



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

AGENDA

M&CC Regular Meeting
Video Conference

DATE: April 20, 2021

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

<https://cumberlandmd.webex.com/cumberlandmd/onstage/g.php?MTID=e477906259466b9329e2b1cc375fd2b0b>

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.

OPEN SESSION - 6:15 p.m.

Roll Call

Statement of Closed Meeting

1. Summary statement of the closed meeting held April 13, 2021

Director's Reports

(A) Public Works

1. Maintenance Division monthly report for March, 2021

(B) Fire

1. Fire Department monthly report for March, 2021

(C) Police

1. Police Department monthly report for March, 2021

(D) Utilities - Flood, Water, Sewer

- [1.](#) Utilities Division-Flood/Water/Sewer monthly report for March, 2021

Approval of Minutes

- [1.](#) Approval of the Closed Session Minutes of March 23, 2021, the Work Session Minutes of March 30, 2021, and the Work Session Minutes of April 6, 2021

Unfinished Business

(A) Ordinances

- [1.](#) Ordinance No. 3885 (*2nd and 3rd readings*) - granting Shenandoah Cable Television, LLC the non-exclusive right to use the city's public rights-of-way for the delivery of high-speed internet service to Frostburg State University in exchange for the City's use of 12 strands of fiber for the connection of traffic signals and traffic cameras

New Business

(A) Orders (Consent Agenda)

- [1.](#) Order 26,779 - authorizing the execution of an agreement with the Maryland Historical Trust for the receipt of \$100,000 in funding through the African American Heritage Preservation Program to assist with critical stabilization needs at Carver School, located at 340 Frederick Street, and approving a 100% City match of \$100,000 as required by the grant agreement
- [2.](#) Order 26,780- accepting the sole source proposal from Amazon Web Services, Inc. to provide hosting and support services for global cloud infrastructure for FY22 for an amount not-to-exceed \$28,000
- [3.](#) Order 26,781 - approving Amendment No. 9 02092021 to the Community Development Block Grant (CDBG) Program 2019 Annual Action Plan, effective April 20, 2021, to include reallocations for the 2020 South Penn Playground Project, the 20-19 PHA FCH Sidewalk Project, and 2019 Admin/Program Income
- [4.](#) Order 26,782 - Accepting the bid from Carl Belt, Inc. for the Decatur Street 24" Crosstown Water Main Replacement Project (31-17-W) in the lump sum cost of \$3,112,885.95, contingent upon MD Department of the Environment approval
- [5.](#) Order 26,783 - Accepting the sole source proposal from Hertrich Fleet Services, Inc. for one (1) 2021 Ford Expedition 4WD XL Regular Length in the amount not-to-exceed \$40,077 using joint pricing through Howard County, Maryland Contract #4400003197
- [6.](#) Order 26,784 - approving the submission of Community Development Block Grant (CDBG) 2021 Annual Action Plan proposed projects to the US Department of Housing and Urban Development for funding totaling \$797,370
- [7.](#) Order 26,785 - appointing Reuben Lease to the Parks and Recreation Board to complete the term of Steve Bazarnik (Seat 8), with said term to be effective April 2, 2021 through February 1, 2024

- [8.](#) Order 26,786 - authorizing an ARC Grant Agreement between the state of MD (acting through the DHCD) and the M&CC awarding grant assistance in the amount of \$300K to be used on the "Decatur Street 24" Crosstown Water Main Replacement", City Project 31-17-W, and providing a 2-year grant term

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Maintenance Division monthly report for March, 2021

MAINTENANCE DIVISION REPORT
March 2021

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
MARCH 2021**

- POTHoles AND COMPLAINTS
 - Potholed 59 streets & 2 alleys using 18 tons of cold patch

- UTILITY HOLES
 - Performed temporary patch of Water Dept utility hole with 20 tons of cold patch
 - Completed 2 concrete holes for Water Dept using 4 cy of concrete

- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS/CURB PAINTING
 - Installed 2 Handicap Parking signs/painted curbs blue
 - Removed 2 Handicap Parking signs/painted curbs black
 - Installed or repaired 29 traffic control signs
 - Installed 6 Street Name signs
 - Painted 4 curbs blue & 1 curb red

- STREET SWEEPING
 - 42 Loads
 - 654 miles

- MISCELLANEOUS
 - Completed 55 Work Orders
 - Repairs on retaining wall on Michigan Ave
 - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St Bridge & Welch Ave. drainage ditch 4 times.
 - Picked up 4 dead animals
 - Picked up trash/discarded items on 4 occasions
 - Cleaned Municipal Center shop twice a week
 - Installed & removed guardrail @ Medical Marijuana Building
 - Finished installing City Fill Area @ Constitution Park
 - Installed retaining blocks & stone to extend lot @ Municipal Center
 - Installed concrete sidewalk @ playground in Grove 4 @ Constitution Park
 - Continued to follow Covid-19 guidelines

STREET MAINTENANCE - MARCH 2021		3/1-3/5	3/8-3/12	3/15-3/19	3/22-3/26	3/29-3/31	TOTAL
SERVICE REQUEST COMPLETED		15	15	7	3	15	55
PAVING PERFORMED	Tons						0
CONCRETE WORK	Cy		.5cy	.75cy			1.25cy
UTILITY HOLES REPAIRED	Water	1			1	1	3
	Sewer						0
	Cy				3cy	1cy	4cy
	Tons	20t cold mix					20t cold mix
POTHoles FILLED	Streets	11	11	6	16	15	59
	Alleys		1		1		2
	Days	4	3	3	3	1	14
	Cold Mix	3t	3t	2t	5t	5t	18t
	Tons						0
PERMANENT PATCH	Cy						0
	Tons						0
COMPLAINTS COMPLETED							0
	Cy						0
	Tons						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED			9	5	15		29
STREET NAME SIGNS REPAIRED/INSTALLED			6				6
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
			1		1		2
					1		1
PAINTING PERFORMED	Blue		3		1		4
	Yellow						0
	Red		1				1
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	Loads	9	11	9	10	3	42
	Miles	130	155	153	150	66	654
SWEEPER DUMPS HAULED TO LANDFILL	Tons			35.9t		11.7t	47.6t
STREET MILLING	Days						1
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1		4
SALT BARRELS	Days						0
SNOW REMOVAL	Days						0
CLEAN SNOW EQUIPMENT	Days						0
SHOVEL & SALT SIDEWALKS	Days						4
BRUSH REMOVAL/TREE WORK	Areas	2	3		2		7
CHECK DRAINS/CLEAR DEBRIS	Days	1					1
STREET TRACTOR MOWING	Days	1	2	2	0	0	3
LEAF PICK UP	Loads						0

Repaired retaining wall on Michigan Ave
 Picked up trash/discarded furniture on 4 occasions
 Picked up 4 dead animals
 Installed & removed guardrail @ Medical Marijuana Building
 Installed retaining block and stone to extend lot @ Municipal Center
 Installed section of concrete sidewalk @ Grove 4 in Constitution Park
 Finished work installing City fill area @ Constitution Park
 Cleaned Municipal Center shop twice a week

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
MARCH 2021**

- Constitution Park , Mason's Complex and Area Parklets
 - Cleaned up garbage 2 times a week

- Ball Fields
 - Flynn Field
 - Drug 1 time
 - Spiked 1 time
 - Nonneman Field
 - Drug 1 time
 - Spiked 1 time
 - Northcraft Field
 - Drug 1 time
 - Spiked 1 time
 - Cavanaugh Field
 - Drug 1 time
 - Spiked 1 time
 - Abrams Field
 - Drug 1 time
 - Spiked 1 time

- Miscellaneous Work
 - Performed basic housekeeping @ Municipal Building
 - Cleaned & disinfected the Craft House & Activities Building
 - Performed preventative maintenance on mowers, trimmers & blowers
 - Prepared feed & bedding for ducks & geese @ the Duck Pond
 - Cleaned & performed preventative maintenance on Park & Rec vehicles
 - Turned on water & made repairs to bathrooms @ Mason's Complex & Constitution Park
 - Cleaned up brush & limbs @ Constitution Park several times
 - Picked up new trash cans from Schroeder Industries

Fleet Maintenance

March 2021

Total Fleet Maintenance Projects	188
Central Services	7
Community Development	0
DDC	0
Engineering	0
Fire	23
Flood	1
MPA	0
P & R Maintenance	15
Police	41
Public Works	0
Sewer	7
Snow Removal	5
Street Maintenance	25
Vehicle Maintenance	6
Water Distribution	17
Water Filtration	1
WWTP	11
Scheduled Preventive Maintenance	27
Service Calls	2
Total Work Orders Submitted	17
Risk Management Claims	1
Fork Lift Inspections	0

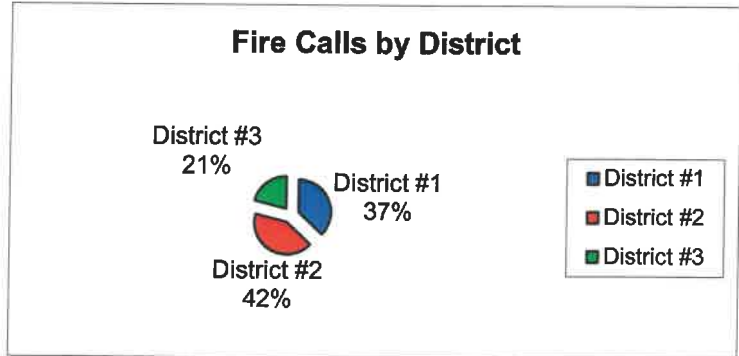
File Attachments for Item:

. Fire Department monthly report for March, 2021

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

Cumberland Fire Department Responded to 102 Fire Alarms:

Responses by District:	
District #1	37
District #2	42
District #3	21
Out of City	2
	<hr/> 102



Number of Alarms:	
First Alarms Answered	100
Working Alarms Answered	2
	<hr/> 102

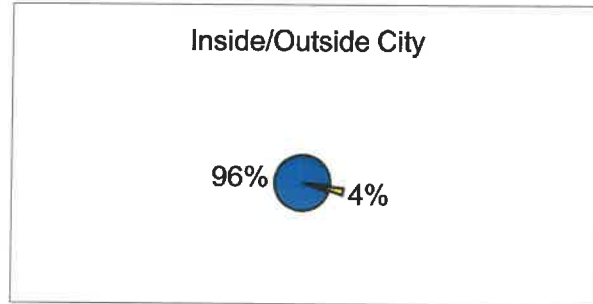
Calls Listed Below:	
Property Use:	
Public Assembly	1
Educational	1
Institutional	3
Residential	55
Mercantile, Business	6
Storage	1
Special Properties	35
	<hr/> 102

Type of Situation:	
Fire	14
Overpressure, Rupture	0
Rescue Calls	51
Hazardous Conditions	8
Service Calls	5
Good Intent Calls	13
False Calls	11
	<hr/> 102

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in March:	\$2,140.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	\$19,830.00
Fire Service Fees for Fire Calls Paid In March:	\$400.00
FY2021 Fire Service Fees Paid in FY2021:	\$5,400.00
Total Fire Service Fees Paid in FY2021:	\$6,400.00
Fire Service Fees for Inspections and Permits Billed in March:	\$200.00
Fire Service Fees for Inspections and Permits Paid in March:	\$150.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,500.00

Cumberland Fire Department Responded to 434 Emergency Medical Calls:

In City Calls	415
Out of City Calls	19
Total	<u>434</u>



Cumberland Fire Department Provided 4 Paramedic Assist Calls:

0 Paramedic Assist Calls within Allegany County	
4 Paramedic Assist Calls outside of Allegany County	
	<u>4</u>
Fort Ashby VFD, WV	2
Short Gap VFD, WV	1
Springfield Area Rescue, WV	1
	<u>4</u>

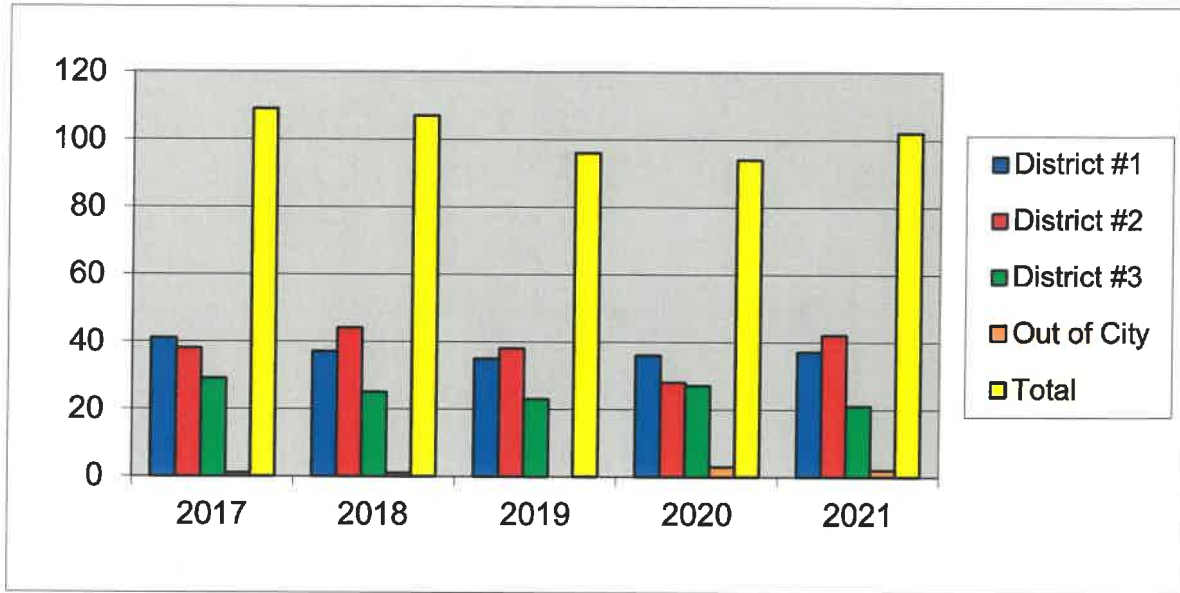
Cumberland Fire Department Provided 15 Mutual Aid Calls:

11 Mutual Aid Calls within Allegany County	
4 Mutual Aid Calls outside of Allegany County	
	<u>15</u>
Bowman's Addition VFD	3
Cresaptown VFD	6
District #16 VFD	1
Flintstone VFD	1
	<u>11</u>
Cumberland Valley EMS, PA	1
Ridgeley VFD, WV	3
	<u>4</u>

Total Ambulance Fees Billed by Medical Claim-Aid for March:	\$146,832.67
Ambulance Fees Billed Fiscal Year to Date:	\$1,090,670.47
Ambulance Fees Paid: Revenue Received in March:	\$125,614.66
FY2021 Ambulance Fees Paid in FY2021:	\$706,481.06
Total Ambulance Fees Paid in FY2021:	\$859,143.52
(All ambulance fees, current and previous fiscal years, paid in FY2021.)	

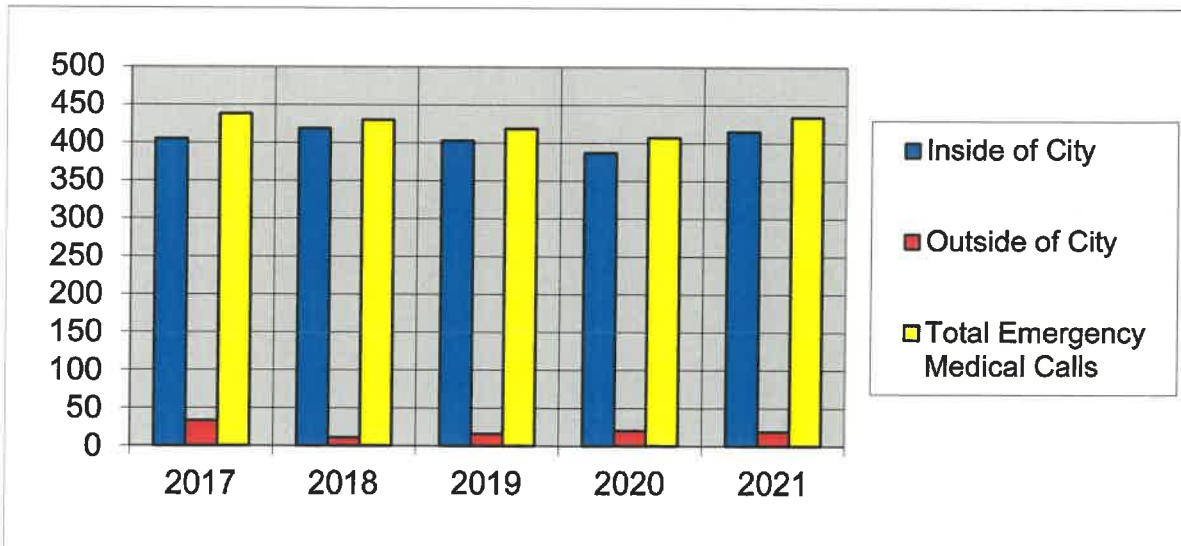
Fire Calls in the Month of March for a Five-Year Period

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
District #1	41	37	35	36	37
District #2	38	44	38	28	42
District #3	29	25	23	27	21
Out of City	<u>1</u>	<u>1</u>	<u>0</u>	<u>3</u>	<u>2</u>
Total	109	107	96	94	102



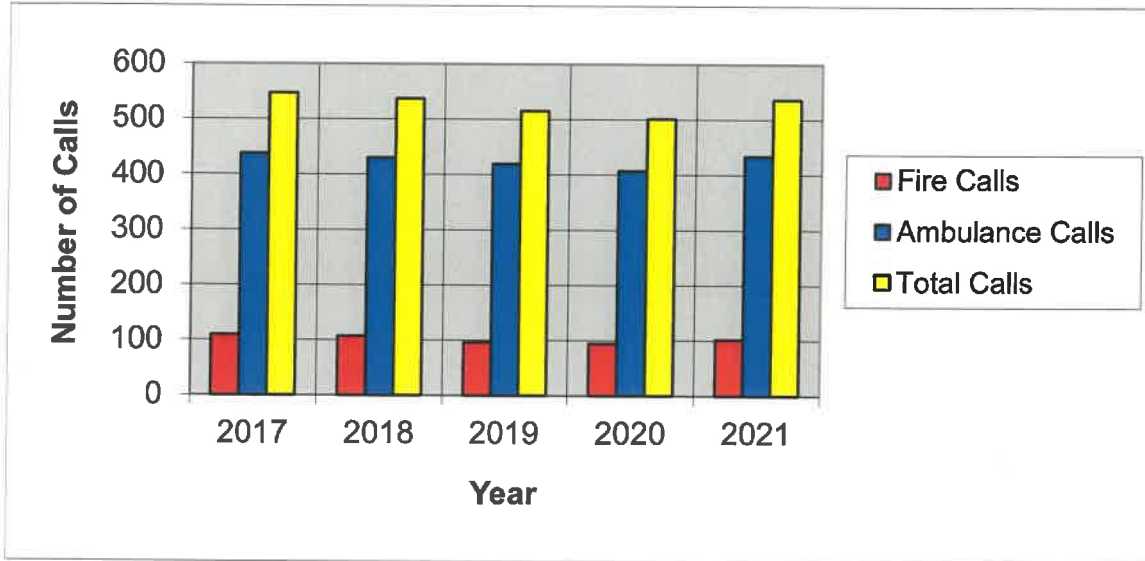
Ambulance Calls in the Month of March for a Five-Year Period

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Inside of City	405	419	403	387	415
Outside of City	<u>33</u>	<u>11</u>	<u>16</u>	<u>20</u>	<u>19</u>
Total Emergency Medical Calls	438	430	419	407	434



Fire and Ambulance Calls in the Month of March for a Five-Year Period

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Fire Calls	109	107	96	94	102
Ambulance Calls	438	430	419	407	434
Total Calls	547	537	515	501	536



Training:

Training Man Hours:	349.00	
Administrative Policy and Procedures		12.000
Duties and Responsibilities		10.000
Crew Meetings		20.250
Standard Operating Procedures		5.500
Hose Operations		27.500
Apparatus Check Procedures		112.000
SCBA Inspection and Care		11.000
Inservice Inspections		3.000
COVID-19 Protocol Updates		6.000
General Driver Training		3.000
Drug Box Inventory		12.000
Blood Borne Pathogens		1.000
Pediatric Emergencies		11.000
Emergency Response Guide		1.500
Communications Equipment		5.500
Strategic and Tactical Operations		30.000
Fire Officer I Class		6.000
Hose Lines		7.500
Hose Maintenance		24.750
Physical Fitness		11.000
May Day Procedures		5.500
Rescue Tools		12.000
Wildland Fires		11.000
		<hr/>
		349.000

Fire Prevention Bureau:

Investigations Conducted:	3
Inspections Performed:	4
Conferences Held:	42
Complaints Received:	1
Correspondence Written:	7
Plans Reviewed:	4

Personnel:

Firefighter/CRT Daniel Breeding resigned on March 20, 2021.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. Police Department monthly report for March, 2021



City of Cumberland Department of Police

Monthly Report
March 2021



City of Cumberland Department of Police

Monthly Report

March 2021

Part 1 Crimes for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Aggravated Assaults	4	5	B & E (All)	10	14	Murder	0	0	Rape	0	4
Robbery	4	2	Theft - Felony	3	1	Theft - Vehicle	1	3			

Selected Criminal Complaints for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Theft - Misdemeanor	18	13	Theft - Petty	32	26	Domestic Assaults	28	30	CDS	39	52
Disturbances	146	151	DOP/Vandalism	24	24	Indecent Exposure	1	4	Sex Off - Other	6	7
Suicide	0	0	Suicide - Attmp.	1	1	Tampering M/V	0	0	Abuse - Child	0	1
Trespassing	19	18	Assault on Police	4	3	Assault Other	22	30			

Selected Miscellenous Incidents for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Alcohol Volations	6	2	Juvenile Compl.	22	27	Missing Persons	5	3	School Resource	167	257
School Threat	0	0	Sex Off. Regist.	13	7	Truancy	0	18	Death Investigation	6	7

Selected Traffic Incidents for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
DWI	7	7	Hit & Run	15	18	M/V Crash	42	48	Traffic Stop	226	817

Selected Service Calls for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Alarms	56	47	Assist Motorist	16	39	Check Well-Being	106	107	Foot Patrol	48	160
Assist Other Agency	59	89	Bike Patrol	0	5	Special Events	4	5	Suspicious Activity	66	81

Current Incident Status for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Open	7	119	Arrest	236	298	Closed	1883	3201	Suspended	28	53

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

MARCH 2021

SWORN PERSONNEL: 51 SWON OFFICERS

Administration	6 officers
Squad D1	10 officers
Squad N1	9 officers
Squad D2	10 officers
Squad N2	8 officers
C3I/C3IN	5 officers
School Resource	1 officers
Academy	2 recruits

CIVILIAN EMPLOYEES: 6 full time, 10 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	1 part time
Safe Streets Coordinator	1 full time*
CPD Patrol Assistant	1 full time
CPD Crime Analyst	1 full time*
CPD Maintenance	1 part time
C3IN Office Associate	1 part time**
C3I Office Associate	1 part time**
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
Code Enforcement	3 part time

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 597 YEAR TO DATE (beginning 07/01/20): 6,408.50
COMP TIME USED: 2224.75 YEAR TO DATE (beginning 07/01/20): 1,891.25
SICK TIME USED: 163.25 YEAR TO DATE (beginning 07/01/20): 2,426.75

OVERTIME REPORT

OVERTIME WORKED: 146.75 YEAR TO DATE (beginning 07/01/20): 1,665
HOSPITAL SECURITY: 162 YEAR TO DATE (beginning 07/01/20): 1079
COURT TIME WORKED: 21 YEAR TO DATE (beginning 07/01/20): 498.5

File Attachments for Item:

. Utilities Division-Flood/Water/Sewer- monthly report for March, 2021

Watershed

Hauled wall block from BC Concrete to warehouse (several days)
 Worked at new dump site @ the park (3/1/21 - 3/16/21)(3/26/21)
 Dropped off & picked up #382 @ Oster Brothers - Inspection
 Removed plow from 307 & took to J&J for repairs
 Took Gavin for CDL test in Somerset (3 times)
 Hauled block form BC Concrete for street dept
 Assisted 304 crew with meter boxes
 Moved equipment from park
 Assisted 306 crew with tap on Marion St
 Worked on retaining wall at warehouse
 Hauled D5 from dam to park dump site
 Hauled John Deere tractor to Somerset for repairs
 Refueled D5 & tank on 379

Projects

Projects - Lee St mainline				21	21
GRAND TOTAL					1464

March 2021 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates
Check sewage regulators
Safety meeting
Clean fields
Flush syphons
Clean sewage regulators
Mower maintenance
Perform other maintenance work as required

SEWER BRANCH

Calls answered	14
Service lines opened	3
Owner's trouble	11
Traced lines/main	455
Mains Repairs/ Replace	11
Sewer taps installed/replaced	1
Cleaned catch basins	1
Cleanouts installed	1
Televised sewer mains	0 FEET
Televised sewer lines	0
Call outs/ overtime	6 callouts/ 13 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	4
Flushed mains	8,688 Feet
Gallons of water used	18,000 Gals.

608 Vac-con truck	6,000 Gals.
605 Flush truck	12,000 Gals.

Safety meeting

River Ave reset ring and cover
 30A S Mechanic st rebuilt storm basin
 733 Fayette St. installed new riser, ring and lid in sidewalk
 16 Locust St. lowered rig and lid used new ring and lid
 26 E. Elder St. repaired 6" sewer service line (NPL)
 Decatur St. behind Adams funeral home repaired 6" sewer service line. (NPL)
 Fulton St. repaired 6" sewer service line (NPL)
 702 Gephart Dr. installed C/O
 103 Decatur St. repaired sewer service line (NPL)
 Virginia Ave. repaired 12" storm line
 25 E Offutt St. repaired 3 sewer service lines (NPL)
 5 & 7 Decatur St. repaired sewer service line 8" and 6" (NPL)
 7 Fairmont Ave repaired 4" sewer service line (water)
 cleaned Mechanic St CSO
 807 Buckingham cleaned culvert
 cleaned sewage regulators (flood)
 vac and flushed siphons at Viaduct
 Hydro 5 sites water
 Hydro 3 sites sewer
 hydro 3 sites NPL

File Attachments for Item:

1. Approval of the Closed Session Minutes of March 23, 2021, the Work Session Minutes of March 30, 2021, and the Work Session Minutes of April 6, 2021

Mayor and City Council of Cumberland

Closed Session Minutes

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

Council Chambers

Tuesday, March 23, 2021, 4:40 p.m.

The Mayor and City Council convened in open session at 4:40 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (1), (7) & (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, to receive legal advice from the City Solicitor regarding the same issue, and to discuss applications for the City Administrator position.

MOTION: Motion to enter into Closed Session was made by Council Member Cioni, seconded by Council Member Frazier, and was passed on a vote of 5-0.

PRESENT: Raymond M. Morriss, President; Council Members Seth Bernard, Richard Cioni, Eugene Frazier, and Laurie Marchini

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Sherri L. Nicol, Assistant to the City Clerk; Robert Smith, City Engineer

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, March 30, 2021
4:30 p.m.

This meeting was held via Video-Conference

PRESENT: Raymond M. Morriss, President; Council Members: Seth Bernard, Richard Cioni, Eugene Frazier and Laurie Marchini.

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Marjorie Woodring, City Clerk; Robert Smith, City Engineer; Lee Borrer, Community Development Specialist; Jennifer Diercksen, Davenport & Company, LLC

I. AGENDA REVIEW – APRIL 6, 2021

Mr. Rhodes advised that Jennifer Diercksen from Davenport & Company, LLC was in attendance to provide comments on Resolution R2021-03 up for approval on the public agenda for April 6th. Mr. Rhodes quickly went through the wording of the revised resolution, emphasizing the last sentence advising that any such general obligation bonds will be sold by negotiated underwriting.

Ms. Diercksen provided an update on the City's bond sale and revised resolution, saying they had initially planned for a competitive public sale, and had set a date for the sale, which would allow bidders from various investment banks to sign up to submit bids with the lowest investment rate winning. She said, however, that due to volume in the market only two bidders signed up for the tax-exempt series, so they ended up moving it to today in hopes one other bidder would sign up, as they typically like to see three.

Ms. Diercksen advised that as of yesterday afternoon there were still only two bidders, so they called around to investment banks, and she noted that the problem was not the credit quality of the City. She said they could have done a competitive sale today, but there was no guarantee that the two bidders that had signed up would actually submit, so they recommended transitioning to a negotiated sale instead. She advised that underwriters from investment banks would submit their lowest interest rate bids. She added that in a negotiated sale the City would hire a specific underwriter that allows more flexibility in terms of timing the market. Ms. Diercksen stated that RW Baird was selected as the underwriter, and said the new bond sale date is set for April 15th.

Mayor Morriss asked Ms. Diercksen why she thought only the two companies were looking to bid – why not more? She replied that it was not a credit issue, that it was sort of an anomaly; maybe due to size, which she stated was under the normal threshold, and mentioned that it could have been due to other sales on the calendar, but said it really wasn't any specific reason. The Mayor asked if this could change the rates to better in the City's favor, or possibly higher than anticipated. Ms. Diercksen advised that she didn't think it would be higher, and stated they were kind of conservative in their numbers. She added that in talking with the underwriter, she thinks they will give fair rates, and said they will make sure the City gets the best deal possible.

Mr. Rhodes stated that the City has done negotiated sales in the past, and isn't new in any sense of the word. Ms. Diercksen, concurred, saying that in both the 2013 and 2017 issuances, the City did negotiated sales.

