



Mayor and City Council of Cumberland

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

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

AGENDA

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

DATE: October 06, 2020

CLOSED SESSION

5:45 PM - Convene in open session for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (9) of the Annotated Code of Maryland to discuss negotiations issues pertaining to the AFSCME collective bargaining agreement.

To view the open portion of this meeting live, go to the City's website at www.ci.cumberland.md.us and access the public meetings link under the Government tab or go to Facebook and access the page Cumberland City Hall Livestream.

OPEN SESSION

6:15 PM - Reconvene in Open Session

To view the meeting live, go to the City's website at www.ci.cumberland.md.us and access the public meetings link under the Government tab or go to Facebook and access the page Cumberland City Hall Livestream.

To provide public comment during this video conference, go to <https://zoom.us> and enter the following:

Use Meeting ID (872 6849 4894) Password (800566)

To join by phone dial: (+1 301 715 8592); Meeting ID (872 6849 4894) Password (800566)

Citizens wishing to speak will be placed in a waiting room and will be called upon at the appropriate time.

Written public comment may also be made by emailing the City Clerk at margie.woording@cumberlandmd.gov. All electronic comments must be submitted by 2 PM on October 6, 2020. Comments received will be acknowledged during the public comment portions of the meeting.

Roll Call

Statement of Closed Meeting

1. Summary Statements of closed meetings held September 22 and October 6, 2020

Proclamations

1. Proclaiming October 15, 2020 in the City of Cumberland as "White Cane Awareness Day"

Director's Reports

(A) Engineering

[Engineering](#) Division monthly report for August, 2020

(B) Police

[Police](#) Department monthly reports for June and July, 2020

Approval of Minutes

1. Approval of the Work Session and Regular Session Minutes of August 4 and August 18, 2020, and the Regular Session Minutes of September 1, 2020

New Business

(A) Resolutions

[Resolution](#) No. **R2020-05** - approving the application and receipt of financing for six 2020 Community Legacy Projects, developed by the Cumberland Sustainable Communities work group, in the total amount of \$863,514

[Resolution](#) No. **R2020-06** - approving the application and receipt of financing for a 2020 Strategic Demolition project, "Cumberland Main Street Sprinkler Tap Installation Project - Phase I", identified by the Cumberland Sustainable Communities work group, in the amount of \$450K

(B) Ordinances

[Ordinance](#) **3876** (*1st reading*) - to repeal and reenact Section 24-49 of the Code pertaining to service pipes supplying two or more premises with water, for the purpose of clarifying its terms

(C) Orders (Consent Agenda)

[Order](#) **26,716** - authorizing the Chief of Police to accept an MHSO FY21 Maryland Highway Safety Office Traffic Safety Grant in the amount of \$3,000.00 for police overtime support concentrating on DUI enforcement and occupant protection for the project period 10/1/20 through 9/30/21

[Order](#) **26,717** - authorizing the Sole Source purchase of Engineering Programming and three (3) Ammonium Analyzers for the John D. DiFonzo Water Reclamation Facility's Bio-Reactors from Aerzen USA Corporation in the amount not to exceed \$30,187.00

Order 26,718 - authorizing execution of a contract with Cumberland Housing Alliance, Inc. (CHA), regarding the use of \$149,000 in MD Community Parks and Playground grant funding for upgrades to the playground located at 635 East First Street and owned by CHA

Order 26,719 - appointing individuals to vacant or expired seats on the Downtown Development Commission, Administrative Appeals Board, and Historic Preservation Commission

Order 26,720 - authorizing the Mayor to sign a letter of support for the City's application to the MD Heritage Areas Emergency Capital Fund for critically needed work at the George Washington's Headquarters Cabin

Order 26,721 - authorizing execution of an Easement Agreement with Cumberland Manor Associates LP whereby Cumberland Manor grants a permanent easement to the City for the purpose of laying, constructing, replacing, etc., the water line running through Cumberland Manor's property

Order 26,722 - declaring a 2005 Caterpillar 924G Loader to be surplus and authorizing it for trade-in

Order 26,723 - authorizing execution of an Amendment to Collective Bargaining Agreement with the UFCW Local 1994, pertaining to the current agreement effective July 1, 2018 - June 30, 2021, to provide for an amended pay schedule to be effective retroactive to July 1, 2020, and to provide for a one-time \$1,000 stipend payable for the year commencing July 1, 2020

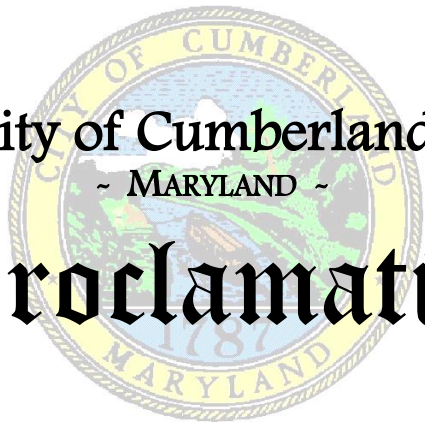
Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

Proclaiming October 15, 2020 in the City of Cumberland as "White Cane Awareness Day"



City of Cumberland
~ MARYLAND ~

Proclamation

- WHEREAS,** *the white cane, which every blind citizen of our state has the right to carry, demonstrates and symbolizes the ability to achieve a full and independent life and the capacity to work productively in competitive employment; and*
- WHEREAS,** *the white cane, by allowing every blind person to move freely and safely from place to place, makes it possible for the blind to fully participate in and contribute to our society and to live the lives they want; and*
- WHEREAS,** *every citizen should be aware that the law requires that motorists and cyclists exercise appropriate caution when approaching a blind person carrying a white cane; and*
- WHEREAS,** *Maryland state law also calls upon employers, both public and private, to be aware of and utilize the employment skills of our blind citizens by recognizing their worth as individuals and their productive capacities.*

Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim October 15, 2020 to be

“White Cane Awareness Day”

in the City of Cumberland, and do call upon our schools, colleges, and universities to offer full opportunities for training to blind persons; upon employers and the public to utilize the available skills of competent blind persons and to open new opportunities for the blind in our rapidly changing society; and upon all citizens to recognize the white cane as a tool of independence for blind pedestrians on our streets and highways.

Given under our Hands and Seals this 6th Day of October, in the Year 2020,
with the Corporate Seal of the City of Cumberland hereto attached,
duly Attested by the City Clerk.

ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring
City Clerk

Raymond M. Morriss
Mayor

File Attachments for Item:

Engineering Division monthly report for August, 2020

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						August 31, 2020	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2008	05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	UPDATE - WRA held kickoff meeting for design work on 8/20. WRA is working on design, while John DiFonzo is assisting with CSX approval process.	MDI	9/22/2020
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Construction	UPDATE The contractor has mobilized equipment to renovate the Bowers Field and is working on final completion items	RLS	9/21/2020
2013	1-13-FPM	Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	UPDATE - Developing procurement package with help from D Grimm. Procurement package due for bid by 12/1/20. Currently working on Dam Safety Permit; once obtained, project will be ready for bid.	MDI	9/22/2020
2014	04-14-WWTP	Sludge Screening Study/Design	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to revive rags in the future.	Design	NO CHANGE Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being.	RLS	4/2/2018
2014	13-14-M	Mechanic Street Access Road Improvement Project	Repaving and ADA ramp improvements to the section Mechanic Street from I-68 to Bedford Street. Includes improvements to the block of Bedford Street from N. Centre to N. Mechanic Street and Baltimore Street to the Bridge.	Construction	UPDATE - Project is complete. Waiting for checks from final invoices to clear, so that the final reimbursement to SHA can be submitted.	JRD	9/22/2020
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	NO CHANGE - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	RLS	6/1/2017
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	NO CHANGE -This project has been turned over to Canal Place. Engineering Services for Design were received. Recommendation from the committee was to award to CEC.	RLS	8/9/2019
2015	18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Planning	UPDATE Project continues. Health Department Lab is back up to full hours and coverage, so we are taking regular scheduled stream samples for analysis at this time. Rainy days are the target for sampling at this time.	RJK	9/21/2020
2015	19-15-M	WWTP & Collection System Asset Management Plan	Development of an Asset Management Plan	Planning	NO CHANGE Asset Management Program/Capital Improvement implementation. Working on Survey 123 and Collector with Sewer & Water Staff. Work is ongoing.	RJK	9/21/2020
2015	23-15-M	Flood Insurance Rate Map (FIRM) Modernization and Implementation	Update FIRMs and the Floodplain Ordinance, and conduct an outreach to the community to apprise landowners of the impact of those changes.	Planning	NO CHANGE - The Letter of Final Determination date is now October, 2018, with a projected effective date of April, 2019.	PJD	1/3/2019

**City of Cumberland, Maryland
Engineering Division - Monthly Report**

Capital Projects						August 31, 2020	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2016	12-16-M	Baltimore Street Access Improvement - Final Design	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	Design	UPDATED - EADS continues working on the design, and are coordinateing with Cochrane Studios, City of Cumberland and CEDC. The 90% review documents were submitted to SHA.	JRD	8/5/2020
2016	17-16-M	Stage Renovations at Liberty Street Stage	Replace wood stage with Concrete	Design	NO CHANGE - This project would be unnecessary if the Baltimore Street Access project is executed. The project will remain on this list until the Baltimore Street project moves to construction.	RLS	5/15/2019
2016	18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Planning	NO CHANGE - This project is expected to move forward in FY21 with State Aid Funds.	RLS	1/28/2020
2016	19-16-S	78" Parallel Pipeline from Mill Race to CSO	78" Pipeline to CSO tank in accordance with Consent Decree	Design	NO CHANGE - Design work continues, as City staff works on property acquisition. The USACE and NPS have authorized permits for additional field work to continue.	RLS	5/31/2020
2017	2-17-FPM	Flood Control Encroachment removal Project	The City as the Local Sponsor of the Flood Control Project is expected to maintain the easements along the Flood Control Project, however the area along Wills Creek and other areas were never given any comments until the Corps of Engineers standards changed. Completion of this project is necessary to allow the City to get a Satisfactory rating on its annual Flood Control Inspections.	Planning	NO CHANGE - This project has been delayed because of other work, but must be done. A tree removal project has been bid out and a contractor selected to do the work of removing trees in the encroachment area.	RLS	7/11/2018
2017	3-17-M	Route 51 Bridge 12" Waterline Replacement	Replace water line on bridge as part of SHA Bridge Deck Project	Construction	NO CHANGE - The contract for the bridge replacement has been awarded but the water line is not expected to be replaced until FY21 due to construction phasing.	RLS	5/15/2019
2017	18-17-M	Maryland Avenue Development	This is not an Engineering Project, but included here to cover future department work with the development.	Design	NO CHANGE - The department is supporting Cumberland Gateway LLC with historical records and will review stormwater design in the future.	RLS	5/15/2019
2017	29-17-UTIL	VOID See 19-15-M	VOID				
2017	30-17-WWTP	40 CFR 441 Compliance - Dental Dischargers	Collection of 1-time compliance reports from dental offices that remove amalgam.	Planning	UPDATE Twenty five (28) dental offices have returned their 1-time compliance report to date. Dental offices had until July 14, 2020 to comply with this new Federal regulation. EPA meeting to be held Sept 24. This should explain next steps/future compliance requirements.	RJK	9/21/2020
2017	31-17-W	Decatur Street 24" Crosstown Water Main Replacement	Prior to designing the water main replacement a more detailed Water Model analysis of the City's system will be done to make sure the issues are being properly addressed. Design will follow.	Design	UPDATE The project has a contingent award for ARC funds and a recent award of additional MDE SRF loan funds to completely fund the project. Engineering is working to finalize the contract documents in light of the new ARC funds.	RLS	9/21/2020
2018	08-18-BR	Cumberland Street Bridge Replacement	This project will replace the bridge structure.	Design	NO CHANGE - EBA continues to work on the preliminary engineering on this project, with on site activities ramping up. Work will continue throughout FY20/21	RLS	10/9/2019
2018	09-18-BR	Baltimore Street Bridge Replacement	This project will replace the bridge structure.	Design	NO CHANGE - Project has been approved to begin Final Engineering. Expecting the project to be bid in March 2021.	RLS	4/29/2020

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						August 31, 2020	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2018	19-18-M	ADA Improvements at 218 Washington Street	Construct an ADA complinat parking space in the 200 block of Washington Street, and reset the brick sidewalk adjacent to parking area.	Construction Bidding	UPDATE - Harbel started constuction in August, and the it is anticipated the project will be completed by the end of September.	JRD	9/22/2020
2018	22-18-M	Solid Waste and Recycling Collection	Contract documents for the FY20 garbage and recycling collection bid process	Planning	UPDATE New schedule in effect! Burgmeier's sent out annual recycling info flyer to all City residents in Aug/September. Generating calls and new recyclers.	RJK	9/21/2020
2018	23-18-WWTP	FY 2019 MDE Energy Grant Optimization of the Aeration System at the WRF	Application through MDE for energy grants for WWTP or WFPs	Construction	UPDATE Project is complete. As-builts were developed by GD&F on 8/6/20. Still need to send all pay apps to WQFA for final reimbursement.	MDI	8/7/2020
2018	25-18-BR	SHA Project: Replacement of MD 51 Bridge Deck	Replace the water line under the industrial blvd bridge under a MDOT bridge rehabilitation project	Construction	Refer to project 3-17-W	RLS	10/11/2018
2018	26-18-M	Ridgeley Levee System Certification					
2018	29-18-W	Smouses Mill Pumping Station Upgrades	Replace existing pumps and VFD's, install a back-up generator, remove hydro-pneumatic tanks	Construction	NO CHANGE - All upgrades are complete and system is operational. Final invoice submitted/approved on 6/23. Sub-contractors are still working on flow meter communication issue (does not have affect on functionality of pumping station).	MDI	6/25/2020
2018	30-18-SWM	WMHS Crisis Resource Center	Project involving SWM review Replaces an existing building with a new facility.	Design	NO CHANGE - Pre-construction meeting was held on 9/23. Belt has demoeed existing structure and will be working on this project for next 6 months. City only assisting with SWM.	MDI	11/4/2019
2018	31-18-WFP	Pine Ridge Water & PUC Rate Issues	Project involves determining a path forward regarding the supplying of PA residents with water	N/A	NO CHANGE - City staff continues to work through issues with PA regulators about water issues	RLS	1/28/2020
2018	32-18-FPM	Rehabilitation Assistance for Flood Damages to Flood Risk Management Projects	Request USACE to make repairs or provide funding to address flood control issues	Planning	NO CHANGE - The USACE has denied financial support due to the flood control being in an unacceptable condition. The City is looking to enter the SWIF program to receive aid to get financial support for construction.	RLS	10/12/2018
2018	33-18-RE	Constitution Park Marble Courts	Installation of marble courts, adjoining pavilion, and upgrades to nearby comfort station in Constitution Park	Construction	UPDATE - The project is substantially complete, and the contractor and sub-contractors are completing work on the "Punch List".	JRD	9/22/2020
2018	37-18-SWM	Columbia Gas Line - Walnut Street					
2018	43-18-BR	Fayette Street Bridge Replacement	This project will replace the bridge structure.	Planning	NO CHANGE - The bridge has been opened for one lane of traffic. The bridge will be replaced in the future.	RLS	2/26/2020
2018	44-18-BR	Washington Street Bridge Replacement	This project will replace the bridge structure.	Planning	NO CHANGE - Studies have been returned and subject to CSX negotiations.	RLS	8/5/2019
2019	5-19-M	Virginia Ave Lot Demolition	Remove two structures and retaining walls at 6, 8 and 10 Virginia Ave.	Construction Bidding	NO CHANGE - The grading plan has been approved by ASCD and the project has been turned over to Code Enforcement for demolition	RLS	8/5/2019
2019	7-19-WFP	Filter Building Pilot Study	Perform a study to evaluate the potential to replace current filter building with a new membrane/GAC building in the future. The City is required to perform a pilot study to validate the technology we are proposing to use.	Study	UPDATE - The pilot study is underway and will occur over the next 4 months.	RLS	9/21/2020

