



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman Joseph P. George
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

AGENDA

M&CC Regular Meeting
City Hall Council Chambers, 57 N. Liberty St., Cumberland

DATE: February 01, 2022

OPEN SESSION

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

1. Summary Statement of the closed meeting held February 1, 2022

Presentations

1. Presentation from Allegany County Commissioner Jake Shade on the County's Investment Allegany Program, which is designed to provide match funding for projects in the downtown cores of the County's municipalities to encourage investment in the communities
2. Presentation from Ed Mullaney, Becky McClarran and Jim Stafford of a proposal to dedicate the Baltimore Street Bridge, once newly renovated, in honor of Casper R. Taylor, former Speaker of the House

Director's Reports

(A) Administrative Services

1. Administrative Services monthly report for November, 2021

Approval of Minutes

1. Approval of the Closed Session Minutes of October 13, 2021 and the Work and Regular Session Minutes of October 19, 2021

Public Hearings

1. Public Hearing to receive a presentation on the Community Development Block Grant (CDBG) 2022-23 Annual Action Plan and to allow community groups to petition for project support through CDBG funding

New Business

(A) Orders (Consent Agenda)

- 1. Order 26,946** - authorizing the sole source purchase of a new Ford F550 Dump Truck with plow and spreader from Allegheny Truck Sales and Stephenson Equipment through Co-Star pricing, for an amount not-to-exceed \$107,440.62
- 2. Order 26947** - authorizing the sole source purchase of a New Cuts SS3600HF Saw from from Cuts, Inc. for an amount not-to-exceed \$30,200.00, which will be used as an attachment on the new Water Department Caterpillar Skid Steer to help make precise cuts to concrete or asphalt
- 3. Order 26,948** - appointing the City Administrator as the Interim Zoning Administrator effective this date
- 4. Order 26,949** - authorizing execution of a contract with the Local Management Board (LMB) of Allegheny County, Inc. providing terms by which the City shall serve as a pass-through agency for funding obtained by the LMB through a Youth Services Coalition Planning Grant, to establish a strategic focus and local strategy for improved youth services in Allegheny County
- 5. Order 26,950** - accepting the bid from Archway Station, Inc. for the 2021 Children and Youth Services Analysis project in the amount not to exceed \$22,500, which will be funded in full through grant funding obtained by the Local Management Board of Allegheny County
- 6. Order 26,951** - adopting Juneteenth into the Holiday Schedule for all City employees
- 7. Order 26,952** - authorizing execution of a Donation Agreement with Cecelia Henderson for the donation of 412 Goethe Street (Tax No. 23-012677) to the City, authorizing acceptance of the deed, and authorizing the City Administrator and City Solicitor to execute documents necessary for the transfer
- 8. Order 26,953** - Order declaring City-owned property at 19 Frederick Street (Deed Liber 172, folio 17 Allegheny County Land Records) as surplus and authorizing it for sale
- 9. Order 26,954** - authorizing execution of a Memorandum of Agreement with the MD Department of Humans Services (DHS) regarding the City's participation in the Low Income Household Water Assistance Program (LIHWAP) to become effective February 1, 2022, for a five-year term, to supply eligible households with State-funded assistance for home water and wastewater bills
- 10. Order 26,955** - declaring City-owned properties at 107 S. Allegheny Street, 109 S. Allegheny Street, and 802 Maryland Avenue to be surplus and authorizing them for sale

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Administrative Services monthly report for November, 2021

Administrative Services Monthly Report for November 2021

February 1, 2022

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

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

Parks and Recreation

November 2021

Annual Tree Lighting Ceremony for the City of Cumberland – Downtown Cumberland Mall – Program coordinated by the Mall Manager, Downtown Businesses, and the City was held Friday November 26, 2020. The Lighting of the Community Tree, Mall decorations, and the tree at Emmanuel Episcopal Church were illuminated by Mayor Ray Morriss. No Visits with Santa with Candy bags for children were held following the tree lighting due to the ongoing Covid pandemic. Saturday visits with Santa and Friends are scheduled for the Book Center from 1 to 3 p.m. Bags of Candy will be provided by Parks & Rec. for Santa to give to the children.

Field Usage:

Football Practice – Youth League team practice at Flynn and Northcraft Fields, with lights, for the league playoffs all-star games and travel teams.

Soccer League games and practice concluded

*(This concluded field usage of the season, facilities at the sports complex and other ball fields are being winterized for the year by maintenance.)

Seasonal employee at Mason Complex, Chuck Lowery concluded work for the season.

Co-ed Volleyball League: The League has not been able to resume operation and play due to Covid restrictions related to Facility usage of Allegany County School properties.

Meetings attended:

Tree lighting and New Year's Eve program meeting

November Recreation Advisory Board meeting

Field usage meeting with Coed Softball League, Staff and Board Members

Sustainable Communities Renewal Application Meeting

Community Development Staff Meeting with City Administrator

Upcoming:

- December Recreation Board meeting 12/6/21
- Fireworks for New Year’s Eve
- Planning for 2021 Spring/Summer season and seasonal employees
- Allegany County Land Preservation, Parks and Recreation Plan update
- Skateboard Park Meeting/Discussion
- Fireworks quotes for the July 4th 2022
- Responding to Letters to Santa.

Community Development Report

November 2021

CODE COMPLIANCE

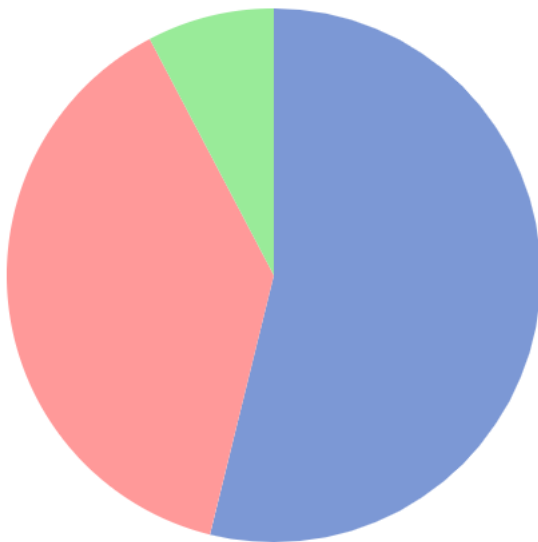
Code Enforcement Activity:

41 new cases received - 21 of those are still open

19 violations were found.

38 cases have been resolved.

Open Date From: 11/01/2021
 Open Date To: 11/30/2021



Online Requests by File Type		
Code Enforcement Cases	7	53.8%
Business Licenses	5	38.5%
Permit Projects	1	7.7%

PERMITS & RENTAL LICENSES

ISSUED - Permits, Reviews, and Licenses

37 Permits/Reviews issued

Building

Residential..... 0

Commercial..... 5

Demolition

Residential 1

Commercial 0

Electrical

Residential 1

Commercial 4

Miscellaneous

Residential..... 9

Commercial..... 1

Occupancy	Plumbing	Signage	Use Public ROW
Residential..... 5	Residential 1	Commercial 0	Total issued..... 4
Commercial..... 1	Commercial 1		
Utility	Rental Licenses	Rental Inspections.	Certificates of Appropriateness
Residential..... 1	Issued 71	Conducted: 32	Issued..... 3
Commercial..... 0		Passed..... 29	Change Amend.
		Failed..... 3	Issued..... 1
Demolitions	Plans, Reviews, Amendments and Appeals		
Residential..... 1	(ZA, SPR, SR, ZMA, ZTA, SRA)..... 0		
Commercial..... 1			

Revenue from 'Issued' Permits/Reviews

Building Permits.....	\$4,494.00
Miscellaneous Permits.....	150.00
Occupancy Permits	165.00
Sign Permits	0.00
Utility Permits	0.00
Plan Reviews, Amendments & Appeals.....	0.00
Zoning Classification Determination. (info request).....	0.00
Municipal Infractions (Citation).....	0.00
Certificates of Appropriateness	90.00
Rental Licenses (new & renewals)	9,675.00
Paid Rental Inspection Requests	<u>0.00</u>
TOTAL	\$14,574.00
 Demolition Permit – Bonds	 \$0.00

COMMUNITY DEVELOPMENT PROGRAMS

November 2021

Community Development Block Grants:

(November)

Community Development Block Grant (CDBG) Monthly Activity	Nov 2021 Report	Original Bud	ERR	Contract	Lifetime Funds Exp	
Project	Year	Original Budget			Expended	Remain
2019 Slush (Final)	2019	\$5,659.63			\$0.00	\$5,659.63
2019 Total Funds		\$5,659.63	ERR	Contract	Expended	\$5,659.63
Baltimore Street Redesign	2020	\$402,700.00	x	Released	\$0.00	\$402,700.00

*

HRDC Emergency Homeless Prevention	2020	\$25,000.00	x	x	\$20,247.17	\$4,752.83	*
South Penn Playground	2020	\$37,500.00	x	x	\$37,500.00	\$0.00	*
Admin	2020	\$110,065.20	x	x	\$77,821.64	\$32,243.56	*
Fair Housing	2020	\$8,454.00	x	x	\$8,454.00	\$0.00	*
YMCA Gilchrist HVAC	2020	\$54,000.00	x	x	\$54,000.00	\$0.00	*
AHEC Dental Access	2020	\$8,000.00	x	x	\$8,000.00	\$0.00	*
Incredible Years Parenting Family Junction	2020	\$7,000.00	x	x	\$5,644.12	\$1,355.88	*
PHA FCH Sidewalks Ph 2	2020	\$50,000.00	x	x	\$50,000.00	\$0.00	*
Constitution Park Inclusive Playground Ph 2	2020	\$65,000.00	x	x	\$62,638.82	\$2,361.18	*
HRDC Transitional Homeless Shelter	2020	\$6,000.00	x	x	\$0.00	\$6,000.00	*
2020 PI Slush (final as of July 2021)	2020	\$50.45			\$0.00	\$50.45	ad new
2020 Grant Totals		\$773,769.65			\$324,305.75	\$449,463.90	
Balt Street Redesign	2021	\$232,721.00	Released			\$232,721.00	
HRDC Rental Rehabilitation	2021	\$19,300.00	underway			\$19,300.00	
YMCA Riverside Dehumidification	2021	\$200,368.00	Released	x		\$200,368.00	
Admin	2021	\$126,426.00	x		\$11,940.38	\$114,485.62	
Ind Cost	2021	\$15,120.00	x		\$2,369.25	\$12,750.75	
Fair Housing	2021	\$8,454.00	x		\$1,011.38	\$7,442.62	
YMCA Gilchrist HVA Rpl Ph 2	2021	\$48,520.00	RROF pend			\$48,520.00	
AHEC Emergency Dental Access	2021	\$4,000.00	x	x		\$4,000.00	
Assoc Char Long Term	2021	\$4,000.00	x	x		\$4,000.00	
Assoc Char Short Term	2021	\$5,000.00	x	x		\$5,000.00	
PHA JFV Sidewalk Imps	2021	\$35,000.00	RROF pend			\$35,000.00	
FCRC IPV	2021	\$9,500.00	x	x		\$9,500.00	
Targeted Foot & Bike Patrol	2021	\$3,961.00	x	x		\$3,961.00	
Jane's Place Inc	2021	\$4,000.00	x	x		\$4,000.00	
YMCA Food Program Trans House Shelter	2021	\$5,000.00	x	x		\$5,000.00	
Const Pk/Splashpad	2021	\$87,750.00				\$87,750.00	
2021 Grant Totals		\$809,120.00			\$15,321.01	\$793,798.99	
Program Income July	2021	\$5.32	2020 Adm				
Program Income Aug	2021	\$5.32	2020 Adm				
Program Income Sept	2021	\$5.31	2020 Adm				
Program Income Oct	2021	\$0.00	na				
Program Income Nov	2021	\$10.63	2021 Admin				

Total PI 2021		\$26.58				
					Expended	Remaining
Total					\$339,626.76	\$1,248,922.52
					Total All Years	\$1,248,922.52
as of 12/14/21 post Nov 2021 Draw						

Balances:	Year	
\$5,659.63	2019	
\$449,473.85	2020	66.40 PI incl.
\$793,798.99	2021	10.63 PI Adm not incl.
\$1,248,932.47		

Historic Planning/Preservation

November 2021

(Prepared by T. Hast - K. McKenney on Medical Leave as of 9/13)

- Prepared and distributed the 11/10/21 HPC meeting agenda and packets
 - Assisted with meeting. (3 COA, 1 RCA to review)
 - Sent determination letters out to applicants of all reviewed projects
- Ordered 2021 Preservation Award plaque for Episcopal Church. Proof to be viewed at 12/8/21 HPC meeting.
- M&CC approved Tax Incentive recommendation on 600 Washington St. Staff notified Finance Dept., owner, and Allegany County.
- 'Past Forward' NTHP virtual training was held Nov. 2-5 (No HPC attendance), shared download with HPC
- Working on Certified Local Government grant report for FFY20 due in December
- Continue to work with 5 CPP District façade grant awardees on projects (1 dropped off)

Comptroller's Office

November 2021

Cash Flow:

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

On November 1, 2021, the City had a cash balance of \$24.4 million. Receipts exceeded disbursements by \$359 thousand resulting in a cash balance of \$24.7 million at November 30, 2021.

As of November 30, 2021, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund)						\$ 3,852,511
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2022	\$ 2,940,211	\$ 445,990	\$ (68)	\$ 644,004	\$ -	\$ 2,742,129
FY 2021	596,834	24	-	27,282	-	569,576
FY 2020	352,210	25	-	11,216	-	341,019
FY 2019	66,264	-	-	33,105	-	33,159
FY 2018	57,678	-	-	98	-	57,580
FY 2017	27,051	-	-	62	-	26,989
FY 2016	24,668	-	-	-	-	24,668
FY 2015	22,710	-	-	-	-	22,710
FY 2014	13,669	-	-	-	-	13,669
FY 2013	9,339	-	-	-	-	9,339
FY 2012	5,574	-	-	-	-	5,574
FY 2011	3,109	-	-	-	-	3,109
Prior FY's	2,990	-	-	-	-	2,990
	<u>\$ 4,122,307</u>	<u>\$ 446,039</u>	<u>\$ (68)</u>	<u>\$ 715,767</u>	<u>\$ -</u>	<u>\$ 3,852,511</u>

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

Real property (non-owner occupied)	\$1,005,537
Non-Corp Personal Property	25,200
Corporate Personal Property	545,495
Real Property (semiannual payments)	1,165,897
Real Property (Half Year)	0
	<u>\$2,742,129</u>

The City's liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash and investments are comprised primarily of invested American Rescue Plan Act (ARPA) funds received in advance and bond proceeds restricted to associated capital projects and expenditures.

Cash and Investment Summary

November 30, 2021

	Cash	Investments
Beginning Balance	\$ 24,378,901	\$ 12,875,945
Add:		
Cash Receipts	5,148,841	388
Investment Transfer	-	-
Less:		
Disbursements	4,790,205	-
Investment Transfer	-	-
Ending Balance	\$ 24,737,537	\$ 12,876,333
Restricted	\$ 10,739,954	\$ 6,988

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

Restricted Cash				
	11/1/2021	Increase	Utilization	11/30/2021
Police Seizures	\$ 109,791	\$ -	\$ -	\$ 109,791
Bowers Trust	53,579	-	-	53,579
Street Improvement	-	-	-	-
GOB 21	2,836,863	-	59,342	2,777,521
ARPA Funds	7,742,950	-	-	7,742,950
Demolition & Fiscal Agent Bonds	56,113	-	-	56,113
	\$ 10,799,296	\$ -	\$ 59,342	\$ 10,739,954

Restricted Investments				
	11/1/2021	Increase	Utilization	11/30/2021
DDC	\$ 6,988	\$ -	\$ -	\$ 6,988

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

GOB 21 is the FY21 general obligation bond issuance restricted for scheduled capital projects, equipment and closing costs.

Capital Projects and Associated Debt:

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

Available Bond Proceeds				
	11/1/2021	Issue	Utilization	11/30/2021
CDA 2019	2,225,349	-	-	2,225,349
GOB 21	2,836,863	-	59,342	2,777,521
	\$ 5,062,212	\$ -	\$ 59,342	\$ 5,002,870

CSO Projects Debt Draws				
	11/1/2021	Issue	Utilization	11/30/2021
Evitts Creek Debt	\$ 143,260	\$ -	\$ -	\$ 143,260
Evitts Creek Grant	5,418,560	-	-	5,418,560
78" Pipeline Debt	6,075,000	-	-	6,075,000
78" Pipeline Grant	46,338,080	-	-	46,338,080
	\$ 57,974,900	\$ -	\$ -	\$ 57,974,900

GOB21 utilization of \$59K includes \$13K for a water filtration sludge thickener mixer, \$14K toward the WWTP influent screen, \$11K toward a water main replacement, and \$21K toward flood control concrete repairs.

The following three projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with the majority of the necessary funding in place. This project is funded with \$5.4 million in grants and \$0.2 million in loan and is on hold pending site access being granted by CSX. Evitts Creek Phase 4 is in the planning phase and funding will be sought from Maryland Department of the Environment (MDE) during FY 22 to begin the engineering phase. Phase 4 project cost is estimated at \$8 million. The 78" pipeline project is budgeted to begin construction during FY22, but is delayed pending Army Corp of Engineers approval and private property easement or acquisition. The total estimated project cost is \$52.4 million and is funded with \$46.3 million in grants and \$6.1 million in loan with \$1.5 million of the loan amount being forgivable.

