



# Mayor and City Council of Cumberland

*Mayor* Raymond M. Morriss  
*Councilman* Seth D. Bernard  
*Councilman* Richard J. "Rock" Cioni  
*Councilman* Eugene T. Frazier  
*Councilwoman* Laurie P. Marchini

City Administrator Jeffrey D. Rhodes  
City Solicitor Michael S. Cohen  
City Clerk Marjorie A. Woodring

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## AGENDA

M&CC Public Meeting  
Via Video-Conference

**DATE: March 02, 2021**

The following link may be used to view the meeting live:

<https://cumberlandmd.webex.com/cumberlandmd/onstage/g.php?MTID=edc0312d8363595818cb3a310507f1bbf>

Citizens who wish to speak at designated times during the meeting may indicate so by using the option to "raise their hand" and they will be called upon at the appropriate time.

The meeting may also be viewed live through the City's website at <http://www.ci.cumberland.md.us/>. Access the Government tab, then the Mayor and City Council Public Meetings link, then the Live Meeting Coverage link.

### CLOSED SESSION

- (A) **5:30 PM** - Convene in open session for the purpose of closing the meeting pursuant to Sections 3-305(b)(7) and (8) of the General Provisions Article of the Annotated Code of Maryland to discuss with staff and the City Solicitor potential litigation regarding a real property related code compliance issue, and to receive legal advice from the City Solicitor regarding the same issue
- (B) Closed Session

### OPEN SESSION

- (A) **6:15 P.M.** - Reconvene into Open Session

### Roll Call

### Statement of Closed Meeting

- (A) Summary statement of the closed meetings held February 23, 2021, and March 2, 2021

### Director's Reports

#### (A) Administrative Services

- 1. Administrative Services monthly report for January, 2021

**(B) Fire**

1. Fire Department monthly report for January, 2021

**Approval of Minutes**

- (A) Approval of the Work Session Minutes of February 9, 2021, and the Regular Session Minutes of February 16, 2021

**New Business**

**(A) Orders (Consent Agenda)**

1. Order 26,758 - authorizing the Chief of Police to accept the Allegany County Health Department's Overdose Follow-Up Grant in the amount of \$3,500.00 which will allow CPD officers to partner with UPMC Western Maryland and the Allegany County Parole and Probation Unit to perform follow-ups with non-fatal overdose victims within 24-48 hours after release from hospital
2. Order 26,759 - approving policies regarding the reinstatement of COVID-related sick leave to an employee's sick leave balance
3. Order 26,760 - approving the reappointment of Bruce Irons to the Housing Authority of the City of Cumberland for a five-year term effective retroactive to 11/1/20 through 10/31/25
4. Order 26,761 - authorizing the Mayor to execute a Cooperation Agreement with the Housing Authority of the City of Cumberland providing for aid and cooperation in the development of 1034 Frederick Street, owned by the Housing Authority, as a Scattered Site Housing project

**Public Comments**

All public comments are limited to 5 minutes per person

**Adjournment**

**File Attachments for Item:**

. Administrative Services monthly report for January, 2021

# Administrative Services Monthly Report for January 2021

**March 2, 2021**

Honorable Mayor and City Council  
City Hall  
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of January, 2021.

## **Information Technology Department**

January 2021

### **Statistics**

171 completed help desk requests

205 open help desk requests

### **Activities**

Major department initiatives in the past month include:

- Continue troubleshooting/refining mobile data terminal setup in police cars
- Continue making changes to update our network environment and improve security
- Continue to assist with virtual meetings and teleworking
- Worked with vendor on Cisco phone operating system upgrade
- Assist with Tolemi Building Blocks project

## Parks and Recreation

January 2021

### Co-ed Volleyball League - No league operations this season

**Field Usage:** No usage, areas closed, new season to be determined considering changing COVID conditions.

### Areas of work

- July 4<sup>th</sup> Fireworks proposals were due to P&R on Sunday January 31, 2021
- Seasonal employment applications available – Lifeguards, Day camp
- Planning for pool and day camp season 2021
- Pavilion reservations were postponed due to ongoing Covid related restrictions
- Constitution Park Concert Series schedule for 2021 – uncertain
- Budget FY 2022 preparation

### Meetings

- Staff Meeting
- Annual CDBG Block Grant - Zoom
- Splash pad (Possible project)
- Marble Rings project follow up meeting
- Ground Hog Day program planning meeting

### Upcoming

- Possible Constitution Park Pavilion reservations
- Continue to take summer seasonal employment applications for lifeguards, and day camp counselors
- July 4<sup>th</sup> Fireworks – Receive and complete contract for 2021 program with “Starfire”
- Work related to Field scheduling for the Spring and Summer Season
- Planning for 2021 Spring/Summer programs and events – Pool and Day camp etc.
- CDBG project proposal for 2021/22 year
- Work related to replacement of Filters and equipment for the Baby pool

## Community Development Report

January 2021

### CODE COMPLIANCE

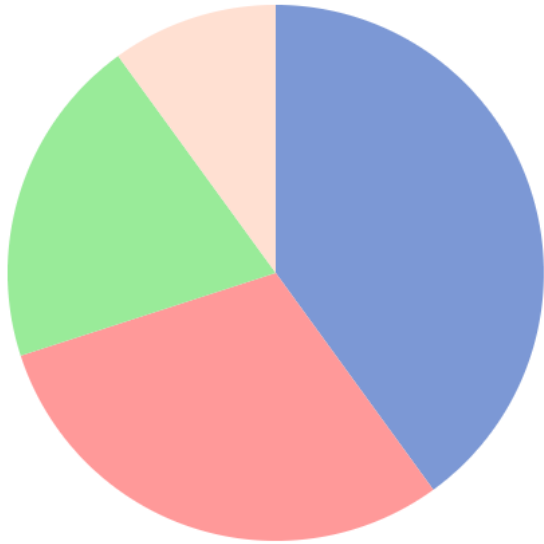
#### **Code Enforcement Activity:**

25 new complaints received this month - 10 of those are open

10 code violations were assigned – 4 of those are closed

36 complaints have been resolved -

Open Date From: 01/01/2021  
 Open Date To: 01/31/2021



Violations by Violation Type		
<span style="color: blue;">■</span>	Dwellings, yards and lots to be kept clean	4 40.0%
<span style="color: red;">■</span>	Cutting of weeds	3 30.0%
<span style="color: green;">■</span>	Licensing of rental dwelling units	2 20.0%
<span style="color: orange;">■</span>	Obstruction of street or sidewalk	1 10.0%

**Issued - Permits, Reviews, and Licenses**

**Building**

Residential..... 0  
 Commercial..... 1

**Demolition**

Residential ..... 0  
 Commercial ..... 0

**Electrical**

Residential ..... 5  
 Commercial ..... 1

**Miscellaneous**

Residential..... 1  
 Commercial..... 0

**Occupancy**

Residential..... 0  
 Commercial..... 2

**Plumbing**

Residential ..... 0  
 Commercial ..... 1

**Commercial Signage**

Total..... 1

**Use Public ROW**

Total issued..... 5

**Utility**

Residential..... 0  
 Commercial..... 0

**Rental Licenses**

Issued ..... 44  
 (New and Renewal)

**Rental Inspections.**

Conducted: ..... 33  
 Passed..... 33  
 Failed..... 0

**Cert. of Apprprtnss**

Issued..... 0  
 Change Amend. .... 2

**Plans, Reviews, Amendments and Appeals**

(ZA, SPR, SR, ZMA, ZTA, SRA)

Issued ..... 0

**Revenue from Issued Permits/Reviews**

Building Permits..... \$360.00  
 Miscellaneous Permits..... 15.00  
 Occupancy Permits ..... 60.00  
 Sign Permits ..... 28.00  
 Utility Permits ..... 0  
 Plan Reviews, Amendments & Appeals ..... 0  
     Zoning Classification Determination. (info request)..... 0  
 Municipal Infractions/Citations ..... 0  
 Rental Licenses (new & renewals) ..... 450.00  
 Paid Rental Inspection Requests ..... 0.00

Certificates of Appropriateness ..... 30.00  
**TOTAL ..... \$943.00**

Demolition Permit – Bonds (partial) ..... \$0.00  
 Nuisance Abatement ..... 0.00

