



Mayor and City Council of Cumberland

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

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

AGENDA

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

DATE: March 15, 2022

OPEN SESSION

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

1. Statements of the closed sessions held March 1 and March 8, 2022

Presentations

1. Recognition of Pfc. Bronson Becker as the Cumberland Police Department's 2021 Officer of the Year

Director's Reports

(A) Public Works

1. Maintenance Division monthly report for February, 2022

(B) Fire

1. Fire Department monthly report for February, 2022

(C) Police

1. Police Department monthly report for February, 2022

(D) Utilities - Treatment Plants

1. Utilities Division F/W/S monthly report for February, 2022

Approval of Minutes

1. Approval of the Work and Closed Session Minutes of October 27, 2021

New Business

(A) Orders (Consent Agenda)

- 1. Order 26,974** - accepting the bid from Burgmeier's Hauling, Inc. for the transportation and disposal of grit, scum and screenings from the John D. DiFonzo Water Reclamation Facility, City Project No. 11-21-WWTP, in the amount of \$3,401 per month (lump sum) for the contract period July 1, 2022 - June 30, 2025, allowing for two additional 1-year extensions upon mutual agreement
- 2. Order 26,975** - accepting the bid of Harbel, Inc. for the Queen City Drive ADA Improvements Project (16-20-M) in the not-to-exceed amount of \$59,692.50, contingent upon the release of CDBG funds
- 3. Order 26,976** - accepting the proposal from Hite Associates, Inc. for the "WRF Head of Plant & Operations Building Roof Replacement Project" (5-22-WRF) in the estimated not-to-exceed cost of \$112,237.59, procured through Gordian EZ IQC using NJPA pricing to solicit a competitive bid
- 4. Order 26,977** - authorizing execution of Change Order No. 1 to the contract with Carl Belt, Inc. for the Decatur Street 24" Crosstown Water Main Replacement Project (31-17-W) to add 160 calendar days to the completion date, setting the new completion date at August 10, 2022
- 5. Order 26,978** - authorizing the Chief of Police to enter into an agreement with the High Intensity Drug Trafficking Agency (HIDTA) to receive grant funding in the amount of \$16,435 for specific drug enforcement activities through their partnership with the Allegany County Narcotics Task Force
- 6. Order 26,979** - authorizing execution of a grant agreement with MD Department of Housing and Community Development regarding DHCD's provision of \$13,000 in grant funds to the City for the Cumberland Main Street Revitalization Project, which will include social media marketing, video production, and directional signage and banners, and further authorizing the City's acceptance of the grant funds
- 7. Order 26,9780** - authorizing execution of a grant agreement with MD Department of Housing and Community Development regarding DHCD's provision of \$20,000 in grant funds to the City to hire a consultant to provide technical assistance to downtown businesses in conjunction with the Cumberland Main Street Revitalization Project, and further authorizing the City's acceptance of the funds
- 8. Order 26,981** - designating the open space adjacent to the BMX facility in the Mason Sports Complex as the location of the skate park
- 9. Order 26,982** - authorizing the abatement of City real estate taxes for City-owned properties at 107/109 S. Allegany St., 471 Goethe St., 309 Fayette St., and 502 Regina Ave.

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Maintenance Division monthly report for February, 2022

MAINTENANCE DIVISION REPORT
February 2022

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

City Forester Report

Central Services

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
FEBRUARY 2022**

- **POTHoles AND COMPLAINTS**
 - Patched potholes on 45 streets using approximately 18 tons of cold mix asphalt

- **UTILITY HOLES**
 - Completed 6 utility hole repairs using 3cy of concrete

- **SIGN WORK/CURB PAINTING**
 - Repaired 2 Street Name signs
 - Repaired 3 Traffic Control signs
 - Repaired 1 Handicap Parking sign
 - Installed 2 Handicap Parking signs
 - Removed 12 Handicap Parking signs
 - Painted 6 curbs red for no parking
 - Painted 2 curbs yellow for timed parking
 - Painted 5 curbs blue for handicap parking

- **MISCELLANEOUS**
 - Completed 72 Work Orders
 - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St Bridge 3 times.
 - Picked up 3 dead animals
 - Picked up trash/discarded items on 3 occasions
 - Filled salt barrels
 - Worked OT to salt icy spots on 2 occasions
 - Worked OT for glass in street on Henderson Ave
 - Hauled scrap metal on 2 occasions
 - Poured concrete pad @ 803 Trost Ave for city police K-9 kennel and assisted Central Services in installing kennel
 - Cleaned Municipal Center shop once a week
 - Conducted monthly safety meeting on "Lighting & Visibility"
 - 2 new employees passed CDL class B permit test

STREET MAINTENANCE - FEBRUARY 2022		2/1-2/4	2/7-2/11	2/14-2/18	2/22-2/25	2/28	TOTAL
SERVICE REQUEST COMPLETED		3	28	12	29	0	72
PAVING PERFORMED	Tons						0
CONCRETE WORK	Cy		3cy				3cy
UTILITY HOLES REPAIRED	Water			4	2		6
	Sewer						0
	Cy			2cy	1cy		3cy
	Tons						0
POTHoles FILLED	Streets		25	3	17		45
	Alleys						0
	Days		4	1	2		7
	Cold Mix		10t	1t	7t		18t
	Tons						0
PERMANENT PATCH	Cy						0
	Tons						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED			1			2	3
STREET NAME SIGNS REPAIRED/INSTALLED			2				2
HANDICAPPED SIGNS	Repaired		1				1
	Installed		2				2
	Removed	2	2	2		6	12
CURB PAINTING PERFORMED	Blue		4	1			5
	Yellow		2				2
	Red		4	2			6
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	Loads			8	6	2	16
	Miles			150	89	38	277
SWEEPER DUMPS HAULED TO LANDFILL	Tons			16.06t			16.06t
STREET MILLING	Days						0
CLEANED BALTIMORE ST. UNDERPASS	Days		1	1	1		3
SALT BARRELS	Days	3					3
SALTED ICY SPOTS	Days	2					2
CLEAN SNOW EQUIPMENT	Days	1					1
SHOVEL & SALT SIDEWALKS	Days	1					1
BRUSH REMOVAL/TREE WORK	Areas	3	3	6	10		22
CHECK DRAINS/CLEAR DEBRIS	Days	1			2		3
STREET TRACTOR MOWING	Days			4	3		0

Picked up trash/discarded furniture on 3 occasions
 Picked up 3 dead animals
 Worked OT for icy spots 2 times
 Worked OT for glass in street on Henderson Ave
 Performed preventative maintenance and cleaned Loader @ Municipal Center
 Cleaned Municipal Center shop once a week
 Conducted monthly safety meeting
 Poured concrete pad @ 803 Trost Ave for city police K-9 kennel
 Assisted Central Services in installation of K-9 kennel
 2 new employees took CDL class B permit test and passed
 Hauled scrap metal on 2 occasions

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
FEBRUARY 2022**

- Parks & Parklets
 - Constitution Park
 - Tree & brush removal
 - Hauled brush to County compost site
 - Cleaned & disinfected Craft House & Activities Bldg.
 - Salted sidewalks
 - Picked up trash 3 times a week
 - Mason's Complex
 - Picked up trash twice a week
 - JayCee Field
 - Picked up trash on several occasions
 - Closed gate for 1 flooding event
 - Salted sidewalk
 - Playgrounds
 - Performed routine maintenance on play equipment
 - Salted sidewalks
 - Picked up trash twice a week

- Miscellaneous Work
 - Performed basic housekeeping @ Municipal Building
 - Prepared feed & bedding for ducks & geese @ the Duck Pond
 - Cleaned & performed preventative maintenance on Park & Rec vehicles
 - Made repairs to benches @ Constitution Park
 - Picked up barrels for trash cans from Shroeder Industries
 - Raised & lowered flags @ parks & parklets twice

**FLEET MAINTENANCE
MONTHLY REPORT
FEBRUARY 2022**

DEPARTMENT	REPAIRS
Central Services	5
Community Development	4
DDC	1
Engineering	3
Fire	15
Flood	6
MPA	0
P & R Maintenance	15
Police	21
Public Works	1
Sewer	13
Snow Removal	8
Street Maintenance	27
Water Distribution	11
WFP	0
WWTP	3
In House Fleet Maintenance Projects	19
Scheduled Preventative Maintenance	26
Field Service Calls	18
Total Fleet Maintenance Projects	196
Total Repair Orders Submitted	25
Fleet Maintenance Risk Management Claims	0

**CITY FORESTER REPORT
MONTHLY REPORT
FEBRUARY 2022**

February Tree Removals and Prunings – Coordinated with Jason to have Blaine to remove 18 trees and prune 10 trees in February.

February Tree Complaints and Tree Issues – Resolved and/or addressed 15 tree complaints and tree issues in February.

2021 Fall Tree Pruning/Removal/Stump Grinding Contract – Sites visits to approve work done by Kiddy Contracting LLC, for tree removals, tree prunings and stump removals on the 2021 Fall Tree Pruning/Removal Contract. All trees, (with the exception of the tree located at 71 Greene Street) have been pruned and removed. All stumps on the contract have been removed.

Evitts Creek Watershed Timber Harvest – American Hardwood Industries' (AHI/Blue Triangle) contractor, Casey Weicht Logging, is doing a great job on the ECWC 2021 Timber Harvest. The harvest should be completed the first of March.

Forest Carbon Credit Potential on the Evitts Creek Watershed - Attended a meeting on February 15th, with the City Administrator, Mayor Morriss, Brooke Cassell and Bobby Smith to discuss the forest carbon credit potential on the Evitts Creek Watershed properties.

Shade Tree Commission and Evitts Creek Watershed FY '23 Budgets – Met with Finance on February 2nd, to discuss the FY '23 Shade Tree Commission and Evitts Creek Watershed budgets.

WV Forest Health Forum and WV Woodland Stewards February Seminars – Attended the WV Forest Health Forum on February 11th and the WV Woodland Stewards February Seminar on February 15th, via Zoom to obtain information on the Forest Carbon Markets.

Western Maryland Forest Pests Update Meeting – Attended the Western MD Forest Pests Update meeting via Google meeting on February 23rd.

MD DNR Forest Service Tremendous Tree Grant - Worked with Dan Hedderick, MD DNR Forest Service, to apply for the MD DNR Forest Service 2022 Urban & Forestry Tree-Mendous Tree Grant program to get 18 trees to plant for the Arbor Day 2022 Celebration at Constitution Park on April 6 & 7th. The grant will reimburse the Shade Tree Commission for the total cost of the trees, mulch and planting materials. Dan is also providing tree planting assistance from the MD DNR Forest Service personnel at the event to help the MD Forest Service to kick off their 5 Million Trees Planted by 2031 event.

Arbor Day 2022 Celebration at Constitution Park – Assisting Diane Johnson, Park and Rec Department, to coordinate an Arbor Day 2022 Celebration Event at Constitution Park on April 6 & 7th from 4:00-5:00 pm. A request was received from Mr. Brad Ditto, Allegany County Board of Education, to see if a tree planting event could be scheduled for approximately 180 students (6-10

years of age) from the Allegany County After School Program (South Penn; John Humbird; Westernport and Georges Creek) The Shade Tree Commission and the Park and Recreation Department are planning the Arbor Day Celebration event with a demonstration on how to plant a tree (with the assistance from the MD DNR Forest Service), other tree related activities and a distribution of free tree seedlings to students and attendees. The event can be used for the Arbor Day event for the 2022 Tree City USA award application. An invitation will be extended to the Mayor and City Council to be a part of this event. Mountain Discoveries are planning to cover the event for their Fall/Winter 2022 issue of the magazine.

Cumberland's Big Tree Contest 2021 & 2022 - Met with group on Saturday, February 19th, to measure three big trees in Cumberland that have been nominated for Cumberland's Big Tree Contest. The sawtooth oak at 137 Mary Street and the pin oak trees at 1315-1317 Ella Avenue will be records for the City of Cumberland and Allegany County. Mountain Discoveries magazine's editor, Dan Whetzel and Mike Calhoun, photographer attended and did photo ops of the trees at both sites and will mention Cumberland's Big Tree Contest 2022 in the Spring edition of the magazine.

**CENTRAL SERVICES
MONTHLY REPORT
FEBRUARY 2022**

- **City Hall:** Disinfecting the AHU's 2 times a week because of COVID. Checking the HVAC systems daily to maintain the correct temperature. Repaired the toilet in the IT department. Repaired the fan coil unit in the City Administrator's office.
- **Municipal Service Center:** Disinfecting the RTU's 2 times a week because of COVID. Replaced the cables on a garage door in the Water Department's area. Replaced a spring on a garage door in the back of the main building. Removed the main gate operator for the gate contractor to replace the fence. Install a new TV in the conference room. Serviced the two split units in the Water Department.
- **Public Safety Building:** Disinfecting the AHU's 2 times a week because of COVID. Unclogged sink drains on the Police Departments side. Checking the HVAC systems daily to maintain the correct temperature. Worked on the heat in the Police Departments holding cell area. Worked on AHU#1, discharge air temperature sensor displaying wrong temperature. Replaced the bearing in the #2 return air blower in the boiler room. Replaced the garage door remotes for the Fire Department. Replaced lights in the back two stairwells. Removed and replaced the carpet in the C3I offices 3rd floor. Cleaned the return and supply vents in the Fire Department living area. Install a dog kennel at a K-9 officer's house. Built wooden boxes for the new patrol cars. Replaced the domestic hot water pump for the building.
- **Fire Stations #2 and #3:** Check station #3 3 to 4 time a month to make sure the boiler is working and no water leaks. Repaired the garage door opener. Repaired the circulating pump at FS#2.
- **Canadian Hose House:** Check the Building twice a month to make sure that the boiler is working properly and that there are no water leaks.
- **Downtown Area & Mall:** Have made multiple repairs to the Mall lighting between Liberty St and Mechanic St due to old bad wiring. Located and marked the underground lighting conduits for NPL to replace gas lines. Repaired the sump pump in the Queen City Dr. underpass. Took down the over hangs in the Downtown Mall area. Repaired pole lights in the Mall area that were out.
- **Traffic and Street Lights:** Monthly routine preventive maintenance. Have had to reset multiple traffic lights due to power outages. Reported 10 street lights to be repaired to the power company. Replaced the crosswalk push button pole on the corner of Queen City Dr.

and Baltimore St. that someone keeps knocking over. Working on finding a short in the wires to the crosswalk heads at the intersection on Baltimore St. and Mechanic St. Fixed the pole lights on the Valley St Bridge. Took the Christmas Lights down on Virginia Ave. Adjusted the motion detectors at Green St. and Johnson St intersection.

- Load tested generators. February 28, 2022
- Monthly Safety Meeting – February 8, 2022
- PM's on all the pumps and motors at PSB, City Hall and MSC
- Replaced filters on the AHU's and Fan coil units at City Hall.