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						August 31, 2020	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2019	8-19-WFP	New Inlet Screens for Gate House		Construction	UPDATE - Maverick Construction is in procurement phase of project. They have submitted most of material submittals for review. Scheduled to mobilize on 10/19/2020. On-site work will take approximately 2 months.	MDI	9/22/2020
2019	10-19-M	Residential Grass Mowing	Contract for mowing the residential properties within the City Limits which include blighted properties and recent demos.	Construction	NO CHANGE - Contract underway	DTG	9/21/2020
2019	11-19-M	Non Residential Grass Mowing	Contract for mowing the Commercial and Public Owned Properties within the City Limits. To include water tanks, City Hall, Public Safety and several others.	Construction	NO CHANGE -Contract Underway	DTG	9/21/2020
2019	13-19-M	Center City Parking Garage Improvements	Various improvements to the Center City Parking Garage including ADA improvements, wayfinding and signage upgrades, and painting	Construction	NO CHANGE -Kiosks and Gate system are installed and functioning. New system will not be put into service until new cameras are installed. Artwork has been installed.	JAT	3/19/2020
2019	14-19-M	WWTP RMP Compliance Services	RMP Compliance for OSHA 29 CFR 1910	Planning	UPDATE RMP program updated to comply with OSHA 29 CFR 1910 for chlorine and sulfur dioxide storage on site. Annual RMP review took place August 12, 2020	RJK	9/21/2020
2019	26-19-FPM	Repointing Viaduct, Ridgeley and Mill Race Pump Stations	Project to repair mortar joints in the Flood Control Pump Stations	Construction Bidding	NO CHANGE - Construction is nearly complete except for work at the Ridgeley Pump Station. Work is expected to be completed in September	RLS	8/12/2020
2019	32-19-M	Brownfields Application 2019	Information Regarding Brownfields and potential projects within the city.	Study	UPDATE -Staff attended Brownfields Boot-Camp held by MDP 9/24	MEA	9/30/2019
2019	36-19-WWTP	Blower Building Switchgear Replacement	This project replaced the existing Blower Building Switchgear to reduce the 4160V down to 480V to improve the safety of the building and to adequately protect our equipment.	Design	UPDATE - Century Engineering completed bids and specs on 9/14/2020. Project was advertised for bid on 9/20/2020. Mandatory pre-bid meeting for prospective bidders will be on the 30th.	MDI	9/22/2020
2020	2-20-M	Frederick St Parking Garage Repairs	Repairing a spalled section of slab on grade in Frederick St parking garage, as well as looking into sealing all concrete driving surfaces	Planning	NO CHANGE - Researching proper repair systems for spalled concrete in parking garages. Working with Street Dept. to determine if city forces can make repairs.	MDI	1/24/2020
2020	5-20-M	Installation of Traffic Pole Intersection of Mechanic & Harrison Street	Repair traffic pole that was hit by tractor trailer on 12/31/19.	Construction	UPDATE - The traffic pole foundation has been replaced, awaiting the pole to be delivered. The traffic pole is a custom order so the pole will not ship until November.	RLS	9/21/2020
2020	6-20-S	Sanitary Sewer Lining Assessment	Performing a cost assessment on relining (CIPP) all sanitary sewer lines within city.	Planning	NO CHANGE - Based on list of "high risk" lines provided by sewer dept, have developed a preliminary cost estimate. Awaiting updated list from most recent cleaning and cameraing prior to moving forward with project.	MDI	3/30/2020
2020	9-20-M	Constitution Park Fill Disposal	Assessing potential clean fill dump sites for Public Works	Planning	UPDATE - Grading plan has been finalized and approved by Allegany SCD, as of 9/23/20. Next step will be to get erosion control devices in place and develop plan for clearing and grubbing of site.	MDI	9/23/2020
2020	10-20-M	2020 ECWC Watershed Timber Sale	This project will hold a timber sale at the EC watershed as part of our watershed management plan	Planning	NO CHANGE - The contract was awarded to Cessna Brothers and work will begin in a few months.	RLS	8/12/2020

**City of Cumberland, Maryland
Engineering Division - Monthly Report**

Capital Projects						August 31, 2020	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2020	11-20-WFP	Koon Dam Repairs	Concrete repairs to the dam structure (spillway and downstream face) per the annual dam inspection recommendations.	Planning	NO CHANGE - Project is budgeted for FY21. Currently developing bid specs and repair "map."	MDI	9/23/2020
2020	12-20-RE	Long Field Upgrades - Phase 1	Improvements to Long Field Concession and Restroom area. Upgrades include electrical improvements.	Planning	NO CHANGE - Received POS funding for upgrades to Long Field on 5/20. Received quote for electrical upgrades for S&S Electric on 6/9. Developed a list of other needed improvements with help from Dapper Dan rep. Awaiting SourceWell quote (Belt) for these upgrades.	MDI	9/23/2020
2020	13-20-WWTP	CSO Nine Minimum Controls Annual Review	A requirement of our LTCP and NPDES Report to look at these controls annually		NO CHANGE - The next NMC report due spring 2021.	RJK	9/21/2020
2020	14-20-M	Carver Building Repairs	Project to repair damage to the Carver Building				
2020	15-20-P	South Street Pavement Repairs	Paving the length of South Street while also making ADA and sidewalk improvements	Design	UPDATE - Progress continues on the installation of the new water main, and it is anticipated the Water Department will complete their work in November. Documents are being prepared for the installation of ADA Curb ramps, and it is anticipated that the trench patching and paving will be completed under SHA competitively bid contract prices.	JRD	9/22/2020
2020	16-20-M	Queen City Drive ADA Improvements	Project will include upgrading sidewalk for ADA compliance along Queen City Drive at corners of Bedford and Frederick Streets, below McMullen Bridge.	Design	UPDATE - Part of CDBG 5-year plan. Developing a set of bid specifications to put to bid around March 2021. Nearing completion of spec and plan development.	MDI	9/23/2020
2020	17-20-WWTP	CSO Long-Term Control Plan Projects/Schedule Review	Correspondences with MDE regarding the LTCP Projects and the Consent Decree end date: October 1, 2023.	N/A	UPDATE - Letter mailed to MDE as notification that the current CSO projects may be completed after the Oct 1, 2023 date. Call to update MDE on City projects and next steps took place Sept 1. Further meeting dates under consideration.	RJK	9/21/2020
2020	18-20-WWTP	Potomac Farms Dairy Prohibited Discharge Violation	The discharge is a violation of the City of Cumberland Code Article III, Sewers and Sewage Disposal, Division 4 General Discharge Regulations, section 24-171 Prohibited discharges generally (a)(8) and (b)(4)(b)&(c) and section 24-172 Excessive BOD, suspended solids.	Inspection	UPDATE - Enforcement letter and \$200 fine issued. Further action was to follow-up to confirm the valve/overflow alarm installation. Site visit confirming valve alarm took place Sept 4, 2020. Alarm tested during visit.	RJK	9/21/2020
2020	22-20-M	Fall Tree Removal Project	Project to remove various hazardous street trees throughout the City.	Construction	UPDATE - This project was advertised in September. Bid Opening will be 9/23/2020.	DTG	9/21/2020
2020	27-20-M	106 Luteman Sidewalk Repairs	Project to remove tree stump and replace damaged sidewalk and driveway on Luteman St.	Construction	UPDATE - Project was awarded to Shaffer Construction. Awaiting their schedule to begin repairs.	MDI	9/23/2020
2020	28-20-M	Fall Tree Pruning Project	Project to prune various hazardous street trees throughout the City.	Construction	UPDATE - This project was advertised in September. Bid Opening will be 9/30/2020.	DTG	9/21/2020

File Attachments for Item:

Police Department monthly reports for June and July, 2020



City of Cumberland Department of Police

Monthly Report

July 2020



City of Cumberland Department of Police

Monthly Report

July 2020

Part 1 Crimes for the Month

	2019		2020		2019		2020		2019		2020	
Aggravated Assaults	8	9	B & E (All)	24	17	Murder	0	0	Rape	1	0	
Robbery	7	3	Theft - Felony	5	3	Theft - Vehicle	4	0				

Selected Criminal Complaints for the Month

	2019		2020		2019		2020		2019		2020	
Theft - Misdemeanor	27	15	Theft - Petty	45	43	Domestic Assaults	31	32	CDS	70	49	
Disturbances	187	167	DOP/Vandalism	34	48	Indecent Exposure	6	5	Sex Off - Other	2	4	
Suicide	0	0	Suicide - Attmp.	1	0	Tampering M/V	0	0	Abuse - Child	3	1	
Trespassing	22	16	Assault on Police	6	1	Assault Other	42	42				

Selected Miscellenous Incidents for the Month

	2019		2020		2019		2020		2019		2020	
Alcohol Volations	9	9	Juvenile Compl.	18	26	Missing Persons	10	6	School Resource	0	0	
School Threat	0	0	Sex Off. Regist.	14	11	Truancy	0	0	Death Investigation	6	6	

Selected Traffic Incidents for the Month

	2019		2020		2019		2020		2019		2020	
DWI	11	15	Hit & Run	20	21	M/V Crash	55	56	Traffic Stop	347	271	

Selected Service Calls for the Month

	2019		2020		2019		2020		2019		2020	
Alarms	68	67	Assist Motorist	40	27	Check Well-Being	137	158	Foot Patrol	68	91	
Assist Other Agency	70	76	Bike Patrol	22	0	Special Events	11	3	Suspicious Activity	85	62	

Current Incident Status for the Month

	2019		2020		2019		2020		2019		2020	
Open	47	58	Arrest	311	240	Closed	1936	2165	Suspended	54	54	



City of Cumberland Department of Police

Monthly Report

July 2020

Arrests Totals for the Month

	2019		2020			2019		2020			2019		2020	
M/V Citations	60	43	M/V SERO	2	1	M/V Warnings	277	235	Arrest on View Adult	48	38			
Arrest On Crim. Cit.	20	20	Arrest Summons	46	37	Arrest Warrant Adult	71	39	Adult Crim.	198	137			
Arrest Summon (Chrg)	33	25	Arrest Warrant (Chrg)	23	11	Juvenile Crim.	14	15	Arrest on View Juv	11	15			
Arrest Warrant JUV	3	0	Emer. Petition	50	65	Fingerprinting	3	0	RunAway & Miss Per.	8	4			
Civil Citation	13	3												

Total Incidents Reported :
2019
2020
2,348
2,517

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

JULY 2020

SWORN PERSONNEL: 49 SWON OFFICERS

Administration	6 officers
Squad D1	7 officers
Squad N1	8 officers
Squad D2	9 officers
Squad N2	9 officers
C3I/C3IN	5 officers
School Resource	0 officers
Academy	5 recruits

CIVILIAN EMPLOYEES: 6 full time, 10 part time

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

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 1039
COMP TIME USED: 216.50
SICK TIME USED: 184

YEAR TO DATE (beginning 07/01/20): 1039
YEAR TO DATE (beginning 07/01/20): 216.50
YEAR TO DATE (beginning 07/01/20): 184

OVERTIME REPORT

OVERTIME WORKED: 263.75
HOSPITAL SECURITY: 168
COURT TIME WORKED: 57

YEAR TO DATE (beginning 07/01/20): 263.75
YEAR TO DATE (beginning 07/01/20): 168
YEAR TO DATE (beginning 07/01/20): 57



City of Cumberland Department of Police

Monthly Report

June 2020



City of Cumberland Department of Police

Monthly Report

June 2020

Part 1 Crimes for the Month

	2019		2020			2019		2020			2019		2020	
Aggravated Assaults	15	18	B & E (All)	18	26	Murder	0	0	Rape	1	2			
Robbery	6	5	Theft - Felony	0	1	Theft - Vehicle	5	3						

Selected Criminal Complaints for the Month

	2019		2020			2019		2020			2019		2020	
Theft - Misdemeanor	25	21	Theft - Petty	32	30	Domestic Assaults	32	31	CDS	46	67			
Disturbances	200	185	DOP/Vandalism	22	21	Indecent Exposure	4	6	Sex Off - Other	6	5			
Suicide	1	0	Suicide - Atmpt.	2	0	Tampering M/V	0	0	Abuse - Child	1	2			
Trespassing	21	9	Assault on Police	4	4	Assault Other	61	39						

Selected Miscellenous Incidents for the Month

	2019		2020			2019		2020			2019		2020	
Alcohol Volations	13	2	Juvenile Compl.	19	19	Missing Persons	13	6	School Resource	40	23			
School Threat	0	0	Sex Off. Regist.	16	7	Truancy	4	0	Death Investigation	6	5			

Selected Traffic Incidents for the Month

	2019		2020			2019		2020			2019		2020	
DWI	11	6	Hit & Run	15	22	M/V Crash	67	61	Traffic Stop	312	136			

Selected Service Calls for the Month

	2019		2020			2019		2020			2019		2020	
Alarms	45	49	Assist Motorist	26	18	Check Well-Being	125	123	Foot Patrol	65	49			
Assist Other Agency	68	69	Bike Patrol	19	13	Special Events	10	5	Suspicious Activity	59	75			

Current Incident Status for the Month

	2019		2020			2019		2020			2019		2020	
Open	62	42	Arrest	307	219	Closed	1833	1934	Suspended	51	79			



**City of Cumberland Department of Police
 Monthly Report
 June 2020**

Arrests Totals for the Month

	2019		2020			2019		2020			2019		2020	
M/V Citations	52	31	M/V SERO	3	0	M/V Warnings	250	102	Arrest on View Adult	44	45			
Arrest On Crim. Cit.	20	7	Arrest Summons	33	34	Arrest Warrant Adult	46	32	Adult Crim.	154	119			
Arrest Summon (Chrg)	19	25	Arrest Warrant (Chrg)	13	20	Juvenile Crim.	20	19	Arrest on View Juv	17	18			
Arrest Warrant JUV	2	1	Emer. Petition	59	67	Fingerprinting	1	2	RunAway & Miss Per.	11	4			
Civil Citation	12	1												

Total Incidents Reported :

	2019	2020
	2,253	2,274

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

JUNE 2020

SWORN PERSONNEL: 46 SWON OFFICERS

Administration	6 officers
Squad D1	7 officers
Squad N1	8 officers
Squad D2	9 officers
Squad N2	9 officers
C3I/C3IN	5 officers
School Resource	0 officers
Academy	2 recruits

CIVILIAN EMPLOYEES: 6 full time, 6 part time

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

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 981
COMP TIME USED: 430
SICK TIME USED: 231

YEAR TO DATE (beginning 07/01/19): 9749
YEAR TO DATE (beginning 07/01/19): 3145
YEAR TO DATE (beginning 07/01/19): 2071

OVERTIME REPORT

OVERTIME WORKED: 183.25
HOSPITAL SECURITY: 112
COURT TIME WORKED: 0

YEAR TO DATE (beginning 07/01/19): 2354.25
YEAR TO DATE (beginning 07/01/19): 1606
YEAR TO DATE (beginning 07/01/19): 2041

File Attachments for Item:

Approval of the Work Session and Regular Session Minutes of August 4 and August 18, 2020, and the Regular Session Minutes of September 1, 2020

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, August 4, 2020
5:30 p.m.

This meeting was held via Video-Conference

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk, Bobby Smith, City Engineer; EBA Engineering Consultants

I. CUMBERLAND STREET BRIDGE UPDATE

City Engineer Robert Smith provided a PowerPoint presentation regarding the Cumberland Street Bridge Replacement, and advised that the project is federally funded using the Federal Highway Program, with EBA Engineering being the selected consultant from the State Highway Administration (SHA). He stated that the project is in the 30% stage, and the reason for the Presentation this evening is to adhere to the National Environmental Protection Act requirements for public input at this stage. Mr. Smith then introduced Spencer Lee, PE, Project Manager for EBA Engineering, and Cara Johnson, PE, Structural Engineer, EBA Engineering.

Mr. Smith provided background on the Cumberland Street Bridge, which was built in 1929, and was closed on November 17, 2017 due to structural deficiencies. He provided photos of the deterioration, and stated that the bridge is in dire need of replacement. Mr. Smith stated that under this project they are proposing to reconstruction the bridge in a similar size and clearance, which will meet the SHA and vertical requirements of CSX of twenty-one feet, nine inches (21'9"). He added that there is plenty of latitude for whichever structural system is chosen, and stated that they are looking at two options to present to the SHA either this month or early September, after corrections are done to some of the drawings corrected. Mr. Smith reviewed the two options:

OPTION 1 – Single Span Steel Girder System

- Zero vertical members underneath the bridge, aside from abutments
- No need for interior supports
- Requires more steel because will be spanning a longer distance
- Repainting on a regular basis – 8-10 years
- Looking at using a weathering steel that resists corrosion, or galvanized steel

Mr. Smith provided views of the bridge superstructure and substructure, and explained specifications on the drawings of Option 1.

