPDC tool on the system. The SPDC tool runs in the background and does not need to be attended. The length of time needed to complete varies based on system size.

2.4.5 Onsite Field Service

As part of the Industry Care contract, ABB will provide **40 hours per year** to perform on-site maintenance services. Any of the 40 hours of Onsite Field Service not be used within the current year, the City of Hagerstown will be allowed to carry the unused balance over into the next year to be used during the first ninety (90) days; however, if City of Hagerstown renews the Industry Care contract, the unused hours will be rolled into the new contract. Service labor time includes diagnostic time, repair time, verification time, time awaiting the delivery of parts, time waiting for access to equipment, and time required to complete the documentation of the service call activities. A minimum of four (4) hours is charged for any service call to a client's facility. Service labor time DOES NOT include travel to and from site. The use of these hours are subject to defined Primary Working Hours as referenced in Appendix A.

Travel and living expenses are included with this Contract.

In the event all of the hours are used, additional hours may be purchased at **15 percent off** the current field service labor rates if purchased during the contract period. Additional purchased material, equipment rental, etc. are in addition to service hours and will be quoted per the service required.

2.4.6 Hardware & Software Discounts

ABB will provide hardware and software discounts off the current ABB price book during the Industry Care contract period. Discounts during the contract period will be extended at the following rates:

Hardware

New	Description
Symphony Plus Harmony Rack	10% discount (0.90 of list)
Symphony Plus DIN	10% discount (0.90 of list)
Repairs and Refurbished parts	
Repairs	10% discount (0.90 of list)
Refurbished	10% discount (0.90 of list)
Software	
Symphony Plus	10% discount (0.90 of list)

* Discount applies to currently licensed products. Includes software licenses, media, and USB dongles for new or expansion licensing. Some software expansions may impact the annual price of the Industry Care contract.

2.4.7 In-Person Training Classes

City of Hagerstown is also entitled to purchase in-center training classes from ABB University at **10 percent** off the current list price if purchased during the contract period.

- The discounted pricing would only apply to list price, ABB in-center training classes, scheduled as open enrollment events.
- The discounted pricing would not apply to on-site training events or coaching services.
- This discount cannot be combined with any other agreements or promotions.

ABB University has the right to cancel an open enrollment class that does not meet the student minimum to conduct the training class. ABB University commits to cancelling a class at least 2 weeks prior to the scheduled start date. If the customer chooses to cancel an enrollment, they must do so at least 2 weeks prior to the class start date to avoid a cancellation fee.

2.4.8 Loyalty Offers

As a participant in the Industry Care program, City of Hagerstown will have access to quarterly published Loyalty Offers throughout the duration of the contract. These are special access discounts only made available to contract holders. The Loyalty Offers are made available at the beginning of each calendar year quarter and provide discounts to part and labor packages.

2.5 Lifecycle Management Options

2.5.1 Optional Control System Diagnostic Fingerprint

ABB will utilize the Control System Benchmark data to conduct a Control System Diagnostic Fingerprint for City of Hagerstown. The Control System (Symphony Harmony/INFI 90, S+, or 800xA) Fingerprint service provides a comprehensive diagnostic analysis of system performance. Using our advanced diagnostics software, the ABB Field Service Engineer evaluates Symphony Harmony/INFI 90, S+, or 800xA system performance, identifies improvement areas, and provides improvement recommendations. The diagnostic includes

comprehensive measurement and analysis of INFI Net performance, PCU communication loading, and Controller CPU utilization specifically.

2.5.2 Optional Onsite Instrumentation Field Service

As part of the Industry Care contract, ABB will provide **40 hours per year** to perform on-site maintenance services. Any of the 40 hours of Onsite Field Service not be used within the current year, the City will be allowed to be carry the unused balance over into the next year to be used during the first ninety (90) days; however, if City renews the Water Care contract, the unused hours will be rolled into the new contract. Service labor time includes diagnostic time, repair time, verification time, time awaiting the delivery of parts, time waiting for access to equipment, and time required to complete the documentation of the service call activities. A minimum of four (4) hours is charged for any service call to a client's facility. Service labor time DOES NOT include travel to and from site. The use of these hours are subject to defined Primary Working Hours as referenced in Appendix A.

Travel and living expenses are included with this Contract.

In the event all of the hours are used, additional hours may be purchased at **15 percent off** the current field service labor rates if purchased during the contract period. Additional purchased material, equipment rental, oil processing trailers, etc. are in addition to service hours and will be quoted per the service required.

2.6 Performance Optimization Options

2.6.1 Optional ABB ABILITY™ Loop Performance Monitoring

ABB Ability™ Loop Performance Monitoring (LPM) is an advanced Service for controlled assets that enables you to “View”, “Scan” and “Track” the DCS, feedback measurement instrumentation, and final control elements.

“View” - Collects and stores data in the way that a performance and tuning expert would want to view it.

“Scan” - Analyze the data and reports the findings via predefined Key Performance Indicators (KPIs) to show the performance level.

“Track” - By applying ABB-proprietary algorithms and logic on the data, the level of performance notifications to be forwarded is determined.

The key to achieving and sustaining LPM benefits is to ensure that the View, Scan and Track features are accessible to the people who maintain and manage the full plant control system. This is obtained via the secure, on-site service delivery platform on which these features operate. The service delivery platform can be accessed from anywhere on the plant network, or remotely, by appropriate and approved customer and/or ABB personnel. *Please note that remote access is not required for LPM and the customer chooses whether to allow remote access.* If permitted, secure remote access will be configured per customer requirements with supervised remote access only.

LPM extends ABB Ability™ into a dynamic, ongoing, operational improvement service for ABB customers. It provides access to extensive resources, such as customer employees, ABB's global network of performance and tuning experts, and other application and process professionals who can complement and increase continuous site performance improvements, both operationally and financially.

More Accurate Analysis with Configurable KPIs

ABB Ability™ Loop Performance Monitoring Services include comprehensive data mining techniques, proven loop performance indicators as well as standard service methodologies, supported by years of loop design and fine tuning experience, to access and diagnose:

- Control loop and process issues
- Root cause and interaction analysis
- Controller setup and tuning cluster measurements

ABB Ability™ LPM Service Features

- Non-invasive assessment of process control loops with ABB's proprietary data collection tool
- On-demand analysis after events of concern, process shutdowns or failures
- Benchmark support data and calculations
- Periodic performance diagnostics and continuous monitoring
- Automatic data gathering
- Analysis is delivered on-site or by remote access (if allowed), powered by ABB Ability™, for site personnel and ABB experts
- Performance analysis by ABB experts identifies issues and recommended performance improvements
- Detailed improvement plan, including recommendations by ABB Ability™ performance tuning engineers
- **As an option**, site services by ABB Ability™ performance tuning engineers can address control loop issues with an LPM Software as a Service (SaaS) contract.

Reference Appendix F for Loop Performance Monitoring scope of supply and City of Hagerstown responsibilities.

3 Commercial Summary

Industry Care Proactive Contract – Three Year Contract:

The Contract starts **January 01, 2021** ending **December 31, 2021**.

Part Number	Description	Price	
IAENC-PRO-01	Industry Care – Proactive 1-year agreement	\$ 67,100	Year 1

Optional Services*

1 Year Contract

Part Number	Description	Price	
1 n/a	Control System Diagnostic Fingerprint	\$18,375	Annual
2 n/a	Onsite Instrumentation Field Service: 40 hours with T&L expenses	\$13,288	Annual
3 n/a	Loop Performance Monitoring - Setup	\$17,201	Year 1
4 n/a	Loop Performance Monitoring	\$27,165	Year 1

* Optional Services pricing valid when purchased at the same time as this Industry Care contract.

3.1 Purchase Order

PLEASE NOTE NEW SUBMISSION EMAIL ADDRESS.

This is a One Year Contract, please submit your purchase order referencing proposal number EAS-200827-1 Rev 03_Supplement 01 for the full duration of the Contract. The Purchase Order needs to cover the full duration with line items for each year. Invoice dates are as follows:

Line Item	Part Number	Description	Invoice Date	Price
1	IAENC-PRO-01	Year 1	1/1/2021	\$ 67,100
TOTAL				\$ 67,100

Payment due NET-30 unless otherwise specified in a master agreement. The above table does not reflect any options. Should any options be purchased, the invoice amount in the above table needs to be increased by the annual amount of the option(s).



The purchase order must reference terms and conditions of this Contract. Please fax or email your purchase order to:

Fax – (440) 585-5081

E-mail – PGCare@us.abb.com

3.2 Invoice Schedule & Payment Terms

The terms of payment for all systems, services, and products purchased under this agreement shall be 30 days from date on invoice, subject to **annual** invoices issued following receipt and acceptance of your Purchase Order. **Annual** invoicing will continue automatically for multi-year contract periods per the invoice schedule outlined in Section 3.1 Purchase Order.

If you let the contract expire or lapse at any time, you may reinstate for an additional fee of 5% per month of the most recent annual contract amount that you are not covered under contract, with a maximum fee of 15% of the most recent annual contract amount.

3.3 Cancellation

Contract termination is assessed in 12-month intervals. Termination of this contract will be subject to the following cancellation schedule:

Cancellation Schedule	
Cancellation Timing	Amount
Up to the end of the third month	50% of annual contract amount. Subsequent years of the committed contract period are waived.
Any time between months 4 and 12	Full annual contract amount. Subsequent years of the committed contract period are waived.

3.4 Terms and Conditions

The attached City of Hagerstown Terms and Conditions and Additional Terms and Conditions for City of Hagerstown will apply to any order resulting from this proposal unless modified in writing by an authorized representative of ABB Inc.

3.5 Authorized Users

The Industry Care agreement and services are for the operator/operating company of the specific to the site and systems identified in this proposal. Third parties performing work or services are not authorized or permitted to utilize any of the features or benefits provided with this agreement.

3.6 Travel and Living

All travel and living expenses for services included in this Contract are included. Work performed outside the scope of this Contract are subject to travel and living expenses being invoiced separately at actual incurred cost plus 10% (administrative fee).

3.7 Proposal Validity

This Proposal is subject to acceptance within sixty (60) days from the date of proposal. All prices, schedules, and technical descriptions are valid throughout this period.

3.8 Confidentiality

The information contained in this proposal is proprietary to ABB Inc. and may not be disclosed to any third party or company without the written consent of ABB Inc.

3.9 Change Orders

During the term of this Care agreement, work requested by City of Hagerstown on equipment not included in Section 2 (inclusive) or that has been otherwise delineated as additional scope within this agreement will be completed by ABB under the following conditions:

- Additional Scope will be authorized by City of Hagerstown in writing via a Change Order. In the event a Change Order ABB will, at earliest convenience, provide written confirmation.
- City of Hagerstown shall amend applicable Purchase Orders prior to resources being dispatched to site. In event of an Emergency the Purchase order will be amended to include Change Order additional scope within 5 business days of written confirmation.
- Change Orders will be on a Time and Material basis.

3.10 Authorized Service Provider

During the execution of this Care agreement, ABB reserves the right to utilize an Authorized Service Provider for services on covered equipment. In the event an Authorized Service Provider is utilized, all warranties herein will still apply.

3.11 Publication

Customer approves the use of its name in ABB newsletters, press releases, proposals, experience lists, and resumes (for proposal purposes) of our employees.

3.12 Non-Solicitation

During the term of this Agreement and for one year after any termination of this Agreement, Purchaser will not, without the prior written consent of ABB, either directly or indirectly, on Purchaser's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by ABB or any customer of ABB. Purchaser acknowledges that money damages may not be a sufficient remedy for breach of this requirement. Accordingly, in the event of any such breach, in addition to any other remedies at law or in equity ABB may have, ABB shall be entitled to seek equitable relief, injunctive relief, or both.

3.13 Use of ABB Ability™ Remote Insights Software

Customer acknowledges and accepts that, from time to time, ABB may utilize Remote Insights software in the execution of work associated with this agreement. Remote Insights software facilitates augmented video and audio communications between ABB field resources and ABB



technical support/engineering across a standard cellular connection utilizing an ABB supplied cellular device. The Remote Insights request will be initiated by ABB and shall be limited to the time frame necessary to perform the services requested by ABB engineer.

Appendix A – ABB US Service Standard Rate Sheet – 2020

Primary Work Hours

The following labor rates are applicable during Primary Working Hours (PWH) defined as an 8-hour period beginning between 7:00 A.M. and 10: 00 A.M. Monday through Friday, excluding national and ABB recognized holidays. The primary work hours include a one half-hour non-paid lunch period and two 15-minute breaks during the day.

Base Service Labor Rates

Technology	Service Type	Hourly Rate
Drives and Motors	Field Services	\$315
Open Control systems (OCS)	Field Services	\$306
	Process Application Engineering Services	\$345
Paper Quality Control Systems & Web Imaging Systems (QCS & WIS)	Field Services	\$306
	Sensor Specialist Services	\$342
	Systems Engineering Services	\$342
	Process Application Engineering Services	\$345
	Lorentzen & Wettre Engineering Services	\$326
	Lorentzen & Wettre Specialist Service	\$370
Power Generation	Turbine Control Systems Services	\$335
	Flame Scanner Services	\$335
	Power Plant Tuning	\$335
All	Project Management Services	\$331
	Process Control Tuning Services	\$339
	Regional Technical Advisor, Network & Security Services	\$345
	Process Optimization Services	\$367

Overtime Hours

For billing purposes ABB Inc. defines overtime as those hours worked outside the Primary Working Hours or in excess of eight (8) hours in one day. The standard charges for overtime are defined as follows:

- All work performed outside the PWH or over 8 hours in one day is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Saturday is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Sunday is charged at two times the labor rate (Base Service Labor Rate X 2).
- All work performed on national or an ABB holiday is charged at three times the labor rate (Base Service Labor Rate X 3).

Field Engineer Stand-By

Engineer Stand-By support occurs when a customer requests an engineer to perform “stand-by” duty where that engineer is specifically reserved for that Customer and cannot be dispatched to another Customer job site. The customer reserving the engineer in stand-by readiness mode shall be charged for Stand-By service.

Field Engineer Stand-By Service is charged at 4 PWH per day. If the “reserved” Field Engineer is called to this site, then 2 PWH will be credited to the customer. Overtime hours, travel expenses, travel time and other conditions of service per this rate sheet shall apply.



2020 Holiday Schedule

Wednesday, Jan. 1 - New Year's Day	Wednesday, Nov. 11 – Veterans Day
Monday, Jan. 20 – Martin Luther King Jr. Day	Thursday, Nov. 26 –Thanksgiving Day
Monday, Feb. 17 – Presidents Day	Friday, Nov. 27 – Day After Thanksgiving
Monday, May 25 - Memorial Day	Thursday, Dec. 24 – Day Before Christmas
Friday, July 3 – Independence Day observed	Friday, Dec. 25 – Christmas Day
Monday Sept. 7 - Labor Day	



Appendix B – My Control System Access

Please complete the form below and include it with your Purchase Order to complete registration and/or renewal of your My Control System access.

Contact Name	Contact Phone Number	Contact address	e-mail	What system(s) is this contact responsible for? (Only required for multi-system contracts)	User Role
					Control System Administrator
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer



Appendix C – Cyber Security Patch Delivery

Please complete the form below and include with your Purchase Order to receive proper delivery of your Cyber Security Patch Disc(s).

Contact Name	Contact Phone No.	Address	City	State	Zip Code



Appendix D – Change Order Form

ABB Inc. is pleased to provide to you, this change to purchase order _____ dated _____, which includes terms and conditions and pricing per service agreement proposal _____ to support the following scope:

Labor	Quantity	List	Discount	Total
Standard labor (1X)				
Overtime labor (1.5x)				
Double time labor (2x)				
Holiday labor (3X)				
Total Labor				
Expenses	Quantity	List	Discount	Total
Miles				
Air fare				
Hotel				
Pier diem				
Car rental				
Parking/tolls				
Other				
Admin				
Total Expenses				
Parts	Quantity	List	Discount	Total
Parts				
Total Parts				
Miscellaneous	Quantity	List	Discount	Total
+				
+				
-				
Total Miscellaneous				
Total Price				

All the terms and conditions of Purchase Order _____ dated _____ remain in full force and effect and control this change.

If this proposal meets with your approval, please submit an adjusted or new purchase order referencing proposal number _____ for the amount of _____.

Appendix E – Remote Access Link Consent Form

_____ (“Customer”) agrees and consents to allow ABB Inc. remote access to the ABB system(s) and equipment(s) installed in the _____ facility(s).

Access shall occur either by a Customer supplied remote access method or with the ABB Remote Access Platform (RAP) software that establishes connectivity via a Secured-Sockets Layer (SSL) tunnel between software installed at site and servers located in a secured environment that are maintained via ABB maintenance and security standards.

ABB will submit a listing of those ABB employees who will be remotely accessing the ABB systems and equipment, as modified from time-to-time (“ABB Employees”).

(Site Contacts Name, Email and Phone #) _____

Are those Customer representatives who may permit any other ABB employee or representative access. Only those ABB Employees identified by ABB and Site Contacts shall be permitted remote access.

The remote access request will be initiated by any Customer employee either by phone or email. A Customer employee shall be in communication with the ABB representative at times during the remote access session. ABB is not responsible for the actions of the Customer employee during the session. The remote access shall be limited to the time frame necessary to perform the services requested by Customer. A log/record will be created for each login if the customer is utilizing ABB RAP Solution and this log/record is accessible to customers by request for the previous two weeks of logs/records.

The services provided by ABB during the remote access session shall be governed by the terms and conditions in place between the Customer and ABB or in the event of no such terms and conditions, ABB standard terms and conditions.

CUSTOMER:

By: _____

Title: _____

Date: _____



RAP Setup Options

In order to keep all RAP connections secure, ABB has 2 recommendations regarding the installation of the Virtual Support Engineer (VSE) software on site. ABB currently has a list of recommended support groups that will be given access to a site depending on the system type.

☐ **Unassisted Remote Access** (Default Option)

- The VSE is installed and configured with the “Offline Mode” option turned OFF in control panel.
- ABB users will be allowed to connect to site on an as needed basis
- In case of emergency or after-hours support, ABB representative will be able to connect to site
- Default access to each site will be determined via recommended support group listings
- Additional users will be added on an as needed basis

☐ **Assisted Remote Access**

- The VSE is installed and configured with the “Offline Mode” option turned **ON** in control panel. This allows the customer to control who can access the site.
- The VSE is configured with a security policy setting which requires the customer to approve each user who attempts to connect and terminate the connection when the work is complete.
- In case of emergency or after-hours support, customer representative will need to give access
- Default users to each site will be determined via recommended support group listings.
- Site representative will need to send an email and verify new users

ABB Approved Groups (Select all that apply)

- ☐ Level 2 Technical Support
- ☐ Level 3 Technical Support
- ☐ Drive Support Group
- ☐ Optimization Group

ABB Approved Users (Type in approved users)

Appendix F – ABB Ability™ Loop Performance Monitoring Scope of Supply & Customer Responsibilities

The following makes up ABB's Base Scope of Supply:

General

- Compose ABB Ability™ LPM project team: Customer and ABB
- Plan project execution: time line and activity list
- Confirm control system infrastructure and topology for hardware and software

Hardware Scope of Supply

- One (1) dedicated server to host ABB Ability™ LPM Edge platform

Initial Installation and Commissioning, Onsite

To maximize the potential benefits of ABB Ability™ LPM, ABB will provide onsite implementation. Although ABB Ability™ LPM can detect system issues, implementation plays an important part in helping correct identified issues to optimize system performance.

Onsite activities will include:

- Loading software and licenses
- Setup/testing of local and remote connections
- Verifying and validating OPC connectivity
- Installing/testing ABB Ability™ LPM client software
- Channel and basic training, Q&A time, KPI support, track rules, configuration changes, and functional support

Channel Configuration and Activation, Remote

- Define process areas and/or system extent
- Configure LPM Channels
- Verify and validate data collection
- Baseline setting of actual performance by evaluating initial collected data
- Continuous raw data collection and KPI generation
- Periodic technical reports
 - Two technical checks each year, based upon system accessibility
 - Technical check findings and recommendations will be presented to customer via a conference call
 - Improvement plan with recommendations will be provided with specified onsite activities for implementation, which are included up to one man-week per semi-annual site visit. An option for additional tuning engineer site visits may be selected with contract.

Phone Support, Remote *

- Channel and basic training, Q&A, KPI support, track rules, configuration changes, and functional support via phone is included.