**Code Compliance Activity Highlights:**  
 (No highlights provided for January)

**COMMUNITY DEVELOPMENT PROGRAMS**

**Community Development Block Grant Program**

Community Development Block Grant (CDBG) Monthly Activity		January Report	2021		ERR	Contract	Spent	Remain
Activity	Year	Initial Fund	ERR	Contract	Spent	Remain		
CHNS Closing Cost Grant	2018	\$13,403.00	x	x	\$8,000.00	\$5,403.00		
correct on 1/26/2021						\$5,403.00		
			PRE-	Dec 20 dr	POST	Nov	20 Draw	
			Orig.			Spent	Remain	
2017 Constitution Park Grove 4 Inclusive Playground	2017	Amendment	x	x	\$8,966.77	\$0.00		
					Activities	\$5,403.00		
					Admin(s)	\$0.00		
<b>2014-2018 Funds</b>							<b>Total All</b>	<b>\$5,403.00</b>
Bellevue Sidewalks decreased funds Dec 2019	2019	\$81,606.35	x	x	\$80,144.02	\$1,462.33		
HRDC Emergency Housing	2019	\$35,000.00	x	x	\$25,000.00	\$10,000.00		
Admin	2019	\$121,447.70	x	na	\$84,287.10	\$37,126.57		
Fair Housing	2019	\$10,000.00	x	na	\$8,062.41	\$1,937.59		
AHEC Dental Access	2019	\$15,000.00	x	x	\$15,000.00	\$0.00		
Assoc. Charities Long Term	2019	\$8,750.00	x	x	\$8,750.00	\$0.00		
Incredible Years Parenting Fam Junction	2019	\$10,000.00	x	x	\$10,000.00	\$0.00		
PHA FCH Sidewalks	2019	\$50,000.00	x	x	\$44,877.81	\$5,122.19		
Const. Park Grove 4 Inclusive Playground	2019	\$34,761.64	x	x	\$34,761.64	\$0.00		
Summer @ Your Library	2019	\$2,000.00	x	x	\$2,000.00	\$0.00		
Horizon Goodwill Job Training Program	2019	\$11,000.00	x	x	\$3,582.37	\$7,417.63		
<b>2019 Total Funds</b>		<b>\$379,565.69</b>	<b>ERR</b>	<b>Contract</b>	<b>Expended</b>	<b>\$63,066.31</b>		
Baltimore Street Redesign	2020	\$402,700.00	x	RROF out		\$402,700.00		
HRDC Emergency Homeless Prevention	2020	\$25,000.00	x	x		\$25,000.00		
South Penn Playground	2020	\$20,600.00	x	x		\$20,600.00		
Admin.	2020	\$110,065.20	x	x	\$26,415.08	\$83,650.12		
Indirect Cost	2020	\$11,480.80	x	x	\$7,560.00	\$3,920.80		
Fair Housing	2020	\$8,454.00	x	x	\$2,190.50	\$6,263.50		
YMCA Gilcrist HVAC	2020	\$54,000.00	x	underway		\$54,000.00		
AHEC Dental Access	2020	\$8,000.00	x	x	\$495.40	\$7,504.60		
Assoc. Charities Long Term	2020	\$5,000.00	x	x		\$5,000.00		
Assoc. Charities Short Term	2020	\$9,000.00	x	x		\$9,000.00		
Incredible Years Parenting Fam Junction	2020	\$7,000.00	x	x	\$629.19	\$6,370.81		
PHA FCH Sidewalks Ph. 2	2020	\$50,000.00	x	x		\$50,000.00		
FCRC Domestic Violence Sex Assault Shelter/Services	2020	\$10,500.00	x	x	\$3,671.57	\$6,828.43		
Targeted City PD Foot and Bike Patrols	2020	\$5,000.00	x	x		\$5,000.00		

Jane's Place, Inc. Abused Children Services	2020	\$7,900.00	x	x		\$7,900.00
YMCA Gilchrist Food Program	2020	\$3,842.00	x	x		\$3,842.00
Constitution Park Inclusive Playground Ph 2	2020	\$65,000.00	x	x	\$61,730.90	\$3,269.10
HRDC Transitional Homeless Shelter	2020	\$6,000.00	x	x		\$6,000.00
<b>2020 Grant Totals</b>		<b>\$809,542.00</b>			<b>\$102,692.64</b>	<b>\$706,849.36</b>
Program Income (July/Aug draw)	2020 yr	\$6.99				
Program Income (Sept/Oct draw)	2020 yr	\$6.99				
Program Income (Nov draw)	2020 yr	\$3.80				
Program Income (Dec draw)	2020 yr	\$3.80				
Total PI 2020		\$21.58				
Total					\$521,850.63	\$1,476,765.03
<b>as of 1/26/2021 post Dec 2020 Draw</b>						<b>Total All Yrs..\$1,482,168.03</b>
Community Development Block Grant CDBG Projects						<b>Grand Total \$1,482,168.03</b>

## Historic Planner/Preservation Coordinator

January 2021

- Submitted the remainder of the Community Legacy Quarterly reports
- Prepared and distributed the January 20th HPC agenda and meeting packets, along with notices to the traditional and social media
- Completed the 12/9/20 HPC minutes
- Confirmed the 2/10/21 virtual training event for the HPC by the Maryland Association of Historic District Commissions
- Completed the City's DIAMD federal registration process
- Renewed the City's SAM.gov (System for Award Management) federal registration
- Attended the IT Department's training in the WebEx virtual meeting platform on 1/15/21
- Met with representatives from the local marbles organization and City staff to discuss the remaining Community Parks and Playgrounds funding for the facility at Constitution Park
- Finished FY'22 budget preparations
- Assisted the HPC with their virtual meeting on 1/20/21
- Placed local historic district tax incentive program recommendation from HPC for 15 Prospect Square on the 2/2/21 in MuniCode agendas
- Met with Finance Department staff to review the FY'22 Budget for Grants on 1/25/21
- Prepared determination letters to all projects on the HPC agenda
- Updated the HPC meetings from the Zoom platform to Webex

Helped Derrik in Engineering with a small portion of the Intent to Apply form for the Maryland Heritage Areas Authority Program grant application for the Baltimore Street Project



**Comptroller's Office**  
**Financial Activity Report**  
**January 2021**

**Cash Flow:**

Attached for your review is a Cash Flow Summary for the month of January 2021.

On January 1, 2021, the City had a cash balance of \$4.5 million. Disbursements exceeded receipts by \$1.3 million resulting in a cash balance of \$3.2 million at January 31, 2021.

As of January 31, 2021, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund)							\$ 3,554,716
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance	
FY 2021	\$2,124,780	\$ -	\$ -	17,856	\$ -	\$ 2,106,924	
FY 2020	807,068	-	-	22,951	-	784,117	
FY 2019	393,056	-	-	5,561	-	387,495	
FY 2018	153,085	-	-	42	-	153,043	
FY 2017	34,071	-	-	34	-	34,037	
FY 2016	27,779	-	-	34	-	27,745	
FY 2015	24,637	-	-	35	-	24,602	
FY 2014	14,891	-	-	314	-	14,832	
FY 2013	10,185	-	-	-	-	10,101	
FY 2012	5,765	-	-	-	-	5,658	
FY 2011	3,365	-	-	-	-	3,172	
Prior FY's	3,013	-	-	-	-	2,990	
	\$ 3,601,695	\$ -	\$ -	\$ 46,827	\$ -	\$ 3,554,716	

The current year tax receivable balance is comprised of the following:

Real property (non-owner occupied)	\$1,015,322
Non-Corp Personal Property	5,846
Corporate Personal Property	551,885
Real Property (semiannual payments)	533,871
Real Property (Half Year)	-
	\$2,106,924

The City's liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash and investments are comprised primarily of invested bond proceeds restricted to associated capital projects and expenditures.

**Cash and Investment Summary**

**January 31, 2021**

	Cash	Investments
Beginning Balance	\$ 4,452,241	\$ 13,904,816
Add:		
Cash Receipts	5,030,490	1,019
Investment Transfer	-	-
Less:		
Disbursements	6,275,297	-
Investment Transfer	-	-
Ending Balance	\$ 3,207,434	\$ 13,905,835
Restricted	\$ 233,507	\$ 6,985

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The table below illustrates cash restrictions and restricted investments associated with specific expenditures and/or capital projects.