OPTION 2 – Three Span Concreted Grid System

- Two interior supports means thinner superstructure depth
- Requires more work at the track level to building the foundations
- Additional man-hours needed

Mr. Smith provided views of the cut section of the bridge, stating that this option has the same dimensions as Option 1, but has concrete beams instead of steel.

Mr. Smith advised on the sequence of construction, saying they expect to do the project in a single phase to take advantage of the fact that Cumberland Street is currently closed. He added that the completed bridge will look very similar to the Valley and Market Street Bridges, with lighting improvements and a chain link fence above the parapet wall.

II. QUESTIONS

Mayor Morriss inquired about sidewalks on the bridge, with Mr. Smith replying there would be sidewalks on both sides. He added that the bridge will still be two lanes, and will be owned by the City. In answer to a question about the life expectancy of the new bridge, Mr. Smith advised that with it being well maintained and properly drained, it could last 30-50 years. He added that there will be minimal costs at the early stages, with aging bringing more costs. Mr. Smith also wanted to remind Council that this project is replacing the entire bridge, not just the superstructure.

Council inquired if Engineering is leaning towards one of the options. Mr. Smith stated that it will come down to cost and advised on the differences between concrete and steel. He said that they will speak with the SHA and get their comments, but advised that he's leaning towards steel, unless estimates show concrete as the winner.

Mayor Morriss asked for a time frame for phases and when construction can begin. Mr. Smith advised that construction can begin in April of 2022 if all goes well. Once they get approval for final engineering, it will be a year to get the package out on the street. He added that they will submit contract documents to the SHA in October of next year, and the hope is to get the project done as soon as possible. He added further that once they get the bids they have to get concurrence of the award from the SHA.

Mr. Smith advised that the recording of this meeting will be posted and said the public is free to email him at robert.smith@cumberlandmd.gov and submit their comments by 2:00 p.m. on Friday, August 7, 2020. He stated that all comments will be considered and he will provide a response back. He added that he will pass the comments on to EBA and the SHA for consideration on this project.

II. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:55 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____



Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Public Meeting
Via Video Conference

DATE: August 04, 2020

I. OPEN SESSION – 6:15 PM

The public meeting will be held remotely as a videoconference. To provide public comment during this video conference, citizens must go to the following webpage on Zoom Meeting and sign into the meeting: <https://us02web.zoom.us/j/84254717004?pwd=elpPMzdjYnp0VDIxZjdqY1B1OHZsZz09> .

Use Meeting ID (842 5471 7004) Password (428097)

To join by phone dial: (+1 301 715 8592); Meeting ID (852 0858 1468) Password (470659)

Citizens wishing to speak will be placed in a waiting room and will be called upon at the appropriate time.

Written public comment may also be made by emailing the City Clerk at Margie.wooding@cumberlandmd.gov. All electronic comments must be submitted by 2 PM on July 21, 2020. Comments received will be acknowledged during the public comment portions of the meeting.

II. Roll Call

PRESENT:

Councilman Bernard
Councilman Cioni
Councilman Frazier
Councilwoman Marchini

Also Present: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie A. Woodring, City Clerk

III. Approval of Minutes

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

1. Approval of the Closed Session Minutes of June 9, 2020; the Closed Session and Public Meeting Minutes of June 16, 2020; and the Work Session and Public Meeting Minutes of July 7, 2020

IV. Unfinished Business

(A) Ordinances

Mr. Rhodes briefly introduced the Ordinance which pertains to changes in City Code regarding refuse collection and solid waste regulations, and Mr. Cohen explained that any garbage other than tree branches and recyclables will have to be bagged, with no loose waste in trash cans. He further advised that market-type bags could be used inside trash cans, but not be placed on the curb. Only commercially-produced plastic bags could be left on the curb outside of a container. Mr. Cohen also reviewed changes in what's allowed for plastic recycling.

1. **Ordinance 3874** (*2nd and 3rd readings*) - to repeal and reenact with amendments Section 21-4 (A) pertaining to the placement of refuse for collection, and Section 21-8 pertaining to the enforcement of solid waste regulations

SECOND READING: The Ordinance was presented in title only for its Second Reading. Motion to accept the Second Reading was made by Councilwoman Marchini, seconded by Councilman Cioni, and was passed on a vote of 5-0.

Mayor Morriss called for questions or comments. Council discussed paper recycling being put in a covered trashcan on top of garbage on rainy days, and whether or not it would be recognized as recyclable and not trash. Mayor Morriss said it could be hard for the Burgmeier's employee to distinguish, and it may be a 50/50 chance on it being recycled, but said they have been able to distinguish in the past with no problems. With there being no more comments or questions, 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.

V. New Business

(A) Resolutions

Resolution R2020-03 - supporting Governor Hogan's efforts to control and prevent the spread of COVID-19

The Resolution was presented in title only. Motion to approve the Resolution was made by Councilman Frazier, seconded by Councilman Bernard, and was passed on a vote of 5-0.

Mayor Morriss stated that in some ways, the City shouldn't have to do a resolution to enforce compliance with a law – that it would be unnecessary. But the Mayor explained that in extraordinary times like these it's important as elected officials to stand up and encourage all citizens to comply with the Governor's executive orders for Covid-19, and the wearing of face masks and social distancing is critically important.

Councilman Bernard thanked all involved in getting this Resolution passed, and said that part of being an elected representative is showing leadership in times of turmoil and chaos. He added that while the Resolution may seem like common sense to most, providing the public with the facts is absolutely important when the spread of false information is more detrimental than the spread of any virus.

All of Council concurred with Councilman Bernard's sentiments, and Mayor Morriss stated that he truly believes that the community has done a good job of complying with the Governor's executive orders, and hopes that this Resolution can convince any of those citizens that feel the mandates are not necessary, to understand that wearing a mask and social distancing are done out of respect for fellow community members.

Councilwoman Marchini agreed, saying it really is out of respect for the other individual, that masks are worn. It's not about personal rights; it's about taking the responsibility to protect those around us

(B) Orders (Consent Agenda)

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

Order 26,683 - authorizing execution of a Lease Agreement with Uncle Jack's Pizzeria & Pub for the use of space in the public right-of-way to the rear of 20 S. Mechanic Street for outdoor dining purposes for the term of August 4, 2020 through May 31, 2021

Order 26,684 - granting Residential Exemptions from the Special Taxing District levy for the tax year 2020-2021 for 47 Baltimore Street, 45 N. Centre Street, 43-45 N Liberty Street, and 50-52 N. Centre Street

Order 26,685 - authorizing the Chief of Police to accept a FY21 Edward Byrne Memorial Justice Assistance Grant in the amount of \$11,149 to purchase weapons for use by the Cumberland Police Department and Cumberland Emergency Response Team to support tactical missions in Cumberland and Allegany County

Order 26,686 - authorizing the Chief of Police to accept a FY21 Community Grant in the amount of \$13,200 to be used to provide funding for officers to attend community events and conduct neighborhood foot and bike patrols

Order 26,687 - authorizing execution of a Cost-Share Agreement with MD Department of the Environment relative to the Cumberland Flood Control System and Concrete Repairs Project (1-13-FPM) providing that MDE will pay up to 75% in Comprehensive Management Grant Funds of the total project cost, not to exceed \$188,000

Order 26,688 - authorizing execution of a Cost-Share Agreement with MD Department of the Environment relative to the Evitts Creek Phase 3 Project (No. 05-08-S) providing that MDE will pay up to 87.5% in Bay Restoration Funds of the total project cost, not to exceed \$5,418,560

Order 26,689 - approving the report from the City Administrator advising that there were no damages arising from the closure of certain portions of East Street, authorized by Ordinance No. 3873, and that any apparent added monetary benefit to the property owners would be determined by the MD Department of Assessments and Taxation

Order 26,690 - accepting the proposal from Whitman, Requardt & Associates (WRA) to provide final design services for the Evitts Creek Phase III Project (CSX Railyard Sewer Rehabilitation) (No. 05-08-S) as Amendment No. 6 to the current contract with WRA for Evitts Creek CSO Upgrades Phase III (01-10-WWTP) for the amount not-to-exceed

\$568,734 and authorizing the Mayor to execute an Engineering Services Agreement with WRA for these services (of which \$302,100 is eligible for BRNR grant and WQ SRF loan funding)

VI. Public Comments

No public comments

All public comments are limited to 5 minutes per person

VII. Adjournment

With no further business at hand, the meeting adjourned at 6:46 p.m.

Minutes approved on _____

Mayor Raymond M. Morriss _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, August 18, 2020
5:00 p.m.

This meeting was held via Video-Conference

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk, Bobby Smith, City Engineer; Paul Kelly, Executive Director – CEDC; Matt Miller, Economic Development Specialist; William Cochran, Cochran Group;

I. BALTIMORE STREET ACCESS PROJECT UPDATE

Mr. Kelly advised that everything was proceeding as expected, and 90% of the drawings have been submitted to the State Highway Administration (SHA). He provided a summary of EADS' and Cochran's work on the project, and said that the CEDC is managing Cochran's contract. He added that they have received two invoices from Cochran and they were forwarded to the Downtown Development Commission (DDC).

Mr. Kelly said there were lots of concerns about what the cost of the project could be, especially regarding Covid-19 repercussions. He stated that people may have a picture in their minds of what they want, and said that they have not found anything that would require material deviations. He added that from his perspective, everything is on target.

Mr. Kelly discussed enhanced services for sprinklers and fiber access. He stated that the City, CEDC, DDC, and Engineering have always planned that there be a water pipe to each property fronting Baltimore Street so they can have enhanced sprinkler services for redevelopment of upper floors if needed down the road. Mr. Kelly also discussed the goal of having fiber optics up and running, with the line running to the foundation of each building for easy access, but added that homeowners would have to do something if they want sprinkler or fiber to penetrate their building, as it's not the responsibility of the municipality. There was discussion on how citizens can coordinate what they want to do during construction, rather than after the fact.

Mr. Smith agreed, saying that the intention is to make fire suppression and fiber available via vaults in front of each building, and has contacted Maryland Broadband to hash out the details to pass on to property owners. He added that they will also get information from business owners on what they want and need, and if they don't want it at this time, it will be

made easily accessible for later on. Mr. Smith provided more details regarding the sprinkler systems, and said he would highly recommend business owners be interfacing with a fire suppression engineer now to have all the details worked out. He advised that he sent a recommendation to the DDC last week to consider a co-op or some means of soliciting one contractor to do all the work with the foundations, which would make it easier for Engineering and the contractor, and would save having to tear up bricks at a later date.

Mayor Morriss concurred, saying he would encourage all building owners to make that decision and get with the DDC and Mr. Smith to see what's available and work towards installation. Mr. Smith added that they need to consider their current use as well as their expected use, as existing conditions may not be sufficient for future use. The Mayor suggested that Councilwoman Marchini, being Council Representative, help with the DDC in understanding their need to coordinate with property owners.

Mr. Miller asked if cost savings could be estimated if building owners take this opportunity now while the street is torn up, rather than later. Mr. Rhodes advised that the City has looked at some of the costs, depending on a lot of variables, and gave one example of some work that had been done in 2016 regarding running a 4" fire line to a building downtown, which cost the City \$12,500. He said that job involved street work before and after, and materials. Mr. Rhodes stated that the Baltimore Street project is unique in that the street will already be exposed, and manpower and materials are available. He added that some standardization will help, but it's hard to tell exactly what the cost will be. He said hopefully they can flush out the variables in the next couple months.

Councilwoman Marchini stated that one of the questions that had come up at the last DDC meeting was if the City could help the business owners with reduced tap fees, etc. Mr. Rhodes discussed the hard cost to the City for materials versus what the cost is for a 4" water meter, and advised on the expense to building owners for the sprinkler system, which could be significant. Mr. Rhodes added that the City has some latitude and flexibility in what it sets as the cost because this project is unlike anything they have done. He also mentioned the City's tax credit program specifically for adaptive re-use; with sprinkler systems one of the eligible uses, and suggested Community Legacy funding.

In answer to a question from Council, the Mayor stated that he believes there's a broad range of knowledge among property owners, with some knowing what the costs can be, having been through this before, and others that have heard some information but really don't know. He said the DDC and CEDC will need to help educate them. Mr. Kelly advised that the CEDC has been pushing information out, with the plan to do one final push to all property owners through email, door-to-door, etc., to make sure everyone knows of the opportunity and to take advantage of it. Mr. Rhodes stated if the City could get some funds through grants it could be a game-changer in terms of getting fire suppression in buildings, to help push down costs and entice people to take advantage of it. In response to a question from Council, Mr. Miller stated that this could be a good use for some of the allocated Covid-19 relief dollars, of which approximately \$56K remains. Mr. Rhodes discussed the buildings

downtown that do and don't have fire suppression access, adding that a grant of \$3-4K for those that need it could be useful.

II. TRANSITION OF CEDC DIRECTOR - DISCUSSION

With Mr. Kelly stepping down from the CEDC, and Mr. Miller assuming the position of Executive Director, Mr. Kelly stated that he had asked Mr. Cochran to prepare a check-list of old outstanding business to share with Mr. Miller so that there can be a seamless transition. He thanked Mr. Cochran for all his participation, and gave him the floor. Mr. Cochran stated that he has been working with Mr. Kelly for three years, said what an outstanding job he thinks he's done on this project, and is looking forward to working with Mr. Miller. Mayor Morriss also expressed Council's thanks and appreciation for all the work Mr. Kelly has done with the CEDC and on the Baltimore Street project.

Mr. Miller asked to get some feedback from Mayor and Council on their thoughts about the monthly meetings. He asked if there was something more they wanted from the meetings, and if there were certain items he should focus on more. Mayor Morriss said from his perspective the monthly meetings have been very productive and they give the public the opportunity to see what the City is doing with economic development. He stated that monthly updates should be on the following topics:

- Baltimore Street Access Project
- Maryland Avenue Redevelopment Project
- Business Retention
- New Business Attraction

Mayor Morriss then led a discussion on business retention and attraction, and said there's a lot that goes into getting new businesses and jobs in Cumberland. Mr. Miller added that 95% of what's been done in the past 3-4 months has been retention and trying to alleviate hardships from the pandemic.

Councilman Bernard addressed negativity about the City that has come from the community from time to time, and stated that whatever the CEDC thinks the public needs to hear is what they should be hearing. He added that a large part of the Council's role is to be the vessel to communicate to folks what their tax dollars are going towards.

Mr. Kelly stated that one of the regrets he has is that he didn't do as good a job on a daily/weekly/monthly basis publishing press releases about all the things the CEDC was doing, which he said is a host of stuff that the public doesn't know about. He added that he and Mr. Miller had discussed doing a better job of external communication at this transition point. Mayor Morriss discussed the contract with McClarran and Williams, and about broadening that going forward. He added that what the City does itself, and with the things Ms. Layton from Community Development has done with the City's Facebook page can be seen as a shining star and something they need to work more with internally, and in coordination with the DDC and the CEDC. The Mayor also stated that although he prefers

in-person meetings, he believes live-stream is giving people an access to their government that they didn't have before.

There was discussion on Code Enforcement, with the Mayor stating that great things are being done towards blight removal. Mr. Miller advised that he had an opportunity to ride around town with Mr. Thacker and Mr. Tressler to see and discuss blight issues and how they relate to the housing analysis. He added that the amount of blight removal is fantastic and commended the City for spearheading that project.

There was discussion on the new DDC director, Melinda Kelleher, with the Mayor saying that she will be collaborating with the CEDC, but not as contractual. He stated that it's absolutely key that these organizations are on the same page. Mr. Miller stated how much he's looking forward to working with Ms. Kelleher, and said she will be a huge asset for the downtown community.

Council asked Mr. Miller if there was anything they could do to help him at this point in time. Mr. Miller replied that he would like to have communication with Mayor and Council even outside of the meeting setting, and have interaction and open dialogue so that he can be prepared for meetings or any questions posed by citizens. He invited each member of Council to come and visit the CEDC anytime to sit down and talk. Mr. Miller asked for Council's full support and open ears, and wanted to make sure they are all on the same page working collaboratively going forward. He also asked for open lines of communication with City staff.

III. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:05 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____



Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Regular Public Meeting
Videoconference

DATE: August 18, 2020

I. OPEN SESSION - 6:15 PM

This public meeting will be held remotely as a videoconference.

To view the meeting live, go to the City's website at www.ci.cumberland.md.us and access the public meetings link under the Government tab or go to Facebook and access the page Cumberland City Hall Livestream.

To provide public comment during this video conference, citizens must go to the following webpage on Zoom Meeting and sign into the meeting

<https://us02web.zoom.us/j/84356527765?pwd=ZnAyT3N3R0pOcTRKUFZOb21FZFdsUT09>

Use Meeting ID (843 5652 7765) Password (908175)

To join by phone dial: (+1 301 715 8592); Meeting ID (843 5652 7765) Password (908175)

Citizens wishing to speak will be placed in a waiting room and will be called upon at the appropriate time.

Written public comment may also be made by emailing the City Clerk at margie.woodring@cumberlandmd.gov. All electronic comments must be submitted by 2 PM on August 18, 2020. Comments received will be acknowledged during the public comment portions of the meeting.

II. Roll Call

PRESENT:

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

Also Present: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie A. Woodring, City Clerk

Due to unforeseen circumstances, the Public Meeting convened at 6:50 p.m.

III. Proclamations

1. Proclamation in honor of the 100th Anniversary of the 19th Amendment to the United States Constitution, guaranteeing all American women the right to vote

Mayor Morriss read the Proclamation and commented how special it was to be able to do this Proclamation on the exact day of the ratification of this Amendment, one hundred years ago today.

IV. Director's Reports

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

(A) Engineering

Engineering Division Monthly Report for July, 2020

(B) Public Works

Maintenance Division Monthly Report for July 2020

(C) Fire

Fire Department Monthly Report for July, 2020

(D) Utilities - Flood, Water, Sewer

Utilities Division (Water / Sewer / Flood) Monthly Report for July, 2020

V. Public Hearings

1. Public Hearing - to receive public comment regarding the City's proposed use of \$476,457 in Community Development Block Grant (CDBG) CARES Act Funds in response to the needs of residents affected by the Coronavirus pandemic. Individual wishing to speak during this hearing may should use the information provided at the beginning of this Agenda to sign into the Zoom meeting scheduled for this public meeting. Written comments may also be submitted prior to 2:00 p.m. on August 18th by contacting the City Clerk at 301-759-6447 or margie.woodring@cumberlandmd.gov.

The Hearing convened at 6:58 p.m.

Lee Borrer, Senior Community Development Specialist advised that these funds are the result of the CARES Act funding that was given out in April of this year. She stated that HUD finally came up with the code of federal regulations to advise on how to administer the funds, and added that an Amendment was created to the 2020 CDBG Annual Plan. She explained that HUD allowed waivers for the time period for public comment, in order to get the funds out as quickly as possible, and determined, along with community stake holders, how best to use the funds for low to moderate income folks in Cumberland, in response to Covid-19.

Ms. Borrer advised that just under \$500K was received and provided background on the needs of the community and talked about each category and how many would benefit. She also advised on several other grants available for businesses, emergency grants for housing and basic necessities, hazard pay for First Responders, and a South Cumberland Library program to provide advanced telecommunication capability to its patrons.

Ms. Borrer stated that public comments were accepted from August 12, 2020, until 4:00 pm. today, and advised that none had been received in writing. She added that the Order for the approval of the Amendment is in the Consent Agenda this evening.

Mayor Morriss spoke on the appropriateness of the projects chosen, and Councilwoman Marchini expressed how grateful Council is and thanked Ms. Borrer for her efforts in expediting these funds. Councilman Cioni inquired if there will be restrictions on businesses. Ms. Borrer replied that absolutely there will be, explained that there will be policies and procedures in place, and added that the CEDC will be administering those grants.

The Hearing adjourned at 7:05 p.m.

VI. New Business

(A) Ordinances

Mr. Rhodes provided background on the Ordinance and stated that this is a former blighted property, and letters had been sent to the adjoining property owners, with Mr. Kaarvaliksen being the only one interested. Mr. Rhodes added that Mr. Kaarvaliksen is doing a lot of good renovation work in that neighborhood.

Ordinance 3875 (*1st reading*) - authorizing the terms for the conveyance of 27 Ridgeway Terrace to Greis Kaarvaliksen for the amount of \$1,500 and authorizing execution of a deed to effect the conveyance

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.

(B) Orders (Consent Agenda)

Mr. Rhodes 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 Councilman Frazier, seconded by Councilman Cioni, and was passed on a vote of 5-0.

Order 26,691 - declaring a 1950 Mack Fire Engine (VIN No. 85LS1481) to be surplus equipment and authorizing it for sale

Order 26,692 - authorizing Residential Exemptions from the 2020-2021 Special Taxing District Levy for 101 S. Centre Street and 237 N. Centre Street

Order 26,693 - approving an Amendment to the 2020 Community Development Block Grant (CDBG) Annual Plan to allocate \$476,457 in CDBG CARES Act Funds in response to the needs of residents affected by the Coronavirus pandemic

Order 26,694 - authorizing acceptance of the deed for 130 Polk Street from its current owners upon the City's receipt of a release of the lien of the deed of trust encumbering the property (Allegheny County Land Records Book 1246, Page 84), authorizing the City Solicitor to record the deed, and abating the real estate taxes due upon the property contingent upon recordation of the deed

Order 26,695 - authorizing execution of a Donation Agreement with First Works Capital Solutions, LLC for their donation of 417 Broadway (Tax Acct. 22-002929) to the City, authorizing the City to accept the deed of transfer, authorizing an extension of the closing date if necessary, and authorizing the City Administrator and City Solicitor to execute documents to effect the transfer

Order 26,696 - reauthorizing City-owned property at 17/19 N. Waverly Terrace as surplus property and authorizing it for sale through public bidding

Order 26,697 - rescinding Order No. 26,595 that declared property at 400 N. Mechanic Street and surplus with the intent to transfer to the Cumberland Economic Development Commission (CEDC) as the CEDC no longer has use for the property

Order 26,697 - accepting the sole source proposal from Carl Belt, Inc. to make repairs to the Green Street Storm Conduit (Project No. 24-20-FPM) in the estimated unit cost of \$40,150

Mr. Rhodes advised that this has been a real problem area for the City, and stated that the storm conduit has blown out of the ground and been repaired a couple of times. Mr. Rhodes explained the details of the potential permanent solution, adding that it will hopefully alleviate the problem, although they are not sure yet what's causing the surge at that location.

VII. Public Comments

John Slocomb, 1 Baltimore Street, Apartment 205, advised that he was still waiting on a response to questions he posed in a reader commentary he wrote that responded to an article by Greg Larry of the Cumberland Times-News on July 7, 2020 regarding selling timber at the City watershed. He wanted to know if the Mayor and City Council were going to respond. Mayor Morriss stated that they have been working on a response, and reviewed his questions and provided answers. Mr. Slocomb explained his concerns on the harvesting of timber being done appropriately. The Mayor stated that the City felt comfortable with the process that Ms. Anita Simmons, City Forester, described, and thinks the public will be happy with how it's being done as well. Mr. Slocomb stated that the City appears to be doing the least amount of damage, it's been researched well, and Cessna Brothers are certified by several people. He thanked Mayor and Council for their time, stating this is important because it is our water supply.

Mayor Morriss thanked Mr. Slocomb for being a concerned citizen, and stated he was glad that Mr. Slocomb brought this up because it's important for people to know that with projects like this the City is being considerate, and is doing its best to make sure it's doing things right.

Mr. Slocomb inquired if his questions might be answered in the paper in a short commentary to note some of the protections in place for this harvest. Mayor Morriss stated that he will get with Ms. Simmons and see if she will provide a commentary and responses.

All public comments are limited to 5 minutes per person

VIII. Adjournment

With no further business at hand, the meeting adjourned at 7:21 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____



Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Regular Meeting
Videoconference

DATE: September 01, 2020

I. CLOSED SESSION

1. Convene in open session for the purpose of closing the meeting for an executive session pursuant to Sections 3-305(b) (9) and (14) of the Annotated Code of Maryland to discuss negotiations with the UFCW, Local 1994, representing members of the Cumberland Police Department, and to discuss matters regarding the award of a communications consulting contract

II. OPEN SESSION

2. 6:15 PM - Convene in Open Session

III. Roll Call

PRESENT:

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie A. Woodring, City Clerk

IV. Statement of Closed Meeting

3. Summary Statement of Closed Meeting held September 1, 2020

Mayor Morriss announced that a Closed Session had been held on September 1, 2020 at 5:00 p.m. and read into the record a summary of that session which is 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. Unfinished Business

(A) Ordinances

Mr. Rhodes provided background on the Ordinance, advised that 27 Ridgeway Terrace is a former blighted property, and said letters had been sent to adjoining property owners, with Mr. Kaarvaliksen being the only interested party.

1. **Ordinance 3875** (*2nd and 3rd readings*) - authorizing the terms for the conveyance of 27 Ridgeway Terrace to Greis Kaarvaliksen for the amount of \$1,500 and authorizing execution of a deed to effect the conveyance

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 Councilwoman Marchini, seconded by Councilman Bernard, and was passed on a vote of 5-0.

The Mayor 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.

VI. New Business

(A) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. Motion to approve Consent Agenda Item Nos. 26,699 through 26,706 was made by Councilman Bernard, seconded by Councilman Frazier, and was passed on a vote of 5-0.

Order 26,699 - accepting the 2020 Analysis of Impediments to Fair Housing Choice in the City of Cumberland

Order 26,700 - declaring certain equipment and vehicles as surplus and authorizing them for sale

Order 26,701 - authorizing execution of an Easement Agreement with the Housing Authority of the City of Cumberland to grant the City a Permanent Easement and Reversible Easement regarding the prior construction of a water main through property owned by the Housing Authority in the vicinity of Banneker Gardens (Allegany County Land Records, Deed Liber 625, folio 207)

Order 26,702 - authorizing Change Order No. 2 to the contract with Casey Smtih LLC dba/Service Pro for the Non-Residential Grass Mowing Contract (11-19-M) to add City-owned property at 322 S. Central Avenue for the increased amount of \$1,200, bringing the total yearly contract amount to \$42,360

Order 26,703 - authorizing Change Order No. 4 to the contract with Casey Smith LLC dba/Service Pro for the Residential Grass Mowing Contract (10-19-M) to add recently

acquired property to the contract for the increased amount of \$1,800; bringing the total yearly contract amount to \$57,985

Order 26,704 - authorizing Change Order No. 2 to the contract with The EADS Group for the New Baltimore Street Town Center Project (12-16-M) for continued out-of-scope work based on Cochran Studio review for the increased amount of \$50,630; bringing the total estimated design cost to \$676,876.58

Order 26,705 - accepting the sole source proposal from Century Engineering to perform field work necessary to update the title research for the Evitts Creek Watershed in order to complete a boundary survey in the amount not-to-exceed \$45,000

Order 26,706 - authorizing payment to Michael S. Cohen, Assignee for the Purpose of Foreclosure, the amount of \$48,000 to effect the sale of 203 Baltimore Street, which was purchased by the City through public sale at the Circuit Court of Allegany County on October 18, 2019

Mr. Rhodes advised that this property is the site of the former Brunswick Hotel, and Mr. Cohen stated that the Mayor and City Council was the high bidder at its foreclosure sale. He added that the sale has been ratified; however the City needs to pay the \$48K to complete the transaction.

VII. Public Comments

No public comments.

All public comments are limited to 5 minutes per person

VIII. Adjournment

With no further business at hand, the meeting adjourned at 6:44 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

File Attachments for Item:

Resolution No. R2020-05 approving the application and receipt of financing for six 2020 Community Legacy Projects, developed by the Cumberland Sustainable Communities work group, in the total amount of \$863,514

City of Cumberland
- Maryland -

RESOLUTION

RESOLUTION NO. R2020-05

Resolution of the Mayor and City Council of Cumberland, Maryland approving the application and receipt of financing for Community Legacy Project(s) (the "Project") further described in the Community Legacy Application ("The Application"), to be financed either directly by the Department of Housing and Community Development (the "Department") of the State of Maryland or through other departments or agencies of the State of Maryland.

WHEREAS, the Mayor and City Council of Cumberland, Maryland recognizes that there is a significant need for reinvestment and revitalization of the communities in Allegany County; and,

WHEREAS, the Department, either through Community Legacy or through other Programs of the Department, or in cooperation with other State departments or agencies, may provide some or all of the financing for the Project (the "Project Financing") in order to assist in making it financially feasible; and

WHEREAS, the Project is located within a priority funding area under Section 5-7B-02 of the Smart Growth Act and the Project will conform to the local zoning code; and

WHEREAS, the applicable law and regulations require approval of the Community Legacy Project and the Project Financing by the Mayor and City Council of Cumberland, Maryland and, where appropriate, by the chief elected executive official of the local subdivision

NOW, THEREFORE, BE IT RESOLVED THAT, the Mayor and City Council of Cumberland hereby endorses the Project; and HEREBY approves the request for financial assistance in the form of a grant or loan, up to the amount of \$863,514.00; and

BE IT FURTHER RESOLVED THAT, the chief elected executive official be, and is hereby requested to endorse this Resolution, thereby indicating his approval thereof; and,

BE IT FURTHER RESOLVED THAT, the City Administrator is hereby authorized to execute documents and take any action necessary to carry out the intent of these resolutions; and,

BE IT FURTHER RESOLVED THAT, copies of this Resolution are sent to the Secretary of the Department of Housing and Community Development of the State of Maryland.

Given under our Hands and Seals this 6th day of October, 2020, with the Corporate Seal of the City of Cumberland hereto attached, duly attested by the City Clerk.

Attest:

Mayor and City Council
Of Cumberland

Marjorie A. Woodring
City Clerk

Raymond M. Morriss
Mayor

2020 Community Legacy Prioritization

The following six projects have been identified and placed in priority order by Cumberland's Sustainable Communities Workgroup to submit for consideration for Community Legacy funding upon concurrence by the Mayor and City Council. The following are the projects in priority order.

1 Cumberland Main Street Fiber Installation \$125,000

The planned street reconstruction project on Baltimore Street creates an opportunity to install fiber in order to improve broadband access and connectivity within the Main Street-designated district. This will help to ensure that the core of the Central Business District is even more of an attractive location for new or expanding businesses or for residents who might have the ability to work remotely.

Costs to undertake this project as part of the larger Baltimore Street Redevelopment project have been identified within the overall project budget, however a source of funding to complete this portion of the project has not yet been identified. This portion of the overall project can be included in the overall bid and can be undertaken in tandem with the overall infrastructure improvements in order to minimize the need to work again in the same area of the completed project and to potentially adversely affect the newly installed surface.

Total Project Cost for this Specific Component \$125,000

2 Cumberland Roof Replacement Program- \$100,000

HRDC (Allegany County Human Resources Development Commission, Inc.) has identified that the replacement of roofs for owner occupied, as well as for residential rental structures, is a need that cannot be met by the existing State of Maryland-funded housing rehabilitation

program. Susan Malone, the Director of HRDC's Department of Housing and Community Resources division, has advised that there is a significant need in Cumberland for roof replacements and there is currently not a means to address this need.

Funds from this funding request would provide for the replacement of approximately 10 roofs for single family owner occupied or rental houses.

The Workgroup recommended that an income cap be placed for the program at 50% or less of median income and that preference be given to the disabled, elderly, and veterans.

Total Program Cost = \$10,000 (leveraged with other funds administered by HRDC for the housing rehabilitation program, as available)

3 **Upper Story Redevelopment- \$250,000**

Cumberland's Upper Story Redevelopment Program has always been successful and has served as a model program throughout the State. With the forthcoming investment in Baltimore Street's infrastructure, maximum reuse of the many underutilized mixed-use structures in the project area will be even more essential.

A combination of local, state, and federal tax incentives for historic structures, combined with Community Legacy funds help to fill funding gaps for current or prospective property owners to invest in these redevelopment projects. The program has historically leveraged a significant amount of private investment at each project location.

The targeted neighborhood would include the Central Business District. The funding would be awarded as a forgivable loan.