Periodic Maintenance, Remote *

Periodic maintenance will take place using remote platform. Activates may include:

- Upgrade(s) to ABB Ability™ LPM software when applicable
- Microsoft Windows and Antivirus updates if implemented on an ABB-supplied server
- Windows backups

Onsite Training (optional, purchased separately)

ABB can provide optional detailed onsite ABB Ability™ LPM training. An ABB engineer would perform this training onsite or remotely with the customer or ABB resident engineer. This training session will include:

- An in-depth demo of the ABB Ability™ LPM and Software
- Instruction on how to operate ABB Ability™ LPM Channel, Software
- Instruction on how to configure the Track feature and email alerts (if used)
- A review of all current KPIs/Alarms
- Standard user and configuration manuals

** If remote connection is not available, additional travel time plus travel and living expenses will be required. T&L will be charged at actual cost plus 10%.*

Customer Responsibilities

LPM Services – Customer Responsibilities

It is assumed by ABB that the following items will be supplied by the Customer:

- Documentation and control loop information, including DCS logic drawings and tag databases.
- Allow remote connection to the system. (Please note that remote access is not required for LPM and the customer chooses whether to allow remote access. If permitted, secure remote access will be configured per customer requirements with supervised remote access.) **
- Any additional licenses and hardware that may be required
- For Harmony-based systems, the services proposed in this document will require a customer-provided Harmony Connect OPC Server or a dedicated IET or CIU module to connect to all Harmony/INFI90 (INFINET) communication loops using a central loop with local INFINET bridges. The CIU can be an ICT12 with A.0 firmware or ICT03/13 with G.0 firmware. A bridge module must be at least an IIT03 with B.4 firmware combined with a NIS01 with E.6 firmware. If a dedicated CIU is provided, the customer-provided serial cable needs to be within range of the server.
- For Harmony-based systems, access to the Symphony/Harmony/INFI90 control system is required while plant operations are running at steady state or at a level where normal control system operations can be expected.

*** If remote connection is not available, additional travel time plus travel and living expenses will be required. T&L will be charged at actual cost plus 10%.*

LPM Platform – Customer Responsibilities

OPC Test Client

The customer will configure the communication to the OPC server(s) using an OPC test client.

OPC or System Connectivity

LPM data capture and analysis services can be utilized on ABB and third-party systems. The LPM platform and service channels utilize data accessed through an OPC network connection. This connection is required for each of the systems where data collection is required. If the customer's system does not have an OPC-compliant connection available, additional hardware, software and installation services may be required. If required, an additional proposal will be supplied that will outline the options for connectivity solutions based on the type of channel selected, as well as the cost to implement each solution. This proposal will be provided after the method of connection is selected by the customer. Customer will be responsible for providing all required cables and equipment to connect ABB Ability™ LPM to the system.

Virus Scanning Software

The customer will supply the virus scanning software license and software to be installed on the LPM Platform server. Customer's local and corporate IT departments normally specify the virus checking software and most have corporate license agreements with the virus scanning software supplier that they prefer. ABB will assist the customer when installing the virus scanning software supplied by the customer once the ABB Ability™ LPM arrives on site.

Computer Power

The customer will supply computer-quality power for the LPM platform server. The specification for the power supplied will be provided in the product manual.

Platform Server Installation Location

The customer will supply a clean air-conditioned environment that is suitable for operation of industrial servers. Air-conditioning and decontamination of the air in the installation location is required to ensure reliability of the server hardware that is supplied. The LPM Platform server is designed to be installed in industrial server rooms in an existing cabinet with sufficient space and power supplies to accommodate the server.

LPM Platform Hardware and Software Maintenance

ABB Ability™ LPM is an industrial server hardware and software solution. Annual maintenance plans and requirements are detailed in ABB's PGCare maintenance management system. Minimal services are needed to back up system software, update virus software and Microsoft software and defragment hard disk. Other maintenance required consists of inspection services.

LPM Virtual

LPM Virtual does not require the purchase of hardware. It is available to customers who have the necessary server capacity already available in their facilities. The customer will supply the required Windows operating system.

ABB Ability™ LPM Implementation

It is recommended that the customer act on ABB's recommendations to fully maximize the potential benefits of ABB Ability™ LPM. Although ABB Ability™ LPM can detect system issues, implementation plays an important part in helping correct identified issues to optimize system performance and show value.



Appendix G – City of Hagerstown Term 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 changes 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, ordinances, 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.



ADDITIONAL TERMS AND CONDITIONS FOR CITY OF HAGERSTOWN

In the event of inconsistency between the CITY OF HAGERSTOWN TERMS AND CONDITIONS ("City Terms") and these ADDITIONAL TERMS AND CONDITIONS, the City Terms shall prevail

1. Payment.

Payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by City of Hagerstown check.

2. Delivery.

All Equipment manufactured, assembled or warehoused in the continental United States is delivered FOB destination.

3. Risk of Loss.

Except with respect to Software (for which title shall not pass, use being licensed) title and risk of loss to Equipment shall transfer to Buyer upon completion of delivery as set forth in Paragraph 2.

4. Warranty.

(a) Equipment and Services Warranty. Seller warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and Spare Parts) shall end twelve (12) months after acceptance or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to Seller promptly after such discovery and within the applicable Warranty Remedy Period, Seller shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to Seller promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, Seller will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exceptions. Seller shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re assembly of non-Seller supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in

connection with the repair or replacement, all of which shall be at Buyer's risk and expense. Seller shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to Seller's instructions; (iv) is comprised of materials provided by or a design specified by Buyer; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by Seller but manufactured by others will be purchased new at the time of the project and will be warranted to the extent of the manufacturer's warranty, and the remedies, provided by the manufacturer will be allowed

(d) Software Warranty and Remedies. Seller warrants that, except as specified below, the Software will, when properly installed, execute in accordance with Seller's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date immediately following thirty (30) consecutive days of successful operation (with no functionality issues with the software or the programming) following start-up, and written notice of such nonconformity is provided to Seller promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, Seller shall correct the nonconformity by, at its option, either (i) modifying or making available to the Buyer instructions for modifying the Software; or (ii) making available at Seller's facility necessary corrected or replacement programs. Seller shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Buyer-supplied software or interfacing. Seller does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Buyer, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED.

5. Limitation of Liability

In no event shall Seller, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages. Seller's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Purchase Order or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Purchase Order, or from any services rendered in connection therewith, shall in no case exceed the purchase order price.

6. Force Majeure

Seller shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics, Acts of God, fire, strike, labor difficulties, acts or

omissions of any governmental authority, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production.

7. Termination

No termination by Buyer for material default shall be effective unless, within fifteen (15) days after receipt by Seller of Buyer's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

8. Intellectual Property Indemnification

(a) Seller shall defend at its own expense any action brought against Buyer alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by Seller (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Buyer has given Seller prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Buyer.

(b) Seller shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by Seller; (ii) any Equipment or Process supplied according to a design, other than a Seller design, required by Buyer; (iii) any products manufactured by the Equipment or Process; (iv) any patent issued after the date hereof; or (v) any action settled or otherwise terminated without the prior written consent of Seller.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, Seller shall, at its option and its own expense, procure for Buyer the right to continue using said Equipment; or modify or replace it with non infringing equipment or, with Buyer's assistance, modify the Process so that it becomes non infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF SELLER AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

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

Topic:

Water Treatment Chemicals – Various Vendors \$ 811,034.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_-_Chemicals_-_Signed_Consent_Form.pdf

Consent_Agenda_Chemicals_110920.pdf

PUR-1475_Swimming_Pool_WWTP_Chemicals.xlsx.pdf

Consent_Agenda_Chemicals_Tab_110920.pdf

Description

Signed Consent Form

Water Treatment Chemicals
20-21

Water Treatment Chemicals
20-21

Water Treatment Chemicals
20-21

Approval For:	
Consent Agenda:	X
New Business:	

Quantity	Description	Value
60 Tons	Water - Chemicals - Liquid Chlorine (Univar USA)	\$ 36,840.00
150,000 Pounds	Water - Chemicals - Aqueous Ammonia (Maryland Chemical)	\$ 21,750.00
16 Tons	Water - Chemicals - Powered Activated Carbon (George S. Coyne)	\$ 30,266.00
800 Tons	Water - Chemicals - DelPac (USALCO)	\$ 267,520.00
170,000 Gallons	Water - Chemicals - 25% Liquid Caustic Soda (Univar USA)	\$ 105,247.00
16,000 Gallons	Water - Chemicals - 93% Sulfuric Acid (Univar USA)	\$ 23,680.00
52,000 Pounds	Water - Chemicals - Potassium Permanganate (Univar USA)	\$ 177,840.00
15,000 Gallons	Water - Chemicals - Hydrofluosilicic Acid (George S. Coyne)	\$ 51,051.00
12,000 Pounds	Water - Chemicals - Sodium Bisulfite (Chemstream)	\$ 2,520.00
180,000 Pounds	Water - Chemicals - Poly-Orthophosphate (Shannon Chemical)	\$ 83,520.00
48,000 Pounds	Water - Chemicals - Morton's Salt (Univar USA)	\$ 10,800.00
	TOTAL	\$ 811,034.00

See Bid Selection Tab

Comments

Department Manager (required on all unbudgeted items):

The above chemicals are used in the water treatment process. The chemicals are bid as part of a combined purchase agreement with Washington County.

Bid spans 2-fiscal years and balance will be budgeted in the FY22 Budget. There are also funds encumbered (\$447K) which are not included in the account balance.



Water Operations Manager

12/1/2020

Date

Finance Department:

Recommend approval.



Signature

12/04/2020

Date

Finance Manager:

Approve - this necessary chemical purchase will cross fiscal years. There is sufficient funding in FY21 budget. It is anticipated funding will continue to be included in FY22 budget process.



Signature

12/4/20

Date

City Administrator's Recommendation:

Recommend Approval



Signature

12/4/2020

Date

Approval For:	
Consent Agenda:	X
New Business:	

Quantity	Description	Value
60 Tons	Water - Chemicals - Liquid Chlorine (Univar USA)	\$ 36,840.00
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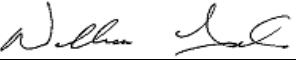
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Comments

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Bid spans 2-fiscal years and balance will be budgeted in the FY22 Budget. There are also funds encumbered (\$447K) which are not included in the account balance.



Water Operations Manager

12/1/2020

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

Swimming Pool Water / Wastewater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	Amato Industries, Inc. / Amchlor Silver Spring, MD	Brenntag Northeast, LLC Reading, PA	Carus, LLC (f/k/a Carus Corporation) Peru, IL	Chemstream, Inc. Homer City, PA	Colonial Chemical Solutions, Inc. Savannah, GA	Gaschem International LLC Houston, TX
1	Liquid Chlorine (City of Hagerstown)	Cylinder	1-Ton Cylinder	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
2	Aqueous Ammonia 19% (City of Hagerstown)	Pound	Pound Bulk	NO BID	\$0.1450 *	NO BID	NO BID	NO BID	NO BID
3	Ferric Chloride (City of Hagerstown)	Dry Ton	Dry Ton	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
4	Sodium Hypochlorite (City of Hagerstown)								
5	12.5% Sodium Hypochlorite (City of Hagerstown)	Gallon	Gallon Bulk	\$1.98	NO BID	NO BID	\$1.70	NO BID	NO BID
6	Powdered Activated Carbon (City of Hagerstown)	Ton	50-Pound Bag	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
7	Polyaluminum Chloride (PAC) (City of Hagerstown)	Wet Ton	Wet Ton	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
8	Cyanuric Acid (City of Hagerstown)								
9	Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	\$0.8595 *	NO BID	\$0.70	NO BID	NO BID
10A	Sulfuric Acid 93% - 95% (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	\$1.60 *	NO BID	NO BID	NO BID	NO BID
10B	Sulfuric Acid 93% - 95% (Washington County DWQ)	Gallon	55-Gallon Drum	NO BID	\$6.15 *	NO BID	NO BID	\$3.44 *	NO BID
10C	Sulfuric Acid 93% - 95% (Washington County DWQ)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
11	Calcium Chloride (City of Hagerstown)							\$0.98 *	
12	Sodium Hypochlorite (Washington County DWQ)	Gallon	55-Gallon Drum	\$3.25	\$2.90 *	NO BID	\$1.9800	\$2.88 *	NO BID
13	Potassium Permanganate (City of Hagerstown)	Pound	55-Pound Pail	NO BID	\$3.46 *	NO BID	\$2.98 *	\$2.98 *	NO BID

Swimming Pool Water / Wastewater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	Amato Industries, Inc. / Amchlor Silver Spring, MD	Brenntag Northeast, LLC Reading, PA	Carus, LLC (f/k/a Carus Corporation) Peru, IL	Chemstream, Inc. Homer City, PA	Colonial Chemical Solutions, Inc. Savannah, GA	Gaschem International LLC Houston, TX
14	Caustic Soda (Sodium Hydroxide) (Washington County DWQ)	Gallon	55-Gallon Drum	NO BID	\$3.4350 *	NO BID	\$1.4500	\$2.60 *	NO BID
15	Ferrous Chloride Solution (Washington County DWQ)								
16A	Hydrofluosilicic Acid (H2SiF6) (Washington County DWQ)	Gallon	15-Gallon Pail	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
16B	Hydrofluosilicic Acid (H2SiF6) (Washington County DWQ)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
16C	Hydrofluosilicic Acid (H2SiF6) (City of Hagerstown)	Gallon	Gallon Mini Bulk	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
16D	Hydrofluosilicic Acid (H2SiF6) (City of Hagerstown)								
17A	DelPac 2000 (Polyaluminum Chloride Hydroxide Sulfate Solution) (Washington County DWQ)	Pound	Pound Bulk	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
17B	DelPac 2000 (Polyaluminum Chloride Hydroxide Sulfate Solution) (Town of Boonsboro)	Pound	Pound Bulk	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
18	3" Tablet Chlorine (Calcium Hypochlorite) (City of Hagerstown)	Pound	50 - 100 Pound Drum	\$2.94 *	NO BID	NO BID	NO BID	NO BID	NO BID
19	Sodium Hypochlorite (Washington County Parks)	Gallon	55-Gallon Drum	\$3.25	NO BID	NO BID	\$1.85	\$2.88 *	NO BID
20	Cyanuric Acid (Washington County Parks)	Pound	Pound	\$1.50 *	NO BID	NO BID	NO BID	NO BID	NO BID
21	Calcium Chloride (Washington County Parks)	Pound	50-Pound Container	\$0.48	NO BID	NO BID	NO BID	\$0.98 *	\$1.64 *
22	Muriatic Acid (Washington County Parks)	Pound	15-Gallon Pail Pound	\$20.00 *	NO BID	NO BID	NO BID	NO BID	NO BID

Swimming Pool Water / Wastewater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	Amato Industries, Inc. / Amchlor Silver Spring, MD	Brenntag Northeast, LLC Reading, PA	Carus, LLC (f/k/a Carus Corporation) Peru, IL	Chemstream, Inc. Homer City, PA	Colonial Chemical Solutions, Inc. Savannah, GA	Gasochem International LLC Houston, TX
23	Sodium Bisulfite (38% - 40%) (City of Hagerstown)	Pound	600-Pound Drum	NO BID	NO BID	NO BID	\$0.21	\$0.35 *	NO BID
24	DelPAC 2020 (Polyaluminum Hydroxychlorosulfate Solution) (Washington County DWQ)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	\$4.15	NO BID	NO BID
25	Sodium Fluorosilicate (City of Hagerstown)	Pound	50-Pound Bag	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
26	Defoamer – Anti-Foam (City of Hagerstown)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
27	Thioguard (55% - 65% Magnesium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
28	Methanol (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	\$1.51 *	NO BID	NO BID	\$1.25 *	\$1.55 *
29	Bacterial Enzymatic Powder (Washington County DWQ)	Pound	50-Pound Containers (1/2 pound packets)	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
30	Poly-Orthophosphate Solution (SLI-5250) (City of Hagerstown)	Pound	Pound Bulk	NO BID	NO BID	\$0.53	NO BID	NO BID	NO BID

Swimming Pool Water / Wastewater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	Amato Industries, Inc. / Amchlor Silver Spring, MD	Brenntag Northeast, LLC Reading, PA	Carus, LLC (f/k/a Carus Corporation) Peru, IL	Chemstream, Inc. Homer City, PA	Colonial Chemical Solutions, Inc. Savannah, GA	Gasochem International LLC Houston, TX
31A	50% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	\$2.58	NO BID	NO BID
31B	25% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	\$1.10	NO BID	NO BID
32	DelPac 2000 (Aluminum Chloride Hydroxide Sulfate) (Washington County DWQ)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	\$4.15	NO BID	NO BID
33	Liquid Aluminum Sulfate (Washington County DWQ)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
34	MicroC 2000 (Washington County DWQ)	Gallon	240-Gallon Totes	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
35	Polymer (Zetag 8814) (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
36	Morton Salt (City of Hagerstown)	Pound	Pound Bulk	\$0.26 9/10	NO BID	NO BID	NO BID	NO BID	NO BID
37	Magnetite (Washington County DWQ)	Pound	Pound Bulk	NO BID	NO BID	NO BID	NO BID	NO BID	\$0.45
38	Chlorine Gas (Town of Boonsboro)	Cylinder	150-Pound Cylinder	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
39	Sulfur Dioxide Gas (Town of Boonsboro)	Cylinder	150-Pound Cylinder	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
40	Sodium Fluoride Powder (Town of Boonsboro)	Bag	50-Pound Bag	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
41	Diatomaceous Earth (Town of Boonsboro)	Bag	50-Pound Bag	\$40.00 *	NO BID	NO BID	NO BID	NO BID	\$240.000 *

Swimming Pool Water / Wastewater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	George S. Coyne Chemical Co., Inc. Croydon, PA	Innovative Water Care Alpharetta, GA	JCI Jones Chemicals, Inc. Milford, VA	Kemira Water Solutions, Inc. Lawrence, KS	Kuehne Chemical Co., Inc. Kearny, NJ
1	Liquid Chlorine (City of Hagerstown)	Cylinder	1-Ton Cylinder	NO BID	NO BID	NO BID	NO BID	\$1,500.00
2	Aqueous Ammonia 19% (City of Hagerstown)	Pound	Pound Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
3	Ferric Chloride (City of Hagerstown)	Dry Ton	Dry Ton	NO BID	NO BID	NO BID	\$587.00 *	NO BID
4	Sodium Hypochlorite (City of Hagerstown)							\$5.00
5	12.5% Sodium Hypochlorite (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	\$5.00
6	Powdered Activated Carbon (City of Hagerstown)	Ton	50-Pound Bag	\$1,891.6704 *	NO BID	NO BID	NO BID	NO BID
7	Polyaluminum Chloride (PAC) (City of Hagerstown)	Wet Ton	Wet Ton	NO BID	NO BID	NO BID	NO BID	NO BID
8	Cyanuric Acid (City of Hagerstown)							
9	Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	\$1.4173
10A	Sulfuric Acid 93% - 95% (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
10B	Sulfuric Acid 93% - 95% (Washington County DWQ)	Gallon	55-Gallon Drum	\$6.0281	NO BID	NO BID	NO BID	NO BID
10C	Sulfuric Acid 93% - 95% (Washington County DWQ)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
11	Calcium Chloride (City of Hagerstown)							
12	Sodium Hypochlorite (Washington County DWQ)	Gallon	55-Gallon Drum	\$2.8283 *	NO BID	NO BID	NO BID	NO BID
13	Potassium Permanganate (City of Hagerstown)	Pound	55-Pound Pail	NO BID	NO BID	NO BID	NO BID	NO BID

Swimming Pool Water / Wastewater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	George S. Coyne Chemical Co., Inc. Croydon, PA	Innovative Water Care Alpharetta, GA	JCI Jones Chemicals, Inc. Milford, VA	Kemira Water Solutions, Inc. Lawrence, KS	Kuehne Chemical Co., Inc. Kearny, NJ
14	Caustic Soda (Sodium Hydroxide) (Washington County DWQ)	Gallon	55-Gallon Drum	\$4.1337 *	NO BID	NO BID	NO BID	NO BID
15	Ferrous Chloride Solution (Washington County DWQ)							
16A	Hydrofluosilicic Acid (H2SiF6) (Washington County DWQ)	Gallon	15-Gallon Pail	\$9.0429 *	NO BID	NO BID	NO BID	NO BID
16B	Hydrofluosilicic Acid (H2SiF6) (Washington County DWQ)	Gallon	55-Gallon Drum	\$4.9149	NO BID	NO BID	NO BID	NO BID
16C	Hydrofluosilicic Acid (H2SiF6) (City of Hagerstown)	Gallon	Gallon Mini Bulk	\$3.4034	NO BID	NO BID	NO BID	NO BID
16D								
17A	DelPac 2000 (Polyaluminum Chloride Hydroxide Sulfate Solution) (Washington County DWQ)	Pound	Pound Bulk	NO BID	NO BID	NO BID	\$0.20 *	NO BID
17B	DelPac 2000 (Polyaluminum Chloride Hydroxide Sulfate Solution) (Town of Boonsboro)	Pound	Pound Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
18	3" Tablet Chlorine (Calcium Hypochlorite) (City of Hagerstown)	Pound	50 - 100 Pound Drum	\$2.1037 *	\$2.10 *	NO BID	NO BID	NO BID
19	Sodium Hypochlorite (Washington County Parks)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	NO BID	NO BID
20	Cyanuric Acid (Washington County Parks)	Pound	Pound	NO BID	NO BID	NO BID	NO BID	NO BID
21	Calcium Chloride (Washington County Parks)	Pound	50-Pound Container	NO BID	NO BID	NO BID	NO BID	NO BID
22	Muriatic Acid (Washington County Parks)	Pound	15-Gallon Pail Pound	NO BID	NO BID	NO BID	NO BID	NO BID