COVID-19:

Available Funding (as of November 30th, 2021)

The City is receiving \$19,595,850 from the American Rescue Plan Act (ARPA). Funding is distributed 50% in calendar year 2021 and the other 50% one (1) year after. On June 1, 2021, the first 50% was received in the amount of \$9,797,925. The U.S. Treasury issued guidance in May 2021 providing greater details on the eligible uses and priority of these funds in a 134-page guidance document called the Interim Final Rule. These are:

- Support public health expenditures
- Address negative economic impacts caused by the public health emergency
- Replace lost public sector revenue
- Provide premium pay for essential workers
- Invest in water, sewer, and broadband infrastructure

Funds available for use:

Purpose	Awarded	Allocation		
		Budgeted	Utilized	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850			
Respond to the health emergency				
Community Programs				
PPE				
General		\$ 55,000	\$ -	\$ 55,000
Facilities and Equipment				
Premium Pay		\$ 833,952	\$ 833,952	\$ -
Revenue Loss		\$ 6,537,558	\$ 1,224,870	\$ 5,312,689
Infrastructure Investments				
Water				
Sewer				
Broadband				
Unallocated		\$ 12,169,339	\$ -	\$12,169,339
Total:	\$19,595,850	\$ 19,595,850	\$ 2,058,822	\$17,537,028

Information Technology Department

October and November 2021

October

Statistics

148 new help desk requests

122 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Continue resolving issues with and refining mobile data terminal setup
- Continue making changes to update our network environment and improve security
- Testing the WebEx Room Camera for livestreaming
- Started planning the expansion of the data room in Public Safety building to accommodate equipment for existing programs (data storage) and future programs (CPD Body Cams)
- Started quote process for firewall migration project
- Deployed 7 new PCs – 5 in CD, 2 in City Clerk

November

Statistics

132 new help desk requests

97 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Continue resolving issues with and refining mobile data terminal setup
- Continue making changes to update our network environment and improve security
- Continued process for firewall migration project
- Ordered 6 Dell Rugged Laptops for CPD
- Completed network changes to Livescan machine to allow direct import from ACPRS

Respectfully submitted,

Jeff Silka
City Administrator

sln

File Attachments for Item:

1. Approval of the Closed Session Minutes of October 13, 2021 and the Work and Regular Session Minutes of October 19, 2021

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, October 13, 2021; 3:10 p.m.

The Mayor and City Council convened in open session at 3:10 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (3) & (7) of the General Provisions Article of the Annotated Code of Maryland to discuss the potential acquisition of two properties located along Messick Road and in the Rolling Mill District, and to receive legal advice from the City Solicitor regarding the zoning for a particular property.

MOTION: Motion to enter into Closed Session was made by Council Member Marchini, seconded by Council Member Frazier, and was passed on a vote of 4-0.

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

ALSO PRESENT: Ken Tressler, Interim City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Robert Smith, City Engineer; Matt Miller, Executive Director-CEDC; Stu Czapski, CEDC Economic Development Specialist.

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, October 19, 2021
5:00 p.m.

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

ALSO PRESENT: Ken Tressler, Interim City Administrator; Marjorie Woodring, City Clerk; Michael S. Cohen, City Solicitor

Media: Greg Larry, Cumberland Times-News

I. PUBLIC MEETING AGENDA REVIEW-OCTOBER 19, 2021

Mayor Morriss reviewed the agenda for the October 19, 2021 and called for questions or comments. He stated that a local Girl Scout Troop would be at the public meeting with a traffic request. The Mayor advised on the Oath of Office for two new CPD officers, the two Proclamations, and the two public hearings on the agenda. Mr. Tressler provided background on the first hearing, a zoning change request for 718 Frederick Street, and advised that Morgan Alban will go through it and explain it in the public meeting. The Mayor advised that for the second hearing, which is the 2020 Consolidated Annual Performance Evaluation Report (CAPER), Lee Borrer will provide a PowerPoint presentation, and said she had sent M&CC information ahead of time.

Mr. Tressler reviewed the Unfinished Business ordinance:

Ordinance No. 3901 (*2nd and 3rd Readings*) - Accepting bids for the purchase of six (6) parcels of property offered for sale through the "2021 Request for Bids - Surplus Property Round III" bid process, and authorizing the Mayor to execute deeds effecting the transfer to the successful bidders.

Mr. Tressler advised that there were 18 properties on this list, and 7 were bid on, with 1 property being held out due to needing to be declared surplus first.

Mr. Tressler reviewed the New Business Resolution, Ordinances, and the Consent Agenda:

Resolution No. R2021-07 – declaring the official intent of the City to reimburse expenditures paid with respect to the “Decatur Street Waterline Project” from proceeds of the “Reimbursement Bonds”

Mr. Tressler advised that this resolution is typical when the City issues bonds, and said the contractor has already started ordering materials. He added that this allows the City to cover project expenditures prior to the actual closing of the bond.

Ordinance No. 3902 (*1st Reading*) – Accepting the bid from RM & GM, LLC from the “Round III Surplus Property Sale” for the purchase of 130 Polk Street for the amount of \$2,500 and authorizing execution of a deed to effect the conveyance.

Mr. Tressler advised that this property was inadvertently left off the surplus properties declaration, and was put out to bid.

Ordinance No. 3903 (*1st Reading*) – Accepting the bid from the “On-going Surplus Property Sale” for 3 Altamont Terrace from David W. Smith for the amount of \$100 and authorizing execution of a deed to effect the conveyance.

Mr. Tressler advised that this property was originally in the Surplus Properties Round II bid, and was not bid on. It continued to be listed for sale, and then this bid came in.

Ordinance No. 3904 (*1st Reading*) – to repeal and re-enact with amendments Sections 6-1 through 16-6 of the City Code to update employee paygrades.

Mr. Tressler advised that the last time the pay ordinance was updated was 2017 and said that since that time there have been several COLAs and a minimum wage increase. He stated that this does not immediately affect any employees, it just raises the cap. He also said that there have been some new positions added since 2017, with some being just changes in description. He added that this ordinance makes the language more readable and gets rid of old positions that are no longer used.

Order 26,892 - authorizing execution of a Donation Agreement with Timothy L. and Lisa L. Kenney regarding transfer of property at 107 and 109 S. Allegany Street to the City and authorizing execution of a deed to effect the transfer.

Mr. Tressler advised that the tax certificate for this property was originally purchased in 2016 by a tax certificate investor, and the City planned to foreclose as the investor never completed the foreclosure process. He stated Mr. Cohen worked on striking their position and doing the tax sale foreclosure, and said that the Kenney’s agreed to donate it to the City, bypassing a lot of legal work and expense. Mr. Tressler added that no taxes have been paid since 2013 and said the City believes it’s a rehab candidate, and still salvageable as it’s a targeted property.

There was discussion about what happens with tax certificate investors and original owners not even knowing they still own the property and are responsible. Mr. Cohen discussed property owners who go through bankruptcy thinking they are free and clear of all debts and not responsible for upkeep anymore. Mr. Tressler advised that in the last tax sale they had more tax certificate investor activity than ever before – 80 or so properties. He said he’s concerned about the properties because if they sit out there too long their ability to be rehabbed dwindles.

Mr. Cohen discussed proposals he made to take to the Western MD Delegation to change some of the regulations with investors. Mr. Tressler suggested approaching the original property owners to see if they want to donate.

Councilman Cioni stated that 109 S. Allegany is near his residence and said he noticed some basement windows broken out. Mr. Tressler advised that they will secure it as soon as the City gets control of it. Mr. Cohen advised that he has the deeds for both properties on the Consent Agenda tonight.

Order 26,893 - authorizing execution of a Donation Agreement with David A. Knoche and Douglas A. Knoche regarding the transfer of property at 802 Maryland Avenue to the City and authorizing execution of a deed to effect the transfer.

Mr. Tressler advised that this was a family home that was maintained for years, but was vandalized, had copper stolen from it, and the property was trashed, so the owners just decided to let it go. He stated that it is in the City's targeted area and will likely be demolished, and said this order will allow the City to foreclose and handle the property as needed. He advised that the City owns property on one side of it, and said the one on the other side needs to be addressed as well.

Councilman Cioni brought up the matter of tax sales again and about speaking to Senator Edwards. There was more discussion, and Mr. Cohen advised that he did the legal work, and said it's up to M&CC to get in touch with the Delegation. Mayor Morriss advised that they sent everything to all the Delegation members asking them to take a look at it, convert it to bill form and put it out there. Councilman Cioni advised that he would see the Senator soon and will say something to him.

Greg Larry, Cumberland Times-News began another discussion about tax certificates, asking what do they entitle investors to and for how long. Mr. Tressler advised about the process that they can start, and said there is no real limitation on it after that. Mr. Cohen explained it further, and discussed procedural rules of court, saying the case can't sit for more than a year without any action. He said a lot of times courts don't clear out those cases, so they just sit there, and stated that he has been working on strategies to deal with these cases. Mr. Larry asked about investors paying all back taxes. Mr. Cohen advised that they do, and sometimes more, depending on how competitive the bidding is. He explained further about what happens when a property is bought at tax sale, and said some investors have a legal team and file paperwork to keep their interest as long as they can, but said a lot of the time people are just looking to buy time. Mr. Cohen added that none of these laws are under local control, and said there needs to be legislation changes.

II. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:33 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman Joseph P. George
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

MINUTES

M&CC Regular Public Meeting
City Hall, 57 N. Liberty Street, Cumberland, MD

DATE: October 19, 2021

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

Councilman Joseph P. George was absent

Also Present: Ken Tressler, Interim City Administrator; Marjorie Woodring, City Clerk; Chuck Ternent, Chief of Police; Shannon Adams, Interim Fire Chief

IV. Statement of Closed Meeting

1. Summary Statement of closed meetings held October 13 and 19, 2021

Mayor Morriss announced that closed sessions had been held on October 13, 2021 at 3:10 p.m., and on October 19, 2021 at 5:35 p.m., and read into the record summaries of those sessions which are attached hereto and made a part of these minutes as required under Section 3-306 (c) (2) of the General Provisions Article of the Annotated Code of Maryland.

V. Presentations

1. Oath of Office Ceremony for City of Cumberland Police Officers Andrea L. Bennett and Peyton A. Fazenbaker

Chief Ternent introduced the new officers, their families in attendance, provided information on their backgrounds, and welcomed them to the force. Mayor Morriss delivered the oath of office. The Mayor and Council commented and congratulated each officer.

VI. Proclamations

1. Proclamation declaring the month of October, 2021, as National Code Compliance Month. Members of the City's Code Enforcement Department will be recognized for the work they do to improve living and working conditions for the residents and businesses of Cumberland.

Mayor Morriss read the proclamation, and Kevin Thacker, Code Compliance Manager, thanked M&CC for their recognition and continued support, saying that it can often be a thankless job. He introduced his staff and said that with the M&CC and Mr. Tressler's support, the City's Code Enforcement officers are making a difference. Mr. Tressler shared some statistics, and stated that he can't say enough about the hard work and best practices being done, along with new procedures and new software.

2. Proclamation declaring the month of September 2021 as the 60th Anniversary of Allegany College of Maryland.

Mayor Morriss read the proclamation, with Dr. Cynthia Bambara, President; David Jones, Director of ACM Foundation; and Board of Trustees Chair Kim Leonard in attendance.

VI. Director's Reports

Motion to approve the reports was made by Councilman Frazier, seconded by Councilman Cioni, and was passed on a vote of 4-0.

(A) Engineering

1. Engineering Division monthly report for September 2021

(B) Fire

1. Fire Department monthly report for September 2021

(C) Police

1. Police Department monthly report for September, 2021

(D) Utilities - Flood, Water, Sewer

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

VII. Approval of Minutes

Motion to approve the minutes was made by Councilwoman Marchini, seconded by Councilman Frazier, and was passed on a vote of 4-0.

1. Approval of the Work Session and Regular Session Minutes of August 4, 2021, and the Special Public Session Minutes of September 14, 2021

VIII. Presentations

Kristen Evans, leader of Girl Scout Troop 40058, thanked M&CC for having them there tonight, and also thanked Council Members Marchini and Cioni for meeting with them last week where they first presented their issue. Members of the troop presented their idea of having crosswalks installed at intersections along Greene Street near West Side Elementary, and provided explanations as well as a poster with photos. In attendance were Arden Claussen, Calla Claussen, Alice Cooney, Wren Hildreth, Kate Pillai, Madelyn Rende, Ruby Lou Rosenzweig, and Zéla Williams, with Calla, Alice, Wren, Ruby Lou, Kate, and Arden speaking before Council. Mayor Morriss stated that he would take the information to the Traffic Group for their review and recommendation. Ms. Evans asked if they could be included in the process, if possible, as part of their project is to see how government works.

VIII. Public Hearings

1. Public Hearing - to receive comment on the proposed Zoning Map Amendment (ZMA #21-01) to rezone property at 718 Frederick Street from Urban Residential (U-R) to Rehabilitation and Redevelopment (RR) Floating Zone to re-establish a former commercial use designation to the ground floor of the two-story building.

The public hearing convened at 7:02 p.m.

Morgan Alban, Engineering Consultant, advised that property owner Rick Toms filed petition on 6/24/21 to apply for a RR Floating Zone for property at 718 Frederick St., which is currently zoned Urban Residential. She advised that the property was previously used commercially, with 2+ years of vacancy. The petition asks to re-establish former commercial zoning to the property to open a tattoo shop. Ms. Alban stated that P&Z recommended approval with conditions. Staff findings were presented, and it was stated that the property will have 3-4 parking spaces at the food bank across the street to alleviate congestion. Mr. Toms spoke, provided written information to M&CC, and showed photos of the front and inside of the building. He advised that the property used to be a corner market, a TV repair shop, and most recently a hair salon. Mr. Toms stated that he purchased the property under the assumption that it was zoned for commercial use. He advised that he owns a tattoo shop in Thurmont currently. He added that he will be the only artist, as he wants to scale back the amount of work he's doing, and said his goal is to work by appointment.

Councilman George entered the meeting at 7:11 p.m.

Council thanked Mr. Toms for choosing Cumberland, and said they can tell he's done good work on the property. Mr. Toms stated that he has recommendation letters from a charitable organization in Thurmont, and said he has worked to give back to the community. He advised that he wants to do that in Cumberland as well.

The public hearing adjourned at 7:14 p.m.

2. Public Hearing - to receive comment on the fiscal year 2020 Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant Program.

The public hearing convened at 7:14 p.m.

Lee Borrer, Sr. Community Development Specialist, gave background on CDBG and CAPER, provided a PowerPoint presentation, reviewed accomplishments for 2020, and expenditures for 2020/2021 by category:

- 2020 grant was a little over \$800K
- Total disbursements \$454,800
- Remaining funds committed to other projects such as Baltimore St. & Splashpad
- CARES Act funds \$596,161, \$62,946 disbursed for activities
- Remaining: Emergency Utility & Housing/Broadband Access
- Funds 100% committed

Ms. Borrer provided photos for accomplishments:

Public Facilities Completed This Year:

- Constitution Park play areas
- YMCA Gilchrist Men's Unit HVAC
- Bellevue Sidewalk Improvements

Housing Programs Completed This Year:

- Closing cost grants to seven families
- Riverbend Court/FCH Sidewalk-80 housing units
- HRC efforts to affirmatively further fair housing

Ms. Borrer reviewed Homeless Shelter and Victim Services which were addressed by the Family Crisis Resource Center, YMCA Gilchrist, and HRDC Homeless Prevention

Public Services

- 583 people directly served by various CDBG funded programs
- Health services for dental emergencies
- Prescriptions, food, literacy activities
- Emergency housing grants for at-risk families

The public hearing adjourned at 7:24 p.m.

IX. Unfinished Business

(A) Ordinances

1. **Ordinance 3901** (*2nd and 3rd readings*) - accepting bids for the purchase of six (6) parcels of property offered for sale through the "2021 Request for Bids - Surplus Property Round III" bid process, and authorizing the Mayor to execute deeds effecting transfer to the successful bidder.

Mr. Tressler provided background on the ordinance and advised that bids received totaled just under \$6K.

SECOND READING: The ordinance was presented in title only for its second reading. **Motion** to accept the second reading and move to the third after comment was made by Councilman Frazier, seconded by Councilman George, and was passed on a vote of 5-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

THIRD READING: The ordinance was presented in title only for its third reading and was passed on a vote of 5-0

X. New Business

(A) Resolutions

1. **Resolution R2021-07** (*1 reading only*) - declaring the official intent of the City to reimburse expenditures paid with respect to the "Decatur Street Waterline Project" from proceeds of the "Reimbursement Bonds"

Mr. Tressler advised that this resolution is typical when the City issues bonds, and said the contractor has already started ordering materials. He added that this allows the City to cover project expenditures prior to the actual closing of the bond.

Mayor Morriss called for questions or comments. **Motion** to approve the resolution was made by Councilman Cioni, seconded by Councilman George, and was passed on a vote of 5-0.

(B) Ordinances

1. **Ordinance No. 3902** (*1st reading*) - accepting the bid from RM & GM, LLC from the "Round III Surplus Property Sale" for the purchase of 130 Polk Street for the amount of \$2,500 and authorizing execution of a deed to effect the conveyance .

Mr. Tressler advised that this property was inadvertently left off the surplus properties declaration, and was put out to bid.

FIRST READING: The ordinance was presented in title only for its first reading. **Motion** to approve the first reading and table until next meeting was made by Councilman Cioni, seconded by Councilman George, and was passed on a vote of 5-0.

2. **Ordinance No. 3903** (*1st reading*) - accepting the bid from the "On-going Surplus Property Sale" for 3 Altamont Terrace from David W. Smith for the amount of \$100 and authorizing execution of a deed to effect the conveyance.

Mr. Tressler advised that this property was originally in the Surplus Properties Round II bid, and was not bid on. It continued to be listed for sale, and then this bid came in.

FIRST READING: The ordinance was presented in title only for its first reading. **Motion** to approve the first reading and table until next meeting was made by Councilwoman Marchini, seconded by Councilman Frazier, and was passed on a vote of 5-0.

3. **Ordinance 3904** (*1st reading*) - to repeal and reenact with amendments Sections 6-1 through 16-6 of the City Code to update employee paygrades.

Mr. Tressler advised that the last time the pay ordinance was updated was 2017 and said that since that time there have been several COLAs and a minimum wage increase. He stated that this does not immediately affect any employees, it just raises the cap. He also said that there have been some new positions added since 2017, with some being just changes in description. He added that this ordinance makes the language more readable and gets rid of old positions that are no longer used.

FIRST READING: The ordinance was presented in title only for its first reading.

Motion to approve the first reading and table until next meeting was made by Councilman Frazier, seconded by Councilwoman Marchini, and was passed on a vote of 5-0.

(C) Orders (Consent Agenda)

Mr. Tressler reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. **Motion** to approve all Consent Agenda items was made by Councilwoman Marchini, seconded by Councilman Frazier, and was passed on a vote of 5-0.

Order 26,892 - authorizing execution of a Donation Agreement with Timothy L. and Lisa L. Kenney regarding transfer of property at 107 and 109 S. Allegany Street to the City and authorizing execution of a deed to effect the transfer.

Mr. Tressler advised that the tax certificate for this property was originally purchased in 2016 by a tax certificate investor, and the City planned to foreclose as the investor has done nothing. He stated that the Kenney's were unaware they were still the property owners, so they agreed to donate it to the City, bypassing a lot of legal work and expense. He added that they believe it's a rehab candidate for the City, and still salvageable.

Order 26,893 - authorizing execution of a Donation Agreement with David A. Knoche and Douglas A. Knoche regarding the transfer of property at 802 Maryland Avenue to the City and authorizing execution of a deed to effect the transfer.

