



# 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

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## AGENDA

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

DATE: June 21, 2022

### OPEN SESSION – 6:15 P.M.

#### Pledge of Allegiance

#### Roll Call

#### Statement of Closed Meeting

1. Statement of closed meeting held June 21, 2022

#### Presentations

1. Recognition of Employee Retirements

#### Director's Reports

##### (A) Engineering

1. Engineering Division monthly report for May, 2022

##### (B) Public Works

1. Maintenance Division monthly report for May, 2022

##### (C) Fire

1. Fire Department monthly report for May, 2022

##### (D) Police

1. Police Department monthly report for May, 2022

##### (E) Utilities - Flood, Water, Sewer

1. Utilities Division Flood/Water/Sewer monthly report for May, 2022

## **Approval of Minutes**

1. Approval of the Work Session Minutes of February 15, 2022, the Work, Closed, and Regular Session Minutes of March 1, 2022, the Closed Session Minutes of March 8, 2022, and the Work and Regular Session Minutes of March 15, 2022

## **Unfinished Business**

### **(A) Ordinances**

1. Ordinance No. 3921 (*2nd and 3rd readings*) - authorizing execution of a deed to convey certain surplus property that is the former site of the Memorial Hospital to the Cumberland Economic Development Corporation

## **New Business**

### **(A) Resolutions**

1. Resolution R2022-04 - approving an application to the MD Department of Housing and Community Development for Community Legacy 2022 Projects totalling up to \$150,412.57
2. Resolution R2022-05 - approving an application to the MD Department of Housing and Community Development for 2022 Strategic Demolition Funds in the amount up to \$500,000

### **(B) Orders (Consent Agenda)**

1. Order 27,022 - authorizing execution of a Consent Agreement with Potomac Edison Company providing terms by which the City shall be allowed to cross and/or occupy Potomac Edison transmission rights-of-way with a combined sewer overflow (CSO) pipeline in conjunction with the 78" Parallel Pipeline from Mill Race to CSO Storage Project (19-16-S)
2. Order 27,023 - authorizing execution of a Resilient Maryland Program Grant Agreement with the MD Energy Administration (MEA) regarding the City's receipt of up to \$100,000 to complete a study to analyze the feasibility and public benefit of a potential microgrid for the City; and to authorize the City Comptroller to accept the grant funding
3. Order 27,024 - declaring certain Fire Department equipment to be surplus and authorizing it to be scrapped or donated
4. Order 27,025 - authorizing the City Comptroller to commit and pay \$20,000 a year for three (3) years to the Canal Place Concert Series Project
5. Order 27,026 - adopting a revised City of Cumberland Fund Balance Policy, effective June 21, 2022
6. Order 27,027 - authorizing the Mayor to execute a services agreement with Turnbull, Hoover & Kahl, P.A. for the provision of audit services for Fiscal Years 2022-2024 for the amounts not to exceed \$114,975 for Year 1, \$121,975 for Year 2, and \$128,975 for Year 3

- [7.](#) Order 27,028 - authorizing the City Administrator to execute all FY23 Employment Agreements for part-time employees
- [8.](#) Order 27,029 - authorizing the City Administrator to execute all Seasonal Employment Agreements for the 2022 spring/summer season
- [9.](#) Order 27,030 - authorizing execution of Outdoor Dining Leases for the use of the public right-of-way for outside cafe dining for one (1) year with Mezzos, City Lights American Grill and Bar, Embassy Theater Corp., Uncle Jack's Pizzeria and Pub, and Baltimore Street Grill