Total Program Cost = \$250,000 and will combine with owner investment leverage.

4 Accessible Scattered Site Rental Housing – Cumberland Housing Group \$300,000

The Cumberland Housing Group plans to construct three homes within Cumberland as infill for sites previously containing blighted structures (307 Arch Street & 208 Roberts Street. These homes will serve as catalysis for neighborhood improvements. The homes will be designed to be compliant with the Americans with Disability Act as well as HUD Section 504 regulations. Two of these homes will be filled upon completion with existing tenants who are in desperate need of handicapped assessable one-story rental homes (not apartments). The first preliminary design has been completed by EADS Architects and reviewed by Friends Aware for verification of operational needs.

Total Project Cost = \$300,000

5 ACM Gateway Center Community Space Enhancement \$47,257.00

The Gateway Center, which is located on the Downtown Cumberland Mall, contains several key community components such as the ACM Culinaire Café and the Adult Education and Literacy Center. Also, within this space is a community room that is used for community events, gatherings, courses, receptions, community lunch and learn sessions, college and workforce development trainings and many other events. However, to properly serve the community to its greatest capacity, the space is in need of infrastructure repair and enhancement to the functional portions of the room. Through the addition of several pieces of sustainable equipment, new audio/video technology, and other additional materials, the space would be better equipped serve the community in a variety of ways. With the upcoming renovations being made by the CEDC to the Downtown Cumberland Mall, it is the intent

of ACM to enhance this space to make it not only accessible, but also functional to serve the educational, artistic and workforce needs of the community.

Total Project Cost = \$47,257

6 ACM College Center Loft Enhancement for Community & Workforce Development \$41,257.00

The Loft space, which is located centrally on the ACM campus within the College Center, is a space that is perfectly located for community events, gatherings, courses, receptions, college and workforce development trainings and many other events. However, to properly serve the community to its greatest capacity, the space is in need of a critical infrastructure repair and enhancement to the functional portions of the room. Through the addition of several pieces of sustainable equipment, new audio/video technology, and other additional materials, the space would be better equipped serve the community in a variety of ways.

Total Project Cost = \$121,257 (\$80,000 has already been expended)

Council Agenda Summary

Meeting Date: October 6, 2020

Key Staff Contact: Kathy McKenney

Item Title: *Community Legacy and Strategic Demolition Fund Project Prioritization and Resolutions*

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

The Cumberland Sustainable Communities Workgroup has developed a list of projects that appear to meet the criteria needed to submit to the State of Maryland for consideration of funding from the Community Legacy and Strategic Demolition Fund programs. A total of six projects have been identified and prioritized by the workgroup to submit as applications to the Community Legacy Program.

An additional project has been identified for request to the Strategic Demolition Fund.

Once submitted, these requests will compete with requests from designated Sustainable Communities throughout the State of Maryland. There is not a guarantee for funding for any application, although Cumberland has been successful in obtaining funding for at least one project each year since 2001.

In order to proceed in the development of each of these seven individual applications, staff is seeking concurrence with the Mayor and City Council to proceed with the projects, as prioritized, as well as to request the approval of a Resolution to include with each application.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. Resolution No. R2020-06 approving the application and receipt of financing for a 2020 Strategic Demolition project, "Cumberland Main Street Sprinkler Tap Installation Project - Phase I", identified by the Cumberland Sustainable Communities work group, in the amount of \$450K

City of Cumberland
- Maryland -

RESOLUTION

RESOLUTION NO. **R2020-06**

Resolution of the Mayor and City Council of Cumberland, Maryland approving the application and receipt of financing for Strategic Demolition Fund Project(s) (the "Project") further described in the Strategic Demolition Fund Application ("The Application"), to be financed either directly by the Department of Housing and Community Development (the "Department") of the State of Maryland or through other departments or agencies of the State of Maryland.

WHEREAS, the Mayor and City Council of Cumberland, Maryland recognizes that there is a significant need for reinvestment and revitalization of the communities in Allegany County; and,

WHEREAS, the Department, either through the Strategic Demolition Fund or through other Programs of the Department, or in cooperation with other State departments or agencies, may provide some or all of the financing for the Project (the "Project Financing") in order to assist in making it financially feasible; and

WHEREAS, the Project is located within a priority funding area under Section 5-7B-02 of the Smart Growth Act and the Project will conform to the local zoning code; and

WHEREAS, the applicable law and regulations require approval of the Strategic Demolition Fund Project and the Project Financing by the Mayor and City Council of Cumberland, Maryland and, where appropriate, by the chief elected executive official of the local subdivision;

NOW, THEREFORE, BE IT RESOLVED THAT, the Mayor and City Council of Cumberland, Maryland hereby endorses the Project; and, HEREBY approves the request for financial assistance in the form of a grant or loan, up to the amount of \$450,000.00; and

BE IT FURTHER RESOLVED THAT, the chief elected executive official be, and is hereby requested to endorse this Resolution, thereby indicating his approval thereof; and,

BE IT FURTHER RESOLVED THAT, the City Administrator is hereby authorized to execute documents and take any action necessary to carry out the intent of these resolutions; and,

BE IT FURTHER RESOLVED THAT, copies of this Resolution are sent to the Secretary of the Department of Housing and Community Development of the State of Maryland.

*Given under our Hands and Seals this 6th day of October, 2020, with the
Corporate Seal of the City of Cumberland hereto attached,
duly attested by the City Clerk.*

Attest:

Mayor and City Council
Of Cumberland

Marjorie A. Woodring
City Clerk

Raymond M. Morriss
Mayor

2020 SDF (Strategic Demolition Fund) Prioritization

The installation of sprinkler taps for buildings along Baltimore Street is recommended for submittal to the Strategic Demolition fund since the awards are, on average, higher. Additionally, since this a separate funding program, this project will not need to compete against the other projects that are being submitted for consideration by Community Legacy.

Cumberland Main Street Sprinkler Tap Installation Project (Phase 1) \$450,000

The planned street reconstruction project on Baltimore Street creates an opportunity to provide a sprinkler tap for each structure that is located within the project area that does not already have one. This will allow all structures to be able to complete the installation of a full sprinkler system at some point in the future without a later disruption to the newly installed streetscape and infrastructure. Although a complete calculation is still being finalized, the total number of structures that require a new or upgraded sprinkler system, the current estimate is that 45 structures (@\$10,000/each) could benefit from this undertaking.

Total Project Cost for this Specific Component \$450,000

Council Agenda Summary

Meeting Date: October 6, 2020

Key Staff Contact: Kathy McKenney

Item Title: Community Legacy and Strategic Demolition Fund Project Prioritization and Resolutions

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

The Cumberland Sustainable Communities Workgroup has developed a list of projects that appear to meet the criteria needed to submit to the State of Maryland for consideration of funding from the Community Legacy and Strategic Demolition Fund programs. A total of six projects have been identified and prioritized by the workgroup to submit as applications to the Community Legacy Program.

An additional project has been identified for request to the Strategic Demolition Fund.

Once submitted, these requests will compete with requests from designated Sustainable Communities throughout the State of Maryland. There is not a guarantee for funding for any application, although Cumberland has been successful in obtaining funding for at least one project each year since 2001.

In order to proceed in the development of each of these seven individual applications, staff is seeking concurrence with the Mayor and City Council to proceed with the projects, as prioritized, as well as to request the approval of a Resolution to include with each application.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

Ordinance 3876 (*1st reading*) - to repeal and reenact Section 24-49 of the Code pertaining to service pipes supplying two or more premises with water, for the purpose of clarifying its terms

ORDINANCE NO. 3876

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT SECTION 24-49 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION), PERTAINING TO SERVICE PIPES SUPPLYING TWO OR MORE PREMISES WITH WATER, FOR THE PURPOSE OF CLARIFYING ITS TERMS."

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that section 24-49 of the Code of the City of Cumberland (1991 Edition) be and is hereby repealed and reenacted, to read as follows:

Sec. 24-49. - Service pipes supplying two or more premises.

Water service pipes intended to supply two (2) or more distinct premises or tenements shall be provided with separate and distinct shut-off valves for each premises or tenement on the outside thereof. Notwithstanding the foregoing, when only one (1) shutoff valve is used, the person controlling the shutoff valve shall pay the water rent of all parties who are supplied water which runs through it.

(NOTE: The version of Section 24-49 which is being repealed is attached hereto as Attachment A.)

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

Passed this ____ day of October, 2020.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

ATTACHMENT A

Sec. 24-49. - Service pipes supplying two or more premises.

Water service pipes intended to supply two (2) or more distinct premises or tenements shall be provided with separate and distinct stopcocks for each tenement, on the outside of the tenement; or when only one (1) stopcock is used the person controlling the stopcock shall pay the water rent of all parties who are thus supplied.

(Code 1966, § 31-12)

File Attachments for Item:

Order 26,716 - authorizing the Chief of Police to accept an MHSO FY21 Maryland Highway Safety Office Traffic Safety Grant in the amount of \$3,000.00 for police overtime support concentrating on DUI enforcement and occupant protection for the project period 10/1/20 through 9/30/21

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

ORDER NO. 26,716

DATE: October 6, 2020

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

THAT, the Chief of Police be and is hereby authorized to execute a Project Agreement by and between the Cumberland Police Department and the Maryland Highway Safety Office of the State Highway Administration (MHSO) to accept a FY21 Maryland Highway Traffic Safety Grant in the amount of Three Thousand Dollars and No Cents (\$3,000.00) for police overtime support concentrating on DUI enforcement and Occupant Protection for the project period October 1, 2020 through September 30, 2021.

Raymond M. Morriss, Mayor

Project Nos. LE-Cumberland PD-2021-022
LE-Cumberland PD-2021-024

Council Agenda Summary

Meeting Date: October 6, 2020

Agenda Item Number: FY21 Maryland Highway Safety Office Traffic Safety Grant

Key Staff Contact: Chief John “Chuck” Ternent

Item Title:

FY21 Maryland Highway Safety Office Traffic Safety Grant

Summary:

Authorize the Chief of Police to accept a Maryland Highway Safety Office grant for FY21 in the amount of \$3,000 for police overtime concentrating on DUI Reduction and Occupant Protection.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	Enter Text Here
Value of award:	\$3,000
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	



Maryland
Highway
Safety
Office

PROJECT AGREEMENT
6601 Ritchie Highway
Glen Burnie, MD 210621000
PHONE 410-787-4050 FAX 410-787-4020

The formal approval of this Project Agreement and the obligation of funds to it are contingent upon the availability of anticipated federal funds, as determined by Congress, Maryland statute, or other federal or state action.

PROJECT TITLE: Occupant Protection Grant	FOR MHSO USE ONLY
	PROJECT NUMBER: LE-Cumberland PD-2021-022
PROJECT AGENCY: Cumberland Police Department	
PROJECT AGENCY ADDRESS: 20 Bedford Street, Cumberland, MD-21502	
FUND RECIPIENT: Cumberland Police Department	
FUND RECIPIENT ADDRESS: 20 Bedford Street, Cumberland, MD-21502	
FEDERAL IDENTIFICATION NUMBER: 52-6000786	

The undersigned agree that the Project Agency will carry out the Project within the dates of the Project Period, in accord with the general programmatic and financial requirements set forth in the agreement, and in compliance with the Project Conditions. Reimbursement is limited to actual eligible expenditures, the total of which is not to exceed the amount of Funds Obligated from MHSO. Furthermore, the Project Agency certifies that it is eligible under grant guidelines to receive grant funds; can accept a reimbursable grant; can successfully implement the project at the indicated funding level; and accepts the provisions of the entire Agreement including its Project Conditions. Costs cannot be incurred prior to the Project Start Date listed below.

BUDGET CATEGORIES	MHSO FUNDS
Salary and Benefits	\$0.00
Law Enforcement Overtime	\$1,000.00
Training / Conference and Accommodations	\$0.00
Mileage	\$0.00
Contractual Services	\$0.00
Equipment	\$0.00
Other Direct Costs	\$0.00
Indirect Costs	\$0.00
Total	\$1,000.00

The Project Director and Authorizing Official signing below cannot be the same person, nor can they be the Financial Official listed in the grant.

PROJECT DIRECTOR & AUTHORIZING OFFICIAL SIGNATURES			
PROJECT DIRECTOR		AUTHORIZING OFFICIAL	
NAME: J.W. Yarnall		NAME: Chuck Ternent	
TITLE: Lt		TITLE: Acting Chief	
AGENCY: Cumberland Police Department		AGENCY: Cumberland Police Department	
ADDRESS:		ADDRESS:	
PHONE: (301) 759-6471	FAX:	PHONE: (301) 759-6475	FAX:
E-MAIL: jw.yarnall@cumberlandmd.gov		E-MAIL: chuck.ternent@cumberlandmd.gov	
SIGNATURE & DATE:		SIGNATURE & DATE:	
		Chuck Ternent (Electronically Signed) 09/22/2020	

FOR MHSO USE ONLY	
PROJECT PERIOD START DATE: 10/01/2020	FUNDS OBLIGATED FROM MHSO:
PROJECT PERIOD END DATE: 09/30/2021	\$1,000.00
MHSO DIRECTOR APPROVAL (SIGNATURE & DATE)	



Maryland
Highway
Safety
Office

PROJECT AGREEMENT
6601 Ritchie Highway
Glen Burnie, MD 210621000
PHONE 410-787-4050 FAX 410-787-4020

The formal approval of this Project Agreement and the obligation of funds to it are contingent upon the availability of anticipated federal funds, as determined by Congress, Maryland statute, or other federal or state action.

PROJECT TITLE: DUI reduction and education	FOR MHSO USE ONLY	
	PROJECT NUMBER: LE-Cumberland PD-2021-024	
PROJECT AGENCY: Cumberland Police Department		
PROJECT AGENCY ADDRESS: 20 Bedford Street, Cumberland, MD-21502		
FUND RECIPIENT: Cumberland Police Department		
FUND RECIPIENT ADDRESS: 20 Bedford Street, Cumberland, MD-21502		
FEDERAL IDENTIFICATION NUMBER: 52-6000786		

The undersigned agree that the Project Agency will carry out the Project within the dates of the Project Period, in accord with the general programmatic and financial requirements set forth in the agreement, and in compliance with the Project Conditions. Reimbursement is limited to actual eligible expenditures, the total of which is not to exceed the amount of Funds Obligated from MHSO. Furthermore, the Project Agency certifies that it is eligible under grant guidelines to receive grant funds; can accept a reimbursable grant; can successfully implement the project at the indicated funding level; and accepts the provisions of the entire Agreement including its Project Conditions. Costs cannot be incurred prior to the Project Start Date listed below.

BUDGET CATEGORIES	MHSO FUNDS
Salary and Benefits	\$0.00
Law Enforcement Overtime	\$2,000.00
Training / Conference and Accommodations	\$0.00
Mileage	\$0.00
Contractual Services	\$0.00
Equipment	\$0.00
Other Direct Costs	\$0.00
Indirect Costs	\$0.00
Total	\$2,000.00

The Project Director and Authorizing Official signing below cannot be the same person, nor can they be the Financial Official listed in the grant.

PROJECT DIRECTOR & AUTHORIZING OFFICIAL SIGNATURES			
PROJECT DIRECTOR		AUTHORIZING OFFICIAL	
NAME: J.W. Yamall		NAME: Chuck Tement	
TITLE: Lt		TITLE: Acting Chief	
AGENCY: Cumberland Police Department		AGENCY: Cumberland Police Department	
ADDRESS:		ADDRESS:	
PHONE: (301) 759-6471	FAX:	PHONE: (301) 759-6475	FAX:
E-MAIL: jw.yarnall@cumberlandmd.gov		E-MAIL: chuck.tement@cumberlandmd.gov	
SIGNATURE & DATE:		SIGNATURE & DATE:	

FOR MHSO USE ONLY	
PROJECT PERIOD START DATE: 10/01/2020	FUNDS OBLIGATED FROM MHSO: \$2,000.00
PROJECT PERIOD END DATE: 09/30/2021	
MHSO DIRECTOR APPROVAL (SIGNATURE & DATE)	

File Attachments for Item:

. Order 26,717 - authorizing the Sole Source purchase of Engineering Programming and three (3) Ammonium Analyzers for the John D. DiFonzo Water Reclamation Facility's Bio-Reactors from Aerzen USA Corporation in the amount not to exceed \$30,187.00

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

ORDER NO. 26,717

DATE: October 6, 2020

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

THAT, the Sole Source purchase of Engineering Programming and three (3) Ammonium Analyzers for the John D. DiFonzo Water Reclamation Facility's Bio-Reactors from Aerzen USA Corporation, 108 Independence Way, Coatesville, PA, 19320 be and is hereby approved in the amount not-to-exceed Thirty Thousand, One Hundred Eighty-seven Dollars and No Cents (\$30,187.00).