**Restricted Cash**

	1/1/2021	Increase	Utilization	1/31/2021
Police Seizures	\$ 77,391	\$ -	\$ -	\$ 77,391
Bowers Trust	58,436	-	-	58,436
Street Improvement	44,581	-	-	44,581
Other	53,099	-	-	53,099
	\$ 233,507	\$ -	\$ -	\$ 233,507

**Restricted Investments**

	1/1/2021	Increase	Utilization	1/31/2021
DDC	\$ 6,985	\$ -	\$ -	\$ 6,985
	\$ 6,985	\$ -	\$ -	\$ 6,985

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The DDC restricted investment was funded through donations and is restricted for the purpose of maintenance of the Wes Han Fountain in the Downtown Mall.

**Capital Projects and Associated Debt:**

The tables below illustrate undrawn Maryland CDA bond proceeds as well as the accumulated debt draws and grants received associated with the Combined Sewer Overflow (CSO) projects.

<b>Available Bond Proceeds</b>				
	<b>1/1/2021</b>	<b>Issue</b>	<b>Utilization</b>	<b>1/31/2021</b>
CDA 2014	\$ 13,342	\$ -	\$ 13,342	-
CDA 2015	267,907	-	6,401	261,506
CDA 2018	129,350	-	119,318	10,032
CDA 2019	2,842,756	-	364,388	2,478,368
	\$ 3,253,354	\$ -	\$ 503,449	\$ 2,749,906

<b>CSO Projects Debt Draws</b>				
	<b>11/1/2020</b>	<b>Issue</b>	<b>Utilization</b>	<b>11/30/2020</b>
Evitts Creek Debt	\$ 143,260	\$ -	\$ -	\$ 143,260
Evitts Creek Grant	-	-	-	-
WWTP Debt	2,833,866	-	-	2,833,866
WWTP Grant	22,972,562	-	-	22,972,562
	\$ 25,949,688	\$ -	\$ -	\$ 25,949,688

The CDA 2014 debt draw of \$13K was for Belt Paving to mill, patch and pave various streets. CDA 2015, \$6K was toward the mudwell mixing system, WWTP blow electrical switch gear, and pump station repairs. The CDA 2018 debt draw of \$119K consists of \$48K toward a new F-550 truck for the water department (\$77K total), \$3K toward the expenditures for the South Street waterline, and \$68K toward the expenditures for the plant intake screening. The CDA 2019 debt draw of \$364K includes \$150K for a street department 5-ton dump truck, \$29K toward the new F-550 truck for the water department (\$77K total), \$11K toward the SCADA system upgrade phase 2 (\$4K water department and \$7K sewer department), \$23K to replace garage door openers and \$151K for street paving.

The Wastewater Treatment Plant (WWTP) CSO project is complete and contract closeout was certified January 13, 2021. On January 28, 2021, the system reached 5 million gallons and was fully tested. The final grant draws have been calculated and are expected to be submitted in February and March, 2021. In January 2021, the WWTP did not have any CSO draws in BRF grants and there was no new debt. The CSO project was capitalized in fiscal year 2020 at a value of \$29.1 million.

Phase 3 of the Evitts Creek CSO project is in the engineering phase with the majority of the necessary funding in place. The City anticipates additional funding in April 2021 from MDE. Grant and loan money for Phase 4 have been requested from MDE for costs of the planning phase. MDE's decisions on funding awards are anticipated to take place in April or May of 2021.

### **COVID-19:**

#### ***Funding***

CARES Act funding made available to the City of Cumberland totals \$702,172. It is comprised of a Department of Justice (DOJ) grant (\$39,559), US Stimulus CARES Act Relief grant (\$54,801), Allegany County Health Department CARES Act passthrough funding (\$24,635), and Allegany County Government CARES Act passthrough funding (\$583,176). The remaining allocation from Allegany County is \$68,422, however, Allegany County directed the City to not incur any additional costs beyond December 31<sup>st</sup> and that these funds are no longer available.

<b>Funding Source</b>	<b>Amount</b>	<b>Utilization</b>
Department of Justice Hazard Pay	39,559	39,559
Allegany County Health Department PPE General Facilities and Equipment	24,635	18,440 6,195
US Stimulus Care Act Relief Lost Revenue	54,801	54,801
Allegany County CARES Act Passthrough Hazard Pay City Hall Rotunda Monitor Unemployment Claims COVID Testing Events Software PPE General Facilities and Equipment Business Loan Program	583,176	231,118 7,714 6,366 18,014 39,967 32,709 128,867 50,000
<b>Total:</b>	<b>\$702,172</b>	<b>\$ 633,750</b>

<b>Purpose</b>	<b>Amount</b>	<b>Utilization</b>
Total Utilization	633,750	
Hazard Pay		270,677
Lost Revenue		54,801
City Hall Rotunda Monitor		7,714
Unemployment Claims		6,366
COVID Testing Events		18,014
Software		39,967
PPE		
General		51,149
Facilities and Equipment		135,061
Business Loan Program		50,000
<b>Total:</b>	<b>\$633,750</b>	<b>\$ 633,750</b>

- As of January 31, 2021, the remaining Allegany County CARES Act passthrough funding is \$0.00.
- Expenses include hazard pay through 7/5, lost revenue, City Hall rotunda monitoring, unemployment claims, COVID testing events, software, personal protective equipment including facilities and equipment, improvements for telework capabilities, and COVID-19 loans.
- \$54,801 received from the US Stimulus Cares Act Relief in April 2020 was allocated for Fire Department ambulance lost revenues that are attributable to coronavirus.

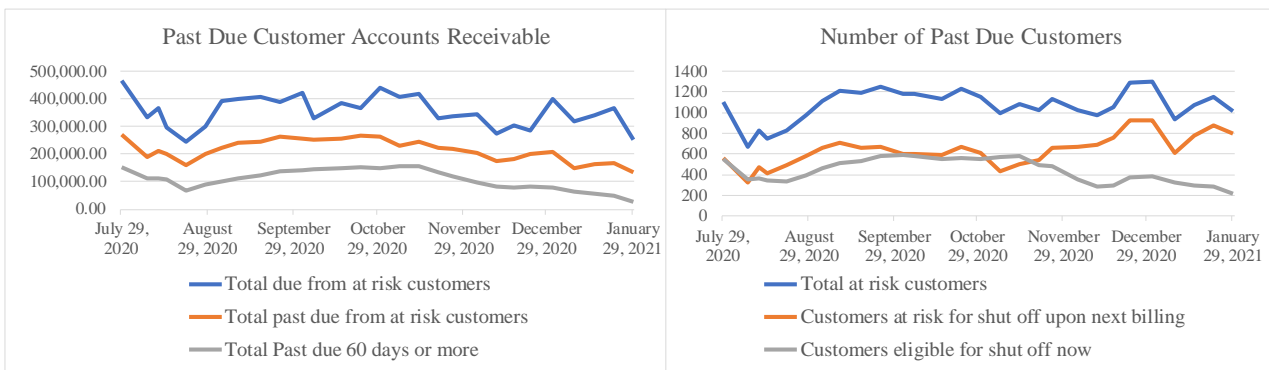
### Utility Collections:

The policies and procedures for service termination and customer support are achieving the desired outcomes. At the end of January, 2021, the dollar amount past due 60 days continues to decline. This is a result of the resumption of service termination on November 16, 2020. There are 219 customers eligible for service termination as of January 31, 2021 with a combined past due 60 days or more of \$28K. This is a \$48K decrease in the dollar amount past due 60 days or more during the month of January. Additionally,

the average outstanding balance per individual is declining over the prior month. At January 31, 2021, the total past due 30 days or more is \$132K for 1,012 customers.

The City continues to provide communications of where to seek financial assistance, collaborate with financial assistance providers and offer four (4) month payment plans. In light of the pandemic, the Community Development Block Grant (CDBG) requirements to accept emergency payments have recently been reviewed and commented upon by CDBG. The City evaluated its financial data against the CDBG requirements to accept emergency payments, then submitted and received approval to receive CDBG funding toward customer water and trash utilities. A press release was issued during the first week of February.