Mr. Tressler advised that this was a family home that was maintained for years, but was vandalized, had copper stolen from it, and the property was trashed, so the owners just decided to let it go. He stated that it is in the City's targeted area and will likely be demolished, and said this order will allow the City to foreclose and handle the property as needed.

XI. Public Comments

No public comments

All public comments are limited to 5 minutes per person

XII. Adjournment

With no further business at hand, the meeting adjourned at 7:36 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

File Attachments for Item:

1. Public Hearing to receive a presentation on the Community Development Block Grant (CDBG) 2022-23 Annual Action Plan and to allow community groups to petition for project support through CDBG funding

CITY OF CUMBERLAND

COMMUNITY DEVELOPMENT BLOCK GRANT

PROGRAM

2022-2023 ACTION PLAN/PROJECT REQUEST

PUBLIC HEARINGS

PUBLIC NOTICE

This is to notify the public that the **City of Cumberland** is soliciting for Community Development Block Grant Project Requests for the 2022 Annual Action Plan which begins July 1, 2022. The City will be receiving approximately \$800,000 in CDBG funds this coming year. Project requests *must* be developed to meet one of the following national objectives: 1) primarily benefit low-income persons, 2) be of an urgent and otherwise non-fundable need, or 3) address slum/blight. In addition, the City's Consolidated Plan has prioritized identified needs for the area's low-income and special needs populations and projects must also address at least one of those priority goals/objectives described in the 5-year plan. Potentially eligible activities may include acquisition, blight removal, housing/commercial/facility rehabilitation, neighborhood improvements, recreation, beautification, job creation activities, public facilities, public services, and infrastructure improvements.

The City of Cumberland will be holding its first Public Hearing to receive community needs and project requests on Tuesday, February 1, 2022 at 6:15 p.m. during the regular Mayor & City Council Meeting at City Hall or by virtual meeting format livestreamed on the city's Facebook page. Please see the agenda posted on the city website for exact times and details if you wish to attend. Council Chambers and virtual meetings are accessible. Persons who require additional accommodations should contact Lee Borrer at the Department of Community Development, Lower Level, City Hall at least 3 days prior to the meeting to make necessary arrangements.

The deadline to submit a project request is Friday, February 11, 2022. Project requests are rated and ranked based on initial eligibility, ability to address an identified goal in the Consolidated Plan, agency capacity/experience, project complexity, matching funds, and funding availability.

Please submit project requests by February 11, 2022 to the City of Cumberland Department of Community Development, City Hall, 57 N. Liberty Street - Lower Level, Cumberland, Maryland 21502. Contact Ms. Lee Borrer within the Department of Community Development at 301-759-6437 or TDD # 1-800-735-2258 to address questions. You can also e-mail a project request, comments, and questions to lee.borrer@cumberlandmd.gov.

MANDATORY*

**TECHNICAL ASSISTANCE MEETINGS WILL BE HELD ON
WEDNESDAY, JANUARY 19, 2022 AT 10 A.M. AND AT 2:00 P.M.**

*ATTENDANCE AT **ONE** OF THE TECHNICAL ASSISTANCE MEETINGS IS REQUIRED IN ORDER TO SUBMIT A PROPOSAL FOR 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING. PLEASE RSVP, TO LEE.BORROR@CUMBERLANDMD.GOV FOR **ONE** OF THE MEETINGS LISTED.

Technical assistance meetings will consist of a brief overview of the CDBG application/proposal process, guidance on new requirements within the CDBG program, and answers to questions related to goals or projects. Each meeting will be held within City Hall, Mayor and City Council Chambers (2nd floor of City Hall). Visit cumberlandmd.gov for details regarding live vs virtual meeting should unexpected COVID 19 pandemic requirements be re-instated.

The 30-day comment period will begin on March 11, 2022 when recommended projects are posted to the official City of Cumberland website and end on April 11, 2022 affording the public opportunity to comment on the projects proposed for funding and on the draft 2022-2023 CDBG Annual Action Plan. Written comments may be submitted to Ms. Lee Borrer.

A second Public Hearing will be held on Tuesday, April 5, 2022 (see agenda for final date confirmation) at 6:15 p.m. during the regular Mayor & City Council meeting at City Hall or official Zoom virtual meeting should unexpected COVID 19 provisions affect this date, to provide a forum for participation and comments on the draft Annual Action Plan recommended projects. Final adoption of the Annual Action Plan will occur at the end of the comment period, at the regular Mayor & Council meeting on Tuesday, April 19, or May 3, 2022 regular meeting (see www.ci.cumberland.md.us under Community Development for confirmation.)

Community Betterment project proposals for neighborhoods with active community groups will be accepted through February 11, 2022. All questions and comments should be forwarded to Ms. Lee Borrer at 301-759-6437.



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

PUBLIC HEARING #1
FEBRUARY 1, 2022

CDBG



- ▶ US Department of Housing and Urban Development Funds
- ▶ Cumberland City limits
- ▶ Housing/Rehabilitation, Infrastructure/Public Facilities Improvements, Public Services, Administration/Planning, Economic Development

2020-2024 Five Year Consolidated Plan

- ▶ HUD requires a Needs Assessment, Market Analysis, Strategic Plan, and Annual Plan
- ▶ Completed in 2020
- ▶ 2022 Annual Action Plan -3rd Year of the Con Plan

PRIORITY NEEDS

- **HOUSING**



- **ECONOMIC DEVELOPMENT**

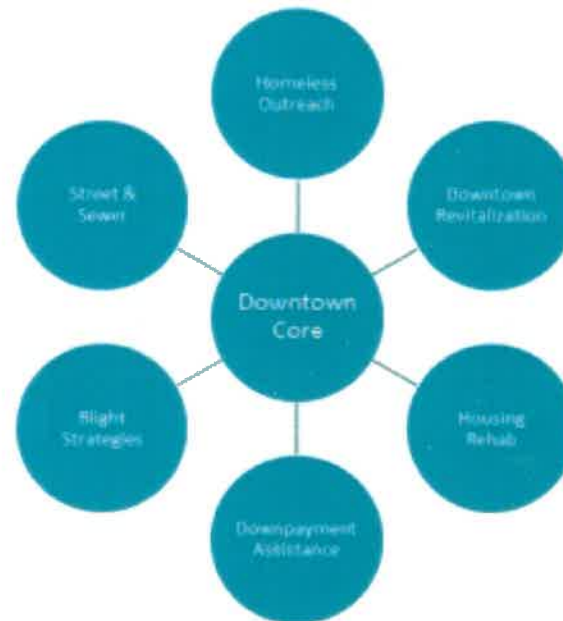


- **HOMELESSNESS**



TARGETED AREAS

Sample Activities



2022 Annual Action Plan Application

- ▶ Checklist available on-line and in Community Development, City Hall
- ▶ Complete application due February 11, 2022, 4pm
- ▶ Project must meet HUD national objective, be eligible for CDBG, and address a 5 Year Plan goal
- ▶ Project must benefit low-mod income persons within Cumberland municipal City limits

Estimated Allocation: \$750,000-\$800,000

Housing/Rehabilitation

Public
Facilities/Infrastructure

Public Services

Economic
Development

Admin/Planning

CDBG Application Competition

Capacity/experience

Amount of Funds Requested

Completeness

PUBLIC COMMENTS

- ▶ Staff recommendations for projects will be available online March 11, 2022 and presented April 5, 2022 at the regular Mayor and City Council meeting
- ▶ Through April 11, 2022, in writing, at any stage of the 2022 Annual Plan Process
- ▶ The 2022 Annual Plan is reviewed for approval by Mayor and City Council April 19 and sent to HUD. Final HUD approval generally received @ August

Community Needs & Non-Profit Presentations

- ▶ Comments from agencies seeking funding support or expressions of needs associated with CDBG

QUESTIONS?



File Attachments for Item:

. **Order 26,946** - authorizing the sole source purchase of a new Ford F550 Dump Truck with plow and spreader from Allegheny Truck Sales and Stephenson Equipment through Co-Star pricing, for an amount not-to-exceed \$107,440.62

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

ORDER NO. 26,946

DATE: February 1, 2022

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

THAT, the Sole Source purchase of a new Ford F550 Dump Truck with Plow and Spreader from Allegheny Truck Sales, 5 South 6th & Bingham Street, Pittsburgh, PA, 15203 and Stephenson Equipment, 7201 Paxton Street, Harrisburg, PA, 17111 in an amount not-to-exceed One Hundred Seven Thousand, Four Hundred Forty Dollars and Sixty-two Cents (\$107,440.62) be and is hereby accepted; and

BE IT FURTHER ORDERED, that this vehicle and equipment will be purchased under CoStar pricing 025-149 and 025-021, in accordance with City Code Section 2-171 (c) (iv).

Raymond M. Morriss, Mayor

Budget: 001.056.64000

Council Agenda Summary

Meeting Date: February 1, 2022

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the Sole Source Purchase of a New Ford F550 Dump Truck with Plow and Spreader from Allegheny Truck Sales 5 S. 6th & Bingham Street, Pittsburgh, PA, 15203 and Stephenson Equipment 7201 Paxton Street, Harrisburg, PA 17111 for an amount not to exceed \$107,440.62.

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

Requesting an order to accept the sole source purchase of a New Ford F550 Dump Truck with Plow and Spreader from Allegheny Truck Sales and Stephenson Equipment for an amount not to exceed \$107,440.62. Allegheny Truck Sales and Stephenson Equipment are offering CoStar pricing 025-149 and 025-021, which is in accordance with the City Code Sec. 2-171 (c) (iv) of the City Code - through joint efforts with other agencies, such as those of the state, county and board of education, the city is able to take advantage of bulk purchase pricing and special sales opportunities. This truck will be used in daily operations for material moving in the Street Department, as well as snow removal operations during the winter.

Amount of Award:

\$107,440.62

Budget number:

001.056.64000 (Street Department)

Grant, bond, etc. reference:

N/A

Prepared for: Mr. Charlie Walsh, Executive Vice President, Stephenson Equipment
7201 Paxton St
Harrisburg, PA 17111

2022 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)
VIN: Costars contract | Price Level: 245



Client Proposal

Prepared by:
Gregory Pennington
Office: 412-481-9600x1019
Email: gpennington@alleghenytrucks.com
Quote ID: 11722
Date: 01/17/2022



Prepared for: Mr. Charlie Walsh

Executive Vice President, Stephenson Equipment

Prepared by: Gregory Pennington

Allegheny Ford Truck Sales, Inc. | 5 S. 6th & Bingham Street Pittsburgh Pennsylvania |

01/17/2022

15203



2022 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 245 | VIN: Costars contract | Quote ID: 11722

Mr. Charlie Walsh, Executive Vice President,

Stephenson Equipment

7201 Paxton St

Harrisburg, PA 17111

Re: Quote ID 11722 01/17/2022

Dear Mr. Walsh,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

COSTARS contract # is 025-149

Sincerely,

Gregory Pennington

Costars contract # is 025-149

412-481-9600x1019

gpennington@alleghenytrucks.com

Prepared for: Mr. Charlie Walsh

Executive Vice President, Stephenson Equipment

Prepared by: BRETT MARS

Allegheny Ford Truck Sales Inc. | 5 S. 6th & Bingham Street Pittsburgh Pennsylvania |

12/28/2021

15203

2022 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 245

As Configured Vehicle

Description

Base Vehicle Price (F5H)

Order Code 660A

Includes:

- Transmission: TorqShift 10-Speed Automatic
- 10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.
- Wheels: 19.5" x 6" Argent Painted Steel
- Hub covers/center ornaments not included
- HD Vinyl 40/20/40 Split Bench Seat
- Includes center armrest, cupholder, storage and driver's side manual lumbar.
- Radio: AM/FM Stereo w/MP3 Player
- Includes 4 speakers
- SYNC Communications & Entertainment System
- Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20

Includes Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push button engine-exhaust braking

Includes:

- Dual 78 AH 750 CCA Batteries

Transmission: TorqShift 10-Speed Automatic

10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery

Limited Slip w/4.88 Axle Ratio

GVWR: 19,500 lb Payload Plus Upgrade Package

Includes upgraded frame, rear axle and low deflection/high capacity springs. Increases max RGAWR to 14,706. Note: See Order Guide Supplemental Reference for further details on GVWR.

Tires: 225/70Rx19.5G BSW Traction (TGK)

Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications, could incur irregular front tire wear and/or NVH.

Wheels: 19.5" x 6" Argent Painted Steel

Hub covers/center ornaments not included.

HD Vinyl 40/20/40 Split Bench Seat

Includes center armrest, cupholder, storage and driver's side manual lumbar.

Monotone Paint Application

145" Wheelbase

Radio: AM/FM Stereo w/MP3 Player

Includes 4 speakers.

Includes:

- SYNC Communications & Entertainment System
- Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls

XL Value Package

Includes:

- XL Decor Group
- Chrome Front Bumper
- Steering Wheel-Mounted Cruise Control

Power Equipment Group

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Charlie Walsh

Executive Vice President, Stephenson Equipment

Prepared by: BRETT MARS

Allegheny Ford Truck Sales, Inc. | 5 S. 6th & Bingham Street Pittsburgh Pennsylvania |

12/28/2021

15203

2022 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 245

As Configured Vehicle (cont'd)

Description

Deletes passenger side lock cylinder. Includes upgraded door-trim panel.

Includes:

- Accessory Delay
- Advanced Security Pack
- Includes SecurILock Passive Anti-Theft System (PATS) and inclination intrusion sensors
- Folding Trailer Tow Mirrors w/Power Heated Glass
- Includes manual telescoping, heated convex spotter mirror and integrated clearance lamp/turn signals
- MyKey
- Includes owner controls feature
- Power Front Side Windows
- Includes 1-touch up/down driver/passenger window
- Power Locks
- Remote Keyless Entry

Snow Plow Prep Package

Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply, see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engine. Adding (67B) 197 amp alternator for diesel engine is highly recommended for max output.

Includes:

- 332 Amp Alternators

Engine Block Heater

Operator Commanded Regeneration

332 Amp Alternators

Utility Lighting System

Includes LED side-mirror spotlights

Trailer Brake Controller

Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.

Platform Running Boards

Rear View Camera & Prep Kit

Pre-installed content includes cam wiring and frame wiring to the rear most cross member. Uplifters kit includes camera with mounting bracket, 20' jumper wire and camera mounting instructions.

Steering Wheel-Mounted Cruise Control

XL Decor Group (LPO)

Requires valid FIN code.

Includes:

- Chrome Front Bumper

Fleet Customer Powertrain Limited Warranty

Requires valid FIN code.

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guide distributed with the purchase of every new vehicle.

50-State Emissions System

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Charlie Walsh

Executive Vice President, Stephenson Equipment

Prepared by: BRETT MARS

Allegheny Ford Truck Sales Inc. | 5 S. 6th & Bingham Street Pittsburgh Pennsylvania |

12/28/2021

15203



2022 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 245

As Configured Vehicle (cont'd)

Description

Medium Earth Gray

Oxford White

Prepared for: Mr. Charlie Walsh

Executive Vice President, Stephenson Equipment

Prepared by: BRETT MARS

12/28/2021

Allegheny Ford Truck Sales, Inc. | 5 S. 6th & Bingham Street Pittsburgh Pennsylvania |



15203

2022 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 245

Pricing Summary - Single Vehicle

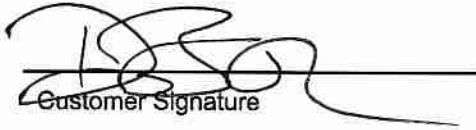
INVOICE

Vehicle Pricing

\$61,999.62

Total

\$61,999.62


Customer Signature

1/19/2022
Acceptance Date

PENDING MAYOR & CITY COUNCIL APPROVAL ON
2/1/2022.



MJR Location: 4210 Chambers Hill Rd, Harrisburg PA 17111
Phone: 717-901-9070

Pennsylvania Locations: Harrisburg, PA (Corporate Headquarters)
Butler, PA Ebsensburg, PA Philadelphia, PA Pittsburgh, PA Wilks-Barre, PA

12/23/21

T-1880-2

City of Cumberland, Maryland

Ford F-550/600 60"CA
GVW 19,500/22,500

Brian Broadwater
Email:

- 9' Aluminum dump service
- 1/4" 5454 H34 Aluminum floor
- 4" 6061T6 channel on 12" centers
- 5" 6061T6 channel longitudes on nylon cushion
- 18" Sides 3/16" 5454 H34 plus 2x12 pine boards (painted)
- Dirt shedders w/tarp bar
- 30" Aluminum tailgate
- 31" Rear corner height
- Pin type top hardware
- Manual bottom latches
- 24" Cab protector w/6" lip
- Two step, fold-down ladder w/grab handle
- Splash shields, mud flaps
- DOT approved LED lighting w/OEM tail lights
- Rear post STT/LED Reverse combo
- Six light LED strobe kit
- 2 Spreader Lights
- 1 Shovel Holder
- Hitch plate, D-rings, breakaway link
- Reese tube receiver
- RV plug
- 10T Pintle
- ICC bumper, 112db back-up alarm
- Conspicuity tape sides and rear
- Aluminum oil tank
- Aero 575 Aluminum Arm Electric Tarp System w/ Asphalt Tarp
- Western 8' Pro Plus Snowplow to operate from Central Hydraulics, Rubber Deflector, Led lights
- Swenson Stainless Steel Under Tailgate Spreader Model SADS-CD-6-3, Center Drop with Poly Spinner, 6" Auger


- PF-624 DA Sub Frame Hoist
- Central Hydraulics, Hot Shift PTO
- Body up/dn, Plow up/dn/angle
- Spreader auger /spinner
- Manual Spreader Controls

Total	\$45,441.00
CO-STAR # 025-021,	CO-STAR VENDOR NUMBER 150032

Quote valid for 30 days

Plus all applicable taxes

****SIGNED QUOTES WILL ONLY BE HONORED FOR 90 DAYS FROM DATE OF QUOTE, DUE TO THE FLUCTUATION OF METALS PRICING. PLEASE CONTACT US FOR UPDATED PRICING PRIOR TO DELIVERY OF CHASSIS****approval

signature  Date 1/23/22 PO# _____

Pending Mayor & City Council ORDER ON 2/1/2022



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Sole Source Request for Street Department Small Dump Truck

3 messages

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Wed, Jan 19, 2022 at 11:05 AM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Jason Deal <jason.deal@cumberlandmd.gov>

Jeff,

The Street Department budgeted for a New small dump truck in Fiscal Year 2022 for \$90,000. I have been looking for about 4 months now and haven't been able to find anything up until about 2 weeks ago one of my vendors said that he had 2 Chassis that he could get a hold of. The problem is Ford hasn't released the Government Concession for this year yet. I was able to get an MSRP on the truck chassis and was also able to get a quote on the upfit of the body, plow and spreader. I will attach them below. The problem is without the government concessions I am over budget. I had talked to Ken and Mark last week and let them know about the situation and how the supply and demand of trucks/parts has gone up drastically throughout the COVID Pandemic. They both agree that we should move forward with this purchase to fit the needs of the city. This truck without the government concessions will be at a max of \$109,336. I believe this will be 5 to 10 thousand cheaper with concessions, but I really don't know at this time. I would like to at least get one of these trucks so that we could have it by this summer. They are figuring on getting the truck to the upfitter by March of 2022. If I wait there is no telling when I could get a truck, as well as what the cost would even be at the time. I am requesting a sole source for a New F600 Dump Truck with Plow and Spreader from Allegheny Ford Truck Sales and Stephenson Equipment. Allegheny Ford Truck Sales is supplying the Truck Chassis for an amount not to exceed \$63,895.00. Stephenson Equipment is supplying the upfit of the body, plow and spreader for a cost of \$45,441.00. For a total cost not to exceed \$109,336.00. They are both offering us CoStar Vendors. This is in accordance with Section 2-171 (c)(iv) – through joint efforts with other agencies, such as those of the state, county and board of education, the city is able to take advantage of bulk purchase pricing and special sales opportunities. I have copied Ken and Mark, in case they would like to give any input on the situation.