Raymond M. Morriss, Mayor

Budget: 399.TPB 63000

Council Agenda Summary

Meeting Date: September 24, 2020

Agenda Item Number: **Order No. 26717**

Key Staff Contact: Rodney Marvin

Item Title: Sole Source Purchase – Engineering Programming and 3 Ammonium Analyzers

Summary: Sole Source purchase from Aerzen USA Corp. for Engineering Programming and 3 Ammonium Analyzers for the John D. DiFonzo Water Reclamation Facility’s Bio-Reactors. Sole Source is necessary as this will be added to the current Blower and Control System that Aerzen provided last year, and therefore are no other vendors are available to provide this service.

Issues and Considerations:

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	399.TPB 63000
Value of award:	
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Match provisions:	
Is this a sole source purchase? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

AERZEN USA CORPORATION

108 Independence Way
Coatesville, PA 19320
Tel. (610) 380-0244 ♦ Fax. (610) 380-0278



AERZEN

Confidential & Proprietary - this document shall not be distributed to anyone other than the intended recipients.

AERZEN Reference Number:

2-Sep-20

Re: AERprocess ABAC Upgrade

Page 1 of 1

<p>To: Rodney Marvin Firm - City of Cumberland email - rodney.marvin@cumberlandmd.gov phone - (301) 759-6641</p>

<p>AERZEN Proposal Prepared By: Name - Adam Clarke email - adam.clarke@aerzen.com phone - (484) 718-3519</p>
<p>AERZEN Regional Manager: Name - Scott Trail e-mail - scott.trail@aerzen.com phone - (484) 678-6578</p>

This scope of supply does NOT include the following items: SCADA/Network Programming, Installation Services and Installation Hardware.

AERprocess ABAC Upgrade

Field Devices (shipped loose to be installed by others)

- 3 Ammonia Probe
- 3 Ammonia probe connection cable & hardware
- 3 Ammonia probe hanging assembly (rail mount)

Factory Services

- 1 Custom programming for ABAC upgrade
includes all modifications necessary to add 3 ammonia sensors to the existing IQ SensorNet
and all programming changes necessary for PLC code and HMI screens

Onsite Manufacturer Services

- 1 trip(s), 2 day(s) total installation inspection, startup & testing

Freight & Packaging

- 1 freight is not included in this proposal
- 1 domestic packaging

TOTAL for 1 unit(s) \$30,187

Confidential & Proprietary - this document shall not be distributed to anyone other than the intended recipients.

Pricing: DAP Jobsite

Terms: This offer is subject to Aerzen Standard Terms and Conditions (A2-001-USA January 2009)

Warranty: 12 months after startup of 18 months after delivery, which ever comes first.

*Transferred original manufacturers warranty may exceed blanket warranty supplied by Aerzen.

*Warranty claims will be subject to evaluation by the original equipment manufacturer.



Cindi Mertens <cindi.mertens@cumberlandmd.gov>

Fwd: Sole Source Approval Request

1 message

Rodney Marvin <rodney.marvin@cumberlandmd.gov>
To: Cindi Mertens <cindi.mertens@cumberlandmd.gov>

Wed, Sep 16, 2020 at 12:29 PM

We will need to add this to M&CC agenda

Thanks,

Rodney C. Marvin
Public Works Utilities Manager
City of Cumberland
301-759-6641

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

From: **Jeff Rhodes** <jeff.rhodes@cumberlandmd.gov>
Date: Wed, Sep 16, 2020 at 12:12 PM
Subject: Re: Sole Source Approval Request
To: Rodney Marvin <rodney.marvin@cumberlandmd.gov>
Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>

Approved

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

On Wed, Sep 16, 2020 at 10:25 AM Rodney Marvin <rodney.marvin@cumberlandmd.gov> wrote:

Jeff,

I am requesting Sole Source approval in the amount of **\$30,187 to Aerzen USA Corporation** for Engineering, Programming and supply of 3 Ammonium analyzers for the Water Reclamation Facilities Bio-Reactors. Sole source is necessary; this will be added to the current Blower and Control System which Aerzen USA just provided Cumberland this past year and therefore no other vendors are available to provide this service.

Capital Funds are approved and available in: 399. TP8 63000

If approved..... I will add to M&CC Agenda for their approval.

File Attachments for Item:

. Order 26,718 - authorizing execution of a contract with Cumberland Housing Alliance, Inc. (CHA), regarding the use of \$149,000 in MD Community Parks and Playground grant funding for upgrades to the playground located at 635 East First Street and owned by CHA

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

ORDER NO. 26,718

DATE: October 6, 2020

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

THAT, the Mayor be and is hereby authorized to execute a contract by and between the Mayor and City Council and Cumberland Housing Alliance, Inc. (CHA), regarding the use of \$149,000 in Maryland Community Parks and Playgrounds grant funding for upgrades to the playground located at 635 East First Street and owned by CHA.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: October 6, 2020

Key Staff Contact: Kathy McKenney

Item Title: Scope of Services Contract with Cumberland Housing Group – Community Parks and Playgrounds Funding for 635 First Street

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

Funding has been awarded from the Maryland Community Parks and Playgrounds program in the amount of \$149,000 for playground improvements at 635 East First Street, a property that is owned by the Cumberland Housing Group. As has been policy, when funding is awarded to the Mayor and City Council of Cumberland for improvements on a property that is owned by another entity or organization that will provide project management, a contract has been entered into to ensure that the recipient entity is responsible for the same terms and conditions for which the City is obligated.

The Order should also include the Mayor and City Council's acceptance of this funding.

Amount of Award:

Budget number:

Grant, bond, etc. reference:



**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

SPECIFICATIONS

AND

CONTRACT

**Community Parks and Playgrounds (CPP): East
First Street Playground (CPP #7129-1-334,
Cumberland/Allegany County)**

THIS CONTRACT (“Contract”) is made and executed in duplicate this _____ day of _____, 2020, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a Maryland municipal corporation (hereinafter referred to as the “City”), party of the first part, and **CUMBERLAND HOUSING ALLIANCE, INC.**, a Maryland corporation (hereinafter referred to as the “Contractor”), party of the second part.

WITNESSETH:

WHEREAS, the Contractor requested that the City assist it in its efforts to obtain financial assistance to upgrade the playground located at 635 East First Street (the in order to provide a safe and enjoyable recreation facility (the said playground hereinafter being referred to as the “Playground” and the project for its improvement which is described herein being referred to as the “Project”);

WHEREAS, the playground and surrounding land and improvements thereon are owned by the Contractor;

WHEREAS, the Contractor agreed to make the Playground available to the public;

WHEREAS, the City submitted an application to the Maryland Community Parks and Playground Program (the “Program”) on behalf of the Contractor for the purpose of obtaining funding for the performance of the Project; and

WHEREAS, on July 7, 2020 the City passed Order No. 26,657, authorizing the execution of a Joint Use Agreement and the acceptance of funds totaling \$149,000.00 from the Program.

NOW, THEREFORE; in consideration of the stipulations and conditions hereinafter set forth, it is mutually covenanted and agreed by and between the parties hereto that the Contractor will receive a total sum funded by a Community Parks and Playgrounds award not to exceed One Hundred Forty-Nine Thousand Dollars (\$149,000.00) for the Project, in accordance with the following terms, conditions and specifications:

A. Subcontracts Parties to the Contract

The City and the Contractor are the only parties to this Contract. No third parties shall have any rights or benefits by virtue of its terms and execution.

The Contractor must identify and describe completely the role of each subcontractor that may be used in performing the work described in the proposals (“Proposals”), i.e. the scope of the work for the Project, as described in the application for the

\$149,000.00 grant to the Maryland Department of Natural Resources (DNR), as approved by and subject to any modifications and conditions required by the State Clearinghouse Review (described in detail in this document). The City must approve the selection and credentials of any subcontractors.

B. Contract Term

The following contract term period shall be in effect:

East First Street Playground Project

Contract Period: September 15, 2020 – June 30, 2021

C. Compensation and Method of Payment

Subject to the following, Contractor shall be paid a fixed sum of \$149,000.00 for the performance of the work described in this Contract. Payments will be made in installments as invoices for payment are presented. Payment of any portion of the compensation provided for herein is contingent upon the City's approval of both the quantity and quality of work described in the invoices. Payments shall be rendered no more frequently than once monthly. The final payment of all withheld monies shall be made to the Contractor upon the completion of the work described in the Proposals and the City's approval of the quantity and quality of said work.

Work under the terms of this Contract shall not begin and funds shall not be disbursed until the Clearinghouse Review process is complete and the Maryland Board of Public Works has approved the funds. To the extent that comments are made, the scope of work shall be amended accordingly and no other terms of this Contract shall be amended. In the event the negotiations are unsuccessful, the Contractor shall have the option of declaring this Contract null and void.

Each invoice shall be accompanied by (i) a statement describing the work for which compensation is sought, (ii) a description of the work performed, (iii) a statement of which components of the scope of work, as described in the Proposals, have been completed at the site, (iv) subcontractor invoices, (v) copies of documentation showing that subcontractor have been paid for the work they performed, (vi) if the Project has not been completed, a statement estimating the percentage of the work on the Project which has been completed, and (vii) photographs of the work performed, showing the work that has been completed as well as that which has been commenced but not completed. The City will conduct an inspection to verify that the work described in the invoice has been completed, that the quality of the work is consistent with its description as set forth in the documentation describing the scope of the work to be performed, and that the work had been performed in a good and workmanlike manner. Any inspection described herein will take place within one week of the City's receipt of an invoice, provided that all submitted documentation is complete.

The Contractor may elect to have the City remit payments directly to subcontractors. If the Contractor chooses this option, each invoice must be accompanied by a statement to confirm that the Contractor is satisfied with the subcontractor's work and that the Contractor authorizes payment to be made directly to the subcontractor. If the subcontractor's invoice is not submitted at the same time the Contractor submits its invoice, then it shall be subject to the same requirements for the Contractor's invoices as are set forth in the preceding paragraph. A subcontractor will not be eligible for direct payment from the City unless and until it has an active vendor account in the City of Cumberland's Financial system or must register to become a new vendor by accessing the required forms on the City of Cumberland's website at <http://www.cumberlandmd.gov/373/New-Vendor-Information-Form>.

Invoices shall be mailed, hand-delivered or e-mailed to:

Mayor and City Council
57 North Liberty Street
Cumberland, MD 21502
attn: Kathy McKenney, Historic Planner/Preservation Coordinator
kathy.mckenney@cumberlandmd.gov

D. Scope of Contract

It is anticipated that the work to be performed and the services to be provided by the Contractor will consist of the items described in the original Community Parks and Playgrounds Program Application and Project Agreement, along with the contingencies provided by the Maryland Department of Natural Resources as part of the Clearinghouse review comments from the Maryland Department of the Environment.

E. Indemnification

The Contractor shall indemnify and hold the City harmless from all liability which may hereafter be incurred by reason of dissemination, publication, distribution, or circulation, in any manner whatsoever, of any information, data or records pertaining in any way to the Contract by the contractor and its employees. Further, the Contractor shall indemnify and hold the City harmless for any liabilities, claims, damages, suits or causes of action arising from, as a result of or as an incident to Contractor's performance or failure to perform under the terms of this Contract. The indemnification provisions provided for herein shall include, but not be limited to, payment of the City's reasonable attorneys' fees.

F. Equal Employment Opportunity

There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment

because of race, color, religion, creed, age, marital status, sex, sexual orientation, gender identity, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment. This provision forbids all unlawful discrimination, including, but not limited to, discrimination in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

G. Records, Reports and Inspections

- (1) The Contractor shall maintain accurate financial and management records, in a form acceptable to the City, of all transactions relating to the receipt and expenditure of the funds and administration of the Project. The Contractor shall make these records, and its administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to the City upon request. The Contractor shall retain said records for five (5) years after the hereinafter set forth Completion Date. During the term of this Contract, the City may monitor the Project and it shall have the right to inspect the Project during daylight hours to ensure that the work is being undertaken in accordance with the terms of this Contract and in a good and workmanlike manner. These inspections are in addition to those described in Section C hereinbefore.
- (2) In addition to the requirements set forth above, the Contractor shall provide the City with such additional records, reports, and other documentation as may be required by the City.

H. Default and Remedies

- (1) A default shall consist of the breach by the Contractor of any of the terms, covenants, agreements, or certifications in this Contract, including, but not limited to, the expenditure of funds for any use other than those described herein.
- (2) Upon the occurrence of any default, the City shall have the following remedies which may be pursued jointly or severally, concurrently and consecutively, on one occasion or from time-to-time:
 - (a) The City shall have the right to terminate this Contract by written notice to the Contractor. Except as otherwise provided for hereinafter, the Contractor shall have thirty (30) days from the date of the City's notice to cure the

default. After the conclusion of this thirty (30) day period, if the Contractor has not cured or meaningfully commenced curing the default to the satisfaction of the City, the City, in its sole discretion, may immediately terminate this Contract.

(b) Notwithstanding the foregoing, the City shall have the right to terminate this Contract immediately without providing the Contractor with the opportunity to cure the default in the event funds distributed to the Contractor are used for any unauthorized purpose.

(c) The City may pursue any and all rights and remedies available to it, at law or in equity, including, but not limited to, money damages and/or specific enforcement of the terms of this Contract.

(d) The Contractor shall be liable for the City's reasonable attorneys' fees, experts' fees, court costs and litigation expenses which arise from or are incurred as a result of or as an incident to a breach in the terms of this Contract.

(3) In the event of the termination of this Contract by the City, no later than fifteen (15) days from the termination date, the Contractor shall submit one (1) final invoice for compensation. The Contractor shall not be compensated for any work which has not been completed, any work item which remains as work in progress as of the date of termination, or for the work described in the final invoice if it has not been submitted in a timely manner and in accordance with the invoicing requirement described hereinbefore. The Contractor shall not be paid for any subsequent invoices or for any work performed subsequent to the termination date. The Contractor shall forfeit its rights to any of the undisbursed funds; and it shall reimburse the City for all work described in paid invoices which has not been performed, which has been performed in a manner inconsistent with the specifications for the Project, and work which has not been performed in a good and workmanlike manner. The Contractor shall reimburse the City for the foregoing no later than thirty (30) days from the demand therefore. In the event the City institutes litigation to collect the amount it is owed, the Contractor shall be liable for the City's costs of collection, including City's reasonable attorneys' fees, experts' fees, court costs and litigation expenses.

- (4) The terms of this Section H and the City's rights and remedies described elsewhere in this Contract shall survive the termination of this Contract.

I. Conflicts of Interest

Except for approved eligible costs, none of the Contractor's assignees, agents, members, officers, employees, consultants, or members of its governing body or any local governmental authority exercising jurisdiction over the Project, and no other public official of such authority or authorities who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit therefrom, that is part of the Project at any time during or after such person's tenure.

J. Nondiscrimination and Drug and Alcohol-Free Workplace: Fair Practices Certification

- (1) The Contractor may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person based on race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, gender identity or age in any aspect of its projects, programs, or activities.
- (2) The Contractor shall comply with applicable federal, state, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
 - a. Titles VI and VII of the Civil Rights Act of 1964;
 - b. Title VIII of the Civil Rights Act of 1968, as amended;
 - c. The Americans with Disabilities Act of 1990;
 - d. Article 49B of the Annotated Code of Maryland, as amended; and
 - e. The DHCD's Minority Enterprise Program, as amended.
- (3) The Contractor shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug and alcohol-free workplace and any regulations promulgated thereunder.