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Swimming Pool Water / Wastewater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	George S. Coyne Chemical Co., Inc. Croydon, PA	Innovative Water Care Alpharetta, GA	JCI Jones Chemicals, Inc. Milford, VA	Kemira Water Solutions, Inc. Lawrence, KS	Kuehne Chemical Co., Inc. Kearny, NJ
23	Sodium Bisulfite (38% - 40%) (City of Hagerstown)	Pound	600-Pound Drum	\$0.2706	NO BID	NO BID	NO BID	NO BID
24	DelPAC 2020 (Polyaluminum Hydroxychlorosulfate Solution) (Washington County DWQ)	Gallon	55-Gallon Drum	\$4.4298 *	NO BID	NO BID	NO BID	NO BID
25	Sodium Fluorosilicate (City of Hagerstown)	Pound	50-Pound Bag	\$0.7128	NO BID	NO BID	NO BID	NO BID
26	Defoamer – Anti-Foam (City of Hagerstown)	Gallon	55-Gallon Drum	\$6.8938 *	NO BID	NO BID	NO BID	NO BID
27	Thioguard (55% - 65% Magnesium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
28	Methanol (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
29	Bacterial Enzymatic Powder (Washington County DWQ)	Pound	50-Pound Containers (1/2 pound packets)	NO BID	NO BID	NO BID	NO BID	NO BID
30	Poly-Orthophosphate Solution (SLI-5250) (City of Hagerstown)	Pound	Pound Bulk	\$0.4168 *	NO BID	NO BID	NO BID	NO BID

Swimming Pool Water / Wastewater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	George S. Coyne Chemical Co., Inc. Croydon, PA	Innovative Water Care Alpharetta, GA	JCI Jones Chemicals, Inc. Milford, VA	Kemira Water Solutions, Inc. Lawrence, KS	Kuehne Chemical Co., Inc. Kearny, NJ
31A	50% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
31B	25% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
32	DelPac 2000 (Aluminum Chloride Hydroxide Sulfate) (Washington County DWQ)	Gallon	55-Gallon Drum	\$4.4298	NO BID	NO BID	NO BID	NO BID
33	Liquid Aluminum Sulfate (Washington County DWQ)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
34	MicroC 2000 (Washington County DWQ)	Gallon	240-Gallon Totes	\$3.6403 *	NO BID	NO BID	NO BID	NO BID
35	Polymer (Zetag 8814) (City of Hagerstown)	Gallon	Gallon Bulk	\$12.0618	NO BID	NO BID	NO BID	NO BID
36	Morton Salt (City of Hagerstown)	Pound	Pound Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
37	Magnetite (Washington County DWQ)	Pound	Pound Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
38	Chlorine Gas (Town of Boonsboro)	Cylinder	150-Pound Cylinder	NO BID	NO BID	\$225.00	NO BID	NO BID
39	Sulfur Dioxide Gas (Town of Boonsboro)	Cylinder	150-Pound Cylinder	NO BID	NO BID	\$325.00	NO BID	NO BID
40	Sodium Fluoride Powder (Town of Boonsboro)	Bag	50-Pound Bag	\$59.0549	NO BID	NO BID	NO BID	NO BID
41	Diatomaceous Earth (Town of Boonsboro)	Bag	50-Pound Bag	NO BID	NO BID	NO BID	NO BID	NO BID

Swimming Pool Water / Wastewater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Deliverd Price Per	Unit of Measure	Maryland Biochemical Company, Inc. Bel Air, MD	Maryland Chemical Company, Inc. Baltimore, MD	Norwalk Wastewater Equipment Co. dba Norweco Norwalk, OH	Pencco, Inc. San Felipe, TX	Premier Magnesia, LLC Waynesville, NC
1	Liquid Chlorine (City of Hagerstown)	Cylinder	1-Ton Cylinder	NO BID	NO BID	NO BID	NO BID	NO BID
2	Aqueous Ammonia 19% (City of Hagerstown)	Pound	Pound Bulk	NO BID	\$0.145 *	NO BID	NO BID	NO BID
3	Ferric Chloride (City of Hagerstown)	DryTon	Dry Ton	NO BID	NO BID	NO BID	NO BID	NO BID
4								
5	12.5% Sodium Hypochlorite (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
6	Powdered Activated Carbon (City of Hagerstown)	Ton	50-Pound Bag	NO BID	NO BID	NO BID	NO BID	NO BID
7	Polyaluminum Chloride (PAC) (City of Hagerstown)	WetTon	Wet Ton	NO BID	NO BID	NO BID	NO BID	NO BID
8	Cyanuric Acid (City of Hagerstown)							
9	Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
10A	Sulfuric Acid 93% - 95% (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
10B	Sulfuric Acid 93% - 95% (Washington County DWQ)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	NO BID	NO BID
10C	Sulfuric Acid 93% - 95% (Washington County DWQ)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
11	Calcium Chloride (City of Hagerstown)							
12	Sodium Hypochlorite (Washington County DWQ)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	NO BID	NO BID
13	Potassium Permanganate (City of Hagerstown)	Pound	55-Pound Pail	NO BID	NO BID	NO BID	NO BID	NO BID

Swimming Pool Water / Wastewater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Deliverd Price Per	Unit of Measure	Maryland Biochemical Company, Inc. Bel Air, MD	Maryland Chemical Company, Inc. Baltimore, MD	Norwalk Wastewater Equipment Co. dba Norweco Norwalk, OH	Pencco, Inc. San Felipe, TX	Premier Magnesia, LLC Waynesville, NC
14	Caustic Soda (Sodium Hydroxide) (Washington County DWQ)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	NO BID	NO BID
15	Ferrous Chloride Solution (Washington County DWQ)							
16A	Hydrofluosilicic Acid (H ₂ SiF ₆) (Washington County DWQ)	Gallon	15-Gallon Pail	NO BID	NO BID	NO BID	NO BID	NO BID
16B	Hydrofluosilicic Acid (H ₂ SiF ₆) (Washington County DWQ)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	NO BID	NO BID
16C	Hydrofluosilicic Acid (H ₂ SiF ₆) (City of Hagerstown)	Gallon	Gallon Mini Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
16D								
17A	DelPac 2000 (Polyaluminum Chloride Hydroxide Sulfate Solution) (Washington County DWQ)	Pound	Pound Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
17B	DelPac 2000 (Polyaluminum Chloride Hydroxide Sulfate Solution) (Town of Boonsboro)	Pound	Pound Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
18	3" Tablet Chlorine (Calcium Hypochlorite) (City of Hagerstown)	Pound	50 - 100 Pound Drum	NO BID	\$3.50	\$2.11 *	NO BID	NO BID
19	Sodium Hypochlorite (Washington County Parks)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	NO BID	NO BID
20	Cyanuric Acid (Washington County Parks)	Pound	Pound	NO BID	NO BID	NO BID	NO BID	NO BID
21	Calcium Chloride (Washington County Parks)	Pound	50-Pound Container	NO BID	NO BID	NO BID	NO BID	NO BID
22	Muriatic Acid (Washington County Parks)	Pound	15-Gallon Pail Pound	NO BID	NO BID	NO BID	NO BID	NO BID

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Swimming Pool Water / Wastewater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	Maryland Biochemical Company, Inc. Bel Air, MD	Maryland Chemical Company, Inc. Baltimore, MD	Norwalk Wastewater Equipment Co. dba Norweco Norwalk, OH	Pencco, Inc. San Felipe, TX	Premier Magnesia, LLC Waynesville, NC
23	Sodium Bisulfite (38% - 40%) (City of Hagerstown)	Pound	600-Pound Drum	NO BID	NO BID	NO BID	NO BID	NO BID
24	DeIPAC 2020 (Polyaluminum Hydroxychlorosulfate Solution) (Washington County DWQ)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	NO BID	NO BID
25	Sodium Fluorosilicate (City of Hagerstown)	Pound	50-Pound Bag	NO BID	NO BID	NO BID	NO BID	NO BID
26	Defoamer – Anti-Foam (City of Hagerstown)	Gallon	55-Gallon Drum	\$7.28	NO BID	NO BID	NO BID	NO BID
27	Thioguard (55% - 65% Magnesium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	\$2.78 *
28	Methanol (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
29	Bacterial Enzymatic Powder (Washington County DWQ)	Pound	50-Pound Containers (1/2 pound packets)	\$9.28	\$9.18 *	NO BID	NO BID	NO BID
30	Poly-Orthophosphate Solution (SLI-5250) (City of Hagerstown)	Pound	Pound Bulk	NO BID	NO BID	NO BID	NO BID	NO BID

Swimming Pool Water / Wastewater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	Maryland Biochemical Company, Inc. Bel Air, MD	Maryland Chemical Company, Inc. Baltimore, MD	Norwalk Wastewater Equipment Co. dba Norweco Norwalk, OH	Pencco, Inc. San Felipe, TX	Premier Magnesia, LLC Waynesville, NC
31A	50% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
31B	25% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
32	DelPac 2000 (Aluminum Chloride Hydroxide Sulfate) (Washington County DWQ)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	NO BID	NO BID
33	Liquid Aluminum Sulfate (Washington County DWQ)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
34	MicroC 2000 (Washington County DWQ)	Gallon	240-Gallon Totes	NO BID	\$3.74 *	NO BID	NO BID	NO BID
35	Polymer (Zetag 8814) (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
36	Morton Salt (City of Hagerstown)	Pound	Pound Bulk	NO BID	\$0.299	NO BID	NO BID	NO BID
37	Magnetite (Washington County DWQ)	Pound	Pound Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
38	Chlorine Gas (Town of Boonsboro)	Cylinder	150-Pound Cylinder	NO BID	NO BID	NO BID	NO BID	NO BID
39	Sulfur Dioxide Gas (Town of Boonsboro)	Cylinder	150-Pound Cylinder	NO BID	NO BID	NO BID	NO BID	NO BID
40	Sodium Fluoride Powder (Town of Boonsboro)	Bag	50-Pound Bag	NO BID	NO BID	NO BID	NO BID	NO BID
41	Diatomaceous Earth (Town of Boonsboro)	Bag	50-Pound Bag	NO BID	NO BID	NO BID	NO BID	NO BID

Swimming Pool Water / Wastewater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	PVS Technologies, Inc. Detroit, MI	Shannon Chemical Corporation Malvern, PA	Thatcher Company of New York, Inc Salt Lake City, UT	Univar Solutions USA Inc. Morrisville, PA	USALCO Baltimore Plant, LLC Baltimore, MD
1	Liquid Chlorine (City of Hagerstown)	Cylinder	1-Ton Cylinder	NO BID	NO BID	NO BID	\$614.00	NO BID
2	Aqueous Ammonia 19% (City of Hagerstown)	Pound	Pound Bulk	NO BID	NO BID	NO BID	0.15 / WeT LB. *	NO BID
3	Ferric Chloride (City of Hagerstown)	DryTon	Dry Ton	\$567.00	NO BID	NO BID	NO BID	NO BID
4								
5	12.5% Sodium Hypochlorite (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	\$2.00 *	NO BID
6	Powdered Activated Carbon (City of Hagerstown)	Ton	50-Pound Bag	NO BID	NO BID	NO BID	NO BID	NO BID
7	Polyaluminum Chloride (PAC) (City of Hagerstown)	WetTon	Wet Ton	NO BID	NO BID	NO BID	NO BID	\$334.40
8								
9	Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	\$0.6191	NO BID
10A	Sulfuric Acid 93% - 95% (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	\$1.48	NO BID
10B	Sulfuric Acid 93% - 95% (Washington County DWQ)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	\$4.2840 *	NO BID
10C	Sulfuric Acid 93% - 95% (Washington County DWQ)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
11								
12	Sodium Hypochlorite (Washington County DWQ)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	\$2.40 *	NO BID
13	Potassium Permanganate (City of Hagerstown)	Pound	55-Pound Pail	NO BID	NO BID	NO BID	\$3.42 *	NO BID

Swimming Pool Water / Wastewater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	PVS Technologies, Inc. Detroit, MI	Shannon Chemical Corporation Malvern, PA	Thatcher Company of New York, Inc Salt Lake City, UT	Univar Solutions USA Inc. Morrisville, PA	USALCO Baltimore Plant, LLC Baltimore, MD
14	Caustic Soda (Sodium Hydroxide) (Washington County DWQ)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	\$3.10 *	NO BID
15								
16A	Hydrofluosilicic Acid (H ₂ SiF ₆) (Washington County DWQ)	Gallon	15-Gallon Pail	NO BID	NO BID	NO BID	\$8.22 *	NO BID
16B	Hydrofluosilicic Acid (H ₂ SiF ₆) (Washington County DWQ)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	\$4.40 *	NO BID
16C	Hydrofluosilicic Acid (H ₂ SiF ₆) (City of Hagerstown)	Gallon	Gallon Mini Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
16D								
17A	DelPac 2000 (Polyaluminum Chloride Hydroxide Sulfate Solution) (Washington County DWQ)	Pound	Pound Bulk	NO BID	NO BID	NO BID	NO BID	\$0.1448
17B	DelPac 2000 (Polyaluminum Chloride Hydroxide Sulfate Solution) (Town of Boonsboro)	Pound	Pound Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
18	3" Tablet Chlorine (Calcium Hypochlorite) (City of Hagerstown)	Pound	50 - 100 Pound Drum	NO BID	NO BID	NO BID	\$2.11 *	NO BID
19	Sodium Hypochlorite (Washington County Parks)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	\$2.40 *	NO BID
20	Cyanuric Acid (Washington County Parks)	Pound	Pound	NO BID	NO BID	NO BID	NO BID	NO BID
21	Calcium Chloride (Washington County Parks)	Pound	50-Pound Container	NO BID	NO BID	NO BID	NO BID	NO BID
22	Muriatic Acid (Washington County Parks)	Pound	15-Gallon Pail Pound	NO BID	NO BID	NO BID	NO BID	NO BID

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Swimming Pool Water / Wastewater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	PVS Technologies, Inc. Detroit, MI	Shannon Chemical Corporation Malvern, PA	Thatcher Company of New York, Inc Salt Lake City, UT	Univar Solutions USA Inc. Morrisville, PA	USALCO Baltimore Plant, LLC Baltimore, MD
23	Sodium Bisulfite (38% - 40%) (City of Hagerstown)	Pound	600-Pound Drum	NO BID	NO BID	NO BID	.28 / WeT LB.	NO BID
24	DeIPAC 2020 (Polyaluminum Hydroxychlorosulfate Solution) (Washington County DWQ)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	\$4.59	NO BID
25	Sodium Fluorosilicate (City of Hagerstown)	Pound	50-Pound Bag	NO BID	NO BID	NO BID	NO BID	NO BID
26	Defoamer – Anti-Foam (City of Hagerstown)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	NO BID	NO BID
27	Thioguard (55% - 65% Magnesium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
28	Methanol (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	\$1.47 *	NO BID
29	Bacterial Enzymatic Powder (Washington County DWQ)	Pound	50-Pound Containers (1/2 pound packets)	NO BID	NO BID	NO BID	NO BID	NO BID
30	Poly-Orthophosphate Solution (SLI-5250) (City of Hagerstown)	Pound	Pound Bulk	NO BID	\$.464/#	NO BID	NO BID	NO BID

Swimming Pool Water / Wastewater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	PVS Technologies, Inc. Detroit, MI	Shannon Chemical Corporation Malvern, PA	Thatcher Company of New York, Inc Salt Lake City, UT	Univar Solutions USA Inc. Morrisville, PA	USALCO Baltimore Plant, LLC Baltimore, MD
31A	50% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	\$2.43 *	NO BID
31B	25% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	\$1.67 *	NO BID
32	DelPac 2000 (Aluminum Chloride Hydroxide Sulfate) (Washington County DWQ)	Gallon	55-Gallon Drum	NO BID	NO BID	NO BID	\$5.92	NO BID
33	Liquid Aluminum Sulfate (Washington County DWQ)	Gallon	Gallon Bulk	NO BID	NO BID	\$1.64 *	\$1.65 *	NO BID
34	MicroC 2000 (Washington County DWQ)	Gallon	240-Gallon Totes	NO BID	NO BID	NO BID	\$3.82 *	NO BID
35	Polymer (Zetag 8814) (City of Hagerstown)	Gallon	Gallon Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
36	Morton Salt (City of Hagerstown)	Pound	Pound Bulk	NO BID	NO BID	NO BID	\$0.2250 *	NO BID
37	Magnetite (Washington County DWQ)	Pound	Pound Bulk	NO BID	NO BID	NO BID	NO BID	NO BID
38	Chlorine Gas (Town of Boonsboro)	Cylinder	150-Pound Cylinder	NO BID	NO BID	NO BID	\$168.00 *	NO BID
39	Sulfur Dioxide Gas (Town of Boonsboro)	Cylinder	150-Pound Cylinder	NO BID	NO BID	NO BID	\$136.50 *	NO BID
40	Sodium Fluoride Powder (Town of Boonsboro)	Bag	50-Pound Bag	NO BID	NO BID	NO BID	NO BID	NO BID
41	Diatomaceous Earth (Town of Boonsboro)	Bag	50-Pound Bag	NO BID	NO BID	NO BID	\$58.50 *	NO BID

PUR-1475
SWIMMING POOL WATER/WASTEWATER TREATMENT CHEMICALS
Remarks / Exceptions

Addendum No. 1 (dated 10/8/20) Items number 15 & 16D were eliminatd from the Proposal. A "Revised Specification/Form of Proposal" was also issued in Addendm No. 1. Addendum No. 2 (dated 10/9/20) Items number 4, 8, & 11 were elimated from the Proposal. All bidders were required to use the "Revised Form Of Proposal"

Amato Industries, Inc. / Amchlor -

No. 18 \$147.00 each 50#
No. 20 \$75 each
No. 22 Pail must be returned
No. 41 \$40 each

Brenntag Northeast LLC -

No. 2 50,000 lb delivery
No. 9 4500 gl deliveries
No. 10A Bulk delivery
No. 10B 2 drum minimum order
No. 12 4 drum minimum order
No. 13 We would like to deliver both locations together
No. 14 3 drum minimum order
No. 28 Bulk load

Chemstream -

No. 13 Import material

Colonial Chemical Solutions, Inc. -

Non-Responsive: Inncorrect Form of Proposal
No Addendums acknowledged
No. 10B Minimum 2 drums per delivery
No. 11 Minimum 4 containers per delivery
No. 12 Minimum 4 drums per delivery
No. 13 Minimum 4 pails per delivery
No. 14 Minimum 4 drums per delivey
No. 19 Minimum 4 drums per delivery
No. 21 Minimum 4 containers per delivery
No. 23 Minimum 4 drums per delivery
No. 28 Minimum 3000 gallons per delivery

Gasochem International LLC -

Addendum No. 3 not acknowledged
No. 21 Brand: DowFlake
No. 28 Min 7000 gallon delivery
No. 41 Celite 545 Brand

George S. Coyne Chemical Company, Inc. -

No. 6 Minimum 8,000 lbs. per delivery
No. 12 Minimum 4 drums per combined delivery
No. 14 Minimum 10 drums per delivery
No. 16A Minimum 3 drums per delivery
No. 18 Minimum 2 pallets per delivery
No. 24 Minimum 4 drums per delivery
No. 26 Minimum 2 drums per delivery
No. 30 Bidding on CP-722
No. 34 Minimum 3 totes per delivery

Innovative Water Care -

No. 18 50# pail full order of 24 units, 1200 net lbs.

Kemira Water Solutions, Inc. -

No. 3 Kemira PIX-111
No. 17A Kemira PAX-XL6

Kuehne Chemical Company, Inc. -

Non-Responsive: Incorrect Form of Proposal
Addendum No. 2 & Addendum No. 3 not acknowledged

Maryland Biochemical Company, Inc.

Did not submit entire Form of Proposal
Did not acknoldge Addendum No. 3

PUR-1475
SWIMMING POOL WATER/WASTEWATER TREATMENT CHEMICALS
Remarks / Exceptions

Maryland Chemical Company, Inc. -

No. 2 Minimum 45,000 lbs delivery
No. 29 *Packaged in 25 lb containers
No. 34 MCC FloSet 22 2700lb totes = 262 gals.