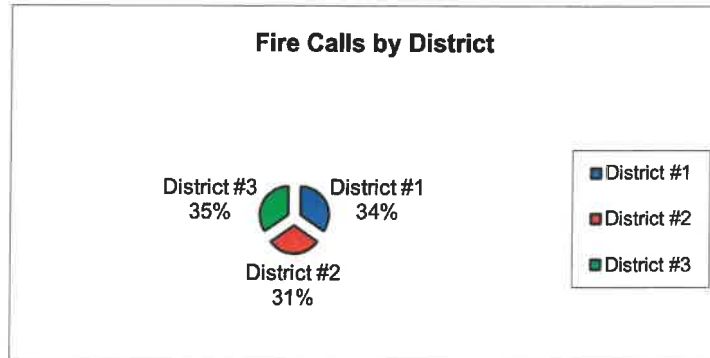
File Attachments for Item:

. Fire Department monthly report for February, 2022

REPORT OF THE FIRE CHIEF FOR THE MONTH OF FEBRUARY, 2022
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 107 Fire Alarms:

Responses by District:	
District #1	35
District #2	31
District #3	35
Out of City	6
	<hr/>
	107



Number of Alarms:
 First Alarms Answered 107

Calls Listed Below:

Property Use:	
Public Assembly	0
Educational	0
Institutional	10
Residential	71
Basic Industry, Utility	2
Special Properties	24
	<hr/>
	107

Type of Situation:

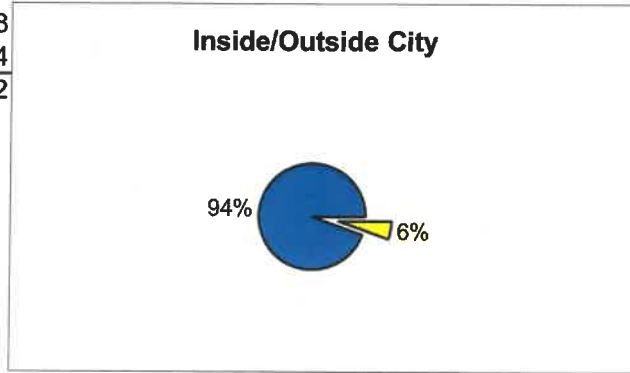
Fire or Explosion	4
Rescue Calls	68
Hazardous Conditions	13
Service Calls	4
Good Intent	17
False Calls	1
	<hr/>
	107

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in February:	\$0.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	\$0.00
Fire Service Fees for Fire Calls Paid in February:	\$0.00
All Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$0.00
Total Fire Service Fees Paid in FY2022:	\$955.92

Fire Service Fees for Inspections and Permits Billed in February:	\$300.00
Fire Service Fees for Inspections and Permits Paid in February:	\$800.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,350.00

Cumberland Fire Department Responded to 432 Emergency Medical Calls:

In City Calls	408
Out of City Calls	<u>24</u>
Total	432



Cumberland Fire Department Provided 21 Mutual Aid Calls:

16 Mutual Aid Calls within Allegany County
5 Mutual Aid Calls outside of Allegany County
<u>21</u>

Bowman's Addition VFD	9
Cresaptown VFD	4
District #16 VFD	<u>3</u>
	16
Ridgeley, WV VFD	3
Short Gap, WV VFD	1
Wiley Ford, WV VFD	<u>1</u>
	5

Cumberland Fire Department Provided 3 Paramedic Assist Calls:

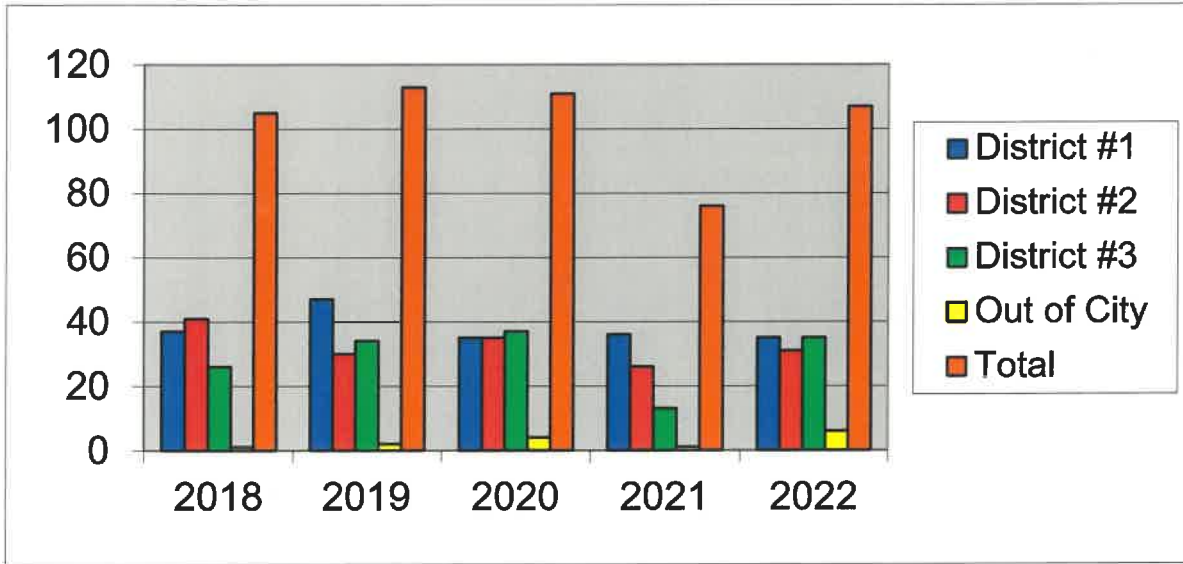
0 Paramedic Assist Calls within Allegany County
3 Paramedic Assist Calls outside of Allegany County
<u>3</u>

Fort Ashby, WV VFD	2
Short Gap, WV VFD	<u>1</u>
	3

Total Ambulance Fees Billed by Medical Claim-Aid for the month of February:	\$117,031.03
Ambulance Fees Billed Fiscal Year to Date:	\$1,134,646.61
Ambulance Fees Paid: Revenue Received in February:	\$114,437.46
FY2022 Ambulance Fees Paid in FY2022:	\$653,053.97
Total Ambulance Fees Paid in FY2022: (All ambulance fees, current and previous fiscal years, paid in FY2022.)	\$842,182.05

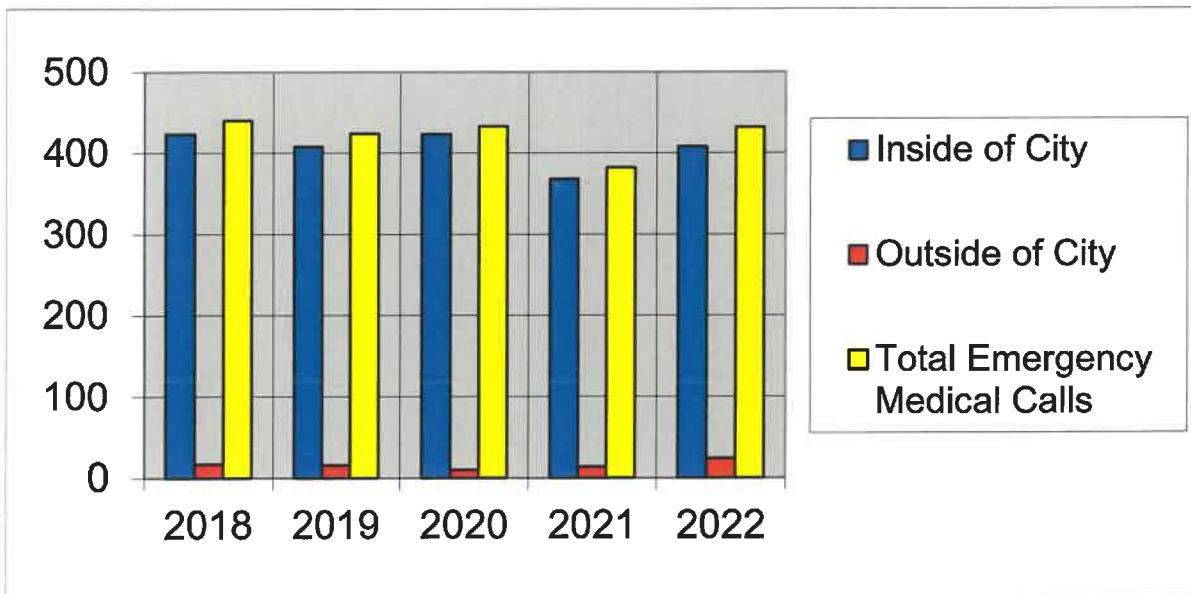
Fire Calls for the Month of February for a Five-Year Period

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
District #1	37	47	35	36	35
District #2	41	30	35	26	31
District #3	26	34	37	13	35
Out of City	<u>1</u>	<u>2</u>	<u>4</u>	<u>1</u>	<u>6</u>
Total	105	113	111	76	107



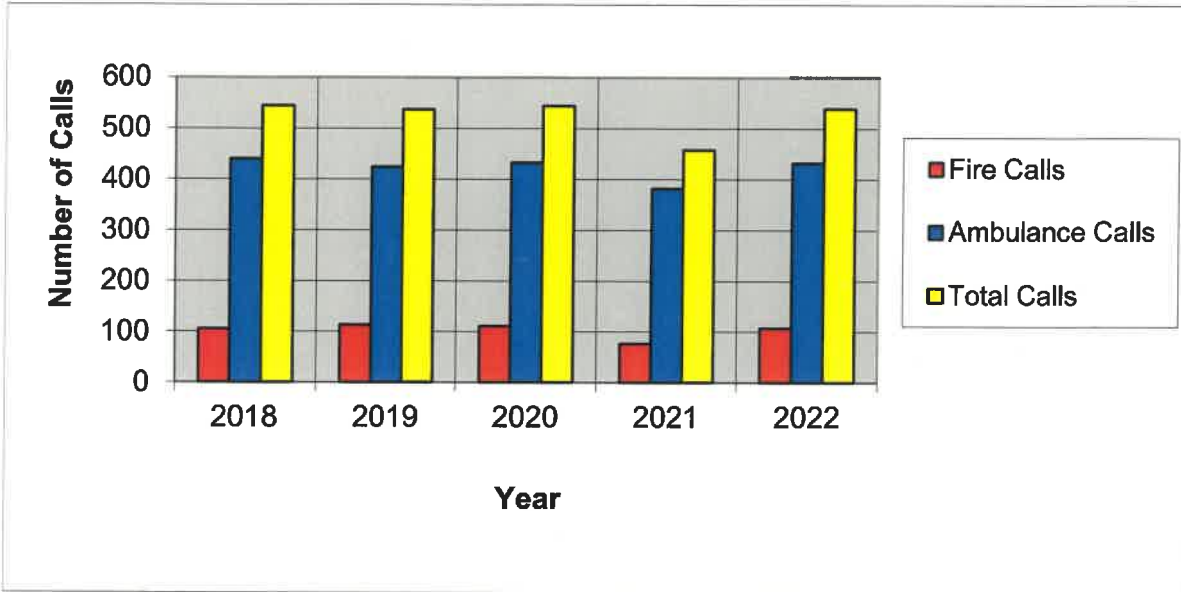
Ambulance Calls in the Month of February for a Five-Year Period

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Inside of City	423	408	423	368	408
Outside of City	<u>17</u>	<u>16</u>	<u>10</u>	<u>14</u>	<u>24</u>
Total Emergency Medical Calls	440	424	433	382	432



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

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Fire Calls	105	113	111	76	107
Ambulance Calls	440	424	433	382	432
Total Calls	545	537	544	458	539



Training Tabulations are not currently available.

Fire Prevention Bureau

Complaints Received	2
Conferences Held	12
Correspondence	30
Inspections Performed	4
Investigations Conducted	3
Plan Reviews	2
Burning Permits	4
Public Education	1

Personnel

Firefighter/EMT-B Justin Glass resigned effective February 17, 2022.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. Police Department monthly report for February, 2022



City of Cumberland Department of Police

Monthly Report
February 2022



City of Cumberland Department of Police

Monthly Report

February 2022

Part 1 Crimes for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Aggravated Assaults	14	2	B & E (All)	6	8	Murder	0	0	Rape	1	0
Robbery	1	1	Theft - Felony	1	0	Theft - Vehicle	3	0			

Selected Criminal Complaints for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Theft - Misdemeanor	7	9	Theft - Petty	14	11	Domestic Assaults	18	22	CDS	52	39
Disturbances	113	102	DOP/Vandalism	17	16	Indecent Exposure	3	0	Sex Off - Other	1	2
Suicide	0	0	Suicide - Attmp.	1	1	Tampering M/V	0	0	Abuse - Child	3	2
Trespassing	13	15	Assault on Police	3	4	Assault Other	27	24			

Selected Miscellenous Incidents for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Alcohol Volations	1	0	Juvenile Compl.	12	17	Missing Persons	5	1	School Resource	164	183
School Threat	0	0	Sex Off. Regist.	11	3	Truancy	26	1	Death Investigation	5	7

Selected Traffic Incidents for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
DWI	15	10	Hit & Run	19	17	M/V Crash	49	52	Traffic Stop	571	506

Selected Service Calls for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Alarms	27	41	Assist Motorist	22	19	Check Well-Being	85	76	Foot Patrol	82	52
Assist Other Agency	56	68	Bike Patrol	0	0	Special Events	1	7	Suspicious Activity	74	51

Current Incident Status for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Open	17	45	Arrest	263	200	Closed	2424	1793	Suspended	43	42

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

February 2022

SWORN PERSONNEL: 45 SWON OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	7 officers
Squad D2	8 officers
Squad N2	7 officers
C3I/C3IN	3 officers
School Resource	1 officer
Academy	2 recruits
Medical/Modified Duty	3 officers

CIVILIAN EMPLOYEES: 6 full time, 9 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	1 part time
MCIN 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	2 part time

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 264.25
COMP TIME USED: 56.75
SICK TIME USED: 436

YEAR TO DATE (beginning 07/01/21): 6,568.875
YEAR TO DATE (beginning 07/01/21): 1,295.375
YEAR TO DATE (beginning 07/01/21): 2,136

OVERTIME REPORT

OVERTIME WORKED: 40.5
HOSPITAL SECURITY: 52
COURT TIME WORKED: 32

YEAR TO DATE (beginning 07/01/21): 1,649.5
YEAR TO DATE (beginning 07/01/21): 715.5
YEAR TO DATE (beginning 07/01/21): 2,195

File Attachments for Item:

