

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO APPROVE THE  
TERMINATION OF AN AGREEMENT WITH  
ANTIETAM FIRE COMPANY, INC., DATED JUNE 1, 2011,  
AND TO FORGIVE THE BALANCE OF PAYMENTS  
DUE TO THE CITY UNDER SAID AGREEMENT**

RECITALS

WHEREAS, the City of Hagerstown, a Maryland Municipal Corporation, (“the City”) is the owner of certain improved real property located at 790-800 Potomac Avenue in Hagerstown, Washington County, Maryland which presently serves as the location of a volunteer fire station operated by Antietam Fire Company, Inc. (“Antietam”), and which the City desires to donate to the Antietam; and

WHEREAS, the Property is subject to an Agreement dated June 1, 2011, by which Antietam leases the Property from the City for the sum of \$2592.62 per month for a term of thirty (30) years (“the Agreement”); and

WHEREAS, by separate Ordinance, the City shall donate the Property to Antietam for its continued use as a volunteer fire station, subject to a right of first refusal to the City, should Antietam ever elect to sell the parking lot located on the Property on Manilla Avenue;

WHEREAS, upon the effective date of this Ordinance, the Parties shall terminate the Agreement, and the City shall forgive the balance of the rental payments due and owing under the Agreement; and

WHEREAS, the Mayor and Council believe that the termination of the Agreement would benefit the citizens; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to donate the Property to Antietam for no monetary consideration but for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the City;

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth *verbatim*.
2. That the termination of the June 1, 2011 Agreement with Antietam Fire Company be and is hereby TERMINATED.


3. That the balance of rental payments due and owing to the City, as of the introduction of this Ordinance, namely FOUR HUNDRED FIFTY-ONE THOUSAND SEVENTY DOLLARS and 07/100 CENTS (\$451,070.07), be and is hereby forgiven.


4. That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this ordinance and satisfy the terms of thereof.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT** this ordinance shall become effective at the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

  
\_\_\_\_\_  
Donna K. Spickler,  
City Clerk

  
\_\_\_\_\_  
Emily N. Keller, Mayor

Date of Introduction: November 2, 2021  
Date of Passage: November 23, 2021  
Effective Date: December 24, 2021

PREPARED BY:  
SALVATORE & MORTON, LLC  
CITY ATTORNEYS