The City has been experiencing delays in postal service delivery of customer payments. Each customer’s individual circumstance is considered and, in all cases, online account access, email billing, and direct payment methods through the online account are being described and recommended.



\*Amounts do not include suspended or inactive accounts

Respectfully submitted,

Jeff Rhodes  
City Administrator

*sln*

**File Attachments for Item:**

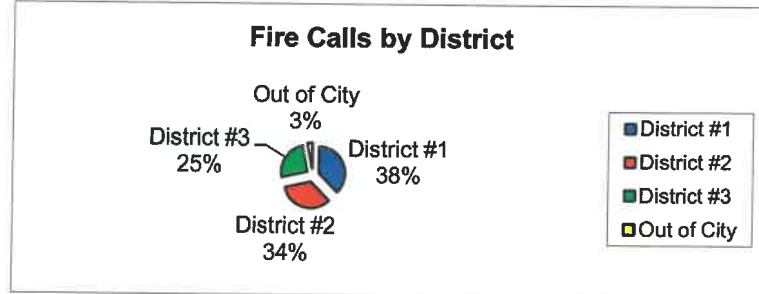
. Fire Department monthly report for January, 2021

**REPORT OF THE FIRE CHIEF FOR THE MONTH OF JANUARY, 2021**  
**Prepared for the Honorable Mayor and City Council and City Administrator**

**Cumberland Fire Department Responded to 127 Fire Alarms:**

Responses by District:

District #1	48
District #2	43
District #3	32
Out of City	4
	<u>127</u>



Number of Alarms:

Regular Alarms Answered	125
Second Alarms Answered	2
	<u>127</u>

Calls Listed Below:

Property Use:	
Public Assembly	3
Educational	1
Institutional	9
Residential	83
Stores and Offices	4
Manufacturing	1
Basic Industry, Utility	1
Special Properties	23
Undetermined	2
	<u>127</u>

Type of Situation:

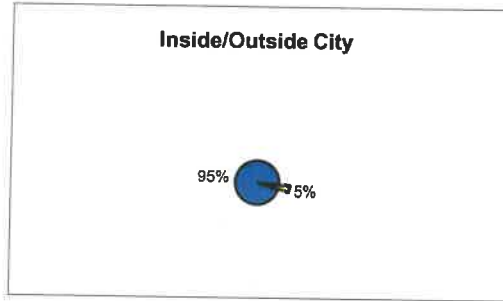
Fire or Explosion	10
Overpressure	2
Rescue Calls	71
Hazardous Conditions	7
Service Calls	3
Good Intent Calls	18
False Calls	16
	<u>127</u>

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in January:	\$3,700.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	\$17,370.00
Fire Service Fees for Fire Calls Paid in January:	\$450.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$3,930.00
Total Fire Services Fees Paid in FY2021:	\$4,990.00

Fire Service Fees for Inspections and Permits Billed in January:	\$150.00
Fire Service Fees for Inspections and Permits Paid in January:	\$1,000.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,350.00

**Cumberland Fire Department Responded to 440 Emergency Medical Calls:**

In City Calls	419
Out of City Calls	21
<b>Total</b>	<b>440</b>



**Cumberland Fire Department Provided 18 Mutual Aid Calls:**

14 Mutual Aid calls within Allegany County	
4 Mutual Aid calls outside of Allegany County	
<b>18</b>	

Bowman's Addition VFD	5
Cresaptown VFD	5
District #16 VFD	2
Flintstone VFD	1
LaVale Vol. Rescue Squad	1
	<b>14</b>
Ridgeley, WV VFD	4
	<b>4</b>

**Cumberland Fire Department Provided 3 Paramedic Assist Calls:**

0 Paramedic Assist calls within Allegany County	
3 Paramedic Assist calls outside of Allegany County	
<b>3</b>	

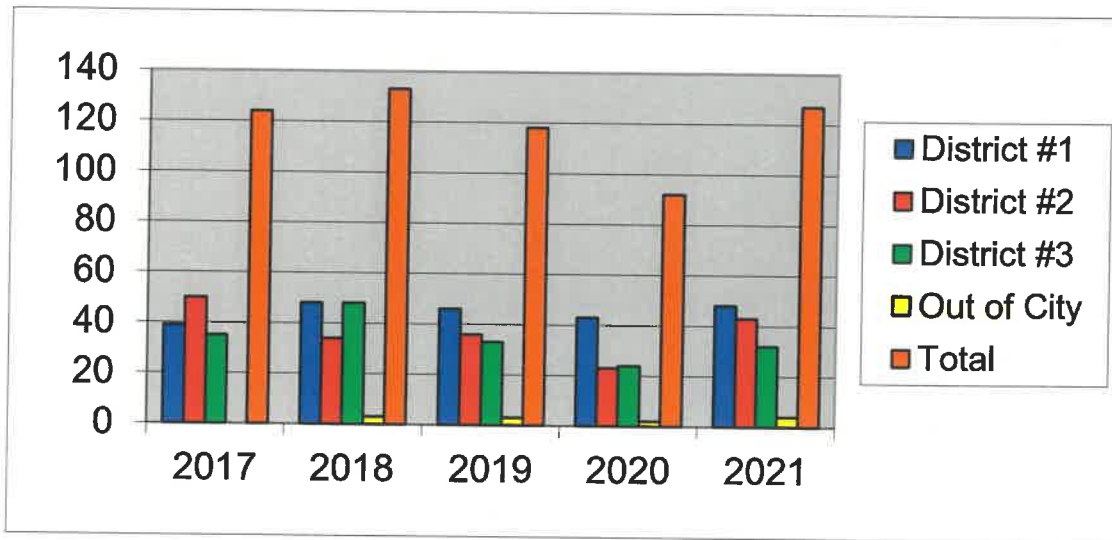
Ridgeley, WV VFD	1
Springfield Area Rescue Squad, WV	1
Wiley Ford, WV VFD	1
	<b>3</b>

Total Ambulance Fees Billed by Medical Claim-Aid in January:	\$162,763.99
Ambulance Fees Billed Fiscal Year to Date:	\$891,384.30
Ambulance Fees Paid: Revenue received in January:	\$91,255.49
FY2021 Ambulance Fees Paid in FY2021:	\$490,789.61
Total Ambulance Fees Paid in FY2021: (All ambulance fees, current and previous fiscal years, paid in FY2021.)	\$638,655.03



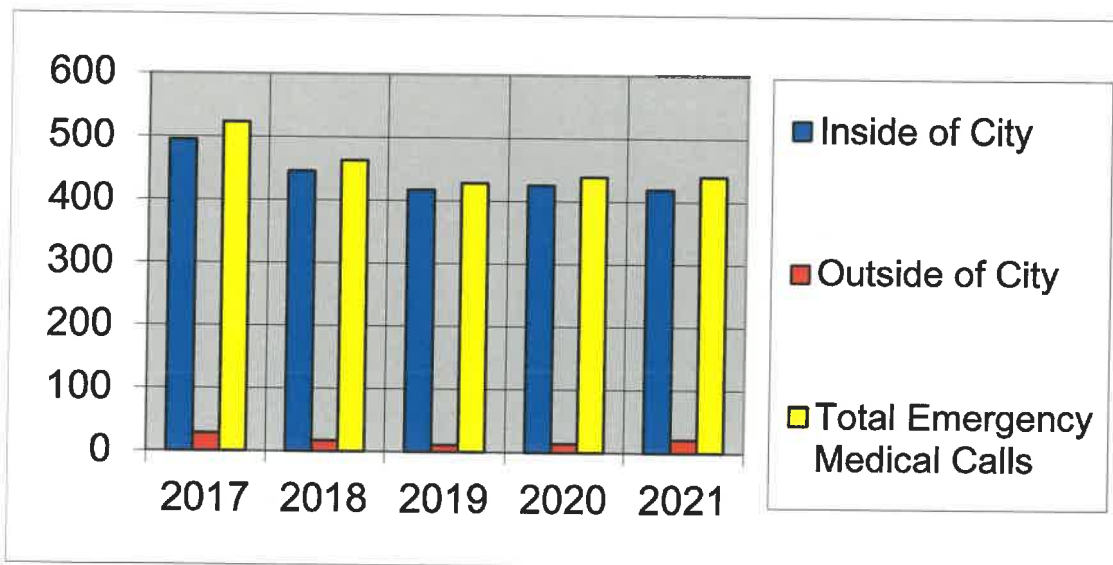
**Fire Calls In the Month of January For Five-Year Period**