Mayor Morriss reviewed the reports, minutes, and proclamations of the agenda, and Mr. Rhodes advised that Lee Borrer was in attendance to go over the public hearing for proposed projects for the CDBG 2021 Annual Action Plan.

Ms. Borrer advised that the public hearing presentation will include three different pots of funding, and said for the hearing on Tuesday she will provide an overview of the process for the 2021 Annual Action Plan regular funding, and will also discuss surplus funds from FY2019 CDBG, as well as the third round of Cares Act funding. She advised that applications they receive can be used for any of the three pots of funding. She added that the overview would include projects on each list, public comment, and public hearing notification.

Mr. Cohen provided background on Ordinance No. 3885, granting Shenandoah Cable Television, LLC (Shentel) the non-exclusive right to use the City's public rights-of-way to deliver high-speed internet service to FSU. He advised that the agreement allows the line to go to FSU running through the City on utility poles, not underground. He said in exchange, the City will be getting the use of 12 fibers for traffic lights with cameras, and added that the value is fairly significant. Mr. Cohen added on a side note, Shentel provides telecom services and said it's conceivable that at a later date the company may want to locate service to the City, which would give Cumberland another cable and internet provider.

Mr. Smith advised on the route through the City that Shentel is using, and said that they negotiated how many strands of fiber they could get, and had consulted with the IT Department and the Police Department. He advised there are a lot of benefits, and said it's been a good partnership so far. He also stated that if the company needs to go underground in the future, they will get permits through Engineering, and added that Shentel hopes to expand.

Mr. Rhodes reviewed the 10 Orders in the Consent Agenda:

Order 26,758, accepting the bid from Carl Belt, Inc. for Koon Dam Concrete Repairs (11-20-WFP) in the estimated lump sum of \$571,330.00, for necessary repairs at the dam structure.

Mr. Smith advised that the dam is an old structure, and well beyond the need for some care. He stated that it's inspected with the Federal Bridge Program through the state of PA, with repairs done on the City's dime. He advised that they've had to do 3 phases of emergency sidewalk repair, and said this will replace the remainder of the sidewalk and part of the dam structure, which will extend the useful life of this asset.

Order 26,759, accepting the bid from Carl Belt, Inc. for the Flood Control System concrete repairs (01-13-FPM) in the estimated lump sum of \$148,650.00 for repairing or replacing existing concrete structures related to the Flood Control System in Cumberland and Ridgeley, with the work occurring across 6 locations of the City.

Mr. Smith advised that the system is in need of some repairs, and stated that they received a grant for \$188K, with a 25% match required. He advised that these repairs will be in 2 phases, with this being the first, and the second occurring in Ridgeley at the scenic railroad yard. Mr. Smith added that they have had discussions with MDE to do additional work to exhaust the grant funds, and stated that the work will probably begin around July of this year.

Order 26,770, authorizing the execution of a letter of agreement with Verizon Maryland, LLC for renewal of their lease of 3 parking spaces in the George Street Garage at a cost of \$75/each per month, with the option to renew for 1 additional year.

Mr. Rhodes advised that this is an ongoing year-to-year parking lease with Verizon.

Order 26,771, approving an amendment to the 2020 CDBG Annual Plan to allocate CDBG CARES Act Funds in the amount of \$113,160.00 to the Allegany Youth Enrichment Program, and \$6,750.00 to the YMCA Transitional Homeless Sanitizer Project.

Ms. Borrer advised that this Order approves 2 projects, and said the comment period will end on April 6th, with no comments being received to date. She said she will notify M&CC when those funds are to be allocated to those agencies.

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Mr. Cohen advised that an important part of the City's water resources are located in PA, and said this law firm has helped in the past with regulatory matters, and is willing to continue to help the City and the ECWC in the future.

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Mr. Smith explained that this is really just an administrative item, and said that the way the MDE works their contracts, you can't have unused items at the end of it.

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Mr. Smith advised that this job is primarily to address the Linderville Outfall, which is the sewer line that run along Willowbrook Road and run parallel with Messick Road. He stated that this is an area with tree root intrusion into the lines, and said the Sewer Department had been working with finding other providers of this service, when it finally became an emergency with more backup that goes to the Evitts Creek Pump Station. He added that the not-to-exceed cost is based on the charge per foot of pipe that is cleaned out.

Order 26,775, authorizing execution of a Facility Encroachment Agreement with CSX for an area near the Gene Mason Sports Complex, related to the 78" Parallel Pipeline project (19-16-S).

Order 26,776, authorizing execution of a Facility Encroachment Agreement with CSX for an area near the CSX Bridge near the WMSR, related to the 78" Parallel Pipeline project (19-16-S).

Mr. Smith said both of these orders are essentially the same, and stated that they permit the City to locate the pipeline in property controlled by CSX. He added that this type of agreement is very typical when going underneath the railroad with pipeline.

Order 26,777, authorizing execution of a Grant Agreement between the DDC and the MD Department of Housing and Community Development (DHCD) for the receipt of \$55,461.00 through

the DHCD Maryland Strong Economic Recovery Initiative, to be used to award Covid relief funds to downtown businesses.

Mr. Rhodes advised that the DDC pursued this funding which will be used to help 25 businesses downtown with grants, and added that the money can be spent on rent, mortgage, utilities, payroll, and any other Covid-related matters.

II. DISCUSSION OF POSSIBLE USES FOR AMERICAN RESCUE PLAN ACT OF 2021 FUNDING

Mayor Morriss advised that Mr. Rhodes had a meeting with the County and Frostburg about what can and can't be done with this funding. He stated that there's a limited time frame, and said the City wants to make sure it gets the biggest bang for its buck. He added that they need to get some good projects in mind.

Mr. Rhodes talked about his roundtable discussion at the County today, along with Ken Tressler and Mark Gandolfi, and advised that most of the funding will have to be spent on infrastructure, broadband, or Covid relief. He said there are a number of high-dollar public infrastructure projects that are eligible, but said he doesn't believe bridge work is eligible. Mr. Rhodes stated that could change, though, when they get further definition. He added that economic development seems to be a "no", unless it pertains to helping entities with Covid-related difficulties.

Mr. Rhodes advised that tourism was emphasized, and mentioned the River Walk project. He said he believes they may be able to grant funds to tourism-related organizations, for example, assisting the WMSR in its reopening. He also mentioned the Virginia Avenue waterline project, which would likely be eligible. Mr. Rhodes advised that they are hoping to see some guidance from the treasury within the first two weeks of April, and said Cumberland's cut will be a little over \$20M. He added that he thinks the City is in a good position because of the number of infrastructure projects that are either underway, or that are in the planning stages. He said they may be able to fund those instead of borrowing, which could keep the water and sewer rates down. Mr. Rhodes stated that he heard cities should be bold in their thinking, but don't stretch too far, because you don't want to have to end of paying the money back.

Mr. Smith advised that the City actually has two 12" water lines running parallel that support the southern end of town. He said the City does have a capital improvement program, advised that there are plenty of projects that fit the bill, and said there may be others once they get to see the criteria. Mr. Smith noted that there is a time-table tied to the funds, and advised that it has to be spent by December 2024.

In answer to a question from the Mayor, Mr. Rhodes advised that it would be very easy to use some of the funds for water and sewer line work on the Baltimore Street project, which could help divert funds to other parts of the project that are not eligible. Mayor Morriss expressed regret that the River Park wasn't closer to construction, to be able to use some of the funds, but Mr. Rhodes said to keep in mind that the other half of the money won't be issued until later in 2024.

Mr. Smith advised that the Engineering Department is monitoring the project budget, and said that Contract Officer Derrik Grimm will get an updated cost to submit to SHA within the next week or two. He added that they understand funding sources and can find gaps, and said in light of this conversation; water, sewer, and broadband are being paid for by grants. He also suggested to M&CC to focus more on the water/sewer side when talking about infrastructure projects, unless they can find a partner like MD Broadband Co-op, or Shentel. He said broadband is a little bit harder discussion because you have to find someone to service it.

There was discussion on passing funds on to non-profits. Mr. Rhodes explained that you have to look at the underlying services they want to impact, and said additional guidelines will be forthcoming. Mr. Smith discussed funding for the underground construction of the Baltimore Street project, and said TAP doesn't cover all of it, that it basically covers the elements that create the road, the bike lane, and portions of the sidewalk, adding that it's based on percentages that were favorably give to the City by MDOT. He advised that they know what their allocations can be spent on, and said that it really depends on how the bids come back as to how they can use funds, and how the City needs to fill the gaps. He added that water, sewer, and broadband are not covered by federal money, so this may be a good use for the Recovery Act funds.

There was more discussion on Canal Place and the River Park project. Mr. Smith stated that he had a conversation recently with the Corp regarding the re-watering project, through Trone's office, on trying to figure out how to get that project kick-started on the federal side. He advised that he gave a long list, at Mr. Rhodes' direction, to all their federal delegates to acquire support. He added that they need all these pieces to come together, but it would be a good use of the funds. Mr. Rhodes noted that he found out it doesn't appear that paving can be done with the funds unless there is replacement of utility lines in the streets.

Mayor Morriss stated that this meeting has shown some good initial brainstorming, and said now there is a need to prioritize, look at guidelines when they're available, and spend the money wisely to get these projects underway.

III. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:40 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, April 6, 2021
4:30 p.m.

This meeting was held via Video-Conference

PRESENT: Raymond M. Morriss, President; Council Members: Richard Cioni, Eugene Frazier and Laurie Marchini. Seth Bernard was absent.

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Marjorie Woodring, City Clerk; Ken Tressler, Director of Administrative Services; Police Chief Chuck Ternent; Robert Smith, City Engineer; Lee Borrer, Community Development Specialist; Melinda Kelleher, Downtown Manager

I. AGENDA REVIEW – APRIL 6, 2021

Mayor Morriss reviewed the items on the Agenda for tonight's Regular Public Session. He advised that there are two proclamations: Fair Housing Month – April, and Day of Civility – April 8th. He also reviewed the Reports and Minutes up for approval, and called for any questions or comments. The Mayor advised that as Ms. Borrer was not available at the moment, he would come back later to the review of the CDBG Public Hearing on the Agenda tonight.

Mr. Rhodes reviewed **Resolution R2021-03**, which was discussed at the March 30th meeting, saying it will accomplish two things: It will provide debt funding needed for the FY21 budget, as well as refinance four other debt issues the City already has, and he advised that it saves a considerable amount of money. He said the key thing is that this will be a negotiated underwriting, which was recommended by the City's investment advisers to protect its interests.

Mr. Tressler advised that there will be about a \$1.5M savings for the City, which will mostly be recognized in the first three years. He stated that the last time the City did a bond refunding was in 2017, and it was also a negotiated rate, with M&T.

Mr. Rhodes reviewed **Ordinance No. 3885**, which will grant Shenandoah Cable Television, LLC the non-exclusive right to use the City's public rights-of-way for the delivery of high-speed internet service to FSU, and explained the route the fiber will take. Mr. Smith advised that in exchange, the City will get access to twelve strands of fiber at six locations for cameras for the CPD, and potentially for traffic control.

Mr. Rhodes reviewed the Orders on the Consent Agenda:

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Mr. Smith advised that the dam is an old structure, and well beyond the need for some care. He stated that it's inspected with the Federal Bridge Program through the state of PA, with repairs done on the City's dime. He advised that they've had to do 3 phases of emergency sidewalk repair, and said this will replace the remainder of the sidewalk and part of the dam structure, which will extend the useful life of this asset.

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Mr. Rhodes advised that the DDC pursued this funding which will be used to help 25 businesses downtown with grants, and added that the money can be spent on rent, mortgage, utilities, payroll, and any other Covid-related matters.

Order 26,778, authorizing execution of an Arts and Entertainment Districts Operating Support Letter of Agreement for the period July 1, 2021 – June 30, 2022.

Mr. Rhodes advised that this is something the City does from time to time, that lets the state know that the City is on board with the Arts & Entertainment district and is supportive of that effort.

Councilwoman Marchini advised that the DDC funds for the businesses downtown were received by everyone that applied, and stated that they were relatively small amounts, that could go toward rent, mortgage, payroll, etc.

Mr. Borrer discussed the CDBG public hearing, advising that it will be a bit different this year as there will be an amendment to an older plan, and the CARES Act funds will be on the same slate. In answer to a question from Council, Ms. Borrer stated that the funding for the AYPES program will not cover everything. She said that from a list of everything they wanted to do to the property, they pared it down to what was needed right now to actually open and provide programs. She stated that this funding will get them underway.

Downtown Manager Melinda Kelleher discussed the DDC grant agreement for \$55,461 for awards for 25 businesses downtown. She said she’s hoping they receive the money by the end of the week, and said she will hand-deliver the checks.

II. ADJOURNMENT

With no further business at hand, the meeting adjourned at 4:50 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

File Attachments for Item:

1. Ordinance No. 3885 (*2nd and 3rd readings*) - granting Shenandoah Cable Television, LLC the non-exclusive right to use the city's public rights-of-way for the delivery of high-speed internet service to Frostburg State University in exchange for the City's use of 12 strands of fiber for the connection of traffic signals and traffic cameras

ORDINANCE NO. 3885

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE GRANTING SHENANDOAH CABLE TELEVISION, LLC THE NON-EXCLUSIVE RIGHT, PURSUANT TO THE TERMS OF A NON-EXCLUSIVE PUBLIC RIGHTS-OF-WAY ACCESS AGREEMENT, TO USE THE PUBLIC RIGHTS-OF-WAY OF THE CITY FOR ITS POLES, WIRES, CONDUITS, CABLES AND APPURTENANT FACILITIES FOR THE DELIVERY OF HIGH-SPEED INTERNET SERVICE TO FROSTBURG STATE UNIVERSITY."

WHEREAS, pursuant to Section 5-204(d) of the Local Government Article of the Maryland Annotated Code and Section 125 of the City Charter, the City is authorized to grant nonexclusive rights for the use of its public rights-of-way.

WHEREAS, Shenandoah Cable Television, LLC ("Shenandoah") desires to construct, install and maintain fiber optic network facilities for the delivery of high-speed internet service to the University System of Maryland at Frostburg State University; and

WHEREAS, Shenandoah requires non-exclusive rights in the City's public rights-of-way for its poles, wires, conduits, cables and appurtenant facilities in order to deliver the aforesaid internet service.

NOW THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council pass this Ordinance for the purposes set forth above and, accordingly, the Mayor is hereby authorized to execute the Non-Exclusive Public Rights-of-Way Access Agreement attached hereto on the City's behalf.

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect on the date of its passage.

Passed this ____ day of April, 2021.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

THIS NON-EXCLUSIVE PUBLIC RIGHTS OF WAY ACCESS AGREEMENT (“Agreement”) is made this ___ day of _____, 2021, by and between Mayor and City Council of Cumberland (the “City”), a Maryland municipal corporation, and Shenandoah Cable Television, LLC (“Shenandoah”), a Virginia limited liability company.

RECITALS

WHEREAS, Shenandoah intends to construct, install and maintain certain Facilities (as defined below) within the City’s rights-of-way to enable it to provide high speed internet services to the University System of Maryland at Frostburg State University;

WHEREAS, these lines are not intended to and shall not be used for any other purpose other than fiber optic network facilities as described herein;

WHEREAS, pursuant to Section 5-204(d) of the Local Government Article of the Maryland Annotated Code and Section 125 of the Charter of the City, it is authorized to grant nonexclusive rights for the use of its below-defined PROWs; and

WHEREAS, this Agreement sets forth the terms and conditions for Shenandoah’s use of the City’s rights-of-way.

WITNESSETH

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, the receipt and sufficiency of which are acknowledged by the parties hereto, they agree to the following:

1. **Recitals**. The Recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement.

2. **Definitions**. The following words, terms and phrases, as used in this Agreement have the meanings set forth below, except where the context clearly indicates a different meaning:

2.1. **“Affiliate”** means any person or legal entity who/which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with Shenandoah.

2.2. **“Applicable Law”** means any local (municipal), state or federal legislative, judicial, or administrative order, certificate, decision, statute, constitution, ordinance, resolution, law, regulation, rule, tariff, guideline, or other requirement, as amended, now in effect or subsequently enacted or issued during the term of this Agreement.

- 2.3. "**Facilities**" means fiber optic network facilities, including fiber optic cables, conduits, splice boxes, poles, cabinets, handholes, equipment, surface location markers, appurtenances, and related facilities located or to be located by Shenandoah in the PROW's.
- 2.4. "**Interference**" means the interference described in Section 4 of hereinafter.
- 2.5. "**IRU**" means the indefeasible right of use of the Strands Shenandoah is granting the City under the terms of this Agreement, the said use being exclusive and irrevocable for so long as the Facilities remain in the PROWs.
- 2.6. "**PROWs**" means public rights-of way which include the surface of and space above and below any public right-of-way (including, highways, roads, streets, lanes, alleys, paths, curbs and sidewalks) now or hereafter held by the City for the purpose of public travel. The term PROW's applies exclusively to those public-rights of way which are shown to constitute the pathway for Shenandoah's fiber optic line as shown in the drawings attached hereto and incorporated by reference herein as **Exhibit A** or as are signed and approved by the City Engineer and City Administrator.
- 2.7. "**Strands**" means the twelve (12) strands of fiber optic cable in the fiber optic network in the Facilities the indefeasible right of use of which Shenandoah is granting the City under the terms of this Agreement.
- 2.8. "**Term**" means the initial term together with renewal term(s), if any, described in **Section 7** hereinafter.

3. **Grant of Access.**

3.1. **Only Nonexclusive Rights Granted.** Subject to the terms of this Agreement, the City hereby grants Shenandoah the **nonexclusive** right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace Facilities within the PROWs of the City. It also grants Shenandoah the right of ingress and egress to and from such PROWs over and across the adjacent properties of the City as Shenandoah may need to exercise its rights under this Agreement. All rights the City grants Shenandoah under the terms of this Agreement are nonexclusive.

3.2. **Rights Not Granted.**

- (i) This Agreement does not affect the grant of a fee simple interest in any lands owned by the City.
- (ii) Nothing in this Agreement confers any right on Shenandoah to enter onto or to

traverse any other lands within the City.

- (iii) The City makes no representations, warranties or guarantees that its interest in or right to control any rights-of-way to which it does not hold title by fee simple conveyance is sufficient to permit Shenandoah to use of the same. Shenandoah shall gain only those rights to those rights-of-way which are within the City's power to convey.
- (iv) Shenandoah and its Affiliates may not use any PROW's or other City property for any purpose other than those expressly set forth herein. No implied permission or authority is granted under the terms of this Agreement. Specifically, but without any limitation as to the preceding two (2) sentences, this Agreement does not grant Shenandoah the right use PROWs to conduct business as an internet, cable television or telecommunications service provider inside the City or to conduct any business in association with the provision of such services. Unless the parties agree otherwise, an agreement relative to the provision of internet service inside the City shall be established as an amendment to this Agreement and agreements relative to cable television and telecommunications shall be set forth as separate stand-alone agreements. The terms of this Section 3.2 shall not be interpreted to require Shenandoah to provide internet, cable television or telecommunications service in the City or to require the City to enter into agreements relative to such services; rather, it is intended to set forth the format in which such agreements shall be made.

3.3. Only Subordinate Rights Granted. This Agreement is made subject and subordinate to the prior and continuing rights of the City to use PROW's as streets and roadways and for the purpose of laying, installing, maintaining, repairing, protecting, replacing and removing sanitary sewers, water mains, storm drains, gas mains, poles, public utilities and for other municipal uses together and with rights of ingress and egress, along, over, across and in said PROWs.

4. No Interference.

4.1. Generally. That in the performance and exercise of its rights and obligations under this Agreement, Shenandoah shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, storm sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, television cables, and other telecommunications utilities and City property without the approval of the owner(s) of the affected property or properties. The City reserves the right to establish by ordinance or resolution, and Shenandoah hereby agrees to comply with, any reasonable regulation for the convenience, safety, and protection of its citizens as now in effect or as may be adopted in the future, including, without limitation, requiring substitution of underground cable for overhead

cable or vice-versa, or requiring transfer of cable from the front or rear of property.

- 4.2. **Poles.** All poles erected by Shenandoah shall be neat and symmetrical, and shall, together with fixtures thereon and the appurtenance thereto, be located so as not to interfere with the safety or convenience of persons traveling on or over the City's streets, alleys, highways, and other public places.
- 4.3. **Streets.** In the installation and maintenance of any underground system, Shenandoah shall not open or encumber more of any street, alley, highway, or other public place than will be necessary to enable it to perform the work.

5. **Location of Facilities.** The path the Facilities will follow are shown on the **Exhibit A** attached hereto and made a part hereof. Any changes in this path shall be set forth in an amended Exhibit A which shall be subject to the approval of and signed by the City Engineer and City Administrator and appended to this Agreement. Said approval shall not be unreasonably withheld or delayed.

6. **Mandatory Relocation/Repair of Facilities.**

- 6.1. **Generally.** As requested by the City, Shenandoah shall relocate Facilities (i) for the reasonable convenience of the City or (ii) when made necessary by any lawful change of grade, alignment, or width of any street, including the construction, maintenance, or operation of any underground subway or viaduct by the City and/or the construction, maintenance, or operation of any other of the City underground or above-ground facilities or any of the City's capital improvement projects. The City may not require Shenandoah to relocate the Facilities unless other similarly situated utilities are required to do the same. Utilities the City lacks the authority to compel are not similarly situated to Shenandoah. Shenandoah shall complete the relocation of its Facilities as expeditiously as circumstances allow. All costs for the work described in this Section 6 shall be borne by Shenandoah. Any of the changes referenced herein shall be set forth in an amended Exhibit A which shall be subject to the approval of and signed by the City Engineer and City Administrator and appended to this Agreement. Said approval shall not be unreasonably withheld or delayed.
- 6.2. **Aerial Attachments.** In addition to all other requirements set forth in this section, for aerial attachments, Shenandoah shall cooperate with the pole owner(s) to perform such relocation.
- 6.3. **Improperly Installed Facilities.** If, at any time, it is discovered or determined that Shenandoah improperly installed Facilities in the manner required by this Agreement, Applicable Law or the City's construction requirements (including: standards and specifications for construction, policies and guidelines enacted by the City, and the

conditions of permits that may be issued), Shenandoah shall repair and, to the extent required, relocate those portions of the improperly installed Facilities as expeditiously as practicable.

6.4. Standards for Performance of Relocation & Repair Work. All relocation and repair work and any other work Shenandoah performs under the terms of this Agreement shall be performed in accordance with Applicable Law and the construction requirements of the City (including: standards and specifications for construction, policies and guidelines enacted by the City, and the conditions of permits that may be issued) to the reasonable satisfaction of the City Engineer or his/her authorized representative(s). The City Engineer's review will be for the benefit of the City exclusively and it shall not be a substitute for any permits or approvals described in **Section 8** hereinafter.

7. Term. The initial term of this Agreement shall commence on its effective date as set forth herein and shall expire five (5) years hence. Unless either party gives ninety (90) days' written notice of its intention to terminate this Agreement prior to the end of the initial term or any renewal term, the Agreement shall thereafter automatically renew and continue on an annual basis from year-to-year. Notwithstanding anything herein to the contrary, either party may terminate this Agreement upon 30 days' written notice upon the other party's material breach of a term, unless such breach has been cured during such 30 day period. Otherwise, either party may terminate this Agreement for any reason or no reason at all, by providing the other party with ninety (90) days' advance written notice thereof. Upon the termination or expiration of this Agreement, Shenandoah shall be prohibited from further accessing or utilizing the PROWs and shall remove its above-ground Facilities from the PROWs. It shall also remove its in-ground fiber leaving behind any conduits, which conduits shall become the City's property. It must also remove such Facilities as requested by the City.

8. Permits. Shenandoah shall be solely responsible for obtaining any and all approvals and permits required under Applicable Law or by private parties to the extent that its operations affect any of them. As required by Applicable Law, Shenandoah shall apply for permits for all work it intends to perform within the PROWs, and it shall comply with all of the terms and conditions of said permits. Notwithstanding anything herein to the contrary, the City's rights with respect to the processing of permits are not restricted or limited by the terms of this Agreement.

9. Undergrounding of Facilities. Shenandoah shall place its Facilities underground if required by the City, Applicable Law or as a matter of necessity for Shenandoah.

10. Restoration of PROWs. After the removal, relocation, or construction of the Facilities, Shenandoah shall, at its own cost, repair, and return the PROWs to the same or better condition than that which existed before such removal, relocation, or construction. All work shall be completed in accordance with the Ordinances, construction requirements of the City (including: standards and specifications for construction, policies and guidelines enacted by the City, and the conditions of

permits that may be issued), to the satisfaction of the City Engineer or his/her authorized representative or representatives, and in accordance with Applicable Law. Shenandoah shall be responsible for damage to the City's streets, existing utilities, curbs, gutters, and sidewalks due to its installation, maintenance, repair, or removal of its Facilities in PROWs, and shall repair, replace, and restore in kind to the satisfaction of the City Engineer or his authorized representative or representatives, the said damaged property at its sole expense. If Shenandoah fails to restore PROWs after twenty (20) days' notice from the City, the City may repair such portions of the PROWs that may have been disturbed by Shenandoah and Shenandoah shall reimburse the City for those costs. If the City performs this work on its own, Shenandoah's reimbursement obligations shall include the salaries of the staff performing the work, the costs of payroll taxes for those employees which are paid by the City, the cost of those employees' benefits, and the costs of all City equipment used (at rates that would have been charged had they been rented) the costs of all equipment rented, and the costs of all materials.

11. Manner of Construction. The construction, installation, operation, maintenance, and removal of the Facilities shall be accomplished without cost or expense to the City and in such a manner so as not to endanger persons or property, or unreasonably obstruct travel on any road, walk or, other access thereon within the PROWs. A its own expense, Shenandoah shall be responsible for retaining the services of a third-party inspector reasonably acceptable to the City for the purpose of providing inspections of all construction and installation of the Facilities and the restoration of PROWs to ensure that their employees and/or contractors are in compliance with Applicable Law and the construction requirements of the City (including: standards and specifications for construction, policies and guidelines enacted by the City, and the conditions of permits that may be issued), to the satisfaction of the City Engineer or his authorized representative or representatives, and in accordance with other appropriate county, state and federal regulations. Inspections shall be conducted upon the completion of the work and at such other times as may be required by the City. The reports of inspectors shall be submitted to the City promptly upon their completion. Notwithstanding the foregoing, the City reserves the right to inspect or retain a third-party inspector to conduct the inspections required hereunder. all construction to ensure compliance and for the protection of its facilities. If it is determined that Shenandoah is not in compliance, or has caused damage to City property, then the City may elect to provide part-time or full-time inspection of the construction and restoration, with its own personnel or by hiring a third party, and all costs and expenses of the inspections shall be the responsibility of Shenandoah. If the City performs the inspections on its own, Shenandoah's reimbursement obligations shall include the salaries of the staff performing the work, the costs of payroll taxes for those employees which are paid by the City, and the cost of those employees' benefits.

12. Reservation of Police Powers. The City reserves the right, by ordinance, resolution or otherwise, to establish and enforce any reasonable regulations for the convenience, safety, and protection of its inhabitants under its police powers. The rights herein reserved are subject to the exercise of such police powers as the same now are, or may hereafter be, conferred upon the City. Without limitation as to the generality of the foregoing, the City reserves the full scope of its power

to require, by ordinance, substitution of underground service for overhead service and vice-versa, or the transfer of overhead service from the front to the rear of property whenever reasonable in all areas in the City.

13. Condition of Facilities. That Shenandoah will maintain the Facilities in good repair and maintenance, operating condition and safe condition, throughout the term of this Agreement.

14. Use of Poles.

14.1. Shenandoah's Poles. Shenandoah shall, on demand, during the life of this Agreement, where available, provide space on each pole, if any, owned by Shenandoah, on which the City may desire to attach its own network facilities and telecommunications facilities which facilities, shall be limited to use by the City for fire, police and/or emergency services, but without cost to the City. Should existing space not readily be available, the City would reimburse Shenandoah for actual material and labor costs to make the desired space available to the City. All such use of Shenandoah's facilities by the City shall be in accordance with the National Electric Code, National Electric Safety Code, and other federal and state regulations. Prior approval by Shenandoah is required before the City utilizes any of the Facilities. All material and labor used for any approved attachments and/or use must have prior approval from Shenandoah. The requirements of this section shall not extend to conduit, poles, or fixtures used by Shenandoah but owned by others. To the extent allowable by Applicable Law, the City agrees to indemnify and hold harmless Shenandoah, its officers, employees, and agents from, and against, any and all claims, demands, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, arising exclusively out of the City's use of Shenandoah's conduit, poles, or fixtures.

14.2. Utility Companies' Poles. Shenandoah shall provide reasonable assistance to the City, to secure utility companies' permission for the attachment of the City's video equipment and related equipment on poles where Shenandoah's facilities are located. If that is not possible, then Shenandoah shall assist the City in finding alternative connection points and shall provide the City with access to the fiber optic network all at Shenandoah's cost.

15. Preservation of Trees. That in placing or maintaining its structures, upon and along the streets, alleys, and/or public places of the City or otherwise, Shenandoah shall not injure, or in any manner, cut or trim the trees, branches of trees along and in such streets, alleys, and/or public places without the previous permission of the City Administrator or his/her designee. All such trimmings shall be performed in a safe and orderly manner and, to the extent practicable for the proper maintenance and use of Shenandoah's lines or other Facilities, in compliance with the guidelines set forth in the City of Cumberland Code and any other Applicable Law. At its cost, Shenandoah shall be responsible for the removal of the trimmings. Said trimmings shall be removed before Shenandoah

performs any other work.