. Utilities Division F/W/S monthly report for February, 2022

Utilities Division Activity Report for February 22 WATER

REQUEST	W/E 2/4/22	W/E 2/11/22	W/E 2/18/22	W/E 2/25/22	MONTHLY TOTALS
Service Technicians					
NON READS	16	35	31	34	116
FINAL READS/TURN ONS/SHUT OFFS & DEMOS	1	1	3	1	6
LEAK INVESTIGATIONS/ <i>turn off-on</i>	12	13	3	11	39
METER/STOP INVESTIGATIONS	1	7	10	12	30
REPAIR WIRING/GET READING					0
ORANGE TAG FOR REPAIRS		5	4	4	13
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	47	66	76	64	253
NONPMT/BAD CK/AGREE SHUT OFFS	51	54	88	40	233
SUSPENDED ACCTS - RECHECKS	40	49	3		92
REPLACE/REPAIR METER/LID/VALVE					0
DIRTY WATER/ODOR					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCK	1				1
NEW METER		8	1		9
METER FIELD TESTS-Residential					0
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out			1		1
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER/DIRTY WATER	1				1
MOVE METERS OUTSIDE READINGS	2	4	4	3	13
SP Change Outs/Repairs/Reactivates/Move	2	10	5	3	20
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO	2	4	4	3	13
HYDRANT/IRRIGATION METER					0
Total					840
Pipe Technicians					
LINE LOCATOR	71	114	107	111	403
TAPS SERVICED	2	7	5	5	19
LEAKS REPAIRED	2			3	5
FAYETTE ST MAIN REPLACEMENT				4	4
148 MARY ST - RAISED METER BOX 4"	4				4
211 E ELDER - LEVELED BOX	4				4
FRED ST/WINDSOR - COLD MIXED HOLES	4				4
HAULED DIRT/CONCRETE FROM BIN TO PARK	3				3
COLD MIXED CHURCH ST	4				4
CLEANED TRUCKS & WAREHOUSE	4				4
DURHAM DR - COLD MIXED DITCH LINE		3			3
NEW VAC DEMO AT WAREHOUSE		7			7
204/206 FULTON - FIND MAIN FOR DEMO		3			3
204 & 206 FULTON - ABANDONED SERVICES		3			3
JOHNSON @ GREENE - INSTALLED VALVE BX			4		4
INVESTIGATED LEAK - GOLDEN LN			3		3
PINE AVE - NPL HIT LINE/ABANDONED SERV			4		4
730 OLD TOWN - TOPSOILED AROUND BOX			4		4
UTAH/MASS/MULLIN - BACKFILLED BOXES			3		3
EMERGENCY LOCATE - 127 SOUTH			4		4
322 PACA - VAC OUT/TURN OFF			4		4
344 DAVIDSON - ABANDONED SERVICE			3		3
ASSIST 379 CREW W/ LEAK ON GOLDEN LN			3		3
CLEANED & GREASED PAYLOADER			3		3
HOOKED UP NEW SAW ON SKID STEER				3	3
DIRTY WATER/FLUSHED NEAR 538 FORT AVE				3	3
RAISED BOX - 221 E ELDER			4		4
VAC OUT CURB BOX - BW SCHOOL				3	3
ABANDONED SERVICE - 224 CHARLES ST				3	3
CLEANED WAREHOUSE & TRUCKS				4	4

Watershed

Hauled dirt & stumps to spoils pile
 Refueled all equipment
 Trimmed trees (several days)
 Pressure washed #379
 Rain day - cleaned shop @ dam
 Removed trash from upper dam
 Sharpened chainsaw & replaced battery
 Moved all pipe fittings & hydrants to clear snow from fence area at warehouse
 Moved trailer to dam
 Removed brush & debris
 Jackhammered slabs out of lower garage
 Removed trees & brush - Ice House Rd
 Cleaned up Ice House Rd with D5 & excavator
 Pushed off dirt at spoils pile
 Flushed hydrants - BW tank
 Moved brush
 Cleaned tracks on 392 & 390
 Greased 317 and put air in tires
 Delivered load of cold mix to warehouse
 Removed trees from fence at WFP (several days)
 Leak Investigation - Golden Ln
 Pulled old fence posts
 Timmed trees on Golden Ln
 Repaired leak on 36" main - 766 Golden Ln
 Hauled brush from Golden Ln
 Refueled northend pump station generator
 Removed downed trees from Eastman Rd
 Graded fire roads, cleaned ditches and breakers
 Met at Cessna Bros on Pine Ridge about using access road
 Flushed hydrants - BW Drive/Mocassin Path
 WFP access rd - dug, hauled & pushed shale

Projects

Projects					0
GRAND TOTAL					1365

February 2022 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates
Check sewage regulators
Safety meeting
Clean pump station
Removed trees for new fence around service center
Perform other maintenance work as required

SEWER BRANCH

Calls answered	14
Service lines opened	3
Owner's trouble	11
Traced lines/main	377
Mains Repairs/ Replace	3
Sewer taps installed/replaced	0
Cleaned catch basins	2
Cleanouts installed	1
Televised sewer mains	200 FEET
Televised sewer lines	0
Call outs/ overtime	10 callouts/ 25 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	0
Flushed mains	6,150 Feet
Gallons of water used	15,500 Gals.
605 Vac-con truck	5,000 Gals.

608 Flush truck

10,500 Gals.

Safety meeting

Yost Ave Raised manhole with 24" pipe
613 Maryland Ave in alley repaired sewer main
133 Mary St. camera sewer main. Main needs repaired
133 Mary St. repaired sewer main add C/O
25 N. Centre St. repaired sewer main (NPL)
High Bedford put plate over manhole
Check Valley St. CSO (over powered)
151 N. Centre St. cleaned catch basin in Alley
Bond St. cleaned catch basin in alley
Fort Ave flushed line to remove a piece of terra cota from main
529 Williams St. cameraed main (roots)
flushed main to remove roots
Reynolds St. flushed main to
remove roots
Service Center cleand all storm
drains
checked all CSO sites
Hydro 1 site (sewer)
Hydro 4 site (water)

File Attachments for Item:

1. Approval of the Work and Closed Session Minutes of October 27, 2021

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, October 27, 2021
2:30 p.m.

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

ALSO PRESENT: Ken Tressler, Interim City Administrator; Marjorie Woodring, City Clerk; Matt Miller, CEDC Executive Director; Stu Czapski, Economic Development Specialist; Mike Getty; Kyle Talente and Matt Cardin, RKG Associates; Jonathan Hutcherson, CEDC Board Chair

Media: Greg Larry, Cumberland Times-News

I. UPDATE FROM RKG ASSOCIATES ON CEDC STRATEGIC PLAN REASSESSMENT

Matt Miller introduced Kyle Talente and Matt Cardin from RKG Associates, advised that they had done the initial study for the Strategic Plan, and said they are here to revisit where things stand, and added that this is not a final product, but is just half way through.

Mr. Talente advised that they will be going through the analytical process and recommendations for the City to take forward. He stated that they have bi-weekly discussions with Mr. Miller and Mr. Czapski. Mr. Talente provided a **PowerPoint Presentation**, and advised on the Study Area Boundaries, that included the counties of Allegany, Garrett, Mineral, Somerset, and Bedford, with Washington County not being included in the region because it's a different market, but added that it was used as a means of comparison:

DEMOGRAPHIC TRENDS AND CONDITIONS:

POPULATION TRENDS AND PROJECTIONS

- Cumberland continues to lose population – declined by 7% between 2010 & 2021
- Average household sizes remained stable – consistent with job losses in previous decade
- Entire 5-county region – same issue; decreased by 7402 people
- Washington County – population growth + job losses = suburbanization

HOUSEHOLD TRENDS AND PROJECTIONS

- Cumberland household base declining – 616 households lost between 2010 & 2021
- Similar situation regionally – ratio of populations/household losses vary
- Impact reveals household sizes growing outside City
- Washington County growth consistent with population growth – household sizes not changing much

AGE COHORT TRENDS

- Population increased among seniors – retired or transitioning; decreased spending
- Slight increase in millennial generation – much larger in other locations
- Population decreased among the working age – impacts of Gen-X
- Regional age changes consistent with Cumberland
- Natural progression of generations adversely impacting child numbers

RACIAL AND ETHNIC COMPOSITION

- Roughly 10% of population in Cumberland represented by minorities, but larger than region
- Foreign-born population low in Cumberland; resettlement activity low

HOUSEHOLD INCOME TRENDS

- Cumberland has lower median income compared to region
- Allegany County median income increased by 30.1%
- Bedford and Mineral counties, largest increases among counties in region
- Projection data show income stagnation, except Mineral

IMPLICATIONS:

- Decline in labor force shaping economic development opportunities
- Fewer workers to support aging population – fiscal implications
- Decline in job/population growth having ripple effects
- Economic development & place making need to occur concurrently

ECONOMIC BASE AND CONDITIONS:

UNEMPLOYMENT TRENDS (2018 – 2021)

- Covid-19 had typical impact on region
- Regional impact greater than Allegany County
- Washington County's economy more resilient

LABOR FORCE TRENDS (2018 – 2021)

- Covid-19 impacts had multiplier effect – unemployment increase; labor force decrease
- Since January 2021, participation steadily increasing
- Allegany County reported lower rates of labor force participation than comparable counties across region

EDUCATIONAL ATTAINMENT

- Cumberland and Allegany County highest in region
- Contrasts earnings, with City having lower median household income – higher unemployment and higher concentration of very low earners
- Washington County – higher attainment levels

COMMUTING PATTERNS

- Cumberland is a net importer of workers
- Most workers traveling in from other parts of the County
- More residents work outside than within City limits, reinforces need to create jobs for City residents

RESIDENT EMPLOYMENT SHIFTS IN CUMBERLAND

- Job losses during 2010s for residents consistent with regional impacts, with Retail, Admin, and Support hit hardest
- Construction industry declined, with slight increases among a few industries
- (impacts of Covid-19 *not* included in this data)

EMPLOYMENT INDUSTRY SHIFTS IN CUMBERLAND

- Reduction in jobs in Cumberland reflects economic & fiscal impacts
- Arts, Entertainment and Recreation growth coincides with increasing attraction to region's natural amenities
- Growth in government partially reflects recovery

EMPLOYMENT INDUSTRY SHIFTS IN ALLGANY COUNTY

- (*this data includes impact from Covid-19*)
- Job losses occurred across several industries, some heavily influenced by Covid-19
- Some industries experienced job gains

EMPLOYMENT INDUSTRY SHIFTS IN REGION

- Job losses uniform across region, some heavily impacted by Covid-19
- Growth in employment pre-Covid-19 not uniform across region
- Garrett County, only county in region with net job gains – mostly accommodation & food services

IMPLICATIONS:

- Cumberland & Allegany County's ability to weather economic downturns is tested
- Economic lag in local economy – Covid-19 most likely made situation worse
- Labor force below pre-Covid-19 levels – “Great Resignation” rippling through US
- Economic development focus on industries serving larger market areas will create greater economic stability
- Cumberland's diverse workforce is an asset, supporting variety of business types
- Small and shrinking workforce a challenge

REAL ESTATE ANALYSIS:

BUILDING USES

- Oversupply of retail/service uses may exist in City's boundaries – consuming most of the building space

- Manufacturing and warehousing uses maintain high proportion
- “Other” category includes mixed-use buildings, with many located on Centre Street in downtown

LAND USES

- Retail/Service use consume the most land area-330 acres – reinforces that City may be overserved with those uses
- Office uses consume 15% of non-residential land area
- Restaurant/Lodging uses represent approx. 4% of total non-residential land

VACANT LAND

- Vacant land parcels unevenly divided between commercial and industrial
- Most vacant land properties are smaller than 1 acre – development efforts should focus on infill development for commercial use
- Use of temporary structures (food trucks, pop-up tents) could create new activity that can lead to more permanent users
- High proportion of vacant acres have construction limitations due to environmental constraints
- Opportunities: competitive sports complexes, land swaps with existing sports facilities and parks that are not constrained

VACANT COMMERCIAL PARCELS

- Minimal land area for large scale commercial developments
- Many opportunities for infill development scattered throughout the City – near downtown and east of I-68

SALES TO PROPERTY VALUES

- Market value can be measured by comparing sales prices to their assessed values
- Highest demand for mixed-use development and highway commercial uses

IMPLICATIONS:

- New commercial development since 2011 – concentrated in highway service businesses
- This activity a small increase over existing commercial space
- Does not account for rehabilitation investment downtown
- Future economic development diversification going to be dependent on building the market; strengthening supply of industrial space; infill development and adaptive reuse to diversify the marketplace

II. DISCUSSION

Councilman Cioni inquired about how to attract artisan businesses, considering the current workforce problems. Mr. Talente replied that the City already has resources to train people, and suggested a County and Allegany College partnership for workforce training.

Councilman George asked about the Footer building, and about using it as an example, or something else on a different scale. Mr. Talente explained that the Footer building is a perfect example for downtown, but said he's not sure it would work elsewhere. He said there was a missing middle-market housing, which could be townhomes or rowhomes. He added that the City's housing stock is good, but the question is how to keep and improve upon it, and discussed programs to help buy old properties, which he advised would make people outside the community be attracted.

There was discussion about double-taxation in the City which some people don't understand and don't want to pay, in spite of the services Cumberland provides. There were questions about what can be done to change that. Mr. Talente suggested a better marketing campaign that advertises those services to make potential buyers aware of the value they are getting. He added that Cumberland has a marketing and problem that transcends all aspects of economic development, and said there is a lot of "positive" here that doesn't get out. Mr. Talente advised that people need to be educated so they can make an informed decision, and said marketing will cost money, so the M&CC will have to consider investing more funds.

Greg Larry discussed high-speed broadband coming to the downtown with the Baltimore Street Revitalization Project, and asked if, along with improving the streetscape and upgrading utilities, would that bring something similar to what's happening at the Footer building. Mr. Talente advised that it's something that should happen, and stated that one of the fundamental needs of someone who wants to live here is reliable high speed broadband connectivity. He added that the Baltimore Street Revitalization is nothing but positive for economic development.

Councilman George inquired about a community of "rural sourcing" individuals that network, that are available to tap into as part of future marketing program. Mr. Talente explained that across all industries there is the realization that workers don't have to be in the office at all times, and they are looking at that to reduce costs with less physical space and non-essential jobs off-site. He said there is a pool, but not one specific industry over another. He added that there are opportunities in almost every white-collar industry.

There was discussion about attracting businesses, but there is the need to build space. Councilwoman Marchini advised that with rural sourcing it seems logical to start with housing. Mr. Talente explained that for rural sourcing the business structure is broadband, and said the most immediate opportunity is to bring people here to work remotely and provide them with the opportunity to create their own business. He added that creating opportunities here for people to create a lifestyle they want while still working is the first step, and then begin working with property owners early on to create strategies for housing that will be attractive to these people.

III. ADJOURNMENT

With no further business at hand, the meeting adjourned at 3:35 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, October 27, 2022; 3:35 p.m.

The Mayor and City Council convened in open session at 3:35 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (3) & (7) of the General Provisions Article of the Annotated Code of Maryland to receive legal advice from the City Solicitor regarding the zoning for a particular property, and to discuss the potential acquisition of a property located along Messick Road.

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

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

ALSO PRESENT: Ken Tressler, Interim City Administrator; Michael Cohen, City Solicitor; Marjorie Woodring, City Clerk; Matt Miller, Executive Director-CEDC; Stu Czapski, CEDC Economic Development Specialist; Jonathan Hutcherson, President-CEDC Board of Directors; Mike Getty, CEDC legal representative; Kyle Talente, President-RKG Associates, Inc.; Matt Cardin, RKG Associates

File Attachments for Item:

. **Order 26,974** - accepting the bid from Burgmeier's Hauling, Inc. for the transportation and disposal of grit, scum and screenings from the John D. DiFonzo Water Reclamation Facility, City Project No. 11-21-WWTP, in the amount of \$3,401 per month (lump sum) for the contract period July 1, 2022 - June 30, 2025, allowing for two additional 1-year extensions upon mutual agreement

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

ORDER NO. 26,974

DATE: March 15, 2022

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

THAT the bid of Burgmeier's Hauling, Inc., P.O. Box 929, Altoona, PA, 16603, for the transportation and disposal of grit, scum, and screenings from the John D. DiFonzo Water Reclamation Facility (11-21-WWTP) be and is hereby accepted in the lump sum per month amount of Three Thousand, Four Hundred Two Dollars and No Cents (\$3,402.00) for the contract period July 1, 2022 through June 30, 2025, with no other bids being received; and

BE IT FURTHER ORDERED, that this contract allows for two (2) additional one (1) year extensions upon mutual agreement.