Thank you for your consideration in this sole source request.

Thanks,
Brian

David Brian Broadwater Jr

Fleet Manager

City of Cumberland, MD

W: (301) 759-6627 | C: (240) 920-2079

215 Bowen St. | Cumberland, MD 21502



Cumberland

Maryland

2051_001.pdf
235K

Jeff Silka <jeff.silka@cumberlandmd.gov>

Wed, Jan 19, 2022 at 12:06 PM

To: Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Jason Deal <jason.deal@cumberlandmd.gov>

This is approved

Jeffrey F. Silka

City Administrator

City of Cumberland

57 N. Liberty Street

Cumberland, MD 21502

Office (301) 759-6424

Cell (240) 609-9303

[Quoted text hidden]

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Wed, Jan 19, 2022 at 1:45 PM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Jason Deal <jason.deal@cumberlandmd.gov>

Thank you sir.

Brian

[Quoted text hidden]

CITY OF
CUMBERLAND
MARYLAND

DEPARTMENT OF PUBLIC WORKS

January 25, 2022

Mayor and City Council of
Cumberland, MD
57 N. Liberty St.
Cumberland, MD 21502

Dear Mayor and City Council,

I recommend that we move forward with the sole source purchase of a New Ford F550 Dump Truck with Plow and Spreader from Allegheny Truck Sales and Stephenson Equipment. Both companies are offering us CoStar pricing (purchasing co-op), which is in accordance with Section 2-171 (c) (iv) of the City Code - through joint efforts with other agencies, such as those of the state, county and board of education, the city is able to take advantage of bulk purchase pricing and special sales opportunities.

MAYOR

RAYMOND M. MORRISS

COUNCIL

RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
JOSEPH P. GEORGE
LAURIE P. MARCHINI

This truck was budgeted by the Street Department for \$90,000.00. The total cost of this truck will not exceed \$107,440.62. Funding is available to cover the excess overbudget. The extra cost is due to the supply and demand of trucks during COVID. The ability to obtain the CoStar cooperative purchasing allows us to save money and to work with dealers that deal with municipality's, such as ourselves, every day. Since these dealers specialize in heavy-duty trucks/equipment we can receive them in a timely manner.

CITY ADMINISTRATOR

JEFFREY F. SILKA

Please consider this sole source purchase.

PW OPERATIONS

MANAGER

BROOKE CASSELL

Sincerely,



David Broadwater Jr
Fleet Manager



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

215 BOWEN STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)759-6620 • FAX (301)759-6632 • TDD (800)735-2258

File Attachments for Item:

. **Order 26947** - authorizing the sole source purchase of a New Cuts SS3600HF Saw from from Cuts, Inc. for an amount not-to-exceed \$30,200.00, which will be used as an attachment on the new Water Department Caterpillar Skid Steer to help make precise cuts to concrete or asphalt

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

ORDER NO. 26,947

DATE: February 1, 2022

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

THAT, the Sole Source purchase of a new Cuts SS3600HF Saw from Cuts, Inc., 5638 Clinton Highway, Knoxville, TN, 3912 in an amount not-to-exceed Thirty Thousand, Two Hundred Dollars and No Cents (\$30,200.00) be and is hereby accepted.

Raymond M. Morriss, Mayor

Budget: 002.220.64000

Council Agenda Summary

Meeting Date: February 1, 2022

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the Sole Source Purchase of a New Cuts SS3600HF Saw from Cuts Inc., 5638 Clinton Hwy, Knoxville, TN 37912 for an amount not to exceed \$30,200.00.

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

Requesting an order to accept the sole source purchase of a New Cuts SS3600HF Saw from Cuts Inc. for an amount not to exceed \$30,200.00. Cuts Inc. supplies a type of saw that has a diamond blade, that produces thinner cuts to concrete and asphalt. This allows the Water Department to work more efficiently in planning out their daily operations. This is in accordance with the City Code Sec. 2-171 (c) (i) of the City Code – there is a need for standardization or interchangeability of parts with respect to the city’s machinery or equipment. This saw will be used as an attachment on the new Water Department Caterpillar Skid Steer to help make precise cuts to concrete or asphalt, as well as streamlining mainline jobs and water breaks. We originally asked for a Caterpillar Wheel Saw with the Caterpillar Skid Steer from Mayor and City Council Order 26,912. We decided not to purchase that saw, which put the total cost of the skid steer down to \$46,900.00 instead of \$66,755.00.

Amount of Award:

\$30,200

Budget number:

002.220.64000 (Water Department)

Grant, bond, etc. reference:

N/A

5638 Clinton Hwy

PO Box 12007

Knoxville, TN 37912

CUTS INC.

CONCRETE SAWING AND DRILLING

(865) 281-2887

(865) 281-3441 Fax

matt@cutsinc.org

Proposal

Prepared by Matt Hephner

1/7/2022

Company Name:	City of Cumberland MD	Attn:	Brian Broadwater
Job Location:	57 N. Liberty St Cumberland MD 21502 for Cat 246D3		
Phone:	240-920-2079	Fax:	
		Email:	Brian.broadwater@cumberlandMD.gov

Skid Steer Attachments

(1) SS3600HF concrete saw attachment for Cat 246D3

(1) 36" x .187 Premium Diamond Blade

(you choose blade type concrete, asphalt, or asphalt over concrete)

(1) magnetic laser pointer (plugs into either cigarette lighter or USB port)

(1) auto water feed

Total 30,200.00

*****Thru end of Jan 2022 take another 1,000.00 discount!*****

Options

(1) 36" x .187 Premium Diamond Blade (concrete) Super Pro SPGC4800 1401.00

(1) 36" x .187 Premium Diamond Blade (asphalt /concrete) Super Pro SPGC5500DX 1401.00

**(1) 36" x .187 Premium Diamond (asphalt)
SPGA7000 1150.00**

Visit www.skidsteersaw.co for more info

CITY OF
CUMBERLAND
MARYLAND

DEPARTMENT OF PUBLIC WORKS

January 26, 2022

Mayor and City Council of
Cumberland, MD
57 N. Liberty St.
Cumberland, MD 21502

Dear Mayor and City Council,

I recommend that we move forward with the sole source purchase of a New Cuts SS3600HF Saw from Cuts Inc. for an amount not to exceed \$30,200.00. Cuts Inc. supplies a type of saw that has a diamond blade, that produces thinner cuts to concrete and asphalt. This allows the Water Department to work more efficiently in planning out their daily operations. This is in accordance with the City Code Sec. 2-171 (c) (i) of the City Code – there is a need for standardization or interchangeability of parts with respect to the city's machinery or equipment.

MAYOR

RAYMOND M. MORRISS

COUNCIL

RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
JOSEPH P. GEORGE
LAURIE P. MARCHINI

We originally asked for a Caterpillar Wheel Saw with the Caterpillar Skid Steer from Mayor and City Council Order 26,912. We decided not to purchase that saw, which put the total cost of the skid steer down to \$46,900.00 instead of \$66,755.00. There is funding to cover this purchase.

Please consider this sole source purchase.

Sincerely,



David Broadwater Jr
Fleet Manager

CITY ADMINISTRATOR

JEFFREY F. SILKA

**PW OPERATIONS
MANAGER**

BROOKE CASSELL



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

215 BOWEN STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)759-6620 • FAX (301)759-6632 • TDD (800)735-2258



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Wheel Saw for the Water Department

6 messages

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Mon, Jan 10, 2022 at 9:27 AM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Marty Watts <marty.watts@cumberlandmd.gov>

Jeff,

Hope all is well. I have a couple things on the Wheel Saw Attachment for our new skid steer. The wheel saw attachment we ordered from Caterpillar came in last week and it is not what we were expecting. This is a part of Mayor and City Council Order #26,912(which I have attached below). Cleveland Brothers is going to re quote us for a total price of just the new skid steer which will be right around \$39,200 instead of the \$66,755 that we had originally asked for, for both the skid steer and wheel saw attachment. This is a difference of \$27,555. I will attach the current invoice from Caterpillar that doesn't reflect the saw attachment being removed for record.

I would like to ask for the sole source approval for a wheel saw attachment that better fits our needs. It is from a company called Cuts Inc. They supply a type of saw that has a diamond blade that produces thinner cuts. This allows the Water Department to work more efficiently in planning out their work. I have attached the quote as well as a sole source letter from the company. This sole source is in accordance with the City Code Section 2-171 (c) (i) there is a need for standardization or interchangeability of parts with respect to the city's machinery or equipment. The total of this wheel saw attachment is \$30,200. There is enough funds in the water department to cover this purchase as it was budgeted for Fiscal Year 2021.

Please consider this sole source request and let me know if you have any questions.

Thanks,
Brian

David Brian Broadwater Jr

Fleet Manager

City of Cumberland, MD

W: (301) 759-6627 | C: (240) 920-2079

215 Bowen St. | Cumberland, MD 21502



Cumberland
Along the Sun

4 attachments

2017_001.pdf
29K

2018_001.pdf
62K

2019_001.pdf
57K

Sole Source letter for City of Cumberland MD .docx
79K

Jeff Silka <jeff.silka@cumberlandmd.gov>

Mon, Jan 10, 2022 at 9:32 AM

To: Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Marty Watts <marty.watts@cumberlandmd.gov>

Yes, I approve contingent upon the requote from Cleavland Brothers removing the attachment and issuing the credit.

Jeffrey F. Silka

City Administrator

City of Cumberland

57 N. Liberty Street

Cumberland, MD 21502

Office (301) 759-6424

Cell (240) 609-9303

[Quoted text hidden]

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Mon, Jan 10, 2022 at 9:37 AM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Marty Watts <marty.watts@cumberlandmd.gov>

Ok thank you. I will let you know when I receive it.

Thanks,
Brian
[Quoted text hidden]

Brian Broadwater <brian.broadwater@cumberlandmd.gov> Tue, Jan 25, 2022 at 1:35 PM
To: Jeff Silka <jeff.silka@cumberlandmd.gov>
Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Marty Watts <marty.watts@cumberlandmd.gov>

Jeff,

Attached is the new quote for just the skid steer without the saw attachment. This will cancel out the old invoice and allow us to pay them just what we owe. \$46,900.00. Am I ok now to move forward with the purchase of the other saw from Cuts INC.?

Thanks,
Brian
[Quoted text hidden]

 **CITY OF CUMBERLAND_0125221134.docx**
136K

Jeff Silka <jeff.silka@cumberlandmd.gov> Tue, Jan 25, 2022 at 1:40 PM
To: Brian Broadwater <brian.broadwater@cumberlandmd.gov>
Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Marty Watts <marty.watts@cumberlandmd.gov>

Yes, please proceed.
Jeffrey F. Silka
City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
Office (301) 759-6424
Cell (240) 609-9303

[Quoted text hidden]

Brian Broadwater <brian.broadwater@cumberlandmd.gov> Tue, Jan 25, 2022 at 2:13 PM
To: Jeff Silka <jeff.silka@cumberlandmd.gov>
Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Marty Watts <marty.watts@cumberlandmd.gov>

Will do, thanks.
[Quoted text hidden]

File Attachments for Item:

. **Order 26,948** - appointing the City Administrator as the Interim Zoning Administrator effective this date

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

ORDER NO. 26,948

DATE: February 1, 2022

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

THAT, the City Administrator be and is hereby appointed as the Interim Zoning Administrator effective this date.

Raymond M. Morriss, Mayor

File Attachments for Item:

. **Order 26,949** - authorizing execution of a contract with the Local Management Board (LMB) of Allegany County, Inc. providing terms by which the City shall serve as a pass-through agency for funding obtained by the LMB through a Youth Services Coalition Planning Grant, to establish a strategic focus and local strategy for improved youth services in Allegany County

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

ORDER NO. 26,949

DATE: February 1, 2022

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

THAT, the Mayor be and is hereby authorized to execute a contract between the Local Management Board of Allegany County Inc. and the Mayor and City Council of Cumberland, to be effective November 1, 2021 through June 30, 2022, detailing terms by which the City will serve as a pass-through agency for up to Forty-Nine Thousand, Four Hundred and Eight Dollars (\$49,408.00) in funding obtained by the Local Management Board through a Youth Services Coalition Planning Grant to establish a strategic focus and local strategy for improved youth services in Allegany County.

Raymond M. Morriss, Mayor



"Building and Coordinating Community Resources to Empower Children and Families"

**FY 22 CONTRACT BETWEEN
MAYOR AND CITY COUNCIL OF CUMBERLAND AND
THE LOCAL MANAGEMENT BOARD OF ALLEGANY COUNTY, INC**

THIS CONTRACT, effective as of this 1st day of November 2021, through June 30, 2022, by and between MAYOR AND CITY COUNCIL OF CUMBERLAND, Cumberland, Maryland, (hereinafter referred to as "Contractor") and the Local Management Board of Allegany County, Inc. (hereinafter referred to as the "LMB") WHEREAS, Contractor and LMB do hereby mutually agree as follows:

I. PROGRAMS AND SERVICES TO BE PROVIDED

The LMB will fund a planning grant to help the Youth Services Coalition to build on the community's strengths by helping to align current efforts, fill necessary gaps, and creating a strong strategic framework for improved youth services in Allegany County. The vision for the Youth Services Coalition is *"Youth will have the resources and support to succeed in education, career, and life"*. The goal of the planning grant is to help the Youth Services Coalition establish a strategic focus and local strategy. Elements of the local strategy will include: 1) Developing a list of priorities; 2) Forging more deliberate program connections rather than allowing fragmentation and isolated programs to be the norm; 3) Targeting resources and shape budgets based on the identified priorities and the opportunities created by program connections; and 4) Establishing outcomes that can be measured by data to inform decisions about what works and what needs to be changed.

Program Description:

The Youth Services Coalition will build on the community's strengths by helping to align current efforts, fill necessary gaps, and creating a strong strategic framework for improved services for youth in Allegany County. The vision for the Youth Services Coalition is *"Youth will have the resources and support to succeed in education, career, and life"*.

The goal of the planning grant is to help the Youth Services Coalition establish a strategic focus and local strategy. Elements of the local strategy will include:

Secure commitment from various youth service providers to truly collaborate and jointly plan to address the needs of area youth

- 1) Develop a list of priorities;
- 2) Forge more deliberate program connections rather than allowing fragmentation and isolated programs to be the norm;
- 3) Target resources and shape budgets based on the identified priorities and the opportunities created by program connections; and
- 4) Establishing outcomes that can be measured by data to inform decisions about what works and what needs to be changed.

Target Population: The target population is all Allegany County school-aged children will be the target population however children affected by poverty, parental substance abuse, parental incarceration and youth who are at-risk of entering the juvenile justice system will be a focus. These youth may be identified by local law enforcement, the public

school system or the department of juvenile services (juvenile diversion- youth at risk of entering the juvenile justice system.)

Approved Performance Measures: N/A

II. TERMS OF THE CONTRACT

The term of this Contract is eight (8) months and shall commence on or about November 1, 2021 after approval and execution of the Contract and shall continue through June 30, 2022. The parties, however, may mutually agree to terminate the Contract with thirty (30) days written notice. During this time period, a fiscal accounting will be completed to determine the amount of unspent funding.

- Vendors' checks will be cut quarterly. All invoices must be received by the 10th of the month in April, and July or they will not be processed until the following month.
- Vendors with outstanding documentation or reports will not have invoices paid, regardless of when they are submitted, until all reports are received and approved.
- Any vendor that takes on work, that is not part of their approved Scope of Work, will not be paid for those services from LMB funding.
- Any vendor that changes/alters performance measures, without prior written authorization, will not be paid for any services performed.
- Any vendor that does not respond to the LMB's emails or calls within 5 business days will have funding suspended pending a meeting with the full LMB Board.
- The LMB will not accept reports from vendors that fail to use the prescribed reporting format or who submit incomplete information or documentation. This includes performance and fiscal reporting that does not contain signatures.

III. COST AND EFFICIENCY

- A. Contractor shall not provide services in excess of **\$49,408**. At the end of the contract period, a fiscal accounting will be completed to determine the amount of under-spent funding to be returned to the LMB.
- B. Based on review and approval by the LMB of 1) project progress as documented in the program performance plan and 2) expenditure reports based on actual expenditures and supporting documentation (copies of reports documenting all reported expenditures), payments shall be made quarterly by the LMB upon the submission of an invoice.
- C. Contractor must adhere to the budget in Appendix A.
- D. Payment of these funds is contingent upon the LMB's receipt of state funds where appropriate and Contractor's compliance with the applicable grant restrictions, requirements, obligations, assurances and mandates as set forth in Local Management Board Policies and Procedures Manual, Section V - Fiscal Management. Contractor agrees to accept any applicable federal and state grant restrictions, requirements, obligations, or mandates as a prerequisite to funding.