### **Public Comments**

All public comments are limited to 5 minutes per person

### **Adjournment**

**File Attachments for Item:**

. Engineering Division monthly report for May, 2022



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

Capital Projects							May 31, 2022	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2008		05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	<b>NO CHANGE</b> - WRA received notice from CSX on 7/7/21 stating that they would no longer allow access in yard for any investigative or rehab activities. This decision was reviewed and confirmed by Alex Saar (PE in Jacksonville office) on 10/29/21. City now assessing legal route of obtaining access to site.	MDI	11/24/2021
2008		06-08-S	Interceptor Sewer to Evitts Creek Pump Station Phase IV	This is the sewer along Evitts Creek upstream of the Pump Station. Project is to evaluate existing line and determine if repair or replacement is best option.	Design	<b>NO CHANGE</b> - Received engineering report from Gwin Dobson & Foreman on 1/18/22. Requested MDE Grant funding, using the report as a reference, in February. Awaiting notice of funding appropriations later this year.	MDI	6/9/2022
2014		04-14-WWTP	Sludge Screening Study/Design	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to revive rags in the future.	Design	<b>NO CHANGE</b> Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being.	RLS	4/2/2018
2014		19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	<b>NO CHANGE</b> - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	RLS	6/1/2017
2015		9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	<b>NO CHANGE</b> -This project has been turned over to Canal Place. Engineering Services for Design were received. Recommendation from the committee was to award to CEC.	RLS	8/9/2019
2015		18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Planning	<b>NO CHANGE</b> Project continues. Staff are taking regular scheduled stream samples for e-Coli analysis at this time. Rainy days (once a month) are the target for sampling at this time.	RJK	6/3/2022
2016		12-16-M	Baltimore Street Access Improvement - Final Design	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	Design	<b>UPDATED</b> - The final package is being reviewed MDOT Senior Management and MDOT Federal Aid. MODT has requested product data sheets for each Proprietary Product Form that was submitted.	JRD	6/6/2022
2016		17-16-M	Stage Renovations at Liberty Street Stage	Replace wood stage with Concrete Stage	Design	<b>NO CHANGE</b> - This project would be unnecessary if the Baltimore Street Access project is executed. The project will remain on this list until the Baltimore Street project moves to construction.	RLS	5/15/2019
2016		18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Design	<b>UPDATE</b> - State in lieu of Federal Aid approval letter received on 5/23/22. Currently soliciting engineering proposals for design services associated with the repairs. Proposals due on 6/29/22	MDI	6/9/2022
2016		19-16-S	78" Parallel Pipeline from Mill Race to CSO	78" Pipeline to CSO tank in accordance with Consent Decree	Design	<b>NO CHANGE</b> - The USACE is requiring the City to perform a Safety Assurance Review of the project. The City is coordinating the SAR requirements with USACE and further info will be provided.	RLS	1/26/2022