Raymond M. Morriss, Mayor

Budget: 003.310.20100

Council Agenda Summary

Meeting Date: March 15, 2022

Key Staff Contact: Raquel Ketterman

Item Title: Transportation and Disposal of Grit, Scum and Screenings from the John J. DiFonzo Water Reclamation Facility (Project No. 11-21-WWTP)

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

Consider describing in detail 1) what the project / purchase / contract/ presentation, etc. entails; 2) what funding will be used; 3) whether the project, etc. is budgeted for this fiscal year or what other funding will apply; 4) if sole source, how the purchase qualifies under the code provisions; 5) benefits to City; 6) timeline, etc.

An order to accept Burgmeier's Hauling bid of \$3,402 per month (lump sum) for the transportation and disposal of grit, scum and screenings from the John J. DiFonzo Water Reclamation Facility (11-21-WWTP) for the contract period of July 1, 2022 to June 30, 2025. The contract allows for two additional 1-year extensions upon mutual agreement.

No other bids were received.

Amount of Award: \$3,402.00 per month (\$40,824 annually)

Budget number: 003.310.20100

Grant, bond, etc. reference:

BID OR PROPOSAL

Proposal by Burgmeier's Hauling Inc

 Name

305 North Lee St.

 Address (Street and/or P.O. Box)

Cumberland	MD	21502
City	State	Zip
(814) 515-6596	(814) 624-2404	
A.C. Phone No.	A.C. Fax No.	

To furnish all materials and to perform all work in accordance with the Plans and Specifications relating to a contract for:

***TRANSPORTATION AND DISPOSAL OF GRIT, SCUM AND SCREENINGS FROM THE JOHN J. DIFONZO
 WATER RECLAMATION FACILITY
 CITY PROJECT NO. 11-21-WWTP***

as set forth in the Description which is a part of the Contract documents, on which proposals will be received until, but not after 2:00 p.m., Local Time, on 2/23/2022, as set forth in the Invitation for Bids herewith.

To the Mayor and City Council
 City of Cumberland
 Maryland

Mayor and City Council:

In accordance with the advertisement of the City of Cumberland, inviting proposals for the work hereinbefore named, and in accordance with the plans and specifications now on file in the City Engineering Department do/does certify that Burgmeier's Hauling Inc is/are the only person or persons interested in this proposal as principals; that the proposal is made without collusion with any persons, firm or corporation; that and examination has been made of the specifications and contract form contained herein, also of the plans and of the site of the work and Burgmeier's Hauling Inc do/does propose to furnish all necessary machinery, equipment, material specified, labor and other means of engineering and design in whatever manner and sequence required. It is understood that the quantities of work as shown on the "Bid Form" are to be performed complete at the indicated unit prices bid for each item.

BID FORM

All grit, scum, and screenings, etc. shall be collected twice a week during the early AM hours of Monday and Thursday. All inorganic material shall be disposed of in an approved sanitary landfill. The approximate quantity of inorganic material to be removed is fourteen (14) cubic yards per week. Contractor shall be responsible for all landfill tonnage fees; tonnage fees shall be included in the "Lump Sum per Month" Figure.

ITEM NO.	ITEM	UNITS	QTY	UNIT PRICE	TOTAL COST
1	Transportation and Disposal of Grit, Scum, and Screenings	Lump Sum per month	36	\$3,402.00	\$122,472.00
TOTAL- ITEMS					
Part 1 Bid					

WRITTEN TOTAL: Three-Thousand, four hundred and two dollars per month

ADD ALTERNATE

ITEM NO.	ITEM	UNITS	QTY	UNIT PRICE
2(A)	On-call hauling/disposal price per cubic yard (see Special Provisions; Scope of Work #9)	Cubic Yard	1	\$32.50 PER YARD

Signed *Mathew Burgmeier* VP 2/22/22
 PO Box 929 Altoona PA 16603
 1356 Old Sixth Ave Altoona PA 16601
 Mathew BURGMEIER Vice President
 Karen Jensen Secretary

File Attachments for Item:

. **Order 26,975** - accepting the bid of Harbel, Inc. for the Queen City Drive ADA Improvements Project (16-20-M) in the not-to-exceed amount of \$59,692.50, contingent upon the release of CDBG funds

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

ORDER NO. 26,975

DATE: March 15, 2022

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

THAT, the bid from Harbel, Inc., 11521 Milnor Avenue, P.O. Box 0358, Cumberland, MD, 21502 for "Queen City Drive ADA Improvements" (16-20-M) in the not-to-exceed cost of Fifty-nine Thousand, Six Hundred Ninety-two Dollars and Fifty Cents (\$59,692.50) be and is hereby accepted; and

BE IT FURTHER ORDERED, that all other bids for this project be and are hereby rejected.

Raymond M. Morriss, Mayor

Contractor	Bid Amount
Harbel, Inc.	\$59,692.50
Excavating Associates, Inc.	\$74,984.00
First Fruits Excavating	\$72,880.00

Council Agenda Summary

Meeting Date: 3/15/2022

Key Staff Contact: Matt Idleman, PE

Item Title:

Award Queen City Drive ADA Improvements Contract, City Project 16-20-M

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

Award Queen City Drive ADA Improvements Contract to low responsive bidder, Harbel Inc., in the lump sum cost of \$59,692.50 and is contingent upon the release of CDBG funds.

The project includes sidewalk upgrades at the intersection of Queen City Drive and Bedford Street, including the installation of two ADA-compliant wheelchair ramps. The project also includes sidewalk upgrades at the intersection of Queen City Drive and Frederick Street, including the installation of two ADA-compliant wheelchair ramps.

This project was advertised for bid on 1/14/22. Bids closed on 2/9/22, with three qualified bids being received. The low bidder was Harbel Inc. with an acceptable bid of \$59,692.50. The other acceptable bids ranged from \$72,880.00 to \$74,984.00.

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

Amount of Award: \$59,692.50

Budget number:

Grant, bond, etc. reference: CDBG Grant Funds

PROJECT INFORMATION	
Project Title:	Queen City Drive ADA Improvements
City Project:	16-20-M
Contract Length:	60 Calendar Days
BID OPENING	
Date & Time:	February 9, 2022 @ 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION		
BIDDER	BIDDER	BIDDER
Harbel Inc.	Excavating Associates, Inc.	First Fruits Excavating
11521 Milnor Ave Cumberland, MD 21502	PO Box 434 Elerslie, MD 21529	407 Plum Run Rd. Ridgeley, WV 26753

BIDS AND ALTERNATES				Harbel Inc.		Excavating Associates, Inc.		First Fruits Excavating	
BID NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID									
1001	Mobilization	LS	1	\$ 10,400.00	\$ 10,400.00	\$ 3,118.00	\$ 3,118.00	\$ 14,950.00	\$ 14,950.00
1002	Construction Stakeout	LS	1	\$ 1,400.00	\$ 1,400.00	\$ 4,335.00	\$ 4,335.00	\$ 1,800.00	\$ 1,800.00
1003	Maintenance of Traffic	LS	1	\$ 2,730.00	\$ 2,730.00	\$ 6,548.00	\$ 6,548.00	\$ 5,750.00	\$ 5,750.00
1004	Inlet Protection	EA	2	\$ 492.00	\$ 984.00	\$ 311.00	\$ 622.00	\$ 150.00	\$ 300.00
2001	Class A Excavation (Incidental)	CY	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2002	5-Inch Reinforced Concrete Sidewalk	SF	780	\$ 18.50	\$ 14,430.00	\$ 27.00	\$ 21,060.00	\$ 28.00	\$ 21,840.00
2003	Type A Combination Concrete Curb and Gutter	LF	170	\$ 44.80	\$ 7,616.00	\$ 127.00	\$ 21,590.00	\$ 43.00	\$ 7,310.00
2004	Concrete Curb Wall - Type A	LF	100	\$ 43.75	\$ 4,375.00	\$ 44.50	\$ 4,450.00	\$ 43.00	\$ 4,300.00
3001	Removal of Existing Sidewalk	SF	150	\$ 18.65	\$ 2,797.50	\$ 21.50	\$ 3,225.00	\$ 10.00	\$ 1,500.00
3002	Demolish/Remove Existing Utility Pedestal	EA	1	\$ 1,400.00	\$ 1,400.00	\$ 867.00	\$ 867.00	\$ 1,200.00	\$ 1,200.00
3003	Remove and Reset Existing Sign Posts	EA	3	\$ 180.00	\$ 540.00	\$ 393.00	\$ 1,179.00	\$ 200.00	\$ 600.00
4001	Detectable Warning Surface	SF	110	\$ 60.50	\$ 6,655.00	\$ 14.00	\$ 1,540.00	\$ 58.00	\$ 6,380.00
4002	18-Inch White Heat Applied Thermoplastic Pavement Markers	LF	200	\$ 21.55	\$ 4,310.00	\$ 19.50	\$ 3,900.00	\$ 22.00	\$ 4,400.00
5001	Placing Furnished Topsoil, 6 Inch Depth	SF	150	\$ 8.20	\$ 1,230.00	\$ 10.00	\$ 1,500.00	\$ 12.00	\$ 1,800.00
5002	Turfgrass Establishment	SF	150	\$ 5.50	\$ 825.00	\$ 7.00	\$ 1,050.00	\$ 5.00	\$ 750.00

Harbel Inc.		Excavating Associates, Inc.		First Fruits Excavating	
Bid	✓	Bid	✓	Bid	✓
AoQtB	✓	AoQtB	✓	AoQtB	✓
ARVF	✓	ARVF	✓	ARVF	✓
Bid Bond	✓	Bid Bond	✓	Bid Bond	✓
TOTAL BID		\$ 59,692.50	\$ 74,984.00	\$ 72,880.00	

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


Matt Idleman, PE

Senior Engineer

File Attachments for Item:

. **Order 26,976** - accepting the proposal from Hite Associates, Inc. for the "WRF Head of Plant & Operations Building Roof Replacement Project" (5-22-WRF) in the estimated not-to-exceed cost of \$112,237.59, procured through Gordian EZ IQC using NJPA pricing to solicit a competitive bid

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

ORDER NO. 26,976

DATE: March 15, 2022

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

THAT, the proposal from Hite Associates, Inc., 11521 Milnor Avenue, Cumberland, MD, 21501 for "WRF Head of Plant and Operations Building Roof Replacement" (5-22 WRF) in the estimated unit cost not-to-exceed One Hundred Twelve Thousand, Two Hundred Thirty-seven Dollars and Fifty-nine Cents (\$112,237.59) be and is hereby accepted; and

BE IT FURTHER ORDERED, that this project was procured through Gordian EZ IQC using NJPA pricing to solicit a competitive bid.

Raymond M. Morriss, Mayor

Budget: 003.399.TP15.62000

Council Agenda Summary

Meeting Date: 3/15/2021

Key Staff Contact: Robert Smith, PE

Item Title:

WRF Head of Plant and Operations Building Roof Replacement

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

Accepting the proposal from Hite Roofing for City Project 5-22-WRF for the estimated unit cost of \$112,237.59. This project was procured through Gordian EZ IQC using NJPA pricing to solicit a competitive bid. The contractor will replace the existing shingled roofs for the Head of Plant and Operations Buildings which are detailed in the scope of work.

The project is fully funded through the Sewer Fund.

Amount of Award: \$112,237.59

Budget number: 003.399.TP15.62000

Grant, bond, etc. reference: None

WRF Roofs

3 messages

Robert Smith <robert.smith@cumberlandmd.gov>

Thu, Feb 24, 2022 at 2:37 PM

To: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>
Cc: Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Gents - I have received a proposal from Sourcewell to replace two roofs at the WRF which we borrowed \$100K for in the FY22 debt issuance. The proposal is for \$112,238. Can we exceed the budget and cover this with sewer funds or just proceed with one roof this year? We have \$100K programmed for WRF roofs in FY23. Can we reduce the FY23 request and move forward with the two roofs this year? Please let me know how I can proceed and I'll get an order on the 3/15 M&CC agenda. Let me know when you get a chance. Thanks.

Robert Smith, P.E.

Director of Engineering/Interim Utilities Manager

City of Cumberland

57 N. Liberty Street

Cumberland, MD 21502

Office 301-759-6600

Direct 301-759-6601

Cell 301-268-1180

FAX 301-759-6608

email: robert.smith@cumberlandmd.gov**CTYCUMBLND-WastewaterTreatment-ShingleRoofing-WorkOrderPackage.pdf**

92K

Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Thu, Feb 24, 2022 at 2:47 PM

To: Robert Smith <robert.smith@cumberlandmd.gov>
Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Hi Bobby,

Subject to Ken's approval, I recommend paying for the \$12K overage with Sewer Fund cash and proceeding with completing the work now.

Best regards,

Mark

[Quoted text hidden]

Ken Tressler <ken.tressler@cumberlandmd.gov>

Thu, Feb 24, 2022 at 3:51 PM

To: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>
Cc: Robert Smith <robert.smith@cumberlandmd.gov>, Derrik Grimm <derrik.grimm@cumberlandmd.gov>

I concur

[Quoted text hidden]

Ken Tressler, CPA

Director of Administrative Services

[57 N. Liberty Street](#)[Cumberland, MD 21502](#)[Office \(301\) 759-6406](#)[Cell \(304\) 813-6470](#)

Work Order Signature Document

EZIQC Contract No.: MD-WMA-R02-042419-HAS

New Work Order

Modify an Existing Work Order

Work Order Number: 101349.00

Work Order Date: 02/15/2022

Work Order Title: CTYCUMBRLND - Wastewater Plant - Replace Roofs

Owner Name: City of Cumberland

Contractor Name: Hite Associates, Inc.

Contact: Robert Smith

Contact: Scott Rice

Phone: 301-759-6601

Phone: No Data Input

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No MD-WMA-R02-042419-HAS.

Brief Work Order Description:

Replace Roof on Operations Building and Pump Building.

Time of Performance

See Schedule Section of the Detailed Scope of Work

Liquidated Damages

Will apply:

Will not apply:

Work Order Firm Fixed Price: \$112,237.59

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Scott Rice
Hite Associates, Inc.
11521 Milnor Avenue
Cumberland, MD 21501
No Data Input

From: Robert Smith
City of Cumberland

301-759-6601

Date Printed: February 15, 2022

Work Order Number: 101349.00

Work Order Title: CTYCUMBRND - Wastewater Plant - Replace Roofs

Brief Scope: Replace Roof on Operations Building and Pump Building.

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

The City of Cumberland Maryland
Replace Roofs
Wastewater Treatment Facility
The City of Cumberland Maryland
57 N. Liberty Street
Cumberland MD. 21502

The Contractor shall perform the following Detailed Scope of Work.

The Contractor shall replace the existing roof materials and install new roof materials at The City of Cumberland Wastewater Treatment Facility located at 105 E. Offu Street, Cumberland, Maryland 21502.

The work shall be done on the following buildings:

1. Operations Building - approx. 132' X 32'
2. Pump Building (3 Level Roof) 60' X 39' - 16' X 28' - 16' X 28'

The existing roof materials are shingles and shall be removed.

Once the shingles have been removed the Contractor shall make sure there are no "soft spots" in the existing underlayment/ structure.