IV. REPORTING REQUIREMENTS

- A. Expenditure reports will reflect **to-date** actual expenses and balances for each line item in the budgeting by completing the form in Appendix C. Expenditures must be reported on an accrual basis. Signed original reports and copies of reports **documenting and describing all reported expenditures** must be received at the LMB by the **10th** of the month, following the close of the first, second, third, and fourth quarters of the fiscal year. Failure to submit completed reports will result in the withholding or suspension of the current and future quarters' payments, contract termination, and/or future consideration of funding proposals. *Expenditure reports are not considered invoices, therefore an invoice must accompany the expenditure report in order to be paid for services rendered.*
- B. Contractor must provide the LMB and State with **year-to-date** information specified in the program performance plan in Appendix D or requested report. Signed original program reports must be received at the LMB by the

10th of the month following the close of the first, second, third, and fourth quarters of the fiscal year. Failure to submit completed reports will result in the withholding or suspension of the current and future quarters' payments, contract termination, and/or future consideration of funding proposals.

- C. Contractor shall submit a copy of their financial audit of the period under this contract. If the amount of funding under this contract exceeds \$300,000 then the audit must include a separate schedule of LMB funds and expenditures.

If the Contractor does not have an organizational audit, then the Contractor must have an exclusive audit of funds under this contract. The cost incurred by the Contractor for this exclusive audit of LMB funding may be included in the requested budget under this contract. This budget must be approved before the cost of this audit would be reimbursed.

Contractor may request a waiver of the audit requirement. Audit waiver requests must be made in writing and addressed to the Director of the LMB and shall include the following information:

- Name of Contractor's organization
 - Rationale for the waiver
 - Contractor's annual revenue
- D. The LMB may conduct scheduled and unscheduled site visits for fiscal and/or programmatic monitoring.
- E. Upon completion of this Contract term, Contractor shall provide a list of fixed assets acquired under this contract. "Fixed Asset" means an item with a useful life greater than one reporting period that is purchased for the productive use by the Board or its vendor (e.g. computer equipment and software, furniture and fixtures, vehicles, etc.). There is no monetary limit for the aforementioned assets.
- F. Contractor shall disclose all revenue sources for program(s) which the LMB is funding and shall submit a detailed budget showing all revenue sources and total anticipated expenditures for the program by funding source. Should the Contractor acquire additional funding during the fiscal year for a program funded by the LMB, the additional funding will be disclosed to the LMB within 10 days of the award for additional funds along with submission of a revised budget showing the new detailed breakdown of revenues and expenditures by source of revenue.

Additionally, quarterly/annual fiscal reports should reflect the total expenditures by a program indicating which expenditures are funded by the LMB and which are funded by other sources of revenue.

V. PROGRAM/BUDGET MODIFICATIONS

- A. Description – A budget modification is a revised budget, which restates the original budget and incorporates line item changes desired by either the LMB or the vendor to achieve a new budget. A budget modification does not affect the total amount of the LMB award.
- B. Any budget, program, and/or budget narrative modifications must be requested in writing to the LMB by completing the forms in Appendix B1, Appendix B2, and Appendix B3. Original signed documents must be received by the LMB office to be considered. **Vendors must receive written approval from the LMB before the expenditure of funds can take place.**
- C. Contractor must inform the LMB of any change(s) in Project Director, program dates, service, and/or budget which deviate(s) from the terms of this contract.
- D. All program/budget modifications must be submitted to the LMB **ninety (90) days prior to the end of this contract term**. Any budget modifications submitted beyond this date will not be considered for approval.
- E. Requirement - A budget modification must be submitted to and approved by the LMB prior to expending LMB funds whenever any line item changes by:
- a. \$500 or 10%, whichever is greater for grant awards less than fifty-thousand dollars (\$50,000)
 - b. \$1,000 or 10%, whichever is greater for grant awards which exceeds fifty-thousand dollars (\$50,000)

VI. RELATIONSHIP OF PARTIES

This Contract is not intended to, nor does it create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. Neither party shall be construed to be the employer, employee nor does representative of the other, nor does either party have an express or implied right of authority to assume or create any obligation or responsibility on behalf of the other party.

VII. LIABILITY

The work to be performed under this Contract will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the condition of tools and equipment used in performing this Contract. Contractor agrees to indemnify and hold harmless the LMB, its officers, employees, agents, and volunteers, from any and all claims, causes of action, suits, liabilities, damages, losses, costs and expenses, including attorney's fees, howsoever arising out of or incurred under this Contract.

Contractor is an independent contractor and neither the Contractor, not its employees, agents, permitted subcontractor or assignees or representatives shall be considered employees, agents or representatives of the LMB. Nothing contained in this Contract is intended or shall be construed as creating the relationship of partner or joint ventures, or an association of LMB and Vendor.

There will be no deduction for federal income tax or FICA payments, or for any state income tax, or for any purposes that are associated with any employer/employee relationship from any amount of LMB funds, which are reimbursed to the Contractor. Payments of any federal income tax, FICA, and state income tax, which may be due in connection with payments received by the Contractor under this Contract, shall be the sole responsibility of the Contractor. Contractor is responsible for maintaining own level of professional liability insurance.

VIII. GENERAL PROVISIONS AND CONDITIONS

- A. **Contract Non-Compliance Protocol:** In the event that the Contractor does not meet contract compliance, The LMB and the Contractor will adhere to the contract non-compliance protocol as specified in **Appendix E**.
- B. **State of Maryland Laws and Regulations:** The terms of this Contract and its execution are construed, interpreted and enforced according to the laws of the State of Maryland.
- C. **Compliance with Laws:** Contractor hereby represents and warrants that:
 - a. It shall comply with all requirements of the applicable grant agreements, Federal, State of Maryland, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;
 - b. It shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any necessary to the performance of this Contract.
- D. **Safeguarding Client Information:** Neither party shall use or disclose any information concerning a recipient of the services provided under this Contract for any purpose not directly connected with the administration of such services, except upon written consent of the recipient, his/her responsible parent, guardian, or legal representative, or otherwise to comply with applicable law. The Contractor shall be covered by and abide by Alcohol and Drug Abuse Federal Confidentiality Regulations, as well as Federal HIPAA regulations.
- E. **Compliance With Federal HIPAA and State Confidentiality Law:**
 - a. The Contractor acknowledges its duty to review and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §1320d et seq. and all implementing regulations including 42 CFR Part 2, 45 CFR Parts 142, 160 and 164. The contractor also agrees to comply, where applicable, with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Health-General §4-301 et seq. This obligation includes, but is not limited to adhering to the privacy and security requirements entailed for protected health information under federal HIPAA and State MCMRA, making the transmission of all electronic information compatible with the federal HIPAA requirements, and otherwise providing good information management practices regarding all health information and medical records.
 - b. Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is

created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual. The definition excludes certain education records as well as employment records health by a covered entity in its role as employer.

- F. **Document Retention and Inspection:** Contractor shall retain all service records, and other documentation relevant to this Contract for five (5) years after the child turns 21 years old. Contractor shall retain all financial records relevant to this Contract for a period of no less than five (5) years after the date of final payment, a resolution of audit findings, or disposition of non-expendable property, whichever is later; and upon receipt of reasonable written notice thereof, Contractor shall grant the LMB and the State of Maryland full access with the right to examine any data, records, and any additional documentation requested by the LMB.
- G. **Service Records:** Documentation of services provided to each client/service records in any form generated or arising from the use of State funds provided under this Contract are the sole and exclusive property of the State of Maryland. Service records must be retained for the length of time imposed by lead agency policy.
- a. Purchase/Generation-Assets purchased or materials in any form, generating or arising from the use of State funds provided under this contract are and shall be the sole and exclusive property of the State of Maryland.
 - b. Inventory-Contractor shall maintain a written inventory of assets purchased with funds provided under this contract. The inventory shall include the type of item purchased; item make, model and/or serial number as appropriate; purchase date; amount of purchase; and physical location of the item. Contractor must update the inventory as needed and is responsible for the whereabouts of all such assets at all times.
 - c. Reclamation – When LMB funds are used to purchase assets, the LMB has the right to reclaim these assets and the Contractor shall ensure the right is protected in all cases. The LMB retains the right to claim and dispose of any equipment or property purchased with the funds under this contract, before the asset may be considered fully depreciated using IRS Guidelines on useful lives of assets.
- H. **Ownership of Property, Records, & Data:** Any reports, data, studies, property, equipment or other materials generated, purchased or arising from the use of State funds shall be the sole and exclusive property of the State.
- I. **Unauthorized Expenditures and Unallowable Costs**
- Unauthorized expenditures become the responsibility of the Contractor
 - Unauthorized expenditures include, but are not limited to:
 - All expenditures causing total expenditures to exceed the amount of approved budget.
 - All expenditures at variance to an explicit provision of this contract.
 - Unallowable costs include, but are not limited to:
 - Alcoholic beverages;
 - Bad debt;
 - Contributions and donations;
 - Defense and prosecution of criminal and civil proceedings, claims, appeals, and patent infringement;
 - Entertainment costs;
 - Incentive compensation as follows:
 - That does not involve all sources of funding.
 - That does not include the majority of staff, and is not issued pursuant to an agreement or an established plan entered into in good faith between the organization and the employees before the services were rendered.
 - A bonus given to an employee is taxable income to employee and must be reported.
 - The award of a bonus must be based on job performance, job appraisal, or some other measurable criteria and available to all employees within the same class and not used to increase an employee's salary and/or to circumvent payroll limitations;
 - Any plaque or item presented to a speaker, official, legislator, or other person in recognition of services provided with a value in excess of \$50.

o Gift Cards

- J. **Conflict of Interest:** No employee of the LMB, whose duties as such employee include matters related to or affecting the subject matter of this Contract shall, while in such employment, become or be an employee of the Contractor. Contractor hereby agrees not to tender an offer of employment to any such employee of the Allegany County LMB during the term of this Contract.
- K. **Amendment:** This Contract may be amended as the LMB and Contractor mutually agreed upon in writing. Except for the specific provision of the Contract, which is thereby amended, the Contract shall remain in full force and effect after such amendment subject to the same laws, obligations, conditions, provisions, rules and regulations, as it was prior to said amendment.
- L. **Non-Discrimination in Employment:** Contractor shall operate under this Contract so no employee or applicant for employment otherwise qualified, is denied employment or other benefits on the grounds of race, color, religion, sex, creed, national origin, age, marital status, or physical or mental handicap which would not reasonably preclude the required performance. Contractor shall include a clause similar to this clause in all subcontracts.
- M. **Staff Standards:**
- a. Staff member means an individual, whether paid or unpaid, who performs a duty on a continuing basis for the program.
 - b. To serve as: (a) A program director, an individual shall be 21 years old or older; (b) A activity supervisor, an individual shall be 18 years old or older.
 - c. Each staff member shall have education, training, experience, or any combination thereof, appropriate to the staff member's level of program responsibility.
- N. **Criminal Background Checks:** Criminal background checks must be obtained for all staff members associated with program implementation funded or unfunded through this Contract. Each staff member shall apply for a criminal background check before beginning program duties. The program director shall ensure that there is a fingerprint supported criminal background check result for each individual required to apply for a criminal background check. Documentation of the background checks must be provided to the LMB and updated annually.
- O. **Drug-free Workplace:** Contractor acknowledges that it is in compliance with the certification requirements of the federal and state law regarding a Drug and Alcohol Free Workplace as applicable. Contractor covenants that its Drug Free Workplace Policy substantially complies with federal and state laws and that it shall remain in compliance throughout the duration of this Contract.
- P. **Non-Assignment:** Contractor may not, during the terms of this Contract or any renewals or extensions of the Contract, assign or subcontract all or any part of the Contract without the prior written consent of the LMB.
- Q. **Reduction:** The LMB or the Contractor may reduce the amount of funding budgeted under this contract and/or the total award. Generally, the reasons an award and/or budget may be reduced include, but are not limited to:
- Delay in developing and/or implementing the services to be provided under this contract.
 - Failure to meet targeted outcomes or results
 - Reduction in the scope of services to be delivered
 - Request of the Contractor, and/or
 - Failure to comply with the terms and conditions of this contract
- R. **Termination for Convenience:** The LMB or Contractor may terminate this agreement, in whole or in part in accordance with this clause without showing cause, upon giving sixty (60) days written notice to the other party. Contractor will not be reimbursed for any services which may have been anticipated but which have not been provided up to the date of termination.
- S. **Termination for Default:** If the Contractor fails to perform or has not satisfactorily performed the terms of this agreement, the LMB may terminate this Contract for default. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of this Contract.
- T. **Local Management Board (LMB) Policies and Procedures Manual**
This manual shall, by reference, become part of each contract between "The Governor's Office of Crime Prevention, Youth, and Victim Services, on behalf of the Children's Cabinet and the LMB and each LMB shall incorporate, by reference, this manual into any and all subcontracts. Section V-Fiscal Management, of the LMB

Policies and Procedures Manual shall be strictly adhered to. The manual can be found at <https://goc.maryland.gov/wp-content/uploads/sites/8/2019/08/LMB-Manual-07-01-2019.pdf> A copy of the Manual is also provided with this contract.

U. Renewal Clause

- a. The LMB reserves the right to renew this Contract for additional contract periods. There shall be no automatic renewal of this Contract. The LMB will document vendors that submit late documentation, reports, and/or invoices and this information will be taken into consideration when looking at funding for FY23.
- b. Any and all renewals hereunder shall be pursuant to Contractor's receipt of written notification of said renewal or non-renewal from the LMB.

The parties understand and agree that the LMB may renew or not-renew this Contract in the event the LMB receives grant funds from the State of Maryland's "Governor's Office of Crime Prevention, Youth, and Victim Services, on behalf of the Children's Cabinet" (or any successor entity thereto). The services associated with this Contract are subject to the continuing availability of the Community Partnership funding. All renewal modifications will require the approval of the LMB and will be incorporated in the renewal Contract for the specified contract period.

In witness whereof, the **Local Management Board of Allegany County, Inc.** and **MAYOR AND CITY COUNCIL OF CUMBERLAND** have executed this Contract.

Local Management Board of Allegany County, Inc.

MAYOR AND CITY COUNCIL OF CUMBERLAND

Signature, LMB Director

Signature, Program Director

Date

Date

Signature, LMB Board Chairperson

Signature, Board Chairperson

Date

Date

APPENDIX B1
Program/Budget Modification Form
FY2022

All programmatic/budgetary changes (deviation from the original contract, program performance plan, and/or budget) must be pre-approved by the LMB of Allegany County, Inc. prior to implementation. This program/budget modification form must be submitted with Appendix B2 and B3 to the LMB of Allegany County, Inc. in writing with original signatures. The LMB will notify the vendor with approval/disapproval of this request in writing.

PROGRAM TITLE: Youth Services Coalition Planning Grant

Vendor: City of Cumberland

Program Director: Ken Tressler

Period of Award: July 1, 2021 through June 30, 2022

Please select one of the following, which best describes the program modification request:

- Change in program director
- Change in program dates
- Addition of services
- Discontinuation of specific service
- Budget modification
- Other (explain below)

Change in Project Director:

From: _____ To: _____

Change in Project Dates:

From: _____ To: _____

Reason for programmatic/budgetary change:

Modification requested and justification for programmatic/budgetary change:

<i>Submitted by:</i>	<i>Received by:</i>
<i>Signature, Program Director Date</i> <i>Name</i>	<i>Signature, LMB Official Date</i> <i>Name</i>

Contractor will receive written notification of approval or disapproval from the LMB, following receipt of this document. The terms of the original contract must be adhered to until notification of approval is received.

APPENDIX B 2

Budget Modification Form FY2022

Program Title: Youth Services Coalition Planning Grant
Vendor: City of Cumberland
Program Director: Ken Tressler
Period of Award: July 1, 2021 - June 30, 2022
Date of Request: _____

LINE ITEM DESCRIPTION	Approved Budget	Increase/ Decrease (-/+)	Modified Budget
Salaries	\$ -		\$0
Fringe Costs	\$ -		\$0
Communications	\$ -		\$0
Postage	\$ -		\$0
Business Travel	\$ -		\$0
Training	\$ -		\$0
Conferences/Conventions	\$ -		\$0
Utilities	\$ -		\$0
Advertising	\$ -		\$0
Accounting/Auditing	\$ -		\$0
Legal	\$ -		\$0
Consultant (other than Legal & Accounting/Auditing)	\$ 49,408.00		\$49,408
Office Supplies	\$ -		\$0
Equipment	\$ -		\$0
Insurance	\$ -		\$0
Rent/Mortgage	\$ -		\$0
Printing/Duplication	\$ -		\$0
Professional Dues/Publications/Subscriptions	\$ -		\$0
Program Supplies	\$ -		\$0
Information System Repair/Maintenance	\$ -		\$0
Vehicle Operating (other than Insurance)	\$ -		\$0
Training	\$ -		\$0
Food	\$ -		\$0
Licensing Fee - Project AIM Curriculum	\$ -		\$0
			\$0
			\$0
			\$0
TOTAL	\$49,408	\$0	\$49,408

Submitted by: _____
Signature, Program Director
Date

Print Name

LMB Official: _____
Date

Print Name

Contractor will receive written notification of approval or disapproval from the LMB, following receipt of this document. The terms of the original contract must be adhered to until notification of approval is received.

FY2022 APPENDIX B-3: Budget Narrative Modification Form

Program Name: Youth Services Coalition Planning Grant

Vendor: City of Cumberland

Program Director: Ken Tressler

Period of Award: Fy22 July 1, 2021-June 30, 2022

All changes to the program budget narrative approved in Appendix A-2 must be pre-approved by the LMB prior to expenditure of funds that deviate from the terms of the original budget narrative. This budget narrative modification form must be submitted to the LMB in writing with original signatures. The LMB will notify the vendor with approval/disapproval of this request in writing.