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

Capital Projects							May 31, 2022	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2017		2-17-FPM	Flood Control Encroachment removal Project	The City as the Local Sponsor of the Flood Control Project is expected to maintain the easements along the Flood Control Project, however the area along Wills Creek and other areas were never given any comments until the Corps of Engineers standards changed. Completion of this project is necessary to allow the City to get a Satisfactory rating on its annual Flood Control Inspections.	Planning	<b>NO CHANGE</b> - This project has been delayed because of other work, but must be done. A tree removal project has been bid out and a contractor selected to do the work of removing trees in the encroachment area.	RLS	7/11/2018
2017		3-17-M	Route 51 Bridge 12" Waterline Replacement	Replace water line on bridge as part of SHA Bridge Deck Project	Complete	<b>NO CHANGE</b> - This project is complete and will be removed from this list next month.	RLS	11/23/2021
2017		18-17-M	Maryland Avenue Development	This is not an Engineering Project, but included here to cover future department work with the development.	Design	<b>NO CHANGE</b> - Phases 1 & 2 of the Cumberland Gateway project has moved into construction. The Department will support future phases for stormwater management reviews and traffic design support.	RLS	3/26/2021
2017		31-17-W	Decatur Street 24" Crosstown Water Main Replacement	Prior to designing the water main replacement a more detailed Water Model analysis of the City's system will be done to make sure the issues are being properly addressed. Design will follow.	Design	<b>UPDATE</b> - Construction began on 3/14 on Altamont Terrace and will continue through August.	RLS	3/17/2022
2018		08-18-BR	Cumberland Street Bridge Replacement	This project will replace the bridge structure.	Design	<b>UPDATE</b> - The Federal Funds have been approved to allow the project to go into Final Engineering. MDOT should be issuing notice to proceed in the coming days.	RLS	3/17/2022
2018		09-18-BR	Baltimore Street Bridge Replacement	This project will replace the bridge structure.	Design	<b>UPDATE</b> - The project is waiting for the USACE to issue the 408 permit which should occur in April. The ROW certification was completed in March.	RLS	3/17/2022
2018		22-18-M	Solid Waste and Recycling Collection	Contract documents for the FY20 garbage and recycling collection bid process	Planning	<b>NO CHANGE</b> Proposals received proposals to extend the contract for FY23. Noble Environmental (Mountainview Landfill) submitted an acceptable 1-year extension back in December.  Burgmeier's Hauling provided a proposal for hauling curbside trash and recycling for FY23. This proposal was accepted by M&CC in January.	RJK	6/3/2022
2018		25-18-BR	SHA Project: Replacement of MD 51 Bridge Deck	Replace the water line under the industrial blvd bridge under a MDOT bridge rehabilitation project	Construction	Refer to project 3-17-W - Project will be removed next month	RLS	10/11/2018
2018		26-18-M	Ridgeley Levee System Certification					
2018		31-18-WFP	Pine Ridge Water & PUC Rate Issues	Project involves determining a path forward regarding the supplying of PA residents with water	N/A	<b>NO CHANGE</b> - City staff continues to work through issues with PA regulators about water issues	RLS	1/28/2020
2018		32-18-FPM	Rehabilitation Assistance for Flood Damages to Flood Risk Management Projects	Request USACE to make repairs or provide funding to address flood control issues	Planning	<b>NO CHANGE</b> - The USACE has denied financial support due to the flood control being in an unacceptable condition. The City is looking to enter the SWIF program to receive aid to get financial support for construction.	RLS	10/12/2018
2018		43-18-BR	Fayette Street Bridge Replacement	This project will replace the bridge structure.	Planning	<b>NO CHANGE</b> - Funding for design work has been identified. The City is working on a quit claim deed with CSX to allow the project to move into the Federal Bridge program.	RLS	1/26/2022
2018		44-18-BR	Washington Street Bridge Replacement	This project will replace the bridge structure.	Planning	<b>NO CHANGE</b> - Studies have been returned and subject to CSX negotiations.	RLS	8/5/2019