There shall be an Allowance of \$3,000.00 to help cover any cost of unforeseen conditions and "soft spots".

The Contractor shall install 40 mil underlayment across the roof areas as well as snow and ice guard, prior to installing the new roof materials.

Once the underlayment has been installed the contractor shall install new asphalt shingles across the roof areas.

Detailed Scope of Work Continues..

Work Order Number: 101349.00

Work Order Title: CTYCUMBRLND - Wastewater Plant - Replace Roofs

The Contractor shall also remove all rain gutters and downspouts and install new gutters and downspouts.

Contractor Date

Owner Date

Contractor's Price Proposal - Summary

Date: February 15, 2022
IQC Master Contract #: MD-WMA-R02-042419-HAS
Work Order Number: 101349.00
Owner PO #:
Work Order Title: CTYCUMBRLND - Wastewater Plant - Replace Roofs
Contractor: Hite Associates, Inc.
Proposal Name: CTYCUMBRLND - Wastewater Plant - Replace Roofs
Proposal Value: \$112,237.59

01 - General Requirements	\$19,895.80
02 - Site Work	\$1,407.51
07 - Thermal & Moisture Protection	\$90,934.27
Proposal Total	\$112,237.59

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: February 15, 2022
IQC Master Contract #: MD-WMA-R02-042419-HAS
Work Order Number: 101349.00
Owner PO #:
Work Order Title: CTYCUMBRLND - Wastewater Plant - Replace Roofs
Contractor: Hite Associates, Inc.
Proposal Name: CTYCUMBRLND - Wastewater Plant - Replace Roofs
Proposal Value: \$112,237.59

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
01 - General Requirements					
1	01 22 16 00-0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$3,000.00
			Installation	Quantity 2,727.27 x Unit Price 1.00 x Factor 1.1000 = Total \$3,000.00	
2	01 22 23 00-0029		WK	60' Engine Powered, Articulating (Up/Over) Boom Manlift	\$4,751.71
			Installation	Quantity 3.00 x Unit Price 1,252.99 x Factor 1.2641 = Total \$4,751.71	
3	01 22 23 00-0993		DAY	10,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$6,499.62
			Installation	Quantity 5.00 x Unit Price 1,028.34 x Factor 1.2641 = Total \$6,499.62	
4	01 22 23 00-0993	0034	MOD	For Equipment Without Operator, Deduct	-\$2,211.42
			Installation	Quantity 5.00 x Unit Price -349.88 x Factor 1.2641 = Total -\$2,211.42	
5	01 54 23 00-0007		CCF	Up To 20' Height Scaffolding Initial Erection And Final Dismantling, Per CCF Of Scaffolding And Accessories	\$2,887.20
			Installation	Quantity 100.00 x Unit Price 22.84 x Factor 1.2641 = Total \$2,887.20	
				To Install Soffit Closest to the Water Bays	
6	01 71 13 00-0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.	\$1,498.74
			Installation	Quantity 2.00 x Unit Price 592.81 x Factor 1.2641 = Total \$1,498.74	
7	01 74 19 00-0015		EA	30 CY Dumpster (2.5 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$3,469.95
			Installation	Quantity 5.00 x Unit Price 549.00 x Factor 1.2641 = Total \$3,469.95	

Subtotal for 01 - General Requirements **\$19,895.80**

02 - Site Work

Contractor's Price Proposal - Detail Continues..

Work Order Number: 101349.00
Work Order Title: CTYCUMBRLND - Wastewater Plant - Replace Roofs

Proposal Name: CTYCUMBRLND - Wastewater Plant - Replace Roofs
 Proposal Value: \$112,237.59

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
02 - Site Work					
8	02 90 50 00-0196		DAY	Vehicle, Pick-up, SUV, Car	\$1,407.51
				Installation	
				Quantity	Unit Price
				15.00 x	74.23 x
					Factor =
					Total
					\$1,407.51
Subtotal for 02 - Site Work					\$1,407.51
07 - Thermal & Moisture Protection					
9	07 31 13 13-0008		SQ	265 LB/SQ, 5" Exposure, Two Layer Laminated Fiberglass Reinforced, Asphalt Composition Shingle (CertainTeed Landmark Plus)	\$54,419.23
				Installation	
				Quantity	Unit Price
				106.00 x	269.16 x
					Factor =
					Total
					\$36,065.99
				Demolition	
				Quantity	Unit Price
				106.00 x	136.97 x
					Factor =
					Total
					\$18,353.24
10	07 31 13 13-0022		LF	Architectural Hip And Ridge Shingles	\$1,808.93
				Installation	
				Quantity	Unit Price
				300.00 x	3.08 x
					Factor =
					Total
					\$1,168.03
				Demolition	
				Quantity	Unit Price
				300.00 x	1.69 x
					Factor =
					Total
					\$640.90
11	07 34 00 00-0005		SQ	Fire Rated, Polypropylene Roofing Underlayment, Mechanically Fastened (Rex™ Synfelt)	\$3,901.39
				Installation	
				Quantity	Unit Price
				70.00 x	35.39 x
					Factor =
					Total
					\$3,131.55
				Demolition	
				Quantity	Unit Price
				70.00 x	8.70 x
					Factor =
					Total
					\$769.84
12	07 34 00 00-0005	0032	MOD	For >50 To 75, Deduct	-\$63.71
				Installation	
				Quantity	Unit Price
				70.00 x	-0.72 x
					Factor =
					Total
					-\$63.71
13	07 34 00 00-0016		SQ	40 Mil, Fire Rated, Embossed Surface, Rubberized Asphalt Adhesive, High Density Cross Laminated Polyethylene Reinforcement, Roofing Underlayment, Self-Adhering (Grace Ice And Water Shield®)	\$8,133.22
				Installation	
				Quantity	Unit Price
				50.00 x	128.68 x
					Factor =
					Total
					\$8,133.22
				6 feet up the Eave's, 3 feet up the rakes	
14	07 34 00 00-0016	0032	MOD	For >50 To 75, Deduct	-\$217.43
				Installation	
				Quantity	Unit Price
				40.00 x	-4.30 x
					Factor =
					Total
					-\$217.43
15	07 41 33 00-0008		LF	1" "J" Channel, Starter Strip Trim	\$2,332.26
				Installation	
				Quantity	Unit Price
				820.00 x	2.25 x
					Factor =
					Total
					\$2,332.26
				To Install Soffit	
16	07 46 16 00-0022		LF	1' Overhang, 0.019" Thick, Solid Or Vented Aluminum Soffit	\$3,685.61
				Installation	
				Quantity	Unit Price
				740.00 x	3.18 x
					Factor =
					Total
					\$2,974.68
				Demolition	
				Quantity	Unit Price
				740.00 x	0.76 x
					Factor =
					Total
					\$710.93

Contractor's Price Proposal - Detail Continues..

Work Order Number: 101349.00
Work Order Title: CTYCUMBRLND - Wastewater Plant - Replace Roofs

Proposal Name: CTYCUMBRLND - Wastewater Plant - Replace Roofs
 Proposal Value: \$112,237.59

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
07 - Thermal & Moisture Protection					
17	07 62 13 00-0028		SF	24 Gauge, Galvanized Steel Flashing	\$1,854.69
				Installation	
				Quantity	Unit Price
				140.00	10.48
				x	x
				Factor	Total
				1.2641	= \$1,854.69
				Step Flashing, Rake Trim, and Hot Pipe Flashing	
18	07 62 19 00-0172		LF	>5" To 7" Girth, 24 Gauge, KYNAR 500® Finish, Galvanized Steel Drip Edge	\$5,382.29
				Installation	
				Quantity	Unit Price
				610.00	6.40
				x	x
				Factor	Total
				1.2641	= \$4,935.05
				Demolition	
				Quantity	Unit Price
				610.00	0.58
				x	x
				Factor	Total
				1.2641	= \$447.24
19	07 71 23 00-0006		LF	5", 0.032" Thick, K-Style Aluminum Gutter	\$5,320.60
				Installation	
				Quantity	Unit Price
				610.00	5.13
				x	x
				Factor	Total
				1.2641	= \$3,955.75
				Demolition	
				Quantity	Unit Price
				610.00	1.77
				x	x
				Factor	Total
				1.2641	= \$1,364.85
20	07 71 23 00-0055		LF	4" x 5", 0.019" Thick, Rectangular Aluminum Downspout	\$3,491.57
				Installation	
				Quantity	Unit Price
				310.00	7.21
				x	x
				Factor	Total
				1.2641	= \$2,825.39
				Demolition	
				Quantity	Unit Price
				310.00	1.70
				x	x
				Factor	Total
				1.2641	= \$666.18
21	07 71 23 00-0055	0317	MOD	For 0.031" Thick, Add	\$885.63
				Installation	
				Quantity	Unit Price
				310.00	2.26
				x	x
				Factor	Total
				1.2641	= \$885.63

Subtotal for 07 - Thermal & Moisture Protection **\$90,934.27**

Proposal Total **\$112,237.59**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

File Attachments for Item:

. **Order 26,977** - authorizing execution of Change Order No. 1 to the contract with Carl Belt, Inc. for the Decatur Street 24" Crosstown Water Main Replacement Project (31-17-W) to add 160 calendar days to the completion date, setting the new completion date at August 10, 2022

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

ORDER NO. 26,977

DATE: March 15, 2022

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 to the original contract with Carl Belt, Inc., 11521 Milnor Avenue, Cumberland, MD 21502, for the "Decatur Street 24" Crosstown Water Main Replacement Project" (31-17-W) to add 160 (one hundred sixty) calendar days to the completion date, setting the new completing date at August 10, 2022.

Raymond M. Morriss, Mayor

Budget: 002.299E.63000
ARC and MDE Grant Funding, DWSRF Loans

Council Agenda Summary

Meeting Date: 3/15/2022

Key Staff Contact: Robert Smith, PE

Item Title:

Change Order No. 1 Decatur Street 24" Crosstown Water Main Replacement, City Project 31-17-W

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

Add 160 calendar days for final completion for the current project with Carl Belt, Inc. This sets the final completion date at August 10, 2022.

Amount of Award: None

Budget number: 002.299EE.63000

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

Date of Issuance: 3/4/2022	Effective Date: 3/4/2022
Owner: City of Cumberland	Owner's Contract No.: 31-17-W
Contractor: Carl Belt, Inc.	Contractor's Project No.: 4092
Engineer: Bennett, Brewer & Associates	Engineer's Project No.: 31-17-W
Project: Decatur Street 24" Crosstown Water Main Replacement	Contract Name: Decatur Street 24" Crosstown Water Main Replacement

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>3,112,885.95</u>	Original Contract Times: Substantial Completion: <u>150</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>0.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>0.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>160</u> Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>3,112,885.95</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>310</u> Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u></u> Contractor (Authorized Signature)
Title: _____	Title: _____	Title: <u>David Madden, C.O.O., Exec V.P.</u>
Date: _____	Date: _____	Date: <u>03/07/2022</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

File Attachments for Item:

. **Order 26,978** - authorizing the Chief of Police to enter into an agreement with the High Intensity Drug Trafficking Agency (HIDTA) to receive grant funding in the amount of \$16,435 for specific drug enforcement activities through their partnership with the Allegany County Narcotics Task Force

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

ORDER NO. 26,978

DATE: March 15, 2022

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

THAT, the Chief of Police is hereby authorized to enter into an agreement with the High Intensity Drug Trafficking Agency (HIDTA) to receive grant funding in the amount of Sixteen Thousand, Four Hundred Thirty-Five Dollars (\$16,435) for specific drug enforcement activities through their partnership with the Allegany County Narcotics Task Force.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: March 15, 2022

Key Staff Contact: Chief John “Chuck” Ternent

Item Title: FY22 HIDTA Grant

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

Authorize the Chief of Police to enter into an agreement with the High Intensity Drug Trafficking Agency also known as HIDTA to receive grant funding in the amount of \$16,435 for specific drug enforcement activities through their partnership with the Allegany County Narcotics Task Force.

Amount of Award: \$16,435.00

Budget number:

Grant, bond, etc. reference: Grant



**SERVICE AGREEMENT
BETWEEN**

WASHINGTON/BALTIMORE HIDTA (W/B HIDTA) - MERCYHURST
UNIVERSITY, Acting through its affiliate, W/B HIDTA, LLC, and solely as
Directing Trustee ("W/B HIDTA, LLC")

**AND THE
CUMBERLAND POLICE DEPARTMENT**

AGREEMENT NO.

Performance period is from January 1, 2022 through December 31, 2022.

Amount funded by this action not to exceed \$16,435

One (1) TFO Overtime (\$8,935) (ACDI)

One (1) TFO Vehicle (\$7,500) (ACDI)

1. **PURPOSE:** The Executive Board of The Washington/Baltimore HIDTA (W/B HIDTA) and W/B HIDTA, LLC under the authority of a federal grant from the Office of National Drug Control Policy has authorized funds to provide a vehicle allowance and officer overtime to those state and local agencies providing fulltime personnel to HIDTA initiatives. This Agreement is provided unilaterally; submission of an invoice by the Agency constitutes acceptance of the terms and conditions of this Agreement.
2. **VEHICLE and OFFICER OVERTIME ALLOWANCES:** The W/B HIDTA will pay a vehicle allowance to an Agency participating in a HIDTA law enforcement initiative that provides a vehicle(s) on a full-time basis for use by an officer(s) participating full-time in a HIDTA law enforcement initiative. Officer overtime allowances will be paid for overtime for task force officers participating full-time in a HIDTA law enforcement initiative.
3. **AUTHORIZATION OF VEHICLE and OFFICER OVERTIME ALLOWANCES:** All vehicle allowances must be requested and justified in the requesting initiative's annual budget submission and authorized by the Executive Board. Officer overtime allowances will be reimbursed on an as needed basis. For assistance with budget-related matters, initiative supervisors should contact the Law Enforcement Program Manager.

4. **PART-TIME USE INELIGIBLE:** Agencies providing vehicle(s) for use by an officer(s) participating in HIDTA activities on a part-time basis are not eligible to receive an allowance for those vehicles.

5. **REIMBURSEMENT PROCEDURES:** In order to be eligible to request payment of a vehicle allowance, participating Agencies must submit a list containing the name of the initiative, the name of the officer and the make, year, model and license number of the vehicle assigned to a HIDTA initiative for which an allowance will be sought. This list must be provided to the HIDTA's Finance Unit electronically (address below) within 30 days of the initiation of this agreement and by January 1 of each following year. Thereafter, the list must be updated by the first of each month for which this agreement is in effect. Requests for reimbursement for officer overtime will be submitted on an as needed basis and must include the date, hours worked, overtime in quarter hour increments (minutes less than 15 will not be considered for reimbursement), reason for overtime, case number, and other funding sources. This reimbursable overtime is the maximum that an agency can receive during the year from the W/B HIDTA.

SUBMISSION OF INVOICES: All payments shall be considered provisional and subject to adjustment within the total estimated cost, in the event the adjustment is necessary because of an adverse audit finding against the contractor. The Washington/Baltimore HIDTA and W/B HIDTA, LLC reserve the right to reject an invoice, in accordance with 2 CFR 200.305.

Before submission of the first invoice, return the attached Recipient Obligation Form.
**** Funds will not be released until this form is submitted to HIDTA Finance. ****

Washington/Baltimore HIDTA
Attn: Deb Flores, Finance Unit
Email; dflores@wb.hidta.org

Failure to comply could result in delayed or denied requests.

