



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
Videoconference

DATE: September 15, 2020

WORK SESSION

4:30 PM - Convene in open work session.

(Agenda is published separately.)

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

CLOSED SESSION

5:30 PM - Close the open work session for an executive session pursuant to Sections 3-305 (b) (1) and (7) of the General Provisions Article of the Annotated Code of Maryland to discuss board and commission appointments and to allow the City Solicitor to provide legal advice regarding a potential amendment to the City Code

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 (826 9842 3645) Password (238477)

To join by phone dial: (+1 301 715 8592); Meeting ID (826 9842 3645) Password (238477)

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

Roll Call

Statement of Closed Meeting

Summary Statement of closed meeting held September 15, 2020

Proclamations

 (A) Proclaiming Tuesday, October 6, 2020 as National Night Out in Cumberland

Director's Reports

(A) Public Works

Maintenance Division monthly report for August, 2020

(B) Fire

Fire Department monthly report for August, 2020

(C) Police

Police Department monthly report for August, 2020

(D) Utilities - Flood, Water, Sewer

Utilities Division - Flood/Water/Sewer monthly report for August, 2020

Approval of Minutes

(A) Approval of the Regular Session Minutes of July 21, 2020; Closed session minutes of July 7 and July 21, 2020

Public Hearings

(A) Public Hearing - to receive comment on the proposed Zoning Map Amendment #20-01 to correct an error in the 2019 Official Zoning Map by removing certain properties from the Canal Place Overlay Zone that were included by mistake

New Business

(A) Resolutions

Resolution R2020-04 - granting the Cumberland Economic Development Commission a property tax credit for the 2020-2021 tax year

(B) Orders (Consent Agenda)

Order 26,707 - authorizing the Chief of Police to enter into an FY21 Memorandum of Understanding (MOU) with the Allegany County Health Dept. to conduct mini take-back events within the community and provide medication pick-up services in an attempt to reduce opioid misuse. \$3,000 in police overtime grant money has been appropriated by the Allegany County Health Department for this initiative

Order 26,708 - abating the 2019-2020 taxes at 118 Baltimore Street, owned by the Cumberland Economic Development Corporation (CEDC)

[Order](#) 26,709 - accepting the proposal from Constellation NewEnergy, Inc. to supply a fixed price electric supply for a new supply location at the CSO Storage Facility, 400 E. Offutt Street, from 9/24/20 to 11/24/22 at a fixed rate of \$0.05229 kWh

[Order](#) 26,710 - authorizing the Chief of Police to accept an FY21 Maryland Criminal Intelligence Network (MCIN) grant in the amount of \$256,206.00 for personnel and overtime costs associated with the focus on identifying, disrupting, and dismantling gangs and violent criminal networks involved in the distribution of illegal drugs, the use of firearms in crimes of violence, human trafficking, or other inherently violent criminal enterprises, through enforcement, prevention, intervention, and reentry strategies

[Order](#) 26,711 - authorizing the Chief of Police to accept an FY21 GOCCP Police Recruitment and Retention Program grant in the amount of \$24,000 offered to help local agencies recruit and retain police officers in recognition of the state-wide shortage of police candidates

[Order](#) 26,712 - accepting the sole source purchase of a new Caterpillar 918M Wheel Loader from Cleveland Brothers CAT in the not-to-exceed amount of \$107,962 as part of Sourcewell joint purchasing contract

[Order](#) 26,713 - approving funding amendments to the Community Development Block Grant (CDBG) Program effective September 15, 2020; 2019 Horizon Goodwill Job Readiness (-\$10,000), 2019 HRDC Emergency Housing Assistance (+\$10,000)

[Order](#) 26,714 - authorizing execution of a Disclaimer regarding a Purported Deed dated December 27, 2019, granting property at 712 Elm Street to the City from First Peoples Community Credit Union (Book 2525, Page 414 Allegany County Land Records), declaring that the Purported Deed is invalid

[Order](#) 26,715 - accepting the bids for certain properties offered for sale through the 2020 Surplus Property Request for Bids process and authorizing the remaining properties not bit upon to remain offered for sale through a public bidding process to be determined by the Department of Community Development

Letters / Petitions

- [1.](#) Letter from the City Clerk advising that no petition for referendum was received for Charter Amendment Resolution No. 148, which was approved to enact Section 73A of the City Charter (1991 Edition) to empower the City Administrator to declare emergencies in certain events and pass temporary administrative orders necessary for the preservation of the public health, safety and/or welfare, and to empower the Mayor and Council to pass executive orders in emergencies, and the Charter Amendment therefore became effective September 9, 2020

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

Proclaiming Tuesday, October 6, 2020 as National Night Out in Cumberland



City of Cumberland
- MARYLAND -

Proclamation

- WHEREAS,** *the National Association of Town Watch (NATW) sponsors a national community-building campaign on Tuesday, October 6, 2020 entitled "National Night Out"; and*
- WHEREAS,** *the National Night Out campaign provides a unique opportunity for neighbors in Cumberland to join over 38 million neighbors across 16 thousand communities from all 50 states, US territories and military bases worldwide; and*
- WHEREAS,** *National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work; and*
- WHEREAS,** *neighbors in Cumberland assist the Cumberland Police Department and local law enforcement agencies through joint community-building efforts and support National Night Out 2020; and*
- WHEREAS,** *it is essential that all neighbors of Cumberland come together with police and work together to build a safer, more caring community.*

Now, Therefore, the Mayor and City Council of Cumberland,
do hereby proclaim Tuesday, October 6th, 2020 in Cumberland as

"National Night Out"

and do hereby call upon all neighbors of Cumberland to join with the City of Cumberland, the Cumberland Police Department, and the National Association of Town Watch in support of "National Night Out 2020".

Given under our Hands and Seals this 15th day of September, 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:

Maintenance Division monthly report for August, 2020

MAINTENANCE DIVISION REPORT
August 2020

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
AUGUST 2020**

- **POTHOLES AND COMPLAINTS**
 - Potholed 13 streets & 5 alleys using 16.5 tons of hot mix asphalt

- **UTILITY HOLES**
 - Completed 11 asphalt (99.5 tons) & 2 concrete (3 cu. yds.) utility holes for the Water Dept.

- **PAVING & OTHER PROJECTS**
 - Paved 3 streets using 83.5 tons of hot mix asphalt
 - Completed 2 asphalt projects using 6.5 tons of hot mix asphalt
 - Completed 1 concrete project using 1.25 cu. yds. of concrete

- **TRAFFIC CONTROL SIGNS/STREET NAME SIGNS**
 - Removed 2 Handicap signs
 - Painted 2 curbs black
 - Installed 1 Handicap sign
 - Painted 4 curbs blue
 - Installed 1 Stop sign & 1 Stop Ahead sign
 - Repaired 4 signs
 - Painted 3 curbs red

- **STREET SWEEPING**
 - 549 miles
 - 43 loads

- **MISCELLANEOUS**
 - Completed 55 Work Orders
 - Setup traffic control for job sites including State Highway road repairs
 - Cleaned & disinfected trucks & equipment
 - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St Bridge & Welch Ave. drainage ditch 4 times.
 - Picked up 10 dead animals
 - Picked up trash/discarded items on 4 occasions
 - Cleaned & disinfected MSC shop & offices multiple times daily
 - Mowed right of ways with street tractor 8 days
 - Completed tree & brush work in 16 areas

| STREET MAINTENANCE - AUGUST 2020 | | 8/3-8/7 | 8/10-8/14 | 8/17-8/21 | 8/24-8/28 | 8/31 | TOTAL |
|--|----------|---------|-----------|-----------|-----------|-------|--------|
| SERVICE REQUEST COMPLETED | | 15 | 12 | 9 | 17 | 2 | 55 |
| ASPHALT PROJECTS | TONS | 5t | | 1.5t | | | 6.5t |
| PAVING PERFORMED | TONS | | 18t | | 36t | 29.5t | 83.5t |
| CONCRETE WORK | CY | 1.25cy | | | | | 1.25cy |
| UTILITY HOLES REPAIRED | WATER | 4 | 1 | 5 | 2 | 1 | 13 |
| | SEWER | | | | | | 0 |
| | CY | 1.5cy | | 1.5cy | | | 3cy |
| | TONS | 37t | 18.5t | 33t | 8t | 3t | 99.5t |
| POTHoles FILLED | STREETS | 6 | | 2 | 3 | 2 | 13 |
| | ALLEYS | | 3 | | 2 | | 5 |
| | DAYS | 2 | 3 | 1 | 3 | 1 | 10 |
| | Cold Mix | | | | | | 0 |
| | TONS | 3.5t | 4t | 1t | 7t | 1t | 16.5t |
| PERMANENT PATCH | CY | | | | | | 0 |
| | TONS | | | | | | 0 |
| COMPLAINTS COMPLETED | | | | | | | 0 |
| | CY | | | | | | 0 |
| | TONS | | | | | | 0 |
| TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED | | 4 | | | | 1 | 5 |
| STREET NAME SIGNS REPAIRED/INSTALLED | | 1 | | | | | 1 |
| HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED | | | | | | | 0 |
| | | 1 | | | | | 1 |
| | | 2 | | | | | 2 |
| PAINTING PERFORMED | BLUE | 4 | | | | | 4 |
| | YELLOW | | | | | | 0 |
| | RED | 3 | | | | | 3 |
| PAVEMENT MARKINGS INSTALLED | No. | | | | | | 0 |
| STREET CLEANING | LOADS | 15 | 9 | 2 | 14 | 3 | 43 |
| | Miles | 184 | 148 | 31 | 151 | 35 | 549 |
| SWEEPER DUMPS HAULED TO LANDFILL | TONS | 6.3t | 20.9t | | | .35t | 27.55t |
| SALT BARRELLS - PICK UP, FILL | DAYS | | | | | | 0 |
| CLEANED BALTIMORE ST. UNDERPASS | Days | 1 | 1 | 1 | 1 | | 4 |
| CLEAN SNOW EQUIPMENT | Days | | | | | | 0 |
| BRUSH REMOVAL/TREE WORK | Areas | 1 | 7 | 3 | 5 | | 16 |
| Check Drains/Clean Debris | DAYS | | 1 | | 2 | | 3 |
| LEAF PICK UP | Loads | | | | | | 0 |

Setup traffic control for various job sites including State Highway road repairs

Picked up trash/discarded furniture on 4 different occasions

Applied "scratch" coat of hot mix asphalt with paver on Edgevale Ave, Omega Ave & Salem St