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
District #1	39	48	46	43	48
District #2	50	34	36	23	43
District #3	35	48	33	24	32
Out of City	<u>0</u>	<u>3</u>	<u>3</u>	<u>2</u>	<u>4</u>
<b>Total</b>	<b>124</b>	<b>133</b>	<b>118</b>	<b>92</b>	<b>127</b>



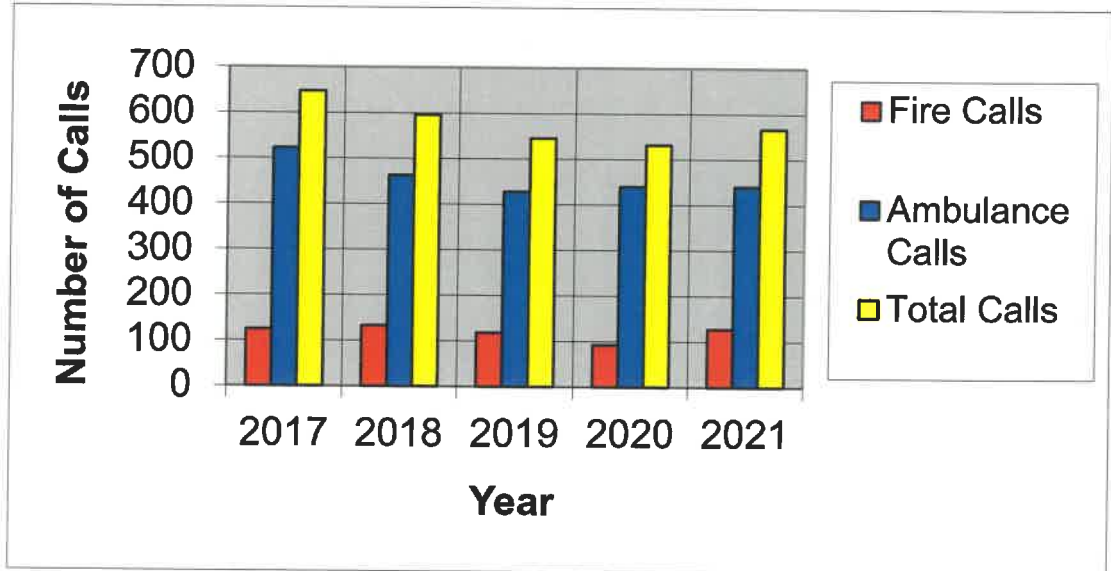
**Ambulance Calls in the Month of January for Five-Year Period**

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Inside of City	495	446	417	425	419
Outside of City	<u>28</u>	<u>17</u>	<u>11</u>	<u>14</u>	<u>21</u>
<b>Total Emergency Medical Calls</b>	<b>523</b>	<b>463</b>	<b>428</b>	<b>439</b>	<b>440</b>



**Fire and Ambulance Calls in the Month of January for Five-Year Period**

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Fire Calls	124	133	118	92	127
Ambulance Calls	523	463	428	440	440
<u>Total Calls</u>	647	596	546	532	567



**Training**

Training Man Hours:	505.75
Safety	8.25
Crew Meetings	4.50
Apparatus Check Procedures	115.00
SCBA Inspection and Care	19.00
Annual SCBA Refresher	30.00
FIT Testing	82.00
Cold Weather Operations	4.50
General Driver Training	2.00
Emergency Vehicle Operations	38.00
Drug Box Inventory	6.00
Strategic and Tactical Operations	16.00
Post Incident Review	11.00
Fundamentals of Fire Suppression	88.00
Hose Lines	12.00
Haz-Mat Annual Refresher	9.00
Street Locations	5.50
Physical Fitness	29.00
Portable Radios	5.50
Body Armor	5.50
Instructor	6.00
EBSS Connection Practice	3.00
Turn-Out Gear	6.00
	<hr/>
	505.75

**Fire Prevention Bureau**

Investigations Conducted	4
Inspections Performed	20
Conferences Held	49
Complaints Received	1
Correspondence	1
Plan Reviews	9

**Personnel**

Nothing to report.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

**File Attachments for Item:**

1. Approval of the Work Session Minutes of February 9, 2021, and the Regular Session Minutes of February 16, 2021

# Mayor and City Council of Cumberland

## WORK SESSION

City Hall Council Chambers  
57 N. Liberty Street  
Cumberland, MD 21502

Tuesday, February 9, 2021  
4:30 p.m.

*This meeting was held via Video-Conference*

**PRESENT:** Raymond M. Morriss, President; Council Members: Richard Cioni (via audio), Eugene Frazier, and Laurie Marchini. Council Member Seth Bernard was absent.

**ALSO PRESENT:** Jeffrey D. Rhodes, City Administrator; Margie Woodring, City Clerk; Ken Tressler, Director of Administrative Services; Robert Smith, City Engineer; Matt Miller, CEDC Executive Director; Stu Czapski, Economic Development Specialist

### I. PUBLIC MEETING AGENDA REVIEW – FEBRUARY 16, 2021

Mr. Rhodes reviewed the Reports and Minutes up for approval, then reviewed the one Consent Agenda item:

**Order 26,757** - declaring 80 City-owned properties to be surplus and authorizing them for sale to the general public through a closed bid process.

Mr. Rhodes advised that this is Step 2 of the blighted properties that the City will be declaring surplus. Mr. Tressler advised that these properties won't be offered for sale all at the same time, and will probably be offered in lots of 20. He added that this is a continuation of the revitalization program that was put in place.

### II. ECONOMIC DEVELOPMENT STRATEGIC PLAN UPDATE

Mr. Miller provided background on the Plan, and advised that it typically needs to be reassessed every so often, and it has been seven years since the last reassessment. He added that the CEDC uses the Plan as their direction. Mr. Czapski advised that the Plan was originally adopted in 2014 and they have a scope of work from RKG Associates who did the original. He advised that they have requested a grant from the Appalachian Regional Commission (ARC) to help with funding, stated that they already have a formal commitment, and are about ready to get the written commitment. Mr. Czapski added that this will require a sole source order from M&CC for RKG Associates to do the update, and said all costs are being absorbed in the CEDC budget. Mayor Morriss said this re-evaluation is a good thing in checking progress and process, and approved of using RKG Associates. Mr. Czapski advised that \$10K will come from the ARC, with \$20K coming from the CEDC. In answer to a question from Council, Mr. Miller advised that RKG Associates are accessible

to the CEDC to a certain extent, they are very professional, and are knowledgeable with the area. He added that they were happy with their previous experience with the company. He said that hiring a new firm would require more money and more time, because they would be starting from scratch. Council all seemed in agreement to move ahead with RKG Associates. Mr. Rhodes agreed, saying that it's certainly natural to go with them, that they did a really good job first time around, and said in his experience they remain interested in the City.

### **III. MD AVENUE REDEVELOPMENT PROJECT UPDATE**

Mr. Miller advised that the ground breaking took place last month, and said he has gotten a lot of questions as to why nothing has happened yet. He stated that MDE required a certain permit, called a "MPDES" Permit, which states that impervious land of more than an acre requires a permit, so that resulted in the delay. He also advised that they had a meeting with the developer yesterday, and said he was very happy with the outcome. Mr. Rhodes stated that they just wanted to stay on the same page with the developer, and said it was a good discussion.

### **IV. BALTIMORE STREET ACCESS PROJECT UPDATE**

Mr. Miller advised that they have received 95% of the drawings back from EADS, and said they are coming to the end with Cochran Studio. He added that they have been having regular meetings with the Design team. Mr. Smith advised that they have been working hard to get things wrapped up, and said there will have to be more discussion on paver selection and how to move forward on that. He advised that they'll need to have some add-alternates in the bid process so that they have the option to go from concurrence to award, rather than rethinking the design. Mr. Smith explained the add-alternate and the significance of it, saying it's anything from adding additional work to replacing items with alternatives. He added that the process allows for options to determine what's needed to move forward. He also explained total cost based on bid criteria.