Line Item	Original Budget Amt	Original Description	Proposed Description (Modification)	Calculation	Total
(Example) SUPPLIES	1000.00	\$250 Administrative Office Supplies, \$500 Program Participant Activity Supplies, \$250 Food for participants	\$0 Administrative Office Supplies, \$500 Program Participant Activity Supplies, \$500 Food for participants	500 + 500 =1000	1000.00
Salaries	\$ -				
Fringe Costs	\$ -				
Communications	\$ -				
Postage	\$ -				
Business Travel	\$ -				
Training	\$ -				
Conferences/Conventions	\$ -				
Utilities	\$ -				
Advertising	\$ -				
Accounting/Auditing	\$ -				
Legal	\$ -				
Consultant (other than Legal & Accounting/Auditing)	\$ 49,408.00	Consultant Fee for research, development and creation of programs			\$49,408.00
Office Supplies	\$ -				
Equipment	\$ -				
Insurance	\$ -				
Rent/Mortgage	\$ -				
Printing/Duplication	\$ -				
Professional Dues/Publications/Subscriptions	\$ -				
Information System Repair/Maintenance	\$ -				
Vehicle Operating (other than Insurance)	\$ -				
Program Supplies	\$ -				
Food	\$ -				
Licensing Fee	\$ -				
TOTAL					\$49,408.00

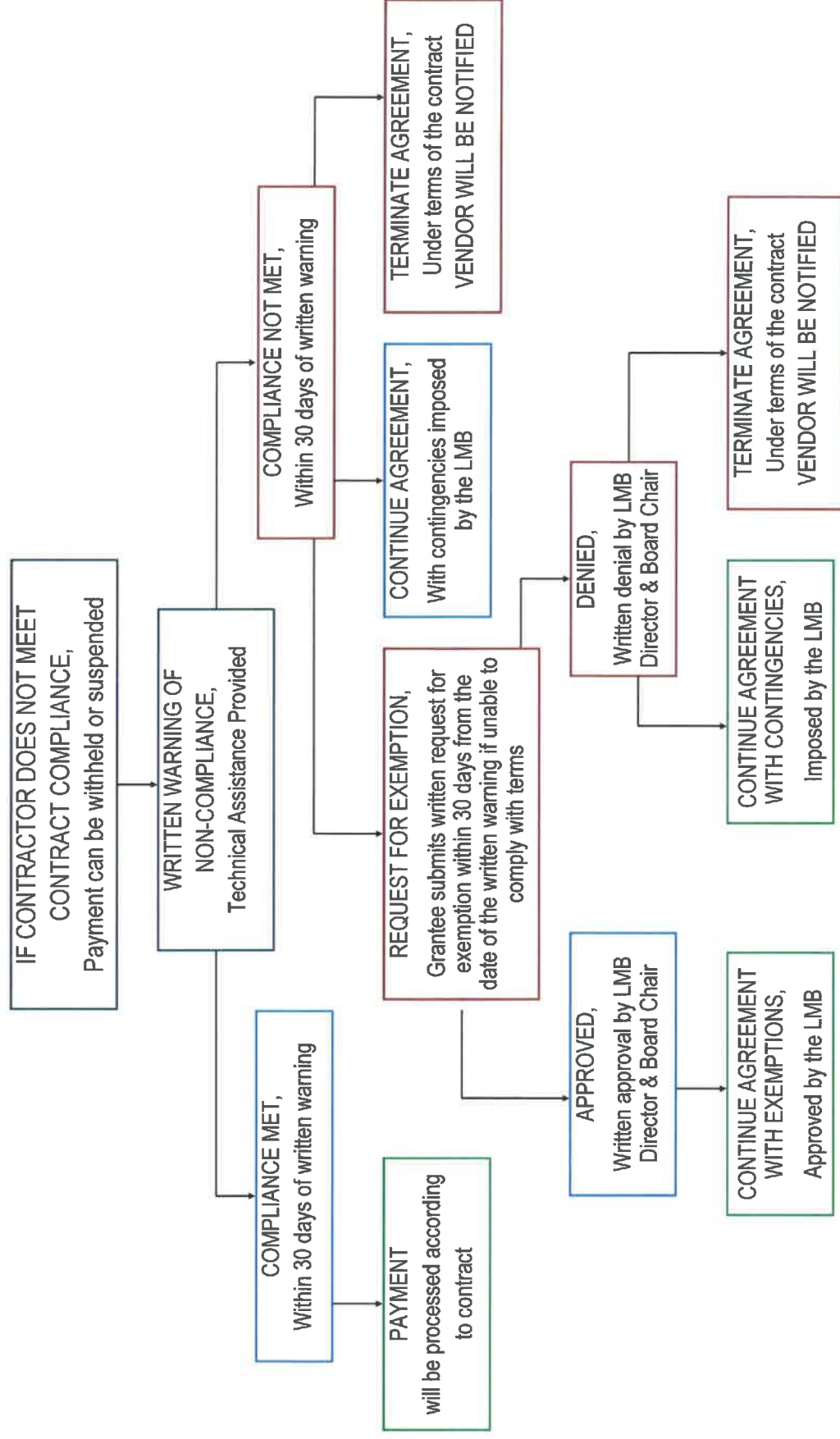
Submitted by:	Received by:
<i>Signature, Program Director Date</i>	<i>Signature, LMB Official Date</i> <i>Name</i>

Contractor will receive written notification of approval or disapproval from the LMB, following receipt of this document. The terms of the original contract must be adhered to until notification of approval is received.



Appendix E

Contract Non-Compliance Protocol



SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - Appendix A

Fiscal Year 2022

LMB: Local Management Board of Allegany County

DESCRIPTION

Program/Strategy:		Operating Expenses	Children's Cabinet
	Personnel	Youth Services Coalition Planning Grant	
		Salaries	\$ -
		Fringe Costs	\$ -
			\$ -
		Communications	\$ -
		Postage	\$ -
		Utilities	\$ -
		Advertising	\$ -
		Office Supplies	\$ -
		Insurance	\$ -
		Rent/Mortgage	\$ -
		Printing/Duplication	\$ -
		Information System Repair/Maintenance	\$ -
		Vehicle Operating (other than Insurance)	\$ -
	Travel		\$ -
		Business Travel	\$ -
		Conferences/Conventions	\$ -
	Contractual Services		\$ 49,408.00
		Training	\$ -
		Consultant (other than Legal & Accounting/Auditing)	\$ 49,408.00
		Legal	\$ -
		Accounting/Auditing	\$ -
	Equipment		\$ -
		Office Equipment	\$ -
	Other		\$ -
		Vehicle purchase and lease	\$ -

		Program Supplies	\$	-
		Professional Dues/Publications/Subscriptions	\$	-
		Food	\$	-
		Other: Licensing Fee Project AIM Curriculum	\$	-
		Other (background checks)	\$	-
TOTAL budget for		Youth Services Coalition Planning Grant	\$	49,408.00
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:				
	County/City Direct		\$	-
	County/City In-Kind		\$	-
	Approved Use of Earned Reinvestment		\$	-
	Fee for Service		\$	-
	Other Federal (Submit Detail)		\$	-
	Other (Submit Detail)		\$	-
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA				
	CPA/Children's Cabinet FUNDING REQUEST	Youth Services Coalition Planning Grant	\$	49,408.00
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA				

Print Name

File Attachments for Item:

. **Order 26,950** - accepting the bid from Archway Station, Inc. for the 2021 Children and Youth Services Analysis project in the amount not to exceed \$22,500, which will be funded in full through grant funding obtained by the Local Management Board of Allegany County

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

ORDER NO. 26,950

DATE: February 1, 2022

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

THAT, the bid from Archway Station, Inc., 45 Queen Street, Cumberland, MD 21502, for the 2021 Children and Youth Services Analysis project be and is hereby accepted in the amount not to exceed Twenty-two Thousand, Five Hundred Dollars (\$22,500.00); and

BE IT FURTHER ORDERED, that the City is serving as a pass-through agency for the funding for this project, which will be provided in total by grant funding obtained by the Local Management Board of Allegany County.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: February 1, 2022

Key Staff Contact: Lee Borrer, Senior Community Development Specialist

Item Title:

Acceptance of the bid from Archway Station, Inc. in response to the 2021 Request for Bids for “Children and Youth Services Analysis.”

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

The City of Cumberland Department of Community Development solicited bids for an analysis of services available for children in Allegany County. The document will be used to increase opportunities for community-based programs and services for youth; whereby improving access to services for all children considering local racial disparity and Adverse Childhood Experiences (ACES). The goal is to create a trauma-informed, inclusive local strategy which coordinates current efforts, identifies and addresses gaps in services, and provides a strategic measurable framework for evaluating youth services in Allegany.

This study is made possible and funded entirely by a grant from The Local Management Board of Allegany County, Inc.

Amount of Award: \$22,500

Budget number:

Grant, bond, etc. reference:



Archway Station, Inc.

Administrative Offices:
45 Queen St.
Cumberland, MD 21502
301-777-1700



January 14, 2022

"2021 Request for Bids-Children and Youth Services Analysis"

Cumberland Mayor and City Council
City Clerk Office—City Hall
57 North Liberty Street
Cumberland, Maryland 21502

Dear Mayor and City Council:

I would like to propose amendments to the proposal that was submitted on December 16, 2022. I met with the representatives of the Local Management Board to discuss the scope of work and in particular the timeline.

In that the contract will likely take some time to award prior to the commencement of the work I would like to move the dates for deliverables by 15-30 days in each case. See amended dates.

Further, in looking at the focus groups and stakeholders input it is concerning during the COVID-19 times of how to attract participation. We feel there may be transportation needs and other mechanisms necessary to increase participation. In that regard, we would respectfully ask for the consideration of providing additional funding to the requested bid amount by \$5,000.00 bringing the contract ask to \$22,500.00.

I certainly understand the need to run this by the appropriate parties but I do feel we can deliver a quality product should the amendments be accepted. Thank you for your time and consideration.

Sincerely,

James M. Raley, Executive Director

“2021 Request for Bids-Children and Youth Services Analysis”

RESPONSIBLE STAFF:

James Raley, Executive Director BS, MEd

Stephanie Farber, Behavioral Health Director, Licensed Graduate Professional Counselor, CPRP

Bernard Wynder, BA in Psychology, Certified Psychiatric Rehabilitation Practitioner (CPRP)

Charlene Syx, BS in Business Administration, CAYA Team Leader,
Certified Family Rehabilitation Practitioner (CFRP)

Dr. Stephanie Hutter-Thomas PhD, Consultant/Research

SCHEDULE FOR DELIVERABLES:

1. Vendor list, Services, Ages served, Costs, Identified Barriers—February 15, 2022 Amended March 1, 2022

The deliverable would involve direct contact with identified service providers/vendors. While Archway partners with many current providers and is a source of referrals from other providers, we would investigate services using Path2Help, the local resource guide, the LBHA, schools and other community partners (YMCA, Jane’s Place, DSS, UPMC, Health Dept.) to develop the vendor list, range of services, ages served, service costs (insurance, Medicaid, sliding fee schedule) and work with vendors to identify barriers (private insurance, transportation, timeframe).

2. Geographic Mapping of Vendor Services—February 15, 2022 Amended March 1, 2022

We would work with our Technology department to identify tools to assist in the visual mapping of services and likewise incorporate such into the vendor listings. In that the majority of services are concentrated in the Cumberland, Frostburg, and LaVale areas, we would want to identify all such locations preferable with GPS address specific identifiers.

3. Enlist Surveys, Census Data, Focus Groups, Stakeholders (inclusive of youth)—March 15, 2022 Amended April 15, 2022

This is an area where we would employ the contract services of Dr. Hutter-Thomas as she has conducted such research projects. In addition, she has written numerous grants for the area and is familiar with much of the census data information available through searches and also county government. We would assemble community stakeholder meetings at our two locations through media blitzes, but also in local PTA/PTO groups and community partner organizations. The survey tool would be developed using the identified metrics of need while looking at ways to capture ACE’s information. We would utilize strategies to capture responses from the identified populations focusing on underserved, racial and protected class disparities and work to develop tools for more inclusive programming.

4. Evaluation of Vendors, ACE’s, Trauma Informed Care, Resources—April 1, 2022 Amended May 1, 2022

There are several vendors providing services surrounding ACE’s and TIC. Dr. Hutter-Thomas would be taking the lead in this element in that she is a Master presenter for these programs as well as each of the Regrounding Our Response series that have been developed for use in Maryland. The Maryland Department of Health has numerous resources and training available in these areas. There are peer resources in several organizations familiar with the issues of parental substance abuse and parental incarceration, along with youth in the juvenile

justice system. This would include harm reduction strategies that may serve to bring youth into low barrier programs without feel of threat or stigma.

5. Identify Vendor Best Practices, Identify Evidence Based Programming—April 1, 2022 **Amended May 1, 2022**

In working with other communities in neighboring counties and states, we would find existing best practices in programming such as the Boys and Girls Clubs, the After School Program, and Project Yes. The research would include data gathering on successful evidence based programs that serve to assist the ACE's population throughout the region but in other Maryland Counties. This would be another area where a focus would be on protected classes and racial disparities within our community.

6. Present Findings, Gather Public Input—April 15, 2022 **Amended May 15, 2022**

In a public forum we would present the findings and seek public input into the findings at a Mayor and City Council meeting and a meeting of the County Commissioners if requested. This public input would serve to provide the final documentation needed for the report.

7. Comprehensive Written Document—May 15, 2022 **Amended June 1, 2022**

The written report would be provided in bound format with appendices and references in a quantity to be determined and sufficient for distribution to providers/vendors who may wish to review the research and analytics proposed.

BID AMOUNT FOR SERVICES:

\$17,500.00 **Amended \$22,500.00**

File Attachments for Item:

- . **Order 26,951** - adopting Juneteenth into the Holiday Schedule for all City employees

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

ORDER NO. 26,951

DATE: February 1, 2022

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

THAT, Juneteenth, having been declared a federal holiday in the United States, be and is hereby adopted into the holiday schedule for all City employees, and shall henceforth be included as such in the following documents:

1. City of Cumberland Handbook for Full-Time Non-Union Employees;
2. Collective Bargaining Agreement with the AFSCME AFL-CIO, Local #553, dated March 15, 2016;
3. Collective Bargaining Agreement with the United Food and Commercial Workers (UFCW) Local 1994, representing members of the Cumberland Police Department, dated July 20, 201; and
4. Collective Bargaining Agreement with the International Association of Firefighters (IAFF), Local #1715, dated August 4, 2021.

Raymond M. Morriss, Mayor

File Attachments for Item:

. **Order 26,952** - authorizing execution of a Donation Agreement with Cecelia Henderson for the donation of 412 Goethe Street (Tax No. 23-012677) to the City, authorizing acceptance of the deed, and authorizing the City Administrator and City Solicitor to execute documents necessary for the transfer

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

ORDER NO. 26,952

DATE: February 1, 2022

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

THAT, the Mayor be and is hereby authorized to execute a Donation Agreement by and between Cecelia Henderson and the Mayor and City Council of Cumberland whereby certain property at 412 Goethe Street (Tax No. 23-012677) shall be transferred to the City for the sum of \$1.00; and

BE IT FURTHER ORDERED, that the City shall accept the deed to effect transfer of said property, provided settlement contingencies are met; and

BE IT FURTHER ORDERED, that should it be necessary to extend the date for closing under the terms of the Contract, the City Administrator and City Solicitor are jointly and severally granted the authority to enter into agreement for said purpose; and

BE IT FURTHER ORDERED, that the City Administrator and City Solicitor are jointly and severally granted the authority to execute and deliver such documents as are necessary to facilitate or effect the closing for subject property.

Raymond M. Morriss, Mayor

DONATION AGREEMENT

THIS DONATION AGREEMENT (“Agreement”), is made by and between **Cecelia Henderson** (“Donor”) and the **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the “Effective Date”.

RECITALS

WHEREAS, Donor owns the parcel of real property together with the improvements thereon, if any, described as follows and hereinafter collectively referred to as the “Property”:

Tax Id No. 23-012677 (412 Goethe Street, Cumberland, MD 21502); described in the deed recorded in the Land Records of Allegany County, Maryland in Book 640, Page 427; and

WHEREAS, Donor has offered to donate the Property to the City and the City has agreed to accept that donation subject to the terms and conditions of this Agreement; and

WHEREAS, the parties deem the entry into this Agreement to be in their respective best interests.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of \$1.00, in hand paid, the receipt of which is hereby acknowledged, and in consideration of these premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference in this Agreement as though they were set forth in full herein.

2. **Donation.** Subject to the terms and conditions of this Agreement, Donor agrees to donate the Property together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining to the City, and the City agrees to accept that donation. The closing for the donation shall be held no later than sixty (60) days from the Effective Date unless said time frame is extended by written agreement of the parties.

3. **Estate/Condition.** The Property shall be conveyed to the City in fee simple and in “AS IS” condition. Donor shall convey the Property to the City by means of a deed containing covenants of special warranty and further assurances. Said deed shall be delivered to the City at closing.

4. **Contingencies.** Closing and the City's acceptance of the deed for the Property shall be subject to the following contingencies:

4.1. **Title.** Title to the Property shall be good and merchantable, free of liens and encumbrances except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property are located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

5. **Appraisal.** Donor has the right to have the Property appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Property to the City. The appraisal(s) shall be performed prior to closing or the date of the City's acceptance of the deed for the Property. Upon delivery of the deed for the Property and the City's acceptance of the same, Donor shall provide the City with the appropriate tax documents relative to their eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgement required under 21 U.S.C. § 170(f)(8)¹. Upon the City's acceptance of the deed and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Property in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, Donor shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to Donor with respect to such matters.

6. **Risk of Loss.** The Property shall be held at the risk of Donor until legal title has passed to the City.

7. **Possession.** Donor agrees to give possession and occupancy of the Property to the City upon the completion of closing.

¹ Per 21 U.S.C. § 170(f)(8)(B), the contents of the acknowledgment should include the following information:

- (i) The amount of cash and a description (but not value) of any property other than cash contributed.
- (ii) Whether the donee organization provided any goods or services in consideration, in whole or in part, for any property described in clause (i).
- (iii) A description and good faith estimate of the value of any goods or services referred to in clause (ii) or, if such goods or services consist solely of intangible religious benefits, a statement to that effect.

8. **Timeliness.** Time is of the essence with respect to the provisions of this Agreement.

9. **Representations and Warranties.** As of the date of the closing contemplated hereby and as to the period of time during which Donor held title to the Property, Donor warrants that she has, by acts or omission or commission, not subjected the Property (including land, surface water, ground water, and improvements) to contamination, including (i) any hazardous waste, underground storage tanks, petroleum, regulated substances or used oil as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any oil, petroleum products and their byproducts as defined by the Maryland Natural Resources Code, § 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iv) any hazardous substance as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended or by any regulations promulgated thereunder; (v) any substance the presence of which on, in or under the Property, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment or disposal. Notwithstanding the foregoing, if, subsequent to the date of the execution of this Agreement and prior to closing, Donor discloses an environmental condition on the Property to the City, the City shall have the option to take title to the Property, waiving and releasing its rights with respect to the aforesaid representations and warranties as to the matters so disclosed, or it may decline to take title to the Property without incurring any liability or obligations as a result of said declination.

10. **Transfer Charges/Recording Fees.** The transfer of the Property to the City is exempt from recordation and transfer taxes under Md. Tax Property Code Ann. § 12-108 (A)(1) and 13-207(a)(1). The City shall pay the court fee for the recordation of the deed.