Mowed right of ways with street tractor 8 days

Picked up 10 dead animals

Cleaned & disinfected trucks and equipment

Cleaned & disinfected Municipal Center shop & offices multiple times daily

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
AUGUST 2020**

- Constitution Park , Mason's Complex and Area Parklets
 - Cleaned up garbage 3 times a week
 - Mowed & trimmed @ Constitution Park 19 days
 - Mowed & trimmed @ Mason's Complex 15 days
 - Mowed & trimmed parklets 15 days

- Ball Fields
 - Nonneman Field
 - Mowed 4 times
 - Lined 2 times
 - Northcraft Field
 - Mowed 4 times
 - Drug 1 time
 - Lined 4 times
 - Flynn Field
 - Mowed 4 times
 - Spiked 1 time
 - Drug 2 times
 - Lined 5 times
 - Cavanaugh Field
 - Mowed 2times
 - JC Field
 - Mowed 2 times
 - Long Field
 - Mowed 2 times
 - Abrams Field
 - Mowed 2 times
 - Galaxy Soccer Field
 - Mowed 2 times
 - Bowers Field
 - Mowed 3 times
 - Pistol Range
 - Mowed 2 times

■ Miscellaneous Work

- Performed basic housekeeping @ Municipal Building
- Cleaned, disinfected the Craft House & Activities Building
- Performed preventative maintenance on mowers, trimmers & blowers
- Prepared feed & bedding for ducks & geese @ the Duck Pond
- Cleaned, disinfected & performed preventative maintenance on Park & Rec vehicles
- Performed maintenance on pools @ Constitution Park
- Delivered basketball backboards to Centre St Playground
- Repaired vandalized playground equipment
- Performed maintenance and housekeeping on all Park bathrooms

Fleet Maintenance

August 2020

| | |
|---|------------|
| Total Fleet Maintenance Projects | 175 |
| Central Services | 1 |
| Community Development | 0 |
| DDC | 1 |
| Engineering | 3 |
| Fire | 12 |
| Flood | 3 |
| MPA | 0 |
| P & R Maintenance | 15 |
| Police | 28 |
| Public Works | 0 |
| Sewer | 19 |
| Snow Removal | 0 |
| Street Maintenance | 38 |
| Vehicle Maintenance | 9 |
| Water Distribution | 24 |
| Water Filtration | 3 |
| WWTP | 0 |
| Scheduled Preventive Maintenance | 13 |
| Service Calls | 6 |
| | |
| Total Work Orders Submitted | 12 |
| | |
| Risk Management Claims | 0 |
| | |
| Fork Lift Inspections | 0 |

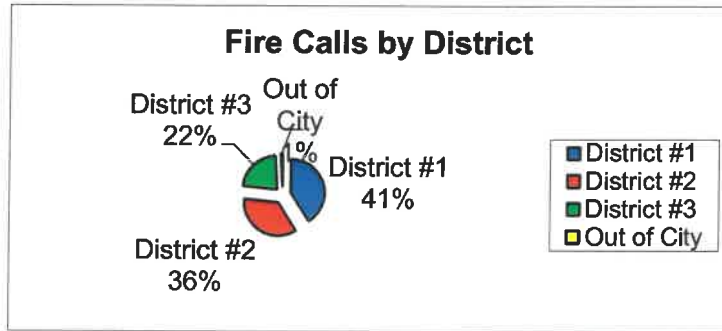
File Attachments for Item:

Fire Department monthly report for August, 2020

REPORT OF THE FIRE CHIEF FOR THE MONTH OF AUGUST, 2020
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 129 Fire Alarms:

| | |
|------------------------|-----------|
| Responses by District: | |
| District #1 | 48 |
| District #2 | 46 |
| District #3 | 31 |
| Out of City | 4 |
| | <hr/> 129 |



| | |
|-------------------------|-----------|
| Number of Alarms: | |
| First Alarms Answered | 128 |
| Working Alarms Answered | 1 |
| | <hr/> 129 |

Calls Listed Below:

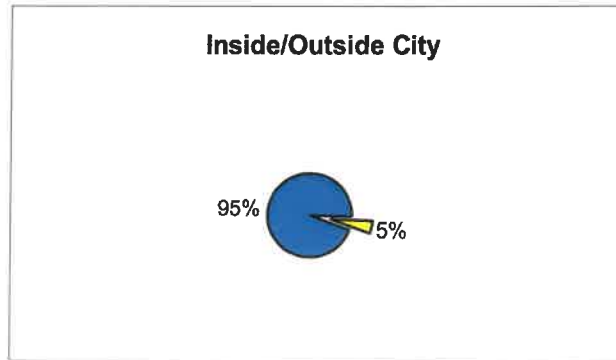
| | |
|--------------------|-----------|
| Property Use: | |
| Public Assembly | 2 |
| Industrial | 1 |
| Institutional | 4 |
| Residential | 76 |
| Stores and Offices | 7 |
| Manufacturing | 1 |
| Storage | 1 |
| Special Properties | 37 |
| | <hr/> 129 |

| | |
|-----------------------|-----------|
| Type of Situation: | |
| Fire or Explosion | 3 |
| Overpressure, Rupture | 3 |
| Rescue Calls | 73 |
| Hazardous Conditions | 8 |
| Service Calls | 11 |
| Good Intent Calls | 13 |
| Severe Weather | 2 |
| False Calls | 16 |
| | <hr/> 129 |

| | |
|---|------------|
| Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in August: | \$3,780.00 |
| Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date: | \$3,780.00 |
| Total Fire Service Fees for Fire Calls Paid in August: | \$294.74 |
| Total Fire Service Fees for Fire Calls Paid in FY2021: | \$300.00 |
| | |
| Fire Service Fees for Inspections and Permits Billed in August: | \$0.00 |
| Fire Service Fees for Inspections and Permits Paid in August: | \$0.00 |
| Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date: | \$150.00 |

Cumberland Fire Department Responded to 453 Emergency Medical Calls:

| | |
|-------------------|-----------|
| In City Calls | 435 |
| Out of City Calls | <u>18</u> |
| Total | 453 |



| | |
|---|--------------|
| Total Ambulance Fees Billed by Medical Claim-Aid in August: | \$134,885.00 |
| Ambulance Fees Billed Fiscal Year to Date: | \$219,603.50 |
| Ambulance Fees Paid: | |
| Revenue Received in August: | \$120,863.04 |
| Revenue: | |
| FY2021 Ambulance Fees Paid in FY2021: | \$79,075.20 |
| All Ambulance Fees Paid in FY2021: (Includes current and previous fiscal years, paid in FY2021.) | \$205,666.39 |

Cumberland Fire Department Provided 2 Paramedic Assist Calls:

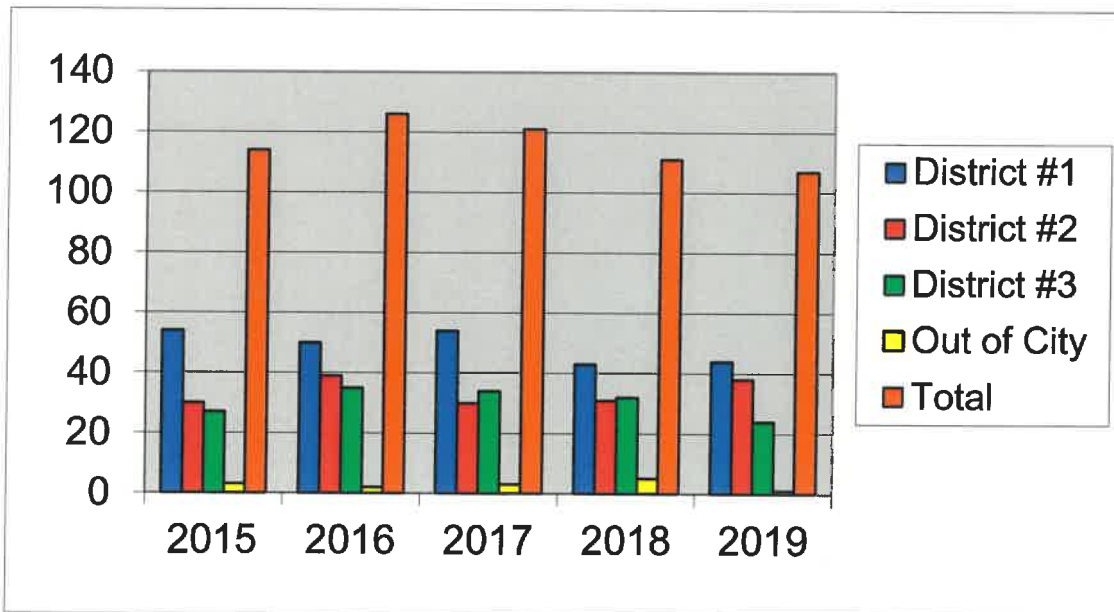
| | |
|---|---|
| 0 Paramedic Assist Calls within Allegany County | |
| 2 Paramedic Assist Calls outside of Allegany County | |
| <u>2</u> | |
| Ridgeley, WV VFD | 2 |

Cumberland Fire Department Provided 16 Mutual Aid Calls:

| | |
|---|----------|
| 9 Mutual Aid Calls within Allegany County | |
| 7 Mutual Aid Calls outside of Allegany County | |
| <u>16</u> | |
| Bowman's Addition VFD | 3 |
| Cresaptown VFD | 4 |
| District #16 VFD | <u>2</u> |
| | 9 |
| Ridgeley, WV VFD | <u>7</u> |
| | 16 |

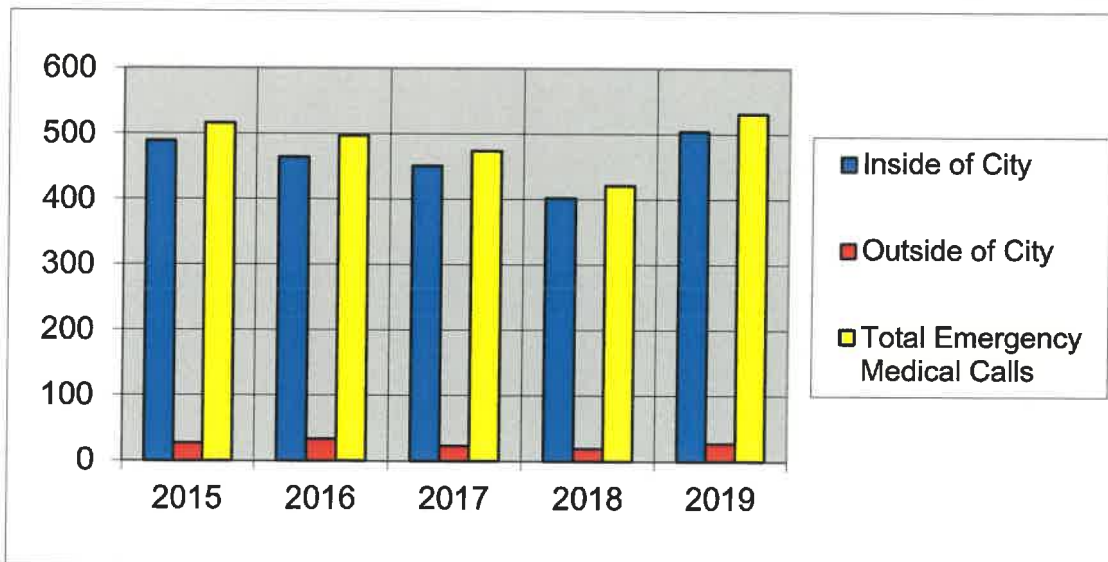
Fire Calls in the Month of August for a Five-Year Period

| | <u>2016</u> | <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> |
|-------------|-------------|-------------|-------------|-------------|-------------|
| District #1 | 50 | 54 | 43 | 44 | 48 |
| District #2 | 39 | 30 | 31 | 38 | 46 |
| District #3 | 35 | 34 | 32 | 24 | 31 |
| Out of City | <u>2</u> | <u>3</u> | <u>5</u> | <u>1</u> | <u>4</u> |
| Total | 126 | 121 | 111 | 107 | 129 |