Mr. Smith advised that they are requesting federal highway pay for some proprietary items, but stated that they won't have an answer until after the review period and comments are received. He added that there have been some preliminary discussions, but they have not received a definitive answer as yet.

In answer to a question from Council, Mr. Smith advised that there will be no clarity on fiber and sprinkler systems for business owners until they know the cost. He explained that these options will be the business owners' personal choice, and said the Engineering Department highly recommends they obtain a contractor (either the City's or someone else), to bring in a 6" water line inside the building. He added that this isn't something the City should be undertaking because of liability issues. Mr. Smith stated that fiber can be connected after the fact with minimal work, but explained what problems business owners would have if they want a sprinkler system installed later instead of during construction. He stated that the water line will already be installed within so many inches of the building, but the owners

will have to remove brick, bring the sprinkler line in, and re-install pavers to specifications, so he highly recommends they take care of this during construction, and suggested using the same general contractor.

Mr. Miller advised that coordination with property owners has been spearheaded by Downtown Manager Melinda Kelliher, and stated that they have all the information available so far. He further advised that they have another stakeholder meeting scheduled and added that an additional \$500K from the state capital grant has been tentatively awarded, but still has to go through the approval process. Mr. Miller wanted to thank the Western Maryland Delegation for their assistance and support of this project.

## **V. EAST SIDE SCHOOL SITE UPDATE**

Mr. Cohen advised that the closing is pretty much ready to go, and the PILOT terms have been completely negotiated. He stated that he has the City's and Allegany Junction's paperwork in hand, and said Allegany County's is in the mail. He added that once he has everything he will forward all to Allegany Junction, and advised that the deed has been executed, as well as the real estate calculation completed. He stated that Allegany Junction's attorney has prepared a closing statement, and says everything is ready to go.

Mayor Morris stated the closing date will be set as soon as possible, and hopefully construction will be able to begin this spring.

## **VI. MEMORIAL HOSPITAL SITE MARKETING PLAN**

Mayor Morriss advised that the Memorial Hospital site marketing plan is Mr. Miller's idea to help market and get interest from developers on the former hospital site. Mr. Miller advised that he had been looking at ways to help incentivize development, and basically create a program that helps partnerships. He explained that it's called the CREDITS program - Cumberland Real Estate Development Investment Tax Set-Aside - and explained how it works:

- City administered tax incentive program
- Private-public partnership agreement entered into prior to commercial or multi-residential development
- Allows developer to receive a percentage of tax revenue for a predetermined number of years after making significant financial improvements to land within City limits
- Details determined on a case-by-case basis.

Mr. Miller advised that he will send M&CC a case study with actual numbers, and said he thinks it is a unique opportunity to help influence things the City needs and will assist marketing and help promote development. He said he met with the Mayor, Mr. Rhodes and Mr. Tressler last week about it and thought it was a really good discussion.

Mayor Morriss said it's a very good program, and allows incentives to entice developer to come here, and also gives the City a certain amount of control over that development. The Mayor stated this may attract developers to come to the City, who may have overlooked Cumberland in the past.

Mr. Miller wanted to add that a new barbecue place opened up at 49 North Centre Street recently, Lost Mountain Barbecue, and a ribbon cutting was held last Friday. He urged people to try them out, and said the response from everyone has been great. Mayor Morriss stated that the downtown has started to come alive as best as it can during the pandemic, and said everyone has done a good job of keeping the downtown vibrant.

## **VII. ADJOURNMENT**

With no further business at hand, the meeting adjourned at 5:13 p.m.

Respectfully submitted,

Marjorie A. Woodring

City Clerk

Minutes approved \_\_\_\_\_





# Mayor and City Council of Cumberland

*Mayor* Raymond M. Morriss  
*Councilman* Seth D. Bernard  
*Councilman* Richard J. "Rock" Cioni  
*Councilman* Eugene T. Frazier  
*Councilwoman* Laurie P. Marchini

City Administrator Jeffrey D. Rhodes  
City Solicitor Michael S. Cohen  
City Clerk Marjorie A. Woodring

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## MINUTES

M&CC Public Meeting  
Via Video Conference

DATE: February 16, 2021

**I. OPEN SESSION – 6:15 p.m.** (*Meeting began at 6:35 due to technical issues*)

**II. Roll Call**

**PRESENT:**

Councilman Seth Bernard  
Councilman Richard J. "Rock" Cioni  
Councilman Eugene T. Frazier  
Councilwoman Laurie P. Marchini  
President Raymond M. Morriss

**Also Present:** Jeffrey D. Rhodes, City Administrator; Marjorie A. Woodring, City Clerk

**III. Director's Reports**

**Motion** to approve the reports was made by Councilman Cioni, seconded by Councilman Frazier, and was passed on a vote of 5-0.

**(A) Police**

1. Police Department monthly report for January, 2021

**(B) Utilities - Flood, Water, Sewer**

1. Utilities Division Flood/Water/Sewer monthly report for January, 2021

**IV. Approval of Minutes**

**Motion** to approve the reports was made by Councilwoman Marchini, seconded by Councilman Cioni, and was passed on a vote of 5-0.

1. Approval of the Work and Regular Session Minutes of January 5 and 19, the Work Session Minutes of January 26, and the Work & Regular Session Minutes of February 2, 2021

**V. New Business**

**(A) Orders (Consent Agenda)**

Mr. Rhodes reviewed the one item on the Consent Agenda. **Motion** to approve the item was made by Councilman Cioni, seconded by Councilman Bernard, and was passed on a vote of 5-0

**Order 26,757** - declaring 80 City-owned properties to be surplus and authorizing them for sale to the general public through a closed bid process

Mr. Rhodes advised that this is Step 2 of the blighted properties that the City will be declaring surplus to be put back on the tax rolls, and added that this is a continuation of the revitalization program that was put in place.

**VI. Public Comments**

*No Public Comments*

All public comments are limited to 5 minutes per person

**VII. Adjournment**

With no further business at hand, the meeting adjourned at 6:42 p.m.

Minutes approved on \_\_\_\_\_

Raymond M. Morriss, Mayor \_\_\_\_\_

ATTEST: Marjorie A. Woodring, City Clerk \_\_\_\_\_

**File Attachments for Item:**

. Order 26,758 - authorizing the Chief of Police to accept the Allegany County Health Department's Overdose Follow-Up Grant in the amount of \$3,500.00 which will allow CPD officers to partner with UPMC Western Maryland and the Allegany County Parole and Probation Unit to perform follow-ups with non-fatal overdose victims within 24-48 hours after release from hospital

**- Order -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 26,758

DATE: March 2, 2021

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT the Chief of Police be and is hereby authorized to enter into a Memorandum of Understanding between the Allegany County Health Department and the Cumberland City Police Department to accept a FY21 Overdose Data to Action Grant in the amount of Three Thousand, Five Hundred Dollars and No Cents (\$3,500.00) which will be used to partner with UPMC Western Maryland and the Allegany County Parole and Probation Unit to perform follow-ups with non-fatal overdose victims within 24-48 hours after release from hospital.

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**Raymond M. Morriss, Mayor**

# MEMORANDUM OF UNDERSTANDING

between

## ALLEGANY COUNTY HEALTH DEPARTMENT

12503 Willowbrook Road SE  
Cumberland, MD 21502

and

## CUMBERLAND CITY POLICE DEPARTMENT

20 Bedford Street  
Cumberland, MD 21502

This agreement is funded through grant monies made available from award number F755N, Overdose Data to Action Grant, for fiscal year 2021, award period March 1, 2021 to June 7, 2021. The Allegany County Health Department agrees to pay the Cumberland City Police Department up to a total of \$3500 to conduct overdose follow-ups, by June 7, 2021, with the goal of reducing overdose deaths in the community.

Cumberland City Police Department agrees to the following:

1. Partners with UPMC Western Maryland and Allegany County Parole and Probation to collaborate together on making contact with non-fatal overdose victims within 24-48 hours after release from hospital/institution or post-incident to offer treatment options;
2. Leave informational packets with victim, family or at residence;
3. Report monthly to Allegany County Health Department the number of follow-up attempts;
4. Due to the unpredictable timing and number of follow-up incidents, an officer will be guaranteed a 2-hour minimum overtime callout; and
5. Can utilize other law enforcement agencies, when unavailable to make contact.