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2019		5-19-M	Virginia Ave Lot Demolition	Remove two structures and retaining walls at 6, 8 and 10 Virginia Ave.	Construction Bidding	<b>NO CHANGE</b> - The grading plan has been approved by ASCD and the project has been turned over to Code Enforcement for demolition	RLS	8/5/2019
2019		7-19-WFP	Filter Building Pilot Study	Perform a study to evaluate the potential to replace current filter building with a new membrane/GAC building in the future. The City is required to perform a pilot study to validate the technology we are proposing to use.	Study	<b>UPDATE</b> - Project is waiting for authorization from the M&CC on how to proceed.	RLS	3/17/2022
2019		10-19-M	Residential Grass Mowing	Contract for mowing the residential properties within the City Limits which include blighted properties and recent demos.	Construction	<b>NO CHANGE</b> - Contract underway (No work through winter months)	DTG	6/3/2022
2019		11-19-M	Non Residential Grass Mowing	Contract for mowing the Commercial and Public Owned Properties within the City Limits. To include water tanks, City Hall, Public Safety and several others.	Construction	<b>NO CHANGE</b> - Contract underway (No work through winter months)	DTG	6/3/2022
2019		14-19-M	WWTP RMP Compliance Services	RMP Compliance for OSHA 29 CFR 1910	Planning	<b>UPDATE</b> 3-yr audit due July 2022	RJK	6/3/2022
2020		2-20-M	Frederick St Parking Garage Repairs	Repairing a spalled section of slab on grade in Frederick St parking garage, as well as looking into sealing all concrete driving surfaces	Planning	<b>NO CHANGE</b> - Researching proper repair systems for spalled concrete in parking garages. Working with Street Dept. to determine if city forces can make repairs.	MDI	1/24/2020
2020		6-20-S	Sanitary Sewer Lining Assessment	Performing a cost assessment on relining (CIPP) all sanitary sewer lines within city.	Planning	<b>NO CHANGE</b> - Based on list of "high risk" lines provided by sewer dept, have developed a preliminary cost estimate. Awaiting updated list from most recent cleaning and cameraing prior to moving forward with project.	MDI	3/30/2020
2020		9-20-M	Constitution Park Fill Disposal	Assessing potential clean fill dump sites for Public Works	Design	<b>UPDATE</b> - Public works dept. is nearing completion of fill placement at Site #1 (behind field). Site #2 behind pool house has been cleared and the perimeter has silt fence in place. Fill may be deposited in this site upon final completion of Site #1.	MDI	6/9/2022
2020		12-20-RE	Long Field Upgrades - Phase 1	Improvements to Long Field Concession and Restroom area. Upgrades include electrical improvements.	Construction	<b>UPDATE</b> - Carl Belt has completed about 95% of the work under this contract. Only items remaining include concession stand window upgrade, new picnic table, and outfield grass treatment. Project should be completed by end of June.	MDI	6/9/2022
2020		13-20-WWTP	CSO Nine Minimum Controls Annual Review	A requirement of our LTCP and NPDES Report to look at these controls annually		<b>UPDATE</b> - NMC report spring 2022; to be finalized in June.	RJK	6/6/2022
2020		14-20-M	Carver Building Repairs	Project to repair damage to the Carver Building				
2020		16-20-M	Queen City Drive ADA Improvements	Project will include upgrading sidewalk for ADA compliance along Queen City Drive at corners of Bedford and Frederick Streets, below McMullen Bridge.	Construction	<b>UPDATE</b> - Harbel and sub-contractor Thomas Construction are nearing completion of project. All concrete has been installed. Some earthwork and crosswalk installation remain.	MDI	6/9/2022
2020		17-20-WWTP	CSO Long-Term Control Plan Projects/Schedule Review	Correspondences with MDE regarding the LTCP Projects and the Consent Decree (CO) end date: October 1, 2023.	N/A	<b>NO CHANGE</b> - All jurisdictions and AquaLaw to met with MDE on the CO extension process on November 5, 2021. MDE requires a letter with the official request and supporting documentation as next step. This Letter was sent November	RJK	6/6/2022

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Engineering Division - Monthly Report**