Norwalk Wastewater Equipment Co. dba Norweco -

Non-Responsive: Incorrect Form of Proposal
No. 18 100lb drum; Minimum Order (18) drums One Pallet

Pencco, Inc. -

Non-Responsive: Incorrect Form of Proposal
No Bid on all items

Premier Magnesia, LLC -

No. 27 Premier Invoices based on Wet lbs listed on Bol. Equivalent
wet lb pricing is 0.216 / wet lb ($2.78 \div 12.9$ wet lbs)

Shannon Chemical Corporation

Did not acknowledge Addendum No. 3

Thatcher Company of New York, Inc -

No. 33 Minimum Order Quantity: 2000 gals.
Lead Time: 3 to 5 days ARO

Univar Solutions USA Inc. -

No. 2 Full Truck Load
No. 5 Minimum 1,200 Gallons
No. 10B Minimum 2 drums
No. 12 53 gallon Drums Minimum 4 Drums
No. 13 Domestic Product
No. 14 Caustic Soda 25% Minimum 4 Drums
No. 16A Minimum 5 Pails
No. 16B Minimum 3 Drums
No. 18 60 pound Container Minimum 24 pails
No. 19 53 gallon Drums Minimum 4 Drums
No. 28 Minimum 7,000 Gallons FTL four (4) calendar days
No. 31A Minimum 1,000 Gallons
No. 31B Minimum 2,000 Gallons
No. 33 Minimum 2,000 Gallons
No. 34 265 Gallon Non Returnable Tote
No. 36 Minimum
No. 38 Minimum 8 Cylinders
No. 39 Minimum 10 Cylinders
No. 41 Minimum order 42 Bags/ Full Pallet 2,100 lbs.

<u>WATER DIVISION:</u>	BID ITEM NO.	PRODUCTS	UNIT MEASURE	PRICE PER UNIT MEASURE	QUANTITY	ESTIMATED ANNUAL COST
<u>COMPANY NAME</u>						
KUEHNE CHEMICAL CO., INC.	1	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	\$ 1,500.0000	60	\$ 90,000.00
UNIVAR USA	1	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	\$ 614.0000	60	\$ 36,840.00
BRENNTAG NORTHEAST	2	AQUEOUS AMMONIA (19%)	POUND	\$ 0.1450	150,000	\$ 21,750.00
UNIVAR USA	2	AQUEOUS AMMONIA (19%)	POUND	\$ 0.1500	150,000	\$ 22,500.00
MARYLAND CHEMICAL	2	AQUEOUS AMMONIA (19%)	POUND	\$ 0.1450	150,000	\$ 21,750.00
GEORGE S. COYNE CHEMICAL CO., INC	6	POWDERED ACTIVATED CARBON	TON	\$ 1,891.6704	16	\$ 30,266.73
USALCO, LLC	7	POLY ALUMINUM CHLORIDE (PAC)	WET TON	\$ 334.4000	800	\$ 267,520.00
BRENNTAG NORTHEAST	9	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON	\$ 0.8595	170,000	\$ 146,115.00
CHEMSTREAM INC.	9	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON	\$ 0.7000	170,000	\$ 119,000.00
KUEHNE CHEMICAL	9	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON	\$ 1.4173	170,000	\$ 240,941.00
UNIVAR USA	9	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON	\$ 0.6191	170,000	\$ 105,247.00
BRENNTAG NORTHEAST	10	SULFURIC ACID (93-95%) - EXCEPTION	GALLON	\$ 1.6000	16,000	\$ 25,600.00
UNIVAR USA	10	SULFURIC ACID (93-95%) - EXCEPTION	GALLON	\$ 1.4800	16,000	\$ 23,680.00
BRENNTAG NORTHEAST	13	POTASSIUM PERMANGANATE	POUND	\$ 3.4600	52,000	\$ 179,920.00
CHEMSTREAM INC.	13	POTASSIUM PERMANGANATE	POUND	\$ 2.9800	52,000	\$ 154,960.00
COLONIAL CHEMICAL SOLUTIONS INC.	13	POTASSIUM PERMANGANATE	POUND	\$ 2.9800	52,000	\$ 154,960.00
UNIVAR USA	13	POTASSIUM PERMANGANATE	POUND	\$ 3.4200	52,000	\$ 177,840.00
GEORGE S. COYNE CHEMICAL CO., INC	16C	HYDROFLUOSILICIC ACID	GALLON	\$ 3.4034	15,000	\$ 51,051.00
UNIVAR USA	23	SODIUM BISULFITE	POUND	\$ 0.2800	12,000	\$ 3,360.00
GEORGE S. COYNE CHEMICAL CO., INC	23	SODIUM BISULFITE	POUND	\$ 0.2706	12,000	\$ 3,247.20
COLONIAL CHEMICAL SOLUTIONS INC.	23	SODIUM BISULFITE	POUND	\$ 0.3500	12,000	\$ 4,200.00
CHEMSTREAM INC.	23	SODIUM BISULFITE	POUND	\$ 0.2100	12,000	\$ 2,520.00
CARUS, LLC	30	POLY-ORTHOPHOSPHATE	POUND	\$ 0.5300	180,000	\$ 95,400.00
GEORGE S. COYNE CHEMICAL CO., INC	30	POLY-ORTHOPHOSPHATE	POUND	\$ 0.4168	180,000	\$ 75,024.00
SHANNON CHEMICAL	30	POLY-ORTHOPHOSPHATE	POUND	\$ 0.4640	180,000	\$ 83,520.00
AMOTO INDUSTIES INC.	36	MORTON SALT	POUND	\$ 0.2690	48,000	\$ 12,912.00
MARYLAND CHEMICAL	36	MORTON SALT	POUND	\$ 0.2990	48,000	\$ 14,352.00
UNIVAR USA	36	MORTON SALT	POUND	\$ 0.2250	48,000	\$ 10,800.00
TOTAL						\$ 811,034.73

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

Topic:

Wastewater Chemical Purchase - Various Vendors \$ 433,912.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Wastewater_-_Chemicals_-_Signed_Consent_Form.pdf

WW_Chemical_Purchase_FY21_and_FY22.pdf

Description

Signed Consent Form

WW CHEMICAL BIDS
FOR FY 21-22

City of Hagerstown
Mayor and City Council
Purchase - Contract Information
Meeting of: 12/15/2020

Approval For: _____
Consent Agenda: x
New Business: _____

Originating Department: Utilities Dept. (Wastewater Division) By: Joseph Moss
Account Number: Various Account/Project Name: City/County Joint Chemical Bid
Budget Amount: FY21 \$ 515,500 Account Balance: \$ 519,639 Year _____ CIP Control No.: NA
Account Balance: _____ Year _____ CIP Control No.: _____
Unbudgeted: _____ Source Of Funds: Wastewater Fund - Operating

Quantity	Item	Description	Value
85 Dry Tons	3	Wastewater - Chemicals - 38%-42% Ferric Chloride (PVS)	\$ 48,195
4,000 Gallons	5	Wastewater - Chemicals - 12.5% Sodium Hypochlorite (Chemstream)	\$ 6,800
1,200 Pounds	18	Wastewater - Chemicals - 3" Tablet Chlorine (Innovative Water Care)	\$ 2,520
2000 Gallons	26	Wastewater - Chemicals - Defoamer Suppressor (Maryland Biochemical)	\$ 14,560
65,000 Gallons	27	Wastewater - Chemicals - Thioguard (Premier Magnesia)	\$ 180,700
100,000 Gallons	28	Wastewater - Chemicals - Methanol (Colonial Chemical Solutions)	\$ 125,000
500 Pounds	29	Wastewater - Bacterial Enzymatic Powder (Maryland Chemical Co.)	\$ 4,590
3000 Gallons	31B	Wastewater - Caustic 25% (Chemstream)	\$ 3,300
4000 Gallons	35	Wastewater - Chemicals - Polymer Zetag 8814 (Coyne Chemical)	\$ 48,247
TOTAL			\$ 433,912.00

Above To Be Used For:

The above chemicals are used in the wastewater treatment process. The chemicals are bid as part of a combined purchase agreement with Washington County.

Bid spans 2-fiscal years and balance will be budgeted in the FY22 Budget.

Recommended Vendor:

Business Name: See Attached Summary Report

Address: _____

City, State: _____

Bid/Proposal/Quote No.: County Bid PUR-1475

Other Vendors:

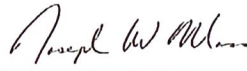
<u>Firm</u>	<u>City, State</u>	<u>Amount</u>
See Attached Summary Report		

Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Wastewater Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on January 1, 2021

Note that the award is based on the unit cost of each chemical and the actual expense will be based on the quantity of chemical required to meet all mandated treatment requirements and may be more or less than the dollar amount stated herein. Bid totals are based on historical actual usage average for each chemical.



Water Operations Manager

December 15, 2020

Date

Purchasing Agent

Recommend approval.



Signature

12/04/2020

Date

Finance Manager:

Approve - this chemical purchase will cross fiscal years. There is funding included in FY21 budget. It is anticipated that funding will continue to be included in FY22 budget process.



Signature

12/4/20

Date

City Administrator's Recommendation:

Recommend Approval



Signature

12/4/2020

Date

City of Hagerstown
Mayor and City Council
Purchase - Contract Information
Meeting of: 12/15/2020

Approval For: _____
Consent Agenda: x
New Business: _____

Originating Department: Utilities Dept. (Wastewater Division) By: Joseph Moss
Account Number: Various Account/Project Name: City/County Joint Chemical Bid
Budget Amount: FY21 \$ 515,500 Account Balance: \$ 519,639 Year _____ CIP Control No.: NA
Account Balance: _____ Year _____ CIP Control No.: _____
Unbudgeted: _____ Source Of Funds: Wastewater Fund - Operating

Quantity	Item	Description	Value
85 Dry Tons	3	Wastewater - Chemicals - 38%-42% Ferric Chloride (PVS)	\$ 48,195
4,000 Gallons	5	Wastewater - Chemicals - 12.5% Sodium Hypochlorite (Chemstream)	\$ 6,800
1,200 Pounds	18	Wastewater - Chemicals - 3" Tablet Chlorine (Innovative Water Care)	\$ 2,520
2000 Gallons	26	Wastewater - Chemicals - Defoamer Suppressor (Maryland Biochemical)	\$ 14,560
65,000 Gallons	27	Wastewater - Chemicals - Thioguard (Premier Magnesia)	\$ 180,700
100,000 Gallons	28	Wastewater - Chemicals - Methanol (Colonial Chemical Solutions)	\$ 125,000
500 Pounds	29	Wastewater - Bacterial Enzymatic Powder (Maryland Chemical Co.)	\$ 4,590
3000 Gallons	31B	Wastewater - Caustic 25% (Chemstream)	\$ 3,300
4000 Gallons	35	Wastewater - Chemicals - Polymer Zetag 8814 (Coyne Chemical)	\$ 48,247
TOTAL			\$ 433,912.00

Above To Be Used For:

The above chemicals are used in the wastewater treatment process. The chemicals are bid as part of a combined purchase agreement with Washington County.

Bid spans 2-fiscal years and balance will be budgeted in the FY22 Budget.

Recommended Vendor:

Business Name: See Attached Summary Report

Address: _____

City, State: _____

Bid/Proposal/Quote No.: County Bid PUR-1475

Other Vendors:

<u>Firm</u>	<u>City, State</u>	<u>Amount</u>
See Attached Summary Report		

Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Wastewater Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on January 1, 2021

Note that the award is based on the unit cost of each chemical and the actual expense will be based on the quantity of chemical required to meet all mandated treatment requirements and may be more or less than the dollar amount stated herein. Bid totals are based on historical actual usage average for each chemical.



Water Operations Manager

December 15, 2020

Date

Purchasing Agent

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

Water and Wastewater Chemical Bid Recommendation for FY20 & FY21

Operation and Account Number	FY21 Budgeted Amount	Item#	Description	Facility	Estimated Quantity	Unit	Recommended Vendor	FY21 Unit Cost	FY21/22 Projected Annual Cost
Wastewater Treatment Plant 54-71501									
5374-G0385	\$ 50,000	3	Ferric Chloride	Wastewater	85	Dry Ton	PVS TECHNOLOGIES	\$ 567.000	\$ 48,195
559115	\$ 7,000	5	12.5% Sodium Hypochlorite	Wastewater	4,000	Gallon	CHEMSTREAM INC.	\$ 1.700	\$ 6,800
559101	\$ 4,000	31B	Caustic (25%)	Wastewater	3,000	Gallon	CHEMSTREAM INC.	\$ 1.100	\$ 3,300
559102	\$ 15,000	26	Defoamer	Wastewater	2,000	Gallon	MARYLAND BIOCHEMICAL CO., INC.	\$ 7.280	\$ 14,560
559117	\$ 200,000	27	Thioguard (Magnesium Hydroxide)	Wastewater	65,000	Gallon	PREMIER MAGNESIA	\$ 2.780	\$ 180,700
559116	\$ 75,000	35	Polymer (Zetag 8814)	Wastewater	4,000	Gallon	GEORGE S. COYNE CHEM CO., INC	\$ 12.062	\$ 48,247
5374-G0385	\$ 160,000	28	Methanol	Wastewater	100,000	Gallon	COLONIAL CHEM SOLUTIONS, INC	\$ 1.250	\$ 125,000
Wastewater Collections 54-72601									
54-72601-5591	\$ 2,500	29	Bacterial Enzymatic Powder	Wastewater	500	Pound	MARYLAND CHEMICAL CO., INC.	\$ 9.180	\$ 4,590
54-72601-559104	\$ 2,500	18	3" Tablet Chlorine	Wastewater	1,200	Pound	INNOVATIVE WATER CARE	\$ 2.100	\$ 2,520

Operation and Account Number	FY21 Budgeted Amount	FY20 Expenses	Description
Wastewater Treatment Plant 54-71501			
5374-G0385	\$ 50,000	\$ 50,838	38% Ferric Chloride
559115	\$ 7,000	\$ 1,624	12.5% Sodium Hypochlorite
559101	\$ 4,000	\$ -	Caustic (25%)
559102	\$ 15,000	\$ 19,832	Defoamer
559117	\$ 200,000	\$ 78,674	Thioguard
559116	\$ 75,000	\$ 84,293	Polymer (Zetag 8814)
5374-G0385	\$ 160,000	\$ 123,044	Methanol
Wastewater Collections 54-72601			
54-72601-5591	\$ 2,500	\$ 2,538	Bacterial Enzymatic Powder
54-72601-559104	\$ 2,000	\$ 2,538	3" Tablet Chlorine
Total:	\$ 515,500	\$ 363,381	

FY21/22 Estimated Expense

WASTEWATER TREATMENT/COLLECTIONS **\$433,912**

PUR - 1475 - Wastewater Treatment Chemicals																								
Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	Amato Industries, Inc / Amchlor Silver Spring, MD	Brenntag Northeast, Inc. Reading, PA	Carus, LLC (F/K/A Carus Corporation) Peru, IL	George S. Coyne Chemical Co., Inc. Croydon, PA	Kuehne Chemical Company, Inc. Kearny, NJ	Maryland Biochemical Company, Inc. Bel Air, MD	Maryland Chemical Company, Inc. Baltimore, MD	Premier Magnesia, LLC Waynesville, NC	PVS Technologies, Inc. Detroit, MI	Univar Solutions USA, Inc. Morrisville, PA	Colonial Chemical Solutions, Inc. Savannah, GA	Innovative Water Care Alphoretta, GA	Chemstream Inc. Homer City PA	Gasochem International LLC, Houston, TX	Norwalk Wastewater Equipment Co. dba Norweco Norwalk, OH	Pencco, Inc. San Felipe, TX	JCI Jones Chemicals, Inc. Milford, VA	Kemira Water Solutions, Inc. Lawrence, KS	Shannon Chemical Corp. Malvern, PA	Thatcher Company of New York, Inc. Salt Lake City, UT	USALCO Baltimore Plant, LLC Baltimore, MD
3	Ferric Chloride (City of Hagerstown)	Dry Ton	Dry Ton	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$567.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$587.00*	No Bid	No Bid	No Bid
5	12.5% Sodium Hypochlorite	Gallon	Gallon Bulk	\$1.98	No Bid	No Bid	No Bid	\$5.00	No Bid	No Bid	No Bid	No Bid	\$2.00 *	No Bid	No Bid	\$1.70	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
18	3" Tablet Chlorine (Calcium Hypochlorite) (City of Hagerstown)	Pound	50 - 100 Pound Drum	\$2.94*	No Bid	No Bid	\$2.1037 *	No Bid	No Bid	\$3.500	No Bid	No Bid	\$2.11 *	No Bid	\$2.10 *	No Bid	No Bid	\$2.11 .	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
26	Defoamer-Anti-Foam (City of Hagerstown)	Gallon	55-Gallon	No Bid	No Bid	No Bid	\$6.8938 *	No Bid	\$7.28	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
27	Thioguard (55% - 65% Magnesium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2.78 *	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
28	Methanol (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	\$1.51*	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.47 *	\$1.25 *	No Bid	No Bid	\$1.55 .	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
29	Bacterial Enzymatic Powder (Washington County DWQ)	Pound	50-Pound Container (1/2 pound packets)	No Bid	No Bid	No Bid	No Bid	No Bid	\$9.28 *	\$9.18 *	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
31B	25% Caustic Soda (Sodium Hydroxide) (City	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.67 *	No Bid	No Bid	\$1.10	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
35	Polymer (Zetag 8814) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	\$12.0618	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Exceptions:

George S. Coyne Chemical Co., Inc.
18 - Minimum 2 Pallets per Delivery
#26 - Minimum 2 drums per Delivery
#26 - No trial completed for approval
Maryland Chemical Co., Inc. Baltimore MD
#29 - Packaged in 25lb containers
Colonial Chemical Solutions, Inc.
#28 - Minimum 3,000 gallons per delivery

Exceptions:

Univar Solutions USA
#5 - Minimum 1,200 Gallons
#18 - 60 lb container 24 pail minimum
#28 - Min 7,000 Gal FTL four (4) Calendar days
#31B - 2,000 gallon minimum
Premier Magnesia, LLC, Waynesville, NC
#27 - Equivalent wet lb pricing is \$0.216/wet lb (2.78 / 12.9 wet lbs)
Amato Industries, Inc / Amchlor, Silver Spring, MD
#18 - \$147 each 50-lb

Exceptions:

Innovative Water Care, Alphoretta, GA
#18 - 50 lb pails delivered 24x units on a pallet net 1,200 lbs.
Maryland Biochemical Co. Inc., Belair, MD
Did not submit entire Form of Proposal and did not acknowledge Addendum No. 3
Brenntag Northeast, Inc.
#28 - Bulk Load
Gasochem International LLC
#28 - Minimum 7,000 gallon delivery

Exceptions:

Norwalk Wastewater Equipment Co. dba Norweco
#18 - 100 lb drum; Minimum Order (18) drums One Pallet Non-Responsive: Incorrect Form of Proposal
Non-Responsive: Incorrect Form of Proposal
Kemira Water Solutions, Inc.
#3 - Kemira PIX-111

- Apparent Low Bidder

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

Topic:

Wastewater – Replacement Ultra Violet Bulbs and Quartz Sleeves – SUEZ (Paramus, NJ) \$45,141.43

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

WW_UV_BULB_REPLACEMENT_AT_WWTP.pdf

Description

WW UV BULB
REPLACEMENT

Approval For:	
Consent Agenda:	X
New Business:	

Quantity	Description	Value
247	Replacement Ultra Violet bulbs and quartz sleeves for the UV Disinfection System at the Wastewater Treatment Plant	\$ 45,141.43
	TOTAL	\$45,141.43

The purchase of 247 replacement bulbs for WWTP Disinfection System. Sole Source, Equipment Compatability

Other Vendors: Sole Source, Equipment Compatability

Amount

Comments

Department Manager (required on all unbudgeted items):

Sole Source, Equipment Compatability. The purchase of 247 replacement bulbs for WWTP Disinfection System.