The Cumberland City Police Department agrees to submit monthly reports, (attached), and invoices, (including overtime vouchers), for the above stated services on a monthly basis. Invoices and reports should only reflect the services and expenses from this grant award and should not be combined with any other Health Department grant funding, (if applicable).

Deadline for monthly reports and invoices are the 5<sup>th</sup> of every month. Exception: the last report and invoice must be submitted no later than June 7, 2021.

The activities of this agreement must be completed by June 7, 2021 and the final report and invoices must be completed by June 7, 2021. The Allegany County Health Department will remit reimbursement only after the above services are purchased and/or rendered and proper invoices, with overtime vouchers, are submitted.

  
Date: 2/23/21  
Chuck Ternent,  
Chief of Police,  
Cumberland City Police Department

  
Date: 2/22/21  
Jenelle Mayer,  
Health Officer,  
Allegany County Health Department

The Cumberland City Police Department agrees to follow the policies of the Human Services Agreements Manual (HSAM) of the Department of Mental Health and Hygiene that was sent via email.

# Council Agenda Summary

Meeting Date: March 2, 2021

Key Staff Contact: Chief Chuck Ternent

***Item Title:*** FY21 Health Department Overdose follow-up grant

***Summary of project/issue/purchase/contract, etc for Council:***

Authorize the Chief of Police to accept the Allegany County Health Department's Overdose follow-up grant in the amount of \$3,500 which will allow CPD officers to partner with UMPC Western Maryland and the Allegany County Parole and Probation unit to perform follow-ups with non-fatal overdose victims within 24-48 hours after release from hospital.

***Amount of Award:*** \$3,500

***Budget number:***

***Grant, bond, etc. reference:*** Grant

**File Attachments for Item:**

. Order 26,759 - approving policies regarding the reinstatement of COVID-related sick leave to an employee's sick leave balance

**- Order -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 26,759

DATE: March 2, 2021

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT, the following policies regarding COVID-related sick leave be and are hereby approved through June 30, 2021:

1) Up to eighty (80) hours of substantiated COVID-related sick time may be restored to a full-time employee's sick leave balance;

2) Up to forty (40) hours of substantiated COVID-related sick time may be restored to a part-time employee's sick leave balance;

3) Up to eighty (80) hours of substantiated COVID-related sick leave shall have no impact on any sick leave bonus provided for by any collective bargaining agreement with the City of Cumberland.

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**Raymond M. Morriss, Mayor**



**File Attachments for Item:**

. Order 26,760 - approving the reappointment of Bruce Irons to the Housing Authority of the City of Cumberland for a five-year term effective retroactive to 11/1/20 through 10/31/25

**- Order -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 26,760

DATE: March 2, 2021

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT, Bruce Irons be and is hereby reappointed to the Housing Authority of the City of Cumberland for a five (5) -year term to be effective November 1, 2020, through October 31, 2025.

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**Raymond M. Morriss, Mayor**



# The Cumberland Housing Group

Cumberland Housing Alliance, Inc.  
Housing Authority of the City of Cumberland  
Cumberland Neighborhood Housing Services, Inc.

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February 16, 2021

Raymond Morriss, Mayor  
City of Cumberland  
P.O. Box 1702  
57 North Liberty Street  
Cumberland, Maryland 21502

Dear Mayor Morriss;

The five-year term of office for Bruce Irons, Chairman of the Board for the Housing Authority of the City of Cumberland expired on October 31, 2020. Unfortunately, in the year of chaos, this date went by un-noticed. According to Maryland State Law and HUD guidelines, housing authority commissioners are to be appointed by the chief officer of the jurisdiction upon recommendation from the Housing Authority Board of Commissioners.

Bruce holds a Bachelor degree from the University of Maryland, worked locally in the banking industry and currently works with Huber & Michaels performing Fiduciary Tax work and owns Sunshine Center laundry in the City of Cumberland. Mr. Irons has been an extremely active member of our Board of Commissioners since July 22, 1997. Throughout most of those eighteen years, Bruce served as the Vice Chairman and upon the death of the previous chairman in 2012, stepped into the role of Chairman of the Board which he has held since. In addition to attending and leading the monthly Board of Commissioner meetings, he is very engaged in our operations with respect to: visits to the office; meetings with auditors, attorney, consultants, etc.; reviewing expenditures; signing checks; and monitoring local and federal issues pertaining to our operations. He has previously attended training on Commissioner related items.

Through an electronic voting action conducted on this date, the Board of Commissioners for the Housing Authority voted unanimously to request the City of Cumberland to retroactively reappoint Mr. Bruce Irons of 401 Greene Street, Cumberland to the Board of Commissioners effective November 1, 2020 and expiring in October 31, 2025. Should you have any questions concerning this request, please do not hesitate to contact me at (301) 724-6606, extension 111.

Sincerely,

*Steven J. Kesner*

Steven J. Kesner, President/Chief Executive Officer  
Board of Commissioners Secretary



635 East First Street, Cumberland, MD 21502-4362  
Office 301-724-6606 Fax 301-724-8731

[www.CumberlandHousing.org](http://www.CumberlandHousing.org)

 Cumberland Housing



**File Attachments for Item:**

. Order 26,761 - authorizing the Mayor to execute a Cooperation Agreement with the Housing Authority of the City of Cumberland providing for aid and cooperation in the development of 1034 Frederick Street, owned by the Housing Authority, as a Scatted Site Housing project

**- Order -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 26,761

DATE: March 2, 2021

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT, the Mayor be and is hereby authorized to execute a Cooperation Agreement by and between the Housing Authority of the City of Cumberland and the Mayor and City Council of Cumberland providing for aid and cooperation in the development of 1034 Frederick Street, owned by the Housing Authority, as a Scattered Site Housing project.

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**Raymond M. Morriss, Mayor**

# **COOPERATION AGREEMENT**

## **Scattered Site Housing – 1034 Frederick Street**

This Cooperation Agreement (“Agreement”) entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the Housing Authority of the City of Cumberland (referred to as the Local Authority) and Mayor and City Council of Cumberland (referred to as City), witnesseth:

**WHEREAS**, The Housing Authority of Allegany County, Maryland received from the United States of America, acting through the Secretary of Housing and Urban Development, Public Housing Division (referred to as HUD) a program reservation for 17 units of low-rent that were developed and located within the corporate limits of Allegany County referred to as Scattered Site Housing.

**WHEREAS**, The Housing Authority of Allegany County and Allegany County entered into several Cooperation Agreements dated May 12, 1982, December 16, 1983 and May 9, 1984, providing for aid and cooperation in respect to low-rent housing projects developed and to be developed and operated by the Local Authority with the financial assistance of the United States of America pursuant to the United States Housing Act of 1937 (referred to as the Act);

**WHEREAS**, under an approved Demolition/Disposition Agreement with HUD in 2006, HUD granted approval to dispose of these 17 units and to use the proceeds of sale for the development of replacement units which actions the Local Authority has recently completed and the reason for this amended agreement;

**WHEREAS**, with the approval of HUD, the City of Cumberland and Allegany County, the Housing Authority of Allegany County was transferred into the Local Authority effective April 1, 2019 with no change in mission, program affiliation or general operations; and

**WHEREAS**, in an effort to update the existing agreement for the Scattered Site Housing, the parties wish to enter into this new Cooperation Agreement.

### **NOW THEREFORE THE PARTIES AGREE:**

- (1) Whenever used in this agreement:
  - (a) The term “project” shall mean those units of low-rent housing known as Scattered Site Housing located at: 1034 Frederick Street, Cumberland previously developed and owned by the Housing Authority of the City of Cumberland with financial assistance and regulatory requirements from HUD and/or the Maryland Department of Housing and Community Development (referred to as DHCD).
  - (b) The term “taxing body” shall mean the State of Maryland or any political subdivision or taxing unit thereof (including City of Cumberland) in which a project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a project if it were not exempt from taxation.
  - (c) The term “shelter rent” shall mean the total of all charges to all tenants of a project for dwelling rents and non-dwelling rents (excluding all other income of such project), less the cost to the

Local Authority of all dwelling and non-dwelling utilities.