Submit Reimbursement Invoicing as follows:



OVERTIME: *Monthly*. Submit a cover invoice, on agency letterhead, with total dollar amount claimed along with the HIDTA Overtime Request Form 60, and Federal Accountability Form 61. Amount claimed per full time position cannot exceed **\$8,935** per year.

VEHICLE/FUEL: *Quarterly*. Submit a cover invoice, on agency letterhead, with total dollar amount claimed along with the HIDTA Vehicle Reimbursement Request Form 50. Amount claimed per vehicle cannot exceed **\$7,500 per year, \$1,875.00 a quarter.**

Include this I#, federal identification tax number, address for reimbursement, phone number and e-mail address of contact person on all invoice summary submissions.

**** The final invoice needs to be received by HIDTA *no later than* February 15, 2023 to be considered for payment. All remaining funds will be forfeited. ****

Point of Contact when submitting invoicing:

Washington/Baltimore HIDTA
Attn: Deb Flores, Finance Unit
Email: dflores@wb.hidta.org

6. **FINANCIAL DOCUMENTATION:** Any Agency accepting a vehicle allowance and/or officer overtime allowance is expected to maintain appropriate financial documentation and make any relevant records available to W/B HIDTA or the Office of State, Local and Tribal Affairs, Office of National Drug Control Policy (ONDCP) staff for audit purposes upon request.
7. **AMENDMENTS:** HIDTA funds are subject to ONDCP's HIDTA Program Policy and Budget Guidance and the Office of Management and Budget's (OMB) regulations regarding the use of grant funds. Any substantial change in ONDCP or OMB policy regarding the acquisition and use of vehicles may require the Executive Board to consider amendments or additions to this agreement to ensure compliance with Federal fiscal grant management guidelines. In no event shall any funds pursuant to this Agreement be guaranteed to any Agency, and this Agreement is expressly conditional upon the ongoing existence of the HIDTA program.

8. Agency assumes total responsibility for, any and all risk of loss, damage, or liability, which agency including its employees may sustain while providing personnel vehicles or related resources, services, and facilities (including databases), and Agency hereby releases and agrees not to hold W/B HIDTA, W/B HIDTA, LLC, their affiliates, and each of their Directors, Officers, Agents, Employees and Students, liable for any such loss, damage or liability in connection therewith.
9. In no event shall W/B HIDTA or W/B HIDTA, LLC including their respective affiliates and each of their Directors, Officers, Agents, Employees and Students be liable for any direct, indirect, incidental, special, punitive, reliance, consequential or other damages of any kind for any action or inaction on their part in connection with this Agreement or their actions pursuant thereto, regardless of the legal theory under which such liability might arise and regardless of whether W/B HIDTA, and W/B HIDTA, LLC have been advised of the possibility of such damages and regardless of whether the damages were foreseeable.
10. W/B HIDTA, LLC and the Washington/Baltimore HIDTA, actively subscribes to a policy of equal employment opportunity, and will not discriminate against any employee or applicant because of race, age, gender, color, sexual orientation, physical or mental disability, religion, national origin, or political affiliation.
11. If (i) adequate funds are not appropriated for the W/B HIDTA program for any federal fiscal year under the Grant governing the W/B HIDTA, or another grant or funding source (collectively, "Grant") which is utilized for this Agreement; or (ii) W/B HIDTA, LLC, or any of its affiliates, is no longer the HIDTA fiduciary for the W/B HIDTA, then W/B HIDTA, LLC may terminate this Agreement at the end of the month upon ninety (90) days' prior written notice. All parties acknowledge that W/B HIDTA, LLC is solely and exclusively acting in the role of a directed trustee for the HIDTA program, and as such, does not take responsibility for the performance of any provisions of this Agreement for which it does not have control over.
12. (a) Acceptance of this Contract constitutes certification by Agency is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency, is not delinquent on any federal debt, and will comply with the requirements of the Drug-Free Workplace Act PL 100-690, Title V, Subtitle D; the requirements of the Equal Employment Opportunity Act, E.O. 11246, as amended by E.O. 11375, and as supplemented by regulations at 41 CFR Part 60. The requirements of the Clean Air Act



(42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended in the performance of this Agreement.

(b) Agency certifies that no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an offer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, and that if any funds other than federally appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement.

(c) Agency agrees to notify W/B HIDTA, LLC if there is any change in status in any of the above certifications.

Any questions regarding this Agreement should be directed to the above named contact.

Signature Page

Tom Carr

3/1/2022

Authorized: Thomas H. Carr

Date

Director, Washington/Baltimore HIDTA

Authorized: *Jane M. Kelsey*

Date 01-11-2022

Mercyhurst University, through its affiliate, W/B HIDTA, LLC

Acting Solely as Directed Trustee



Accepted by Agency Official

Name: Chief Chuck Ternet

Agency: Cumberland Police Department

3/9/22

Signature of Agency Official

Date



File Attachments for Item:

. Maryland Dept. of Housing and Community Development (DHCD) Operating Assistance Grant – Main Street Improvement Program

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

ORDER NO. 26,978

DATE: March 15, 2022

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

THAT, the Chief of Police is hereby authorized to enter into an agreement with the High Intensity Drug Trafficking Agency (HIDTA) to receive grant funding in the amount of Sixteen Thousand, Four Hundred Thirty-Five Dollars (\$16,435) for specific drug enforcement activities through their partnership with the Allegany County Narcotics Task Force.

Raymond M. Morriss, Mayor

Budget: 002.299E.63000
ARC and MDE Grant Funding, DWSRF Loans

Council Agenda Summary

Meeting Date: March 15, 2022

Key Staff Contact: Melinda Kelleher – DDC Executive Director

Item Title:

Maryland Dept. of Housing and Community Development (DHCD) Operating Assistance Grant – Main Street Improvement Program

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

- 1) Funds will help mitigate challenges downtown businesses will face during the Baltimore Street Revitalization Project. Funds will be used for social media marketing including boosts for Facebook posts and hiring a firm or individual to plan a social media calendar and help execute it; the creation of promotional videos for downtown; and directional signage and banners to help guide patrons through downtown during construction and promote awareness for downtown.
- 2) Social Media Marketing - \$4,000; Video Production - \$4,000; Signage and Banners - \$5,000
- 3) The grant funds will be dispersed over one year commencing when the agreement is finalized. Payments are to be made quarterly, so we expect payments of about \$3,250 each quarter. Some of the funds will be paid in FY 22 and some in FY 23. The regular DDC budget and ARPA grant funding can supplement any gaps we may have in the line items of marketing and promotions and signage.
- 4) We expect any sole source purchases to be less than \$5,000, therefore can be made upon approval of the DDC Executive Director.
- 5) These grant funds will benefit the City in the following ways: 1) Help keep the downtown businesses operating and thriving during construction; assist locals and visitors with navigating downtown during construction; help build awareness of the downtown business community and the investment in downtown for potential investors.
- 6) These grant funds should start to be utilized in Q2 of FY2022 and be expended by the end of Q2 of FY2023.

Amount of Award: \$13,000

Budget number:

Grant, bond, etc. reference:

OPERATING ASSISTANCE GRANT PROGRAM GRANT AGREEMENT

This Grant Agreement (this "**Agreement**"), by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland ("**DHCD**") and MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND (the "**Grantee**"), is entered into as of the date it is executed by DHCD (the "**Effective Date**").

RECITALS

WHEREAS, Grantee has applied to DHCD for a grant under the Operating Assistance Grant Program (the "**Program**"). The Program includes (i) Operating and Technical Assistance Grants ("**TAG Grants**"), pursuant to §4-211 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended and the Code of Maryland Regulations ("**COMAR**") 05.11.01; and (ii) Main Street Improvement Program Grants ("**MIP Grants**"), pursuant to §6-102 of the Housing and Community Development Article of the Annotated Code of Maryland, COMAR 5.13.02, and DHCD's general authority to administer and implement programs, pursuant to §2-102 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended. The provisions of the Annotated Code of Maryland and the related regulations are referred to herein collectively as the "**Act**."

WHEREAS, the purpose of the TAG Grants is to enable eligible nonprofit organizations, local governments, local development corporations and local development agencies to obtain or provide advisory, consultative, training and educational services to initiate or enhance community development and commercial revitalization activities to bring reinvestment and economic revitalization to their communities.

WHEREAS, the purpose of the MIP Grants is to promote the development and revitalization of business districts in local jurisdictions through a grant to a local government designated as a Main Street Maryland community, a Baltimore Main Street, or a nonprofit Main Street organization, with the support of the local government.

WHEREAS, in reliance upon the representations and certifications contained in the Grantee's application for grant assistance dated April 21, 2021 (the "**Application**"), DHCD has approved an award of **MIP Grant** funds to the Grantee, to be expended by the Grantee in accordance with the requirements and provisions of this Agreement, the Program, DHCD's Program Policy Guide, as amended from time to time (the "**Guide**"), and the Act.

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, DHCD and Grantee agree as follows:

1. Specific Purpose. The purpose of this Agreement is to provide the Grantee with financial assistance to pay for the activities (the "**Project Activities**") set forth in Exhibit A attached hereto (the "**Project**").
2. Grant Amount.
 - (a) DHCD agrees to provide Grantee with a grant from the Program in a total amount not to exceed Thirteen Thousand and 00/100 Dollars (\$13,000) (the "**Grant**").

(b) The Grant shall be disbursed in accordance with Section 6 of this Agreement and as detailed in the budget (the “**Budget**”) set forth and attached as Exhibit B of this Agreement.

3. Grantee Contribution.

The Secretary of DHCD has made a determination to waive the Grantee contribution pursuant to COMAR 5.11.01.11(D) and COMAR 5.13.02.12.

4. Grant Period.

The Grant shall be disbursed over a one year term (the “**Grant Period**”). The Grant Period is deemed to commence on the Effective Date.

5. Expenditure of the Grant. Grantee agrees to use the Grant funds only for the approved Project. All expenses to be paid with the Grant shall be paid in a manner satisfactory to DHCD, prior to the expiration of the Grant Period. The Grantee shall expend the Grant only for the categories of activities set forth in the Budget. Grantee shall use the Grant in accordance with the provisions of the Act, the Guide, and this Agreement.

6. Disbursement of the Grant.

(a) Requests for disbursement of the Grant shall be in writing upon forms provided by DHCD.

(b) Requests for disbursement of Grant funds must be accompanied by a statement that the representations, certifications, and other matters contained in the Application and this Agreement are and remain true and complete in all material respects. Disbursement requests may seek funds to pay for certain projected costs anticipated to be incurred as well as reimbursement for costs incurred on or after the date of the Application. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for disbursement.

(c) All disbursements of the Grant are subject to the availability of funds from the Program during the Grant Period.

(d) Disbursements of the Grant may be made at any time after the Effective Date, subject however, to any special conditions set forth in Exhibit C.

(e) Disbursements of the Grant shall be made on a quarterly basis. DHCD reserves the right to make disbursements contingent upon completion by Grantee of the Project Activities, in a manner acceptable to DHCD. Grantee shall indicate on each periodic disbursement request all costs for which payment is requested.

(f) DHCD may make disbursements of the Grant more frequently than quarterly if DHCD, in its sole discretion, determines that a disbursement would materially benefit the Project and help the Grantee accomplish the Project Activities.

(g) DHCD reserves the right not to disburse all or any portion of the Grant if, in the sole determination of DHCD: (i) Grantee has failed to supply any material fact in a disbursement request; (ii) Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total

amount of the Grant; (iii) Grantee is in default under this Agreement; or (iv) the Project is not proceeding to the satisfaction of DHCD.

(h) If Grantee is not a local government or jurisdiction, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal agency or other State of Maryland ("State") agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services.

7. Default and Remedies.

(a) A default shall consist of a breach of any covenant, agreement, term or certification in this Agreement, including a determination by DHCD that (i) the Grantee has expended all or any portion of the Grant for purposes other than as set forth herein; (ii) the Grantee has expended all or any portion of the Grant other than in accordance with the permitted categories of activities and matching source of funds set forth in the Budget; or (iii) the Grantee is not completing the Project Activities to the satisfaction of DHCD.

(b) Upon the occurrence of default, DHCD, in its sole discretion may:

- (i) Reduce or withhold subsequent disbursements of the Grant;
- (ii) Demand repayment from Grantee of the portion of the Grant previously disbursed to Grantee; and
- (iii) Terminate this Agreement.

(c) In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive termination of this Agreement. Furthermore, no failure or delay of DHCD to exercise any right, power, or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification, or agreement, or preclude DHCD from exercising any such right, power, or remedy at any later time or times.

8. General Requirements of Records and Reports; Inspection.

(a) Records and Inspection. Grantee shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant. Grantee shall maintain and shall make the financial records, books, accounts, other relevant records, administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to DHCD during reasonable work hours upon request during the term of this Agreement and for a period of not less than 5 years following termination of this Agreement.

(b) Quarterly Progress Reports. During the term of this Agreement, Grantee shall provide DHCD with quarterly progress reports on each of January 1, April 1, July 1, and October 1, in a form to be provided by DHCD, which shall contain information about the progress of the Grantee in relation to

the Project, and Grantee's organizational goals, problems encountered, expenditures made against the Budget, and a projection of revenues required for the next quarter, including a disbursement request, if applicable. Grantee shall ensure that each quarterly progress report is received by DHCD within 10 working days of the close of the quarterly period.

(c) Final Report. Within 45 days after the expiration of the Grant Period, the Grantee shall submit to DHCD a final report (the "**Final Report**") which describes the progress made in fulfilling the purposes of the Grant, any problems encountered in fulfilling these purposes, as well as any other relevant factors related to the Grant as determined by DHCD. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of the Grantee, which lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report.

(d) Audit. Grantee shall provide DHCD with:

(i) An annual financial statement within 30 days of the end of the fiscal year of Grantee, and

(ii) Copies of any audits performed on Grantee's records by any other entities.

9. Modifications.

(a) DHCD will consider reasonable modifications to the Project. Prior to a request being made to DHCD, the board of directors or other governing body of the Grantee must first approve the modification.

(b) Upon approval of the modification by the board of directors or other governing body of the Grantee, Grantee shall submit a written request for modification of the Project to DHCD. DHCD shall determine, in its sole discretion, whether to allow the requested modification.

10. Assistance from DHCD. In carrying out the Project Activities, Grantee agrees to accept assistance from DHCD or DHCD's designee if DHCD deems it necessary.

11. Grantee's Certifications. Grantee certifies to DHCD that:

(a) Grantee is a local jurisdiction or local government, a local development agency, a local development corporation or a nonprofit organization duly organized and validly existing under the laws of the State, is qualified to do business in the State, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;

(b) This Agreement has been duly authorized, executed and delivered by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;

(c) (i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an "**Interested Person**"), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant;

(ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving

rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting;

(iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 11(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee’s Conflict of Interest Policy;

(d) The representations, statements and other matters contained in the Application are and remain true and complete in all material respects;

(e) If applicable, Grantee has obtained, or has reasonable assurances, that it will obtain, all federal, State and local government approvals, permits and reviews which may be required to accomplish the Project Activities and its goals under the Project;

(f) Grantee is not affiliated with or controlled by a for-profit organization;

(g) Grantee will comply with all applicable federal, State, and local laws, and all regulations, ordinances, and all terms and conditions established by DHCD or the State with respect to the operation of the Project;

(h) Grantee shall not use, and shall not permit others to use, the Grant funds to engage in political or legislative activities in violation of I.R.C. §501(c)(3);

(i) Grantee has complied or shall comply with all special conditions which may be imposed by DHCD; and

(j) Grantee is not subject to any current or pending bankruptcy proceeding, criminal investigation, or civil investigation by any federal, State, or local government agency for alleged violation of laws or regulations enforced by such agencies.