16. Facilities Map. Shenandoah shall maintain an accurate map showing the as-built location and depth of its Facilities. As-built drawings of any new construction of Facilities shall be furnished to the City within sixty (60) days of the completion of such construction. The obligation to produce as-built drawings must be met, regardless of whether the City makes such a request. Said map shall be provided in a format mutually agreed upon by the parties, which may include an acceptable GIS format. As-built information shall include but not be limited to, horizontal locations, vertical locations (especially for underground), size and type. The as-built drawings shall be completed in accordance with City standards, as amended from time-to-time. Shenandoah shall be responsible for obtaining a list of the requirements in advance of preparing its as-builts for the initial and any follow-up construction of Facilities.

17. Costs in Processing this Agreement. Shenandoah shall pay the City's reasonable attorneys' fees that were incurred in the negotiation and drafting of the terms of this Agreement and any amendment to its terms, said sums to be paid upon the execution of this Agreement and from time-to-time thereafter as amendments to its terms are made.

18. Strands of Fiber Optic Cable as Consideration. In consideration of the rights granted under the terms of this Agreement, at the time the Facilities are constructed, Shenandoah will provide the City with the IRU of the Strands for the use of the City, as described below. The Strands shall be provided to the City without cost. Shenandoah is providing the City with the IRU of the Strands which are described in this section in lieu of paying a franchise fee and/or any annual fees the City might charge.

18.1. Granting of Strands. Shenandoah has (or will have constructed by August 1, 2021) a fiber optic network that permits the connection of the following Facilities along the constructed path as listed in the **Exhibit 2** attached hereto and made part hereof: six (6) splice (connection) points for the connection of traffic signals and traffic cameras, as more particularly described on **Exhibit 2**, which is incorporated by reference into the terms of this Agreement. Shenandoah shall provide the City with the IRU of the Strands at not less than six (6) locations (as shown on **the Exhibit 3** attached hereto and made a part hereof), using the twelve (12) strands of fibers. The Strands shall be of the same quality of the other strands composing Shenandoah's fiber optic network in the City and shall be compatible with Shenandoah's network to the maximum extent commercially feasible. Shenandoah shall continue to provide the City with the IRU of the Strands for the term of this Agreement. This IRU of Shenandoah's fiber optic network does not convey ownership or legal title to Shenandoah's network or Facilities. The terms and provisions of this section shall not be interpreted to limit the City's use of the Strands beyond the limitations set forth elsewhere in this Agreement.

18.2. Fiber Handoff. Shenandoah and the City will work toward mutually agreeable timing,

and other business terms for fiber handoff details including the following: all connecting points will be placed at splice points; the work to effect the connections will be performed by Shenandoah; Shenandoah will provide the City with reasonable access to connecting points at all times on a twenty-four (24) hours per day/ seven (7) days per week basis; Shenandoah will provide its own fiber from the connecting points to the City's equipment based on an evaluation of shared costs.

18.3. Exclusivity as to Use of Fibers. The Strands are being provided to the City for its exclusive use. The City shall not use any duct or the Strands to provide telecommunications services for hire, sale or resale to the public or to any third party.

18.4. Fiber Maintenance & Repair. Shenandoah will be responsible for all maintenance, repairs and alteration of the fiber optic network described in this section during the term of this Agreement, including the Strands. Such repairs shall be performed promptly (as a high priority matter) and in a good and workmanlike manner. It shall notify the City of the start date and time for the performance of the work sufficiently in advance of its commencement so that the City can take such measures (at Shenandoah's expense), beyond those Shenandoah may be permitted to supply, as are necessary to protect the public while the work is ongoing. Shenandoah's failure to complete repairs affecting the City's use of the Strands within forty-eight (48) hours of notice of the need therefor shall constitute a default under the terms of this Agreement unless such failure is caused by an event or circumstance reasonably beyond the control of Shenandoah. Shenandoah shall endeavor to resolve the event or circumstance as quickly as possible. The City may not perform any maintenance, repairs or alterations to the Facilities except the event it is given written authorization to do so.

18.5. City's Work on Streets. The City shall use its best efforts to provide Shenandoah with notice and the opportunity to install additional fibers and/or conduit and related Facilities, including, but not limited to vaults, handholds and pole vaults, any time the City's streets are trenched or bored, subject to the terms of this Franchise and at no cost other than permitting costs and the costs associated therewith.

Inconsistency with State/Federal Law. In the event the requirements of this Section 18 are found by a court of competent jurisdiction to be inconsistent with state or federal law, Shentel agrees to (i) comply with all applicable requirements of local, state and federal law with respect to compensation for the use of the City's streets and (ii) lease to the City the twelve (12) fiber strands referenced herein for an amount not to exceed one hundred dollars (\$100) per year, which lease shall extend through the date the Agreement expires or is terminated.

19. Other Fees and Taxes. Shenandoah shall pay all standard permit and user fees to the City and all taxes in accordance with Applicable Law.

20. Indemnification. Shenandoah agrees to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, contractors, representatives and agents from and against any and all injuries, claims, demands, judgments, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs of defense, arising out of, as a result of, or as an incident to Shenandoah's and/or its Affiliates' officers' employees', contractors', representatives' or agents' negligence or intentionally harmful acts in the performance of its obligations under the terms of this Agreement and/or the installation, construction operation, maintenance, removal, repair or replacement of the Facilities, except to the extent any of the foregoing arise wholly from the willful misconduct or negligent acts or omissions of the City, its officers, employees, or agents. Shenandoah's obligations to indemnify the City shall extend to the acts and omissions of its and its Affiliates' officers, employees, contractors, representatives and agents.

21. Insurance.

21.1. Required Coverages. Shenandoah shall maintain insurance coverages throughout the term of this Agreement in the minimum amounts as follows:

Public Liability (Bodily Injury):

Each person \$2,000,000

Each occurrence \$2,000,000

Public Liability (Property Damage):

Each occurrence \$2,000,000

Automobile (Bodily Injury):

Each person \$2,000,000

Each accident \$2,000,000

Automobile (Property Damage):

Each accident \$2,000,000

Worker's Compensation:

Workers' compensation as provided for under any workers' compensation or similar law in the jurisdiction where any work is performed, with an employer's liability limit of not less than \$500,000 per accident

21.2. Required Terms. The foregoing insurance contracts will contain the following provisions:

- (i) The City and its officers, agents, employees, board members and elected officials shall be named as additional insured's (as the interests of each may appear); and
- (ii) Thirty (30) days' notice shall be provided to the City prior to cancellation, revocation, non-renewal or material change.

21.3. Insurance Certificates. Shenandoah shall deliver a certificate of insurance to the City, which is satisfactory in form and content, as proof that the foregoing insurance is in force. It shall provide such additional certificates as may be necessary to provide the City continuing evidence that the required insurance remains in place. The City may request annually an update of insurance terms and conditions.

22. Construction Bond. Before commencement of construction of the Facilities, Shenandoah shall deposit with the City a surety bond or irrevocable letter of credit naming the City as an obligee in the amount of Fifty Thousand Dollars (\$50,000.00) to cover any losses or liabilities the City may incur during the course or as a result of Shenandoah's construction of the Facilities. The Surety Bond shall be in a form reasonably acceptable to the City. Shenandoah's obligation to maintain the surety bond shall terminate thirty (30) days following completion of construction of the Facilities.

23. Notices. That notices pursuant to this Agreement shall be in writing and addressed as follows:

To the City:

City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
ATTN: City Administrator

To Shenandoah:

Shenandoah Cable Television, LLC
500 Shentel Way
Edenburgh, VA 22824
ATTN: Larry Hubbard

Any and all notices required herein shall be given in writing and sent to the addressee identified above by overnight mail or hand-delivery. Alternatively, either party may give notice to the other

by e-mail provide the other provides written acknowledgment of the receipt of the message. Automatically generated responses to emails shall not be sufficient as evidence of receipt of an email. Either party may change the address at which it will receive notices related to this Agreement by providing written notice of the change to the other party.

24. Assignment. That notwithstanding any provision of this Agreement, Shenandoah may assign or collaterally assign, in whole or in part, its rights, interests, and obligations hereunder without limitation to any of its Affiliates, any party providing financing to Shenandoah and any successors and assigns of the foregoing without the consent of the City. Shenandoah shall provide the City with notice of any such assignment. Assignment to any other party shall require the City's consent and the City shall have the discretion to deny the request therefor for any reason or no reason at all. Any assignee or lessee shall be bound by the terms of this Agreement to the same extent as Shenandoah.

25. Attorneys' Fees/Costs. In the event of a breach in the terms of this Agreement and litigation is instituted as a result thereof, the breaching party shall be liable for the other party's reasonable attorneys' fees, court costs, experts' fees.

26. Survival of Agreement Terms. Any duty, obligation, or debt and any right or remedy arising hereunder and not otherwise consummated and/or extinguished by the express terms hereof at or as of the time of the termination or expiration of this Agreement shall survive such termination or expiration as continuing duties, obligations, and debts of the obligated party to the other or continuing rights and remedies of the benefitted party against the other.

27. Governing Law and Venue. This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Maryland, without regard to its conflicts of laws principles. Venue for any action arising hereunder shall be filed, heard, and determined in the federal courts located in Baltimore City, Maryland, or in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County.

28. Non-Waiver. Neither any failure nor any delay on the part of either party in exercising any right, power or remedy hereunder or under applicable law shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

29. Entire Agreement and Modification. This Agreement and the Exhibits attached hereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Agreement mutually agree that it is binding upon them and their respective successors and assigns.

30. Captions: Section Headings. The marginal captions and section headings of this Agreement are for convenience only, shall not be considered in interpreting and construing this Agreement, and in no way define or limit the intents, rights or obligations of the parties hereunder.

31. Gender/Tense/Conjugation. The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses, and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

32. Joint Drafting. The parties hereto agree that this document reflects the joint drafting efforts of each party, and any ambiguities shall not be construed against either party.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Appending the signature and notary pages of one counterpart to the other complete counterpart shall suffice for these purposes. Signed facsimile, email or electronic counterparty shall be treated the same as originals.

34. Waiver of Trial by Jury. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE CITY OR SHENANDOAH MAY BE PARTIES ARISING OUT OF, AS AN INCIDENT TO OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR ANY PROVISION THEREOF. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND THE PARTIES HERETO HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date and year first above written.

WITNESS/ATTEST:

SHENANDOAH CABLE TELEVISION, LLC

By: _____
NAME & POSN.

MAYOR AND CITY COUNCIL OF CUMERLAND

Marjorie A. Woodring, City Clerk

By: _____
Raymond M. Morriss, Mayo

**COMMONWEALTH OF VIRGINIA,
SHENANDOAH COUNTY, TO WIT:**

I HEREBY CERTIFY, that on this ____ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the _____ of Shenandoah Cable Television, a limited liability company of the Commonwealth of Virginia, and acknowledged the foregoing to be the act and deed of said limited liability company; and at the same time made oath that he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

**STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:**

I HEREBY CERTIFY, that on this ____ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morris**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of said Mayor and City Council; and at the same time made oath that he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

File Attachments for Item:

. Order 26,779 - authorizing the execution of an agreement with the Maryland Historical Trust for the receipt of \$100,000 in funding through the African American Heritage Preservation Program to assist with critical stabilization needs at Carver School, located at 340 Frederick Street, and approving a 100% City match of \$100,000 as required by the grant agreement

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

ORDER NO. 26,779

DATE: April 20, 2021

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

THAT, the Mayor be and is hereby authorized to execute a grant agreement by and between the Maryland Historical Trust (MHT) and the Mayor and City Council of Cumberland for the receipt of One Hundred Thousand Dollars (\$100,000) in funding through the African American Heritage Preservation Program to assist with critical stabilization needs at Carver School, 340 Frederick Street; and

BE IT FURTHER ORDERED, that a matching contribution from the City of One Hundred Thousand Dollars (\$100,000), as required by the grant terms, be and is hereby approved.

Raymond M. Morriss, Mayor

Budgeted: FY21 Special Projects

Council Agenda Summary

Meeting Date: April 20, 2021

Key Staff Contact: Kathy McKenney, Historic Planner/Preservation Coordinator

Item Title: African American Heritage Preservation Program Funding Agreement

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

The application that was submitted to the Maryland Historical Trust's African American Heritage Preservation Program has been approved for the full request of \$100,000. The program requires an equal amount of match, which has been included in the Special Projects budget. An Order is required to accept this funding as well as to digitally sign the funding agreement, a copy of which has been provided. The improvements that will be assisted by this funding include the stabilization to the interior and the exterior from damages caused by vandalism to this historic structure.

The match for this grant was included in the FY21 budget.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

MARYLAND HISTORICAL TRUST
AFRICAN AMERICAN HERITAGE PRESERVATION PROGRAM
GRANT AGREEMENT

This Grant Agreement (this “**Agreement**”) is entered into as of the Effective Date (defined in Section 1.b below), by and between the Maryland Historical Trust (“**MHT**”), an instrumentality of the State of Maryland as part of the Department of Planning (“**MDP**) of the State of Maryland (the “**State**”) and Mayor and City Council of Cumberland, a local government, organized and existing under the laws of the State of Maryland with its principal office located at 57 N. Liberty Street, Cumberland, MD 21502 (the “**Grantee**”).

RECITALS

- A. MHT is authorized under Section 5A-330 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended (the “**Act**”) and the regulations promulgated thereunder in the Code of Maryland Regulations Title 34, Subtitle 4, Chapter 9 (the “**Regulations**”) to make grants under the African American Heritage Preservation Program (“**AAHPP**”) for capital projects to certain entities and persons for the purpose of identifying and preserving buildings, sites, and communities of historical and cultural importance to the African American experience in Maryland, as further described in the MHT Capital Grants and Loans Manual (the “**Manual**”), as may be amended from time to time, and which is posted online at https://mht.maryland.gov/grants_africanamerican.shtml, and in the AAHPP Grant Guidelines (the “**Guidelines**”), a copy of which the Grantee has received. The Manual and the Guidelines are incorporated by reference into this Agreement;
- B. Grantee has applied to MHT for a grant from AAHPP for the project described herein (the “**Grant Application**”); and
- C. In reliance upon the information contained in the Grant Application, MHT has determined that the proposed project is consistent with the provisions of the Act, the Regulations, the Guidelines and the Manual, and has approved an award of grant funds for the project on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHT and Grantee agree as follows:

1. Grant and Project Terms.

- a. Grant Purpose. The purpose of this Agreement is to provide the Grantee with funds in an amount not to exceed \$100,000.00 (the “**Grant**”) to assist the property known as the Carver School (previously a/k/a Cumberland High School and Frederick Street School), located at 340 Frederick Street, Cumberland, MD 21502 (the “**Property**”) for the activities set forth and described in Exhibit A – Project Requirements of this Agreement (the “**Project**”). Grantee shall use the Grant only for the activities authorized in Exhibit A- Scope of Work (the “**Scope of Work**”), and

shall operate the Project in accordance with the Act, the Regulations, the Guidelines and Manual, and the terms and conditions of this Agreement.

- b. **Grant Term.** This Agreement is effective as of the date it is executed by MHT (the “**Effective Date**”), and unless sooner terminated pursuant to the terms of this Agreement, or by the mutual consent of Grantee and MHT, shall terminate the later of (i) twenty-four months following the Effective Date; or (ii) MHT’s receipt and approval of the Project Completion Report as set forth in Section 9.d of this Agreement (the “**Termination Date**”).
- c. **Project Timetable.** Grantee may commence the Project on the “**Project Commencement Date**” set forth in **Exhibit A- Project Timetable** (the “**Project Timetable**”), and shall diligently pursue completion of the Project by the “**Project Completion Date**” set forth in the Project Timetable.
- d. **Extensions.** At its discretion, MHT may extend any date set forth in the Project Timetable, provided that the Grantee demonstrates to MHT’s satisfaction that the circumstances warrant such extension. An extension may be offered by MHT in writing or by email, and shall be deemed to be accepted by Grantee if Grantee fails to refuse the extension in writing or by email within ten (10) calendar days from the date the extension is offered. The requirements related to Project Timetable extensions are set out in the Manual.

2. Grantee’s Contribution; MHT’s Project Monitor.

- a. Except for non-profit grantees exempt from the Grantee’s Contribution requirement, Grantee shall provide an equity contribution to the Project in an amount at least equal to the Grant, either in the form of cash or a combination of cash and the dollar value of an in-kind contribution (the “**Grantee’s Contribution**”). The Grantee’s Contribution must be approved by MHT, and is set forth in **Exhibit A- Project Budget** (the “**Project Budget**”), and further described in the Guidelines and the Manual. The Grantee’s Contribution shall be used to pay for the Project expenses described in the Project Budget. The Grantee’s Contribution may include funds derived from other non-State public or private sources; provided however, that no State funds may be used for any part of the Grantee’s Contribution. If the source of equity comprising Grantee’s Contribution is reduced or otherwise becomes unavailable, Grantee shall replenish such equity source in order to remain compliant with the requirements of this Section. As part of Grantee’s Project Completion Report, Grantee must provide to MHT such information and documentation regarding Grantee’s Contribution in form and content as may be required or requested by MHT.
- b. The staff member set forth in Section 16.a of this Agreement shall serve as the project monitor for this Project (the “**Project Monitor**”).

3. Grant Documents.

The following documents shall be executed or submitted in connection with the Grant, which documents shall be satisfactory in form and substance to MHT:

- a. This Agreement;

- b. An Assurance of Compliance (Attachment 1), unless Grantee is a religious organization;
- c. If Grantee is a religious organization, a Fair Practices Certification (Attachment 1);
- d. If Grantee is a for profit or non-profit business entity, a Contract Affidavit (Attachment 2);
- e. For construction projects estimated to exceed \$200,000, a Minority Business Enterprise Plan (Attachment 3) must be submitted and approved by MHT; and
- f. Any other document or instrument that may be required by MHT.

4. Easement and Preservation Requirements.

- a. As a condition of disbursement of the Grant, and as further described in **Exhibit A – Special Conditions**, Grantee shall execute, or cause the owner of the Property to execute, one of the following agreements with respect to the Property, satisfactory to MHT in form and content.
 - (i) A Deed of Preservation Easement Agreement (an “**Easement**”), or a modification to an existing easement (a “**Modification**”), encumbering the historic real property assisted by the Grant, for the term of duration described in the Guidelines and Manual and Section 4.d.(i) below; or
 - (ii) A preservation and maintenance agreement (a “**Preservation Agreement**”), or a modification of an existing Preservation Agreement (also a “**Modification**”), for historic property other than real property for the term of duration described in Section 4.d.(i) below.
- b. The Easement or Preservation Agreement shall require, among other things, that the Grantee or the owner of the Property undertake the following actions:
 - (i) Maintain the Property, including, as applicable, the Exterior and /or Interior Features, as defined in the Easement or Preservation Agreement, or any improvements thereon, in good order, condition and repair;
 - (ii) Permit MHT to enter upon and inspect the Project during construction;
 - (iii) Make all proper renewals, replacements and additions on and to the Property;
 - (iv) Prevent any waste of the Property; and
 - (v) Prevent any demolition or modification of the improvements on the Property without MHT’s prior written consent.
- c. If Grantee or the owner of the Property executes an Easement or Modification, Grantee shall also provide, or cause the owner of the Property to provide the following documentation:

- (i) An owner's policy of title insurance for the Property in form and content acceptable to MHT and its legal counsel, along with a bring to date title search updating the policy to the date of the Easement, which must be satisfactory in form and content to MHT and its legal counsel;
 - (ii) evidence of hazard insurance and commercial general liability insurance in accordance with the provisions of Section 15 of the Agreement, which must be satisfactory in form and content to MHT and its legal counsel; Evidence that the Easement or Modification has been duly recorded among the applicable land records of the county in which the Property is located;
 - (iii) evidence that the Easement or Modification has been duly recorded among the applicable land records of the county in which the Property is located; and; and
 - (iv) Any other instrument or document deemed necessary by MHT, including the subordination of any encumbrances with respect to the Property which are prior to the lien of the Easement, and the foreclosure of which could extinguish the Easement.
- d. Grantee understands and acknowledges that if applicable:
- (i) The Easement or Preservation Agreement shall have a term of duration equal to the longer of (i) fifteen years or (ii) one year for every \$5,000 increment of the Grant, or portion thereof, as further described in **Exhibit A- Special Conditions**;
 - (ii) If there are no prior existing liens on the Property, the Easement shall be a first lien encumbrance with respect to the Property, prior to all other liens; and
 - (iii) Grantee must reimburse MHT all Grant funds that have been disbursed to Grantee if the Easement is determined, by court finding or otherwise, to be not legally enforceable by MHT for any reason, and the Grantee shall not be entitled to disbursement of any further Grant funds.
- e. If Grantee or the owner of the Property executes a Preservation Agreement, Grantee shall provide, or cause the owner of the Property to provide the following documentation:
- (i) If applicable, evidence of hazard insurance and commercial general liability insurance in accordance with the provisions of Section 15 of the Agreement, which must be satisfactory in form and content to MHT and its legal counsel; and
 - (ii) Any other instrument or document deemed necessary by MHT.
- f. An existing Easement or Preservation Agreement that is satisfactory to MHT may satisfy the requirements of this Section.
- g. The requirements related to Easements and Preservation Agreements are set out in the Guidelines and Manual.

5. Expenditure of Grant Proceeds.

- a. Grantee shall expend the Grant in accordance with the Project Budget, the Guidelines, the Manual and this Agreement. Any changes to the Project Budget must be approved by the Project Monitor;
- b. Grantee may incur Project expenses commencing on the Project Commencement Date. All costs incurred by Grantee before the Project Commencement Date are incurred voluntarily, at Grantee's risk and upon its own credit and expense. Grantee's rights to be reimbursed with Grant proceeds shall be governed by the provisions of this Agreement;
- c. All Grant funds shall be expended on or before the Project Completion Date; and
- d. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced, and Grantee shall return all unexpended Grant funds to MHT.
- e. MHT must approve changes to the Project Budget as noted in Section 5.a above, the Scope of Work, or any other material term of this Agreement as determined by MHT. The requirements related to amendments to the Project Budget and the Scope of Work are set out in the Manual.

6. Construction Requirements.

On or before the later of the (i) Project Commencement Date, or (ii) the actual date that construction commences on the Project:

- a. Grantee shall obtain all certifications, licenses, permits and approvals necessary to commence and operate the Project, including MHT's written approval of the Project plans and specifications, and approvals from the MHT Easement Program, if applicable;
- b. Grantee shall cause the Property to be insured against loss or damage in accordance with Section 15 of this Agreement;
- c. During the term of the Agreement, Grantee shall permit MHT, its agents and employees to enter upon and inspect all work performed in connection with the Project. All work performed in connection with the Project is subject to approval by MHT;
- d. Grantee shall construct the Project in accordance with the plans and specifications approved by MHT. No changes may be made to the plans and specifications, to the contracts for construction of the Project, or in construction of the Project without MHT's prior written approval;
- e. Grantee shall ensure that all work performed in connection with the Project shall be performed in a good and workmanlike manner and shall comply with all applicable local, state and federal laws and ordinances;

- f. Grantee shall ensure that all work performed in connection with the Project is consistent with the Secretary of the Interior’s Standards for the Treatment of Historic Properties (36 CFR 68), as determined by MHT; and
- g. No approvals or inspections by MHT of the Project during construction shall constitute a warranty or representation by MHT, or any of its agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any staff, agent representative or designee of MHT are performed solely for the benefit of MHT to assure the proper expenditure of the Grant and are not for the benefit of any other person.

7. Disbursement of Grant Proceeds.

- a. Provided that Grantee is not in default under this Agreement, MHT shall disburse the Grant to Grantee as the Project progresses, based upon requests for disbursement submitted by Grantee to the Project Monitor in accordance with the Manual (a “**Request for Disbursement**”), less the last disbursement in the amount of ten (10%) percent of the Grant, which will be retained by MHT until satisfaction of the conditions set forth in sub clause (d) below (the “**Retainage**”). All Requests for Disbursement shall be satisfactory to MHT, shall identify all costs incurred for which the disbursement is being sought, and shall have attached copies of the appropriate invoices. Grantee shall provide such additional supporting documentation as may be requested by MHT. Conditions of disbursement of the Grant, requirements for satisfactory Requests for Disbursement, and a schedule of disbursements are set out in the Guidelines and the Manual;
- b. Requests for Disbursement will be processed within approximately forty-five (45) days from MHT’s approval of a complete Request for Disbursement. The Requests for Disbursement shall not exceed the eligible costs incurred and approved by MHT;
- c. MHT, in its sole discretion, may disburse funds for eligible costs anticipated to be incurred, or for costs incurred prior to the Project Commencement Date;
- d. Grantee shall comply with the conditions for disbursement of the Retainage set forth in the Manual;
- e. MHT has the right to withhold disbursements of Grant funds if at any time MHT determines in its sole discretion that Grantee is in default under this Agreement; and
- f. If applicable, Grantee shall submit evidence that an Easement, a Preservation Agreement or a Modification has been duly recorded among the applicable land records of the county in which the Property is located.

8. Default and Remedies.

- a. A default under this Agreement shall occur if:

- (i) Grantee fails to comply with any of the covenants, agreements, or certifications made by the Grantee in this Agreement, or in an Easement, a Preservation Agreement or a Modification, if applicable;
 - (ii) At any time any representation or warranty made by Grantee in connection with the Grant, the Agreement, or the Grant Application shall be incorrect in any manner;
 - (iii) Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report required under the Agreement, the Grant Application, for a Request for Disbursement, or affecting the Grant in general;
 - (iv) The Grant funds are not spent in accordance with the terms of this Agreement;
 - (v) Grantee is in default under any other agreement related to the Project or, if applicable, the Property which, in MHT's sole discretion, may have an adverse material impact on the Project;
 - (vi) At any time during the period of the Grant, there is pending or ongoing litigation with respect to Grantee's performance of any duties or obligations in connection with the Project or the Grant which may jeopardize or adversely affect this Agreement or the Project in MHT's judgement;
 - (vii) With respect to a Project involving any type of construction, before the Project is completed and the final disbursement of the Grant has been made, all or any portion of the Property is sold, leased, subleased, assigned, transferred, disposed of, or otherwise conveyed without the prior written consent of MHT;
 - (viii) At any time an Easement, Preservation Agreement or Modification required pursuant to this Agreement is determined, by court finding or otherwise, not to be legally enforceable by MHT for any reason, if applicable;
 - (ix) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHT;
 - (x) Grantee has not expended the Grant funds necessary to complete the Project by the Project Completion Date; or
 - (xi) Grantee has not provided the Grantee's Contribution to MHT's satisfaction.
- b. MHT shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default.
- c. Upon the occurrence of a default that continues beyond the 30-day cure period, MHT shall have the right to:

- (i) Reduce the amount of the Grant or withhold disbursement of the Grant;
 - (ii) Demand repayment of the Grant from Grantee in whole, or in part; and/or
 - (iii) Terminate this Agreement by written notice to Grantee.
- d. In the event of MHT's termination of the Agreement:
- (i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not disbursed;
 - (ii) MHT may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement;
 - (iii) In addition to the rights and remedies contained in this Agreement, MHT may at any time proceed to protect and enforce all rights available to MHT by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement;
 - (iv) Defaults under an Easement, Preservation Agreement or Modification required under this Agreement shall be governed by the applicable provisions of the Easement, Preservation Agreement or Modification; and
 - (v) The occurrence of Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets shall be an event of default under this Agreement, and MHT shall have the right to terminate this Agreement immediately.

9. **Records and Reports.**

- a. Grantee and any contractors or subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MHT of all transactions relating to the receipt and expenditure of the Grant for the Project. All of these books, accounts, and records shall be open to the inspection of MHT's representatives or other agencies of the State during reasonable working hours before, during, or after the period of time during which the Grant proceeds are expended. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to MHT upon request.
- b. Books, accounts, and records of Grantee and its contractors and subcontractors related to the Grant and the Project shall be maintained and made available to MHT or MHT's representative(s) for inspection for up to three (3) years after either the date of Grantee's final expenditure of Grant funds or the termination of this Agreement, whichever is later.
- c. If requested by MHT, Grantee shall provide MHT with progress reports in the form provided by MHT and further described in the Manual. The progress report shall contain information about work accomplished and problems encountered, expenditures made against the Project Budget, and

a projection of revenues required for the next quarter, including a Request for Disbursement, if applicable. Each progress report is due within ten (10) working days of MHT's request, and shall be satisfactory to MHT in form and content.

- d. Grantee shall provide MHT with a project completion report (the "**Project Completion Report**"), in the form provided by MHT, on or before the due date set forth in the Project Timetable (the "**Project Completion Report Due Date**"). The Project Completion Report shall contain the information about the Project set out in the Guidelines and Manual, and shall be satisfactory to MHT in form and content. The Project Completion Report must be approved by MHT prior to the release of the final disbursement of Grant funds.
- e. Either the Project Monitor or Grantee may request and hold joint meetings for the purpose of reviewing the progress and conduct of the Project.
- f. Should the Grantee at any time determine that the Project will not meet established goals within the Project Timetable, the Grantee shall immediately forward a written report to, or call for a special meeting with the Project Monitor to determine what actions need to be taken.
- g. In addition to the requirements set forth above, Grantee shall provide MHT with such additional records, reports, and other documentation as may be required by MHT.