Signature

December 15, 2020

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

Quotation			
Number	230030273		
Date	10/28/2020		
Your PO	UV Parts		
Customer N°	707491		
Project code	O-000011		
Valid from	10/28/2020	Valid to	12/31/2020

To :

City of Hagerstown
One Clean Water Circle
HAGERSTOWN MD 21740
USA

Ship To :

City of Hagerstown
One Clean Water Circle
HAGERSTOWN MD 21740
USA

Dear Sir, Dear Madam,

We thank you for your quotation request. Here are the best conditions we can offer you for delivering the following items :

For questions please call : 201 676 2525 Rebecca KORB

Currency : USD

Conditions

Payment terms : NET30 Days

Delivery terms : EXW Prepay & Add

Item	Item No.	Description	Quantity	Unit price	Amount
10	1000038749	LAMP, COMPLETE ASSY, UV 3X, 400W, LSI	247 EA	177.29 USD / 1 EA	43,790.63
20	1000038748	JACKET, QUARTZ, 44MM X 1887MM, UV 3X	12 EA	95.90 USD / 1 EA	1,150.80
30	1089020040	Outbound Freight	1 EA	200.00 USD / 1 EA	200.00

Item	Item No.	Description	Quantity	Unit price	Amount
Recently enacted national, state/provincial and local directives and regulations in response to the COVID-19 pandemic as defined by the World Health Organization [WHO] has caused, and will continue to cause market volatility, fluctuations, price adjustments, delays, and other unforeseen impacts on industries. SUEZ is currently monitoring the situation as it develops and we are constantly adjusting our current pricing and bidding to be reflective of market conditions as of the day of price or bid submission. However, to the degree changing and newly enacted regulations and directives cause material impact, further market disruption, delay, or price escalation, SUEZ reserves the right to adjust our pricing and bid submissions accordingly. Please rest assured that SUEZ will continue to make every effort to be as accurate as possible in our pricing and lead-time estimates and we will continue to keep all of our customers, clients, and partners apprised of any changes as they occur. Pursuant to new SUEZ temporary payment guidelines, the following supersedes and replaces Item No. 3 of the Terms & Conditions of Sale: Orders originating from Mexico, Latin America, South America, Europe, & Asia are to be prepaid 100% in advance of shipment, regardless of shipment destination. Freight Terms will be Ex-Works unless otherwise agreed upon.					

Subtotal before taxes				USD	45,141.43
Amount due				USD	45,141.43
					45,141.43

Forty-five thousand one hundred forty-one us dollar forty-three

Do not hesitate to contact us for any further information. Looking forward to hearing from you. Kind regards,

SUEZ TREATMENT SOLUTIONS INC. TERMS AND CONDITIONS OF SALE

1. **ENTIRE AGREEMENT.** The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract (the "Contract") for the sale of equipment or services (hereinafter referred to as "Equipment") Purchaser, and supersedes the terms and conditions of any request for proposal or request for quotations, specifications, quotations, purchase orders, correspondence or communications whether written or oral between the Purchaser and SUEZ Treatment Solutions Inc. . No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on SUEZ Treatment Solutions Inc unless made in writing and signed by an authorized representative of SUEZ Treatment Solutions Inc Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this Contract.
2. **TAXES.** The Purchase Price does not include any state or local sales or use taxes.
3. **PAYMENT.** Payment shall be net thirty (30) days in accordance with the milestone payment schedule set forth in SUEZ Treatment Solutions Inc's proposal.
4. **RISK OF LOSS.** Risk of loss or damage to the Equipment, or any part thereof, shall pass to Purchaser upon delivery of the Equipment or part to Purchaser at the delivery point stated in SUEZ Treatment Solutions Inc's proposal.
5. **EXCUSABLE DELAY.** SUEZ Treatment Solutions Inc shall not be liable for any delay in performance or failure to perform due to any cause beyond OZONIA's reasonable control including, fire, flood, or any other act of God, strike or other labor difficulty, any act, instructions, directions or omission to act of any civil or military authority or of the Purchaser, Owner, or Engineer, change in laws, any insurrection, riot, embargo, unavailability or delays in transportation or car shortages. In the event SUEZ Treatment Solutions Inc 's performance is delayed by any of the foregoing causes, SUEZ Treatment Solutions Inc 's schedule for performance shall be extended accordingly without penalty. If Purchaser's, Owner's, or Engineer's actions delay SUEZ Treatment Solutions Inc 's performance, Purchaser shall pay SUEZ Treatment Solutions Inc any additional costs incurred by SUEZ Treatment Solutions Inc resulting from such delay and shall also pay SUEZ Treatment Solutions Inc's invoice for any stored Equipment, or any part thereof, as if they had been delivered in accordance with the milestone schedule.
6. **PROPRIETARY INFORMATION.** All information, plans, drawings, tracings, specifications, programs, reports, models, mock-ups, designs, calculations, schedules, technical information, data, manuals, proposals, CADD documents and other materials, including those in electronic form (collectively the "Instruments of Service") prepared and furnished by SUEZ Treatment Solutions Inc for use solely with respect to this Project. SUEZ Treatment Solutions Inc shall be deemed the author and owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Purchaser, Engineer, or Owner shall not use these Instruments of Service for future additions or alterations to this Project or for other projects, without the prior written agreement by SUEZ Treatment Solutions Inc. The Instruments of Service furnished by SUEZ Treatment Solutions Inc are proprietary to SUEZ Treatment Solutions Inc, submitted in strict confidence and shall not be reproduced, transmitted, disclosed or used in any other manner without SUEZ Treatment Solutions Inc 's written authorization.
7. **INSPECTION BY PURCHASER.** Purchaser may inspect the Equipment at the point of manufacture, provided that such inspection is arranged and conducted so as not to unreasonably interfere with SUEZ Treatment Solutions Inc 's or the manufacturer's operations.
8. **WARRANTY OF TITLE.** SUEZ Treatment Solutions Inc warrants and guarantees that upon payment title to all Equipment covered by any invoice submitted to Purchaser will pass to Purchaser free and clear of all liens.
9. **WARRANTY.** SUEZ Treatment Solutions Inc warrants that its Equipment shall conform to the description contained in SUEZ Treatment Solutions Inc's proposal and be free from defects in material and workmanship for a period of one (1) year from date its Equipment is initially placed in operation or eighteen (18) months from date its Equipment is shipped, whichever occurs first. Upon SUEZ Treatment Solutions Inc's receipt of written notice within thirty (30) days of discovery of any defect, and a determination by SUEZ Treatment Solutions Inc that such defect is covered under the foregoing warranty, SUEZ Treatment Solutions Inc shall, at its option, repair or replace the defective part or parts, f.o.b. factory. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with SUEZ Treatment Solutions Inc's written instructions and requirements or due to accident, misuse, abuse, neglect or corrosion. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses that may be incurred with repair or replacement. SUEZ Treatment Solutions Inc shall have no responsibility for the condition of primed or finish painted surfaces after the Equipment leaves its point of manufacture. Field touchup of shop primed or painted surfaces are normal and shall be at Purchaser's or Owner's expense. Unless otherwise specifically provided for herein, SUEZ Treatment Solutions Inc provides no other of product performance or process results. Correction of non-conformities in the manner and for the period of time provided above shall constitute SUEZ Treatment Solutions Inc's sole liability and purchaser's exclusive remedy for failure of SUEZ Treatment Solutions Inc to meet its warranty obligations, whether claims of purchaser are based in contract, tort (including negligence or strict liability), or otherwise. **THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
10. **BACKCHARGES.** SUEZ Treatment Solutions Inc shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Equipment, without SUEZ Treatment Solutions Inc 's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.
11. **LIQUIDATED DAMAGES.** Any liquidated damages clauses for failure to meet shipping or job completion promises are not acceptable or binding upon SUEZ Treatment Solutions Inc, unless such clauses are specifically accepted in writing by an authorized representative of SUEZ Treatment Solutions Inc at its headquarters office.
12. **LIMITATION OF LIABILITY.** Neither party shall be liable to the other party for any special, indirect, incidental, consequential or punitive damages arising from their obligations under this Contract, whether such damages are based upon breach of contract, breach of warranty, tort, strict liability or otherwise. In no event shall SUEZ Treatment Solutions Inc's liability exceed the purchase price of the Equipment or parts of the Equipment on which such liability is based.
13. **CANCELLATION BY PURCHASER.** If Purchaser cancels this Contract or refuses to accept delivery of the Equipment, Purchaser shall be liable to SUEZ Treatment Solutions Inc for reasonable costs incurred by SUEZ Treatment Solutions Inc including, cancellation charges, administrative costs, and commissions to sales representatives for all work performed or in process up to the time of cancellation or refusal to accept delivery.
14. **DEFAULT BY PURCHASER.** In the event Purchaser should breach its obligations under this Contract or if the Project is suspended or delayed for more than 120 cumulative days, then SUEZ Treatment Solutions Inc may, without prejudice to any other right or remedy it may have at law or equity, terminate this Contract or suspend performance if Purchaser fails to cure such breach within thirty (30) days of written notice. In such event, SUEZ Treatment Solutions Inc shall be paid for all work performed prior to termination/suspension, including all costs related to the termination/suspension. If

payments are not made in accordance with the terms contained herein, a service charge may, without prejudice to the right of SUEZ Treatment Solutions Inc to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance. Purchaser shall reimburse SUEZ Treatment Solutions Inc for all attorney's fees and costs related to collection of past due amounts.

15. **DEFAULT BY SELLER.** In the event of any default by SUEZ Treatment Solutions Inc and prior to Purchaser terminating the work for default, Purchaser shall give written notice of default to SUEZ Treatment Solutions Inc. SUEZ Treatment Solutions Inc shall remedy the default to the reasonable satisfaction of the Purchaser within thirty (30) days of receipt of such written notice or, if such default cannot reasonably be remedied within such thirty (30) day period, SUEZ Treatment Solutions Inc shall promptly begin to remedy the default within the thirty (30) day period and thereafter diligently prosecute to conclusion all acts necessary to remedy the default, in which event such default shall be deemed to be remedied.

16. **PATENT AND COPYRIGHT INFRINGEMENT.** SUEZ Treatment Solutions Inc shall defend any action or proceeding brought against Purchaser based on any claim that the Equipment infringes any United States patent or copyright, provided the Equipment is used in the manner specified and is not modified, altered, or combined with any other equipment without SUEZ Treatment Solutions Inc's prior written permission. Purchaser shall give prompt written notice to SUEZ Treatment Solutions Inc of any such action or proceeding and will reasonably provide authority, information and assistance (at Purchaser's expense) in the defense of same. If Purchaser is enjoined from the operation or use of the Equipment, SUEZ Treatment Solutions Inc shall take reasonable steps to procure the right to operate or use the Equipment. If SUEZ Treatment Solutions Inc cannot so procure such right within a reasonable time, SUEZ Treatment Solutions Inc shall promptly, at SUEZ Treatment Solutions Inc's option and expense, (i) modify the Equipment so as to avoid infringement of any such patent or copyright, (ii) replace said Equipment with equipment that does not infringe or violate any such patent or copyright, or (iii) as a last resort, remove the Equipment and refund the purchase price.

17. **INDEMNITY.** To the extent and proportion of its negligence, SUEZ Treatment Solutions Inc will indemnify and hold Purchaser harmless for any claims, damages, suits, or losses by third parties for death or bodily injury or damage to tangible property (other than to the Equipment itself) directly caused by SUEZ Treatment Solutions Inc's performance under this Contract.

18. **GOVERNING LAW/JURISDICTION.** This Contract shall be governed by, interpreted and enforced in accordance with the laws applicable in the state where the jobsite is located, without regard to any conflicts of law principles thereof. Any dispute that cannot be resolved amicably by the Parties shall be referred to the federal or state courts having jurisdiction over the jobsite. The Parties irrevocably waive the right to request trial by jury.

19. **NOTICES.** Unless otherwise provided, any notices to be given hereunder shall be given in writing at the address and to the representatives mentioned in the Contract Documents and shall be deemed effectively given (i) upon personal delivery to the party to be notified, (ii) on confirmation of receipt by fax by the party to be notified, (iii) one business day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth herein, or (iv) three days after deposit with the U.S. Post Office, postage prepaid, registered or certified, with return receipt requested.

20. **ASSIGNMENT/SUCCESSORSHIP.** Neither SUEZ Treatment Solutions Inc. nor Purchaser may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any prohibited assignment shall be null and void. OZONIA and Purchaser intend that the provisions of this Contract are binding upon the parties, their employees, agents, heirs, successors and assigns.

21. **SEVERABILITY.** If any term, condition or provision of this Contract or the application thereof to any party or circumstance shall at any time or to any extent be invalid or unenforceable, then the remainder of this Contract, or the application of such term, condition or provision to parties or circumstances other than those which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

22. **NO WAIVER.** The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Contract or to exercise any right under this Contract shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.



Please Return to: Becky Korb

Email: becky.korb@suez.com

Fax: 804-756-7643

SUEZ Treatment Solutions Inc.

Purchase Authorization Form- updated 04/14/2020

Pursuant to new SUEZ temporary payment guidelines, the following supersedes and replaces Item No. 3 of the Terms & Conditions of Sale listed on the Quotation: Orders originating from Mexico, Latin America, South America, Europe, & Asia are to be prepaid 100% in advance of shipment, regardless of shipment destination. Freight Terms will be Ex-Works unless otherwise agreed upon.

All highlighted sections must be completed in full for SUEZ to process your order:

Quotation Number: _____ Customer: _____

Customer PO/Reference: _____

Payment Type: ☐ Check (For Open Account/Net30)
☐ Wire Transfer (For Open Account/Net30)
☐ Credit Card (via Credit Card Portal- do not include CC info on this form)

Authorizing Name & Email: _____

Authorizing Title: _____

Payer Name & Email: _____

Payer Title: _____

I hereby authorize SUEZ Treatment Solutions Inc. to invoice for the scope of supply as described on the Sales Quotation listed above and attached hereto.

Authorized Signature: _____ Date: _____

Payer Signature: _____ Date: _____

Limitation of Liability:

Notwithstanding any statement contained herein to the contrary, in no event shall either party's liability to the other party (including for breach of contract claims, breach of warranty claims, indemnity claims, or anything else) exceed the purchase price of the equipment or services and neither party shall be liable to the other party for consequential, indirect, incidental, special, or punitive damages. Seller's sole obligation and liability for insurance is per the attached Certificate of Insurance.

Recently enacted national, state/provincial and local directives and regulations in response to the COVID-19 pandemic as defined by the World Health Organization [WHO] has caused, and will continue to cause market volatility, fluctuations, price adjustments, delays, and other unforeseen impacts on industries. SUEZ is currently monitoring the situation as it develops and we are constantly adjusting our current pricing and bidding to be reflective of market conditions as of the day of price or bid submission. However, to the degree changing and newly enacted regulations and directives cause material impact, further market disruption, delay, or price escalation, SUEZ reserves the right to adjust our pricing and bid submissions accordingly.

Please rest assured that SUEZ will continue to make every effort to be as accurate as possible in our pricing and lead-time estimates and we will continue to keep all of our customers, clients, and partners apprised of any changes as they occur.

SUEZ Internal Use Only – Filled Out by Parts Sales Coordinator or Sales Engineer

SO#

Date:

SUEZ Employee:

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

Topic:

Approval of Rules of Procedure

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Adoption_of_Rules_of_Procedure_12-15-2020.pdf

Description

Motion - Rules of Procedure

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: December 15, 2020

TOPIC: Adoption of Rules of Procedure

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

MOTION:

I hereby move to adopt these Rules of Procedure dated December 15, 2020. These Rules and Procedures shall apply to all meetings of the Mayor and City Council to be held by this administration and shall be in effect upon adoption of the Mayor and City Council.

DATE OF PASSAGE: 12/15/2020



CITY OF HAGERSTOWN, MARYLAND

MAYOR AND CITY COUNCIL

RULES OF PROCEDURE

TABLE OF CONTENTS:

1. Authority
2. General Rules
3. Meetings
4. Chairman and Duties
5. Order of Business and Agenda
6. Citizens' Rights
7. Suspension and Amendment of These Rules

December 15, 2020

RULES OF PROCEDURE

1. AUTHORITY

- 1.1 The Charter of the City of Hagerstown, Section 206, provides that the Mayor and Council shall determine its own rules of procedure for meetings. Rules pertaining to open meetings are in accordance with the provisions of the Annotated Code of Maryland, State Government Article, Section 10-507(b). The following set of rules shall be in effect upon their adoption by the Mayor and Council and until such time as they are amended or new rules adopted in the manner provided by these rules.

2. GENERAL RULES

- 2.1 **Rules of Order:** "Roberts Rules of Order Newly Revised: Twelfth Edition" shall govern the proceedings of the Mayor and Council in all cases, unless they are in conflict with these rules.
- 2.2 **Meetings to be Public:** All official meetings of the Mayor and Council, except where State or local law allows Executive Sessions for certain limited topics, shall be open to the general public, who is invited to listen and observe. Except in instances when the Mayor and Council expressly invites public testimony, questions, comments, or other forms of public participation, no member of the public attending an open session may participate in the session. The journal of proceedings shall be open to public inspection.
- 2.3 **Quorum:** A majority of the members of the Council shall constitute a quorum and be necessary for the transaction of business. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time.
- 2.4 **Journal of Proceedings:** An account of all proceedings of the Mayor and Council shall be kept by the City Clerk and shall be entered in a book constituting the official record of the Mayor and Council.
- 2.5 **Right of Floor:** Any member desiring to speak shall be recognized by the Chair and shall confine his or her remarks to one subject under consideration or to be considered.
- 2.6 **City Administrator:** The City Administrator shall attend all meetings of the Mayor and Council unless excused. The City Administrator may make recommendations to the Mayor and Council and shall have the right to take part in all discussions of the Council but shall have no vote.

- 2.7 **City Attorney:** The City Attorney shall attend all meetings of the Mayor and Council unless excused and shall, upon request, give an opinion, either written or oral, on questions of law.
- 2.8 **City Clerk:** The City Clerk shall attend all meetings of the Mayor and Council unless excused and shall keep the official journal (minutes) and perform such other duties as may be requested by the Mayor and Council.
- 2.9 **Officers and Employees:** Department heads of the City, when there is pertinent business from their departments on the Council agenda, shall attend such Council meetings upon request of the City Administrator.
- 2.10 **Cellular Telephones:** The use of cellular telephones in the Council Chamber during Mayor and Council meetings shall be prohibited. Any audible features of cellular or electronic devices shall be turned off during meetings.

3. **MEETINGS**

- 3.1 **Regular Meeting:** The Mayor and Council shall hold a Regular Meeting a minimum of once each month, in accordance with the City Charter. All Regular Meetings shall generally convene on the fourth Tuesday of each month at 7:00 p.m. in the Council Chamber, second floor, City Hall.
- 3.2 **Special Meetings:** Special meetings may be called by three or more members of the Council or by the Mayor. The City Clerk shall prepare a notice of special session, stating time, place, and object, and the notice shall be served upon each member of the Council at least three hours before the time of the meeting. It shall also be the duty of the City Clerk to make diligent effort to notify each member of the Council in person, either by telephone or otherwise, of such special session. Notice of such special session shall be properly publicized by the news media as specified by law. Only matters set forth in the notice of the meeting shall be discussed at such meeting.
- 3.3 **Work Sessions:** The Mayor and Council may meet informally in work sessions (study sessions), open to the public, at the call of the Mayor or three or more members of the Council, to review forthcoming programs of the City, receive progress reports on current programs or projects, or receive other similar information from the City Administrator, provided that all discussions and conclusions thereon shall be informal. No formal actions may be taken in a work session.
- 3.4 **Executive Sessions:** Executive Sessions, or closed meetings, may be held in accordance with the applicable provisions of the Charter of the City of Hagerstown and of the Annotated Code of Maryland. A majority of the members present must vote in favor of closing the session prior to meeting in Executive

Session. The vote will be recorded and a written statement shall be provided outlining the reason for closing the meeting, including a citation of the authority under the Annotated Code of Maryland, and a listing of the topics to be discussed.

Topics that may be discussed include: (1) Personnel matters; (2) Protection of the privacy or reputation of individuals in matters not related to public business; (3) Consider the acquisition of real property for a public purpose; (4) Proposal for a business or industrial organization to locate, expand or remain in the City; (5) Investment of public funds; (6) Marketing of public securities; (7) Consultation with legal counsel to obtain legal advice; (8) Pending or potential litigation; (9) Collective bargaining negotiations; (10) Public security, including the development and implementation of emergency plans; (11) Qualifying examinations; (12) Investigative proceedings concerning criminal misconduct; (13) Compliance with specific constitutional, statutory, or judicially imposed requirements that prevents public disclosures about particular matters; (14) Discuss matters directly related to a negotiating strategy or contents of a bid or proposal, if public discussion would adversely affect the competitive bidding or proposal process; and (15) Administrative functions. No ordinance, resolution, rule or regulation shall be finally adopted at such an executive session.

- 3.5 **Recording of Open Meetings:** All official meetings of the Mayor and City Council, except Executive Sessions, shall be open to the news media and to members of the general public, freely subject to recording by radio, television, tape recorder and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

A recording of an open session made by a member of the news media or general public, or any transcript derived from such a recording, may not be deemed a part of the record or any proceeding of the Mayor and City Council.

4. **CHAIRMAN AND DUTIES**

- 4.1 **Chairman:** The Mayor shall preside as Chairman at all meetings of the Mayor and City Council. In the absence of the Mayor, the Council shall elect a Chairman.
- 4.2. **Call to Order:** The meetings of the Mayor and Council shall be called to order by the Mayor. In the absence of the Mayor, the meeting shall be called to order by the City Clerk for the election of a temporary Chairman.
- 4.3 **Preservation of Order:** The Chairman shall preserve order and decorum, prevent attacks on personalities or the impugning of members motives, and confine members in debate to the question under discussion.