- (d) The term “slum” means any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitary facilities, or any combination of these factors, are detrimental to safety, health or morals.
- (2) Local Authority shall endeavor to maintain a contract or contracts with HUD/DHCD for loans and annual contributions and undertake to develop and administer of this project.
- (3) Under the constitution and statutes of the State of Maryland, all projects are exempt from all real and personal property taxes and special assessments levied or imposed by any taxing body; and with respect to any project, so long as either
  - (a) such project is used for low-rent housing purpose, or
  - (b) any contract between the Local Authority and HUD/DHCD for loans or annual contributions, or both, in connection with such project, or
  - (c) any bonds issued or monies due to HUD/DHCD in connection with such project shall remain outstanding, whichever period is the longest, City agrees that it will not levy or impose any real or personal property taxes, special assessments, registration or licensing fees or other financial obligations upon such project, or upon Local Authority with respect thereto.

During such period the Local Authority shall make annual payments (herein called payments in lieu of taxes) in lieu of such taxes, special assessments, registration or licensing fees or other financial obligations, and in payment for public services and facilities furnished for or with respect to such project. Each such annual payment in lieu of taxes shall be made at the time when real property taxes on such project would be paid if it were subject to taxation, and shall be in an amount equal to either:

- (a) 10% of the aggregate shelter rent charged by Local Authority in respect to such project during the tax year for which such payment is made, or
- (b) the amount to be permitted to be paid by applicable state law in effect on the date of this cooperative agreement, whichever amount is the lower; provided, however, that upon failure of Local Authority to make any such payments in lieu of taxes, no lien against any project or assets of Local Authority shall attach.

City agrees that payments in lieu of taxes made under this contract shall be distributed as follows: 20% to Allegany County, and 80% to City of Cumberland; provided, however, that the total payment for any year made to the City or County shall not be in excess of the total amount of real property taxes which would have been paid on such properties for such year if the said properties were not exempt from taxation, and provided that the total payments for any year made to said City shall not be in excess of the total amount of real property taxes which would have to be paid to them on such properties for such year if the said projects were not exempt from taxation.

Notwithstanding anything herein to the contrary, the payments to be made by the Local Authority to

the City, provided for herein with respect to the project, shall be made by the Local Authority and accepted by City only as long as:

- (a) the project shall be owned and used for the provision of rental housing and “service facilities” as permitted section 7-505 of the Tax Property Article of the Annotated Code of Maryland, as amended from time to time;
- (b) the Local Authority, in all respects, complies with and satisfies the requirements of said section 7-505, as amended from time to time, pursuant to which City is authorized to enter into an agreement for the payment of negotiated sums in lieu of taxes, and complies with all of its obligations under the terms of this Agreement; and
- (c) from time to time, upon the request of City, the Local Authority provides City or its authorized representative, all financial and other information required by City in order to ensure the full and complete compliance with the terms of this Agreement and applicable law.
- (d) Upon the termination or expiration of this Agreement, full taxes shall be paid based upon the assessed value of the properties comprising the project and the applicable property rate in effect as such time.

Neither the Local Authority nor any successor-in-interest to the Local Authority with respect to this Agreement and the property comprising the project shall apply for, accept or utilize any incentive, credit, abatement, offset, rebate, refund or other program that would result in the reduction or elimination of:

- (a) the full assessed value of the said property, any other real estate owned by the Local Authority which is subject to this Agreement; and
  - (b) real estate taxes due and payable to City based upon the full assessed value of the property identified in subsection (a) of this paragraph, and any improvements within the property identified in said subsection (a). Nothing contained in this paragraph shall be interpreted or construed to prohibit the Local Authority from taking full advantage of any program that would result in a reduction or elimination of the Local Authority or its successor-in-interest’s real estate taxes that are due and payable to any entity other than City with regard to the aforesaid property and any other real estate in the area which is subject to the terms of this Agreement.
- (4) During the period commencing with the date of acquisition of any part of the site or sites of any project and continuing so long as either (a) such project is used for low-rent housing purposes, or (b) any contract between the Local Authority and HUD/DHCD for loans or annual contributions, or both, with respect to such project shall remain in force and effect, or (c) any bonds issued in connection with such project shall remain outstanding; whichever period is the longest, the City, without cost or charge to the Local Authority or the tenants of such project (other than the payments in lieu of taxes) shall;
- (a) Furnish or cause to be furnished to the Local Authority and the tenants of such project (i) the



public services and facilities which are at the date hereof being furnished without cost or charge to other dwellings and inhabitants in City, including but not limited to: educational, fire, police and health protection and services; maintenance and repair of public streets; alleys, sidewalks, sewer and water systems; snow removal; garbage, trash collection and disposal; street lighting on public streets within such projects and on the boundaries thereof; and (ii) also such additional public services and facilities as may from time-to-time hereafter be furnished without cost or charge to other dwellings and inhabitants in City;

- (b) Insofar as the City may lawfully do so, and subject to City policies, without waiving its right to exercise discretion when applicable law allows for the exercise of such discretion, grant such waivers of the building code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such project.
  - (c) Accept grants of easements necessary for the development of such project, provided they are not contrary to the City interests; and
  - (d) Cooperate with the Local Authority by such other lawful action or ways as the City and the Local Authority may find necessary in connection with development and administration of such project, provided they are not in contrary to the City interests.
- (5) The City recognizes the stringent physical inspection process HUD/DHCD requires the Local Authority to execute on a regular basis. The City further recognizes that HUD/DHCD's physical inspection requirements are equal to or more stringent than the standards required by City code. Therefore, the Local Authority shall not be subject to City rental inspection requirements so long as HUD/DHCD's inspection standards are at least equal to or more stringent than the standards required by City code. Notwithstanding this provision, City will be permitted to perform an inspection at any time upon the provision of no less than twenty-four (24) hours' notice.
- (6) If the City shall, within a reasonable time after written notice from the Local Authority, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish, or cause to be furnished to the Local Authority, or to any project, then the Local Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost thereof from any payments in lieu of taxes due or to become due to the City in respect to any project or any other low-rent housing projects assisted or owned by HUD/DHCD.
- (7) No co-operation agreement heretofore entered into between the City and Local Authority or shall be construed to apply to any project covered by this Agreement.
- (8) So long as any contract between the Local Authority and HUD/DHCD for loans (including preliminary loans) or annual contributions, or both, with respect to any project shall remain in force and effect, or so long as any bonds issued in connection with such project shall remain outstanding, this Agreement shall not be abrogated, changed, or modified without the consent of HUD/DHCD. The privileges and obligations of the City/County hereunder shall remain in full force and effect with respect to each project so long as the beneficial title to such project is held by the Local Authority or some other public body or governmental agency, including HUD/DHCD, authorized by law to engage in the development or administration of low-rent housing projects. If at any time

the beneficial title to, or possession of, any project is held by such other public body or governmental agency, including HUD/DHCD, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or governmental agency, including HUD/DHCD.

- (9) This Agreement shall not be subject to assignment without the written consent of the City, which consent may be withheld for any reason or no reason at all
- (10) This Agreement shall be interpreted in accordance with the laws of the State of Maryland, and any action to enforce this Agreement shall be brought to the Circuit Court for Allegany County, Maryland. The parties waive the right to assert that this court lacks jurisdiction over the matter or that it constitutes an inconvenient forum.
- (11) This Agreement shall be subject to all applicable federal, state and municipal laws and regulations relative to its subject matter.
- (12) This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
- (13) This Agreement constitutes the full and complete agreement among the parties, and no amendments thereto shall be valid, except in writing and duly approved and executed by the parties hereto.
- (14) This Agreement may be executed in several counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

In witness whereof, the City of Cumberland and the Local Authority have respectively caused this agreement to be duly executed as of the day and year first above-written.

WITNESS:

THE HOUSING AUTHORITY OF THE  
CITY OF CUMBERLAND, MARYLAND

\_\_\_\_\_

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

STEVEN J. KESNER  
President/Chief Executive Officer

MAYOR AND CITY COUNCIL OF CUMBERLAND

\_\_\_\_\_

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

RAYMOND M. MORRISS  
Mayor