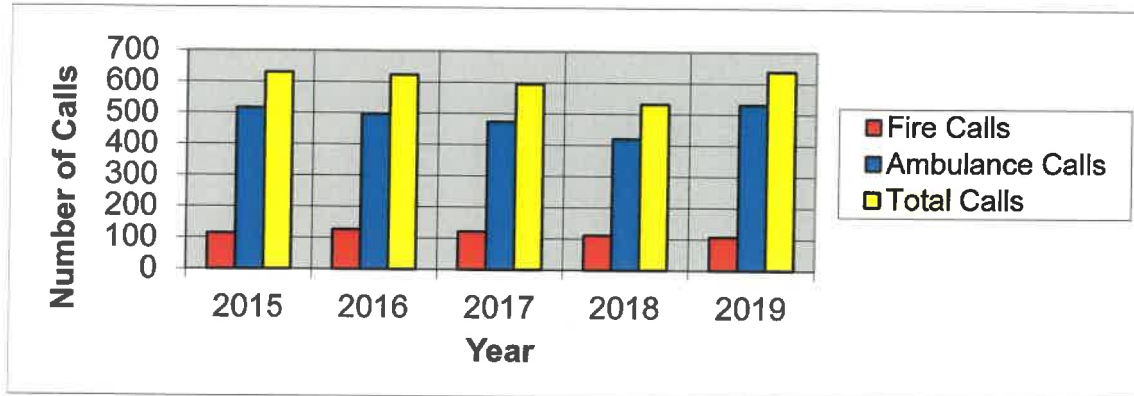
Ambulance Calls in the Month of August for a Five-Year Period

| | <u>2016</u> | <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> |
|-------------------------------|-------------|-------------|-------------|-------------|-------------|
| Inside of City | 464 | 451 | 402 | 504 | 435 |
| Outside of City | <u>33</u> | <u>23</u> | <u>19</u> | <u>27</u> | <u>18</u> |
| Total Emergency Medical Calls | 497 | 474 | 421 | 531 | 453 |



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

| | <u>2016</u> | <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>202</u> |
|-----------------|-------------|-------------|-------------|-------------|------------|
| Fire Calls | 126 | 121 | 111 | 107 | 129 |
| Ambulance Calls | 497 | 474 | 421 | 531 | 453 |
| Total Calls | 623 | 595 | 532 | 638 | 582 |



Training

Training Man Hours: 313.00

Training Listed Below:

| | |
|-----------------------------------|--------|
| Discuss Safety Issues | 5.50 |
| Radio Familiarization | 16.50 |
| Pump Operations | 18.00 |
| Aerial Operations | 7.00 |
| Apparatus Check Procedures | 66.00 |
| Aircraft Landing Procedures | 18.00 |
| Ladder Testing | 30.00 |
| SCBA Inspection and Care | 11.00 |
| SCBA Donning Methods | 3.00 |
| Inservice Inspections | 24.00 |
| COVID-19 Testing | 1.50 |
| Stryker Power Pro Operations | 5.50 |
| Strategic and Tactical Operations | 11.00 |
| Ladder Training | 27.50 |
| Fire Officer I Class | 18.00 |
| Hose Lines | 4.00 |
| Physical Fitness | 18.00 |
| Instructor PDI | 19.50 |
| Rescue Tools | 9.00 |
| | <hr/> |
| | 313.00 |

Fire Prevention Bureau

| | |
|--------------------------|----|
| Complaints Received | 5 |
| Conferences Held | 47 |
| Correspondence | 6 |
| Inspections Performed | 3 |
| Investigations Conducted | 1 |
| Plan Reviews | 4 |

File Attachments for Item:

Police Department monthly report for August, 2020



City of Cumberland Department of Police

Monthly Report
August 2020



City of Cumberland Department of Police

Monthly Report

August 2020

Part 1 Crimes for the Month

| | 2019 | | 2020 | | | 2019 | | 2020 | | | 2019 | | 2020 | |
|---------------------|------|---|----------------|----|----|-----------------|---|------|------|---|------|--|------|--|
| Aggravated Assaults | 17 | 7 | B & E (All) | 29 | 19 | Murder | 0 | 0 | Rape | 0 | 0 | | | |
| Robbery | 1 | 4 | Theft - Felony | 7 | 3 | Theft - Vehicle | 2 | 0 | | | | | | |

Selected Criminal Complaints for the Month

| | 2019 | | 2020 | | | 2019 | | 2020 | | | 2019 | | 2020 | |
|---------------------|------|-----|-------------------|----|----|-------------------|----|------|-----------------|----|------|--|------|--|
| Theft - Misdemeanor | 25 | 24 | Theft - Petty | 37 | 28 | Domestic Assaults | 34 | 36 | CDS | 52 | 70 | | | |
| Disturbances | 161 | 148 | DOP/Vandalism | 22 | 24 | Indecent Exposure | 2 | 0 | Sex Off - Other | 5 | 4 | | | |
| Suicide | 0 | 0 | Suicide - Attmp. | 0 | 0 | Tampering M/V | 0 | 0 | Abuse - Child | 0 | 3 | | | |
| Trespassing | 16 | 15 | Assault on Police | 2 | 0 | Assault Other | 38 | 25 | | | | | | |

Selected Miscellenous Incidents for the Month

| | 2019 | | 2020 | | | 2019 | | 2020 | | | 2019 | | 2020 | |
|-------------------|------|----|------------------|----|----|-----------------|---|------|---------------------|----|------|--|------|--|
| Alcohol Volations | 19 | 25 | Juvenile Compl. | 25 | 19 | Missing Persons | 7 | 10 | School Resource | 20 | 0 | | | |
| School Threat | 0 | 0 | Sex Off. Regist. | 11 | 9 | Truancy | 0 | 0 | Death Investigation | 5 | 3 | | | |

Selected Traffic Incidents for the Month

| | 2019 | | 2020 | | | 2019 | | 2020 | | | 2019 | | 2020 | |
|-----|------|---|-----------|----|----|-----------|----|------|--------------|-----|------|--|------|--|
| DWI | 14 | 7 | Hit & Run | 16 | 20 | M/V Crash | 67 | 51 | Traffic Stop | 443 | 345 | | | |

Selected Service Calls for the Month

| | 2019 | | 2020 | | | 2019 | | 2020 | | | 2019 | | 2020 | |
|---------------------|------|----|-----------------|----|----|------------------|-----|------|---------------------|----|------|--|------|--|
| Alarms | 51 | 57 | Assist Motorist | 30 | 29 | Check Well-Being | 106 | 98 | Foot Patrol | 92 | 83 | | | |
| Assist Other Agency | 82 | 65 | Bike Patrol | 41 | 0 | Special Events | 17 | 4 | Suspicious Activity | 86 | 77 | | | |

Current Incident Status for the Month

| | 2019 | | 2020 | | | 2019 | | 2020 | | | 2019 | | 2020 | |
|------|------|-----|--------|-----|-----|--------|------|------|-----------|----|------|--|------|--|
| Open | 39 | 136 | Arrest | 309 | 244 | Closed | 1973 | 1940 | Suspended | 49 | 46 | | | |

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

AUGUST 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: 846.25 | YEAR TO DATE (beginning 07/01/20): 1885.25 |
| COMP TIME USED: 259.5 | YEAR TO DATE (beginning 07/01/20): 476 |
| SICK TIME USED: 200 | YEAR TO DATE (beginning 07/01/20): 384 |

OVERTIME REPORT

| | |
|-------------------------|--|
| OVERTIME WORKED: 255.25 | YEAR TO DATE (beginning 07/01/20): 519 |
| HOSPITAL SECURITY: 48 | YEAR TO DATE (beginning 07/01/20): 216 |
| COURT TIME WORKED: 33 | YEAR TO DATE (beginning 07/01/20): 90 |

File Attachments for Item:

Utilities Division - Flood/Water/Sewer monthly report for August, 2020

Watershed

Trimmed trees & brush on 16" AES main (several days)
 Installed valve box riser on Slider Ln - AES line
 Refueled Bobcat for 304 - South Street project
 Refilled portable tank on 379
 Refueled 382 road tractor
 Filled mixed and regular gas cans
 Weed eated around valve boxes & painted them (several days)
 Took John Deere tractor to Somerset for repairs
 Cleared brush & painted valve boxes on fire roads
 Removed trees from fire trails (several days)
 Mowed AES line
 Weed eated around valves and fire hydrants
 Mowed, cut brush and painted valves - Independence St & Valley St
 Moved equipment
 Performed maintenance on AGCO
 Checked on water line flood damage
 Mowed fire trails (several days)
 Removed couch, love seat, television that was over bank
 Moved backhoe to dam to do PM on it
 Refueled tank on 379
 Weed eated around gates (several days)
 Mowed around lower dam
 Weed eated gates
 Line Locate - 12915 Growdenvale
 Refueled equipment on South St project (several times)
 Installed new window in Agco
 Cut up downed tree from field on watershed
 Trimmed trees and removed downed trees - 24" main Independence St
 Cleared trees, brush & weed eated 36" main - Adams Farm
 Cut & cleared brush off 24" main - Valley Rd side
 Cleaned shop/Performed maintenance on pole saws/chain saw/weed eater
 Removed trees from Valley Rd water line & upper dam/Cut tree back on AES line - Weed eated Eastmand Rd water line

Projects

| | | | | | |
|---|-----------|-----------|-----------|-----------|------------|
| Projects - SOUTH ST MAIN REPLACEMENT | 16 | 22 | 19 | 15 | 72 |
| GRAND TOTAL | | | | | 732 |

August 2020 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates

Check sewage regulators

Run gate operators

Safety meeting

Preform other maintenance work as required

Mowing

Rt.28 ditch, West Levee ditch, Parklets, Moose & Kelly Blvd., Narrows, Dentist Office

Viaduct, Furlows, Bd. Of Ed., Bullpen, Mill Race.