- 4.4 **Points of Order**: The Chairman shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the Chairman be sustained?"
- 4.5 **Questions to be Stated**: The Chairman shall state all questions submitted for a vote and announce the result. A roll call vote shall be taken upon the request of any member.
- 4.6 **Substitution for Chairman**: The Chairman may call any other member to temporarily chair the meeting in order to take part in debate or to cover a temporary absence. Such substitution shall not continue beyond adjournment.

5. **ORDER OF BUSINESS AND AGENDA**

- 5.1 **Order of Business**: The business of all regular meetings of the Mayor and Council shall be transacted in the following order, unless the Council, by a majority vote of the members present, suspends the rules and changes the order:

- (1) Call to Order
- (2) Invocation
- (3) Pledge to the Flag
- (4) Announcements
- (5) Appointments
- (6) Guests
- (7) Agenda Item Citizen Comments
- (8) Public Hearings
- (9) Approval of Minutes
- (10) Consent Agenda
- (11) Unfinished Business
- (12) New Business
- (13) General Citizen Comments
- (14) Administrator's Comments
- (15) Mayor and Council Comments/Reports
- (16) Adjournment

- 5.2 **Consent Agenda**: The Consent Agenda may contain items of a routine and non-controversial nature which may include, but are not limited to the following: communications, memos and reports for information, resolutions, agreements, petitions, minutes, applications, approval of purchase requisitions. The Consent Agenda may be accepted by the consent of the Council by a single vote without reading, unless a member of the Council should request any item be removed for further discussion. Any item removed from the Consent Agenda will automatically become the last item under New Business.

- 5.3 **Agenda:** The agenda of each meeting shall be prepared by the City Clerk after review and decision of agenda topics is completed by the City Administrator and the City Clerk, with input from the Department Heads. The Mayor, or three or more members of the Council, may request specific topics to be added to a future agenda. The agenda and meeting packet shall be electronically delivered to members of the Council at least forty-eight (48) hours preceding the meeting to which it pertains. The agenda and meeting packet for public review shall be available in the City Clerk's office on the Friday afternoon preceding each meeting of the Mayor and City Council.

6. **CITIZENS' RIGHTS**

- 6.1 **Addressing the Mayor and Council – Time Limit:** Any person desiring to address the Mayor and Council may do so when recognized by the Chairman (during Agenda Item Citizen Comments or General Citizen Comments).

Agenda Item Citizen Comments shall be limited to topics listed for consideration on that meeting's agenda, and comments shall be limited to five minutes.

General Citizen Comments shall be limited to three minutes.

- 6.2 **Manner of Addressing the Mayor and Council:** Each person addressing the Mayor and Council shall utilize the microphone, give his or her name and address of residence for the record and, unless further time is granted by the Council, shall limit their address according to the time limits set forth in Paragraph 6.1. When large groups of citizens wish to address the Mayor and Council on the same topic, each organization or group addressing the Mayor and Council shall choose two representatives to make comments to the Mayor and City Council, acting as spokespersons. The spokespersons shall limit their comments according to Paragraph 6.1. All remarks shall be addressed to the Mayor and Council as a body, and not to any member individually. No person, other than members of the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council. No questions shall be asked the Councilmembers, except through the presiding officer. The Council will then determine the disposition of the issue (to be placed on the agenda, work session, other agenda, take under advisement or refer to the City Administrator).
- 6.3 **Personal and Slanderous Remarks:** Any person making personal, impertinent or slanderous remarks, or who shall become boisterous while addressing the Mayor and Council, may be requested to leave the meeting and may be forthwith, by the presiding officer, barred from further audience before the Mayor and Council during that meeting.

- 6.4 **Reading of Protests:** Interested persons, or their authorized representatives, may address the Mayor and Council for the reading of protests, petitions, or communications relating to any matter over which the Council has control, when the item is under consideration by the Mayor and Council, if a majority of the Council present agrees to let them be heard.
- 6.5 **Written Communication:** Interested parties, or their authorized representatives, may address the Mayor and Council by written communication in regard to any matter concerning the City's business or over which the Council has control at any time by direct mail or by addressing the City Clerk and copies will be distributed to the Councilmembers.
- 6.6 **Signs, Hats, and Banners:** Members of the audience shall not wear or display signs, placards, banners, hats, costumes, or similar items at any time in Council Chambers that obstruct the view of other audience members. In no event shall signs, placards, banners, props, or similar items be larger than 8 ½ by 11 inches, be illuminated, or be attached to any pole, stick, or other device.

7. **SUSPENSION AND AMENDMENT OF THESE RULES**

- 7.1 **Suspension of Rules:** Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of the City Council. The vote on any such suspension shall be taken by ayes and noes and entered upon the record.
- 7.2 **Amendment of Rules:** These rules may be amended, or new rules adopted, by a majority vote of all members of the City Council, provided that the proposed amendments or new rules shall have been reviewed into the record at a prior Council meeting.

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

Topic:

Approval of a Resolution: Lease Agreement for the City of Hagerstown Property Located at 36 N Potomac St, Hagerstown, Maryland - The Yarn Shop

Mayor and City Council Action Required:

Staff request that the Mayor & Council approve the proposed temporary lease agreement with Williamsport Yarn Closet, LLC (The Yarn Shop) for retail space in 36 North Potomac in the Engine Room space which is currently vacant.

Discussion:

The Yarn Shop was previously operating in the Aria at the Hamilton Plaza known formerly as the Hamilton Hotel. Currently, the business is unable to operate due to a partial collapse of the building.

Financial Impact:

Key terms and conditions of the proposed temporary lease include:

- Lease to be effective December 1, 2020 through January 31, 2021
 - Rent will be \$0.00 during this term
 - Utilities will be included during this term

Recommendation:

Motion:

I hereby move that the Mayor and City Council approve the attached resolution authorizing a Lease Agreement between Michelle Nolan doing business as The Yarn Shop and the City of Hagerstown for temporary use of City of Hagerstown property located at 36 North Potomac St in Hagerstown, MD. The term of the lease shall be for 60 days.

Action Dates:

DATE OF INTRODUCTION:	N/A
DATE OF PASSAGE:	12/15/2020
EFFECTIVE DATE:	12/15/2020

ATTACHMENTS:

File Name

Description

121520_The_Yarn_Shop_Lease.pdf

The Yarn Shop Lease
Agreement

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: December 15, 2020

TOPIC: **Approval of a Resolution: Lease Agreement for the City of Hagerstown property located at 36 N Potomac St, Hagerstown, Maryland.**

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

MOTION: I hereby move that the Mayor and City Council approve the attached resolution authorizing a Lease Agreement between Michelle Nolan doing business as The Yarn Shop and the City of Hagerstown for temporary use of City of Hagerstown property located at 36 North Potomac St in Hagerstown, MD. The term of the lease shall be for 60 days.

DATE OF INTRODUCTION:	N/A
DATE OF PASSAGE:	12/15/2020
EFFECTIVE DATE:	12/15/2020



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development
Business and Community Relations Division

To: Scott Nicewarner, City Administrator

From: Doug Reaser, Business Development Specialist
Jonathan Kerns, Community Development Manager

Date: December 3, 2020

RE: Lease Agreement – Williamsport Yarn Closet, LLC

Mayor & Council Action Requested

Staff request that the Mayor & Council approve the proposed temporary lease agreement with Williamsport Yarn Closet, LLC (The Yarn Shop) for retail space in 36 North Potomac in the Engine Room space which is currently vacant.

The Yarn Shop was previously operating in the Aria at the Hamilton Plaza known formerly as the Hamilton Hotel. Currently, the business is unable to operate and due to a partial collapse of the building.

Key terms and conditions of the proposed temporary lease include:

- Lease to be effective December 1, 2020 through January 31, 2021
 - Rent will be \$0.00 during this term
 - Utilities will be included during this term

A copy of the draft lease agreement is attached. Minor revisions may exist to the draft lease which will be reviewed during the work session.

Attachments: Draft lease for Williamsport Yarn Closest retail space

- c. Eric Deike
Michelle Hepburn
Jill Thompson

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN
TO ENTER INTO A NEW LEASE AGREEMENT WITH
WILLIAMSPORT YARN CLOSET, LLC
FOR A PORTION OF THE PROPERTY KNOWN AS
36 NORTH POTOMAC STREET**

RECITALS

WHEREAS, the City of Hagerstown owns property known as 36 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 Williamsport Yarn Closet, LLC; and

WHEREAS, Williamsport Yarn Closet, LLC, is a limited liability company organized and existing under the laws of the State of Maryland, desires to lease the Premises from the City and operate its business at said location; 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 Williamsport Yarn Closet, LLC for the Premises, pursuant to the terms of the Lease Agreement attached hereto and incorporated herein by reference.
2. That upon Williamsport Yarn Closet, LLC providing written proof that it has a valid trader’s license, and all other applicable licenses and approvals, 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 Spickler, City Clerk

Emily Keller, Mayor

Date of Introduction: December 15, 2020
Date of Passage: December 15, 2020
Effective Date: December 15, 2020

Prepared by:
SALVATORE & MORTON, LLC
City Attorneys

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") entered into on ____ day of _____, 2020, 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 Williamsport Yarn Closet, LLC, a limited liability company organized and existing under the laws of the State of Maryland, hereinafter called "Tenant".

WHEREAS, the City owns a certain property located in Hagerstown, Washington County, Maryland, known as 36 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 36 North Potomac Street, Hagerstown, Maryland, consisting of approximately 1,500 total square feet, more particularly identified on the attached **Exhibit 1** ("the Premises").

SECTION 2 **TERM**

The Premises described herein are leased by Landlord to Tenant for an initial term of 60 days beginning on the 1st day of December, 2020 and terminating on the 31st day of January, 2021 at and for rental as set forth in Section 3 – Rent. Upon the expiration of the term and/or any renewal thereof (collectively the "term"), the rights of the Parties shall be construed pursuant to Section hereof. In no event shall the tenancy be extended or renewed absent an express written agreement between the Parties.

SECTION 3
RENT

A. For the period of December 1, 2020 to January 31, 2021, the rental shall be Zero and 00/100 Dollars (\$0.00).

SECTION 4
USE FEES; UTILITIES

Tenant shall be responsible for paying for all utilities except as provided herein. Tenant shall place the account for said utilities in its name and same shall be payable directly by Tenant to the applicable utility provider. Tenant shall be responsible for all trash removal services.

TENANT SHALL NOT BE RESPONSIBLE FOR OR PAY REAL ESTATE PROPERTY TAXES. TENANT SHALL NOT BE RESPONSIBLE FOR WATER, ELECTRIC, GAS, HEATING OR WASTE WATER FEES. 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, collectible in the same manner as the annual 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 personalty 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 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. Tenant shall be responsible and pay for all pest/insect/rodent control services 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 conducting a retail arts and craft business and any related business activities incidental thereto. No other use may be made of the premises unless approved in writing by the Landlord.

Tenant shall at all times during the term hereof remain in good standing with the State of Maryland, maintain its trader's license, and all other applicable licenses and approvals current and valid. Failure to cure a violation of this provision within thirty (30) days of notice to do so shall constitute an event of default hereunder.

Tenant's agents, servants, employees, invitees, or other persons upon the Premises under the control and direction of the Tenant shall not engage in any criminal activity upon the Premises. Tenant, its agents, servants and employees shall not engage in any act intended to facilitate criminal activity upon the Premises or permit the Premises to be used for any such criminal activity. Any violation of this warranty shall be deemed an event of default hereunder.

SECTION 9 **SIGNS**

Tenant shall be not permitted to install the name of Tenant and/or its trade name, on any interior walls permanently. 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 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. 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, 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 the payment of the rental or any other 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.

SECTION 16
TENANT HOLDING OVER

This agreement shall terminate automatically upon the expiration of the initial term or any validly exercised renewal thereof. 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 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.

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 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 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 82 West Washington Street, Suite 100 Hagerstown, Maryland 21740
Tenant:	Melissa Noel 12015 Kemps Mill Rd Williamsport, MD 21795

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 26
PERSONAL GUARANTEE

N/A

SECTION 27
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 enure 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

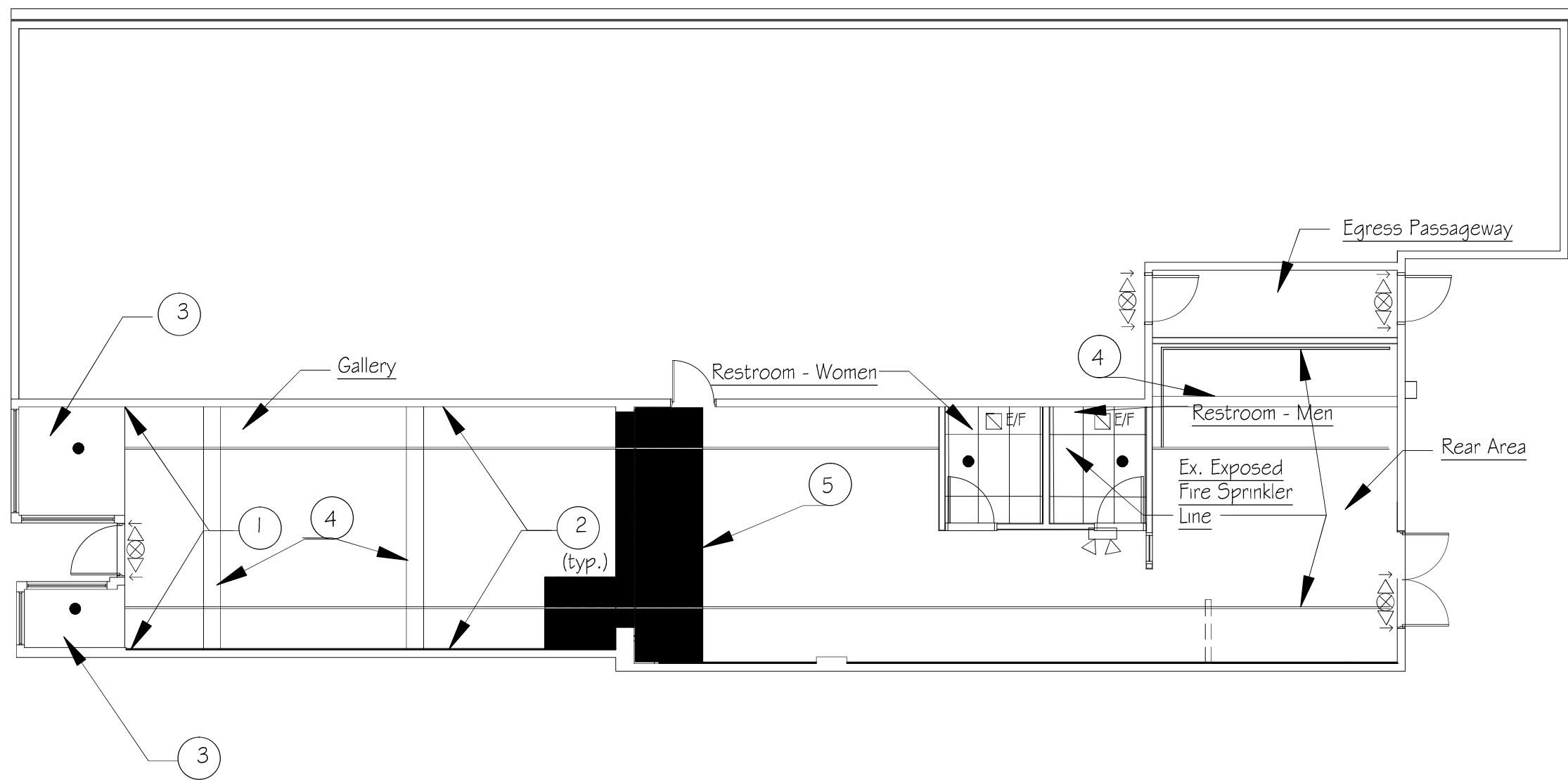
Donna Spickler, City Clerk

By: _____
Emily Keller, Mayor

ATTEST

**TENANT
Williamsport Yarn Closet, LLC**

By: _____
Melissa Noel, Managing Member



Scale: 1/4" = 1'-0"

Exhibit 1

Architectural Professional Certification
 I, Robert John Goldsack, Jr., certify that these documents were
 prepared or approved by me, and that I am a duly licensed
 Architect under the laws of the State of Maryland
 License number 8384; Expiration date: December 5, 2014

Tenant Space Alteration
 Artist Gallery Shop
 36 North Potomac Street
 Hagerstown, Maryland 21740

ARCHITECT
 Robert John Goldsack, JR. A.I.A.
 145 West Washington Street, Hagerstown, Maryland 21740
 Telephone: 240-463-6737 e-mail: robert@robertgoldsackjr.com
 Maryland Architectural License Number: 8384
 © Contents copyright 2014 web site: www.robertgoldsackjr.com

Progress Print
 August 5, 2014
 DRAFTER: RMG/ RJG

A-2

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

Topic:

Approval of a Resolution: Refuse Collection Agreement for McCleary Hill Development

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Approval_of_Refuse_Collection_Agreement_for_McCleary_Hill_Dev.pdf

Refuse Collection
Agreement for
McCleary Hill
Development

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 15, 2020

TOPIC: Approval of a Resolution: Refuse Collection Agreement for McCleary Hill Development

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

MOTION: I hereby move for the approval of the Refuse Collection Agreement with the Hagerstown Housing Authority for the McCleary Hill development. This agreement allows the City's solid waste collection contractor to access the private streets and alleys of the development.

DATE OF PASSAGE: 12/15/2020

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING
THE EXECUTION OF AN AGREEMENT
WITH HAGERSTOWN HOUSING AUTHORITY
FOR SOLID WASTE COLLECTION
IN McCLEARY HILL DEVELOPMENT**

RECITALS

WHEREAS, the Hagerstown Housing Authority (HHA) is to owner/developer which manages the common areas and general affairs in the McCleary Hill subdivision community within the corporate limits of the City of Hagerstown; and

WHEREAS, the HHA is responsible for general solid waste collection and removal services for residents of the McCleary Hill subdivision by virtue of the fact that the private courts within the community do not meet requisite City standards and are considered common areas within the community; and

WHEREAS, the HHA has requested that the City of Hagerstown collect and remove solid waste from within its community, pursuant to the attached "Refuse Collection Agreement"; and

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

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

1. That the City of Hagerstown be and is hereby authorized to provide solid waste collection and removal services to the McCleary Hill Development, pursuant to the "Refuse Collection Agreement" attached hereto and incorporated herein; and
2. That the Mayor be and is hereby authorized to execute and deliver the said "Refuse Collection Agreement", and 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

Emily Keller, Mayor

Date of Introduction: 12/15/20
Date of Passage: 12/15/20
Effective Date: 12/15/20

Prepared by City Staff

REFUSE COLLECTION AGREEMENT

THIS REFUSE COLLECTION AGREEMENT (the "Agreement") made this 1st day of December 2020, by and between Hagerstown Housing Authority (HHA), a Maryland corporation and the CITY OF HAGERSTOWN, Maryland, a municipal corporation (the "City").

EXPLANATORY STATEMENT

The HHA, which manages the common areas located within the McCleary Hill Development in Hagerstown, Maryland, as designated on various plats recorded or to be recorded among the Plat Records of Washington County, Maryland. The HHA has determined that it is in the best interest of the HHA and those occupying the rental units that solid waste collection and removal services be provided in coordination with the general refuse collection and removal services afforded by the City to residents of the City who reside on public streets. Since certain streets and courts within the McCleary Hill Development are private and are located within the Common Areas of the McCleary Hill Development, the City cannot provide refuse collection to certain units of the McCleary Hill Development without a license to do so as set forth in this Agreement. It is the intention of the parties hereto to provide for such refuse collection within the private alleys of the McCleary Hill Development as aforesaid in order to provide refuse collection and removal services to the residents thereof, and the City is willing to provide such services subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto hereby agree as follows:

1. Recitals. The provisions set forth in the Explanatory Statement are hereby incorporated by reference as if fully set forth in the body of this Agreement.
 2. License. The HHA hereby grants a license for the City's refuse collection and removal contractor (the "Contractor") from time-to-time to enter onto the streets and alleys within the Common Areas of the McCleary Hill Development for the limited purpose of refuse collection and removal by the Contractor. Said Common Areas are as highlighted on the attached Exhibit A.
 3. Contractor's Services. The Contractor will provide such services in the same manner that regular refuse collection and removal is provided for other residents of the City at regular refuse collection times as established by the City and the Contractor. The HHA and the residents hereby acknowledge that the charge for refuse collection and removal (the "Collection Fee") in effect and amended from time-to-time by official action of the City Council will be billed for each individual unit and will be paid by the property owner according to the prevailing City billing collection practices.
 4. Indemnifications. The HHA hereby indemnifies and holds the City and its agents, servants, employees and contractors, harmless and free of any and all claims from any and all damage that may be caused to the pavement and/or adjoining landscaping of the HHA resulting from ordinary use by the Contractor in the discharge of its refuse collection and removal services for the HHA, provided the Contractor shall nevertheless remain liable in the event any damage is caused due to the negligent or intentional act of the Contractor, its agents, servants, employees and subcontractors.
 5. No Acceptance of Private Street System. Nothing contained in this Agreement shall be construed or interpreted as an acceptance by the City of the Courts within the Common Areas of the McCleary Hill Development into the public street system of the City.
 6. City's Duty. This Agreement permits, but does not require, the City to provide such refuse collection and removal and the City may terminate such services upon the 30 day notice to the HHA.
-

7. Further Assurances. The parties hereto agree to execute and deliver such other and further assurances as may be necessary to effect the purposes of this Agreement.