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Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2020		29-20-S	Locust Grove Force Main & LaVale Water Main Replacement	Joint project between Allegany County Public Works & LaVale Sanitary Commission to replace the force main from the new Locust Grove Pump Station and replace water main to LaVale.				
2020		30-20-SWM	Grow West Facility Expansion	SWM Review for proposed expansion of Grow West MD Facility @ the industrial park.	Construction	<b>NO CHANGE</b> - Contractor continues construction of expansion. City monitoring SWM situation at incomplete stage, as rainwater collection tanks have not been installed.	MDI	10/8/2021
2021		2-21-WWTP	Influent Screening System Upgrade	Design and replacement of a new influent screening system at the headworks of the WWTP.	Construction	<b>UPDATE</b> - Carl Belt was the low bidder for the construction phase of this project, at \$1.4m. Contract is to be awarded at the next M&CC meeting. Lead times for major equipment are near 30 weeks, so construction will not begin for at least 6 months.	MDI	6/9/2022
2021		4-21-W	Route 220 20" Water Main Replacement	Project to replace the 20" water main in Route 220. The water line from I-68 to the State Prison is currently owned by the City. Discussion are being held between the City and County to partner on the project or transfer the asset to the County.	Planning	<b>NO CHANGE</b> - This project is in the planning stages in conjunction with Allegany County.	RLS	4/21/2021
2021		6-21-RE	Constitution Park Wading Pool Filter Renovation	Replace the cracked filter and other improvements to the mechanical building equipment for the wading pool.		<b>NEW</b> -		
2021		7-21-WFP	2021 ECWC Watershed Timber Sale	2021 ECWC Watershed Timber Sale		<b>NO CHANGE</b> - The timber sale bids have been returned and an award issued to American Hardwood Industries.	RLS	7/27/2021
2021		8-21-WWTP	SCADA System Integration	Solicit bids for a qualified Industrial Control System Integrator to complete the Water/Wastewater SCADA System integration.		<b>NO CHANGE</b> - This is a project to secure integrator services to support both the Water Filtration Plant and Water Reclamation Facilities	RLS	4/21/2021
2021		9-21-M	Municipal Service Center Security Fence	Installation of a security fence at the Municipal Service Center	Construction	<b>UPDATE</b> - Long Fence began fence installation on January 26th and finished by the end of February. A final inspection of the work was completed on March 7th. The City is now waiting for a final invoice from Long Fence to complete the project.	JAT	3/9/2022
2021		10-21-M	Undocumented Rights-of-Way	Decide how undocumented rights-of-way should be dedicated and what form of dedication is need to prevent the rights-of-ways from accidentally being sold.	Study	<b>UPDATE</b> - Evaluating using GIS to track City owned property, easements, parcels used for right-s-of-way, etc. May need to request a legal opinion on several issues.	JRD	6/6/2022
2021		12-21-WWTP	Industrial Pretreatment USPI CWT Organics Permit Application	An application to discharge industrial wastewater as a Centralized Waste Treatment facility (Categorical Permit request by existing Significant Industrial User USPI)	Planning	<b>UPDATE</b> - Permit issued to USPI, effective date was November 22, 2021.  USPI seeking approval for additional CWT wastes in permit.	RJK	6/3/2022
		13-21-W	Fayette Street Water Main Replacement and Street Repair	Replacement of watermain in Fayette Street from Allegany Street to Luteman Road, and the repair/repaving of the street as needed.	Construction	<b>NO CHANGE</b> - Project required development of an ESC Site Plan and SOW. These were created and approved by ACSD and MDE on 10/14/21. Construction (using City forces) began on 10/18/21. Project will take multiple months to complete.	MDI	10/22/2021