11. **Real Estate Taxes.** The City will waive all City real estate taxes presently due on the Property. It will secure a waiver of the County real estate taxes due or it will pay them.

12. **Breach of Agreement and Default.** The City and Donor are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, Donor may pursue any legal or equitable rights which may be available to them. If Donor fails to make full settlement or is in default due to her failure to comply with the terms, covenants and conditions of this Agreement, the City is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Agreement.

13. **Assignability.** This Agreement may not be assigned except by written agreement of the parties.

14. **Captions.** The marginal captions of this Agreement are for convenience and in no way define or limit the intents, rights or obligations of the parties hereunder.

15. **Notices.** Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United States certified mail, postage prepaid, return receipt requested at the address stated below.

To Donor:

Cecelia Henderson
10 N Liberty Street, Apt. 601
Cumberland, MD 21502

To the City:

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

with a copy to:

Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, Maryland 21502

16. **Entire Agreement.** This Agreement contains 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, their heirs, executors, administrators, personal representatives, successors and assigns.

17. **Invalidity.** If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

18. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. It shall be enforceable

with an action commenced in the Circuit Court for Allegany County, Maryland, and the parties hereto agree to be subject to the jurisdiction of such Court and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such Court is commenced in an inconvenient forum or one that lacks proper venue.

19. Waiver of Jury Trial. DONOR AND THE CITY EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER OR BOTH OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY DONOR AND THE CITY, AND EACH OF THEM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUA(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

20. 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.

21. Modification. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

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

23. 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.

24. Signing by Facsimile or Other Electronic Means. Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Agreement. Said facsimile and/or other electronically transmitted signed copies or counterparts shall have the same binding effect as would a signed original Agreement or counterpart once delivered to the other party.

IN WITNESS WHEREOF, the parties have duly executed this Donation Agreement as of the dates set forth below with the specific intention that it constitute an instrument under seal.

WITNESS/ATTEST:

Marjorie A. Woodring

Cecelia Henderson (SEAL)
Cecelia Henderson

January 19, 2022
Date

**MAYOR AND CITY COUNCIL
CUMBERLAND**

Marjorie A. Woodring,
City Clerk

By: _____ (SEAL)
Raymond M. Morriss, Mayor

date

THIS DEED, made this 19th day of January 2022, by and between **CECELIA HENDERSON**, party of the first part, and **MAYOR AND CITY COUNCIL OF CUMBERLAND**, party of the second part, a Maryland municipal corporation.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part does hereby grant, bargain and sell, release, confirm and convey unto the party of the second part, its successors and assigns:

ALL that lot or parcel of ground situate on the Westerly side of Goethe Street in the City of Cumberland, Election District No. 23, Allegany County, Maryland, known as parts of Lots Three (3), Four (4), and Five (5) of the sub-division of Turner Hall and more particularly described as follows, to-wit:

BEGINNING for said parcel of land at a point on the Westerly side of Goethe Street, distant South 39 degrees 10 minutes West 21.1 feet from the end of the first line of the said whole Lot No. 3, it being also at the end of the second line of the lot conveyed by James E. Perrin to James C. Powell by deed dated the 30th day of April, 1910, and recorded among the Land Records of Allegany County, Maryland; and running thence with Goethe Street, South 39 degrees 10 minutes West 38.24 feet; thence parallel with and 10 feet distant from the first line of Lot No. 5, North 57 degrees 35 minutes West 99.75 feet to a concrete wall; thence with said wall, North 39 degrees 10 minutes East 38 feet to the third line of the lot conveyed to James C. Powell by the deed aforesaid; thence with part of the said third line, reversed, South 57 degrees 35 minutes East 99.75 feet to the beginning;

EXCEPTING from this conveyance all of that piece or parcel of said property which conveyed by deed dated the 4th day of October, 1919, from Amon C. Wilson and Ella B. Wilson, his wife, to Russell C. McElfish and Palmer D. McElfish, etc., and which said deed is duly recorded among the Land Records of Allegany County, Maryland, in Liber No. 130, folio 420; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby excepted from this conveyance; and which said parcel is more particularly described as follows:

All that lot or parcel of ground situate on Goethe Street in the City of Cumberland, Allegany County, Maryland, being parts of Lots Nos. Four (4) and Five (5) of Turner Hall, a plat of which is filed among the Land Records of Allegany County, Maryland, in Liber No. 95, folio 16, and more particularly described as follows:

Beginning for the said lot on the West side of Goethe Street at the end of 19.12 feet on the

first line of the deed from Jesse E. Utt, et ux, to Amon C. Wilson, bearing date of November 18, 1911, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 109, folio 10, said point of beginning being at a point in line with the sub-division wall dividing the double brick dwelling; and running thence with said first line 19.12 feet to the end thereof; thence with the second line of said last-named deed, North 57 degrees 30 minutes West 99.75 feet to a concrete wall; thence with said wall, North 39 degrees 10 minutes East 19.12 feet to a point where a line drawn from the beginning of this deed extended by the line of the center of said partition wall will strike the third line of the last aforesaid deed; thence by a line with the center of said partition wall to the place of beginning; it being the intention of the deed to convey the West half of said whole lot making the said division wall of the said double brick house and the line extended front and back with the line of said division wall, the dividing line.

IT BEING the same property which was conveyed from Mary E. Miller to Cecelia Henderson by deed dated July 25, 1996, and recorded among the Land Records of Allegany County, Maryland in Book 640, Page 427.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above-described property unto the party of the second part, its successors and assigns in fee simple forever.

AND the said party of the first part for herself, her personal representatives, heirs and assigns does hereby warrant specially the title to the above-described property and covenant that she will execute such other and further assurances of the same as may be requisite or necessary.

WITNESS the hand and seal of the party of the first part the day and year first above written.

WITNESS:



 (SEAL)
Cecelia Henderson

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

I HEREBY CERTIFY, that on this 19 day of January, ~~2021~~²⁰²², before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Cecelia Henderson**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that she executed the same for the purposes therein contained; and she further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00 and that the total payment made to the grantor was \$0.00.

WITNESS my hand and Notarial Seal.



NOTARY PUBLIC

My Commission Expires: 10/4/2025

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney.

MICHAEL SCOTT COHEN

File Attachments for Item:

. **Order 26,953** - Order declaring City-owned property at 19 Frederick Street (Deed Liber 172, folio 17 Allegany County Land Records) as surplus and authorizing it for sale

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

ORDER NO. 26,953

DATE: February 1, 2022

WHEREAS, the Mayor and City Council of Cumberland is the record owner of a certain parcel of property identified below; and

WHEREAS, the Mayor and City Council have determined that this property is no longer needed for any public use and was therefore offered for sale to the general public;

IT IS, THEREFORE, ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT:

1. The following property is hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland:

- | | | |
|-----|---------------------|--|
| 1.) | 19 Frederick Street | Tax ID No. 14-003096 |
| | | Deed reference: Deed Liber 172, folio 17 |
| | | Allegany County Land Records |

2. After the passage of twenty (20) days from the date of this Order, the Mayor and City Council may pass an Ordinance authorizing the execution of a deed effecting the conveyance of the properties to the purchaser, and the City may proceed with the transfer of the properties in accordance with the terms of said Ordinance

Raymond M. Morriss, Mayor

File Attachments for Item:

. **Order 26,954** - authorizing execution of a Memorandum of Agreement with the MD Department of Humans Services (DHS) regarding the City's participation in the Low Income Household Water Assistance Program (LIHWAP) to become effective February 1, 2022, for a five-year term, to supply eligible households with State-funded assistance for home water and wastewater bills

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

ORDER NO. 26,954

DATE: February 1, 2022

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

THAT, the Mayor be and is hereby authorized to execute a Memorandum of Agreement by and between the Maryland Department of Human Services (DHS) and the Mayor and City Council of Cumberland regarding the City's participation in the State-funded Low Income Household Water Assistance Program (LIHWAP), which will supply eligible households with rate reduction or arrearage assistance funding for home water and wastewater bills; and

BE IT FURTHER ORDERED, that the Agreement shall become effective February 1, 2022, and remain in effect for five (5) years unless terminated earlier per terms of the agreement.

Raymond M. Morriss, Mayor



DHS



MARYLAND DEPARTMENT OF
HUMAN SERVICES





Family Investment Administration

Office of Home Energy Programs

Emily Bauer

Deputy Director Office of Home Energy Programs

January 2021



Maryland State Overview of :

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)



LIHWAP

What is LIHWAP and how is it funded?

- The Low Income Household Water Assistance Program (LIHWAP) is a new federally funded grant program providing benefits for water and/or wastewater costs for low-income households. Funding is being distributed through the Consolidated Appropriations Act of 2021 and American Rescue Plan and was developed in response to the COVID 19 pandemic. The program is administered at the federal level by the Division of Energy Assistance within the U.S. Department of Health and Human Services' (HHS) Administration for Children and Families.
- This program is currently only funded through December of 2023. Allocations have to be designated to the utility providers by September 2023 and funds dispersed by December of 2023.



LIHWAP

What does LIHWAP look like in Maryland?

- Maryland's total allocation for LIHWAP is \$14,061,546.
 - The approach at the federal level is to implement LIHWAP as closely as possible to the model established for the Low Income Home Energy Assistance Program (LIHEAP).
- The Maryland State LIHWAP plan was approved on September 27, 2021.
 - Maryland will focus on the immediate restoration of water and/or wastewater services and the payment of arrearages to prevent disconnection of service.
 - Maryland will use categorical eligibility to expedite the processing of applications when applicable.
 - The Local Department of Social Services will administer the LIHWAP program in 24 county/jurisdictions throughout Maryland.



LIHWAP

Who is eligible and what are the eligibility requirements for LIHWAP?

- The applicant must be a Maryland resident who is responsible for a water and/or wastewater bill issued by a public water system or treatment works.
- Applicants will be required to submit proof of physical residency.
- The applicant must live at the property for which assistance is being provided.
- Applicants must submit a current water and/or wastewater bill showing accrued arrearages of at least \$100.
- The total household income (previous 30 days) may not exceed the gross income threshold which is 60% of the State Median Income.
- Only one bill account per service address per utility (water and/or wastewater) is eligible to receive this benefit..



LIHWAP

- **Income Categorical Eligibility:**

- A household where at least one member of the household is currently receiving one of the following benefits is considered automatically eligible for the Maryland Low Income Household Water Assistance Program (LIHWAP).
 - Office of Home Energy Programs (OHEP)
 - Temporary Cash Assistance (TCA/TANF)
 - Supplemental Nutrition Assistance Program (SNAP)
 - Temporary Disability Assistance Program (TDAP)
 - Supplemental Security Income (SSI)
 - Means-tested Veterans Programs
 - Emergency Rental Assistance Program (ERAP)
 - WSSC Customer Assistance Program
 -
- Applicants who are income categorically eligible for LIHWAP must be actively receiving benefits at the time of the LIHWAP application and must meet all other eligibility criteria.
- Proof of benefits received must be included with the application.



LIHWAP

What is the LIHWAP benefit?

- LIHWAP is a one-time benefit grant of \$100 - \$2,000 that can be paid toward residential water and/or wastewater accounts that have accumulated arrearages.
- LIHWAP will assist in the payment of arrearages for immediate restoration of residential water and/or wastewater services and/or to prevent disconnection of service.
 - Arrearages are defined as the amount past-due greater than 30 days.
 - Arrearages must be a minimum of at least \$100.
 - Payment may include standard charges and fees included in the household water bill. (This may include standard reconnection fees)
- Benefit payment amount must satisfy the account to be in “good standing” with the utility provider.
 - This can be in combination with the customer contributing to the difference of the grant and what is due to result in “good standing”.



LIHWAP

- Applications will be first-come first-served in each county.
 - Direct Service allocations have been made to each of the 24 jurisdictions
 - Benefits must be paid directly to the utility supplier.
 - Renters are eligible, if they are responsible for paying a water/wastewater bill or their water/wastewater is included in their rent. However, if the bill is in the landlords name, the landlord has to comply with providing the account information and willing to deduct the rent for the portion of the water/wastewater that is being charged. The payment to the utility supplier will be on behalf of the customer to the landlords account.
- LIHWAP is **NOT**:
 - An approved on-going federally funded program. Essentially it is a “one-and-done”.
 - An auto enrollment program. Customers must apply for LIHWAP.
 - A grant benefit that will pay for water and/or wastewater repairs or replacements
 - A grant benefit that is allowable for household costs associated with private wells and septic systems. These would not be payments to owners or operators of public water systems or treatment works..
 - A grant benefit that can be applied to an account that has stolen or fraudulent water and/or wastewater services.



LIHWAP

How do you apply for LIHWAP?

- An application for LIHWAP can be submitted with or without an energy assistance application through the Office of Home Energy Programs (OHEP). Joint applications will be established for LIHEAP, Emergency Assistance for Families with Children, and eviction prevention/rental assistance programs.
- The Local Department of Social Services will be administering the program in collaboration with the Office of Home Energy Programs (OHEP) in each of the 24 Maryland counties/jurisdictions. Applicants can apply for LIHWAP at the local DSS or can apply online through the Maryland Department of Human Services (DHS) consumer portal. Other community-based organizations will also be provided guidance and materials to make referrals for the program.



LIHWAP

When will Maryland LIHWAP benefits begin?

- Estimated date for Statewide rollout and implementation of the LIHWAP program is early 2022.

What Communication will there be?

Logo Design, Applications, Brochure/Flyer, working on statewide communications campaign.



LIHWAP

Water Supplier Documents/Info

Email was sent to all water suppliers with 7 attachments

- Check List
- Cover Letter
- Instructions
- MOU
- Affidavit
- W-9
- Data Supplier Info



LIHWAP

Payment Process

Assign Water Distribution Statement (WDS) in the OHEP Data Management System.

Water and Wastewater will be separate programs and will have a separate WDS for each program for each supplier/vendor.

https://drive.google.com/file/d/1WN0xC91yMrsrYa_T66D2IQSWmdpLHc4v/view?usp=sharing

The LAA will submit each WDS to the local LDSS finance officer to process the payments

The OHEP certifier will enter the DV (direct voucher number) in the OHEP Data Management System to each coordinating vendor WDS.

The OHEP certifier will then update the WDS's to "PAID" in the OHEP Data Management System.

Once complete the local OHEP will fax/email the WDS to each vendor.

When the vendor receives the check from the Comptroller it will show the DV number on the remittance stub and the vendor can pull the coordinating WDS and post to the customer's account.



LIHWAP

Questions ?



LIHWAP

All current LIHWAP information can be found here:

<https://www.acf.hhs.gov/ocs/programs/lihwap>.



Emily Bauer, MBA

Deputy Director, Office of Home Energy Programs

Maryland Department of Human Services

311 W. Saratoga Street

Baltimore, MD 21201

emily.bauer1@maryland.gov

dhs.maryland.gov

(443) 257-0223 (cell)

Council Agenda Summary

Meeting Date: February 1, 2022

Key Staff Contact: Mark Gandolfi

Item Title:

Memorandum of Understanding with the Maryland Department of Human Services (DHS) – Office of Home Energy Programs - Low Income Household Water Assistance Program (LIHWAP)

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

The State of Maryland Department of Human Services (DHS) has received \$14 million for a new program to restore water and/or wastewater services and the payment of arrearages to prevent disconnection of service for eligible households. An eligible customer may receive a one-time benefit of a \$100 minimum to \$2,000 maximum determined by the dollar amount of arrearage on the account. On behalf of DHS, the local Department of Social Services will administer the program in 24 counties/jurisdictions throughout Maryland. Maryland will use categorical eligibility to expedite the processing of applications when applicable.

In order for the City of Cumberland's customers to access these funds, the City must sign up to participate by executing a Memorandum of Understanding (MOU) with the Maryland Department of Human Services, executing Attachment C – Contract Affidavit and providing a supplier data form and a W-9. Those completed documents are here for your consideration.

The program is anticipated to go live on or about February 1st and will extend until all funds are exhausted. Additional information exists within the attached documents, particularly the MOU and the presentation slides from DHS.

MEMORANDUM OF AGREEMENT
BETWEEN
THE MARYLAND DEPARTMENT OF HUMAN SERVICES
AND

Mayor and City Council of Cumberland

**A COMPANY PROVIDING WATER AND/OR WASTEWATER UNDER THE
AMERICAN RESCUE PLAN ACT OF 2021 AND THE CONSOLIDATED
APPROPRIATIONS ACT, 2021 (PUBLIC LAW NO: 116-260)**

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is entered into and effective this 1st day of February, 2022 by the State of Maryland, by and through the Maryland Department of Human Services, Office of Home Energy Programs (the “DEPARTMENT”), located at 311 W. Saratoga Street, Baltimore, Maryland 21201, and Mayor and City Council of Cumberland (“UTILITY” and, collectively with the DEPARTMENT, the “PARTIES”), whose principal address is 57 N. Liberty Street, Cumberland, MD 21502

The UTILITY’s Federal Tax Identification Number is 52-6000786.

WHEREAS, the DEPARTMENT is seeking to enter into agreements with water and/or wastewater utilities for the purpose of supplying eligible households with rate reduction or arrearage assistance funding to assist eligible households with their home water and wastewater bills; and

WHEREAS, the DEPARTMENT agrees to provide to the UTILITY, and the UTILITY agrees to apply to customers’ accounts, assistance funding for water and/or wastewater bills of eligible households under the terms and conditions set forth below. The LOCAL OFFICE, as a representative of the DEPARTMENT, will process the applications of eligible households, authorize the payment of such assistance funding to the utility, and provide notices of assistance funding to eligible households.

NOW THEREFORE, the Parties mutually agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the following terms have the meaning indicated:

Assistance funding means the maximum payment amount authorized by the OHEP for reduction of arrearages or rates charged to such Households.

A. **DEPARTMENT** means the Maryland Department of Human Services, an agency

within the State of Maryland.

B. **Eligible Household** means “low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services” as defined under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260.

C. **Federal Statute** means the American Rescue Plan Act of 2021 and the Consolidated Appropriations Act, 2021 (Public Law No: 116-260).

D. **Local Office(s)** means the local Department of Social Services managing the customer application process and authorizing assistance funding in each jurisdiction.

E. **Low Income Household Water Assistance Program (“LIHWAP”)** means benefit assistance program that is being federally funded and distributed through the Consolidated Appropriations Act of 2021 and American Rescue Plan. This benefit will supply eligible households with rate reduction or arrearage assistance funding with their home water and/or wastewater bills.

F. **Network** means any secure computer system hosted by the Department.

G. **Office of Home Energy Program (“OHEP”)** means the unit within the Department responsible for implementing the Low Income Household Water Assistance Program.