Rt. 28 Levee, West levee, all fields

Hoist inspection

Herbicide Treatment

SEWER BRANCH

| | |
|---------------------------------|--------------------------------|
| Calls answered | 11 |
| Service lines opened | 3 |
| Owner's trouble | 8 |
| Traced lines/main | 321 |
| Mains Repairs/ Replace | 4 |
| Sewer taps installed/replaced | 0 |
| Cleaned catch basins | 39 |
| Cleanouts installed | 2 |
| Televised sewer mains | 456 FEET |
| Televised sewer lines | 0 |
| Call outs/ overtime | 12 callouts/ 29 hours overtime |
| Weekly check of overflows, pits | 4 |

| | |
|----------------------------|--------------|
| Catch basin repair/rebuild | 3 |
| Flushed mains | 7,463 Feet |
| Gallons of water used | 12,000 Gals. |
| 608 Flush truck | 16,000 Gals. |
| 605 Vac-con truck | 4,000 Gals. |

Safety meeting

S. George St. rebuilt inside of catch basin, reset grate and rebuilt lid.

715 Edgevale Ave. rebuilt catch basin

800 Edgevale Ave. rebuilt catch basin

515 City View Terr. Repair 8in sewer main

52 South St. repair sewer main in street.

109 Baltimore St. on Dexter Pl. repair sewer service line and

12in sewer main. Installed two c/o one on service line and one on sewer main.

Hydro 4 sites (sewer)

Hydro 6 sites (water)

Cleaned scum well (W.W.T.P.)

File Attachments for Item:

Approval of the Regular Session Minutes of July 21, 2020; Closed session minutes of July 7 and July 21, 2020



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
Via Video Conference

DATE: July 21, 2020

I. CLOSED SESSION

1. 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 negotiation issues pertaining to the UFCW Local 1994 representing members of the Cumberland Police Department.

II. OPEN SESSION

1. 6:15 PM - Convene in Open Session

The 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/85208581468?pwd=aW4wZytKV3RlVjVCZlgyYmRWOTVtdz09>

Use Meeting ID (852 0858 1468) Password (470659)

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.woording@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.

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

1. Summary Statement of the closed meeting held Tuesday, July 21, 2020

Mayor Morriss announced that a Closed Session had been held on July 21, 2020 at 5:45 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. Director's Reports

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

(A) Administrative Services

Administrative Services monthly report for May, 2020

(B) Public Works

Maintenance Division monthly reports for May & June, 2020

(C) Fire

Fire Department monthly report for June, 2020

(D) Utilities - Flood, Water, Sewer

Utilities Division Flood/Water/Sewer monthly report for June, 2020

VI. Approval of Minutes

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

1. Approval of the Closed Session Minutes of May 12, 2020, the Regular Session Minutes of June, 2, 2020, and the Work Session Minutes of June 9, 2020

VII. Public Hearings

1. Public Hearing - to receive comment on the Draft Analysis of Impediments to Fair Housing Plan presented by Manuel T. Ochoa, AICP, and Lisa Sturtevant, PhD, representatives of LSA Consultants who prepared the Plan

The Public Hearing convened at 6:36 p.m.

Manuel Ochoa of LSA (Lisa Sturtevant & Associates, LLC) reviewed the plan and timeline which is an update from their last meeting, and identifies fair housing issues. He advised that this is being done as part of the City's obligation under the Fair Housing Act for grant funds, and reviewed the Fair Housing rights and obligations. He added that the state of Maryland has additional protections. He also reviewed the great strides and progress the City has made, recommendations, and encouraged Mayor and Council to use impediments found as a tool to think about how to use any funds received.

Lisa Sturtevant reviewed data findings, discussing housing and home ownership rates, rental housing stock, blighted properties, and their demographics. She discussed the findings of limited public transportation, and the demographics related to that issue, as well as the demographics of access-to-employment information from HUD. Ms. Sturtevant also discussed school quality and healthy neighborhoods. Mr. Ochoa advised that final approval and transmission to HUD would be in early August.

Mayor Morriss opened up the floor for questions. There were no questions from Council or the public. The Mayor thanked Mr. Ochoa and Ms. Sturtevant, and stated that the key is looking at the goals and the roadmap for achieving those goals.

The Public Hearing adjourned at 7:15 p.m.

VIII. Unfinished Business

(A) Charter Amendment Resolutions

Mr. Rhodes reviewed the Resolution that will empower the City Administrator to declare emergencies, and the Mayor and City Council to pass executive orders. He stated that the Coronavirus this year really brought into light the need of the City's ability to respond quickly in an emergency situation. Mr. Cohen stated that the Administrative orders will last for a period of 30 days, while the ones passed by Mayor and City Council will last indefinitely or until the emergency ends or are rescinded.

1. **Charter Amendment Resolution 148** (2nd and 3rd readings) - amending Section 73A of the City Charter to empower the City Administrator to declare emergencies in certain events and pass temporary administrative orders necessary for the preservation of the public health, safety and/or welfare, and to empower the Mayor and City Council to pass executive orders in emergencies

SECOND READING: The Resolution was presented in title only for its Second Reading. On a motion made by Councilman Bernard, seconded by Councilman Frazier, the Second Reading was passed on a vote of 5-0. Mayor Morriss called for questions or comments. Being none, the Resolution moved to its Third Reading.

THIRD READING: The Resolution was presented in title only for its Third Reading and was passed on a vote of 5-0.

(B) Ordinances

Mr. Rhodes reviewed the Ordinance that will provide for the closure of a portion of an unnamed alley and a portion of East Street, and gave a brief description of that location. He stated that these parcels lay between City-owned lands that will be sold to Allegany Junction LP, which will allow for the apartment project to move forward.

1. **Ordinance No. 3873** (*2nd and 3rd readings*) - providing for the closure of 1) a portion of an unnamed alley running north from its intersection with East Street, and 2) a portion of East Street between Reynolds Street and Interstate 68. Both parcels lay between lands owned by the Mayor and City Council of Cumberland and the City has agreed to sell the lands to Allegany Junction LP pursuant to the terms of a Purchase Agreement previously executed by both parties

SECOND READING: The Ordinance was presented in title only for its second reading. The reading was interrupted and a motion to suspend the Second Reading and move to the Third after comment was made by Councilman Bernard, seconded by Councilman Frazier, 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.

IX. New Business

(A) Resolutions

Mr. Rhodes provided background on the Resolutions, which provide for property tax credits through legislation by the Annotated Code of Maryland. Motion to approve Resolution No. R2020-01 was made by Councilman Frazier, seconded by Councilman Cioni, and was passed on a vote of 3-0, with President Morriss and Councilman Frazier abstaining. Motion to approve Resolution No. R2020-02 was made by Councilman Cioni, seconded by Councilman Bernard, and was passed on a vote of 4-0, with President Morriss abstaining.

1. **Resolution No. R2020-01** granting the WMSR Development Corporation a property tax credit for the years 2019-2020 and 2020-2021
2. **Resolution No. R2020-02** granting the Cumberland Outdoor Club, Inc. a property tax credit for FY21

(B) Ordinances

Mr. Rhodes provided background on the Ordinance which pertains to changes in City Code regarding refuse collection and solid waste regulations.

Mr. Cohen explained that when this Ordinance takes effect any garbage other than tree branches and recyclables will have to be bagged, in any kind of bags, as long as there is no loose refuse. He further advised that market-type bags could not be placed on the curb, they must go in a garbage container, and stated that only commercially-produced plastic bags could be left on the curb outside of a container. Mr. Cohen reviewed other changes as well, explaining the changes in what is acceptable for plastic recycling. Mayor Morriss clarified that grass clippings as well have to be bagged. Mr. Rhodes added that these changes will not impact the fall leaf collection.

1. **Ordinance No. 3874** (*1st reading*) - 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

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 Cioni, and was passed on a vote of 5-0.

(C) 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. 26671-26681 was made by Councilman Frazier, seconded by Councilman Cioni, and was passed on a vote of 5-0.

Motion to approve Consent Agenda Item No. 26682 only was made by Councilman Frazier, seconded by Councilman Cioni, and was passed on a vote of 4-0, with Councilwoman Marchini abstaining.

Order 26,671 - granting David Romero, 55 Baltimore St., a Special Taxing District exemption for the tax year 2018-2019 in the amount of \$1,084.71, and for the tax year 2019/2020 in the amount of \$1,094.51

Mr. Rhodes clarified for Councilman Cioni that these exemptions are permitted as relief from the mall tax for a portion of the building used for residential purposes.

Order 26,672 - accepting the proposal from Local Government Insurance Trust (LGIT) to provide FY21 insurance coverage for Police Professional Liability, Property Insurance, General Liability, Excess Liability, and Auto Coverage for the estimated cost of \$243,241.00

Order 26,673 - accepting the State Bid proposal of Hertrich Fleet Services, Inc. for four (4) 2021 Ford Police Interceptor vehicles for the not-to-exceed cost of \$148,232

Order 26,674 - authorizing the Chief of Police to accept a FY21 GOCCP Gun Violence Reduction Grant in the amount of \$6,000 to provide overtime funds for gun related investigations and specialized gun interdiction patrols

Order 26,675 - Declaring twenty (20) unimproved parcels of property owned by the City to be surplus and authorizing them for sale to the general public through a closed bid process

Order 26,676 - authorizing hotel / motel funding allotments to various community groups in the total amount of \$35,697

Order 26,677 - authorizing changes to the monthly permit fees for the George Street Garage, Frederick Street Garage, Lot No. 1, Lot No. 3, and Lot No. 6

Order 26,678 - authorizing payment to Link Computer Corporation for MuniLink utility billing cloud-based software services through FY21 in the amount not to exceed \$38,622

Order 26,679 - authorizing execution of a Lease Agreement with Allegania Restaurant to allow for the use of a certain portion of the public right-of-way adjacent to 129 Baltimore Street for the term of July 1, 2020 through May 31, 2021

Order 26,680 - authorizing the Mayor to execute Employment Agreements with full-time probationary police officers hired during FY21

Order 26,681 - accepting the bid of Cessna Bros. for the 2020 ECWC Watershed Timber Sale (10-20-WFP) in the lump sum amount of \$115,123.00 and rejecting all other bids

Order 26,682 - authorizing payment to CBIZ Insurance Services, Inc. for Public Officials Liability coverage, provided through ACE American Insurance Company, for the period July 1, 2020 through June 30, 2021 in the amount of \$18,968

X. Public Comments

Jeff Hedrick advised that he has a petition with 700 signatures asking the Mayor and Council to publicly support the intent to wear masks in the City, and stated that from what he's gathered each member has given their support. He then thanked the Mayor & Council for all the work they've done, and also for the Mayor's weekly updates, which he stated have been very reassuring and shows that they are concerned about the safety and well-being of the City's residents. He asked Council that if they support putting out a specific referendum or order to enforce mask-wearing & social-distancing, that they keep in mind that one of the issues is education and re-explaining the importance of enforcement of masks to businesses and the public, and making sure that everyone works together to keep everyone safe, with no mixed messages.