10. General and Special Covenants.

- 1. In carrying out the Project, Grantee agrees to accept technical assistance from MHT if MHT deems it necessary.
- 2. Grantee agrees that Grantee shall carry out the Project in compliance with the Manual and the Guidelines.
- 3. The Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project. This responsibility may include, but is not limited to, compliance with local zoning, building, and public safety codes, review by local historic preservation commissions, and federal and State licensing, permitting, and environmental requirements.
- 4. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, AND IN CONSIDERATION FOR THE GRANT PROVIDED UNDER THIS AGREEMENT, GRANTEE IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE GRANTEE. AT ANY TIME AFTER AN EVENT OF DEFAULT UNDER THIS AGREEMENT, THE GRANTEE HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD WITHIN THE STATE OF MARYLAND TO APPEAR FOR GRANTEE IN ANY COURT OF THE STATE OF MARYLAND IN ONE OR MORE PROCEEDINGS OR BEFORE ANY CLERK THEREOF, AND CONFESS JUDGMENT AGAINST THE GRANTEE, IN ACCORDANCE WITH MARYLAND RULE 2-611 OR 3-611, AS APPLICABLE, IN FAVOR

OF MHT FOR AN AMOUNT EQUAL TO THE GRANT (OR THE DISBURSED PORTION OF THE GRANT IF NOT FULLY DISBURSED), PLUS ALL OTHER AMOUNTS DUE AND PAYABLE BY THE GRANTEE AS SET FORTH HEREIN, COSTS OF SUIT, AND REASONABLE ATTORNEYS' FEES.

5. The Grantee grants to MHT the non-exclusive intellectual property right to use any work that Grantee may create, make or develop that is funded in whole or in part by the Grant, including but not limited to articles, books, papers, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork and computations (collectively, the “Work”). MHT shall have the right to use the Work without restriction or limitation and without compensation to Grantee.

11. Grantee's Certifications.

By executing the Agreement, Grantee certifies to MHT that:

- a. If Grantee is a business entity, Grantee is duly organized and validly exists under the laws of Maryland, is duly registered to do business in the State with the Maryland Department of Assessments and Taxation, or is qualified to do business in the State as a foreign corporation, and will take such action as may be necessary from time to time to remain so qualified through the Termination Date;
- b. This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;
- c. The representations, statements, and other matters contained in the Grant Application and this Agreement are and remain true and complete in all material respects;
- d. If applicable, Grantee has obtained, or has reasonable assurances that it will obtain, all federal, State, and local government approvals, permits, and reviews which may be required for the Project;
- e. None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project; and
- f. Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

12. Nondiscrimination Provisions; Equal Opportunity Compliance.

- a. Grantee may not discriminate, and certifies that it prohibits discrimination in leasing or otherwise providing dwelling or public accommodations or in any other aspect of the development, administration, or operation of the Project, or in any aspect of employment by the Grantee or contractor of the Project, on the basis of:
 - (i) Age or sex (except with respect to residents in elderly projects or when age or sex constitutes a bona fide occupational qualification), or
 - (ii) Race, color, creed, political or religious opinion or affiliation, national origin, sex, sexual orientation, marital status, or physical or mental handicap of a qualified handicapped individual.
- b. Grantee shall comply with the requirements and provisions of the Maryland Department of Planning Assurance of Compliance (attached to this Agreement as Attachment 1), or if Grantee is a religious organization, the Fair Practices Certification (attached to this Agreement as Attachment 1).
- c. Grantee shall comply with all applicable federal, State, and local laws and departmental policies and programs regarding discrimination and equal opportunity in employment, housing, and credit practices including:
 - (i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - (ii) Title VIII of the Civil Rights Act of 1968, as amended;
 - (iii) The Governor's Code of Fair Practices, as amended;
 - (iv) The MDP's Minority Business Enterprise Program, as amended, if Grantee does not have its own minority business participation program which is acceptable to MHT, and
 - (v) Governor's Executive Order 01.01.1989.18 regarding a drug-and alcohol-free workplace and any regulations promulgated thereunder.
- d. Upon MHT's request, Grantee will submit to MHT information relating to its operations, with regard to political or religious opinion or affiliation, sexual orientation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by MHT.

13. Indemnification.

Grantee releases MHT and MDP from, agrees that neither MHT nor MDP shall have any liability for, and agrees to protect, indemnify, and hold MHT and MDP harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against MHT or MDP as a result of or in connection with the Project. All monies

expended by MHT or MDP as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs incurred in enforcing the Agreement, including reasonable attorney's fees and court costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MHT or MDP. This Section shall survive the term of this Agreement.

If Grantee is a county or a municipality, Grantee's indemnification obligations in this Agreement are made to the extent of, and contingent upon, the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Code Ann. Cts. & Jud. Proc. §§ 5-301, et seq.; and Md. Code Ann., Cts. & Jud. Proc. §5-5A-02, (together the "**County Indemnification Statutes**"), all as amended from time to time.

14. Environmental Certification and Indemnification.

Grantee makes the following certifications and indemnifications regarding the environmental conditions on the Property:

- a. Grantee shall (i) not cause or allow any hazardous materials to be placed on the Property in violation of federal, state or local laws; (ii) carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property; and (iii) ensure that, to the Grantee's best knowledge, the Property is in compliance with all applicable federal and state environmental laws and regulations.
- b. To the best of Grantee's knowledge, the Property is in compliance with all applicable federal and State environmental laws and regulations.
- c. Grantee shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of hazardous materials including lead paint from the Property.
- d. Grantee shall indemnify and hold MHT and MDP, its employees and agents harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees and court costs, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify MHT and MDP shall survive the term of this Agreement.
- e. This Section shall survive the term of this Agreement.

15. Insurance.

As a condition of disbursement of the Grant, Grantee shall provide or cause the owner of the Property to provide, documentation of the following insurance coverages satisfactory to MHT with respect to the Property:

- a. Hazard Insurance.
 - (i) Evidence satisfactory to MHT that the Property is insured under a hazard insurance policy against loss or damage by fire and such other hazards, casualties, and contingencies as may be required from time to time by MHT, in amounts satisfactory to MHT, but in any event not less than the total amount of the Grant plus the outstanding principal balances of any mortgages on the Property.
 - (ii) Grantee shall cause the hazard insurance policy to be endorsed to add MHT as an additional insured (but without obligation on the part of MHT to make premium payments), with rights to prior notice of policy cancellation.
 - (iii) Grantee shall maintain hazard insurance on the Property from the Project Commencement Date throughout the term of the Easement, Preservation Agreement or Modification, as applicable. Grantee shall submit evidence of such insurance coverage to MHT.

- b. Commercial General Liability Insurance.
 - (i) Evidence satisfactory to MHT that the Property is insured under a comprehensive general liability insurance in amounts satisfactory to MHT.
 - (ii) Grantee shall cause the comprehensive general liability insurance policy to be endorsed to add MHT as an additional insured (but without obligation on the part of MHT to make premium payments), with rights to prior notice of policy cancellation.
 - (iii) Grantee shall maintain comprehensive general liability insurance on the Property from the Project Commencement Date throughout the term of the Easement, Preservation Agreement or Modification, as applicable. Grantee shall submit evidence of such insurance coverage to MHT.

- c. Flood Insurance.
 - (i) A Flood certification evidencing whether the Property is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development.
 - (ii) If the Project is located in a 100-year flood plain, Grantee shall obtain flood insurance coverage in amounts satisfactory to MHT.
 - (iii) Grantee shall cause such policy to be endorsed to add MHT as an additional insured (but without obligation on the part of MHT to make premium payments), with rights to prior notice of policy cancellation.

- (iv) Grantee shall maintain flood insurance on the Property from the Project Commencement Date throughout the term of the Easement, Preservation Agreement or Modification, as applicable. Grantee shall submit evidence of such insurance coverage to MHT.
- d. General Contractor's Insurance.
 - (i) Evidence satisfactory to MHT of general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts required by MHT.
 - (ii) Grantee shall require general contractor's insurance from the Project Commencement Date until the Project is completed. Grantee shall submit evidence of such insurance to MHT.
- e. Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
- f. If Grantee is a local government, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to MHT.

16. Notices.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing, or submitted electronically to MHT's online grants software system, pursuant to directions to be provided by MHT. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is submitted electronically, or mailed, postage prepaid, addressed as follows:

- a. Communications to MHT shall be mailed to the Project Monitor or such other person as may be designated by MHT:

Charlotte Lake
Office of Preservation Services
Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032

- b. Communications to Grantee shall be mailed to:

Ms. Kathy McKenney
Historic Planner/Preservation Coordinator
Mayor and City Council of Cumberland
57 North Liberty Street
Cumberland, MD 21502

17. Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be

required by MHT to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

18. **Amendment.** Except as provided in Paragraph 1.d. above, minor amendments to this Agreement may be made from time to time upon a written or emailed request for amendment from either party to the Agreement, and a written or emailed response agreeing to the amendment from the other party. Significant and material amendments to this Agreement shall be evidenced by a written instrument executed by both parties to the Agreement.
19. **Assignment.** This Agreement may not be assigned without MHT's prior written approval.
20. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.
21. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
22. **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the Effective Date of this Agreement are applicable to this Agreement.
23. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws State.
24. **Costs.** Grantee shall bear all costs incident to the Grant including, without limitation, if applicable, fees for title insurance, property insurance, or other insurance coverages that may be required by MHT, recordation fees, and Grantee's attorneys' fees, if any.
25. **Acceptance.** Grantee's acceptance of this Agreement shall constitute Grantee's unconditional agreement to comply with the terms and provisions herein, and shall be indicated by signing this Agreement in the place provided below and returning it to MHT to the attention of the Project Monitor.
26. **No Warranty or Representation.** Neither the approval by MHT, nor any subsequent inspections or approvals of the Project during construction, shall constitute a warranty or representation by MHT or any of its agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any agent representative or designee of MHT are performed solely for the benefit of MHT to assure the proper expenditure of the Grant and are not for the benefit of any other person.
27. **Voluntary Termination.** MHT and Grantee shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to the other party. In the event of voluntary termination by MHT, Grantee's authority to request disbursements shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not yet disbursed to Grantee. At the time of termination, Grantee

shall return to MHT any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.

28. Execution in Counterparts; Electronic Signatures. This Agreement may be executed in counterparts (including facsimile counterparts or as a “PDF” or similar attachment to an email), all of which when taken together shall be deemed one original. This Agreement may be electronically signed; an electronic signature appearing on the Agreement is the same as a handwritten signature for the purposes of validity, enforceability, and admissibility if the signature is an act of the person to whom the signature is attributed.

WITNESS our hands and seals, all as of the Effective Date.

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____ (SEAL)

Name: _____

Title: _____

MARYLAND HISTORICALTRUST

By: _____
Elizabeth Hughes, Director

Date of Execution on behalf of MHT
(Effective Date)

Approved for form and legal sufficiency
on _____.

Assistant Attorney General

- Attachments:
Exhibit A Project Requirements
Attachment 1 Assurance of Compliance

Paralegal Review: _____

EXHIBIT A

PROJECT REQUIREMENTS

SCOPE OF WORK

Project Summary:

The Grant and Grantee’s Contribution, if required, shall be used for the following work on the Property: interior and exterior rehabilitation including wall, ceiling, roof, window and door repair; selective demolition; finishes; mechanical, electrical, and plumbing repair / upgrades; metal repair / replacement; drainage improvements; and associated architectural, engineering, and consulting services.

Project Location:

Carver School
 340 Frederick St., Cumberland, MD 21502

PROJECT BUDGET

AAHPP GRANT	\$100,000.00
GRANTEE’S CONTRIBUTION	\$100,000.00
TOTAL AAHPP PROJECT BUDGET	\$200,000.00

PROJECT TIMETABLE

11/9/2020	“PROJECT COMMENCEMENT DATE”: Grant funds and Grantee’s Contribution may be used for Project costs incurred on or after this date.
11/8/2022	“PROJECT COMPLETION DATE”: All work items detailed in <u>Exhibit A</u> completed. All eligible Project expenses to be reimbursed by Grant funds must be incurred.
1/3/2023	“PROJECT COMPLETION REPORT DUE DATE”: Grantee must submit to Project Monitor the Project Completion Report (as described in Section 9.d of the Agreement., all required financial documentation, including all Project deliverables, if any, and a completed Final Request for Disbursement. Failure to submit the Project Completion Report may result in the forfeiture and/or recapture of Grant funds.

SPECIAL CONDITIONS

1. The Property is historic property that is individually eligible or individually listed on the Maryland Register of Historic Properties, and provisions of Section 4 of the Grant Agreement apply.
2. The Grantee shall convey to the MHT a Deed of Easement on the Property in form and content satisfactory to the MHT.
3. The Grantee shall obtain all necessary approvals required under the Deed of Easement held by MHT for the Property prior to the commencement of work. The application for such approval shall be submitted to the MHT Easement Program Administrator.

ATTACHMENT 1

ASSURANCE OF COMPLIANCE WITH EEO, CIVIL RIGHTS, AND DRUG AND ALCOHOL-FREE WORKPLACE REQUIREMENTS

Mayor and City Council of Cumberland (hereinafter called “Grantee”), having its principal address at: 57 N. Liberty Street, Cumberland, MD 21502,

HEREBY AGREES THAT IT WILL COMPLY WITH:

A. Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) (collectively, the “Acts”), to the end that, in accordance with the Acts, no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the Rehabilitation Act of 1973, as amended, requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. Guidelines for the implementation of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended shall be carried out in accordance with relevant Department of the Interior regulations published in 43 CFR 17 and the instructions specified in Chapter 10 of the Historic Preservation Fund Grants Manual.

B. Title VII of the Civil Rights Act of 1964, as amended, to the end that, in accordance with Title VII of that Act, it shall be an unlawful employment practice for an employer:

1. to fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex; or

2. to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex;

C. Title VIII of the Civil Rights Act of 1968, as amended, to the end that, it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States;

D. State of Maryland Governor's Code of Fair Employment Practices, as amended.

E. State Gov't Article § 20-201 et seq. of the Annotated Code of Maryland, as amended, which establishes the Maryland Human Relations Commission and prohibits discrimination in public accommodations, employment and residential housing practices;

F. State of Maryland Executive Order 01.01.1989.18 relating to drug-free and alcohol-free workplaces for non-State entities, promulgated November 28, 1989;

G. The State Policy on Equal Opportunity in receiving employment (Md. Code Ann., State Gov't Article § 20-602 (2014)), to the end that MHT shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices;

H. If the Grant is over \$200,000 and for a construction project, any State of Maryland Minority Business Enterprise Program which establishes a program to provide opportunities for minority contractors and vendors to participate in this Program; and the minority business enterprise plan submitted by or on behalf of Grantee as approved by the Department of Planning's Equal Opportunity Officer;

I. To the extent applicable, with local, State and federal laws regarding accessibility, including the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et seq.), and Section 502 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 792), (87 Stat. 394; 29 U.S.C. §794), which require that buildings designed, constructed, or altered with Federal assistance be made accessible to the physically disabled. These Acts also require that public conveyances procured with Federal assistance be readily accessible to, and usable by, physically disabled persons. Minimum accessibility standards for facilities are contained in "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Disabled" published by the American National Standards Institute (41 CFR 101-19.6, Appendix A). As well, grantees may follow the standards contained in the Americans with Disabilities Act Accessibility Guidelines (28 CFR 36, Appendix A). These provisions are applicable to building or facilities owned or occupied by grantees/subgrantees which are intended to be accessible to the general public and which receive NMHA grant assistance (Refer to 36 CFR 1150, 1190, and the Historic Preservation Fund Grants Manual);

J. Federal Executive Order 11246 — Equal Employment Opportunity, which appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted;

K. With all other State and federal laws and regulations prohibiting discrimination on the grounds of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or disability.

GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given on _____, in consideration of and for the purpose of obtaining, and shall continue for the period of, State financial or technical assistance extended after the date hereof to or on behalf of Grantee by MHT. Grantee recognizes and agrees that such State financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

MAYOR AND CITY COUNCIL OF CUMBERLAND

By: _____

Name: _____

Title: _____

File Attachments for Item:

. Order 26,780- accepting the sole source proposal from Amazon Web Services, Inc. to provide hosting and support services for global cloud infrastructure for FY22 for an amount not-to-exceed \$28,000

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

ORDER NO. 26,780

DATE: April 20, 2021

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

THAT, the sole source proposal from Amazon Web Services, Inc. P.O. Box 84023, Seattle, WA 98124-8423, to provide hosting and support services for global cloud infrastructure for FY22 in the amount not-to-exceed Twenty-Eight Thousand Dollars (\$28,000) be and is hereby accepted.

Raymond M. Morriss, Mayor

Budgeted FY21

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Amazon Web Services FY22 expense order

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

IT requests an order for costs not to exceed \$28,000 to Amazon Web Services for FY22 server hosting and support services. We have been using this platform for some of our servers, including our Finance/HR server, for several years. The Amazon Web Services platform offers numerous benefits to the city including an extensive, reliable, and secure global cloud infrastructure. This expense is budgeted in the IT Software as a Service line item.

Amount of Award:

Budget number:

Grant, bond, etc. reference:



Margie Woodring <margie.woodring@cumberlandmd.gov>

AWS Sole Source Request

1 message

Johnna Byers <johnna.byers@cumberlandmd.gov>
To: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>
Cc: Margie Woodring <margie.woodring@cumberlandmd.gov>

Tue, Apr 13, 2021 at 11:37 AM

Jeff,

IT would like to request a sole source purchase of server hosting/support services from Amazon Web Services for FY22.

Several years ago when it was time to upgrade/replace our Logos Finance/HR servers at a significant cost because they were on premise, IT began investigating cloud based options. After receiving a price of \$90,000 per year from Tyler to host the servers, IT evaluated at least four other cloud hosting/support platforms. We found Amazon to be the least expensive offering the most services, backup, and security features. We moved our IT Help system server and the Logos Finance/HR servers to that platform. We've added more servers to that platform when the cost/benefit makes sense vs. an on premise solution.

Finance has requested a PO to cover the expenses to AWS for FY 22. The costs fluctuate each month, but we estimate the costs not to exceed \$28,000. The purchase is budgeted in the IT Software as a Service line item.

Could you please approve this sole source request?

Thanks,
Johnna

----- Forwarded message -----

From: **Margie Woodring** <margie.woodring@cumberlandmd.gov>
Date: Mon, Apr 12, 2021 at 3:42 PM
Subject: Fwd: AWS Agenda Item Summary Template.docx
To: Johnna Byers <johnna.byers@cumberlandmd.gov>

Johnna - I guess this should be a sole source request. Seems like an obvious one, but we'll need an explanation of why it's sole source in the summary, and an approval from Jeff.

M.

Margie Woodring

City Clerk / Asst. City Administrator
CITY OF CUMBERLAND
57 N. Liberty Street
Cumberland, MD 21502
Phone: 301-759-6447
Email: margie.woodring@cumberlandmd.gov

----- Forwarded message -----

From: **Johnna Byers (via Google Drive)** <drive-shares-noreply@google.com>



Account number:

465060063764
EM-4/5/21

Bill to Address:

Mayor and City Council of Cumberland MD
ATTN: Sarah Gyger
57 N LIBERTY ST
CUMBERLAND , MD , 21502-2312 , US

Amazon Web Services, Inc. Invoice

Email or talk to us about your AWS account or bill, visit aws.amazon.com/contact-us/

Invoice Summary

Invoice Number:	714908141
Invoice Date:	April 3 , 2021
TOTAL AMOUNT DUE ON May 3 , 2021	
	\$2,525.63

Please include this invoice number with your payment

This invoice is for the billing period March 1 - March 31 , 2021

Greetings from Amazon Web Services, we're writing to provide you with an electronic invoice for your use of AWS services. Additional information about your bill, individual service charge details, and your account history are available on the Account Activity Page.

Summary	
AWS Service Charges	\$2,525.63
Charges	\$2,525.63
Credits	\$0.00
Tax	\$0.00
Total for this invoice	\$2,525.63

Detail	
Amazon Simple Storage Service	\$0.00
Charges	\$0.00
Estimated US sales tax to be collected	\$0.00
AWS Lambda	\$0.00
Charges	\$0.00
Estimated US sales tax to be collected	\$0.00
AWS Data Transfer	\$30.47
Charges	\$30.47
Estimated US sales tax to be collected	\$0.00
AmazonCloudWatch	\$0.00
Charges	\$0.00
Estimated US sales tax to be collected	\$0.00

* May include estimated US sales tax, VAT, ST, GST and CT.
Amazon Web Services, Inc. is registered under the Singapore GST Overseas Vendor Registration Pay-Only Regime and GST registration number is M90373009E
AWS, Inc. is a "Registered Foreign Supplier" under Japanese Consumption Tax Law and therefore AWS, Inc. is required to declare and pay consumption tax in respect of this transaction (as a "Digital Service") to the Japan Tax Authority.

** This is not a VAT, ST or GST invoice. Related tax invoices can be accessed by going to the Bills page on your Billing Management Console.

**** Please reference the tax invoice for a breakout of the Canadian taxes by type

† Usage and recurring charges for this statement period will be charged on your next billing date. The amount of your actual charges for this statement period may differ from the charges shown on this page. The charges shown on this page do not include any additional usage charges accrued during this statement period after the date you are viewing this page. Also, one-time fees and subscription charges are assessed separately, on the date that they occur.

All charges and prices are in US Dollars
All AWS Services are sold by Amazon Web Services, Inc.

Electronic funds transfer details:

Bank Name: Wells Fargo NA
Account Name: Amazon Web Services, Inc.
Bank Address:
420 Montgomery Street
San Francisco CA 94163
Checking Account Number: 4121350227
ABA Routing Number: 121000248
Wire Routing Number: 121000248
SWIFT Code: WFBUIUS6SXXX

or Mail payment to:

Amazon Web Services, Inc.
PO BOX 84023
Seattle, WA 98124-8423, US

Amazon Simple Email Service	\$0.00
Charges	\$0.00
Estimated US sales tax to be collected	\$0.00
AWS Systems Manager	\$0.00
Charges	\$0.00
Estimated US sales tax to be collected	\$0.00
AWS Step Functions	\$0.00
Charges	\$0.00
Estimated US sales tax to be collected	\$0.00
AWS Support (Business)	\$229.60
Charges	\$229.60
Estimated US sales tax to be collected	\$0.00
AWS Directory Service	\$37.13
Charges	\$37.13
Estimated US sales tax to be collected	\$0.00
Amazon Elastic Compute Cloud	\$2,191.23
Charges	\$2,191.23
Estimated US sales tax to be collected	\$0.00
AWS Key Management Service	\$0.00
Charges	\$0.00
Estimated US sales tax to be collected	\$0.00
Amazon Virtual Private Cloud	\$37.20
Charges	\$37.20
Estimated US sales tax to be collected	\$0.00

* May include estimated US sales tax, VAT, ST, GST and CT.

Amazon Web Services, Inc. is registered under the Singapore GST Overseas Vendor Registration Pay-Only Regime and GST registration number is M90373009E

AWS, Inc. is a "Registered Foreign Supplier" under Japanese Consumption Tax Law and therefore AWS, Inc. is required to declare and pay consumption tax in respect of this transaction (as a "Digital Service") to the Japan Tax Authority.

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SWIFT Code: WFBUIUS6SXXX

or Mail payment to:

Amazon Web Services, Inc.
PO BOX 84023
Seattle, WA 98124-8423, US

Please remit payment to Amazon Web Services:

Preferred method of payment is by Electronic Funds Transfer (EFT). Please ensure to reference the invoice number in the descriptive text field of your electronic funds transfer payment.

If you have any questions regarding payment for this invoice, please email aws-receivables-support@email.amazon.com

Electronic funds transfer details:

Bank Name: Wells Fargo NA
Account Name: Amazon Web Services, Inc.
Bank Address:
420 Montgomery Street
San Francisco CA 94163
Checking Account Number: 4121350227
ABA Routing Number: 121000248
Wire Routing Number: 121000248
SWIFT Code: WFBIUS6SXXX

or Mail payment to:

Amazon Web Services, Inc.
PO BOX 84023
Seattle, WA 98124-8423, US

All web services are sold by Amazon Web Services, Inc.

The above charges include charges incurred by your account as well as by all accounts you are responsible for through Consolidated Billing.

Thank you for using Amazon Web Services.

Sincerely,
The Amazon Web Services Team

This message was produced and distributed by Amazon Web Services, Inc., 410 Terry Avenue North, Seattle, Washington 98109-5210. AWS will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of the AWS Customer Agreement or AWS Enterprise Agreement between AWS and you (whether or not it would materially alter such AWS Customer Agreement or AWS Enterprise Agreement) and which is submitted in any order, receipt, acceptance, confirmation, correspondence or otherwise, unless AWS specifically agrees to such provision in a written instrument signed by AWS.

File Attachments for Item:

. Order 26,781 - approving Amendment No. 9 02092021 to the Community Development Block Grant (CDBG) Program 2019 Annual Action Plan, effective April 20, 2021, to include reallocations for the 2020 South Penn Playground Project, the 20-19 PHA FCH Sidewalk Project, and 2019 Admin/Program Income

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

ORDER NO. 26,781

DATE: April 20, 2021

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

THAT, the following amendments to the Community Development Block Grant Program be and are hereby approved effective April 20, 201:

Program	Current	Amendment	New Total
2020 South Penn Playground	\$20,600	\$16,900.00	\$37,500.00
2019 PHA FCH Sidewalk Project	\$50,000	\$23,237.67	\$73,237.67
2019 Admin/Program Income	\$143,049.48	(\$40,137.67)	\$102,911.81

Raymond M. Morriss, Mayor

Public Notice of Intent to Reprogram Community Development Block Grant Funds

Amendment #9 02092021

City of Cumberland

In accordance with federal regulations governing the Consolidated Planning process, the City of Cumberland is notifying the public regarding a proposal to reprogram Community Development Block Grant (CDBG) funds from activities affecting the 2019 Annual Action Plan. Reprogramming CDBG funds in a timely manner enables the City to comply with HUD "Timeliness" standards and allows the funds to be used on "shovel ready" activities.

The changes proposed for the FY 2019 Annual Action Plan involve completing the Administration project and reallocating remaining funds and program income, to two existing public facilities activities. Allegany County Board of Education requested an additional \$16,900 funds to complete the 2020 South Penn Playground project (SS20060) originally funded at \$20,600. The funds were allocated to purchase and install playground equipment available to the South Cumberland neighborhood and to the students attending South Penn Elementary.

The Cumberland Housing Group is requesting an additional \$23,237.67 to complete the 2019 PHA FCH Sidewalk project (RR19048) which had initially been funded at \$50,000. Funds will be used to complete interior sidewalks adjacent to the newly renovated Riverbend housing units in the Rolling Mill neighborhood area.

As a result of the aforementioned proposed changes to the 2019 Annual Action Plan, the FY 2019 Administration project will be completed at \$102,911.81 and \$40,137.67 will be reallocated to 2020 South Penn Elementary Playground, increasing the total project to \$37,500 and to the 2019 PHA FCH Sidewalk project, increasing that total project funding to \$73,237.67.

Written comments concerning the proposed amendment may be provided effective Thursday, March 18, 2021 through 4 PM , Monday, April 19, 2021. Provide written comments to the City of Cumberland, Department of Community Development by mail to 57 N. Liberty Street, Cumberland, Maryland or email to lee.borrer@cumberlandmd.gov. This Amendment to the 2019 Community Development Block Grant Annual Action Plan will be presented to Mayor and City Council at the regular meeting on Tuesday, April 6, 2021 and up for approval on Tuesday, April 20, 2021 in Council Chambers at City Hall at 6:15 PM or by virtual livestream forum during the pandemic where public group assembly is discouraged.

ADV: Thursday, March 18, 2021

File Attachments for Item:

. Order 26,782 - Accepting the bid from Carl Belt, Inc. for the Decatur Street 24" Crosstown Water Main Replacement Project (31-17-W) in the lump sum cost of \$3,112,885.95, contingent upon MD Department of the Environment approval

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

ORDER NO. 26,782

DATE: April 20, 2021

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

THAT, the bid from Carl Belt, Inc., for the Decatur Street 24" Water Main Replacement Project (31-17-W) in the lump sum cost of Three Million, One Hundred Twelve Thousand, Eight Hundred Eighty-Five Dollars and Ninety-Five Cents (\$3,112,885.95) be and is hereby accepted and all other bids are hereby rejected; and

BE IT FURTHER ORDERED, that award of this bid is contingent upon final approval from the Maryland Department of the Environment.