12. Nondiscrimination and Drug and Alcohol Free Workplace.

(a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.

(b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:

(i) Titles VI and VII of the Civil Rights Act of 1964, as amended, to the end that no person shall experience employment discrimination or be excluded from participation in, or be denied the benefits of, any program or activity for which Grantee receives financial or technical assistance from DHCD, on the grounds of race, color, or national original;

(ii) Title VIII of the Civil Rights Act of 1968, as amended, to the end that no person shall be denied fair housing;

(iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended, which establishes the Maryland Commission on Civil Rights and prohibits discrimination in employment and residential housing practices;

(iv) DHCD's Minority Business Enterprise Program, as amended;

(v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any DHCD or State regulations adopted or to be adopted to carry out the requirements of that Order;

(vi) The Fair Housing Amendments Act of 1988, as amended to the end that it shall be unlawful to discriminate based on race, color, religion, sex, handicap, familial status, or national origin, in connection with rental, sales or financing of residential real property (as those terms are defined in the Fair Housing Amendments Act);

(vii) The Americans with Disabilities Act of 1990, as amended;

(viii) State of Maryland Governor's Code of Fair Employment Practices (as set forth in Executive Order 01.01.2007.16);

(ix) The Secretary's Policy Statement on Equal Opportunity, to the end that DHCD shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices; and

(x) All other related applicable federal and State laws, regulations, and rules.

13. Fair Practices Certification.

(a) The Grantee certifies that it prohibits discrimination on the basis of:

(i) Political or religious opinion or affiliation, marital status, color, race, sex, age, creed or national origin; or

(ii) The physical or mental disability of a qualified individual with a disability.

(b) Grantee agrees that it will not engage in the forms of discrimination set forth in this Agreement or prohibited by law.

(c) Upon the request of DHCD, Grantee shall submit to DHCD information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental disability, race, color, creed, sex, age, or national origin on a form to be prescribed by DHCD.

14. Indemnification.

(a) Except in the event of DHCD's negligence or willful misconduct or the negligence or willful misconduct of DHCD's officers, agents, employees, successors and assigns, Grantee (i) releases DHCD, its agents, employees, and the Program from, (ii) agrees that DHCD, its agents, employees and the Program shall not have any liability for, and (iii) agrees to protect, indemnify and save harmless DHCD, its agents, employees and the Program from and against any and all liabilities, suits, actions,

claims, demands, losses, expenses and costs of every kind and nature, including a reasonable attorney's fee, incurred by, or asserted or imposed against, DHCD, its agents, employees, or the Program, as a result of or in connection with the Project. All money expended by DHCD, its agents, employees, or the Program as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to DHCD.

(b) If Grantee is a local government or jurisdiction, the indemnification and release set forth herein applies only to the extent permitted by the laws of the State, and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the "LGTC") and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time.

15. Notice Regarding Disclosure of Information Relating to the Project. DHCD intends to make available to the public certain information regarding the Project and the Grantee. In addition, DHCD may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. DHCD is also required to disclose information in response to a request for information made pursuant to §4-101 *et seq.* of the Public Information Act of the General Provisions Article, Annotated Code of Maryland (the "PIA"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by DHCD; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by DHCD. If Grantee believes that any of the information it has provided to DHCD is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. DHCD cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

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

(a) Communications to DHCD shall be mailed to:

Department of Housing and Community Development
2 North Charles Street, Suite 450
Baltimore, Maryland 21201
Attn: Alyssa Clemons, Project Manager

(b) Communication to Grantee shall be mailed to:

Mayor and City Council of Cumberland, Maryland
57 North Liberty Street
Cumberland, Maryland 21502
Attn: Ms. Melinda Kelleher, Executive Director

17. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.

18. Assignment. No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.

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

20. Effective Date. This Agreement is effective as of the Effective Date.

21. Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or amendment and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

22. **CONFESSION OF JUDGMENT**. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT, AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL

BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.

EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.

THIS SECTION 22 SHALL NOT APPLY TO LOCAL GOVERNMENTS OR JURISDICTIONS.

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IN WITNESS WHEREOF, the parties hereto have executed this document with the specific intention of creating a document under seal.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND,
MARYLAND

By: _____ (SEAL)

Name: Mr. Raymond Morriss

Title: Mayor

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____ (SEAL)

Carol Gilbert, Assistant Secretary
Division of Neighborhood Revitalization

Effective Date

Approved for form
and legal sufficiency

Assistant Attorney General

Exhibit A - Description of the Project Activities

Exhibit B - Project Budget

Exhibit C - Special Conditions

EXHIBIT A

OPERATING ASSISTANCE GRANT PROGRAM

PROJECT ACTIVITIES

As more fully described in Grantee's application for funds
dated April 21, 2021

GRANTEE: Mayor and City Council of Cumberland, Maryland

PROJECT ADDRESS: 57 North Liberty Street, Cumberland, Maryland 21502

GRANT AMOUNT: \$13,000

USE OF FUNDS: Funds will be used for the Cumberland Main Street Revitalization Project to include social media marketing, video production and directional signage and banners.

OTHER CONTRIBUTION(S)

Source of Funds

Amount
\$

Value Derivation

EXHIBIT B
OPERATING ASSISTANCE GRANT PROGRAM
 PROJECT BUDGET

USES OF FUNDS	DHCD	TOTALS
Marketing: Social Media & Print	\$4,000	\$4,000
Video Production	\$4,000	\$4,000
Directional Signage and Banners	\$5,000	\$5,000
TOTALS	\$13,000	\$13,000

EXHIBIT C

OPERATING ASSISTANCE GRANT PROGRAM

SPECIAL CONDITIONS

File Attachments for Item:

. Maryland Dept. of Housing and Community Development (DHCD) Operating Assistance Grant – Technology Assistance Grant

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

ORDER NO. 26,980

DATE: March 15, 2022

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

THAT, the Mayor be and is hereby authorized to execute a grant agreement with the MD Department of Housing and Community Development (DHCD) regarding DHCD's provision of a total amount not-to-exceed Twenty Thousand Dollars (\$ 20,000) in grant funds to the City to be used to hire a consultant(s) to provide technical assistance to Main Street businesses in conjunction with the Cumberland Main Street Revitalization Project; and

BE IT FURTHER ORDERED, that the City Comptroller be and is hereby authorized to accept these funds.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: March 15, 2022

Key Staff Contact: Melinda Kelleher – DDC Executive Director

Item Title:

Maryland Dept. of Housing and Community Development (DHCD) Operating Assistance Grant – Technology Assistance Grant

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

- 1) Funds will pay for website designers and digital media companies who will assist Main Street businesses with marketing leading up to and during the Baltimore Street renovation project. This will help combat the potential loss of foot traffic downtown by providing resources to help businesses strengthen their digital footprint, thereby keeping their businesses running smoothly and efficiently, while maintaining a customer base.
- 2) Consultant fees for website and social media audits; website refresh and design; social media pages refresh and design; guidance on managing businesses' digital footprints - \$20,000
- 3) The grant funds will be dispersed over one year commencing when the agreement is finalized. Payments are to be made quarterly, so we expect payments of about \$5,000 each quarter. Some of the funds will be paid in FY 22 and some in FY 23. The regular DDC budget and ARPA grant funding can supplement any gaps we may have in the line items of marketing and promotions and signage.
- 4) We expect any sole source purchases to be less than \$5,000, therefore can be made upon approval of the DDC Executive Director.
- 5) These grant funds will benefit the City in the following ways: 1) Help downtown businesses create or strengthen their digital footprints, which will contribute to their overall ability to continue to conduct business during construction. 2) Help businesses survive and hopefully thrive during construction.
- 6) These grant funds should start to be utilized in Q2 of FY2022 and be expended by the end of Q2 of FY2023.

Amount of Award: \$20,000

Budget number:

Grant, bond, etc. reference:

OPERATING ASSISTANCE GRANT PROGRAM GRANT AGREEMENT

This Grant Agreement (this "**Agreement**"), by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland ("**DHCD**"), and MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND (the "**Grantee**"), is entered into as of the date it is executed by DHCD (the "**Effective Date**").

RECITALS

WHEREAS, Grantee has applied to DHCD for a grant under the Operating Assistance Grant Program (the "**Program**"). The Program includes (i) Operating and Technical Assistance Grants ("**TAG Grants**"), pursuant to §4-211 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended and the Code of Maryland Regulations ("**COMAR**") 05.11.01; and (ii) Main Street Improvement Program Grants ("**MIP Grants**"), pursuant to §6-102 of the Housing and Community Development Article of the Annotated Code of Maryland, COMAR 5.13.02, and DHCD's general authority to administer and implement programs, pursuant to §2-102 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended. The provisions of the Annotated Code of Maryland and the related regulations are referred to herein collectively as the "**Act**."

WHEREAS, the purpose of the TAG Grants is to enable eligible nonprofit organizations, local governments, local development corporations and local development agencies to obtain or provide advisory, consultative, training and educational services to initiate or enhance community development and commercial revitalization activities to bring reinvestment and economic revitalization to their communities.

WHEREAS, the purpose of the MIP Grants is to promote the development and revitalization of business districts in local jurisdictions through a grant to a local government designated as a Main Street Maryland community, a Baltimore Main Street, or a nonprofit Main Street organization, with the support of the local government.

WHEREAS, in reliance upon the representations and certifications contained in the Grantee's application for grant assistance dated April 21, 2021 (the "**Application**"), DHCD has approved an award of **TAG Grant** funds to the Grantee, to be expended by the Grantee in accordance with the requirements and provisions of this Agreement, the Program, DHCD's Program Policy Guide, as amended from time to time (the "**Guide**"), and the Act.

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, DHCD and Grantee agree as follows:

1. Specific Purpose. The purpose of this Agreement is to provide the Grantee with financial assistance to pay for the activities (the "**Project Activities**") set forth in Exhibit A attached hereto (the "**Project**").
2. Grant Amount.
 - (a) DHCD agrees to provide Grantee with a grant from the Program in a total amount not to exceed Twenty Thousand and 00/100 Dollars (\$20,000) (the "**Grant**").

(b) The Grant shall be disbursed in accordance with Section 6 of this Agreement and as detailed in the budget (the “**Budget**”) set forth and attached as Exhibit B of this Agreement.

3. Grantee Contribution.

The Secretary of DHCD has made a determination to waive the Grantee contribution pursuant to COMAR 5.11.01.11(D) and COMAR 5.13.02.12.

4. Grant Period.

The Grant shall be disbursed over a one year term (the “**Grant Period**”). The Grant Period is deemed to commence on the Effective Date.

5. Expenditure of the Grant. Grantee agrees to use the Grant funds only for the approved Project. All expenses to be paid with the Grant shall be paid in a manner satisfactory to DHCD, prior to the expiration of the Grant Period. The Grantee shall expend the Grant only for the categories of activities set forth in the Budget. Grantee shall use the Grant in accordance with the provisions of the Act, the Guide, and this Agreement.

6. Disbursement of the Grant.

(a) Requests for disbursement of the Grant shall be in writing upon forms provided by DHCD.

(b) Requests for disbursement of Grant funds must be accompanied by a statement that the representations, certifications, and other matters contained in the Application and this Agreement are and remain true and complete in all material respects. Disbursement requests may seek funds to pay for certain projected costs anticipated to be incurred as well as reimbursement for costs incurred on or after the date of the Application. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for disbursement.

(c) All disbursements of the Grant are subject to the availability of funds from the Program during the Grant Period.

(d) Disbursements of the Grant may be made at any time after the Effective Date, subject however, to any special conditions set forth in Exhibit C.

(e) Disbursements of the Grant shall be made on a quarterly basis. DHCD reserves the right to make disbursements contingent upon completion by Grantee of the Project Activities, in a manner acceptable to DHCD. Grantee shall indicate on each periodic disbursement request all costs for which payment is requested.

(f) DHCD may make disbursements of the Grant more frequently than quarterly if DHCD, in its sole discretion, determines that a disbursement would materially benefit the Project and help the Grantee accomplish the Project Activities.

(g) DHCD reserves the right not to disburse all or any portion of the Grant if, in the sole determination of DHCD: (i) Grantee has failed to supply any material fact in a disbursement request; (ii) Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total

amount of the Grant; (iii) Grantee is in default under this Agreement; or (iv) the Project is not proceeding to the satisfaction of DHCD.

(h) If Grantee is not a local government or jurisdiction, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal agency or other State of Maryland ("State") agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services.

7. Default and Remedies.

(a) A default shall consist of a breach of any covenant, agreement, term or certification in this Agreement, including a determination by DHCD that (i) the Grantee has expended all or any portion of the Grant for purposes other than as set forth herein; (ii) the Grantee has expended all or any portion of the Grant other than in accordance with the permitted categories of activities and matching source of funds set forth in the Budget; or (iii) the Grantee is not completing the Project Activities to the satisfaction of DHCD.

(b) Upon the occurrence of default, DHCD, in its sole discretion may:

(i) Reduce or withhold subsequent disbursements of the Grant;

(ii) Demand repayment from Grantee of the portion of the Grant previously disbursed to Grantee; and

(iii) Terminate this Agreement.

(c) In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive termination of this Agreement. Furthermore, no failure or delay of DHCD to exercise any right, power, or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification, or agreement, or preclude DHCD from exercising any such right, power, or remedy at any later time or times.

8. General Requirements of Records and Reports; Inspection.

(a) Records and Inspection. Grantee shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant. Grantee shall maintain and shall make the financial records, books, accounts, other relevant records, administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to DHCD during reasonable work hours upon request during the term of this Agreement and for a period of not less than 5 years following termination of this Agreement.

(b) Quarterly Progress Reports. During the term of this Agreement, Grantee shall provide DHCD with quarterly progress reports on each of January 1, April 1, July 1, and October 1, in a form to be provided by DHCD, which shall contain information about the progress of the Grantee in relation to

the Project, and Grantee's organizational goals, problems encountered, expenditures made against the Budget, and a projection of revenues required for the next quarter, including a disbursement request, if applicable. Grantee shall ensure that each quarterly progress report is received by DHCD within 10 working days of the close of the quarterly period.

(c) Final Report. Within 45 days after the expiration of the Grant Period, the Grantee shall submit to DHCD a final report (the "**Final Report**") which describes the progress made in fulfilling the purposes of the Grant, any problems encountered in fulfilling these purposes, as well as any other relevant factors related to the Grant as determined by DHCD. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of the Grantee, which lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report.

(d) Audit. Grantee shall provide DHCD with:

(i) An annual financial statement within 30 days of the end of the fiscal year of Grantee, and

(ii) Copies of any audits performed on Grantee's records by any other entities.

9. Modifications.

(a) DHCD will consider reasonable modifications to the Project. Prior to a request being made to DHCD, the board of directors or other governing body of the Grantee must first approve the modification.