Mayor Morriss thanked Mr. Hedrick for his comments, and said he can assure him that the Mayor and Council are all in agreement of mask-wearing being critical to public health and safety to prevent the spread of the virus. He stated that as far as enforcement and violations, the City will enforce all of it – it's not a pick-and-choose of the laws of the state and the country. The Mayor also stated the Cumberland Police Department has been responding each time they've received a call from a citizen reporting an executive order violation, and the City wants to continue that. He recommended that citizens use the number 301-777-1600 to report violations, rather than the 911 dispatcher. He further stated that 1) it's important for citizens to speak up or say something to the owner of the establishment, and 2) to call the police department and they will respond.

Mayor Morriss stated that he had spoken with Chief Ternent today and was assured that they have responded to each call, and said it's critical for everyone to understand mask-wearing is important, and a requirement. Fines can be imposed.

Councilwoman Marchini thanked Mr. Hedrick for putting this issue in front of the Mayor and Council and stated that they have received other letters from people that refute that masks keep people safe and that there isn't any scientific evidence. The Councilwoman made reference to an

article in the Journal of the American Medical Association, where the CDC reviewed the latest science and affirmed that a cloth face covering is a critical tool in the fight against Covid-19, especially when used universally in communities, and read a quote from the article that “face coverings are the greatest line of defense against this deadly disease.” The Councilwoman reminded everyone that we are in fact fighting a war, that already three times the number of people that died in the Vietnam war, have died from this virus, and asked why is there fighting about something that is so easy to do. She also wanted to remind everyone that wearing a mask protects people around you, and is an easy thing to do to potentially save someone’s life.

All of Council commented that everyone needs to get on board and wear masks to protect everyone.

All public comments are limited to 5 minutes per person

XI. Adjournment

With no further business at hand, the meeting adjourned at 7:53 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Summary

July 21, 2020, at 5:45 p.m.

Via Video Conference

On July 21, 2020, the Mayor and City Council met in closed session at 5:45 p.m. via video conference to discuss negotiation issues with the UFCW Local 1994, representing members of the Cumberland Police Department, pursuant to Section 3-305(b)(9) of the General Provisions Article of the Annotated Code of Maryland.

Persons in attendance included Mayor Raymond Morriss; Council Members: Seth Bernard, Richard Cioni, Eugene Frazier, and Laurie Marchini; Jeff Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Ken Tressler, Director of Administrative Services

On a motion made by Council Member Bernard and seconded by Council Member Marchini, Council voted 4-0 to close the session, with Council Member Cioni absent at vote.

No actions were voted upon and the meeting was adjourned at 6:28 p.m.



Raymond M. Morriss, Mayor

JUL 21 2020

Entered into the public record on _____

File Attachments for Item:

Resolution R2020-04 - granting the Cumberland Economic Development Commission a property tax credit for the 2020-2021 tax year

City of Cumberland
- Maryland -

RESOLUTION

RESOLUTION NO. **R2020-04**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND,
GRANTING THE CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION
A PROPERTY TAX CREDIT FOR THE TAX YEAR 2020-2021.**

- WHEREAS,** the Mayor and City Council of Cumberland is, by State Law, granted the authority to impose taxes upon the assessed valuation of property situated within the City of Cumberland against the owners of such property; and
- WHEREAS,** Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland provides that a municipal corporation in Allegany County may grant, by law, a property tax credit against certain property owners; and
- WHEREAS,** the Cumberland Economic Development Corporation is such a property owner designated in Section 9-302(b)(17) of the Tax-Property Article of the Annotated Code of Maryland; and
- WHEREAS,** the Cumberland Economic Development Corporation has, pursuant to Section 9-301(e)(1), applied for the property tax credit; and
- WHEREAS,** the Mayor and City Council of Cumberland desires to grant to the Cumberland Economic Development Corporation a property tax credit against the municipal corporation property tax imposed on the Cumberland Economic Development Corporation for the tax year 2020-2021.

NOW, THEREFORE, BE IT RESOLVED THAT, the Cumberland Economic Development Corporation be and is hereby granted a property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax year 2020-2021.

*Given under our Hands and Seals this 15th day of September, 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:

Order 26,707 - authorizing the Chief of Police to enter into an FY21 Memorandum of Understanding (MOU) with the Allegany County Health Dept. to conduct mini take-back events within the community and provide medication pick-up services in an attempt to reduce opioid misuse. \$3,000 in police overtime grant money has been appropriated by the Allegany County Health Department for this initiative

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

ORDER NO. 26,707

DATE: September 15, 2020

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

THAT, the Chief of Police be and is hereby authorized to enter into a Memorandum of Understanding (M.O.U.) with the Allegany County Health Department on behalf of the City of Cumberland Police Department to receive grant monies appropriated by the Allegany County Health Department in the amount of Three Thousand Dollars and No Cents (\$3,000.00), to conduct mini take-back events within the community and provide medication pick-up services to home-bound individuals between September 1, 2020 and June 7, 2021 in an attempt to reduce opioid misuse.

Raymond M. Morriss, Mayor

Grant Award No. F-870

MEMORANDUM OF UNDERSTANDING

between

ALLEGANY COUNTY HEALTH DEPARTMENT

12503 Willowbrook Road SE
Cumberland, MD 21502

and

CUMBERLAND CITY POLICE DEPARTMENT

20 Bedford Street
Cumberland, MD 21502

This agreement is funded through grant monies made available from the Maryland Department of Health Office of Population Health Improvement (Opioid Misuse Prevention Program, award #F-870) Fiscal Year 2021 – Time period for Memorandum of Understanding from September 1, 2020 to June 30, 2021. As the Health Department is a government agency, this award does not permit allowance for indirect costs or the cost for use of agency vehicles.

Overtime hours = Approx. 85 hours x \$35.00 hourly rate* = \$3,000.00

*Hourly overtime rate may vary per officer.

The Allegany County Health Department agrees to pay Cumberland City Police Department an amount not to exceed \$3,000.00 for the following services:

1. Provide medication pick up services to homebound individuals.
2. Conduct mini-take back events within community.


As a recipient of a Behavioral Health Administration mini-grant, the Cumberland City Police Department agrees to submit reports (see attachment #1) and invoices (including over time vouchers, and receipts) for the above stated services on a monthly basis. **Invoices and reports should only reflect the services and expenses from this grant award, and should not be combined with any other Health Department grant funding (if applicable).**

Deadline for monthly report is the 5th of every month. **Exception: the last report and invoice must be submitted no later than June 7, 2021.**

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


Chief Chuck Terent
Cumberland City Police Department

Date: 9/31/20


Jehelle Mayer
Health Officer
Allegany County Health Department

Date: 8/28/2020

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

Council Agenda Summary

Meeting Date: September 15, 2020

Agenda Item Number: FY21 Health Department Opioid Misuse Prevention grant

Key Staff Contact: Capt. Chuck Ternent/Lt. Andrew Tichnell

Item Title:

FY21 Health Department Opioid Misuse Prevention grant

Summary:

Authorize the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to conduct mini-take back events within the community and provide medication pick up services to home-bound individuals between September 1, 2020 and June 7, 2021; in an attempt to reduce opioid misuse. \$3,000 in police overtime money has been appropriated by the Allegany County Health Department for this initiative.

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.) | |

File Attachments for Item:

. Order 26,708 - abating the 2019-2020 taxes at 118 Baltimore Street, owned by the Cumberland Economic Development Corporation (CEDC)

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

ORDER NO. 26,708

DATE: September 15, 2020

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

THAT, 2019-2020 taxes for the property at 118 Baltimore Street (Tax Acct. 14-005005), owned by the Cumberland Economic Development Corporation (CEDC), be and are hereby abated.

Raymond M. Morriss, Mayor

CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION
60 Pershing Street, Cumberland, MD 21502
(301) 722-4173

VIA E-MAIL & USPS

Mayor & City Council of Cumberland
57 N. Liberty Street
Cumberland, Maryland 21502

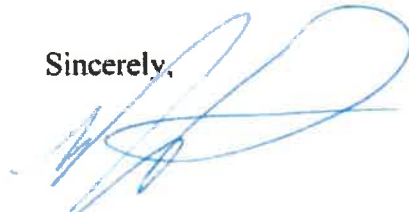
Re: CEDC Request for Real Estate Tax Credit
118 Baltimore Street, Cumberland MD 21502

Dear Mayor and City Council:

I am writing on behalf of the Cumberland Economic Development Corporation (the "CEDC") to request that you grant a tax credit in the full amount of the real estate taxes owed against 118 Baltimore Street, Cumberland MD 21502 (the "Premises") for the tax year July 1, 2019 to June 30, 2020. As you are aware, the Premises is titled in the name of the CEDC and it is being redeveloped pursuant to your comprehensive economic development plan. Your assistance in this regard is greatly appreciated.

Please do not hesitate to reach out to me if you have any questions or concerns.

Sincerely,



Matthew Miller
Executive Director
Matt.miller@choosescumberland.org

File Attachments for Item:

. Order 26,709 - accepting the proposal from Constellation NewEnergy, Inc. to supply a fixed price electric supply for a new supply location at the CSO Storage Facility, 400 E. Offutt Street, from 9/24/20 to 11/24/22 at a fixed rate of \$0.05229 kWh

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

ORDER NO. 26,709

DATE: September 15, 2020

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

THAT, the proposal from Constellation NewEnergy, Inc. to supply a fixed price electric supply for a new supply location at the CSO Storage Facility at 400 E. Offutt Street from September 24, 2020 to November 24, 2022 at a fixed rate of \$0.05229 kWh; and

BE IT FURTHER ORDERED, that the Mayor and/or City Administrator be and are hereby authorized to execute documents effect this service.