Raymond M. Morriss, Mayor

Budget: 002.299EE.63000

Other funding: ARC and MDE Grant Funds, DWSRF Loans

PROJECT INFORMATION	
Project Title:	Decatur Street 24" Crosstown Water Main Replacement
City Project:	31-17-W
Contract Length:	150 Calendar Days
BID OPENING	
Date & Time:	April 7, 2021 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION			
BIDDER	BIDDER	BIDDER	BIDDER
Carl Belt, Inc.	D&M Contracting, Inc.	Excavating Associates, Inc.	Garney Construction
11521 Milnor Ave. Cumberland, MD 21502	1868 Lions Club Road New Alexandria, PA 15670	PO Box 434 Elerslie, MD 21529	3959 Pender Drive Suite 100 Fairfax, VA 22030

BIDS AND ALTERNATES				Carl Belt, Inc.		D&M Contracting, Inc.		Excavating Associates, Inc.		Garney Construction	
BID NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID											
1	Mobilization (Equip., Materials, Bonds, Etc.)	L.S.	1	\$ 101,920.00	\$ 101,920.00	\$ 119,000.00	\$ 119,000.00	\$ 136,417.00	\$ 136,417.00	\$ 199,600.00	\$ 199,600.00
2	Construction Stakeout	L.S.	1	\$ 54,650.00	\$ 54,650.00	\$ 11,657.50	\$ 11,657.50	\$ 6,619.00	\$ 6,619.00	\$ 20,000.00	\$ 20,000.00
3	Traffic Maintenance	L.S.	1	\$ 77,210.00	\$ 77,210.00	\$ 129,000.00	\$ 129,000.00	\$ 54,800.00	\$ 54,800.00	\$ 30,000.00	\$ 30,000.00
4	Temporary Traffic Signs	L.S.	1	\$ 22,200.00	\$ 22,200.00	\$ 29,070.75	\$ 29,070.75	\$ 22,260.00	\$ 22,260.00	\$ 15,000.00	\$ 15,000.00
5	Photography and Videography of Existing Site	L.S.	1	\$ 2,155.00	\$ 2,155.00	\$ 2,915.00	\$ 2,915.00	\$ 3,668.00	\$ 3,668.00	\$ 7,500.00	\$ 7,500.00
6	Test Pit Excavation	C.Y.	750	\$ 10.00	\$ 7,500.00	\$ 10.00	\$ 7,500.00	\$ 142.00	\$ 106,500.00	\$ 50.00	\$ 37,500.00
7	Project Sign	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Sediment Control (SIP)	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Concrete Pavement Demo & Disposal	S.Y.	3050	\$ 14.95	\$ 45,597.50	\$ 4.25	\$ 12,962.50	\$ 8.00	\$ 24,400.00	\$ 22.00	\$ 67,100.00
10	Misc. Concrete Demo	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Demolition of Existing Utilities	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Grout Abandoned Water Mains	C.Y.	247	\$ 265.00	\$ 65,455.00	\$ 413.25	\$ 102,072.75	\$ 273.00	\$ 67,431.00	\$ 175.00	\$ 43,225.00
13	3/4" Type "K" Copper	L.F.	640	\$ 57.00	\$ 36,480.00	\$ 48.00	\$ 30,720.00	\$ 122.50	\$ 78,400.00	\$ 110.00	\$ 70,400.00
14	1" Type "K" Copper	L.F.	20	\$ 72.15	\$ 1,443.00	\$ 59.50	\$ 1,190.00	\$ 140.00	\$ 2,800.00	\$ 115.00	\$ 2,300.00
15	6" Dia. Water Main Class 52 DIP	L.F.	433	\$ 110.50	\$ 47,846.50	\$ 244.00	\$ 105,652.00	\$ 169.00	\$ 73,177.00	\$ 210.00	\$ 90,930.00
16	6" Gate Valve with Roadway Box	Each	3	\$ 972.00	\$ 2,916.00	\$ 975.50	\$ 2,926.50	\$ 1,141.00	\$ 3,423.00	\$ 2,000.00	\$ 6,000.00
17	24" Dia. Water Main Class 52 DIP	L.F.	2000	\$ 279.00	\$ 558,000.00	\$ 402.00	\$ 804,000.00	\$ 345.50	\$ 691,000.00	\$ 382.00	\$ 764,000.00
18	24" x 24" x 16" Wye	Each	1	\$ 18,120.00	\$ 18,120.00	\$ 19,079.75	\$ 19,079.75	\$ 22,386.00	\$ 22,386.00	\$ 18,000.00	\$ 18,000.00
19	24" x 24" x 24" x 36" Cross	Each	1	\$ 12,330.00	\$ 12,330.00	\$ 12,231.50	\$ 12,231.50	\$ 18,635.00	\$ 18,635.00	\$ 12,000.00	\$ 12,000.00
20	4" x 16" x 16" Tee	Each	1	\$ 2,995.00	\$ 2,995.00	\$ 3,375.75	\$ 3,375.75	\$ 4,583.00	\$ 4,583.00	\$ 3,600.00	\$ 3,600.00
21	6" x 16" x 16" Tee	Each	1	\$ 2,897.00	\$ 2,897.00	\$ 3,292.75	\$ 3,292.75	\$ 4,503.00	\$ 4,503.00	\$ 3,700.00	\$ 3,700.00
22	24" x 24" x 6" Tee	Each	3	\$ 2,320.00	\$ 6,960.00	\$ 3,352.50	\$ 10,057.50	\$ 4,321.00	\$ 12,963.00	\$ 4,600.00	\$ 13,800.00
23	24" x 16" x 16" Tee	Each	1	\$ 3,777.00	\$ 3,777.00	\$ 4,852.50	\$ 4,852.50	\$ 5,846.00	\$ 5,846.00	\$ 6,000.00	\$ 6,000.00
24	6" 45-degree elbow	Each	14	\$ 162.00	\$ 2,268.00	\$ 236.75	\$ 3,314.50	\$ 297.00	\$ 4,158.00	\$ 800.00	\$ 11,200.00
25	24" 11-1/4-degree elbow	Each	3	\$ 1,680.00	\$ 5,040.00	\$ 2,865.50	\$ 8,596.50	\$ 3,471.00	\$ 10,413.00	\$ 2,500.00	\$ 7,500.00
26	24" 45-degree elbow	Each	27	\$ 1,840.00	\$ 49,680.00	\$ 3,025.25	\$ 81,681.75	\$ 3,640.00	\$ 98,280.00	\$ 2,500.00	\$ 67,500.00
27	36" 45-degree elbow	Each	6	\$ 6,965.00	\$ 41,790.00	\$ 8,941.75	\$ 53,650.50	\$ 10,727.00	\$ 64,362.00	\$ 8,000.00	\$ 48,000.00
28	4" Restrained joint	Each	1	\$ 32.90	\$ 32.90	\$ 130.50	\$ 130.50	\$ 80.00	\$ 80.00	\$ 30.00	\$ 30.00
29	6" Restrained joint	Each	56	\$ 40.85	\$ 2,287.60	\$ 163.00	\$ 9,128.00	\$ 109.00	\$ 6,104.00	\$ 37.00	\$ 2,072.00
30	16" Restrained joint	Each	5	\$ 188.00	\$ 940.00	\$ 354.75	\$ 1,773.75	\$ 520.00	\$ 2,600.00	\$ 175.00	\$ 875.00
31	24" Restrained joint	Each	162	\$ 400.00	\$ 64,800.00	\$ 598.25	\$ 96,916.50	\$ 1,008.00	\$ 163,296.00	\$ 230.00	\$ 37,260.00
32	36" Restrained joint	Each	16	\$ 1,040.00	\$ 16,640.00	\$ 1,310.00	\$ 20,960.00	\$ 2,979.00	\$ 47,664.00	\$ 500.00	\$ 8,000.00
33	16" Connection to existing	Each	5	\$ 3,886.00	\$ 19,430.00	\$ 4,021.25	\$ 20,106.25	\$ 4,231.00	\$ 21,155.00	\$ 6,000.00	\$ 30,000.00
34	24" Gate valve with Vault	Each	3	\$ 32,220.00	\$ 96,660.00	\$ 35,857.25	\$ 107,571.75	\$ 42,069.00	\$ 126,207.00	\$ 42,000.00	\$ 126,000.00
35	24" Connection to existing	Each	2	\$ 5,144.00	\$ 10,288.00	\$ 8,234.75	\$ 16,469.50	\$ 5,598.00	\$ 11,196.00	\$ 7,000.00	\$ 14,000.00
36	36" Dia. Water Main Class 52 DIP	L.F.	59	\$ 651.00	\$ 38,409.00	\$ 587.75	\$ 34,677.25	\$ 628.00	\$ 37,052.00	\$ 550.00	\$ 32,450.00
37	36" Gate valve with Roadway box	Each	1	\$ 61,630.00	\$ 61,630.00	\$ 67,091.00	\$ 67,091.00	\$ 71,942.00	\$ 71,942.00	\$ 83,000.00	\$ 83,000.00
38	36" Connection to existing	Each	1	\$ 10,180.00	\$ 10,180.00	\$ 13,411.50	\$ 13,411.50	\$ 11,078.00	\$ 11,078.00	\$ 18,000.00	\$ 18,000.00
39	Existing Utility Workaround (In addition to what is shown)	Each	5	\$ 1,225.00	\$ 6,125.00	\$ 1,000.00	\$ 5,000.00	\$ 3,684.00	\$ 18,420.00	\$ 7,500.00	\$ 37,500.00
40	Fire Hydrant Assembly	Each	3	\$ 3,669.00	\$ 11,007.00	\$ 8,095.00	\$ 24,285.00	\$ 8,732.00	\$ 26,196.00	\$ 8,400.00	\$ 25,200.00
41	1" Water Service Tap	Each	1	\$ 1,293.00	\$ 1,293.00	\$ 1,188.00	\$ 1,188.00	\$ 1,090.00	\$ 1,090.00	\$ 6,000.00	\$ 6,000.00
42	Trench backfill (CR-6)	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43	CR-6 Maintenance of Traffic	Ton	500	\$ 23.50	\$ 11,750.00	\$ 33.75	\$ 16,875.00	\$ 29.50	\$ 14,750.00	\$ 40.00	\$ 20,000.00
44	6" Graded Aggregate Base Course	S.Y.	4465	\$ 10.10	\$ 45,096.50	\$ 11.00	\$ 49,115.00	\$ 14.00	\$ 62,510.00	\$ 15.00	\$ 66,975.00
45	5 1/2" Hot Mix Asphalt Paving (Binder Course)	Ton	268	\$ 160.70	\$ 43,067.60	\$ 159.00	\$ 42,612.00	\$ 212.00	\$ 56,816.00	\$ 120.00	\$ 32,160.00
46	1 1/2" Hot Mix Asphalt Paving (Surface Course)	Ton	155	\$ 139.05	\$ 21,552.75	\$ 201.00	\$ 31,155.00	\$ 144.00	\$ 22,320.00	\$ 110.00	\$ 17,050.00
47	New 6" concrete pavement w/ joints	S.Y.	3050	\$ 59.30	\$ 180,865.00	\$ 98.00	\$ 298,900.00	\$ 74.00	\$ 225,700.00	\$ 175.00	\$ 533,750.00
48	Concrete Jersey Wall	L.F.	20	\$ 385.00	\$ 7,700.00	\$ 608.75	\$ 12,175.00	\$ 549.00	\$ 10,980.00	\$ 250.00	\$ 5,000.00
49	Chain Link fence	L.F.	30	\$ 51.50	\$ 1,545.00	\$ 194.25	\$ 5,827.50	\$ 175.00	\$ 5,250.00	\$ 27.00	\$ 810.00
50	New 6" Concrete Curb	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
51	Sidewalk Revisions to meet ADA requirements	Each	1	\$ 8,010.00	\$ 8,010.00	\$ 5,805.00	\$ 5,805.00	\$ 7,863.00	\$ 7,863.00	\$ 2,500.00	\$ 2,500.00
52	New 4" Concrete Sidewalk	S.F.	142	\$ 21.00	\$ 2,982.00	\$ 31.00	\$ 4,402.00	\$ 16.00	\$ 2,272.00	\$ 10.00	\$ 1,420.00
53	Relocate existing signage	Each	3	\$ 325.00	\$ 975.00	\$ 204.75	\$ 614.25	\$ 223.00	\$ 669.00	\$ 900.00	\$ 2,700.00
54	Remove existing tree and grub roots	Each	1	\$ 1,160.00	\$ 1,160.00	\$ 2,915.00	\$ 2,915.00	\$ 778.00	\$ 778.00	\$ 2,500.00	\$ 2,500.00
55	Excavation Unclassified	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
56	As-built Survey	L.S.	1	\$ 4,120.00	\$ 4,120.00	\$ 4,095.25	\$ 4,095.25	\$ 5,454.00	\$ 5,454.00	\$ 3,600.00	\$ 3,600.00
ADD/ALT #1											
100	Misc. Concrete Demo	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
101	Demolition of Existing Utilities	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
102	Grout Abandoned Water Mains	C.Y.	15	\$ 265.00	\$ 3,975.00	\$ 413.25	\$ 6,198.75	\$ 795.00	\$ 11,925.00	\$ 175.00	\$ 2,625.00

PROJECT INFORMATION	
Project Title:	Decatur Street 24" Crosstown Water Main Replacement
City Project:	31-17-W
Contract Length:	150 Calendar Days
BID OPENING	
Date & Time:	April 7, 2021 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION			
BIDDER	BIDDER	BIDDER	BIDDER
Carl Belt, Inc.	D&M Contracting, Inc.	Excavating Associates, Inc.	Garney Construction
11521 Milnor Ave. Cumberland, MD 21502	1868 Lions Club Road New Alexandria, PA 15670	PO Box 434 Elerslie, MD 21529	3959 Pender Drive Suite 100 Fairfax, VA 22030

103	Test Pit Excavation	C.Y.	100	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00	\$ 142.00	\$ 14,200.00	\$ 50.00	\$ 5,000.00
104	3/4" Type "K" Copper	L.F.	420	\$ 57.00	\$ 23,940.00	\$ 44.75	\$ 18,795.00	\$ 122.50	\$ 51,450.00	\$ 110.00	\$ 46,200.00
105	8" Dia. Water Main Class 52 DIP	L.F.	1170	\$ 101.45	\$ 118,696.50	\$ 281.00	\$ 328,770.00	\$ 178.00	\$ 208,260.00	\$ 231.00	\$ 270,270.00
106	4" Connections	Each	2	\$ 1,620.00	\$ 3,240.00	\$ 3,876.50	\$ 7,753.00	\$ 3,217.00	\$ 6,434.00	\$ 1,256.00	\$ 2,512.00
107	8" Gate Valve with Roadway Valve Box	Each	2	\$ 1,480.00	\$ 2,960.00	\$ 1,523.75	\$ 3,047.50	\$ 1,737.00	\$ 3,474.00	\$ 2,400.00	\$ 4,800.00
108	8" x 8" x 4" Tee	Each	1	\$ 303.00	\$ 303.00	\$ 320.50	\$ 320.50	\$ 763.00	\$ 763.00	\$ 1,335.00	\$ 1,335.00
109	8" x 8" x 6" Tee	Each	2	\$ 345.00	\$ 690.00	\$ 241.00	\$ 482.00	\$ 768.00	\$ 1,536.00	\$ 1,335.00	\$ 2,670.00
110	8" x 8" x 8" Tee	Each	1	\$ 385.00	\$ 385.00	\$ 449.25	\$ 449.25	\$ 875.00	\$ 875.00	\$ 1,374.00	\$ 1,374.00
111	8" 45-degree Elbow	Each	18	\$ 205.00	\$ 3,690.00	\$ 280.25	\$ 5,044.50	\$ 473.50	\$ 8,523.00	\$ 698.00	\$ 12,564.00
112	6" x 6" x 8" Tee	Each	1	\$ 518.00	\$ 518.00	\$ 540.75	\$ 540.75	\$ 987.00	\$ 987.00	\$ 1,335.00	\$ 1,335.00
113	4" Restrained joints	Each	4	\$ 32.90	\$ 131.60	\$ 130.50	\$ 522.00	\$ 80.00	\$ 320.00	\$ 30.00	\$ 120.00
114	6" Restrained Joints	Each	7	\$ 40.85	\$ 285.95	\$ 163.00	\$ 1,141.00	\$ 109.00	\$ 763.00	\$ 37.00	\$ 259.00
115	8" Restrained Joints	Each	103	\$ 55.60	\$ 5,726.80	\$ 177.75	\$ 18,308.25	\$ 155.00	\$ 15,965.00	\$ 24.00	\$ 2,472.00
116	8" Connections	Each	6	\$ 1,730.00	\$ 10,380.00	\$ 3,918.00	\$ 23,508.00	\$ 3,339.00	\$ 20,034.00	\$ 2,000.00	\$ 12,000.00
117	6" Connections	Each	5	\$ 1,895.00	\$ 9,475.00	\$ 4,087.00	\$ 20,435.00	\$ 3,272.00	\$ 16,360.00	\$ 2,000.00	\$ 10,000.00
118	Existing Utility Workaround	Each	5	\$ 1,225.00	\$ 6,125.00	\$ 1,000.00	\$ 5,000.00	\$ 3,684.00	\$ 18,420.00	\$ 7,500.00	\$ 37,500.00
119	3/4" Water Service Tap	Each	50	\$ 1,300.00	\$ 65,000.00	\$ 1,201.50	\$ 60,075.00	\$ 920.00	\$ 46,000.00	\$ 1,000.00	\$ 50,000.00
120	6" Water Service Tap	Each	1	\$ 4,705.00	\$ 4,705.00	\$ 2,888.75	\$ 2,888.75	\$ 5,192.00	\$ 5,192.00	\$ 5,000.00	\$ 5,000.00
121	Trench backfill (CR-6)	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
122	CR-6 Maintenance of Traffic	Ton	200	\$ 23.50	\$ 4,700.00	\$ 33.75	\$ 6,750.00	\$ 29.50	\$ 5,900.00	\$ 40.00	\$ 8,000.00
123	Excavation Unclassified	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
124	As-built Survey	L.S.	1	\$ 2,530.00	\$ 2,530.00	\$ 970.75	\$ 970.75	\$ 5,454.00	\$ 5,454.00	\$ 2,400.00	\$ 2,400.00
ADD/ALT #2											
200	Construction Stakeout	L.S.	1	\$ 1,200.00	\$ 1,200.00	\$ 6,214.50	\$ 6,214.50	\$ 5,454.00	\$ 5,454.00	\$ 10,000.00	\$ 10,000.00
201	Traffic Maintenance	L.S.	1	\$ 20,800.00	\$ 20,800.00	\$ 100,000.00	\$ 100,000.00	\$ 27,394.00	\$ 27,394.00	\$ 15,000.00	\$ 15,000.00
202	Temporary Traffic Signs	L.S.	1	\$ 4,520.00	\$ 4,520.00	\$ 7,496.25	\$ 7,496.25	\$ 7,344.00	\$ 7,344.00	\$ 5,000.00	\$ 5,000.00
203	Test Pit Excavation	C.Y.	750	\$ 10.00	\$ 7,500.00	\$ 10.00	\$ 7,500.00	\$ 142.00	\$ 106,500.00	\$ 50.00	\$ 37,500.00
204	Sediment Control (SIP)	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
205	Misc. Concrete Demo	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
206	Demolition of Existing Utilities	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
207	Grout Abandoned Water Mains	C.Y.	142	\$ 265.00	\$ 37,630.00	\$ 413.25	\$ 58,681.50	\$ 283.00	\$ 40,186.00	\$ 175.00	\$ 24,850.00
208	3/4" Type "K" Copper	L.F.	60	\$ 57.00	\$ 3,420.00	\$ 43.75	\$ 2,625.00	\$ 122.50	\$ 7,350.00	\$ 110.00	\$ 6,600.00
209	4" Connections	Each	1	\$ 2,345.00	\$ 2,345.00	\$ 4,099.25	\$ 4,099.25	\$ 3,217.00	\$ 3,217.00	\$ 1,256.00	\$ 1,256.00
210	6" Connections	Each	1	\$ 2,230.00	\$ 2,230.00	\$ 4,472.75	\$ 4,472.75	\$ 3,272.00	\$ 3,272.00	\$ 2,000.00	\$ 2,000.00
211	10" Dia. Water Main Class 52 DIP	L.F.	164	\$ 117.40	\$ 19,253.60	\$ 302.50	\$ 49,610.00	\$ 195.00	\$ 31,980.00	\$ 250.00	\$ 41,000.00
212	10" Connection to existing	Each	4	\$ 1,850.00	\$ 7,400.00	\$ 3,296.75	\$ 13,187.00	\$ 4,231.00	\$ 16,924.00	\$ 3,000.00	\$ 12,000.00
213	16" Dia. Water Main Class 52 DIP	L.F.	28	\$ 297.00	\$ 8,316.00	\$ 404.00	\$ 11,312.00	\$ 353.00	\$ 9,884.00	\$ 280.00	\$ 7,840.00
214	16" Gate Valve with Roadway Valve Box	Each	2	\$ 16,500.00	\$ 33,000.00	\$ 22,583.00	\$ 45,166.00	\$ 26,442.00	\$ 52,884.00	\$ 29,000.00	\$ 58,000.00
215	24" x 24" x 16" Wye	Each	1	\$ 18,120.00	\$ 18,120.00	\$ 19,079.75	\$ 19,079.75	\$ 22,386.00	\$ 22,386.00	\$ 18,000.00	\$ 18,000.00
216	10" x 10" x 4" Wye	Each	1	\$ 540.00	\$ 540.00	\$ 602.75	\$ 602.75	\$ 1,824.00	\$ 1,824.00	\$ 3,200.00	\$ 3,200.00
217	24" x 24" x 16" Tee	Each	1	\$ 3,131.00	\$ 3,131.00	\$ 4,188.50	\$ 4,188.50	\$ 5,846.00	\$ 5,846.00	\$ 5,400.00	\$ 5,400.00
218	24" x 24" x 6" Tee	Each	1	\$ 2,320.00	\$ 2,320.00	\$ 3,352.50	\$ 3,352.50	\$ 4,322.00	\$ 4,322.00	\$ 4,600.00	\$ 4,600.00
219	10" x 10" x 10" Tee	Each	1	\$ 585.00	\$ 585.00	\$ 646.25	\$ 646.25	\$ 2,011.00	\$ 2,011.00	\$ 3,200.00	\$ 3,200.00
220	10" 45-degree elbow	Each	4	\$ 268.00	\$ 1,072.00	\$ 385.75	\$ 1,543.00	\$ 802.50	\$ 3,210.00	\$ 945.00	\$ 3,780.00
221	16" 45-degree elbow	Each	1	\$ 956.00	\$ 956.00	\$ 1,019.00	\$ 1,019.00	\$ 2,235.00	\$ 2,235.00	\$ 1,800.00	\$ 1,800.00
222	24" 11-1/4-degree elbow	Each	2	\$ 1,680.00	\$ 3,360.00	\$ 2,865.50	\$ 5,731.00	\$ 3,470.00	\$ 6,940.00	\$ 2,500.00	\$ 5,000.00
223	24" 22-1/2-degree elbow	Each	2	\$ 1,810.00	\$ 3,620.00	\$ 2,982.25	\$ 5,964.50	\$ 3,166.00	\$ 6,332.00	\$ 2,500.00	\$ 5,000.00
224	24" 45-degree elbow	Each	16	\$ 1,840.00	\$ 29,440.00	\$ 3,025.25	\$ 48,404.00	\$ 3,640.00	\$ 58,240.00	\$ 2,500.00	\$ 40,000.00
225	4" Restrained joints	Each	1	\$ 32.90	\$ 32.90	\$ 130.50	\$ 130.50	\$ 80.00	\$ 80.00	\$ 30.00	\$ 30.00
226	6" Restrained joints	Each	1	\$ 40.85	\$ 40.85	\$ 163.00	\$ 163.00	\$ 109.00	\$ 109.00	\$ 37.00	\$ 37.00
227	10" Restrained joints	Each	1	\$ 78.30	\$ 78.30	\$ 218.50	\$ 218.50	\$ 194.00	\$ 194.00	\$ 72.00	\$ 72.00
228	16" Restrained joints	Each	8	\$ 188.00	\$ 1,504.00	\$ 354.75	\$ 2,838.00	\$ 520.00	\$ 4,160.00	\$ 175.00	\$ 1,400.00
229	24" Restrained joints	Each	102	\$ 400.00	\$ 40,800.00	\$ 598.25	\$ 61,021.50	\$ 1,008.00	\$ 102,816.00	\$ 230.00	\$ 23,460.00
230	16" Connection to existing	Each	1	\$ 3,890.00	\$ 3,890.00	\$ 4,021.25	\$ 4,021.25	\$ 4,231.00	\$ 4,231.00	\$ 6,600.00	\$ 6,600.00
231	24" Dia. Water Main Class 52 DIP	L.F.	1200	\$ 308.00	\$ 369,600.00	\$ 429.50	\$ 515,400.00	\$ 357.00	\$ 428,400.00	\$ 382.00	\$ 458,400.00
232	24" Gate Valve with Roadway Valve Box	Each	4	\$ 32,220.00	\$ 128,880.00	\$ 35,553.75	\$ 142,215.00	\$ 42,072.00	\$ 168,288.00	\$ 41,000.00	\$ 164,000.00
233	24" Connection to existing	Each	1	\$ 5,150.00	\$ 5,150.00	\$ 8,234.75	\$ 8,234.75	\$ 5,598.00	\$ 5,598.00	\$ 13,000.00	\$ 13,000.00
234	Air Release Valve	Each	1	\$ 5,500.00	\$ 5,500.00	\$ 4,561.50	\$ 4,561.50	\$ 6,660.00	\$ 6,660.00	\$ 12,750.00	\$ 12,750.00
235	Existing Utility Workaround (In addition to what is shown)	Each	5	\$ 1,225.00	\$ 6,125.00	\$ 2,921.75	\$ 14,608.75	\$ 3,684.00	\$ 18,420.00	\$ 7,500.00	\$ 37,500.00
236	Waterline encasement	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
237	Fire Hydrant Assembly	Each	1	\$ 6,940.00	\$ 6,940.00	\$ 8,585.75	\$ 8,585.75	\$ 8,719.00	\$ 8,719.00	\$ 8,400.00	\$ 8,400.00
238	Trench backfill (CR-6)	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
239	CR-6 Maintenance of Traffic	Ton	500	\$ 23.50	\$ 11,750.00	\$ 33.75	\$ 16,875.00	\$ 29.50	\$ 14,750.00	\$ 62.00	\$ 31,000.00
240	6" Graded Aggregate Base Course	S.Y.	2032	\$ 18.00	\$ 36,576.00	\$ 11.00	\$ 22,352.00	\$ 14.00	\$ 28,448.00	\$ 18.00	\$ 36,576.00

PROJECT INFORMATION	
Project Title:	Decatur Street 24" Crosstown Water Main Replacement
City Project:	31-17-W
Contract Length:	150 Calendar Days
BID OPENING	
Date & Time:	April 7, 2021 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

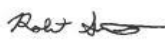
CERTIFIED BID TABULATION							
BIDDER		BIDDER		BIDDER		BIDDER	
Carl Belt, Inc.		D&M Contracting, Inc.		Excavating Associates, Inc.		Garney Construction	
11521 Milnor Ave. Cumberland, MD 21502		1868 Lions Club Road New Alexandria, PA 15670		PO Box 434 Ellerslie, MD 21529		3959 Pender Drive Suite 100 Fairfax, VA 22030	

241	5 1/2" Hot Mix Asphalt Paving (Binder Course)	Ton	568	\$ 118.50	\$ 67,308.00	\$ 159.00	\$ 90,312.00	\$ 146.00	\$ 82,928.00	\$ 120.00	\$ 68,160.00
242	1 1/2" Hot Mix Asphalt Paving (Surface Course)	Ton	155	\$ 139.10	\$ 21,560.50	\$ 201.00	\$ 31,155.00	\$ 144.00	\$ 22,320.00	\$ 110.00	\$ 17,050.00
243	New 6" concrete curb	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
244	New Chain Link Fence	L.F.	22	\$ 51.50	\$ 1,133.00	\$ 265.00	\$ 5,830.00	\$ 175.00	\$ 3,850.00	\$ 37.00	\$ 814.00
245	Sidewalk Revision to meet ADA requirements	Each	12	\$ 8,010.00	\$ 96,120.00	\$ 6,152.00	\$ 73,824.00	\$ 6,027.00	\$ 72,324.00	\$ 2,500.00	\$ 30,000.00
246	Relocate Existing signage	Each	1	\$ 325.00	\$ 325.00	\$ 204.75	\$ 204.75	\$ 234.00	\$ 234.00	\$ 1,400.00	\$ 1,400.00
247	Excavation Unclassified	Incidental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
248	As-built Survey	L.S.	1	\$ 1,545.00	\$ 1,545.00	\$ 2,600.75	\$ 2,600.75	\$ 5,454.00	\$ 5,454.00	\$ 2,750.00	\$ 2,750.00
ADD/ALT #3											
300	Delete – New 6" Concrete Paving from Base Bid	S.Y.	3050	\$ (59.30)	\$ (180,865.00)	\$ (98.00)	\$ (298,900.00)	\$ (74.00)	\$ (225,700.00)	\$ (175.00)	\$ (533,750.00)
301	5 1/2" Hot Mix Asphalt Paving (Binder Course)	Ton	889	\$ 112.50	\$ 100,012.50	\$ 197.75	\$ 175,799.75	\$ 117.00	\$ 104,013.00	\$ 120.00	\$ 106,680.00
302	1 1/2" Hot Mix Asphalt Paving (Surface Course)	Ton	242	\$ 134.00	\$ 32,428.00	\$ 239.50	\$ 57,959.00	\$ 163.00	\$ 39,446.00	\$ 110.00	\$ 26,620.00
ADD/ALT #4											
400	Concrete Pavement Demo & Disposal	S.Y.	668	\$ 10.50	\$ 7,014.00	\$ 4.25	\$ 2,839.00	\$ 9.00	\$ 6,012.00	\$ 10.00	\$ 6,680.00
401	5 1/2" Hot Mix Asphalt Paving (Binder Course)	Ton	195	\$ 118.50	\$ 23,107.50	\$ 197.75	\$ 38,561.25	\$ 123.00	\$ 23,985.00	\$ 120.00	\$ 23,400.00
402	1 1/2" Hot Mix Asphalt Paving (Surface Course)	Ton	53	\$ 176.20	\$ 9,338.60	\$ 239.50	\$ 12,693.50	\$ 250.00	\$ 13,250.00	\$ 110.00	\$ 5,830.00

	Carl Belt, Inc.	D&M Contracting, Inc.	Excavating Associates, Inc.	Garney Construction
BASE BID	\$ 1,837,776.35	\$ 2,452,000.00	\$ 2,476,466.00	\$ 2,653,707.00
ALTERNATE BID #1	\$ 268,456.85	\$ 512,000.00	\$ 442,835.00	\$ 478,436.00
ALTERNATE BID #2	\$ 1,015,617.15	\$ 1,406,047.50	\$ 1,403,718.00	\$ 1,224,425.00
ALTERNATE BID #3	\$ (48,424.50)	\$ (65,141.25)	\$ (82,241.00)	\$ (400,450.00)
ALTERNATE BID #4	\$ 39,460.10	\$ 54,093.75	\$ 43,247.00	\$ 35,910.00
TOTAL BID (INCLUDING ADD/ALT)	\$ 3,112,885.95	\$ 4,359,000.00	\$ 4,284,025.00	\$ 3,992,028.00

	Carl Belt, Inc.	D&M Contracting, Inc.	Excavating Associates, Inc.	Garney Construction
Bid	✓	✓	✓	✓
AoQtB	✓	✓	✓	✓
ARVF	✓	✓	✓	✓
Bid Bond	✓	✓	✓	✓
MDE Forms	✓	✓	✓	✓

I HEREBY CERTIFY THE ABOVE IS A TRUE AND CORRECT SUMMARY OF THE PROPOSALS RECEIVED:



 Robert Smith, PE
 Director of Engineering

Council Agenda Summary

Meeting Date: 4/20/2021

Key Staff Contact: Robert Smith, PE

Item Title:

Award Decatur Street 24" Crosstown Water Main Replacement Contract

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

Award Decatur Street 24" Crosstown Water Main Replacement Contract to low responsive bidder, Carl Belt, Inc., in the lump sum cost of \$3,112,885.95 and is contingent upon Maryland Department of the Environment (MDE) approval.