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

Capital Projects							May 31, 2022	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2021		14-21-RE	Constitution Park Splash Pad	The installation of a splash pad and surrounding recreational area in Constitution Park.	Planning	<b>UPDATE</b> - Project is to be funded from ARPA. Currently working with Daniel Hack from Sparks@Play for final design of the pad and equipment. Project will be completed in 2 phases, with a local contractor preparing the site, and a separate splash pad contractor installing all pad related equipment. Construction should be completed prior to 2023 pool season.	MDI	6/9/2022
2021		15-21-W	WATER DISTRIBUTION ANALYSIS and CIP UPDATE 2021	Water system engineering analysis, updated CIP recommendations, particularly concerning the Fort Hill Reservoir, and Asset Management Info for pump stations, PRV Stations and water tanks.	Planning	<b>NEW</b> - The EADS Group, Inc. was awarded the bid on 11/16/21. Kickoff meeting was held on 12/1/21.	DTG	1/18/2022
2021		16-21-M	Downtown ADA Improvements	This project includes the replacement of the curb ramps for compliance with the latest ADA requirements at the following locations: Baltimore/Mechanic intersection on the southwest and northwest corners, Liberty/Dexter intersection at the southeast and southwest corners, Centre/Dexter intersection at the southeast and southwest corners, and Centre/Fredrick intersection on the northeastern side.	Planning	<b>UPDATE</b> - A preliminary estimate to determine the amount of funding needed, will be prepared this summer.	JRD	6/6/2022
2021		19-21-M	South Street ADA Improvements	This project includes the replacement of curb ramps for compliance with the latest ADA requirements along South Street between Oldtown Road and Industrial Boulevard.	Design	<b>UPDATE</b> - The bid package for this project is complete. Currently preparing for bidding and discussing timeline and funding with CDBG staff.	JAT	3/9/2022
2021		20-21-M	Engineering Database Migration	This project will implement the migration of data from the Engineering Department's drawing database and project database to the Laserfiche document management system including the transfer of the scanned images of the Department's drawings from the file server into Laserfiche and the collection of additional metadata for each image.	Planning	<b>UPDATE</b> - A process is in place to upload drawings into the City's Laserfiche document management system. The existing scanned images of the the Eng. Dept. drawings will be uploaded into Laserfiche (with additional metadata added to each image), as time allows. In the future we will need to evaluate possible methods of capturing images of various drawings that are either too large to scan or are too fragile to scan. Currently, we are working with MCCi to create a database for Engineering projects that will use Laserfiche forms to assign new project numbers, and will also automatically create a folder for each project in Laserfiche.	JRD	6/6/2022
2021		21-21-WFP	Water Allocation Permit Renewal PA DEP	The Water Allocation Permit is required to be renewed every 25 years. The City will use Gwin, Dobson and Foreman to work through the permit and establish how much flow we can pull from the reservoirs.	Permitting	<b>UPDATE</b> - Application submitted in March.	RJK	6/3/2022
2021		22-21-P	General City Paving	This project paved Merchants Alley Parking Lot (Mill/Patch/Overlay) and Kelly Road along the southern face of the Grow West Facility (Full Depth reconstruct)	Construction	<b>COMPLETE</b>	JRD	6/6/2022

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

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2021		26-21-FPM	Removal of Potomac Industrial Dam at Blue Bridge	Project to remove the industrial dam in the Potomac River under the Blue Bridge to Ridgeley. Water & Land Solutions will be setting up a private commercial mitigation bank to fund construction. This project is related City Project 9-15-M	Planning	NEW -		
2021		27-21-T	Maryland Ave & Williams St Traffic Study	Study to investigate the potential realignment of Maryland Avenue at its intersection with Williams Street for future development in the Rolling Mill area. BBA performed the study using CAMPO funding.	Study	UPDATE - BBA has begun performing traffic counts and compiling information. Preliminary results should be presented to the City in March.	RLS	1/26/2022
2021		28-21-M	Municipal Service Center Pole Building	Project to construct a Pole Building at the MSC to store equipment.	Design	UPDATE - Design and specs completed. Project was advertised for bid starting 1/14/22.	DTG	1/18/2022
2021		30-21-M	Sustainable Communities Program Renewal	Sustainable Communities Program Renewal documentation. The program allows the City to access grant sources and is required to be updated every 5 years.	Planning	COMPLETE - Plan updates sent to Community Development by Dec 7th.	RJK	3/9/2022
2021		31-21-RE	Constitution Park Amphitheater Upgrades	Project to upgrade the Constitution Park Amphitheater.	Planning	UPDATE - Project is a part of the 5-year park improvement plan. Funding (\$174,350) approved through ARPA. A site plan and RFP have been developed and are being reviewed/updated. City staff to perform electrical upgrades, while site work to be advertised for bid by end of June.	MDI	6/9/2022
<b>NOTE: Beginning in 2022, the Engineering Department will be migrating to a new project number format. The new number format places the 4-digit year first, a 2-digit yearly sequence second, and a 3 or 4-character project type code third.</b>								
2022	2022-01-UTIL	1-22-M	MDE Pre Applications FFY22 FY24	Annual Pre Application Jan 2022	Permitting	COMPLETE - Applications submitted by January 31.	RJK	2/17/2022
2022	2022-02-WTR	2-22-W	South Cumberland Water Main Replacement Project		Planning	UPDATE - Bids for design services will be returns on 3/31 and the preliminary engineering report will be delivered in July.	RLS	3/17/2022
2022	2022-05-WRF	5-22-WRF	WRF Head of Plant and Operations Building Roof Replacements	Roof replacement	Construction	NEW - This project was bid using Sourcewell. The roofs will be replaced in April/May	RLS	3/17/2022
2022	2022-09-SHLD	09-22-M	Cumberland Street ADA Improvements	ADA improvements at the intersection of Johnson, Cumberland, and Market Streets	Design	NEW -		
2022	2022-10-SWM	10-22-SWM	Messick Road Development	SWM Review and Utility Easement Review	Review	NEW -		
2022	2022-11-PBLD	11-22-PBLD	City Hall/Public Safety Building HVAC Improvements	American Rescue Plan Act (ARPA) Funded Project to improve the HVAC systems of these buildings to improve air quality capabilities and system energy efficiency.	Design	NEW -		
2022	2022-12-PBLD	12-22-PBLD	Prisoner Processing Improvements	American Rescue Plan Act (ARPA) funded project to remodel the prisoner processing areas of the Cumberland Police Department in the Public Safety Building	Design	NEW -		
	2022-13-PBLD	13-22-PBLD	19 Frederick Street Building Assessment	Feasibility study and building assessment for the building located at 19 Frederick Street	Study	NEW -		