Raymond M. Morriss, Mayor

UDC Acct. No.:
08054808715001529165
Service Address:
E Offutt St., BLK LT O, Cumberland, MD 21502



**Agreement is Not
Valid Unless
Executed by Seller**

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

MAYOR AND CITY COUNCIL OF CUMBERLAND (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

| | |
|--|-------|
| Energy Costs | Fixed |
| Ancillary Services And Other ISO Costs | Fixed |
| Auction Revenue Rights Credits | Fixed |
| Capacity Costs | Fixed |
| Transmission Costs | Fixed |
| Transmission Loss Credits | Fixed |
| Line Loss Costs | Fixed |
| FERC Order 745 Costs | Fixed |
| Balancing Congestion Costs | Fixed |
| Transmission Reallocation Costs | Fixed |
| Renewable Portfolio Standards Costs | Fixed |
| Maryland OREC Costs | Fixed |

The contract prices contained in the Account Schedule include credit costs and margin. Any applicable RMR Costs are also included in the contract prices. Selecting “Transmission Costs” as “Fixed” means that these costs are included in your contract price and are not subject to change unless there has been a Change in Law pursuant to Section 5 of the General Terms and Conditions below. For clarity, we will not pass through any future changes in Transmission Costs based on the UDC’s regular adjustments to Network Transmission Service and Transmission Enhancement rates.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions (“RTTs”) between us. If we both agree to the

FOR INTERNAL USE ONLY

pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + \$.015000/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Maryland, your maximum demand exceeds 100 kilowatts and that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

Consumer Protections, State Public Utility Commission, and UDC Information. If you are a Maryland consumer, you acknowledge Consumer Protection Orders adopted by the Maryland Public Service Commission in Case No. 8738 and Order Nos. 75949, 76110, 76931, and to the extent they can be waived under applicable law, you affirmatively waive those protections, including but not limited to the right of a 10 day rescission period, evergreen or automatic renewal requirements, "wet" signature requirements, price comparison guidelines, second notice for renewals requirement, and termination and price change notice requirements, except to the extent specifically provided for herein. If there is any conflict between this Agreement and the referenced orders or tariffs, you agree that this Agreement shall control to the extent permissible under applicable law.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

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Sales Rep: Shital K Patel

G353826.16556.0

Printed: 8/28/2020

| UDC Name | UDC Abbreviation | Contact Numbers |
|----------------|------------------|-----------------|
| Potomac Edison | PE-MD | 1-888-544-4877 |

Additional information may be obtained by contacting the Public Service Commission (“PSC”) of Maryland at: 1-800-492-0474, 6 St. Paul Street, Baltimore, MD 21202-6806, OR the PSC of the District of Columbia at: (202) 626-5100, 1333 H Street, NW, 6th Floor, East Tower, Washington, D.C. 20005, OR the Pennsylvania Public Utility Commission at: (717) 783-1740, P.O. Box 3265, Harrisburg, PA 17105-3265, OR the Delaware PSC at (302) 739-4247, **861 Silver Lake Boulevard, Cannon Building, Ste 100, Dover, DE 19904.**

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Mayor and City Council of Cumberland

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date: _____

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002

Address: 57 N Liberty St
Cumberland, MD 21502-2331

Attn: Contracts Administration

Fax: **888-829-8738**

Fax:

Phone: **844-636-3749**

Phone:

Email:

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Sales Rep: Shital K Patel

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Printed: 8/28/2020

General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule.

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kW/h difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Maryland Offshore Renewable Energy Certificate Costs" or "Maryland OREC Costs" means all costs related to complying with the state of Maryland's renewable portfolio standard requirement for the purchase of

offshore wind energy. If Maryland OREC Costs are not included in the contract price, then at such time when we are required to pay for ORECs, we will invoice you the incremental costs of the OREC obligations (at the levels required by currently applicable Law) as the product of (i) the Monthly Maryland OREC Price (as converted to \$/kWh); and (ii) an Account's monthly kWh usage. The "Monthly Maryland OREC Price" is the price of renewable portfolio standards compliance for Offshore Wind RECs for the Account, for a particular month, as set by the Maryland Public Service Commission.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" or "RPS Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by applicable Law, provided however, if Maryland OREC Costs (defined above) are selected as "Passed Through," those costs will be charged separately from RPS Costs. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Costs" means the charge for Network Transmission Service and Transmission Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"Transmission Reallocation Costs" means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

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2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be

included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was **not** prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND

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UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us,

supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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ACCOUNT SCHEDULE:

For: Mayor and City Council of Cumberland

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on August 28, 2020

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

| UDC | UDC Account Number | Service Address | Start Date | End Date | Energy Price Non TOU (\$/kWh) |
|------------|---------------------------|--|-------------------|-----------------|--------------------------------------|
| PE-MD | 08054808715001529165 | E Offut St, BLK LT 0, Cumberland, MD 21502 | 09/24/20 | 11/24/22 | \$0.05229 |

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

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Sales Rep: Shital K Patel

G353826.16556.0 Printed: 8/28/2020

Council Agenda Summary

Meeting Date: September 15, 2020

Agenda Item Number: Enter Text Here

Key Staff Contact: Raquel Ketterman

Item Title:

The proposal of Constellation Energy to supply a fixed price electric supply for the City's electric account 08054808715001529165 (E Offutt St. BLK LT 0 Cumberland MD 21502) from 9/24/2020 to 11/24/2020 at a fixed rate of \$0.05229 kWh.

Summary:

This is a new electric supply to the City's CSO Storage Tank adjacent to the Water Reclamation Facility at 400 E. Offutt Street. The rate varies from the other MD rates due to the original agreement with Constellation signed in 2017 before the incremental MD Renewable Portfolio Standard (RPS) charges were implemented. The 2017 agreement was grandfathered in and is not affected by this supply cost component change. This new account, however, would not be grandfathered in and is subject to the \$0.00378 per kWh increase in the RPS component cost of supply.

Issues and Considerations:

Enter Text Here

| | |
|---|-----------------|
| <i>Fiscal Impact:</i> | |
| Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Budget: | 003.310.20300 |
| Value of award: | \$0.05229 kWh |
| 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: | Enter Text Here |
| Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.) | |

File Attachments for Item:

. Order 26,710 - authorizing the Chief of Police to accept an FY21 Maryland Criminal Intelligence Network (MCIN) grant in the amount of \$256,206.00 for personnel and overtime costs associated with the focus on identifying, disrupting, and dismantling gangs and violent criminal networks involved in the distribution of illegal drugs, the use of firearms in crimes of violence, human trafficking, or other inherently violent criminal enterprises, through enforcement, prevention, intervention, and reentry strategies

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

ORDER NO. 26,710

DATE: September 15, 2020

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

THAT the Chief of Police be and is hereby authorized to accept an MCIN grant entitled "FY21 Allegany County Maryland Criminal Intelligence Network (MCIN) Coalition-Continuation" for FY21 in the amount of Two Hundred Fifty-six Thousand, Two Hundred Six Dollars and No Cents (\$256,206.00) for the period 7/1/20 – 6/30/21 for personnel and overtime costs associated with the Cumberland Police Department's focus on identifying, disrupting, and dismantling gangs and violent criminal networks involved in the distribution of illegal drugs, the use of firearms in crimes of violence, human trafficking, or other inherently violent criminal enterprises, through enforcement, prevention, intervention, and re-entry strategies.

Raymond M. Morriss, Mayor

Grant: MCIN-2021-0019



GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS
CHILDREN • DEAF & HARD OF HEARING

August 04, 2020

Captain Chuck Ternent
Captain
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: MCIN-2021-0019

Dear Captain Ternent:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**FY21 Allegany County MCIN Coalition- Continuation**," in the amount of \$256,206.00 has received approval under the Maryland Criminal Intelligence Network program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Department's FY21 Maryland Criminal Intelligence Network program will help reduce existing gaps in services and foster collaboration among partner agencies and stakeholders in Allegany County. The program will focus on aggressively tracking priority offenders and criminal networks (gangs, firearms and drug trafficking) through crime reduction patrols, targeted enforcement, and intelligence gathering/analysis within the City. These efforts will be done by utilizing an integration model of multi-agency collaboration with federal and local law enforcement, public safety agencies, and community partners. Grant funds will support personnel, overtime, software, and training opportunities.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

If you have any questions or need any clarification regarding this grant award, please contact **Quentin Jones**, your program manager, or **Dorothy Lee**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Glenn Fueston, Jr.", written in a cursive style.

V. Glenn Fueston, Jr.
Executive Director

cc: Mr. David A Goad



Governor's Office of Crime Control and Prevention

Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Lee, Dorothy

Budget Notice

Grant Award Number: MCIN-2021-0019
Sub-recipient: Cumberland Police Department
Project Title: FY21 Allegany County MCIN Coalition- Continuation
Implementing Agency: Cumberland Police Department
Award Period: **07/01/2020 - 06/30/2021**

CFDA: STATE

| | | | |
|-----------------|----------------------------|---------|---------------------|
| Funding Summary | Grant Funds | 100.0 % | \$256,206.00 |
| | Cash Match | 0.0 % | \$0.00 |
| | In-Kind Match | 0.0 % | \$0.00 |
| | Total Project Funds | | \$256,206.00 |

Personnel

| Description of Position | Salary Type | Funding | Total Budget |
|-------------------------|-------------|-------------|--------------|
| Crime Analyst | Fringe | Grant Funds | \$12,320.00 |
| Crime Analyst | Salary | Grant Funds | \$56,000.00 |
| Heroin Coordinator | Fringe | Grant Funds | \$4,637.00 |
| Heroin Coordinator | Salary | Grant Funds | \$60,611.00 |
| Law Enforcement | Overtime | Grant Funds | \$13,166.00 |
| MCIN Coordinator | Fringe | Grant Funds | \$4,284.00 |
| MCIN Coordinator | Salary | Grant Funds | \$56,000.00 |

Personnel Total: \$207,018.00

Contractual Services

| Description | Funding | Quantity | Unit Cost | Total Budget |
|--|-------------|----------|-------------|--------------|
| MCIN Prosecutor- State's Attorney's Office | Grant Funds | 1 | \$49,188.00 | \$49,188.00 |

Contractual Services Total: \$49,188.00

Approved: _____

Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 7/27/2020

Council Agenda Summary

Meeting Date: August 18, 2020
Agenda Item Number: FY21 MCIN Grant
Key Staff Contact: Chief John “Chuck” Ternent

Item Title:

FY21 MCIN Grant

Summary:

Authorize the Chief of Police to accept the FY21 Maryland Criminal Intelligence Network (MCIN) grant in the amount of \$256,206.00 for personnel, and overtime costs associated with our focus on identifying, disrupting, and dismantling gangs and violent criminal networks involved in the distribution of illegal drugs, the use of firearms in crimes of violence, human trafficking, or other inherently violent criminal enterprises, through enforcement, prevention, intervention, and reentry strategies.