The project includes the replacement of approximately 5,000 feet of potable water piping (6", 8", 10", 16", 24", & 36") including valves, fittings, hydrants, laterals, taps, subgrade preparation, base course installation, asphalt & concrete paving, erosion and sediment control, site work, and restoration and other miscellaneous work associated with construction.

This project was advertised for bid on 3/8/21. Bids closed on 4/7/21, with four qualified bids being received. The low bidder was Carl Belt, Inc. with an acceptable bid of \$3,112,885.95. The other acceptable bids ranged from \$3,992,028 to \$4,359,000.

The project is budgeted for this fiscal year, and utilizes grant and loan funds. It is expected that construction would begin immediately after execution of the Contract.

Amount of Award: \$3,112,885.95

Budget number: 002.299EE.63000

Grant, bond, etc. reference: ARC & MDE Grant Funds, DWSRF Loans

City of Cumberland

Bid Opening: April 7, 2021, 2:30 p.m., Cumberland City Hall Council Chambers

Decatur Strett 24" Crosstown Water Main Replacement

City Project No. 31-17-W

Company	Total Bid	Affidavit	Addendum Form (2 Addendums)	Bid Bond
D&M Contracting, Inc. 1868 Lions Club Road New Alexandria, PA 15670	\$4,359,000.00	Yes	Yes	Yes
Excavating Associates P.O. Box 434 Ellerslie, MD 21529	\$4,284,025.00	Yes	Yes	Yes
Garney Companies, Inc. 3959 Pender Drive, Suite 100 Fairfax, VA 22030	\$3,992,028.00	Yes	Yes	Yes
Carl Belt, Inc. P.O. Box 1210/11521 Milnor Avenue Cumberland, MD 21502	\$3,112,885.95	Yes	Yes	Yes
The Department of Engineering will review all proposals and provide a recommendation to the Mayor and City Council for award based on the lowest and most responsive bid received.				

File Attachments for Item:

. Order 26,783 - Accepting the sole source proposal from Hertrich Fleet Services, Inc. for one (1) 2021 Ford Expedition 4WD XL Regular Length in the amount not-to-exceed \$40,077 using joint pricing through Howard County, Maryland Contract #4400003197

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

ORDER NO. 26,783

DATE: April 20, 2021

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

THAT, the sole source bid from Hertrich Fleet Services, Inc. 1427 Bay Road, Milford, DE 19963, for one (1) 2021 Ford Expedition 4WD XL, Regular Length, be and is hereby accepted in the amount not-to-exceed Forty Thousand, Seventy-Seven Dollars (\$40,077) using joint pricing through Howard County, Maryland Contract #4400003197.

Raymond M. Morriss, Mayor

Budget: FY21 001.043.64000

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep
Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

April 6, 2021

City of Cumberland Fire Department
20 Bedford Street
Cumberland, MD 21502

It is my pleasure to provide a quote for a 2021 Ford Expedition priced per the Howard County, Maryland Contract #4400003197 and equipped as follows:

Vehicle	2021 Ford Expedition 4WD XL Regular Length	\$52,075
PQ/LH	Race Red Exterior & Ebony Cloth Bucket Seats	
99T/44U	3.5L V6 EcoBoost Engine & 10 Speed Automatic Transmission	
102A	SSV Package Discount	(\$2,080)
	PEP Package 102A – SSV Package	
	<ul style="list-style-type: none"> • Air Conditioning • AM/FM Radio • Vinyl Floors • Center Console Delete • Column Shifter • 3.73 E-Locking Axle – Skid Plates • Cruise Control • Power Equipment Group 	
536	Heavy Duty Class IV Trailer Tow Package – 9200lb Capacity Integrated Trailer Brake Controller - Heavy Duty Engine Radiator 18" Machined Aluminum Wheels	\$795
TEA	P275/65R18 OWL Tires	NC
153	Front Tag Bracket – Back up Camera – Sync - Bluetooth	NC
66R	Reverse Sensing	\$110
18B	Black Platform Running Boards	\$405
21B	2nd Row Cloth Seat Covering – Bench Seat	\$110
FRT	Manufacturer's Destination and Delivery	\$1,695
	MSRP - \$53,110	
	Fleet Government Pricing	\$47,187
	Discount per Contract #4400003197	(\$1,110)
	Additional Government Concession	(\$6,000)
	Total for Truck	\$40,077

Respectfully submitted,
Jim Blecki

"A Member of the HERTRICH Family of Automobile

Council Agenda Summary

Meeting Date: April 20, 2021

Key Staff Contact: Julie Davis

Item Title: *Purchase New Fire Department Command Unit Vehicle*

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

Request approval of proposal of Hertrich Fleet Services, Inc., 1427 Bay Road, Milford, Delaware 19963, for one (1) 2021 Ford Expedition 4WD XL Regular Length for use in the Cumberland Fire Department in the amount of Forty Thousand Seventy-Seven Dollars (\$40,077.00) using joint pricing through the Howard County, Maryland Contract #4400003197.

Amount of Award: \$40,077.00

Budget number: FY2021 001-043-64000

Grant, bond, etc. reference: Budgeted Item



Margie Woodring < margie.woodring@cumberlandmd.gov >

Re: Fire Dept. Vehicle Purchase - FY21 Line Item 001-043-64000

1 message

Jeff Rhodes < jeff.rhodes@cumberlandmd.gov >
To: Julie Davis < julie.davis@cumberlandmd.gov >
Cc: Margie Woodring < margie.woodring@cumberlandmd.gov >

Wed, Apr 14, 2021 at 9:52 AM

Approved

Jeffrey D. Rhodes
City Administrator
City of Cumberland, Maryland
301-759-6424

On Tue, Apr 13, 2021 at 7:07 PM Julie Davis < julie.davis@cumberlandmd.gov > wrote:
Jeff,

Your approval is requested to place the sole source purchase of a 2021 Ford Expedition 4WD XL Regular Length Vehicle from Hertrich Fleet Services on the 4/20/2021 M&CC Agenda, total cost: \$40,077.00 through joint pricing with the Howard County, MD Contract. This vehicle is budgeted in FY2021 Line Item 001-043-64000.

(Please see forwarded emails below.)

Thank you,
Julie

Julie A. Davis, Fire Administrative Officer
City of Cumberland Fire Department
20 Bedford Street
Cumberland, Maryland 21502
Phone: 301.759.6485 Fax: 301.759.6494
Email: julie.davis@cumberlandmd.gov

----- Forwarded message -----

From: **Ken Tressler** < ken.tressler@cumberlandmd.gov >
Date: Mon, Apr 12, 2021 at 3:57 PM
Subject: Re: FY21 Line Item 001-043-64000
To: Julie Davis < julie.davis@cumberlandmd.gov >
Cc: Mark Gandolfi < mark.gandolfi@cumberlandmd.gov >, Donald Dunn < donald.dunn@cumberlandmd.gov >

You can proceed with the M&CC agenda. When do you expect to receive the vehicle?

On Thu, Apr 8, 2021 at 3:03 PM Julie Davis < julie.davis@cumberlandmd.gov > wrote:
Hello, Ken and Mark.

I found a 2021 Ford Expedition 4WD from Hertrich Fleet Services to replace the current CFD Command Unit #1, a 2004 Chevrolet Tahoe, using joint pricing through a Howard County, MD contract. Total cost is \$40,077.00

This is a budgeted expense, and we request a FY21 Fire Dept. budget line item 001-043-64000 overrun to proceed with purchasing of this fire vehicle, utilized by the Battalion Chiefs.

This overrun is requested because the following items were charged against this FY21 line item 001-043-64000:

1. Ambulance cot (with \$19,947.00 paid by Allegany County Rocky Gap funding). Purchase Order No. 2021-00000517 total \$20,873.46.
2. Two (2) Life Pak 15 cardiac monitor/defibrillators with FY21 MIEMSS Grant \$17,120.86 (reimbursement in process) and \$20,373.38 donation received from UPMC Western Maryland. Purchase Order No. 2021-00000694 total \$37,494.24. \$18,747.12 was charged against said line item.

With your approval, we would like to place this action item on the next 4/20/21 M&CC Agenda.

Thank you,
Julie

Julie A. Davis, Fire Administrative Officer
City of Cumberland Fire Department
20 Bedford Street
Cumberland, Maryland 21502
Phone: 301.759.6485 Fax: 301.759.6494
Email: julie.davis@cumberlandmd.gov

--
Ken Tressler, CPA
Director of Administrative Services
57 N. Liberty Street
Cumberland, MD 21502
Office (301) 759-6406
Cell (304) 813-6470

File Attachments for Item:

. Order 26,784 - approving the submission of Community Development Block Grant (CDBG) 2021 Annual Action Plan proposed projects to the US Department of Housing and Urban Development for funding totaling \$797,370

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

ORDER NO. 26,784

DATE: April 20, 2021

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

THAT, the following request for Community Development Block Grant (CDBG) 2021 Annual Action Plan funding be and is hereby approved for submission to the Department of Housing and Urban Development:

Project Name	2021 CDBG funding request
Housing/Rehabilitation	
JFV Sidewalk ADA installation	\$35,000
Rental Rehabilitation HRDC	\$19,300
Subtotal	\$54,300
Facilities /Infrastructure Improvements	
Baltimore Street Redesign - Phase 2	\$232,721
Constitution Park Improvements Splashpad	\$76,000
Riverside YMCA Dehumidification System Replacement	\$200,368
YMCA Gilcrist Facility HVAC Rehab Phase 2	\$48,520
Subtotal	\$557,609
Administration/Planning	
Administration	\$150,000
Subtotal	\$150,000
Public Services	
Cumberland Police Department Foot and Bike Patrols	\$3,961
AHEC West Dental Access	\$4,000
YMCA Gilcrist Food Program	\$5,000
Long Term Prescription Program Assoc Charities	\$4,000
Short Term Prescription Program Assoc Charities	\$5,000
Jane's Place Cumberland Cares Project (child abuse/neglect)	\$4,000
Abuse Intervention Program IPV (intimate partner violence)	\$9,500
Subtotal	\$35,461
TOTAL PROJECTS	\$797,370
Total Available Allocations	\$797,370

BE IT FURTHER ORDERED, that the final award amount is unknown at this time, therefore the estimated project amounts shall be increased or decreased proportionately to equal the final award amount; and

BE IT FURTHER ORDERED, that the Mayor be and is hereby authorized to execute all documents pertaining to the application for submission and for the receipt of funding.

Raymond M. Morriss, Mayor

2021 City of Cumberland Community Development Block Grant Program

City of Cumberland Community Development Staff announces the Community Development Block Grant (CDBG) 2021 Annual Action Plan proposed projects for funding. These 14 projects fall under one of four categories: Housing/Rehabilitation, Facilities/Infrastructure, Admin/Planning, and Public Services for a total of \$797,370. CDBG is funded through the U.S. Department of Housing and Urban Development. The following 2021 proposed CDBG projects will be presented at the regular Mayor and City Council meeting on Tuesday, April 6, 2021 and voted upon for final approval at the regular Mayor and City Council meeting on Tuesday, April 20, 2021.

Project Name	2021 CDBG
Housing/Rehabilitation	
JFV Sidewalk ADA installation	\$35,000
Rental Rehabilitation HRDC,	\$19,300
Subtotal	\$54,300
Facilities /Infrastructure Improvements	
Baltimore Street Redesign Ph 2	\$232,721
Constitution Park Improvements Splashpad	\$76,000
Riverside YMCA Dehumidification System Replacement	\$200,368
YMCA Gilcrist Facility HVAC Rehab Ph 2	\$48,520
Subtotal	\$557,609
Administration/Planning	
Administration	\$150,000
Subtotal	\$150,000
Public Services	
CPD Foot and Bike Patrols	\$3,961
AHEC West Dental Access	\$4,000
YMCA Gilcrist Food Program	\$5,000
Long Term Prescription Program Assoc Charities	\$4,000
Short Term Prescription Program Assoc Charities	\$5,000
Jane's Place,Cumb Cares Project (child abuse/neglect)	\$4,000
Abuse Intervention Program IPV (intimate partner violence)	\$9,500
Public Services subtotal	\$35,461
Subtotal	\$35,461
TOTAL PROJECTS	\$797,370
Total Available Allocations	\$797,370

Comments regarding the 2021 CDBG Annual Plan will be accepted through April 16, 2021 in writing to Lee Borrer, 57 N. Liberty Street, Cumberland, Maryland 21502 or lee.borrer@cumberlandmd.gov or by calling 301 759-6437 M-F, 8:00 a.m. – 4:00 p.m.

ADV: March 16

File Attachments for Item:

. Order 26,785 - appointing Reuben Lease to the Parks and Recreation Board to complete the term of Steve Bazarnik (Seat 8), with said term to be effective April 2, 2021 through February 1, 2024

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

ORDER NO. 26,785

DATE: April 20, 2021

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

THAT, Reuben Lease be and is hereby appointed to the Parks and Recreation Board to complete the term of Steve Bazarnic (Seat 8), with said term to be effective April 2, 2021 through February 1, 2024.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 26,786 - authorizing an ARC Grant Agreement between the state of MD (acting through the DHCD) and the M&CC awarding grant assistance in the amount of \$300K to be used on the "Decatur Street 24" Crosstown Water Main Replacement", City Project 31-17-W, and providing a 2-year grant term

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

ORDER NO. 26,786

DATE: April 20, 2021

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

THAT, the Mayor be and is hereby authorized to sign and accept an Appalachian Regional Commission (ARC) Grant Agreement by and between the State of Maryland, acting through the Maryland Department of Housing and Community Development (DHCD), and the Mayor and City Council of Cumberland, in the amount of Three Hundred Thousand Dollars and No Cents (\$300,000.00) to be used for the "Decatur Street 24" Crosstown Water Main Replacement Project (31-17-W).

Raymond M. Morriss, Mayor

**APPALACHIAN REGIONAL COMMISSION
FISCAL AGENT AND GRANT AGREEMENT**

RECITALS

This Appalachian Regional Commission ("ARC") Fiscal Agent and Grant Agreement (this "Agreement") is entered into by and between the Maryland Department of Housing and Community Development, a principal Department of the State of Maryland ("DHCD"), and the City of Cumberland, a municipality of the State of Maryland, ("Grantee"), and is effective as of the date of execution by DHCD (the "Effective Date").

WHEREAS, ARC distributes construction grants funds to local communities. The Appalachian Regional Development Act of 1965 (40 U.S.C. §§ 14101-14526, as amended) (the "Act"), authorizes other agencies to assist ARC with the administration of construction grants by becoming a Registered State Basic Agency ("RSBA") and serving as a fiscal agent (the "Fiscal Agent"). DHCD, as the Fiscal Agent, will administer the construction grant pursuant to a Program Design Proposal, dated September 14, 2015 (the "Program Design") and a Registered State Basic Agency Memorandum of Understanding by and between ARC and DHCD, dated September 17, 2015 (the "MOU"). The MOU is subject to the ARC Manual For State Basic Agency Grant Administration, dated March 2015 (the "ARC Manual"). The Program Design, the MOU and the ARC Manual are each attached hereto and hereby incorporated into this Agreement. ARC has agreed to provide grant funding to Grantee pursuant to a grant agreement, dated September 30, 2015 (the "ARC Grant Agreement"), which is attached hereto and hereby incorporated into this Agreement. This Agreement is subject to and shall be governed in accordance with the provisions of the Act, the MOU, the Program Design, the ARC Manual, and the ARC Grant Agreement. As the Fiscal Agent, DHCD will distribute and administer ARC grant funds to Grantee to effectuate the project set forth below.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, DHCD and Grantee agree as follows:

AGREEMENT

1. **Purpose of Agreement.** The purpose of this Agreement is to provide Grantee with funds which will enable Grantee to carry out the activities as identified in the approved scope of work which is described in the attached Exhibit A (the "Project").
2. **ARC Grant Funds Provided.** In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, DHCD agrees to provide Grantee with an initial allocation of funds in an amount not to exceed \$300,000 (the "Grant"), subject to the terms and conditions set forth in this Agreement and to the availability of funds from ARC.

3. Authorized Uses of Grant Funds. Grantee agrees to use the Grant funds only for the Project. Grantee will use Grant funds only for costs that are reasonable and necessary to perform the Project. The Project may be modified only by a written amendment to this Agreement executed by DHCD and Grantee.

4. Expenditure of Grant Funds.

a. Except as stated below, Grantee shall use the Grant funds only in accordance with the budget submitted to and approved by ARC, outlined in Exhibit B (the "Grant Budget"), and shall not expend more than the amount allocated for any category in the Grant Budget without the prior written consent of DHCD.

b. Grantee may not be reimbursed for any costs incurred prior to the Effective Date of this Agreement without the prior written consent of DHCD. All costs incurred by Grantee before the Effective Date of this Agreement and without approval by DHCD of the release of the Grant Funds are incurred voluntarily, at Grantee's risk, and upon its own credit and expense.

5. Compliance with Certain Federal Requirements.

a. Grantee shall expend the Grant in accordance with (i) the Act and any regulations promulgated thereunder; (ii) the MOU; (iii) the Program Design; (iv) the ARC Grant Agreement; and (v) all lawful directives, policies, and procedures as adopted from time to time by ARC or DHCD.

b. Grantee shall conduct and administer the Grant in conformity with Title VI of the Civil Rights Act of 1964, 42 USC §§2000d et seq and the Fair Housing Act, 42 USC §§3601-20.

c. Grantee agrees that it shall expend and administer the Grant funds in accordance with the Office of Management and Budget guidelines, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards found in Chapter 2 of Title 2 of the Code of Federal Regulations and other Federal regulations as applicable; including, but not limited to matters involving the procurement and construction management aspects of the Project, including bidding and contracting.

6. Grant Commencement and Completion; Changes.

a. Upon the Effective Date of this Agreement, Grantee shall commence the Project unless Exhibit A sets forth a special condition that must be satisfied prior to initiating the Project. In such instances, Grantee shall initiate action to satisfy any special conditions upon the Effective Date of this Agreement.

b. Grantee shall complete the Project on or before March 31, 2023.

c. Grantee shall ensure that all necessary approvals to implement the Project have been obtained, including all applicable permits and licenses.

7. Progress of the Grant. If the Project is not being completed in a manner satisfactory to DHCD, DHCD must offer, and Grantee and/or any other subrecipient of the Grant must accept, any technical assistance that DHCD feels is necessary for the Grant to proceed in a manner acceptable to DHCD prior to declaring a default.

8. Disbursement of Grant Funds.

a. After the Effective Date of this Agreement, DHCD will disburse Grant funds to Grantee after Grantee has (i) submitted any reports required to be submitted prior to the disbursement; (ii) satisfied all special conditions set forth in Exhibit A; (iii) successfully completed an environmental impact review determination; and (iv) submitted a complete request for payment that is signed by two authorized representatives of Grantee.

b. Requests for payment may seek funds to pay for projected costs anticipated to be expended as well as costs actually incurred. DHCD shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment. Payment procedures are identified in Exhibit C.

c. Grantee understands that DHCD will take approximately ten days to process a request for payment and disburse any Grant funds.

d. DHCD may withhold disbursement of Grant funds if at any time DHCD reasonably believes that Grantee is not performing or completing the Project in accordance with this Agreement.

9. Records and Reports.

a. Grantee shall maintain accurate financial and management records, in a form acceptable to DHCD and ARC, of all transactions relating to the receipt and expenditure of Grant funds and administration of the Grant. In particular, Grantee shall prepare a report for DHCD on quarterly basis in a form to be determined by DHCD.

b. Grantee shall make these records, its administrative offices and any personnel, whether full-time, part-time, consultants or volunteers, available to DHCD upon request. Grantee shall retain said records for 5 years after DHCD closes out the Grant.

c. During the Grant Period, DHCD will monitor the Grant to ensure that it is being undertaken in accordance with the terms of this Agreement. In addition, Grantee shall monitor the Grant in accordance with the requirements of DHCD and all applicable federal and State requirements.

d. Grantee shall provide DHCD with the records, reports and other documentation, as well as any additional reports upon DHCD's request. DHCD shall provide a Report Form which is to be submitted quarterly.

10. Default and Remedies.

a. A default of this Agreement shall consist of (i) the breach of any of Grantee's covenants, agreements or certifications in this Agreement; (ii) the expenditure of Grant funds for any use other than the Project; (iii) the termination of the ARC Grant Agreement; or (iv) the failure to implement the Project in a manner satisfactory to DHCD.

b. Upon the occurrence of any default, DHCD may terminate this Agreement by written notice to Grantee. Grantee shall have 30 days from the date DHCD's notice of default was postmarked to cure the default. If the default is based upon a failure of Grantee and/or any subrecipient of the Grant to implement the Project in a manner acceptable to DHCD, DHCD shall offer, and Grantee and/or any subrecipient shall accept, technical assistance. After the conclusion of such 30 day period to cure the default, if Grantee has not cured or commenced curing the default to the satisfaction of DHCD, DHCD may, at its option, immediately terminate this Agreement. In the event of termination by DHCD:

(i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not disbursed; and

(ii) DHCD may demand repayment from Grantee of any amounts previously disbursed that DHCD determines were not expended in accordance with this Agreement; and

c. In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

11. Indemnification. To the extent allowed by law, Grantee releases DHCD from, agrees that DHCD shall not have any liability for, and agrees to protect, indemnify and save harmless DHCD from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including reasonable attorney's fees, incurred by or asserted or imposed against DHCD as a result of or in connection with this Agreement or the Project. All money expended by DHCD as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Grantee to DHCD.

12. Conflicts of Interest. No person who is an employee, designee, agent, consultant, officer, or elected or appointed official of Grantee and who exercises or has exercised any functions or responsibilities with respect to activities assisted through the Grant funds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in an contract.

13. Applicability to Subrecipients, Contractors and Related Parties. Where performance of the Grant is to be carried out by any subrecipient, contractor or related party of Grantee, the provisions of this Agreement shall bind such subrecipient, contractor or related party. This shall be accomplished by a written agreement or contract between Grantee and any related party. Where

the term "Grantee" appears in this Agreement it shall be interpreted to include any subrecipient, contractor or related party of Grantee.

14. Grantee Responsibilities. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement, the Act, the general statutes of the State of Maryland, and any other applicable laws, rules, regulations, requirements policies and Executive Orders currently or hereafter in force. Grantee agrees that it is responsible for the Project's conformity with all requirements set forth in the ARC Grant Agreement, the MOU, the ARC Manual, and the Program Design, and shall ensure that all requirements set forth therein are fully met.

15. Program Manager; Notices.

a. The ARC Program Director shall serve as the representative of DHCD for this Agreement.

b. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

(i) Communications to DHCD shall be mailed to:
CDBG and ARC Program Director
Division of Neighborhood Revitalization
Department of Housing and Community Development
7800 Harkins Road
Lanham, Maryland 20706

(ii) Communications to Grantee shall be mailed to:
Robert Smith
Project Director
City of Cumberland
57 North Liberty Street
Cumberland, MD 21502

16. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by DHCD and Grantee.

17. Assignment. This Agreement may not be assigned without the prior written approval of DHCD.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant funds.

19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland, without regard to any conflict of laws provisions.

20. Effective Date of Agreement and Date Upon Which Costs May Be Incurred.

- a. The Effective Date of this Agreement will be the date of DHCD's execution.
- b. With the exception of those costs specifically identified by DHCD as eligible for reimbursement, no costs incurred by the Grantee may be eligible for reimbursement from the Grant until after Grantee has successfully completed an environmental impact review determination.

21. Term of Agreement. Unless sooner terminated pursuant to this Agreement or by the mutual consent of Grantee and DHCD, this Agreement shall remain in effect from the Effective Date of this Agreement until the Project has been completed to DHCD's satisfaction, the final amounts of the Grant have been disbursed, all reports and records due by Grantee to DHCD have been submitted and approved by DHCD and there has been a final settlement and Grant closeout between DHCD and Grantee of all issues arising out of the Grant.

22. Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be executed and delivered, such amendments hereto and such further instruments as may be required by DHCD or ARC to comply with any existing or future State or federal regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

23. Delay Does Not Constitute Wavier. No failure or delay of DHCD to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude DHCD from exercising any such default or preclude DHCD from exercising any such right, power or remedy at any later time or times.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Witness our hands and seals, set forth below.

ATTEST

CITY OF CUMBERLAND

By: _____
Raymond M. Morriss
Mayor

WITNESS:

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
Kenneth C. Holt

EFFECTIVE DATE: _____

Approved for form and legal sufficiency this ____ day of _____, 2021.

Assistant Attorney General

- Exhibit A: Scope of Work
- Exhibit B: Grant Budget
- Exhibit C: Grant Payment Procedures
- Exhibit D: Federal Award Information

Attachments

1. Program Design Proposal
2. Registered State Basic Agency Memorandum of Understanding, dated September 17, 2015
3. ARC Grant Agreement

EXHIBIT A

SCOPE OF WORK

GRANTEE: CITY OF CUMBERLAND

PROJECT NAME: DECATUR STREET CROSSTOWN WATER MAIN

PROJECT

DESCRIPTION: Funds will be used to replace 4,300 linear feet of water main and road paving in the Decatur Heights region of the City.

LOCATION: Decatur Street
Cumberland, Allegany County 21502

SPECIAL TERMS AND CONDITIONS:

1. Audit

The Grantee shall obtain the services of an independent, certified public accountant to perform an organizational-wide Single Audit of the Grantee in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found in 2 CFR Part 200 (the "Audit"). Copies of the Audit are due to the DEPARTMENT and to the CDBG/ARC PROGRAM DIRECTOR within 9 months after the end of the Grantee's fiscal year.

2. Financial Management

The County must comply with appropriate sections of 2 CFR Part 200 and other related federal regulations in the financial management of their federal grant. ARC funds should only be spent on costs that are deemed as "reasonable and necessary."

3. Environmental Review

The project funded with this grant requires a CATEGORICALLY EXCLUDED SUBJECT TO PART 58 under the National Environmental Policy Act. The City completed the Environmental Review Record and submitted it and the Request for Release of Funds to the ARC Environmental Officer. A letter was sent to the City on March 8, 2021 approving the Record and providing a Release of Funds.

4. **Nondiscrimination Policy**

The City must adopt or provide a policy stating that they will not discriminate in hiring and employment practices against any individual on the ground of race, age, handicap, religion, color, sex, familial status or national origin.

5. **Labor Standards**

Contracts using federal funds must follow all applicable federal labor standards, which are set forth in the following statutes:

- Davis-Bacon Act (40 USC 276(a-a5) - DHCD's current or proposed processes for monitoring compliance with the Davis-Bacon Act are described and illustrated in Appendix 3.
- Copeland "Anti-Kickback" Act (40 USC 276(c)
- Contract Work Hours and Safety Standards Act (40 USC 327-333)

6. **Conflict of Interest**

The City must comply with federal "Code of Conduct" standards found at 2 CFR Part 200, State of Maryland law related to conflict of interest for local governments, and the [ARC Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments](#), Section 21: Procurement. Please provide a copy of your Conflict of Interest Policy to the State for review and comment.

7. **Equal Opportunity Requirements**

The Office of Federal Contract Compliance Program has primary responsibility for enforcing the Department of Labor's Equal Employment Opportunity (EEO) provisions. However, DHCD will provide technical assistance and monitor the following requirements:

- Informing the contractor of requirements and assisting the contractor in complying with the requirements.
- Inserting the appropriate equal opportunity provisions in the contract documents.
- Awarding contracts and approving subcontract awards over \$10,000.
- Ensuring that contractors and subcontractors are in compliance with the Federal Equal Employment Opportunity requirements, and are not on a debarred list.