H. **Program year** means the State of Maryland’s fiscal year.

I. **UTILITY** means owners or operators of public water systems or treatment works

J. **Water Delivery Statement (“WDS”)** means a list of program eligible households containing necessary customer and benefit information and serves as the authorization to deliver.

II. PAYMENT PROCESS

During the term of this Agreement, the DEPARTMENT will make assistance funding payments to the UTILITY for water and or/wastewater billed to eligible households as set forth on the WDS. The UTILITY shall reduce the amount of water and/or wastewater charged to the household by the payment made by the DEPARTMENT.

At least once per month, the DEPARTMENT will provide the UTILITY a WDS that shows the dollar value of each eligible household’s assistance funding. The WDS represents the DEPARTMENT’s authorization to deliver water and/or wastewater services with a value up to the full amount of the eligible household’s assistance funding. The Comptroller of Maryland will issue checks to the Utility for each payment of assistance funding made by the Utility on an eligible household's account; the checks may contain reimbursement for multiple payments made on the same eligible household's account and/or multiple household’s accounts. The Comptroller will not issue checks containing reimbursement for assistance funding payments made on multiple eligible household accounts.

III. NO DIRECT PAYMENT OF GRANT TO HOUSEHOLDS

The UTILITY is prohibited from making direct cash payments of assistance funding to any eligible household. Direct payments of assistance funding by UTILITY to any eligible household are contrary to this Agreement.

IV. PRICE

An eligible household's receipt of assistance funding shall not affect the price charged to the household by the UTILITY.

V. AVAILABILITY OF FUNDS

Payments of all assistance funding are contingent upon the DEPARTMENT receiving funds to pay for the cost of water and/or wastewater assistance from the United States Department of Health and Human Services and the State of Maryland and as disbursed by the State of Maryland. In the event the DEPARTMENT receives such funds in an insufficient amount to satisfy its total obligations for the projected number of eligible households, the DEPARTMENT shall have the sole discretion as to the disbursement of funds according to the provisions of the American Rescue Plan Act of 2021 and the Consolidated Appropriations Act, 2021 (Public Law No: 116-260) and any other applicable laws.

VI. NOTIFICATION OF BENEFIT TO ELIGIBLE HOUSEHOLD

The DEPARTMENT will provide a notice of assistance funding to the eligible household identifying the dollar amount of assistance paid on the household's behalf, the type of water and/or wastewater services to be delivered and the name of the participating UTILITY chosen by the household at the time of application.

VII. TIMELY DELIVERY AFTER WDS AND BILLING PROCESS

After receiving notification by a WDS that assistance funding will be sufficient in amount to continue or restore water and/or wastewater services, the UTILITY shall provide or continue to provide water and/or wastewater services, except in the case of an eligible household's request that deliveries be delayed. In cases where an eligible household's service is disconnected at the time of WDS delivery, the service shall be restored within 24 hours of the UTILITY's receipt of the WDS.

VIII. DATA EXCHANGE

The DEPARTMENT will provide the eligible household data to the UTILITY by means of the WDS sent through the DEPARTMENT'S File Transfer Protocol (FTP) server or

other electronic means established by the DEPARTMENT.

THE UTILITY will provide to the LOCAL OFFICE individual bill information necessary for the processing of water and/or wastewater service assistance applications within three (3) business days of a request.

IX. TECHNOLOGY COST

The UTILITY is responsible for the cost to provide, install, and maintain all mutually agreeable necessary computer hardware, software, and communications technologies that are needed in its business operations with the DEPARTMENT.

X. NON-DISCRIMINATION IN PROGRAM

The UTILITY shall not discriminate against any eligible household covered by this Agreement in its terms and conditions of sale, credit, delivery or price, including service charges, reconnection charges and payment plan arrangements, or in any other services provided, except as permitted by law or regulation. No household receiving assistance pursuant to this Agreement shall be treated adversely from any other household because of such assistance.

XI. RETURN OF BENEFIT FUNDS TO THE DEPARTMENT

When a LIHWAP assistance funding customer has died, moved from the UTILITY's service area, or is otherwise unavailable to receive the assistance funding, and there are no other eligible household members, the UTILITY's obligation to the household under the Agreement ends. Any undelivered funding assistance balance that cannot be applied to a household account shall be returned to the LOCAL OFFICE within 60 days from the date the payment is received or the date the account is no longer eligible for assistance funds, whichever date is later, along with a report of applicant refunds.

When returning assistance funds to the LOCAL OFFICE, the UTILITY must provide the following information to the LOCAL OFFICE: account holder name, account number, service delivery address, program year of refunded benefit, original assistance funding amount, dollar amount returned and the reason for the return of assistance funds.

XII. TERMINATION OF SERVICE

The UTILITY agrees that in the event it terminates service to an eligible household which has received assistance funding for home water and/or wastewater service under this Agreement, it will do so in accordance with all applicable regulations governing termination. Assistance funding not credited to the account is to be returned to the LOCAL OFFICE.

XIII. FISCAL RECORDS AND AUDIT REVIEW

The UTILITY shall establish such fiscal control and fund accounting procedures as is necessary to assure the proper invoicing, disbursement of and accounting for assistance funds paid under this Agreement. The UTILITY shall maintain an accounting system and supporting fiscal records adequate to allow the DEPARTMENT to verify the amount of home water and/or wastewater service delivered to eligible households covered by this Agreement and the amount of the assistance funding payments made for home water and/or wastewater service on behalf of eligible households. The UTILITY's records, for the period of this Agreement, shall be maintained for three years after the program year or upon conclusion of any internal and external audits, whichever is later, and shall be made available for inspection and copying by DEPARTMENT representatives upon reasonable notice to the UTILITY. Upon request from the DEPARTMENT, the UTILITY agrees to submit to the DEPARTMENT information related to units delivered, dates of delivery, and costs per unit of home water and/or wastewater service.

The UTILITY recognizes that legislative regulations may require an independent accounting firm to audit the grant transactions. The UTILITY shall cooperate with the auditors performing the review.

The UTILITY shall cooperate with any reasonable requests for information relating to the performance of this Agreement

XIV. FEDERAL AND STATE COMPLIANCE

The UTILITY shall comply with all applicable federal, state, and local government regulations, statutes, standards, licensing and permit laws and ordinances, and such other requirements as are necessary for the lawful provision of the services required for the UTILITY under the terms of this Agreement

XV. CONFIDENTIALITY OF INFORMATION

The DEPARTMENT and the UTILITY agree to expressly abide by all applicable Federal, State and local laws and regulations regarding confidential information. The use or disclosure by any PARTY of any information concerning a recipient of these services or assistance funding for any purpose inconsistent with the responsibilities and/or official duties of the DEPARTMENT or UTILITY under this Agreement or applicable provision of law is prohibited, except on written consent of the other PARTY and the recipient, or, if he or she be under a disability, the responsible parent, guardian or legal representative of the recipient. In addition, in carrying out their respective responsibilities, each PARTY shall respect and abide by the confidentiality policies and legal requirements of the other PARTY and enter into data sharing agreements as appropriate, to protect the

confidentiality and security of shared data and to comply with governing law. Each PARTY to the Agreement must ensure that the collection and use of any information, systems, or records that contain personally identifiable information will be limited to purposes that support the programs and activities described in this Agreement.

XVI. NON-DISCRIMINATION

The UTILITY will not, on the grounds of race, color, national origin, disability, age, sex (gender), religion, physical or mental disability, exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination under, the benefit program funded under this Agreement.

XVII. NON-HIRING OF EMPLOYEES

No employee of the State of Maryland, or any department, commission, agency, or branch thereof, whose duties as such employee include matters related to or affecting the subject matter of this Agreement shall, while in such employment, become or be an employee of the UTILITY.

XVIII. AMENDMENTS AND MODIFICATIONS

This Agreement may be amended to the extent that the DEPARTMENT and UTILITY mutually agree in writing. Except for the specific provision(s) thereby amended, the Agreement shall remain in full force and effect after such amendment subject to the same laws, obligation, conditions, rules, provisions, and regulations as it was prior to said amendment.

XIX. MARYLAND LAWS

The laws of the State of Maryland shall govern the terms and enforcement of this Agreement.

XX. TERM OF AGREEMENT

(a) This Agreement is effective as per the date first written above and shall remain in effect for a period of five (5) years. The PARTIES, however, may mutually agree in writing to an earlier termination.

(b) Termination for Default. If either of the PARTIES fails to fulfill its obligations under this Agreement properly and on time, or otherwise violates any provision of this Agreement, the other PARTY may terminate the Agreement. Prior to termination this Agreement, the terminating PARTY shall give the defaulting PARTY thirty (30) days prior written notice of such default and if the defaulting PARTY has not cured such default within the thirty (30) day period, the terminating PARTY may, by written notice, within five (5) days after expiration of this period,

terminate the Agreement. The thirty (30) day default notice shall specify the act or omissions relied on as cause for termination. The defaulting PARTY shall remain liable after termination for any damages caused by the defaulting PARTY's breach.

(c) The rights of eligible households which have received water and/or wastewater service under this Agreement shall not be prejudiced in the event of early termination of this Agreement, provided however that, upon termination of this Agreement, the UTILITY shall have no obligation to make any further benefits available to any otherwise eligible households.

XXI. INDEMNIFICATION AND CLAIMS

(a) The UTILITY shall indemnify the DEPARTMENT against liability for any suits, actions, or claims of any character arising from or relating to the negligent performance of the UTILITY under this Agreement.

(b) The DEPARTMENT has no obligation to provide legal counsel or defense to the UTILITY if a suit, claim or action of any character is brought by any person not a party to this Agreement.

(c) The DEPARTMENT has no obligation for the payment of any judgments or the settlement or any claims against the UTILITY as a result of or relating to the UTILITY's obligations under this Agreement.

(d) The UTILITY shall immediately notify the Department of any claim or suit made or filed against the UTILITY regarding any matter resulting from or relating to the UTILITY's obligations under this Agreement, and will cooperate, assist and consult with the DEPARTMENT in the defense or investigation of any claim, suit or action made or filed against the DEPARTMENT as a result of or relating to the UTILITY's performance under this Agreement.

XXII. SEVERABILITY

If any part of this Agreement is found to be null and void or is otherwise stricken, the rest of the Agreement shall remain in force.

XXIII. MISCELLANEOUS TERMS AND CONDITIONS

The UTILITY shall submit a Water and/or Wastewater Supplier Data Form to the DEPARTMENT with the signed Agreement. Periodically, as requested by the DEPARTMENT, an updated Water and/or Wastewater Supplier Data Form may be requested.

The UTILITY shall notify the DEPARTMENT within thirty (30) days of any change in

address or business operation which affects the payment of grants to the UTILITY.

The UTILITY shall notify the DEPARTMENT of mergers and/or acquisitions as these may affect the UTILITY'S policies and service areas.

The rights and obligations of the UTILITY under this Agreement may not be assigned or delegated, by operation of law or otherwise, without prior written consent of notification to the DEPARTMENT.

The DEPARTMENT will notify the UTILITY where Agreements are not renewed for failure to supply requested information or where monitoring reviews reveal lack of compliance with Agreement requirements.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement on the date(s) written below.

ATTEST:

FOR THE UTILITY:

Signature of Witness

Raymond M. Morriss

Print Name of Utility Representative

(Signature)

Mayor

Title

Date Signed

ATTEST:

FOR THE DEPARTMENT:

Signature of Witness

LA SHERRA AYALA
Executive Director
Family Investment Administration
Department of Human Services

Date Signed

APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE
ATTORNEY GENERAL

ATTACHMENT C - CONTRACT AFFIDAVIT

Solicitation Number:

A. AUTHORITY

I HEREBY AFFIRM THAT:

I I hereby affirm that I, (name of affiant) am the (title) and duly authorized representative of (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.
- Government

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number:

Address:

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number:

Address:

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;

- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
- (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (iii) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (i) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
- (j) Take appropriate personnel action against an employee, up to and including termination; or
- (k) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (l) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

contained in that certain Bid/Proposal Affidavit dated , 20 , and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: **Raymond M. Morriss, Mayor**
(Printed Name of Authorized Representative and Affiant)

(Signature of Authorized Representative and Affiant)

File Attachments for Item:

. **Order 26,955** - declaring City-owned properties at 107 S. Allegany Street, 109 S. Allegany Street, and 802 Maryland Avenue to be surplus and authorizing them for sale

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

ORDER NO. 26,955

DATE: February 1, 2022

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain parcels of property identified below; and

WHEREAS, the Mayor and City Council have determined that these properties are no longer needed for any public use and will be offered for sale to the general public;

IT IS, THEREFORE, ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT:

1. The following property is hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland:

- | | | |
|-----|------------------------|--|
| 1.) | 107 S. Allegany Street | Tax ID No. 06-038565
Deed reference: Book 2736 / Page 461 |
| 2.) | 109 S. Allegany Street | Tax ID No. 06-038573
Deed reference: Book 2736/Page 461 |
| 3.) | 802 Maryland Avenue | Tax ID No. 04-025393
Deed reference: Book 2736/Page 456 |

2. After the passage of twenty (20) days from the date of this Order, the Mayor and City Council may pass an Ordinance authorizing the execution of a deed effecting the conveyance of the properties to the purchaser, and the City may proceed with the transfer of the properties in accordance with the terms of said Ordinance.

Raymond M. Morriss, Mayor

Real Property Data Search

Search Result for ALLEGANY COUNTY

[View Map](#) [View GroundRent Redemption](#) [View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 06 Account Number - 038565
Owner Information

Owner Name: MAYOR AND CITY COUNCIL OF CUMBERLAND **Use:** EXEMPT
Mailing Address: 57 N LIBERTY STREET **Principal Residence:** NO
 CUMBERLAND MD 21502- **Deed Reference:** /02736/ 00461

Location & Structure Information

Premises Address: 107 S ALLEGANY ST **Legal Description:** 107 S ALLEGANY ST
 CUMBERLAND 21502-0000 PT LOT 177 18X140
 19

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0106	0016	0695	6030002.01	0000				2021	Plat Ref:

Town: CUMBERLAND

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1910	1,216 SF		2,600 SF	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
2	YES	END UNIT	BRICK/	4	1 full		

Value Information

	Base Value	Value As of 01/01/2021	Phase-in Assessments As of 07/01/2021	As of 07/01/2022
Land:	6,000	6,000		
Improvements	28,900	28,700		
Total:	34,900	34,700	34,700	34,700
Preferential Land:	0	0		

Transfer Information

Seller: KENNEY TIMOTHY L-LISA L	Date: 12/22/2021	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /02736/ 00461	Deed2:
Seller: HOUSING URBAN DEVELOPMENT, SEC OF	Date: 11/24/2003	Price: \$28,775
Type: NON-ARMS LENGTH OTHER	Deed1: /00723/ 00843	Deed2:
Seller: CHERRY, STANLEY-FITZWATER, MIRANDA	Date: 08/05/2003	Price: \$78,990
Type: NON-ARMS LENGTH OTHER	Deed1: /00719/ 00754	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2021	07/01/2022
County:	500	0.00	34,700.00
State:	500	0.00	34,700.00
Municipal:	500	0.00 34,700.00	0.00 34,700.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application **Date:**

Real Property Data Search

Search Result for ALLEGANY COUNTY

[View Map](#) [View GroundRent Redemption](#) [View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 06 Account Number - 038573
 Owner Information

Owner Name: MAYOR AND CITY COUNCIL OF CUMBERLAND **Use:** EXEMPT
Principal Residence: NO
Mailing Address: 57 N LIBERTY STREET **Deed Reference:** /02736/ 00461
 CUMBERLAND MD 21502-

Location & Structure Information

Premises Address: 109 S ALLEGANY ST **Legal Description:** 109 S ALLEGANY ST
 CUMBERLAND 21502-0000 PT LT 177 20X140
 19

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0106	0016	0696	6030002.01	0000				2021	Plat Ref:

Town: CUMBERLAND

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1910	1,216 SF		2,719 SF	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
2	YES	END UNIT	BRICK/	4	1 full		

Value Information

	Base Value	Value As of 01/01/2021	Phase-in Assessments As of 07/01/2021	As of 07/01/2022
Land:	6,000	6,000		
Improvements	28,100	28,000		
Total:	34,100	34,000	34,000	34,000
Preferential Land:	0	0		

Transfer Information

Seller: KENNEY TIMOTHY L-LISA L	Date: 12/22/2021	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /02736/ 00461	Deed2:
Seller: HOUSING URBAN DEVELOPMENT, SEC OF	Date: 11/24/2003	Price: \$28,775
Type: NON-ARMS LENGTH OTHER	Deed1: /00723/ 00843	Deed2:
Seller: CHERRY, STANLEY-FITZWATER, MIRANDA	Date: 08/05/2003	Price: \$78,990
Type: NON-ARMS LENGTH OTHER	Deed1: /00719/ 00754	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2021	07/01/2022
County:	500	0.00	34,000.00
State:	500	0.00	34,000.00
Municipal:	500	0.00 34,000.00	0.00 34,000.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application **Date:**

Real Property Data Search

Search Result for ALLEGANY COUNTY

[View Map](#) [View GroundRent Redemption](#) [View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 04 Account Number - 025393

Owner Information

Owner Name: CUMBERLAND MAYOR AND CITY COUNCIL **Use:** EXEMPT
Principal Residence: NO
Mailing Address: 57 N LIBERTY STREET **Deed Reference:** /02736/ 00456
 CUMBERLAND MD 21502-

Location & Structure Information

Premises Address: 802 MARYLAND AVE **Legal Description:** 802 MARYLAND AVE
 CUMBERLAND 21502-0000 GROSS & TANZER 23X100
 ADDN

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0109	0017	2467	6050001.01	0000				2021	Plat Ref:

Town: CUMBERLAND

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1915	1,284 SF		2,300 SF	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
2	YES	STANDARD UNIT	BRICK/	2	1 full		

Value Information

	Base Value	Phase-in Assessments		
		Value As of 01/01/2021	As of 07/01/2021	As of 07/01/2022
Land:	2,000	2,000		
Improvements	18,200	19,600		
Total:	20,200	21,600	20,667	21,133
Preferential Land:	0	0		

Transfer Information

Seller: KNOCHE DAVID A-DOUGLAS A	Date: 12/22/2021	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /02736/ 00456	Deed2:
Seller: KNOCHE, MARY	Date: 08/13/1991	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /00596/ 00397	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2021	07/01/2022
County:	500	0.00	21,133.00
State:	500	0.00	21,133.00
Municipal:	500	0.00 21,133.00	0.00 21,133.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application **Date:**