8. Contingency. The parties hereto agree that the within Agreement is subject to the final approval of the Mayor and Council of the City.

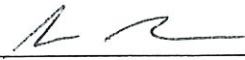
IN WITNESS WHEREOF, the parties hereto agree that the within Agreement is subject to the final approval of the Mayor and Council of the City.

ATTEST:

HAGERSTOWN HOUSING AUTHORITY



WITNESS

By: _____(SEAL)
Executive Director

CITY OF HAGERSTOWN

Donna Spickler, City Clerk

By: _____(SEAL)
Emily Keller, Mayor

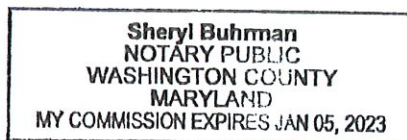
STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 1st day of December, 2020, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Sean Griffith, who acknowledged himself to be the Executive Director of the Hagerstown Housing Authority, a Maryland corporation, and that he, as such Executive Director being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Executive Director.

WITNESS my hand and Official Notarial Seal.

Sheryl Buhman
Notary Public

My Commission Expires: 01/05/2023



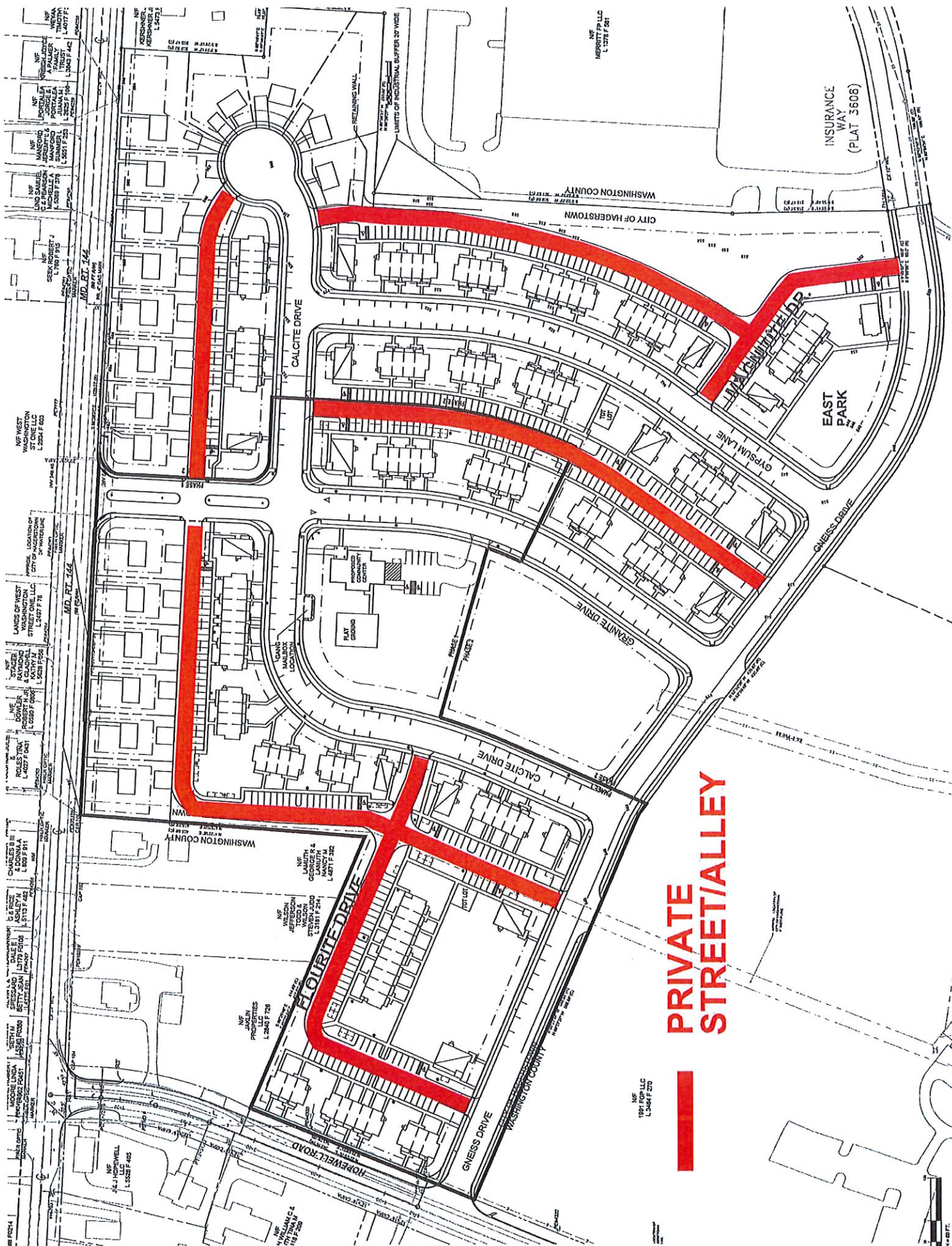
STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Emily Keller, who acknowledged herself to be the Mayor of the CITY OF HAGERSTOWN, Maryland, a municipal corporation, and that she, as such Mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Mayor.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:



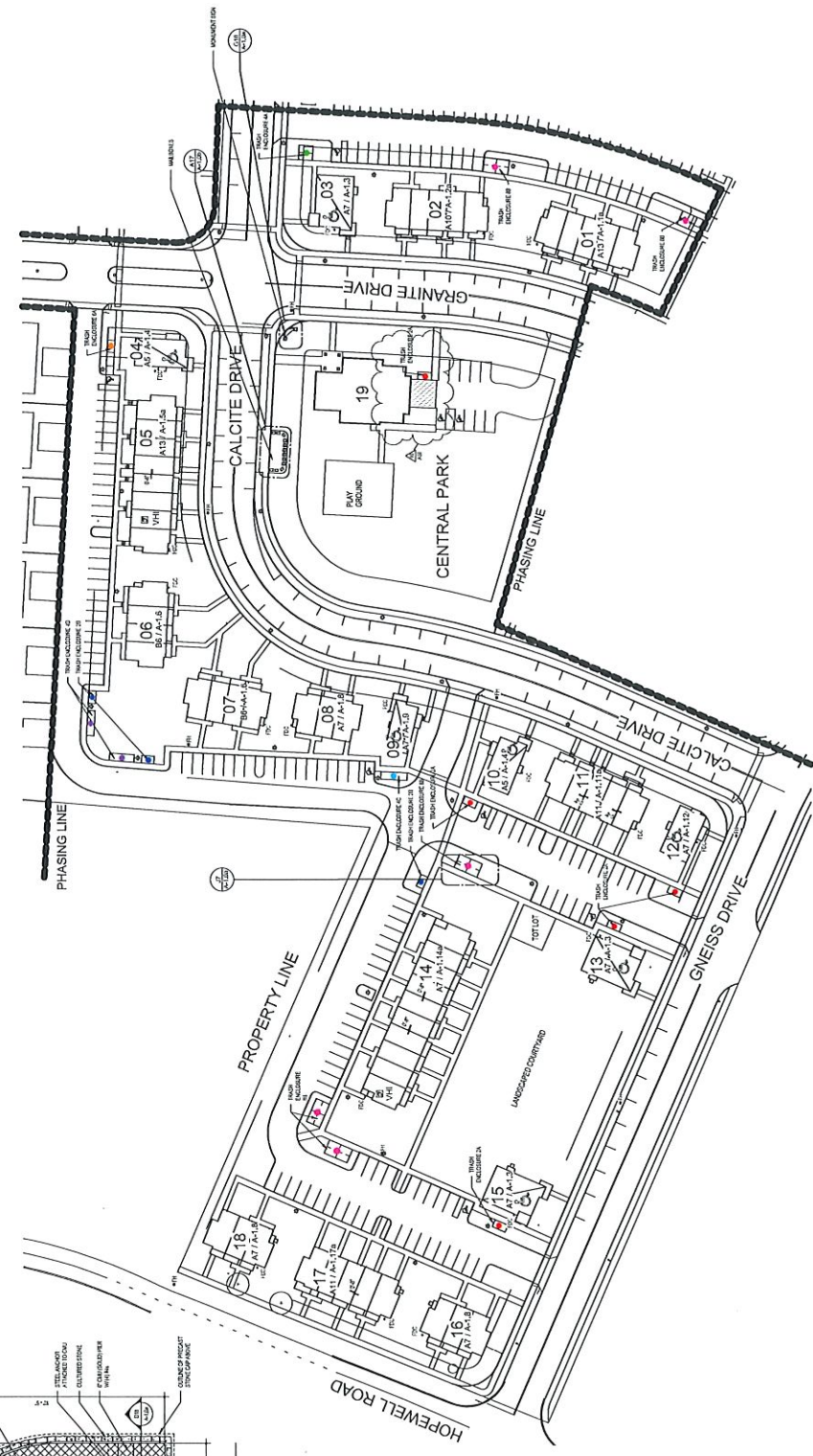
**PRIVATE
STREET/ALLEY**





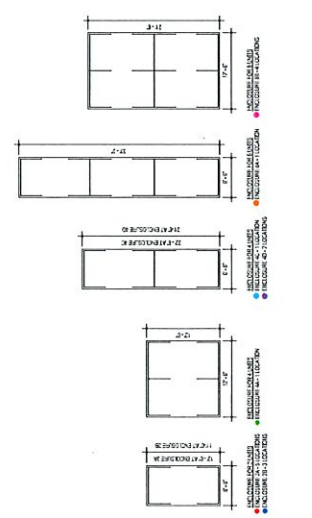
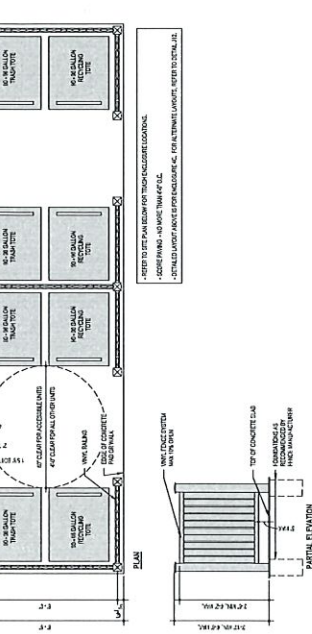
A16 SITE PLAN (SCHEMATIC) PHASE 1

ARCHITECTURAL SITE PLAN, MONUMENT SIGN AND TRASH ENCLOSURE DETAILS
MCCLEARY HILL DEVELOPMENT, PHASE I
HAGERSTOWN, MARYLAND
GP #21647
GRIMM AND PARKER
www.grimmaparker.com
11720 Blake & Drive
Baltimore, MD 21206
Tel: 301.552.1000

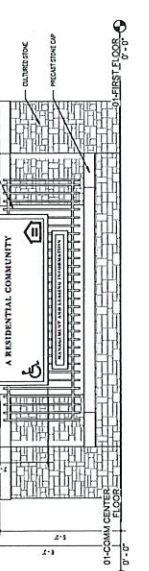


J7 TRASH ENCLOSURE PLAN

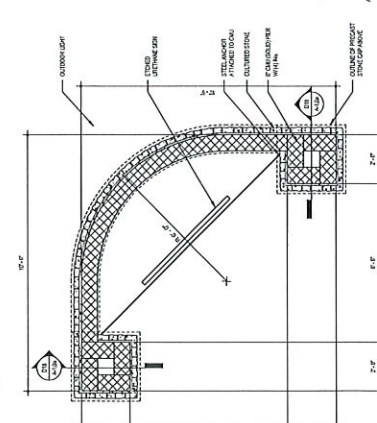
J12 TRASH ENCLOSURE LAYOUTS



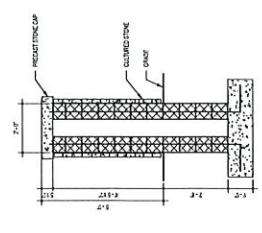
K18 MONUMENT SIGN ELEVATION



G18 MONUMENT SIGN PLAN



D18 MONUMENT SIGN SECTION



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

Topic:

Approval of a Resolution to Amend the Start of the Stormwater Utility Fee

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Approval_of_Resolution_to_Amend_SW_Utility_Fee.pdf

Description

Approval of a Resolution to
Amend the Start of the
Stormwater Utility Fee

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 15, 2020

TOPIC: Approval of a Resolution: To Amend the Start of the Stormwater Utility Fee

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

MOTION:

I hereby move for the approval of a Resolution to amend a past resolution of the Council (dated and effective June 23, 2020) to delay start of the Stormwater Utility Fee from January 1, 2021 to March 1, 2021.

The fee will appear on the first full quarterly "Water and Wastewater" utility bill issued after March 1 for customers billed on a quarterly basis and on the first monthly "Water and Wastewater" utility bill issued after April 1 for customers billed on a monthly basis.

DATE OF INTRODUCTION: 12/15/2020

DATE OF PASSAGE: 12/15/2020

EFFECTIVE DATE: 12/15/2020

RESOLUTION

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION DELAYING THE START DATE OF
THE STORMWATER UTILITY FEE**

RECITALS

WHEREAS, by new ordinance effective May 29, 2020, the City of Hagerstown established a Stormwater Protection Program (found at Code of the City of Hagerstown Chapter 213, Article XIII *Stormwater Protection Program* Sections 213-30 - 231-37) applicable to all real property located within the City limits;

WHEREAS, the Stormwater Protection Ordinance established a Stormwater Utility Fee which is imposed on all real property and is to be deposited into the City's Stormwater Enterprise Fund;

WHEREAS, the Stormwater Protection Ordinance provides that the Stormwater Utility Fee billing unit is 1,000 square feet of impervious area. The **rate** per Stormwater Utility Fee billing unit to be used for calculating the Stormwater Utility Fee is to be set by the City Council by resolution;

WHEREAS, by Resolution dated June 23, 2020, the City established the annual rate for the Stormwater Utility Fees for calendar years 2021, 2022 and 2023;

WHEREAS, the City desires to delay the start of the fee for Calendar year 2021 from January 1, 2021 to March 1, 2021 to enable staff to finalize the billing database and further evaluate the program; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to delay the start date of the fee for Calendar year 2021 only.

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

1. That the foregoing recitals are incorporated herein as if fully set forth.

2. The annual rate of the Stormwater Utility Fee shall be \$32 per 1000 square feet of impervious surface. The rate shall be effective January 1, 2021 and for the remainder of that calendar year.

3. The fee will appear on the first full quarterly "Water and Wastewater" utility bill issued after March 1 for customers billed on a quarterly basis and on the first monthly "Water and Wastewater" utility bill issued after April 1 for customers billed on a monthly basis.

4. In all other respects the Resolution dated June 23, 2020 shall remain in full force and effect.

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: _____
Emily N. Keller, Mayor

Date of Introduction: December 15, 2020
Date of Passage: December 15, 2020
Effective Date: December 15, 2020

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

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

Topic:

Approval of a Motion: Application and Acceptance of Grant Funding from the Governor's Maryland Strong: Economic Recovery Initiative for a Main Street Hagerstown Business Stabilization Grant Program

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move for the Mayor and City Council to approve the application for and acceptance of grant funding up to a possible \$500,000 maximum from the Governor's Maryland Strong: Economic Recovery Initiative for a Main Street Hagerstown Business Stabilization Grant Program per the attached Guidelines and Application Form. The grant funding is special COVID-19 business relief funding available to Main Street Maryland districts, and does not require a City of Hagerstown match. The approval provides that the City Administrator may make administrative edits if necessary to finalize the grant program guidelines and application form.

Action Dates:

DATE OF INTRODUCTION:	12/15/2020
DATE OF PASSAGE:	12/15/2020
EFFECTIVE DATE:	12/15/2020

ATTACHMENTS:

File Name

121520_Main_Street_Economic_Recovery_Grant.pdf

Description

Motion Main Street
Application Economic
Recovery Grant

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 15, 2020

TOPIC: **Approval of a Motion: Application and Acceptance of Grant Funding from the Governor's Maryland Strong: Economic Recovery Initiative for a Main Street Hagerstown Business Stabilization Grant Program**

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

MOTION: I hereby move for the Mayor and City Council to approve the application for and acceptance of grant funding up to a possible \$500,000 maximum from the Governor's Maryland Strong: Economic Recovery Initiative for a Main Street Hagerstown Business Stabilization Grant Program per the attached Guidelines and Application Form. The grant funding is special COVID-19 business relief funding available to Main Street Maryland districts, and does not require a City of Hagerstown match. The approval provides that the City Administrator may make administrative edits if necessary to finalize the grant program guidelines and application form.

DATE OF INTRODUCTION:	12/15/2020
DATE OF PASSAGE:	12/15/2020
EFFECTIVE DATE:	12/15/2020



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

TO: Scott Nicewarner, City Administrator

FROM: Jill Thompson, Director of Community & Economic Development
Kaitlin Bell, Economic Development Specialist

DATE: December 9, 2020

RE: Governor's Maryland Strong Economic Recovery Initiative: Funding to Main Street Districts

Staff reviewed with the Mayor and City Council a DRAFT Main Street Hagerstown Business Stabilization Grant Program that is conditional on receiving special COVID-19 funding from the Governor's Maryland Strong: Economic Recovery Initiative (MD-SERI). This funding has been made available for designated Main Street Maryland districts as part of the Governor's initiative.

Staff applied for the maximum grant amount of \$500,000. No City match is required. It is not yet known if the City will receive this State funding and the amount of funding.

Following the December 8, 2020 Preliminary Agenda Review, the motion was updated to reflect acceptance of grant funding up to a possible \$500,000 maximum.

Staff also made minor changes to the program's Guidelines and Application Form. The changes are shown in **RED** in the attached Final Draft document.

The changes:

- Allow for-profit businesses to apply by a February 15, 2021 deadline.
- Allow non-profit organizations to apply between February 16, 2021 and March 1, 2021, if funding remains.
- Allow property owners to apply for capital improvement expenses only, such as physical improvements for tenant attraction.
- Allows the City of Hagerstown to make adjustments to the program after the initial launch as necessary in order to best distribute the funding available to areas of greatest need.

c: Michelle Hepburn, Director of Finance



Main Street Business Stabilization Grant Program

FINAL DRAFT

Main Street Hagerstown is soliciting grant applications from non-profit and for profit businesses that are in good standing with the City and State and are located in the Main Street District (a zone map is attached to this application for your reference). These funds will be distributed on a rolling basis until allocated program funds have been dispersed into the designated district or until **March 1, 2021**. The grant can fund eligible expenses and purchases made from **October 1, 2020 to March 1, 2021**. The grant, with a maximum funding amount of \$10,000/business, will be administered to businesses in order to assist in the ability to sustain, adjust, and bolster their day to day operations as well as operations that continue to be adjusted to address COVID-19 restrictions and prevention methods.

Eligibility:

- Must be located in the Main Street District.
- May be a non-profit organization, for-profit business, or property owner*.
*Property owners may only apply for capital improvement expenses, such as physical improvements for tenant attraction.
- Prioritization will be given to for-profit businesses who submit an application by February 15, 2021. Between February 16, 2021 and March 1, 2021, applications from non-profit organizations will be accepted provided funding remains available.
- Costs related to capital improvements, operations in order for the business to continue to safely operate, expand operations and/or adapt their business model to respond to changes due to COVID-19 restrictions and prevention, rent payment, utilities, payroll, and to purchase services such as professional cleaning services, marketing consultant services, etc.
- Maximum funding request is \$10,000.
- Must be in good standing with the City of Hagerstown and the State of Maryland.
- New businesses must have an executed lease and must have a Use and Occupancy permit by March 1, 2021.
- Applicants may not include bail bonds businesses, hookah shops, adult bookstores, or other adult businesses.
- All items, products, or services being requested cannot have not been previously funded or fulfilled by additional grant funding resources. The accountability of responsible use of funds is final submission and verification of receipts.
- After initial launch of the grant program, the City of Hagerstown reserves the right to make adjustments to the program in order to best distribute the funding available to areas of greatest need.

Steps to Apply and Receive Funding:

- Fill out the application, supplied W-9, and vendor form.
- Submit the application before **March 1, 2021**. Approvals will be made quickly and on a rolling basis.
- If your application is approved, you will receive a Grant Award Letter detailing that you are to purchase the products or services outlined in your application.
- Submit the receipts/invoices for the purchased products or services before **April 5, 2021** in order to receive the approved amount of grant funding. **Date of each receipt must show expense occurred after October 1, 2020.**
- The City will disburse the approved amount when the receipts and invoices are submitted and approved.