8. **Recordkeeping**

The City is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

9. **Debarment**

The City must complete debarment checks on all non-construction contractors hired and paid with ARC funds. Please retain completed forms in project files. The County must request debarment checks from the CDBG/ARC Labor Officer for construction contractors.

10. Procurement

The City is to comply with the procurement processes identified in the State of Maryland's *ARC Financial and Procurement Manual* which addresses procurement with federal funds. The ARC funded activities must be procured.

GRANT BUDGET

ACTIVITY	ARC FUNDS	OTHER FUNDS	TOTAL COSTS	SOURCE OF OTHER FUNDS
1. Construction	\$300,000	\$3,424,000	\$3,724,000	City/MDE
2. Engineering		\$106,000	\$106,000	City/MDE
3. Project Inspection Fees		\$200,000	\$200,000	City/MDE
4. Contingency		\$383,000	\$383,000	
5. Project Administration*				
TOTAL PROJECT COSTS	\$300,000	\$4,113,000	\$4,413,000	

** Though no administrative costs were identified in the budget, the City is required to track and report on staff costs related to administration of the grant using the Exhibit 3B form.*

EXHIBIT C

GRANT PAYMENT PROCEDURES

PART I. INTRODUCTION

1. **PURPOSE** - The grant payment procedures outlined herein are designed to expedite the transfer of Appalachian Regional Commission (ARC) funds from the State of Maryland Department of Housing and Community Development (DHCD) to an approved grantee.
2. **OUTLINE OF DHCD PROCEDURES FOR GRANTEE PAYMENTS** - The following is an outline of the procedures necessary to process a payment request:
 - a. The State of Maryland and ARC makes a determination that the grantee will receive funds from ARC. The MOU between ARC and DCHD authorizes the State to administer ARC construction projects. After project approval, ARC enters into a grant agreement with the grantee. The Division of Neighborhood Revitalization of DHCD sends the local government two copies of the DHCD Agreement, which includes:
 - Grant Payment Procedures,
 - Vendor Electronic Funds Transfer (EFT) Registration Request Form, and
 - Authorized Signatures Form.
 - b. The grantee executes the DHCD Agreement, which includes two sets of required grant payment procedures and forms. The DHCD Agreement and all forms are returned to the Maryland CDBG Director, Division of Neighborhood Revitalization, DHCD, 7800 Harkins Road, Lanham, MD 20706. The DHCD Agreement should be sent back immediately upon signing. The grant payment forms must be signed and returned prior to the grantee's first request for payment. *NOTE: The name of the grantee should appear as it is listed in the DHCD Agreement on all forms and accounts.*
 - c. DHCD then approves the completed forms. The grantee's account is established in the State's STARS financial management system in the amount of the ARC award.
 - d. DHCD provides the grantee with a copy of the Request for Payment Form.
 - e. Following the effective date of the DHCD Agreement and the completion of the Environmental Review Record which results in the grantee receiving a completed Notice of Release of Funds Form, the grantee may request funds by completing the Request for Payment Form and the Expenditure Tracking Form and submitting one original to the Maryland ARC Basic Agency Program in order to meet the grantees' current cash disbursement needs.
 - f. DHCD will review grantee's Request for Payment. The review will:

- verify authorized signatures;
 - verify mathematical computations;
 - for appropriate activities, verify that the environmental clearance has been obtained and the notification of release of funds issued;
 - verify that request will not exceed amount budgeted for the appropriate project activity and that expenses to date, are listed according to the line item categories from the DHCD Agreement budget which is in compliance with the SF424C;
 - verify that sufficient grant funds are available;
 - determine that other applicable special conditions have been met; and
 - Review the grantee's brief narrative about project progress or any delays or issues, etc.
- g. Upon completion of the review of the Request for Payment, DHCD staff signs to approve the request, and then forwards approved Request for Payment to the Department's Finance Division which processes and submits to the Comptroller's Office for payment.
- h. The State Treasurer's Office disburses the grant payment and electronically transfers funds directly to the grantee's designated depository for credit to its account.
3. OUTLINE OF DHCD PROCEDURES FOR USING ASAP:
- a. DHCD will follow ARC instructions for providing the required notification prior to drawing funds via the ASAP system.

PART II. POLICY

1. Grant payments cannot be made for any project until the following actions occur: (a) the DHCD Agreement is executed by all parties; (b) DHCD receives and approves the grantee's certification of completion of the environmental review process; and (c) DHCD removes grant conditions and issues a release of funds and (d) DHCD has determined that all other possible conditions have been met.
2. The Request for Payment form must be accurately completed or it will not be processed. If there are questions, the grantee should contact the Project Manager prior to making a payment request.
3. A request should be made allowing approximately thirty days to receive the ARC grant funds. The payment will be electronically transferred by the Treasurer's Office following receipt and approval of a completed Request for Payment form by DHCD and its Finance Division.

4. All grant payments must be disbursed only on a project completion basis. Grantees must submit payment requests only for completed activities.
5. For each Request for Payment, the grantee must verify that they have expended their own funds in proportion to what they are requesting from ARC.
6. Disbursement of ARC funds shall always be limited to the percent of project costs specified in the project approval.

PART III. GRANTEE REQUIREMENTS

1. DESIGNATION OF DEPOSITORY - State of Maryland funds will be electronically transferred directly to the depository designated and authorized by the grantee for credit to the grantee's bank account. The grantee shall complete Vendor Electronic Funds Transfer (EFT) Registration Request Form and the Authorized Signatures Form. After the forms are completed by the grantee, send two originals to the Maryland ARC Basic Agency Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. The grantee shall retain a copy for your file. The Grantee shall execute a new Vendor Electronic Funds Transfer (EFT) Registration Request Form whenever changes in the depository are made.
2. AUTHORIZED SIGNATURE FORM – The form for Authorized Signatures for Request for Payment must contain signatures identical to the typed names of the four individuals authorized by the grantee to co-sign the Request for Payment. The written and typed names must be identical on each form. The grantee shall submit the original forms to the Maryland ARC Basic Agency Program at the address listed above and retain one set for local files. The person certifying the authorized signatures cannot be listed as an authorized signature.

When the grantee submits a Request for Payment, the Maryland ARC Basic Agency Program will accept only the signatures of persons named on the current signature form on file. A grantee therefore shall submit new signature forms whenever there is a change, including additions or deletions of the persons authorized to sign a Request for Payment. A change in the title or position of a person so authorized does not require another signature form if the person's authority to sign a Request for Payment remains unchanged.

3. REQUEST FOR PAYMENT FORM - The grantee shall execute one original of Request for Payment Form each time it is determined that funds are required to meet current disbursement needs or to reimburse the grantee's advance of funds from another source.

The executed original form shall be mailed to the Maryland CDBG Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. A copy is to be retained by the grantee for its records.

4. EXPENDITURE FORM – The Grantee is required to submit form - Expenditure Tracking Form when they submit each Request for Payment Form. This form is required at this stage rather than actual copies of bills to identify the specific expenses to be paid with the ARC funds.
5. EXPENDITURE TRACKING FORM – LOCAL USE – The grantee is required to use and maintain form – Expenditure Tracking Form – Local Use. The purpose of this form when completed will assist the State in monitoring the grant and to assist the grantee with tracking expenditures.

EXHIBIT 1 – VENDOR ELECTRONIC FRUNDS TRANSFER REGISTRATION

EXHIBIT 2 – AUTHORIZED SIGNATURES

EXHIBIT 3 – REQUEST FOR PAYMENT FORM

EXHIBIT 3A – EXPENDITURE TRACKING FORM

EXHIBIT 3B – EXPENDITURE TRACKING FORM – LOCAL USE

EXHIBIT 1

**Appalachia Regional Commission Grant
Comptroller of Maryland
Vendor Electronic Funds Transfer (EFT) Registration Request Form**

Please Type or Print

Grantee Information		
Date: _____		
Grantee Identification Information (Address to be used in case of default to check):		
Grantee Name: _____		
Address: _____		

City: _____	State: _____	Zip: _____
Taxpayer Federal Employer Identification Number: _____		
Contact information: name, title, email and phone number including area code:		

Depository Bank or Credit Union Information	
Name: _____	
Contact Name: _____	Phone number: _____
ABA (routing) number: _____	
Account Number: _____	
Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Saving	
Format Desired, Check one:	
<input type="checkbox"/> CCD+ (gives Standard description line: "State of Maryland")	
<input type="checkbox"/> CTX* (multiple detail lines) <input type="checkbox"/> EDI* (full detail)	
* Note- There may be a charge to you by your bank with this format. You must contact your bank to receive this format.	
Signature/Title of Bank Official: _____	Date: _____

I am authorized by * _____ (print name of Grantee) to make the representations contained in this paragraph. Grantee authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Grantee agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Grantee agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Grantee's account. Grantee agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

Signature and title of chief elected official, controller or chief financial officer and date.

EXHIBIT 3

APPALACHIAN REGIONAL COMMISSION GRANT REQUEST FOR PAYMENT

SECTION I: REQUEST FOR PAYMENT

GRANT AGREEMENT NUMBER	REQUEST NUMBER	DEPOSITORY BANK AND ACCOUNT NUMBER	AMOUNT REQUESTED
MD-ARC-			
GRANTEE NAME AND ADDRESS <small>(Use legal name as listed in DHCD Agreement)</small>		NAME & TELEPHONE NUMBER OF GRANTEE CONTACT PERSON	FEDERAL ID NUMBER

PROJECT NARRATIVE RELATED TO PROGRESS AND REQUESTED EXPENDITURES <small>(Please include amount of non-ARC funds expended as of the date of this request)</small>

SECTION II: USE OF FUNDS (ARC FUNDS ONLY)

BUDGET ACTIVITY LINE	TOTAL ARC BUDGET AMOUNT(S)	REQUESTED AMOUNT

SECTION III: CERTIFICATION BY GRANTEE

We certify that this request in accordance with the terms and conditions of the grant agreement with the Maryland Department of Housing and Community Development and the amount requested accurately reflects the expenses, as reported on this request, and that the amount is supported by documentation in our files.

AUTHORIZED SIGNATURE	TITLE	DATE
AUTHORIZED SIGNATURE	TITLE	DATE

SECTION IV: STATE USE

DATE RECEIVED	AMOUNT APPROVED	PAYMENT REVIEWED BY	PAYMENT APPROVED BY	APPROPRIATION CODE

EXHIBIT 3A

APPALACHIAN REGIONAL COMMISSION GRANT

EXPENDITURE TRACKING FORM

Grant #: _____

Payment Request #: _____ Amount Requested: _____

*For this payment request, please identify the specific expenses to be paid with the ARC funds.
Please attach copy of form to your payment request and retain copy in your grant financial files.*

Amount Requested	Activity Line Item #	Specific Use	To Be Paid To: (Identify Specific Vendors)

STATUS OF FUNDS (ARC FUNDS ONLY)

Total Grant Payment Received to Date \$ _____

Total Disbursements to Date \$ _____

EXHIBIT D**FEDERAL AWARD INFORMATION**

(i)	Appalachian Regional Commission	
(ii)	Name of Federal Awarding Agency	Appalachian Regional Commission
(iii)	Catalog of Federal Assistance Number	23.011
(iv)	Federal Program Year	2020
(v)	Start Date of Federal Program Year for Program	September 1, 2020
(vi)	DHCD Unique Entity Identifier	028492598
(vii)	Grantee Name	City of Cumberland
(viii)	Grantee Unique Entity Identifier/DUNS Number	010095024
(ix)	Grantee Federal Identification Number	52-6000786
(x)	Date of Award to Grantee	March 1, 2021
(xi)	Amount of Federal Fiscal Year 2019 Funds Obligated/Committed by this Agreement to the Grantee by DHCD	\$300,000
(xii)	Total Amount of Federal Fiscal Year 2020 Funds Obligated/Committed to the Grantee by DHCD to date (Including the current Obligation) for Federal Fiscal Year	\$300,000

STATE OF MARYLAND
Department of Housing and Community Development

ARC Program Design Proposal

September 1, 2015

Purpose

The State of Maryland, through the Department of Housing and Community Development (DHCD), is submitting the following proposal to the Appalachian Regional Commission (ARC) to become the State Basic Agency under ARC's State Basic Agency Grants Administration Program to administer construction grants. DHCD is experienced in the administration of federal programs and is prepared to manage and monitor ARC construction projects. Upon approval of this proposal by ARC, DHCD will enter into a memorandum of understanding (MOU) that will give the agency legal authority to administer ARC grants.

DHCD Background and Experience

DHCD is Maryland's primary community development and housing agency. DHCD's mission is to work with partners to finance housing opportunities and revitalize great places for Maryland citizens to live, work and prosper. Through the use of loans, grants, tax credits and other forms of financial assistance, DHCD is able to enhance private investment in businesses, housing and communities providing all citizens the opportunity to live and prosper in affordable, desirable and secure housing in thriving communities.

DHCD administers both state and federal grant funding for housing, community development and economic development activities. Grants are for both capital and non-capital projects. The list of programs includes but is not limited to the following:

- Maryland Community Development Block Grant Program (Federal) – Provides grant funds for a variety of community and economic development projects in rural counties and towns.
- Maryland Community Development Block Grant Disaster Recovery Program (Federal) – Provides grant funds for a variety of recovery activities in communities impacted by disasters.
- Neighborhood Stabilization Program (Federal) – Provides grant funds for housing and community recovery activities related to the foreclosure crisis.
- Maryland Circuit Rider Town Manager Program (State) – Provides grant funding to hire professional staff to assist with the administration of small towns.
- Neighborhood Business Works Program (State) – Provides loan funds to small businesses in targeted revitalization areas.
- Community Legacy Program (State) – Provides grant funds for a variety of community and economic development projects in targeted revitalization areas.

DHCD is the lead agency responsible for HUD's Consolidated Plan for Housing and Community Development and administers three of the four HUD formula programs – CDBG, HOME and the Emergency Solutions Grant.

Criteria for DHCD to Serve as a Basic Agency for ARC Projects

DHCD will serve as the basic agency for ARC funded construction projects when either no federal basic agency is available to administer the proposed project or the grantee requests that DHCD serve as the basic agency for the project.

In these instances:

1. The grant applicant's authorized official will submit a written request and justification for DHCD to serve as a basic agency by the time the project proposal is submitted to ARC.
2. DHCD will determine if it is appropriate for it to serve as basic agency for the grant. DHCD reserves the right to limit the number of projects for which it serves as the basic agency based on organizational capacity.
3. The CDBG Program Director from DHCD will provide a letter to the ARC executive director indicating it will serve as the basic agency for the ARC project. This letter is a requirement for ARC project approval.

DHCD Responsibilities

DHCD will administer the project in accordance with its MOU with ARC and the procedures in this document. DHCD's responsibilities will include overseeing environmental reviews, certifying construction progress, making grant payments, and monitoring the grantee's compliance with applicable federal laws and regulations.

DHCD will administer ARC construction projects in general accordance with the guidelines and regulations governing the state CDBG program. However, ARC projects do not have to comply with all of the requirements in the Housing and Community Development Act of 1974. Specifically, ARC projects do not have to comply with HUD's requirements for benefitting low- and moderate-income persons, addressing slums and blight, or meeting other urgent needs. ARC projects must have appropriate and reasonable project outcomes, as determined through the application approval process and any applications amendments.

Administrative Fees

DHCD may elect to receive an annual lump sum payment (regardless of the number of projects being directly administered) to serve as a basic agency for ARC construction projects. This will be determined between DHCD and the Maryland Department of Planning. This fee will cover costs associated with administrative staff and expenses related to monitoring and supervising the specific projects.

Basic Agency Administrative Policies

DHCD's procedures will be executed in accordance with the following documents:

- ARC Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- Standard Form 424D: Assurances—Construction Programs
- MOU between ARC and DHCD

- ARC Manual for State Basic Agency Grant Administration

DHCD will use the ASAP payment system to request payment on behalf of the grantee.

Basic Agency Standards

In administering ARC projects, DHCD will comply with federal and state requirements and policies for construction projects, with emphasis on the following aspects of project management:

- **Financial Management**

DHCD will adhere to applicable OMB financial management standards and will be subject to auditing procedures for federal programs. DHCD will ensure that grantees adhere to applicable OMB financial management, cost principles, and audit requirements for ARC projects.

DHCD's current or proposed processes for documenting payment disbursements to grantees are described and illustrated in Appendix 1.

- **Procurement and Contracting**

DHCD will review all grantee procurement procedures and contracts prior to bidding and execution to ensure compliance with OMB procurement and contracting requirements.

- **Environmental Review**

DHCD will assess the proposed project's impact on the environment, as required by the National Environmental Policy Act (NEPA) and related federal and state acts and regulations. ARC projects are subject to the same NEPA regulations and processes as CDBG projects. No project funds may be spent and the project may not begin until the environmental assessment has been conducted and a Release of Funds is issued.

DHCD's current or proposed processes for overseeing NEPA environmental assessments are described and illustrated in Appendix 2.

- **Nondiscrimination Policy**

Grantees must adopt a policy stating that they will not discriminate in hiring and employment practices against any individual on the ground of race, age, handicap, religion, color, sex, familial status or national origin.

- **Labor Standards**

Contracts using federal funds must follow all applicable federal labor standards, which are set forth in the following statutes:

Davis-Bacon Act (40 USC 276(a-a5) - DHCD's current or proposed processes for monitoring compliance with the Davis-Bacon Act are described and illustrated in Appendix 3.

Copeland "Anti-Kickback" Act (40 USC 276(c)

Contract Work Hours and Safety Standards Act (40 USC 327-333)

After each ARC project contract is executed, DHCD must keep a copy of the contract and provide it to ARC upon request.

- **Uniform Relocation Assistance and Real Property Acquisition Policies Act**
DHCD will ensure that construction projects that involve the acquisition of real property as a result of the CDBG comply with the Uniform Relocation Act requirements.
- **Conflict of Interest**
The grantee must comply with federal “Code of Conduct” standards found at 2 CFR Part 200, State of Maryland law related to conflict of interest for local governments, and the [ARC Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments](#), Section 21: Procurement.
- **Equal Opportunity Requirements**
The Office of Federal Contract Compliance Program has primary responsibility for enforcing DOL’s Equal Employment Opportunity (EEO) provisions. However, DHCD will provide guidance to the grantee on the following requirements:
 - Informing the contractor of requirements and assisting the contractor in complying with the requirements.
 - Inserting the appropriate equal opportunity provisions in the contract documents.
 - Awarding contracts and approving subcontract awards over \$10,000.
 - Ensuring that contractors and subcontractors are in compliance with the Federal Equal Employment Opportunity requirements, and are not on a debarred list.

DHCD Project Management, Record Keeping, and Reporting Procedures

All ARC construction projects administered by DHCD will comply with the same standards and guidelines, including all applicable federal assurances, that apply to the CDBG program with the exception, as noted previously, of the national objective requirement in the Housing and Urban Development Act of 1974 (as amended).

The key role of DHCD is to ensure that the objectives outlined in the ARC grant agreement are achieved and that activities are completed on time, within budget and in compliance with ARC program requirements (according to proposed project scope). DHCD will use existing procedures, forms, and systems to verify progress and to intervene promptly if problems arise.

DHCD’s management and administrative tools to assist in overseeing a project include:

- **Start-Up Documentation**

Grantees are required to establish appropriate bank accounts and accounting systems for disbursement and documentation of grant funds, and to submit appropriate forms and certifications. Grantees must demonstrate compliance with environmental requirements and any other special conditions of the grant before receiving funds.

- **Recordkeeping and Reporting**

Grantees are required to keep appropriate records to document compliance with the ARC Grant Award Agreement, and to submit progress reports and other forms of documentation to DHCD. These reports help DHCD monitor the project's progress and identify when technical assistance might be needed. ARC forms, procedures, and reports must be used for ARC-funded construction projects.

Grantees are required to submit progress reports at least semi-annually. The reports must include either standard ARC forms (ARC-PPR Form, Standard Form 271, and Construction Reimbursement Request Worksheet) or comparable documents approved by ARC. Grantees may request technical assistance for reporting purposes.

DHCD will submit to ARC annually a Basic Agency Monitoring Report (BAMR) on all open projects, subject to exemptions approved by ARC on a discretionary basis.

- **Requests for Payment and Disbursements**

Grantees must submit requests for payment based on the approved budget and report on actual expenditures, using the forms and procedures specified in their grant agreement with DHCD.

- **Notice to Proceed**

Grantees should not begin construction until DHCD issues a Release of Funds, removes any other grant conditions and the grant agreement between the grantee and DHCD is fully executed. This assumes that all pre-certifications are complete and the ARC project memo has been signed. In certain instances, grantees may be provided written approval to begin activities with their own funds provided the environmental review has been completed and the Release of Funds has been issued.

- **Amendments**

Amendments to the scope, location, outcomes, or budget activities that exceed 10 percent will be approved in advance by DHCD and may require approval by ARC. DHCD will follow ARC's guidance on amendment procedures as outlined in the ARC Manual for State Basic Agency Grant Administration.

- **Final Closeout Reports**

Once all ARC funds are drawn down and the final Compliance Review has taken place, the project is ready to be administratively closed out. The final BAMR will detail the final expenditures, performance measures (outcomes/outputs), and any project accomplishments or information specifically required by the grant. It may also include a description of the use or disposition of real property acquired as a result of the grant.

Upon project closeout, all closeout information, ARC forms, and any other necessary and required documentation will be submitted to the state ARC program office.

- **Technical Assistance for Grantees**

DHCD will provide the following technical assistance for project grantees:

Implementation Manual: This manual outlines the steps, procedures, forms and regulations that need to be followed for successful project completion. This manual will be provided to each grantee.

Implementation Training: Training for grantees regarding the steps, procedures, forms, and regulations to follow for successful project completion will be provided by DHCD. Technical assistance will be available throughout the life of a project.

Compliance Reviews: To ensure that the project complies with DHCD's program requirements, at least one on-site compliance review will be conducted prior to project close-out. Additional reviews may be conducted on an as-needed basis and as local capacity allows. These reviews are documented by checklists and a letter to the grantee. If problems are identified and follow up action is required, DHCD will ensure that actions are taken prior to grant close out.

DHCD and State ARC Program Office Roles and Responsibilities

Overall responsibility for the management of ARC grants administered by DHCD will be assigned to DCHD's CDBG Program Director. Responsibilities of other State of Maryland officials are listed below.

CDBG Director, DHCD

- Acknowledges acceptance of interagency financial transfers and agrees to administer ARC grants.
- Prepares a Basic Agency Letter to ARC agreeing to administer the project.
- Provides assurance of compliance with statutory and regulatory requirements.
- Periodically advises ARC of any regulatory or administrative policy changes affecting the ARC-funded project.
- Periodically reports to ARC on the approved projects, contracts executed, changes in project costs, cancellations, and disbursements.
- Prepares a grant final report for ARC, to include:
- Certification of project performance measures (e.g., number of households served, number of businesses served, linear feet of water/sewer line installed, increase in capacity of water/sewer treatment plants, etc.).
- Certification of the final budget, indicating use of ARC funds and matching funds.

Project Manager, DHCD

- Maintains contact with grantees.
- Provides technical assistance as needed to grantees.
- Monitors grantees performance to ensure compliance with applicable regulations.

Financial Director, DHCD

- Accepts ARC funds on behalf of the Department.
- Monitors interagency transfer of funds.
- Requests transfer of funds back to ARC when project costs change or projects are cancelled.
- Recaptures any ARC funds from the grantee and returns them to ARC

CDBG Program Specialists, DHCD

- Staff specializing in Procurement, Environmental, FHEO and Labor Standards will provide appropriate technical assistance and guidance.
- Specialists will work with grantee to ensure that all specific requirements are met to ensure compliance.

ARC Program Manager, MD Office of Planning

- Accepts applications for ARC funding.
- Completes a preliminary screening of applications.
- Authorizes applicants to file applications with Maryland.
- Authorizes DHCD to obtain documentation on proposed projects.
- Reviews, rates, and ranks applications in accordance with policies and procedures established by Maryland.

The Maryland ARC alternate submits the application, which includes the certifications along with the state's recommendation for funding (in accordance with state policy) to ARC for funding consideration.

Maryland's ARC Program Manager will be the primary contact at the state for the grant.

Appendix 1 – DHCD Payment Procedures

Appendix 2 – DHCD Environmental Requirements

Appendix 3 - DHCD Labor Requirements

Appendix 1 – DHCD Payment Procedures

NOTE: These are based on standardized procedures used for the CDBG Program and are subject to change related to ARC requirements.

PART I. INTRODUCTION

1. **PURPOSE** - The Grant Payment procedures outlined herein are designed to expedite the transfer of Appalachian Regional Commission (ARC) funds from the State of Maryland Department of Housing and Community Development (DHCD) to an approved grantee.
2. **OUTLINE OF SYSTEM** - The following is an outline of the procedures necessary to process a CDBG grant payment request under the State of Maryland's ARC Basic Agency Program.
 - a. The State of Maryland and ARC makes a determination that a local government will receive funds from ARC. The State enters into a legal agreement with ARC. ARC enters into a grant agreement with the local government. The Division of Neighborhood Revitalization of DHCD sends the local government two copies of the DHCD Grant Agreement, which includes Grant Payment Procedures , Vendor Electronic Funds Transfer (EFT) Registration Request Form and the Authorized Signatures Form.
 - b. The grantee executes the Grant Agreement, which includes two sets of required grant payment procedures and forms. The grant agreement and all forms are returned to the Maryland CDBG Director, Division of Neighborhood Revitalization, DHCD, 7800 Harkins Road, Lanham, MD 20706. The grant agreement should be sent back immediately upon signing and the grant payment forms must be signed and returned prior to first request for payment. *NOTE: The name of the grantee should appear as it is listed in the CDBG Grant Agreement on all forms and accounts.*
 - c. The Maryland ARC Basic Agency Program approves the completed forms and the grantee's account in the amount of its ARC award is established in the State's STARS financial management system.
 - d. The Maryland ARC Basic Agency Program furnishes the grantee a copy of Request for Payment Form.
 - e. Following the effective date of the Grant Agreement and the completion of the Environmental Review Record which results in the grantee receiving a completed Notice of Release of Funds Form, the grantee may request funds by completing the Request for Payment Form and the Expenditure Tracking Form and submitting one original to the Maryland ARC Basic Agency Program in order to meet the grantees' current cash disbursement needs.

- f. The Maryland ARC Basic Agency Program will review grantee's Request for Payment. The review will:
- verify authorized signatures;
 - verify mathematical computations;
 - for appropriate activities, verify that the environmental clearance has been obtained and the notification of release of funds issued;
 - verify that request will not exceed amount budgeted for the appropriate project activity;
 - verify that sufficient grant funds are available; and
 - determine that other applicable special conditions have been met.
- g. The Maryland ARC Basic Agency Program then forwards approved Request for Payment to the Department's Finance Division which processes and submits to the Comptroller's Office for payment.
- h. The State Treasurer's Office disburses the grant payment and electronically transfers funds directly to the grantee's designated depository for credit to its account.

PART II. POLICY

1. Grant payments cannot be made for any project until the following actions occur: (a) the Grant Agreement is executed by all parties; (b) the Maryland ARC Basic Agency Program receives and approves the grantee's certification of completion of the environmental review process; and (c) the Maryland ARC Basic Agency Program removes grant conditions and issues a release of funds and (d) the Maryland ARC Basic Agency Program has determined that all other possible conditions have been met.
2. The Request for Payment form must be accurately completed or it will not be processed. If there are questions, please contact your Project Manager prior to request being made.
3. A request should be made allowing approximately thirty days to receive the ARC grant funds. The payment will be electronically transferred by the Treasurer's Office following receipt and approval of a completed Request for Payment form by the Maryland ARC Basic Agency Program and DHCD Finance Division.
4. A grantee that submits a request for payment on an advanced basis may keep up to \$5,000 on-hand. Additional requests should be in an amount to meet current disbursement needs (defined as the funds to be expended within five working days of receipt). If a State check is deposited on Friday, checks totaling the entire amount must be written by close of business the following Friday. Grantee's that request payment on a reimbursement basis are not subject to the five working day rule. All grant funds must be expended from

grantee's account by the grant end date and any funds remaining on-hand will be recaptured.

5. A grantee may request a grant payment from DHCD as often as needed. Except for the final payment, the minimum amount that may be requested is \$5,000.

PART III. GRANTEE REQUIREMENTS

1. DESIGNATION OF DEPOSITORY - State of Maryland funds will be electronically transferred directly to the depository designated and authorized by the grantee for credit to the grantee's bank account. The grantee shall complete Vendor Electronic Funds Transfer (EFT) Registration Request Form and the Authorized Signatures Form. After the forms are completed by the grantee, send two originals to the Maryland ARC Basic Agency Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. The grantee shall retain a copy for your file. The Grantee shall execute a new Vendor Electronic Funds Transfer (EFT) Registration Request Form whenever changes in the depository are made.
2. AUTHORIZED SIGNATURE FORM - The form for Authorized Signatures for Request for Payment must contain signatures identical to the typed names of the four individuals authorized by the grantee to co-sign the Request for Payment. The written and typed names must be identical on each form. The grantee shall submit the original forms to the Maryland ARC Basic Agency Program at the address listed above and retain one set for local files. The person certifying the authorized signatures cannot be listed as an authorized signature.

When the grantee submits a Request for Payment, the Maryland ARC Basic Agency Program will accept only the signatures of persons named on the current signature form on file. A grantee therefore shall submit new signature forms whenever there is a change, including additions or deletions of the persons authorized to sign a Request for Payment. A change in the title or position of a person so authorized does not require another signature form if the person's authority to sign a Request for Payment remains unchanged.