(b) Upon approval of the modification by the board of directors or other governing body of the Grantee, Grantee shall submit a written request for modification of the Project to DHCD. DHCD shall determine, in its sole discretion, whether to allow the requested modification.

10. Assistance from DHCD. In carrying out the Project Activities, Grantee agrees to accept assistance from DHCD or DHCD's designee if DHCD deems it necessary.

11. Grantee's Certifications. Grantee certifies to DHCD that:

(a) Grantee is a local jurisdiction or local government, a local development agency, a local development corporation or a nonprofit organization duly organized and validly existing under the laws of the State, is qualified to do business in the State, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;

(b) This Agreement has been duly authorized, executed and delivered by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;

(c) (i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an "**Interested Person**"), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant;

(ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting;

(iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 11(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee’s Conflict of Interest Policy;

(d) The representations, statements and other matters contained in the Application are and remain true and complete in all material respects;

(e) If applicable, Grantee has obtained, or has reasonable assurances, that it will obtain, all federal, State and local government approvals, permits and reviews which may be required to accomplish the Project Activities and its goals under the Project;

(f) Grantee is not affiliated with or controlled by a for-profit organization;

(g) Grantee will comply with all applicable federal, State, and local laws, and all regulations, ordinances, and all terms and conditions established by DHCD or the State with respect to the operation of the Project;

(h) Grantee shall not use, and shall not permit others to use, the Grant funds to engage in political or legislative activities in violation of I.R.C. §501(c)(3);

(i) Grantee has complied or shall comply with all special conditions which may be imposed by DHCD; and

(j) Grantee is not subject to any current or pending bankruptcy proceeding, criminal investigation, or civil investigation by any federal, State, or local government agency for alleged violation of laws or regulations enforced by such agencies.

12. Nondiscrimination and Drug and Alcohol Free Workplace.

(a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.

(b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:

(i) Titles VI and VII of the Civil Rights Act of 1964, as amended, to the end that no person shall experience employment discrimination or be excluded from participation in, or be denied the benefits of, any program or activity for which Grantee receives financial or technical assistance from DHCD, on the grounds of race, color, or national original;

- (ii) Title VIII of the Civil Rights Act of 1968, as amended, to the end that no person shall be denied fair housing;
- (iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended, which establishes the Maryland Commission on Civil Rights and prohibits discrimination in employment and residential housing practices;
- (iv) DHCD's Minority Business Enterprise Program, as amended;
- (v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any DHCD or State regulations adopted or to be adopted to carry out the requirements of that Order;
- (vi) The Fair Housing Amendments Act of 1988, as amended to the end that it shall be unlawful to discriminate based on race, color, religion, sex, handicap, familial status, or national origin, in connection with rental, sales or financing of residential real property (as those terms are defined in the Fair Housing Amendments Act);
- (vii) The Americans with Disabilities Act of 1990, as amended;
- (viii) State of Maryland Governor's Code of Fair Employment Practices (as set forth in Executive Order 01.01.2007.16);
- (ix) The Secretary's Policy Statement on Equal Opportunity, to the end that DHCD shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices; and
- (x) All other related applicable federal and State laws, regulations, and rules.

13. Fair Practices Certification.

- (a) The Grantee certifies that it prohibits discrimination on the basis of:
 - (i) Political or religious opinion or affiliation, marital status, color, race, sex, age, creed or national origin; or
 - (ii) The physical or mental disability of a qualified individual with a disability.
- (b) Grantee agrees that it will not engage in the forms of discrimination set forth in this Agreement or prohibited by law.
- (c) Upon the request of DHCD, Grantee shall submit to DHCD information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental disability, race, color, creed, sex, age, or national origin on a form to be prescribed by DHCD.

14. Indemnification.

- (a) Except in the event of DHCD's negligence or willful misconduct or the negligence or willful misconduct of DHCD's officers, agents, employees, successors and assigns, Grantee (i) releases

DHCD, its agents, employees, and the Program from, (ii) agrees that DHCD, its agents, employees and the Program shall not have any liability for, and (iii) agrees to protect, indemnify and save harmless DHCD, its agents, employees and the Program from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including a reasonable attorney's fee, incurred by, or asserted or imposed against, DHCD, its agents, employees, or the Program, as a result of or in connection with the Project. All money expended by DHCD, its agents, employees, or the Program as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to DHCD.

(b) If Grantee is a local government or jurisdiction, the indemnification and release set forth herein applies only to the extent permitted by the laws of the State and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the "LGTC") and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time.

15. Notice Regarding Disclosure of Information Relating to the Project. DHCD intends to make available to the public certain information regarding the Project and the Grantee. In addition, DHCD may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. DHCD is also required to disclose information in response to a request for information made pursuant to §4-101 *et seq.* of the Public Information Act of the General Provisions Article, Annotated Code of Maryland (the "PIA"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by DHCD; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by DHCD. If Grantee believes that any of the information it has provided to DHCD is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. DHCD cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

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

(a) Communications to DHCD shall be mailed to:

Department of Housing and Community Development
2 North Charles Street, Suite 450
Baltimore, Maryland 21201
Attn: Christine McPherson, Project Manager

- (b) Communication to Grantee shall be mailed to:

Mayor and City Council of Cumberland, Maryland
57 North Liberty Street
Cumberland, MD 21502
Attn: Melinda Kelleher, Executive Director

17. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.

18. Assignment. No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.

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

20. Effective Date. This Agreement is effective as of the Effective Date.

21. Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or amendment and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

22. **CONFESSION OF JUDGMENT. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT, AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT**

WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.

EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.

THIS SECTION 22 SHALL NOT APPLY TO LOCAL GOVERNMENTS OR JURISDICTIONS.

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IN WITNESS WHEREOF, the parties hereto have executed this document with the specific intention of creating a document under seal.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF CUMBERLAND,
MARYLAND

By: _____ (SEAL)
Name: Mr. Raymond M. Morriss
Title: Mayor

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____ (SEAL)
Carol Gilbert, Assistant Secretary
Division of Neighborhood Revitalization

Effective Date

Approved for form
and legal sufficiency

Assistant Attorney General

- Exhibit A - Description of the Project Activities
- Exhibit B - Project Budget
- Exhibit C - Special Conditions

EXHIBIT A

OPERATING ASSISTANCE GRANT PROGRAM

PROJECT ACTIVITIES

As more fully described in Grantee's application for funds
dated April 21, 2021

GRANTEE: Mayor and City Council of Cumberland, Maryland

PROJECT ADDRESS: 57 North Liberty Street, Cumberland, MD 21502

GRANT AMOUNT: \$20,000

USE OF FUNDS: Funds will be used to hire a consultant(s) to provide technical assistance to Main Street businesses with their online presence during the Cumberland Main Street Revitalization Project.

OTHER CONTRIBUTION(S)

Source of Funds

Amount
\$

Value Derivation

EXHIBIT B
OPERATING ASSISTANCE GRANT PROGRAM
PROJECT BUDGET

USES OF FUNDS	DHCD	TOTALS
Consultant Costs: Website & Social Media Audits, Management, and Design	\$20,000	\$20,000
TOTALS	\$20,000	\$20,000

EXHIBIT C

OPERATING ASSISTANCE GRANT PROGRAM

SPECIAL CONDITIONS

File Attachments for Item:

. **Order 26,981** - designating the open space adjacent to the BMX facility in the Mason Sports Complex as the location of the skate park

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

ORDER NO. 26,981

DATE: March 15, 2022

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

THAT, the open space adjacent to the BMX facility in the Mason Sports Complex
be and is hereby designated as the location of the skate park.

Raymond M. Morriss, Mayor

File Attachments for Item:

. **Order 26,982** - authorizing the abatement of City real estate taxes for City-owned properties at 107/109 S. Allegany St., 471 Goethe St., 309 Fayette St., and 502 Regina Ave.

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

ORDER NO. 26,982

DATE: March 15, 2022

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

THAT, the City real estate taxes for the following City-owned properties be and are hereby abated:

Property Address	Tax Account No.	Tax Year(s)	Abatement Amount
107 S. Allegany Street	06-038565	2016-2021	\$ 2,180.57
109 S. Allegany Street	06-038573	2016-2021	\$ 2,134.59
471 Goethe Street	23-011867	2018-2021	\$ 565.07
309 Fayette Street	06-027172	2021	\$ 315.73
502 Regina Avenue	23-013916	2021	\$ 789.33
<i>TOTAL</i>			\$ 5,985.29

Raymond M. Morriss, Mayor

PROPERTY TAX SYSTEM

Documents Exist

Inquiry

Prop#...: 06-038565
 Owner...: MAYOR AND CITY COUNCIL OF CUMBERLAN
 Address: 107 S ALLEGANY ST
 Mail To: MAYOR AND CITY COUNCIL OF CUMBERLAND
 57 N LIBERTY ST
 CUMBERLAND MD 21502
 Phone...:

School Dist.: CUMB SCHLS
 F22=Add'l Info

Payoff Date : 3/07/2022
 Total Billed: 11,990.60
 Tot. Dsc App: .00
 Total Paid...: 8,259.57
 Total Due W/SC: 3,731.03

Enter Option: ___

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
-	2021	1	1	202110633	367.65	.00	44.10	.00	411.75
-	2020	1	1	202064507	369.77	.00	133.20	.00	502.97
-	2019	1	1	201910446	369.42	.00	221.70	.00	591.12
-	2018	1	1	201810470	369.06	.00	309.96	.00	679.02
-	2017	1	1	201764325	368.71	.00	397.98	.00	766.69
-	2016	1	1	201610252	335.96	.00	443.52	.00	779.48
-	2015	1	1	201510263	335.96	.00	53.76	389.72	.00
-	2014	1	1	201410072	335.96	.00	134.40	470.36	.00

2016-2021

Taxes

- 367.65+
- 369.77+
- 369.42+
- 369.06+
- 368.71+
- 335.96+

006

2,180.57*

PROPERTY TAX SYSTEM

Documents Exist

Inquiry

Prop#...: 06-038573
 Owner...: MAYOR AND CITY COUNCIL OF CUMBERLAN
 Address: 109 S ALLEGANY ST
 Mail To: MAYOR AND CITY COUNCIL OF CUMBERLAND
 57 N LIBERTY ST
 CUMBERLAND MD 21502
 Phone...:

School Dist.: CUMB SCHLS
 F22=Add'l Info

Payoff Date : 3/07/2022
 Total Billed: 11,629.61
 Tot. Dsc App: .00
 Total Paid...: 7,976.42
 Total Due W/SC: 3,653.19

Enter Option: ___

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
-	2021	1	1	202110634	360.23	.00	43.20	.00	403.43
-	2020	1	1	202064508	361.29	.00	130.14	.00	491.43
-	2019	1	1	201910447	361.29	.00	216.90	.00	578.19
-	2018	1	1	201810471	361.29	.00	303.66	.00	664.95
-	2017	1	1	201764326	361.29	.00	390.42	.00	751.71
-	2016	1	1	201610253	329.20	.00	434.28	.00	763.48
-	2015	1	1	201510264	329.20	.00	52.64	381.84	.00
-	2014	1	1	201410073	329.20	.00	131.60	460.80	.00

2016 - 2021

Taxes

360.23+
 361.29+
 361.29+
 361.29+
 361.29+
 329.20+

006

2,134.59*

Inquiry

Documents Exist

Prop#...: 23-011867
 Owner...: CUMBERLAND MAYOR AND CITY COUNCIL
 Address: 471 GOETHE ST
 Mail To: CUMBERLAND MAYOR AND CITY COUNCIL
 57 N LIBERTY ST
 CUMBERLAND MD 21502
 Phone...:

School Dist.: CUMB SCHLS
 F22=Add'l Info
 Payoff Date : 3/07/2022
 Total Billed: 5,472.64
 Tot. Dsc App: .00
 Total Paid...: 4,646.69
 Total Due W/SC: 825.95

Enter Option: ___

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
-	2021	1	1	202112608	151.86	.00	18.24	.00	170.10
-	2020	1	1	202066424	148.33	.00	53.46	.00	201.79
-	2019	1	1	201912341	137.74	.00	82.50	.00	220.24
-	2018	1	1	201812365	127.14	.00	106.68	.00	233.82
-	2017	1	1	201766182	116.55	.00	13.98	130.53	.00
-	2016	1	1	201612099	106.19	.00	38.16	144.35	.00
-	2015	1	1	201512105	106.19	.00	63.60	169.79	.00
-	2014	1	1	201411857	161.22	.00	16.13	177.35	.00

2018-2021

Taxes

151.86+
 148.33+
 137.74+
 127.14+

004

565.07*

PROPERTY TAX SYSTEM

Documents Exist

Inquiry

Prop#...: 06-027172
 Owner...: CUMBERLAND MAYOR AND CITY COUNCIL
 Address: 309 FAYETTE ST
 Mail To: CUMBERLAND MAYOR AND CITY COUNCIL
 57 N LIBERTY ST
 CUMBERLAND MD 21502
 Phone...:

School Dist.: CUMB SCHLS
 F22=Add'l Info

Payoff Date : 3/07/2022
 Total Billed: 17,869.79
 Tot. Dsc App: .00
 Total Paid...: 17,516.20
 Total Due W/SC: 353.59

Enter Option: ___

F3=Exit									Remaining
X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Balance
-	2021	1	1	202110275	315.73	.00	37.86	.00	353.59
-	2020	1	1	202064157	310.43	.00	55.89	366.32	.00
-	2019	1	1	201910107	310.43	.00	130.41	440.84	.00
-	2018	1	1	201810130	310.43	.00	162.24	472.67	.00
-	2017	1	1	201763991	629.34	.00	566.55	1195.89	.00
-	2016	1	1	201609924	573.45	.00	653.79	1227.24	.00
-	2015	1	1	201509935	573.45	.00	321.16	894.61	.00
-	2014	1	1	201409756	667.09	.00	173.42	840.51	.00

Current Year Tax - 315.⁷³

Inquiry

Documents Exist

Prop#...: 23-013916
Owner...: CUMBERLAND MAYOR AND CITY COUNCIL
Address: 502 REGINA AV
Mail To: CUMBERLAND MAYOR AND CITY COUNCIL
57 N LIBERTY ST
CUMBERLAND MD 21502
Phone...:

School Dist.: CUMB SCHLS
F22=Add'l Info

Payoff Date : 3/07/2022
Total Billed: 25,423.31
Tot. Dsc App: .00
Total Paid...: 24,539.24
Total Due W/SC: 884.07

Enter Option:

F3=Exit

X	Year	Perd	Type	Bill#	Tax	Pen	Int	Collected	Remaining Balance
-	2021	1	1	202112717	789.33	.00	94.74	.00	884.07
-	2020	1	1	202066529	860.31	.00	154.89	1015.20	.00
-	2019	1	1	201912445	827.82	.00	347.76	1175.58	.00
-	2018	1	1	201812468	795.33	.00	460.09	1255.42	.00
-	2017	1	1	201766281	762.84	.00	686.70	1449.54	.00
-	2016	1	1	201612200	693.80	.00	97.16	790.96	.00
-	2015	1	1	201512207	692.51	.00	263.15	955.66	.00
-	2014	1	1	201411956	691.23	.00	386.87	1078.10	.00

Current Year Tax - 789.33