Main Street Business Stabilization Grant Program

*Required

Business Name*: _____

Contact Name*: _____

Title*: _____

Address*: _____

Phone Number*: _____

Email*: _____

Amount Requested*: _____
(max of \$10,000)

Is your business located within the Main Street District*? Yes _____ No _____

Are you continuing to operate, even if on limited basis?* Yes _____ No _____

If no, have you made a decision to close your business?* Yes _____ No _____

Businesses will be asked to make a good faith effort to retain/rehire employees and have willing intentions to continue operating the business for at least the next 12 months. Do you intend to remain open within the next 12 months? * Yes _____ No _____

How many employees did you have on January 1, 2020?* Full Time _____ Part Time _____

How many employees are you actively working to retain and/or rehire?* Full Time _____ Part Time _____

Please indicate the impact of COVID-19 on your Gross Revenues*:

Average Monthly Gross Revenues in 2019*: \$ _____

Average Monthly Gross Revenues in 2020 (to date)*: \$ _____

% Change*: _____%

Funding Sources and Grants you have received since March 1, 2020*: _____

continued on pg. 3

Please describe how your business has been impacted by the COVID-19 Pandemic and how this grant would benefit the stabilization of your business.*

Please use this worksheet to show how your business will use the funds, and how your funding request aligns with the eligible uses.* (List only intended expenses through April 5, 2021.)
Please apply for/request only the amount in which you need and can provide receipts for. This will allow us to best distribute funding to applicants. A property owner may only submit a "requested amount" for capital improvement expenses.

Requested Amount:	Purpose:
\$ _____	Wages for Current Employees for up to 20 weeks (e.g. 10 employees x 40 hours per week x \$xx/hour x 20 weeks)
\$ _____	Rent or Mortgage for up to 5 months (e.g. \$1,000 monthly rent x 5 months)
\$ _____	Utilities and/or Insurance for up to 5 months (e.g. \$120 electric x 5 months)
\$ _____	COVID-19 PPE Supplies/Equipment for up to 5 months (e.g. masks, gloves, plexiglass, shields, sanitizer, etc.)
\$ _____	Capital Improvements (please list) (e.g. physical improvements to tenant space)

\$ _____	Other Operating Expenses/Professional Services Expenses (please list) (e.g. to safely operate, expand operations, and/or adapt/respond to COVID-19)

\$ _____	Total Funding Request

By signing below I understand and accept the following terms:

- I understand and accept that all items, products, or services I am requesting have not been previously funded or fulfilled by additional grant funding resources.
- I understand and accept that the accountability of responsible use of funds is final submission and verification of receipts.
- I understand and accept that my business must also be in good standing with the City and State to receive funding.
- I understand and accept that in order to receive grant reimbursement for my purchases I must submit a completed application, receive a Grant Approval Letter, and that I must have my receipts turned in by April 5, 2021
- I/We hereby certify that I/we have read and understand the information contained in the Application and meet the eligibility guidelines for the program. I/we pledge to make a good faith effort to retain/rehire employees to the level on January 1, 2020, and I/we have willing intentions to continue operating my/our business for at least the next 12 months, subject to further guidelines from the Maryland Governor and accompanying Governors Order(s). I/we also certify that the above information is true and correct and understand that any misinformation submitted or omitted could result in the dismissal of this request for program assistance. I/we understand that this application does not guarantee assistance and all eligibility guidelines, terms, and conditions must be met in order to receive benefits.
- Applicants must comply with all conditions indicated on their application form and in the published Main Street Hagerstown Business Stabilization Grant Guidelines and subsequent information provided in support of this application and eligibility criteria of the program. There may be additional supporting documentation requested by the review team at any time during the process.
- The Applicant further agrees to provide any additional documents that may be needed in the future if an audit is required. If an audit determines that grant funds were used for an ineligible, impermissible, or disallowed purpose, the recipient acknowledges that recipient is liable to and must reimburse the City of Hagerstown in the amount of the grant funds used for an ineligible, impermissible, or disallowed purpose.
- By signing below, I certify that the information above is true and correct, I agree to comply with the program requirements and eligibility as described in Main Street Hagerstown Business Stabilization Grant Guidelines and Application, and I understand that if my application is approved, failure to comply with said terms and conditions will result in termination of the Grant Award letter.

Authorized Signature*: _____ Date: _____

Printed Name*: _____ Date: _____

Please send the completed application, with the attached W-9, and Vendor Forms no later than March 1, 2021 to the address/email address below. If approved, receipts for approved purchases must be received no later than April 5, 2021. *

Address/Email Address:

Department of Community and Economic Development
14 N. Potomac Street, Suite 200A
Hagerstown, MD 21740
301-739-8577 ext. 111

Email Address: dcad@hagerstownmd.org

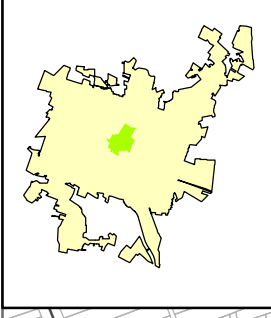
Subject Line: Main Street Business Stabilization Grant Program Application

For any questions please contact:

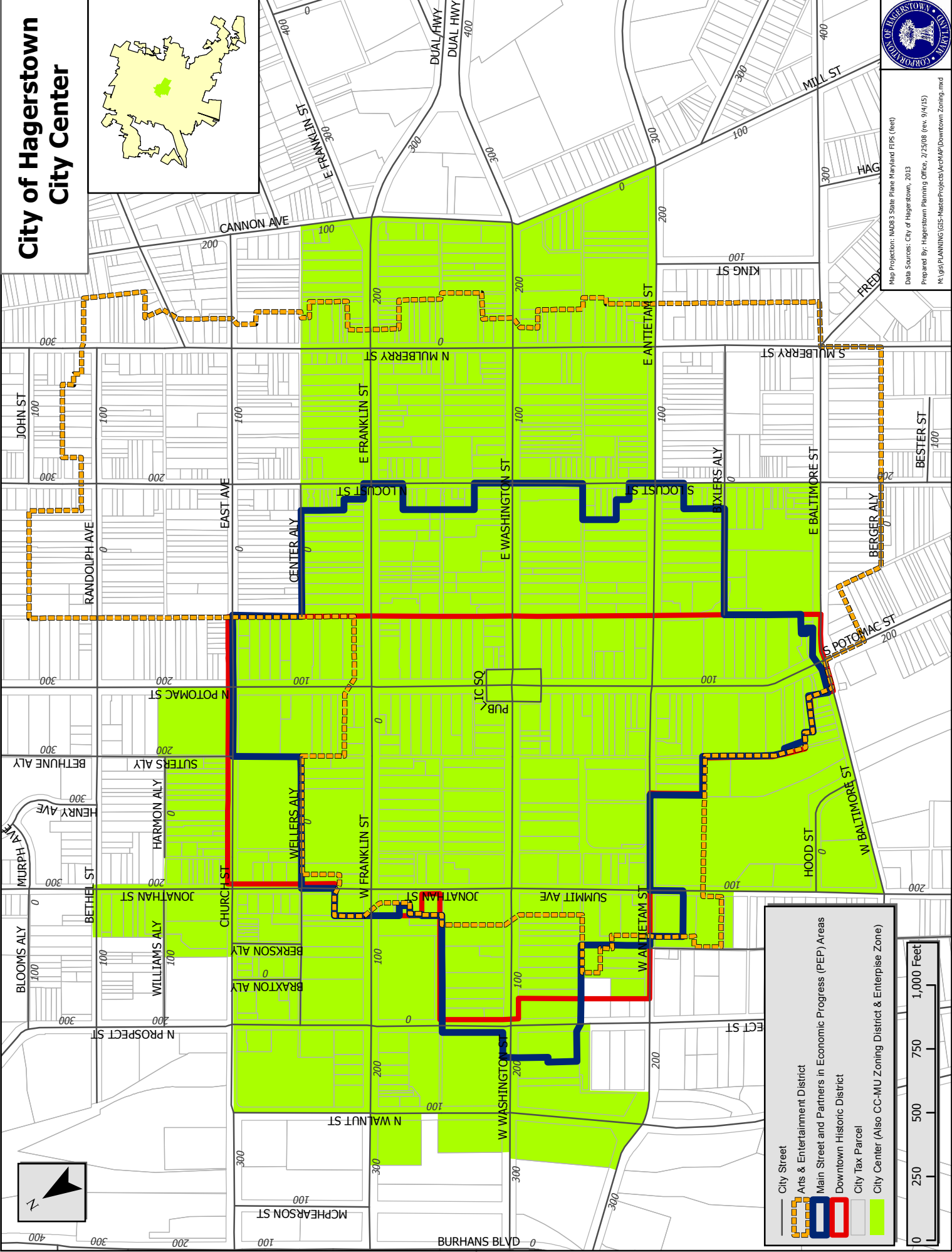
Doug Reaser
Business Development Specialist
dreaser@hagerstownmd.org
(240) 675-5076

Kaitlin Bell
Economic Development Specialist
kbell@hagerstownmd.org
(240)-527-5001

City of Hagerstown City Center



Map Projection: NAD83 State Plane Maryland FIPS (feet)
 Data Sources: City of Hagerstown, 2013
 Prepared By: Hagerstown Planning Office, 2/25/08 (rev. 9/4/15)
 M:\GIS\PLANNING GIS-MasterProjects\Work\AP Downtown Zoning.mxd



City Street

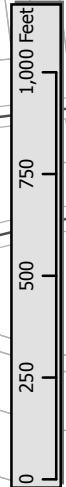
Arts & Entertainment District

Main Street and Partners in Economic Progress (PEP) Areas

Downtown Historic District

City Tax Parcel

City Center (Also CC-MU Zoning District & Enterprise Zone)





Vendor Application

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

Date: _____

Vendor Information

Employer Identification #/SSN# _____ Contractor's License #: _____

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

Individual or Company Name: _____

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

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: () _____ Fax: _____

E-Mail Address: _____ Web Address: _____

Remit to Address: _____

Terms: _____

Legal Structure

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

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

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

Company Name: _____ Telephone No.: _____

Location: _____ Value \$: _____

Company Name: _____ Telephone No.: _____

Location: _____ Value \$: _____

☐

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

- | | | |
|---|---|--|
| ☐ Alaskan/Aleut Female | ☐ Black Male | ☐ Hispanic Female |
| ☐ Alaskan/Aleut Male | ☐ Disabled Female | ☐ Hispanic Male |
| ☐ American Indian Female | ☐ Disabled Male | ☐ Near Eastern Female |
| ☐ American Indian Male | ☐ Far Eastern Female | ☐ Near Eastern Male |
| ☐ Black Female | ☐ Far Eastern Male | ☐ White Female |

** Informational purposes only

For Purchasing & Materials Management Division Use Only

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

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

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

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

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

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

What Name and Number To Give the Requester

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

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

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

² Circle the minor's name and furnish the minor's SSN.

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

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

Topic:

Acceptance of Community Development Block Grant CDBG-CV Funding

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move for the Mayor and City Council to approve acceptance of \$274,365 in CDBG-CV funding being awarded to the City as part of the Federal CARES Act legislation. This funding must be used via standard CDBG activities that also prepare for, respond to, or assist in prevention of Covid-19. Final allocation of this funding will be determined after an application and review process for local non-profit organizations.

Action Dates:

DATE OF INTRODUCTION:	12/15/2020
DATE OF PASSAGE:	12/15/2020
EFFECTIVE DATE:	12/15/2020

ATTACHMENTS:

File Name

121520_Motion_CDBG-CV_Funding.pdf

Description

MOTION CDBG-CV
SECOND ALLOCATION

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

December 15, 2020

**TOPIC: Acceptance of Community Development Block Grant CDBG-CV
Funding**

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

MOTION: I hereby move for the Mayor and City Council to approve acceptance of \$274,365 in CDBG-CV funding being awarded to the City as part of the Federal CARES Act legislation. This funding must be used via standard CDBG activities that also prepare for, respond to, or assist in prevention of Covid-19. Final allocation of this funding will be determined after an application and review process for local non-profit organizations.

DATE OF INTRODUCTION:	12/15/2020
DATE OF PASSAGE:	12/15/2020
EFFECTIVE DATE:	12/15/2020

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

Topic:

Approval of a Skatepark in Fairgrounds Park

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

approval_of_skatepark_in_Fairgrounds_Park.pdf

Description

Approval of a Skatepark in
Fairgrounds Park

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 15, 2020

TOPIC: Approval of a Skatepark in Fairgrounds Park

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

MOTION: I hereby move for Mayor and Council approval of the installation of a skatepark in Fairgrounds Park. I hereby authorize staff to issue a Request for Design/Build proposals and to seek funding in accordance with the plan as presented by the Task Force to Mayor and Council on December 1, 2020. Staff will present recommendations for the design/build contract for Council approval at a later date.

The funding plan of this project shall be as follows:

- \$375,000 in CDBG funds over fiscal years FY21 and 22
- \$150,000 in FY22 Program Open Space
- Approximately \$30,000 from a fundraising/grant campaign by the Task Force.

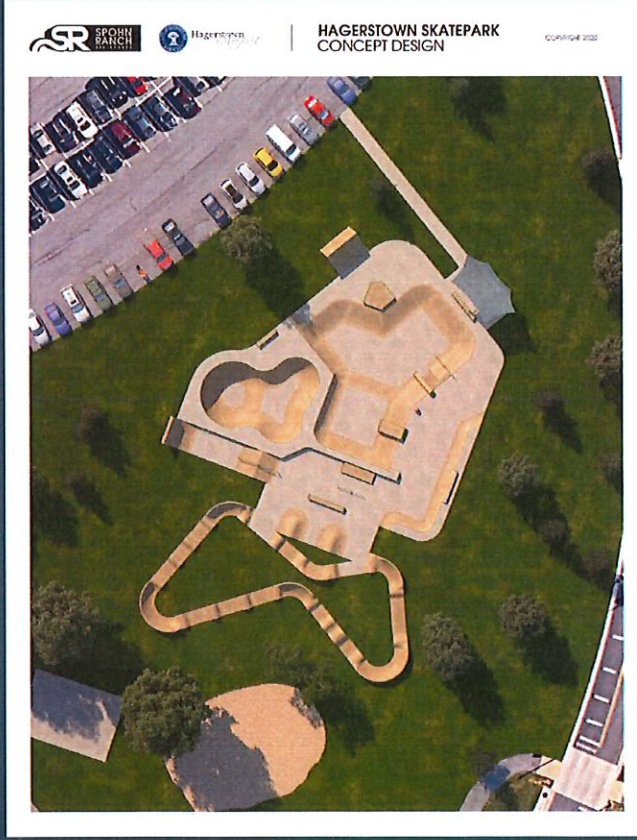
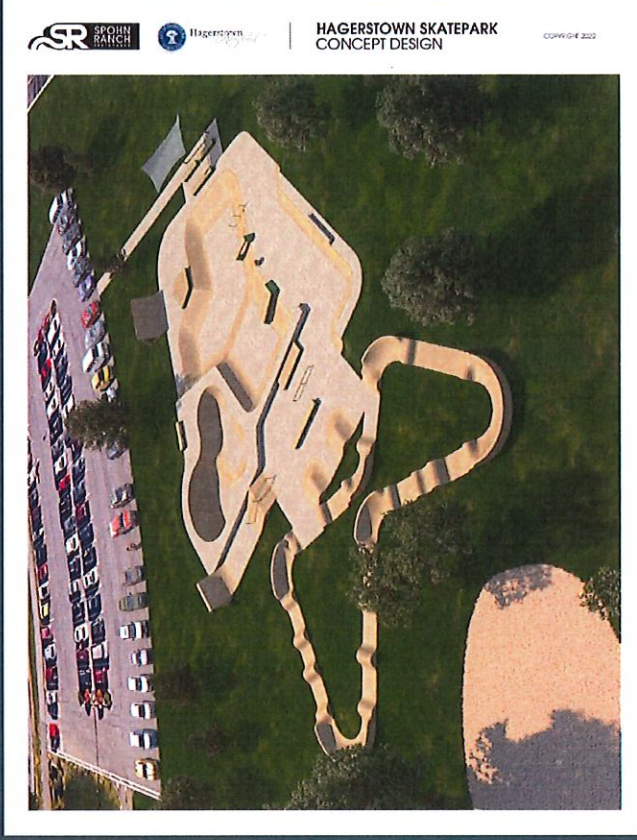
All CDBG funding is pending and subject to CDBG Action Plan processes and citizen participation plan requirements.

In approving this motion, the Mayor and Council hereby acknowledge and express their appreciation to the citizens serving on the Skatepark Task Force.

DATE OF PASSAGE: 12/15/2020

Attachment: Concept Plan

CONCEPT DESIGN



Remember:

- This concept illustration serves only as a “place holder design”.
- The actual design will be a product of community input.

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

Topic:

Approval of Rates for the Greens at Hamilton Run 2021 Season

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Approval_of_Rates_for_the_Greens_at_Hamilton_Run_2021_Season.pdf

Description

Approval of Rates
for the Greens at
Hamilton Run 2021
Season

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 15, 2020

TOPIC: Approval of Rates for the Greens at Hamilton Run 2021 Season

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

MOTION: I hereby move for Mayor and Council approval of the “*Proposed Rates 2021*” as shown in the attached chart. These rates apply to greens fees and season passes effective January 1, 2021.

I further move to authorize staff to develop an administrative policy to limit the use of season passes on weekend and holidays before noon.

DATE OF PASSAGE: 12/15/2020

Attachment: Chart

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

Topic:

Approval of Application for FY 2022 Program Open Space Projects

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

application_FY2022_POS.pdf

Description

Approval of Application for
FY 2022 Program Open
Space Projects

REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: December 15, 2020

TOPIC: Approval of Application for FY 2022 Program Open Space Projects

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

MOTION: I hereby move for Mayor and Council approval of an application to Washington County requesting FY 2022 Program Open Space (POS) development funding for improvements to the City's recreational facilities (POS share listed) as follows:

1. Fairgrounds Park Skatepark: \$150,000
2. Park Play Equipment and Amenities: \$171,000
3. Roof Replacements: \$108,000

DATE OF PASSAGE: 12/15/2020

CITY OF HAGERSTOWN
5-YEAR PROGRAM OPEN SPACE
PROPOSED PLAN FY22-26 (Listed By Priority)
Last Revised 12/02/2020

FY	CIP #	Project	Location/Description	Total Project Cost	POS Fund Request	City Match
2022	---	Skatepark	Fairgrounds Park, per Task Force recommendations	\$555,000	\$150,000	\$375,000 (CDBG) \$30,000 (Fundraising and grants)
2022	CO237	Park Play Equipment and Amenities	Grass mound in City Park (20k) Expression swings, 3 parks (\$6k) Web climbers, 6 parks (\$18k) Spinners, 3 parks (\$21k) Tables, benches, 5 parks (\$35k)	\$190,000	\$171,000	\$19,000
2022	--	Roof Replacements	Stables, Fairgrounds Park (\$100k) Garage, Hager Park \$5k) Pavilion, Mills Park (\$15k)	\$120,000	\$108,000	\$12,000
2023	C0522	Parking Improvements.	City Park: Upper lot near tennis court	\$250,000	\$225,000	\$25,000
2023	CO439	Amenities for City Park Train Hub	Install children's exhibits, display improvements, signs, access to cabooses, benches, tables, etc.	\$50,000	\$45,000	\$5,000
2023	---	High Resolution Electronic Message Board	On Golf Course adjacent Route 40, advertise City Recreation events and	\$80,000	\$72,000	\$8,000
2024	CO047	City Park Upper Lake Improvements	Reconstruct perimeter wall, dredge lake, permanently repair leak under causeway	\$500,000	\$200,000	\$300,000
2024	----	New City Park Restrooms	Construct new restrooms near Digby parking Lot for park patrons, model sailboat operators, etc.	\$150,000	\$135,000	\$15,000
2024	C0825	The Greens at Hamilton Run Improvements	Course improvements such as cart paths, tee box and green improvements	\$100,000	\$90,000	\$10,000

CITY OF HAGERSTOWN
5-YEAR PROGRAM OPEN SPACE
PROPOSED PLAN FY22-26 (Listed By Priority)
Last Revised 12/02/2020

FY	CIP #	Project	Location/Description	Total Project Cost	POS Fund Request	City Match
2025	C0626	Parking Improvements.	Fairgrounds Park: Rear lot below BMX	\$250,000	\$225,000	\$25,000
2025	C0626	Soccer Field Lights	Fairgrounds Park: add lights to soccer field for evening use	\$170,000	\$63,000	\$107,000 by others
2026	C0548	Entrance Building & Gatekeeper's House Renovation	Fairgrounds Park	\$500,000	\$450,000	\$50,000