Issues and Considerations:

Enter Text Here

| | |
|--|-----------------|
| <i>Fiscal Impact:</i> | |
| Is this item budgeted? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | |
| Budget: | \$ |
| Value of award: | \$256,206.00 |
| 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.) | |

File Attachments for Item:

. Order 26,711 - authorizing the Chief of Police to accept an FY21 GOCCP Police Recruitment and Retention Program grant in the amount of \$24,000 offered to help local agencies recruit and retain police officers in recognition of the state-wide shortage of police candidates

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

ORDER NO. 26,711

DATE: September 15, 2020

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

THAT the Chief of Police be and is hereby authorized to accept a GOCCP Grant for FY21 entitled "Police Recruitment and Retention Program" in the amount of Twenty-four Thousand Dollars and No Cents (\$24,000.00) to assist in recruitment and retention, and to help fund pay incentives designed to attract and maintain qualified officers.

Raymond M. Morriss, Mayor

Grant: PRAR-2021-0007

Council Agenda Summary

Meeting Date: September 15, 2020

Agenda Item Number: FY21 Police Recruitment & Retention Grant

Key Staff Contact: Chief John “Chuck” Ternent

Item Title:

FY21 Police Recruitment & Retention Grant

Summary:

Authorize the Chief of Police to accept the FY21 Police Recruitment and Retention Grant in the amount of \$24,000 awarded by the Governor’s Office for Crime Control and Prevention (GOCCP) who recognizes the state-wide shortage of police candidates and has offered funds to help local agencies recruit and retain police officers.

Issues and Considerations:

Enter Text Here

| | |
|--|-----------------|
| <i>Fiscal Impact:</i> | |
| Is this item budgeted? Yes <input checked="" type="checkbox"/> No | |
| Budget: | \$ |
| Value of award: | \$24,000 |
| 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.) | |



GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS
CHILDREN • DEAF & HARD OF HEARING

August 27, 2020

Chief Chuck Ternent
Chief
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: PRAR-2021-0007

Dear Chief Ternent:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**Police Recruitment and Retention Program**," in the amount of \$24,000.00 has received approval under the Police Recruitment and Retention program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Recruitment and Retention initiative assists local law enforcement in developing and implementing strategies that offer incentives designed to attract and maintain qualified sworn law enforcement officers. Grant Funding provides incentives

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to you as the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

If you have any questions or need any clarification regarding this grant award, please contact **Angela Carpintieri**, your program manager, or **Dorothy Lee**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Glenn Fueston, Jr.", written in a cursive style.

V. Glenn Fueston, Jr.
Executive Director

File Attachments for Item:

. Order 26,712 - accepting the sole source purchase of a new Caterpillar 918M Wheel Loader from Cleveland Brothers CAT in the not-to-exceed amount of \$107,962 as part of Sourcewell joint purchasing contract

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

ORDER NO. 26,712

DATE: September 15, 2020

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

THAT, the Sole Source purchase from Cleveland Brothers CAT, 4565 William Penn Highway, Murrysville, PA, 15668 for a new Caterpillar 918M Wheel Loader in the not-to-exceed amount of One Hundred Seven Thousand, Nine Hundred Sixty-two Dollars and No Cents (\$107,962.00) be and is hereby accepted; and

BE IT FURTHER ORDERED, that this equipment will be purchased as part of Sourcewell Contract #032119-CAT, in accordance with City Code Section 2-171 (c) (iv).

Raymond M. Morriss, Mayor

Budget: 001.056.64000

CITY OF
CUMBERLAND
MARYLAND

DEPARTMENT OF PUBLIC WORKS

September 15, 2020

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

Dear Mayor and City Council,

I recommend that we move forward with the sole source purchase of a New Caterpillar 918M Wheel Loader from Cleveland Brothers CAT. This Wheel Loader shall be purchased as a part of Sourcewell cooperative purchasing contract #032119-CAT, in accordance with section 2-171 (c) (iv) (through joint efforts with other agencies, such as those of the state, county and board of education, the city is able to take advantage of bulk purchase pricing and special sales opportunities) of the City Code. The Loader was budgeted by the Street Department for \$125,000.00. The total cost for the Loader will be \$107,962.00 after a trade in of our current 2005 Caterpillar 924G Wheel Loader. This Loader is utilized by all of Public Works from construction to snow removal operations.

MAYOR
RAYMOND M. MORRISS

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

CITY ADMINISTRATOR
JEFFREY D. RHODES

**PW OPERATIONS
MANAGER**
BROOKE CASSELL

Sincerely,



David Broadwater Jr
Fleet Maintenance Coordinator



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

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



TO: CITY OF CUMBERLAND
 57 N LIBERTY ST
 CUMBERLAND, MD 21502-2312

DATE: August 31, 2020

ATTENTION:

ONE (1) NEW CATERPILLAR 918M - BB 918M WHEEL LOADER S/N N/A

| | |
|--|--|
| SEAT BELT, RETRACTABLE 3" VALVE, DRAIN, ECO TIRES, 17.5 R25, MX, L2 XTLA BUCKET, GP, 2.2 YD3, IT, BOCE POWERTRAIN, HI RIMPULL, 24MPH LIGHTS, ROADING, RH DIP ENG COOLNT,A/FREEZE(-50C/-58F) LIGHTS, CAB, WORKING HALOGEN HYDRAULIC OIL, STANDARD HYDRAULICS, 3V/1L, STD LIFT HEATER AND AIR CONDITIONER BATTERY, HEAVY DUTY ENGINE, C4.4, T4F, HRC RUST PREVENTATIVE APPLICATOR CARRIAGE, STANDARD COUPLER | CAB, DELUXE, SINGLE BRAKE STEERING, STANDARD FENDERS, EXTENDED COVER WORKTOOL, WIRING FEATURE PACKAGE,ROAD & LOAD,SL LOADER ARR, STD CPLR, STD LIFT ALARM, BACK-UP HEATER, ENGINE COOLANT, 120V 3V QUICK DISCONNECT PUSH FIT CAMERA, REAR VIEW PRODUCT LINK, CELLULAR, PL240 FUEL, STANDARD SEAT, DELUXE RORO W/RIMS W/TIRES. FORK TINE, 2" X 5" X 42" |
|--|--|

Selling Price: **\$124,962.00**

Warranty:
 STANDARD WARRANTY: 12 MONTH/UNLIMITED HOUR (6 MONTH TRAVEL TIME & MILES INCLUDED)

Trades:

| Model | Serial Number | Amount |
|-----------------------|----------------------|--------------------|
| 2005 Caterpillar 924G | 0DDA01872 | \$17,000.00 |
| Total Trades: | | \$17,000.00 |

Finance Summary:

| | |
|---------------|---------------|
| Selling Price | \$124,962.00 |
| Total Trades | (\$17,000.00) |

Net Selling Price **\$107,962.00**

Remarks: AVAIBLE UNDER Sourcewell Contract 032119-CAT

THE FOREGOING QUOTATION IS EFFECTIVE FOR 30 DAYS.

STANDARD TERMS: SUBJECT TO CREDIT APPROVAL: NET 10 DAYS. UCC-1 FINANCING STATEMENT WILL BE FILED AND A \$400.00 DOCUMENTATION FEE WILL BE CHARGED IF NOT PAID IN FULL ON OR BEFORE 15 DAYS FROM DELIVERY DATE UNLESS OTHERWISE NOTED ON THE SALES CONTRACT.

BY: Jason N Harper QN: S000109426

DELIVERY: Unit In Stock

LEAD TIME: To be determined at the time of order

ATTENTION: THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE OF THIS QUOTATION/OFFER TO SELL – INCLUDING DISCLAIMERS OF WARRANTIES (INCLUDING MERCHANTABILITY), DISCLAIMERS OF TORT LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), LIMITATION OF REMEDIES AND EXCLUSIONS OF AND ANY ATTACHMENTS INCORPORATED HEREIN CONSTITUTE THE TERMS, CONDITIONS AND COVENANTS OF THIS QUOTATION/OFFER TO SELL.



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Sole Source of a New Wheel Loader

5 messages

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Wed, Sep 2, 2020 at 10:12 AM

To: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>

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

Jeff,

The Street Department has budgeted \$125,000 for FY2021 to purchase a New Caterpillar Wheel Loader. This is the loader that we have been demoing for the past week. It meets and exceeds our expectations and we think it would be a great asset to the Fleet. I recommend that we move forward with the sole source purchase of a New Caterpillar 918M Wheel Loader from Cleveland Brothers CAT through Sourcewell Contract #032119-CAT. This is in accordance with Section 2-171 (c) (iv) of the City Code (through joint efforts with other agencies, such as those of the state, county and board of education, the city is able to take advantage of bulk purchase pricing and special sales opportunities). The cost for the Wheel Loader is \$124,962.00. They have offered a trade in value of \$17,000.00 for our current 2005 Caterpillar 924G Caterpillar Loader. The total price after trade in would be \$107,962.00.

Please consider this sole source request.

Thanks,
Brian

--

David Brian Broadwater Jr*Fleet Manager*

City of Cumberland, MD

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

215 Bowen St. | Cumberland, MD 21502

**Cumberland***Cumberland*

Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>

Wed, Sep 2, 2020 at 10:27 AM

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

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

Brian,

Any idea what the typical price is? It's a big item and I am just curious what savings this provides.

Jeff

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

[Quoted text hidden]

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Wed, Sep 2, 2020 at 12:19 PM

To: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>

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

\$20,671 discount compared to selling off of government price.

[Quoted text hidden]

Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>

Thu, Sep 3, 2020 at 9:59 AM

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

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

Great...approved,

[Quoted text hidden]

[Quoted text hidden]

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Thu, Sep 3, 2020 at 10:00 AM

To: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>

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

Thank you.