3. REQUEST FOR PAYMENT FORM - The grantee shall execute one original of Request for Payment Form each time it is determined that funds are required to meet current disbursement needs or to reimburse the grantee's advance of funds from another source.

The executed original form shall be mailed to the Maryland CDBG Program, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706. A copy is to be retained by the grantee for its records.

4. EXPENDITURE FORM - The Grantee is required to submit form - Expenditure Tracking Form when they submit each Request for Payment Form. This form is required at this stage rather than actual copies of bills to identify the specific expenses to be paid with the ARC funds.

5. EXPENDITURE TRACKING FORM – LOCAL USE - The grantee is required to use and maintain form – Expenditure Tracking Form – Local Use. The purpose of this form when completed will assist the State in monitoring the grant and to assist the grantee with tracking expenditures.

Appendix 2 – DHCD Environmental Requirements

The Maryland CDBG Program will serve as the Basic Agency administrative manager for ARC construction projects. The CDBG program requires grantees to complete an environmental review record that satisfies the National Environmental Policies Act (NEPA) prior to commencement of grant activities. The same process will be followed for the administration of the ARC funded grants.

Each grantee must complete the Environmental Review process which results in the completion of an Environmental Review Record. Grantees use required forms provided by the State to undertake the process. They will also publish a notice in the newspaper related to their findings at the conclusion of this process. The completed Environmental Review Record is submitted to the CDBG Environmental Officer.

The CDBG Environmental Officer will review the Environmental Review Record for completeness of required information and to determine if all applicable action steps were undertaken in accordance with 24 CFR Part 58. After the review, CDBG staff will determine if the NEPA requirements have been satisfied. If not, the CDBG Environmental Officer will request additional information to ensure both NEPA has been complied with.

Upon successful completion of the environmental process and execution of a grant agreement between DHCD and the grantee, DHCD will issue a Release of Funds. This document allows a grantee to begin to obligate and spend funds. A grantee may not expend or obligate ARC funds prior to receiving a “Release of Funds” from DHCD.

In addition to the above procedures, CDBG staff will conduct site visits to verify grantee compliance with applicable environmental laws and regulations as part of the financial management and general administrative review. During the site visits, they review the grantee’s financial records and supporting documentation to verify that funds were not obligated or expended prior to grant approval.

Appendix 3 – DHCD Labor Requirements

The Maryland CDBG program will serve as the Basic Agency administrative manager for ARC construction projects. The CDBG program requires grantees to comply with labor standards laws that include the Davis-Bacon Act, Copeland “Anti-Kickback” Act, and the Contract Work Hours and Safety Standards Act for all construction contracts over \$2,000. The CDBG Labor Officer is responsible for issuing federal wage decisions, conducting debarment checks on contractors, and monitoring for compliance with all applicable regulations.

Prior to procurement of a contractor, the grantee must request a wage decision from the CDBG Labor Officer based on the type of project they will undertake. The wage decision must be included in all bid documents. The grantee is required to explain all of the labor standards compliance requirements at pre-bid and pre-construction conferences. Prior to execution of contract, the grantee is to contact the CDBG Labor Officer to ensure that the wage decision is still in effect and to request a debarment check of the selected contractor.

The grantee has the responsibility for monitoring compliance through visits to the construction site and desk review of payroll documentation. Violations noted during the reviews are the responsibility of the sub grantee to resolve which may involve collecting liquidated damages. Grantees are required to submit the first payroll of each construction contract to the CDBG Labor Officer for review.

The CDBG Labor Officer will conduct an on-site monitoring to ensure that the grantee complied with all regulations and policies. If necessary, the CDBG Labor Officer will issue Findings and Matters of Concerns and require appropriate corrective action.

REGISTERED STATE BASIC AGENCY
MEMORANDUM OF UNDERSTANDING

Between

The Appalachian Regional Commission

And

The Maryland Department of Housing and Community Development

I. PURPOSE

The Appalachian Regional Development Act (40 U.S.C. §§ 14101- 14526) contains a general authorization for other agencies to assist ARC with the administration of construction grants. This Memorandum of Understanding (MOU) is entered into by the signatory agencies to allow the Maryland Department of Housing and Community Development (MD DHCD) to manage and administer Appalachian Regional Commission (ARC) construction grants in Maryland as a Registered State Basic Agency (RSBA).

II. BENEFITS TO THE AGENCIES

1. This MOU allows the ARC to disburse construction grant funds to MD DHCD so that the funds can be properly administered. Using ARC grant money to partially fund projects that may be assisted through MD DHCD's programs will result in increased administrative efficiencies, environmental benefits, and additional funding leverage to support projects in the Appalachian Region.

III. RESPONSIBILITIES

It is mutually agreed and understood by the ARC and MD DHCD that:

1. All ARC grant funds will be disbursed to MD DHCD on behalf of a local community (hereinafter "Grantee").
2. MD DHCD will provide determinations that the design, engineering, environmental reviews, and property acquisition components of the project conform to the requirements specified in the State Basic Agency Grant Administration Manual and the approved *Program Design Proposal (Program Design)*, dated September 14, 2015, which is incorporated into this agreement by this reference and attached as a supplement.
3. MD DHCD or one of the involved local or state agencies on the project will issue the project's environmental impact review determination.
4. MD DHCD will assure ARC that the grantee has agreed to comply with all applicable Federal and state laws and regulations and that the procurement and construction management aspects of the project, including bidding and contracting, are in compliance with Federal laws and

regulations pertaining to the approved *Program Design* and the State Basic Agency Grant Administration Manual, which is incorporated into this agreement by this reference and attached as a supplement.

5. MD DHCD will provide monitoring of grantee construction progress and grant expenditures no less than semi-annually. MD DHCD will perform construction inspections as necessary, but no less than one inspection during the construction phase.
6. MD DHCD will review the grantee's invoices for eligibility and completeness of supporting documentation. MD DHCD will assure processing and payment of invoices attributable to the ARC grant. MD DHCD will certify payment requests before submitting them to ARC.
7. MD DHCD will provide annual reports to ARC on construction progress and grant expenditures. Final reports shall include performance measures and final expenditures of ARC and matching funds. MD DHCD shall also obtain the grantee's written certification of final project performance measures as required by ARC and the grantee's written certification of final budget tracking on the use of ARC grant funds and matching funds.

IV. TERMS

1. This MOU will become effective on the date of the final signature. Participation in this MOU may be terminated by any signatory agency with written notification to the other parties at least 90 calendar days in advance of the effective date of termination.
2. This MOU may be amended, extended, or modified through an exchange of correspondence and upon full agreement by both signatory agencies.
3. The parties agree that nothing in this MOU requires MD DHCD to expend its funds to assist ARC projects, and that MD DHCD will do so only through the terms of its programs.


SCOTT T. HAMILTON, Executive Director
Appalachian Regional Commission

Date

9-17-15


KENNETH HOLT, Secretary
Maryland Department of Housing and Community
Development

Date

9/30/15

**Grant Agreement
Between
Appalachian Regional Commission
and
City of Cumberland**

**(Fiscal Agent for City of Cumberland: Maryland Department of
Housing and Community Development)**

ARC Contract Number: MD-20181-2021		
Project Title: Decatur Street 24" Crosstown Water Main Replacement		
ADMINISTRATIVE/FISCAL AGENT:	Maryland Department of Housing and Community Development 7800 Harkins Road Lanham, MD 20706	GRANTEE: City of Cumberland 57 North Liberty Street Cumberland, MD 21502 Project Director: Robert Smith 301-759-6601
Fiscal Agent's EIN:	52-6002033	ARC Project Coordinator: Bettina Jones
Fiscal Agent Contact:		State Administration/Liaison Officer: David Cotton
Part I - Special Provisions		

1. Statement of Purpose - Incorporation of Proposal:

This agreement implements a grant made under the authorities of Section 302 of the Appalachian Regional Development Act of 1965 (ARDA), as amended, (40 USC 14321) for the replacement of 4,300 linear feet of water main in the Decatur Heights region of Cumberland. The project will also include paving of the affected roadways in coordination with Columbia Gas.

ARC funds are being made available to the project through the Maryland Department of Housing and Community Development (MD DHCD) and will be administered in accordance with the Memorandum of Understanding (MOU) between MD DHCD and the Appalachian Regional Commission, executed on September 30, 2015, which is attached to and hereby incorporated into this agreement.

This project shall be carried out in general accord with Grantee's proposal, received at ARC on October 22, 2020. Grantee's proposal is incorporated by this reference as a supplement to this agreement. To the extent the Articles of this grant agreement conflict with the incorporated proposal, the Articles shall control.

2. Order of Precedence:

This grant agreement is subject to the provisions of the ARDA, the ARC Code and Project Guidelines,

these Special Provisions (Part I), the attached Grant Agreement: General Provisions (Part II), the Memorandum of Understanding, the Registered State Basic Agency Grant Administration Manual, and any other incorporated Supplements. Any conflicts among these provisions shall be resolved giving precedence to these authorities in the order in which they are listed above.

3. Reports:

The Grantee shall submit reports for this project to the Fiscal Agent semi-annually, or at a greater frequency determined by the Fiscal Agent. An annual report for this project shall be submitted by the Fiscal Agent to ARC, as required by the Memorandum of Agreement referenced in Article 1 on a schedule to be agreed to between the Fiscal Agent and the ARC Project Coordinator.

4. Consideration and Method of Payment:

A. Total.

For the complete and satisfactory performance of this grant agreement, as determined by ARC, Grantee shall be paid by ARC a total sum not to exceed \$300,000 of actual, reasonable and eligible project costs. Grantee shall pay, or cause to be paid, the non-ARC share of \$4,113,000 in cash, contributed services, or in-kind contributions, as approved by ARC. Payments under this Agreement shall be made to the Grantee through the Maryland Department of Housing and Community Development, as Fiscal Agent. The Grantee shall not incur any project-related costs nor begin construction without prior approval from the Fiscal Agent.

B. Method.

Progress payments in the full amount of the total ARC-approved funds are authorized under this agreement. Upon Grantee's satisfactory completion of the agreement, Grantee shall receive any balance of funds, which may be due under this agreement. Payments under this agreement shall be made under the Automated Standard Application for Payments (ASAP) process or, if necessary, upon the receipt of the Fiscal Agent's invoice.

5. Budget:

Costs will be determined in general accord with the budget (which is attached to and hereby incorporated into this agreement), subject to the terms of this Grant Agreement, the Registered State Basic Agency Grant Administration Manual, and pertinent ARC Code Provisions.

6. Period of Performance:

The grant period of performance shall be 3/1/2021 through 2/29/2024.

7. Federal Retention of Interest:

Title to equipment and/or real property purchased with grant funds resides with the Grantee and assignees and successors approved by ARC, but ARC retains a property interest in such equipment and/or real property. The equipment and/or real property must be accounted for during and after the end of the project period according to OMB property standards at 2 C.F.R. 200.310-316. To satisfy accountability, all Grantees and Subgrantees purchasing equipment and/or real property must continue to use the equipment and/or real property in the same or other projects related to objectives of ARC, as approved by ARC. If the Grantee or Subgrantee wishes to change the use of the equipment and/or real property, or dispose of it or transfer ownership, the Grantee or Subgrantee must contact ARC to request

disposition instructions. ARC is entitled to an amount equal to the value of the ARC share at the time of the change of use, disposal; or transfer of ownership.

Grantees and subgrantees, other than state agencies, that purchase or improve real property with ARC funds, and equipment valued in excess of \$100,000, must also file a notice of federal interest (NFI) in such real property or equipment.

It is the Grantee's responsibility to monitor all use to verify that the equipment and/or real property is being used primarily for the purposes of the grant and to notify ARC promptly in the event that the equipment and/or real property is no longer being used for such purposes.

Charles Howard-2/2/2021

2/2/2021

Charles Howard
General Counsel

Date

Jeffrey Rhodes-4/1/2021

4/1/2021

Jeffrey Rhodes
City Administrator

Date

Part II
Appalachian Regional Commission
Grant Agreement: General Provisions

Article 1 General Procedures.

ARC grants shall be administered in accord with the Office of Management and Budget guidelines, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards found in Chapter 2 of Title 2 of the Code of Federal Regulations and other Federal regulations as applicable.

Article 2 Restrictions on Use of ARC Funds.

Grantee warrants that it is cognizant of Section 224(b)(1) of the ARDA, which prohibits the use of ARDA funds to assist businesses to relocate from one area to another; and that, further, in keeping with Commission policy, it will not utilize ARDA funds actively to engage in any activity, the purpose of which is to encourage businesses now operating in one state to relocate into another state. No funds provided under this agreement will be used to publish or distribute material which would solicit such relocation.

Article 3 Work Plan/Detailed Budget.

(1) Grantee shall submit, as required by the ARC Project Coordinator, a work plan and/or budget for any and/or all of the tasks specified in Part I.

(2) Prior to submission of any work plan and/or budget so required by the ARC Project Coordinator, no costs shall be eligible for reimbursement, except those costs directly related to the preparation of such work plan and/or budget. Within one week after receipt, ARC shall complete a preliminary review of the work plan and/or budget and shall immediately advise the Grantee either that it is unacceptable or that it is preliminarily approved. After such preliminary approval by ARC, the Grantee may proceed with work on the project immediately with such modifications in the work plan and/or budget as required by ARC.

Article 4 Reports.

(1) Progress Reports. Grantee shall prepare and submit to the ARC Project Coordinator, progress reports indicating the work accomplished under the agreement to date, any problems encountered and ameliorative actions taken, and a forecast of work for the next report period.

(2) Final Report. Within one (1) month after the period of performance (see Part I), Grantee shall prepare and submit to the ARC Project Coordinator for approval, a final report (2 copies and a reproducible master) of all work accomplished under this Agreement including recommendations and conclusions based on the experience and results obtained.

Article 5 Contracting Procedures

In contracting for services and/or purchasing equipment under this Agreement, Grantee shall assure that (1) all contracting shall be at prices and on terms most advantageous to the Grantee and to the project; and (2) all interested parties shall have a full and fair chance at doing business with the Grantee. Grantee shall arrange for all contracting through competitive bidding, or, if permitted by state law, other negotiating and contracting procedures that will assure compliance with (1) and (2) above.

Article 6 Subcontracting.

The Grantee shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval of the Project Coordinator, and subject to conditions and provisions as the Project Coordinator may deem necessary, in his/her discretion, to protect the interests of the Commission: Provided, however, that notwithstanding the foregoing unless otherwise provided herein, such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement: Provided, further, however, that no provision of this article and no such approval by the Project Coordinator of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the Commission in addition to the total grant amount and the Commission shall not be responsible for fulfillment of Grantee's obligations to subcontractors: Provided, further, that no subcontracting shall be deemed to relieve the Grantee of any obligations under this Agreement.

Article 7 Coordination and Non-Duplication.

In carrying out the project under this Agreement, Grantee shall assure that the planning, design work and implementation of activities are coordinated with activities conducted by Grantee under other related ARC grants, if any, and shall assure that there shall be no duplication of effort or funding under this Agreement of any work or payments under those grants.

Article 8 Project Personnel.

ARC reserves the right to approve or disapprove the selection or continued participation of any personnel supported with funds made available under this Agreement.

Article 9 Compliance with Applicable Laws.

Grantee shall assure that all provisions of applicable federal, state, and local laws shall be complied with in the conduct of activities under this grant agreement. The ARC reserves the right to suspend or terminate this agreement in the event that applicable federal, state, and local laws and regulations are not complied with. Such right shall not be exclusive and does not affect rights and remedies

provided elsewhere by law, regulation, or agreement.

Article 10 Retention of Rights.

Title to equipment purchased with grant funds resides with the Grantee and assignees and successors approved by ARC, but the equipment must be accounted for during and after the end of the project period. Accountability may be satisfied by continued use during its useful life in the same or other projects related to objectives of the ARC, as approved by ARC. If the equipment is disposed of or transferred during its useful life to a use outside the scope of the ARC objectives, an amount equal to the resale value or the value of the ARC share at the time of disposal must be deposited in the grant account if still open, or the federal share must be refunded to ARC or an ARC-designated successor. ARC reserves the right to transfer such equipment and title thereto or other interest therein, to ARC, or an agency of the federal government or to another Grantee, in the event equipment, leased or purchased with funds under this agreement, is no longer used primarily for the purposes for which it is dedicated under this agreement, or is not used in substantial accord with the applicable provisions of this agreement.

It shall be Grantee's responsibility to monitor all use to ascertain that all such equipment is being used primarily for the purposes outlined herein. Grantee may propose to ARC that the equipment be transferred to another agency or entity which could utilize it for the purposes outlined in this agreement. Such transfers shall be subject to prior approval by the ARC Project Coordinator and to the reservation of rights in this Article.

Article 11 Method of Payment.

(1) Progress Payments. Grantee may receive progress payments (a) on the basis of the work performed; (b) upon ARC concurrence as to reasonableness of costs and submission of Form SF 270 (Request for Advance or Reimbursement); and; (c) upon submission to ARC of, and with the same frequency as, progress reports; and (d) upon determination by the ARC that the requirements of the agreement are being met. The total of such progress payments shall not exceed ninety (90) percent of the total grant amount unless specifically authorized in Part I of this agreement.

(2) Advance Payments. Grantee may receive advances of funds, in amounts sufficient to meet scheduled payroll costs and other related costs, including payments to subcontractors on the following basis: (a) Grantee's certification that a firm commitment has been obtained from each employee appointed under this agreement, or that firm, formal subcontracts have been executed which will require payments for goods and services to be delivered during the period for which advance is sought; (b) upon submission of form SF 270 (Request for Advance or Reimbursement) and on the basis of cost estimates approved by the ARC Project Coordinator; (c) Grantee's certification that any previous advance has been exhausted (if previous advance has not been exhausted, this remainder must be used to meet scheduled expenses payable during the next period); any additional advance subject to ARC concurrence as to need; and (d) satisfactory progress on tasks specified in Part I and the incorporated proposal.

Total Advance Payments shall not exceed 90 percent of the total grant amount unless specifically authorized in Part I of this agreement.

(3) Final Payment. Upon Grantee's satisfactory completion of the Agreement, Grantee shall receive

any balance of funds which may be due under this Agreement.

(4) Disbursements. All disbursements shall be for obligations incurred, after the effective date, in the performance of this Agreement, and shall be supported by contracts, invoices, vouchers and other data, as appropriate, evidencing the disbursements.

NOTE: All payment requests must show the 9-digit taxpayer identifying number (TIN) assigned by the Internal Revenue Service. For individuals, the Social Security Number serves as the TIN; for businesses, the Employer Identification Number serves as the TIN.

Article 12 Grant-Related Income.

Grant-related income means gross income earned by Grantee from grant supported activities and shall include, but not be limited to, income from service fees, sale of commodities, or usage or rental fees. All grant-related income shall be reported to ARC in the progress and final reports required by this Agreement.

Article 13 Rebates and Discharges from Liability.

Grantee agrees that any refunds, rebates or credits, or other amounts (including interest earned thereon) received by the Grantee (or any Assignee) shall be paid to the Commission to the extent that they are properly allocable to costs for which the Grantee has been reimbursed under this Article. Grantee will, when requested, assign such amounts to the Commission and execute such releases as may be appropriate to discharge the Commission, its officers and agents from liabilities arising out of this Agreement.

Article 14 Records /Audit.

(1) Grantee shall establish procedures to ensure that all records pertaining to costs, expenses, and funds related to the Agreement shall be kept in a manner which is consistent with generally accepted accounting procedures. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Grantee shall maintain custody of time records, payrolls, and other data, as appropriate, to substantiate all services reported to the Commission as Contributed Services under this Agreement.

(2) All invoices, vouchers, statements of costs, and reports of disbursements of funds are subject to audit.

(3) Any payment may be reduced for overpayment(s) or increased for underpayment(s) on preceding invoices or vouchers. In the event of overpayment(s) ARC reserves the option of requiring the Grantee to reimburse the Commission for the amount of the overpayment(s).

(4) If Grantee has not provided either cash or contributed services of a value determined by the Commission to be sufficient to support the payments made by the Commission, or has failed to obligate or disburse any such sums for the purpose of this Agreement, the final payment shall be

reduced, or the Grantee shall make an appropriate refund.

(5) The Grantee agrees that the Federal Co-Chairman of the ARC, the Comptroller General of the United States, the ARC, or the duly authorized representatives of any of them shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Grantee involving transactions related to this Agreement.

(6) The Grantee will, in each subcontract, require the subcontractor to agree to the application of the provisions of this article in a similar manner to the subcontractor's records relating to said subcontract.

Article 15 Responsibilities.

Notwithstanding any other provisions of this Agreement, it is expressly agreed that:

(1) Grantee will carry out the program under this Agreement as an independent contractor and not as agent of the Commission;

(2) Grantee assumes sole and complete responsibility for the conduct of the program in such a manner as to assure the safety and welfare of all persons participating in or in any way involved in, or affected by, any activities conducted under this Agreement; and

(3) The Commission, by its provision of funds for this project, undertakes no responsibility in this regard.

Article 16 Grantee's Principal Personnel.

The Project Director shall be responsible for the general guidance and overall supervision of Grantee's efforts. The Project Director shall maintain liaison with the Commission's Project Coordinator. In the event the replacement of the Project Director becomes necessary, the Grantee will advise the Commission, in writing, of the change. The Commission reserves the right to disapprove any proposed substitute or addition.

Article 17 ARC Representative.

The Project Coordinator is responsible for (i) providing liaison between the Commission and the Grantee, and (ii) obtaining approval of work accomplished by Grantee. The Commission may, in its discretion, change the Project Coordinator at any time, in which event it shall notify the Grantee in writing of the change.

Article 18 State Administration and Liaison Officer.

Grantee shall submit copies of all correspondence, reports and requests for payment required to be submitted to ARC simultaneously to the State Administration and Liaison Officer named in this

Agreement.

Article 19 Disputes.

(1) Procedure. Except as otherwise provided in this Agreement, in the event of any dispute arising under this Agreement concerning a question of fact which is not disposed of by agreement, a decision regarding the dispute shall be rendered by the Executive Director. The Grantee may, within 20 days from receipt of the Executive Director's written decision, submit to the Commission's Contract Review Committee (ARC-CRC), a written request for a review to which the ARC-CRC shall respond in writing within 60 days. Alternatively, the Grantee and the Executive Director may mutually agree to select any alternative means of dispute resolution to resolve such dispute. The decision of either the ARC-CRC or the arbitrator retained for the purpose of dispute resolution, shall be final and conclusive. Pending final decision under either alternative, the Grantee shall proceed diligently with the performance of the Agreement in accordance with the Executive Director's decision.

(2) Consideration of Questions of Law. This Article does not preclude the consideration of questions of law in connection with decisions provided for in the above paragraph; provided that nothing in this grant shall be construed as making final any decision of any administrative official, representative, or the ARC-CRC on a question of law.

(3) ARC Contract Review Committee. The ARC-CRC shall consist of the Federal Co-Chairman and the States' Co-Chairman or their appointed representatives. In a dispute in which one of the parties is either the State of the States' Co-Chairman or a Grantee from said State, the States' Vice Co-Chairman, or his/her representative, shall replace the States' Co-Chairman on the ARC-CRC for that dispute alone. Nothing herein shall operate in any way as a restriction on the powers of the Federal Co-Chairman or any state member of the Commission under the ARDA.

Article 20 Suspension/Termination for Cause.

The ARC shall have the right, upon written notice to the Grantee, to suspend or terminate this Agreement for cause, whenever the Federal Co-Chairman determines there is reasonable basis to believe there has been malfeasance, embezzlement, misappropriation, unauthorized application of federal funds or material false statement in the conduct of this Agreement or any other ARC grant agreement.

Article 21 Termination for Default.

The ARC may, by written notice to Grantee, terminate this Agreement in whole or in part in accordance with Part 52.249 of the Federal Acquisition Regulations' "Default (Fixed-Price Supply and Service)" clause in effect on the date of this Agreement including, but not limited to provisions regarding failure to perform due to causes beyond the control of Grantee, the status of completed and partially completed work after termination for default, excusable default, ARC's right to repro cure, and other remedies. Such regulations are incorporated by reference as part of this Agreement. The rights and remedies of the ARC provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Article 22 Termination for Convenience.

The ARC may, by written notice to the Grantee, terminate this Agreement in whole or in part for the convenience of the Commission, whenever the ARC determines that such action is in its best interest. If this Agreement is so terminated, the rights, duties and obligations of the parties, including compensation of the Grantee, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this Agreement and such regulations are incorporated by reference as part of this Agreement.

Article 23 Official Not to Benefit.

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with an incorporated entity for its general benefit.

Article 24 Covenant Against Contingent Fees.

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty the Commission shall have the right to annul this Agreement without liability or in its discretion to deduct from the grant amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Article 25 Equal Opportunity.

Grantee shall carry out all programs and activities in compliance with Title VI of the Civil Rights Act of 1964, and other federal laws prohibiting discrimination, and in such a manner that no person shall, on the grounds of race, color, national origin, religion, sex, age or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any such programs or activities.

Article 26 Patent Rights.

All research and development grants are subject to the government-wide Patent Policies outlined in Department of Commerce regulations (37 CFR Part 401).

Article 27 Statement of Federal Funding.

When issuing statements, press releases, requests for proposals, bid solicitations, and any and all other public documents or announcements describing the project or program funded by this Agreement, Grantee agrees and warrants that it shall clearly state:(1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

Article 28 Lobbying.

No funds made available under this Agreement may be used in any way, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress; however, this Article does not bar communications with Members of Congress as described in Title 18, section 1913, of the U.S. Code.

Article 29 Copyrights.

The Federal Government, through the Appalachian Regional Commission (ARC), reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any work developed under a contract, grant, subgrant, or contract under a grant or subgrant, and to use, and authorize others to use, for federal government purposes, any rights of copyright to which a grantee, a subgrantee or a contractor purchases ownership with grant support or contract funds. Such license to use includes, but is not limited to, the publication of such work on an ARC Web site. Use of such works for purposes related to Appalachia and the development of the Region is generally authorized by ARC to State and local governments in the ARC Region and to other public and private not-for-profit organizations serving the Region, including the Appalachian Local Development Districts.

Appendix A
Certification Regarding Lobbying for ARC Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this ARC contract, the making of this ARC grant, the making of this ARC funded loan, the entering into of this cooperative agreement, or the extension, continuation, renewal, amendment, or modification of this ARC contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person or entity for influencing or attempting to influence an officer or employee of ARC, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this ARC contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Copies of the disclosure form and instructions may be obtained from the Office of General Counsel, ARC.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. All certifications and disclosure forms shall be provided to ARC.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction. The Commission may terminate for cause any grant, contract, loan or cooperative agreement with respect to which a false certification is made. Any person who files a false certification may be subject to penalties under the law.

City of Cumberland, 57 North Liberty Street, Cumberland, MD 21502

Organization Name and Address
Jeffrey Rhodes, City Administrator

Name and Title of Certification Official

4/1/2021

Certification Regarding Drug-Free Workplace Requirements

The grantee certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about-
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs, and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- e. Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Jeffrey Rhodes, City Administrator

Name and Title of Certification Official

Jeffrey Rhodes-4/1/2021

4/1/2021

Signature

Date

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$.00	\$.00	\$ 0.00
2. Land, structures, rights-of-way, appraisals, etc.	\$.00	\$.00	\$ 0.00
3. Relocation expenses and payments	\$.00	\$.00	\$ 0.00
4. Architectural and engineering fees	\$.00	\$.00	\$ 0.00
5. Other architectural and engineering fees	\$.00	\$.00	\$ 0.00
6. Project inspection fees	\$ 200,000.00	\$.00	\$ 200,000.00
7. Site work	\$.00	\$.00	\$ 0.00
8. Demolition and removal	\$.00	\$.00	\$ 0.00
9. Construction	\$ 3,830,000.00	\$.00	\$ 3,830,000.00
10. Equipment	\$.00	\$.00	\$ 0.00
11. Miscellaneous	\$.00	\$.00	\$ 0.00
12. SUBTOTAL (sum of lines 1-11)	\$ 4,030,000.00	\$ 0.00	\$ 4,030,000.00
13. Contingencies	\$ 383,000.00	\$.00	\$ 383,000.00
14. SUBTOTAL	\$ 4,413,000.00	\$ 0.00	\$ 4,413,000.00
15. Project (program) income	\$.00	\$.00	\$ 0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 4,413,000.00	\$ 0.00	\$ 4,413,000.00
FEDERAL FUNDING			

17. Federal assistance requested, calculate as follows:
 (Consult Federal agency for Federal percentage share.)
 Enter the resulting Federal share. Enter eligible costs from line 16c Multiply X 6.80 %

Council Agenda Summary

Meeting Date: 4/20/21

Key Staff Contact: Robert Smith, Derrick Grimm

Item Title: Appalachian Regional Commission Grant Agreement for Decatur Street 24" Crosstown Water Main Replacement, City Project 31-17-W

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

The Appalachian Regional Commission (ARC) Grant Agreement is between the State of Maryland, acting through the Department of Housing and Community Development (DHCD), and the Mayor and City Council of Cumberland. The agreement awards grant assistance in the amount of \$300,000.00 to be used on the Decatur Street 24" Crosstown Water Main Replacement, City Project 31-17-W. DHCD will provide the City with a two year grant term.

Amount of Award: \$300,000.00

Budget number: N/A

Grant, bond, etc. reference: Grant