K. Environmental Certification and Indemnification: Lead Paint

- (1) The Contractor represents, warrants, and covenants that: (i) to its knowledge, there are no Hazardous Materials located in, on or under the Project site, (ii) it will not cause or allow any hazardous materials to be placed in, on or under the Project site, (iii) it will comply with all requirements imposed by any governmental authority with respect to Hazardous Materials, (iv) it will comply with all requirements imposed by any governmental authority with respect to Hazardous Materials, and (v) that to its knowledge, the Project site is in compliance with all applicable federal and state environmental laws and regulations.
- (2) The Contractor covenants that it shall comply with all federal, state, and local laws and requirements concerning the treatment and removal of lead paint from the Project site.
- (3) If the Contractor breaches its obligations, representations, warranties stated above in this Section K, or if the presence of Hazardous Material on, in or under the Project site caused or permitted by the Contractor, its employees, representatives or subcontractors result in contamination of the Project site, or if contamination of the Project site or surrounding area by hazardous material otherwise occurs for which the Contractor is legally liable to the City for damage resulting therefrom, then the Contractor shall indemnify, defend and hold the City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise during or after the term of this Contract as result of such contamination. This indemnification of the City by the Contractor includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup. Remedial removal or restoration work required by any federal state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on, under or about the Leased Premises.
- (4) For purposes of this Section K, "Hazardous Materials" shall include (i) petroleum and petroleum products and by-products (ii) asbestos and asbestos-containing materials; (iii) any hazardous materials, toxic substances, hazardous air pollutants or toxic pollutants as those terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act, or in any regulations promulgated pursuant thereto, or in any other applicable law, and (iv) any substances or materials designated as hazardous material under local, state or federal laws or regulations.

L. Non-Sectarian Certifications

- (1) The Contractor certifies that no part of the Project funds, no part of the Project, and no part of the Project site, shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction or any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.
- (2) The Contractor certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

M. Insurance

- (1) The Contractor shall ensure that the Property owner maintains property and commercial general liability insurance on buildings and other improvements on the property throughout the duration of the Project at the Owner's expense. Additionally, if the property is determined to be in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development, the Property owner shall maintain a flood plain insurance policy.
- (2) The Contractor and all of its subcontractors are required to provide insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the forms and amounts required or applicable by the City.

Prior to the commencement of work, the Contractor shall submit to the City a Certificate of Insurance as proof that it and/or applicable subcontractors carry the following insurance:

- a. Comprehensive General Public Liability and Property Damage Insurance in the amounts of at least one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate for any occurrence;
- b. Workers' compensation in the statutory amounts;

- c. Automobile liability of one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate for any occurrence; and
- d. Blanket crime and 3rd party liability – ten thousand dollars (\$10,000.00).

Such insurance shall be kept in full force and effect until all work has been satisfactorily completed and accepted. There will be no special payment for said insurance.

- (3) The insurance policies shall:
 - a. Be provided by a company that is reputable and authorized to transact business in the State of Maryland;
 - b. Be in force before the disbursement of Project funds;
 - c. Name the City as an additional insured;
 - d. Provide for notification to the City for the maximum number of days permitted under the policies before termination, expiration or non-renewal; and
 - e. Contain terms and coverage satisfactory to the City.

N. Notices

All notices, reimbursement and other requests, approvals, and consents of any kind made pursuant to this Contract shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, hand-delivered or e-mailed as follows:

- (1) If to the City:

City of Cumberland
Department of Community Development
Attn: Kathy McKenney, Historic Planner/Preservation
Coordinator
57 North Liberty Street
Cumberland, MD 21502
301-759-6431/240-609-8092
kathy.mckenney@cumberlandmd.gov

- (2) If to the Contractor:

Steven J. Kesner, BS, CMH
President/Chief Executive Officer
The Cumberland Housing Group
635 East First Street
Cumberland, MD 21502-4362
301-724-6606 Ext 111
Steve.kesner@cumberlandhousing.org

O. Amendment

This Contract, or any part hereof, may be amended from time to time only by a written instrument executed by the City and the Contractor.

P. Assignment

This Contract may not be assigned without prior written approval of the City. The City may deny any requested assignment for any reason or no reason at all.

Q. Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to its subject matter.

R. Governing Law

This Contract shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland. It shall be enforced and any litigation arising from, as an incident to or as a result of the terms of this Contract shall be instituted and maintained solely in the District Court of Maryland for Allegany County or the Circuit Court for Allegany County. The parties hereto waive any right to claim that such courts constitute inconvenient forums or that said courts lack jurisdiction.

S. Waiver of Maryland's Public Information Act

The City and/or the intend to make available to the public certain information regarding the Project, the Contractor, any subcontractors or other parties engaged by the Contractor. In addition, the City and the DHCD are required to disclose information about the Project to State of Maryland officials and staff, local government officials and staff, and others. Such information which may be disclosed to any of the foregoing, including the public, may include the name of the Contractor, the name location, owners, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; and the

sources, amounts and terms of other funding used to complete the Project, including capital contributions from the participants. This information may be confidential under Maryland Public Information Act (Title 4 of the General Provisions Article of the Annotated Code of Maryland).

T. Contractor's Responsibilities

In addition to those set forth elsewhere in this Contract, the Contractor will have the following duties and responsibilities:

- (1) The Contractor shall prepare a final total cost estimate for the scope of work for the Project, as described in the Proposals. This estimate is to include all construction costs, labor, materials, permit fees, and legal fees that are associated with the Project and will be provided to the City.
- (2) The total amount of available funding for the overall the Project is \$149,000.00. The City will not be responsible for payment of any additional costs exceeding this amount. Said Project funding was awarded pursuant to a Community Parks and Playgrounds grant from the Maryland Department of Natural Resources. Repayment of any or all of these funds is not required unless the Contractor defaults in the terms of this Contract. To the extent Project costs exceed the amount of the grant, the Contractor be responsible for funding those costs and no amounts in excess thereof shall be provided to the Contractor or the DNR.
- (3) The Contractor must obtain all applicable permits prior to the commencement of any work.
- (4) Documentation regarding the planned undertaking will be provided to the City of Cumberland's Department of Community Development for approval and for verification that the Maryland Board of Public Works has approved the project prior to the commencement of any work. Additionally, as part of the Clearinghouse Review of this project, the contingencies required by the Maryland Department of the Environment, which are listed in the August 4, 2020 letter provided by Myra Barnes of the Clearinghouse, shown in Attachment B must be followed.
- (5) Once all approvals have been received, work may begin. It may not commence earlier under any circumstance.
- (6) Allowable expenses for reimbursement requests include the costs associated with the expenses that are detailed in the Community

Parks and Playgrounds Project Application and Agreement
(Attachment A)

- (7) All work must be completed and the final disbursement payment must be made by June 30, 2021.

IN WITNESS WHEREOF, the parties to this Contract have caused it to be executed the day and year first-above written.

WITNESS/ATTEST

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

By: _____
Raymond M. Morris,
Mayor

**THE CUMBERLAND
HOUSING GROUP**

By: _____
Steven J. Kesner,
President and CEO

Attachment A

Maryland Department of Natural Resources Community Parks and Playgrounds (CP&P) Program

Community Parks and Playgrounds Application and Project Agreement

Shaded Areas For State Use Only. CP&P PROJECT #

1. PROJECT TITLE: Cumberland Housing Group 635 East First Street Play Facility Improvements
2. APPLICANT: Mayor and City Council of Cumberland / Allegany
(Municipality or Baltimore City) (Specify County)
3. APPLICANT'S FEDERAL ID #: 52-6000-786 LAST CP&P GRANT ISSUED ON THIS SITE # N/A
4. PROJECT LOCATION: Street Address: 635 East First Street
City/Town: Cumberland Zip Code: 21502
LEGISLATIVE DISTRICT: 1C ADC Road Map Edition # 1st Map # 22600 Grid Ltr X8
County Tax Map # 109 Grid 0000 Parcel # 7037A

5. PROJECT DESCRIPTION: Descriptions are written into the agenda item, which is presented to the Maryland Board of Public Works for approval. Please explain the proposed project and be specific. Why is it being done and how does it relate to local recreation needs? Is it a new development or does it build upon an existing facility? Provide all of the information that you feel is necessary to explain and justify the project and to convince the approving agencies that it is a worthwhile project. Attach a separate sheet, if necessary.

The Housing Authority of the City of Cumberland (HACC) would like to improve the physical activity of the children living in, and in the neighborhoods around, Jane Frazier Village, a public housing development in Cumberland, MD. HACC would like to improve the daily lives of the children living at Jane Frazier Village, and surrounding neighborhoods, by creating a new playground area for school age children on land in the center of the development to encourage more physically active lifestyles. The proposed area is located behind the administration building, near the tot lot, in an area with high visibility. Due to the popularity of the existing tot lot, it is believed that expanding this playground will allow it to become the hub of neighborhood activity during and after school hours.

6. a. CP&P FUNDS REQUESTED: \$ 149,000.00 100 %
- b. LOCAL FUNDS: \$ _____ % (Specify Source/Type)
- c. OTHER FUNDS: \$ _____ % (Specify Source/Type)
- d. TOTAL PROJECT COST: \$ 149,000.00 100 %

7. LOCAL PROJECT COORDINATOR:

<u>Kathy McKenney</u>	<u>CD Programs Manager</u>	<u>kathy.mckenney@cumberlandmd.gov</u>
<small>(Print Name)</small>	<small>(Print Title)</small>	<small>(E-mail Address)</small>
<u>57 North Liberty Street</u>	<u>Cumberland</u>	<u>MD 21502 301-759-6431</u>
<small>(Mailing Address)</small>	<small>(City)</small>	<small>(State) (Zip) (Telephone Number)</small>

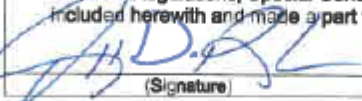
8. PROJECT PERIOD: From: May 1, 2019 (Date of Letter of Acknowledgement)
 To: December 31, 2019 (Estimated Date of Completion)

Community Parks and Playgrounds Application and Project Agreement (Cont.)

9. ITEMIZED DETAILED COST ESTIMATE: Round all estimates to nearest dollar.

Item No.	Item	Estimated Cost
1.	Community Parks and Playgrounds Acknowledgement Sign Sample text: "A Maryland Department of Natural Resources, Community Parks and Playgrounds Program, assisted project"	
2.	Elevated Fitness Course and Accessories	\$54,575.00
3.	Surfacing	\$58,164.75
4.	Installation	\$24,545.25
5.	Site Work	\$7,828.12
6.	Shipping Costs	\$3,886.88
Total Development Costs:		\$149,000.00

10. LOCAL GOVERNMENT AUTHORIZATION:
 Community Parks and Playgrounds projects are to be administered in accordance with the Program Open Space (POS) Grants Manual. As the authorized representative of this Political Subdivision, I read the terms of the "Project Agreement and General Conditions" of the POS Grants Manual and I agree to perform all work in accordance with the Manual, POS Law and Regulations, Special Conditions of the Community Parks and Playgrounds Program and with the attachments included herewith and made a part thereof.


Jeffrey D. Rhodes
City Administrator
8/1/18
(Signature) (Print Name) (Print Title) (Date)

PROGRAM ADMINISTRATIVE REVIEW:

11. ON-SITE INSPECTION DATE _____ BY _____

12. DEPARTMENT OF NATURAL RESOURCES APPROVAL:

(Signature) (BPW Approval Date) (Agenda Item No.)

Attachment B

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor



Robert S. McCord, Secretary
Sandy Schrader, Deputy Secretary

Maryland DEPARTMENT OF PLANNING

August 4, 2020

Mr. John Braskey
Program Administrator, Land Acquisition and Planning
Maryland Department of Natural Resources
Tawes State Office Building
580 Taylor Avenue
Annapolis, MD 21401

STATE CLEARINGHOUSE RECOMMENDATION

State Application Identifier: MD20200625-0549

Applicant: Maryland Department of Natural Resources and City of Cumberland/Allegany County

Project Description: Community Parks and Playgrounds (CPP): East First Street Playground (CPP #7129-1-334, Cumberland/Allegany County)

Project Address: 635 East First Street, Cumberland, MD 21502

Project Location: Allegany County - City of Cumberland

Approving Authority: Maryland Board of Public Works BPW

Funds: State: \$149,000.00

Recommendation: Consistent with Qualifying Comments

Dear Mr. Braskey:

In accordance with Presidential Executive Order 12372 and Code of Maryland Regulation 34.02.01.04-.06, the State Clearinghouse has coordinated the intergovernmental review of the referenced project. This letter constitutes the State process review and recommendation. This recommendation is valid for a period of three years from the date of this letter.

Review comments were requested from the Maryland Department of the Environment and the Maryland Department of Planning including the Maryland Historical Trust.

The Maryland Department of Planning including the Maryland Historical Trust found this project to be consistent with their plans, programs, and objectives.

The Maryland Historical Trust has determined that the project will have "no effect" on historic properties and that the federal and/or State historic preservation requirements have been met.

The Maryland Department of the Environment found this project to be generally consistent with their plans, programs, and objectives, but included certain qualifying comments summarized below.

1. Construction, renovation and/or demolition of buildings and roadways must be performed in conformance with State regulations pertaining to "Particulate Matter from Materials Handling and Construction" requiring that during any

Mr. John Braskey
August 4, 2020
Page 2
State Application Identifier: MD20200625-0549

construction and/or demolition work, reasonable precaution must be taken to prevent particulate matter, such as fugitive dust, from becoming airborne.

2. During the duration of the project, soil excavation/grading/site work will be performed; there is a potential for encountering soil contamination. If soil contamination is present, a permit for soil remediation is required from MDE. Please contact the New Source Permits Division at (410) 537-3230 to learn about the State's requirements.

3. Any solid waste including construction, demolition and land clearing debris, generated from the subject project, must be properly disposed of at a permitted solid waste acceptance facility, or recycled if possible. Contact the Solid Waste Program at (410) 537-3315 for additional information regarding solid waste activities and contact the Waste Diversion and Utilization Program at (410) 537-3314 for additional information regarding recycling activities.

4. The Waste Diversion and Utilization Program should be contacted directly at (410) 537-3314 by those facilities which generate or propose to generate or handle hazardous wastes to ensure these activities are being conducted in compliance with applicable State and federal laws and regulations. The Program should also be contacted prior to construction activities to ensure that the treatment, storage or disposal of hazardous wastes and low-level radioactive wastes at the facility will be conducted in compliance with applicable State and federal laws and regulations.

5. The proposed project may involve rehabilitation, redevelopment, revitalization, or property acquisition of commercial, industrial property. For specific information about these programs and eligibility, please contact the Land Restoration Program at (410) 537-3437.

6. Borrow areas used to provide clean earth back fill material may require a surface mine permit. Disposal of excess cut material at a surface mine may require site approval. Contact the Mining Program at (410) 537-3557 for further details.

Any statement of consideration given to the comments should be submitted to the approving authority, with a copy to the State Clearinghouse. The State Application Identifier Number must be placed on any correspondence pertaining to this project. The State Clearinghouse must be kept informed if the approving authority cannot accommodate the recommendation.

File Attachments for Item:

. Order 26,719 - appointing individuals to vacant or expired seats on the Downtown Development Commission, Administrative Appeals Board, and Historic Preservation Commission

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

ORDER NO. 26,719

DATE: October 6, 2020

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

THAT, the following appointments be and are hereby approved:

Member	Board / Commission	Term
Robert Mayhew	DDC - Primary Seat 3	10/6/20 - 10/6/23
John Buchanan	DDC - Primary Seat 8 (To fill remaining term)	10/6/20 - 7/1/21
Ruth Davis-Rogers	DDC - Citizen-at-large (To fill remaining term)	10/6/20 - 7/1/22
Yvonne Perret	Administrative Appeals Board - Seat 1	10/6/20 - 10/6/21
Timothy Hoffman	Historic Preservation Commission - Seat 5	12/31/20 - 12/31/23
Lincoln H. Wilkins, Jr., PhD	Historic Preservation Commission - Seat 7	10/6/20 - 10/6/23

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 26,720 - authorizing the Mayor to sign a letter of support for the City's application to the MD Heritage Areas Emergency Capital Fund for critically needed work at the George Washington's Headquarters Cabin

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

ORDER NO. 26,720

DATE: October 6, 2020

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

THAT, the Mayor be and is hereby authorized to sign a letter of support to the City's application to the Maryland Heritage Areas Emergency Capital Fund for critically needed work at the George Washington's Headquarters Cabin.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: October 6, 2020

Key Staff Contact: Kathy McKenney

Item Title: MHAA Emergency Grant Application – George Washington’s Headquarters Cabin Repairs

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

Due to some recently discovered repairs that are urgently needed to be completed at the George Washington’s Headquarters Cabin, which has been located in Riverside Park for just under 100 years (2021 will mark this anniversary), staff has contacted the Maryland Heritage Areas Authority for consideration of an emergency grant in order to expeditiously address these needs. As part of the process, a letter of support from the local government is needed. The total project cost is \$10,000. Since the funding requires a dollar for dollar match, the grant request will be for \$5,000. The matching funds will be from the City’s General Fund.