Brian

[Quoted text hidden]

Council Agenda Summary

Meeting Date: September 15, 2020

Agenda Item Number:

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the Sole Source Purchase of a New Caterpillar 918M Wheel Loader from Cleveland Brothers CAT, 4565 William Penn Hwy Murrysville, PA 15668 for an amount not to exceed \$107,962.00

Summary:

Requesting an order to accept the sole source purchase of a New Caterpillar 918M Wheel Loader from Cleveland Brothers CAT for an amount not to exceed \$107,962.00. This Wheel Loader will be purchased as a part of Sourcewell Contract #032119-CAT, in accordance with the City Code Section 2-171 (c) (iv)

Issues and Considerations:

This New Caterpillar 918M Wheel Loader will be utilized by all of the Public Works department, from construction to snow removal operations. Trade in of our current 2005 Caterpillar 924G Wheel Loader for \$17,000.00.

| | |
|---|--------------------------------|
| <i>Fiscal Impact:</i> | |
| Is this item budgeted? Yes (FY2021) | |
| Budget: | 001.056.64000 |
| Value of award: | Total bid award = \$107,962.00 |
| If item is not budgeted, does the budget need to be appropriated? N/A | |
| Is there grant funding being used? No | |
| If grant funding is being used, does it require a City match? N/A | |
| Match provisions: | N/A |
| Is this a sole source purchase? Yes (If so, attach department recommendation and approval from City Administrator.) | |

File Attachments for Item:

. Order 26,713 - approving funding amendments to the Community Development Block Grant (CDBG) Program effective September 15, 2020; 2019 Horizon Goodwill Job Readiness (-\$10,000), 2019 HRDC Emergency Housing Assistance (+\$10,000)

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

ORDER NO. 26,713

DATE: September 15, 2020

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

THAT, the following amendments to the Community Development Block Grant Program be and are hereby approved effective September 15, 2020:

| Program | Current Award | Amendment | New Total Award |
|---|----------------------|------------------|------------------------|
| 2019 Horizon Goodwill Job Readiness Program | \$21,000 | (\$10,000) | \$11,000 |
| 2019 HRDC Emergency Housing Assistance | \$25,000 | \$10,000 | \$35,000 |

Raymond M. Morriss, Mayor

Public Notice of Intent to Reprogram PY 2019 Community Development Block Grant Funds

Amendment #207202020

City of Cumberland

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

The changes proposed for the FY 2019 Annual Action Plan primarily involve deleting funds associated with the Horizon Goodwill project and reallocating these funds to the HRDC Emergency Homeless prevention project in response to relief efforts as a result of the COVID-19 pandemic. 2019 Horizon Goodwill Job Readiness Program (RR19059), originally funded at \$21,000, has a surplus of funds in the amount of \$17,418. The funds were allocated to support job readiness and rides to work for those participants. In response to the current financial crisis perpetuated by the COVID-19 pandemic, \$10,000 originally allocated for the Horizon Goodwill Job Readiness Program will be transferred to be used for emergency rent, utility, and mortgage payments for CDBG low-moderate income qualifying City of Cumberland residents by Allegany County Human Resources Development Commission's (HRDC) 2019 Emergency Housing Assistance (RR19014) program originally funded in the 2019 Annual Action Plan at \$25,000. Funds are currently exhausted and the need continues to be great to prevent homelessness of families who meet CDBG income guidelines.

Written comments concerning the proposed amendment may be provided effective Friday, August 14, 2020 through 4 PM Tuesday, September 15, 2020. Provide written comments to the City of Cumberland, Department of Community Development by mail to 57 N. Liberty Street, Cumberland, Maryland or email at lee.borrer@cumberlandmd.gov. This Amendment to the 2019 Community Development Block Grant Annual Plan will be considered by Mayor and City Council at the regular meeting livestreamed on Tuesday, September 15, 2020 at 6:15 PM.

ADV: Friday, August 14, 2020

File Attachments for Item:

. Order 26,714 - authorizing execution of a Disclaimer regarding a Purported Deed dated December 27, 2019, granting property at 712 Elm Street to the City from First Peoples Community Credit Union (Book 2525, Page 414 Allegany County Land Records), declaring that the Purported Deed is invalid

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

ORDER NO. 26,714

DATE: September 15, 2020

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

THAT, the Mayor be and is hereby authorized to execute a Disclaimer regarding the validity of a Purported Deed granting property at 712 Elm Street to the Mayor and City Council of Cumberland from First Peoples Community Federal Credit Union, dated December 27, 2019 and recorded among the Land Records of Allegany County, Maryland in Book 2525, Page 414, declaring that the Purported Deed is invalid.

Raymond M. Morriss, Mayor

**THE LAW OFFICE
OF
MICHAEL SCOTT COHEN, LLC**

Michael Scott Cohen
Steven Andrew Trader

213 Washington Street
Cumberland, MD 21502
Telephone: (301) 724-5200
Facsimile: (301) 724-5205

michaelcohen@atlanticbbn.net
stevetrader@atlanticbbn.net

August 27, 2020

VIA E-MAIL AND 1st CLASS U.S. MAIL

H. Gregory Skidmore, Esq.
100 S. Liberty Street
P.O. Box 360
Cumberland, MD 21502

Re: 712 Elm Street (the "Property") – First Peoples Community Federal Credit Union

Dear Greg:

By deed dated December 29, 2019 and recorded in Book 2525, Page 414, First Peoples caused a deed to be recorded among the Land Records which purported to convey the Property to the City. The City did not and does not accept delivery of this deed and disclaims its effectiveness. In that regard, staff will be recommending that the Mayor and City Council authorize the recordation of the attached Disclaimer in the Allegany County Land Records.

The City accepts delivery of deeds my means of orders passed in open meetings of the Mayor and City Council. No such order was passed in this instance. No one has been empowered to accept the title to the Property on the City's behalf.

Notwithstanding the foregoing, the City is willing to accept delivery of the deed on the condition that the improvements on the Property are demolished at First Peoples' expense. The City could assist First Peoples in making arrangements to have the work performed. If First Peoples is unwilling to proceed in this manner, the City will expect it to prepare, execute and record in the Land Records such documentation as will be effective to either disavow the conveyance purportedly made by First Peoples' deed or convey title back to First Peoples.

The improvements on the Property look to be in poor condition. Whether by renovation or demolition, this is an issue First Peoples will need to address.

Please let me know how First Peoples' intends to proceed with respect to the matters addressed herein. If you are unable to respond to this letter within the next two (2) weeks, please let me know when you expect to be able to do so.

I thank you for your consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read 'MSC', is positioned above a horizontal line.

Michael Scott Cohen, City Solicitor,
Mayor and City Council of Cumberland

**DISCLAIMER OF MAYOR AND CITY COUNCIL OF CUMBERLAND
AS TO VALIDITY OF PURPORTED DEED RECORDED AT BOOK 1749 PAGE 382**

WHEREAS, City of Cumberland is represented to be the grantee of the real property and improvements thereon located at 712 Elm Street, Cumberland MD 21502 by deed from First Peoples Community Federal Credit Union dated December 27, 2019 and recorded among the Land Records of Allegany County, Maryland in Book 2525, Page 414 (hereinafter referred to as the “Purported Deed”);

WHEREAS, the Maryland municipal corporation named Mayor and City Council of Cumberland (the “City”) is sometimes referred to as City of Cumberland or the City of Cumberland;

WHEREAS, the final original Purported Deed or a copy thereof was never delivered to the City and has not been accepted by the Mayor and City Council of the City in an open meeting, as required by law;

WHEREAS, First People recorded the Purported Deed among the aforesaid Land Records without the prior knowledge, consent or agreement of the City and contrary to the requirements of Maryland law that official acts of a municipal corporation be approved in open session;

WHEREAS, the City has not taken any action to accept the Purported Deed and it does not intend to do so; and

WHEREAS, the Purported Deed is ineffective to convey the Property to the City.

IT IS THEREFORE DECLARED AS A MATTER OF PUBLIC RECORD, that the Purported Deed is invalid, ineffective and void as to the City as it was recorded among the Land Records without the knowledge, consent or agreement of the City. The City disclaims taking and expressly rejects any legal right, title or interest in or to any property or property rights represented to have been conveyed to it from First Peoples Community Federal Credit Union by means of the Purported Deed.

IN WITNESS WHEREOF, the foregoing instrument has been executed under seal on the ___ day of September, 2020.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

Marjorie A. Woodring,
City Clerk

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

STATE OF MARYLAND,
ALLEGANY COUNTY, 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. Morris**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath that he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

MICHAEL SCOTT COHEN

File Attachments for Item:

. Order 26,715 - accepting the bids for certain properties offered for sale through the 2020 Surplus Property Request for Bids process and authorizing the remaining properties not bit upon to remain offered for sale through a public bidding process to be determined by the Department of Community Development

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

ORDER NO. 26,715

DATE: September 15, 2020

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

THAT, the bid amounts from the following individuals/companies for certain properties offered for sale through the 2020 Surplus Property Request for Bids process be and are hereby accepted:

| Address | Tax ID No. | Bidder | Bid Amount |
|----------------------|------------|--------------------------------|-------------|
| 100 Arch Street | 04-020049 | Souders Properties LLC | \$1,756.55 |
| 332 Davidson Street | 23-010496 | C. Corp Leasing | \$650.00 |
| 334 Davidson Street | 23-014475 | C. Corp Leasing | \$650.00 |
| 532 N. Centre Street | 05-027594 | Donald Fischer / Donna Summers | \$3,000.00 |
| 730 Bedford Street | 05-020352 | Carolyn L. Briggs | \$4,000.00 |
| 1016 Ella Avenue | 04-035488 | Cheryl Weaver | \$251.00 |
| Pine Avenue (#14) | 22-009672 | Kevin ZuFall | \$1,111.00 |
| Pine Avenue (#15) | 22-009664 | Kevin ZuFall | \$6,639.00 |
| 409 Walnut Street | 05-005418 | Gary Francis Reeves | \$3,750.00 |
| Total | | | \$21,807.55 |

BE IT FURTHER ORDERED, that the remaining properties not bid upon shall be reoffered for sale through a public bidding process to be determined by the Department of Community Development.

Raymond M. Morriss, Mayor

File Attachments for Item:

Letter from the City Clerk advising that no petition for referendum was received for Charter Amendment Resolution No. 148, which was approved to enact Section 73A of the City Charter (1991 Edition) to empower the City Administrator to declare emergencies in certain events and pass temporary administrative orders necessary for the preservation of the public health, safety and/or welfare, and to empower the Mayor and Council to pass executive orders in emergencies, and the Charter Amendment therefore became effective September 9, 2020



CITY OF CUMBERLAND MARYLAND

September 10, 2020

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

Dear Mayor and Council Members,

The deadline has passed for receiving a petition calling for a referendum on Charter Amendment Resolution No. 148, which was approved to enact Section 73A of the City Charter (1991 Edition) to empower the City Administrator to declare emergencies in certain events and pass temporary administrative orders necessary for the preservation of the public health, safety and/or welfare, and to empower the Mayor and City Council to pass executive orders in emergencies.

With no petition for referendum being filed, Charter Amendment Resolution No. 148 became effective September 9, 2020.

Sincerely,

Marjorie A. Woodring
City Clerk

cc: Jeffrey D. Rhodes, City Administrator
Michael S. Cohen, City Solicitor

MAYOR
RAYMOND M. MORRIS

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

CITY ADMINISTRATOR
JEFFREY D. RHODES

CITY SOLICITOR
MICHAEL SCOTT COHEN

CITY CLERK
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