Amount of Award:

Budget number:

Grant, bond, etc. reference:



CITY OF CUMBERLAND MARYLAND

DEPARTMENT OF COMMUNITY DEVELOPMENT

October 6, 2020

Ms. Jennifer Ruffner
Administrator
Maryland Heritage Areas Program
Maryland Historical Trust
100 Community Place
Crownsville, MD 21032

Dear Ms. Ruffner:

On behalf of the Cumberland Mayor and City Council, I am writing to provide support of the Maryland Heritage Areas Emergency Capital Fund application that is being submitted by the City of Cumberland for critically needed work at the George Washington's Headquarters cabin which is located in Riverside Park on Greene Street in Cumberland.

MAYOR

RAYMOND M. MORRISS

COUNCIL

SETH D. BERNARD
RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
LAURIE P. MARCHINI

CITY ADMINISTRATOR

JEFFREY D. RHODES

**DIRECTOR OF
ADMIN SERVICES**

KEN TRESSLER

**CODE COMPLIANCE
MANAGER**

KEVIN R. THACKER

As we near marking the centennial of the grand celebration of locating this significant structure to our nation's history in Riverside Park, City staff along with members of the Daughters of the American Revolution, whose organization has served as stewards of this structure and its legacy since 1921, have discovered some concerning areas in need of immediate attention. We appreciate your consideration of our \$5,000 request for funding to support this very important project and confirm that the City of Cumberland will provide an equal amount of matching funds.

Sincerely,

Ray Morriss, Mayor



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)722-2000 x5600 • FAX (301)759-6432 • TDD (800)735-2258

File Attachments for Item:

. Order 26,721 - authorizing execution of an Easement Agreement with Cumberland Manor Associates LP whereby Cumberland Manor grants a permanent easement to the City for the purpose of laying, constructing, replacing, etc., the water line running through Cumberland Manor's property

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

ORDER NO. 26,721

DATE: October 6, 2020

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

THAT, the Mayor be and is hereby authorized to execute an Easement Agreement by and between the Mayor and City Council of Cumberland and Cumberland Manor Associates Limited Partnership whereby Cumberland Manor grants a permanent easement to the City for the purpose of laying, construction, operating, replacing, etc. the water line running through Cumberland Manor's property.

Raymond M. Morriss, Mayor

After recordation return to:

Michael Scott Cohen, Esq.
213 Washington Steet
Cumberland, MD 21502

THIS EASEMENT AGREEMENT (“Agreement”), made this ____ day of August, 2020, by and between **Cumberland Manor Associates Limited Partnership** (the “Owner”), a limited partnership organized under the laws of the State of Maryland, and **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation.

WITNESSETH:

WHEREAS, the Owner owns the real property described in the deed from Louis Tiberio to the Owner dated August 10, 1982 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 530, folio 240, the said real property hereinafter being referred to as the “Property”; and

WHEREAS, in connection with the construction of a water line running through the Property, the City intended to enter into an easement agreement such as this Agreement for the purposes set forth hereinafter; however, that did not occur; and

WHEREAS, the City requires such an easement as the water main has been constructed and is in use.

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) paid by the City unto the Owner and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant, give and convey unto the City, its successors and assigns, the easements described hereinafter as follows:

1. **Permanent Easement.** The Owner grants, gives and conveys to the City, its successors and assigns, in perpetuity, an easement (referred to hereinafter as the “Permanent Easement”) over, in, across through and under the portions of the Property designated as the Permanent Easement and the Revertible Easement on the plat (the “Plat”) attached hereto and incorporated by reference herein as Exhibit A. The Permanent Easement is for the purpose of laying, constructing, operating, maintaining, removing, relocating, repairing and/or replacing the aforesaid water line or lines and appurtenances thereto.

2. **Access Easement.** The Owner grants, gives and conveys to the City the rights and privileges of ingress, egress and regress over and upon the Property, in perpetuity, for the purpose of accessing the Permanent Easement.

Covenants and Agreements Applicable to Easements

The parties hereto covenant and agree that the following terms and provisions shall apply with respect to the easements hereinbefore granted (collectively, the “Easements”); the said covenants and agreements being deemed to touch and concern the land and run with it:

1. Upon the completion of construction activities conducted after the date of this agreement in the area of the Easements, the City shall cause all construction debris to be removed from the Property and shall cause the ground disturbed by the aforesaid construction activity to be reseeded, to the extent necessary, and contoured to flow with and match the surrounding area, at the City’s sole cost and expense. The City shall pay for any damages to the insured property that result from repairs or improvements to the Easement(s).

2. In the event it is necessary to alter or relocate the path of the water line(s) and appurtenances thereto in order to comply with applicable laws, regulations or permits or where conditions in the field or other conditions beyond the control of the City render it impractical or impossible to alter or relocate the line(s) and appurtenances thereto where shown on the Plat, the City shall have the right to relocate the Permanent Easement to a path which is as close as is practicable to its original location, due consideration being given to the Owner's desires with respect to the same. The City shall pay for all costs and expenses, and any damages to the insured property that result from relocation of the Permanent Easement. In the event it is necessary to alter the location of the Permanent Easement, upon the request of the City, the Owner shall execute an amendment to this Agreement showing the manner in which it was relocated.
3. No buildings or structures of any kind shall be erected within the boundaries of the Permanent Easement except upon the written consent of the City.
4. The Owner shall not change the depth of cover in the Permanent Easement, conduct grading operations within the Permanent Easement or operate heavy machinery or equipment therein except upon the written consent of the City.
5. With the exception of the noise of the construction activities contemplated by the terms of this Agreement, City's use of the Easement(s) will not interfere with the Owner's tenants' quiet enjoyment of the Property.
6. The Owner may use the Permanent Easement area in any manner which is not inconsistent with the rights granted to the City herein.

7. Although the recording of this Agreement is not subject to recording costs, in the event they are imposed, the City will pay them.

This Agreement contains the final and entire agreement of the parties hereto. Neither the parties hereto nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained and which are not approved by any mortgagee under a mortgage senior to this Agreement and by the United States Department of Housing and Urban Development (“HUD”) while HUD is either the insurer or holder of a mortgage secured by the Property . Any amendments, modifications or revisions to this Agreement shall be signed by both Parties and only with the prior written consent of any mortgagee under a mortgage senior to this Agreement and/or by HUD while HUD is either the insurer or holder of a mortgage secured by the Property.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names and their seals hereunto affixed, all on the day and date first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

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

I HEREBY CERTIFY, that on this _____ day of _____, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known and/or satisfactorily identified to me, the Mayor of Mayor and City Council of Cumberland, and acknowledged the foregoing instrument to be the act and deed of Mayor and City Council of Cumberland and made oath that he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.


My commission expires: _____

Notary Public

WITNESS/ATTEST:

**CUMBERLAND MANOR ASSOCIATES
LIMITED PARTNERSHIP BY CROSSGATES,
INC., ITS GENERAL PARTNER**

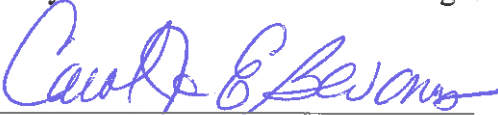


By:  (SEAL)
Ryan A. Schwotzer,
President of Crossgates, Inc.

**COMMONWEALTH OF PENNSYLVANIA,
COUNTY OF WASHINGTON, TO WIT**

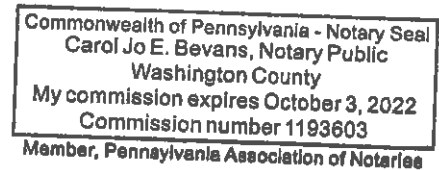
I HEREBY CERTIFY, that on this 11th day of September, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Ryan A. Schwotzer**, known and/or satisfactorily identified to me, the President of Crossgates, Inc., the General Partner of Cumberland Manor Associates Limited Partnership and acknowledged the foregoing instrument to be the act and deed of Cumberland Manor Associates Limited Partnership and made oath that he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.



Notary Public

My commission expires: _____



ATTORNEY CERTIFICATION

The undersigned hereby certifies that this instrument was prepared by or under the supervision the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Michael Scott Cohen

File Attachments for Item:

. Order 26,722 - declaring a 2005 Caterpillar 924G Loader to be surplus and authorizing it for trade-in

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

ORDER NO. 26,722

DATE: October 6, 2020

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain equipment that has been determined to be of no further value to the City; and

WHEREAS, the Mayor and City Council desire to dispose of said equipment;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT, the following equipment is hereby declared to be surplus property and authorized for sale, scrap, or trade in:

1. 2005 Caterpillar 924G Loader
Serial #CAT0924GJDDA01872

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: October 10, 2020

Key Staff Contact: Brian Broadwater, Vehicle Maintenance

Item Title: Declaring a 2005 Caterpillar 924G Loader as surplus equipment and authorizing it for trade-in

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

This 2005 Caterpillar will be accepted as a trade-in for the new Caterpillar 918M Wheel Loader that was authorized for purchase from Cleveland Brothers CAT through a Sourcewell contract. The trade-in value is \$17,000.

Amount of Award:

Budget number: Street Department 001.056.64000

Grant, bond, etc. reference:

File Attachments for Item:

. Order 26,723 - authorizing execution of an Amendment to Collective Bargaining Agreement with the UFCW Local 1994, pertaining to the current agreement effective July 1, 2018 - June 30, 2021, to provide for an amended pay schedule to be effective retroactive to July 1, 2020, and to provide for a one-time \$1,000 stipend payable for the year commencing July 1, 2020

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

ORDER NO. 26,723

DATE: October 6, 2020

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

THAT, the Mayor be and is hereby authorized to execute an Amendment to Collective Bargaining Agreement by and between the Mayor and City Council of Cumberland and the United Food and Commercial Workers Local 1994 MCGEO, applicable to the current agreement with an effective term of July 1, 2018 through June 30, 2021.

Raymond M. Morriss, Mayor

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

THIS AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT (“Amendment”) is made and executed this ____ day of _____, 2020, by and between the **Mayor and City Council of Cumberland**, a municipal corporation of the State of Maryland, hereinafter referred to as the “Employer”, and the **United Food and Commercial Workers Local 1994 MCGEO**, hereinafter referred to as the “Union”.

RECITALS:

WHEREAS, on or about June 5, 2018, the Employer and the Union entered into a collective bargaining agreement applicable to the period from July 1, 2018 through June 30, 2021 (the “Agreement”); and

WHEREAS, pursuant to the wage reopener provisions of Section 31 of the Agreement, the parties are amending the Agreement in accordance with the following terms and conditions, which they deem to be in their respective best interests.

WITNESSETH:

NOW THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties to this Amendment, they hereby agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference in this Amendment and form a part of the same as though they were set forth in full herein.

2. **Modifications to Section 10.2 of Agreement.** The following language shall be added at the end of Section 10.2 of the Agreement:

- (a) Effective retroactive to July 1, 2020, police officers covered by the terms the Agreement shall be compensated pursuant to the pay schedule set forth in the Appendix A attached hereto and made a part hereof.
- (b) Police officers covered by the terms of the Agreement as of the date of this Amendment, shall receive a one-time stipend in the amount of One Thousand Dollars (\$1,000.00). This stipend shall be paid by means of a remittance which is separate from their regular pay and it shall be paid with the pay for the first full pay period following the date of this Amendment. The stipend is payable for the year commencing July 1, 2020 and its payment shall not establish a precedent for the payment of stipends in future years.

3. **Effective Date.** The effective date of this Amendment shall be the date and year first above written unless otherwise provided herein.

4. **Limited Modification.** Except as specifically modified by this Amendment, all terms and conditions of the Agreement remain unchanged, in full force and effect, and are hereby ratified and confirmed by the Employer and the Union.

5. **Miscellaneous Provisions.**

5.1. **Invalidity.** If any provision or part of any provision of this Amendment 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 sections or the remaining part of any effective section of this Amendment and this Amendment 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.

5.2. **Binding Effect.** This Amendment shall inure to the benefit of the parties hereto and it shall be binding upon their respective successors and assigns.

5.3. **Captions.** The captions and various sections and paragraphs of this Amendment have been inserted only for the purposes of convenience. Such captions are not a part of this Amendment and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Amendment.

5.4. **Construction of Amendment.** This Amendment, having been executed in the State of Maryland, shall be construed, interpreted and enforced under the laws of the State of Maryland.

5.5. **Entire Agreement.** This Amendment constitutes and contains the entire agreement and understanding among the parties regarding its subject matter and may not be modified except in a subsequent writing signed by all of the parties hereto.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Employer and Union acknowledge that this Amendment is their respective act and deed effective as of the date and year first above written and, in signing below, each of the signatories in their capacities as individuals certify under the penalties of perjury that they are duly authorized to execute this Amendment by the entities they purport to represent.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

**Marjorie A. Woodring,
City Clerk**

By: _____
Raymond M. Morriss, Mayor

**UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1994
MCGEO**

By: 

Gino Renne, President

APPENDIX A

FY 19 Annual Salary

Step	Entry	2	3	4	5	8	11	14	17	20	25
Sergeant	49,421	50,419	51,418	52,437	53,498	54,558	55,661	56,763	57,907	59,072	60,237
Corporal	45,635	46,550	47,466	48,422	49,400	50,378	51,397	52,416	53,477	54,538	55,640
Patrolman	38,917	39,686	40,477	41,288	42,120	42,952	43,826	44,699	45,594	46,488	47,424

FY19 Increase allowance 2%

Hourly Rate Sergeant	23.76	24.24	24.72	25.21	25.72	26.23	26.76	27.29	27.84	28.40	28.96
Hourly Rate Corporal	21.94	22.38	22.82	23.28	23.75	24.22	24.71	25.20	25.71	26.22	26.75
Hourly Rate Patrolman	18.71	19.08	19.46	19.85	20.25	20.65	21.07	21.49	21.92	22.35	22.80

FY 20 Annual Salary

Step	Entry	2	3	4	5	8	11	14	17	20	25
Sergeant	50,419	51,418	52,437	53,477	54,558	55,640	56,784	57,907	59,072	60,258	61,443
Corporal	46,550	47,486	48,422	49,400	50,398	51,376	52,416	53,456	54,538	55,619	56,763
Patrolman	39,686	40,477	41,288	42,120	42,973	43,805	44,699	45,594	46,509	47,424	48,381

FY20 Increase allowance 2%

Hourly Rate Sergeant	24.24	24.72	25.21	25.71	26.23	26.75	27.30	27.84	28.40	28.97	29.54
Hourly Rate Corporal	22.38	22.83	23.28	23.75	24.23	24.70	25.20	25.70	26.22	26.74	27.29
Hourly Rate Patrolman	19.08	19.46	19.85	20.25	20.66	21.06	21.49	21.92	22.36	22.80	23.26

FY 21 Annual Salary

Step	Entry	2	3	4	5	8	11	14	17	20	25
Sergeant	51,438	52,458	53,498	54,558	55,661	56,763	57,928	59,072	60,258	61,464	62,691
Corporal	47,486	48,443	49,400	50,398	51,418	52,416	53,477	54,538	55,640	56,742	57,907
Patrolman	40,498	41,288	42,120	42,973	43,846	44,699	45,594	46,509	47,445	48,381	49,358

FY21 Increase allowance 2%

Hourly Rate Sergeant	24.73	25.22	25.72	26.23	26.76	27.29	27.85	28.40	28.97	29.55	30.14
Hourly Rate Corporal	22.83	23.29	23.75	24.23	24.72	25.20	25.71	26.22	26.75	27.28	27.84
Hourly Rate Patrolman	19.47	19.85	20.25	20.66	21.08	21.49	21.92	22.36	22.81	23.26	23.73