**File Attachments for Item:**

. Maintenance Division monthly report for May, 2022



**MAINTENANCE DIVISION REPORT**  
**May 2022**

**Street Maintenance Report**

**Parks & Recreation Maintenance Report**

**Fleet Maintenance Report**

**Central Services**

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

- **POTHOLES AND COMPLAINTS**
  - Patched potholes on 40 streets using 21 tons of hot mix asphalt
  
- **UTILITY HOLES**
  - Completed 1 concrete utility hole for the Water Dept. using 1cy of concrete
  
- **SIGN WORK/CURB PAINTING**
  - Repaired 3 Street Name signs
  - Repaired/Installed 33 Traffic Control signs
  - Installed 6 Handicap Parking signs
  - Removed 10 Handicap Parking signs
  - Painted 7 curbs blue for Handicap Parking
  - Painted 6 curbs red for No Parking
  
- **TREE & BRUSH WORK**
  - Completed 17 work orders for tree removals/trimming
  
- **MISCELLANEOUS**
  - Completed 63 Work Orders
  - Performed permanent patch repairs on the Allegany Trail & on Bowen St using 7 tons of hot mix asphalt
  - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St Bridge 3 times.
  - Picked up 5 dead animals
  - Picked up trash/discarded items on 4 occasions
  - Cleaned Municipal Center shop once a week
  - Conducted monthly safety meeting
  - Hauled mulch & topsoil for Day of Caring & Sharing
  - Picked up trash, brush & debris on Day of Caring & Sharing
  - Set out & picked up traffic control for several events

<b>Street Maintenance - May 2022</b>		5/2-5/6	5/9-5/13	5/16-5/20	5/23-5/27	5/31	TOTAL
SERVICE REQUEST COMPLETED		17	15	25	5	1	63
PAVING PERFORMED	Tons						0
CONCRETE WORK	Cy			1cy			1cy
UTILITY HOLES REPAIRED	Water					1	1
	Sewer						0
	Cy					1cy	1cy
	Tons						0
POTHOLES FILLED	Streets	15	9	13	3		40
	Alleys	1			1		2
	Days	4	2	3	1		10
	Cold Mix						0
	Tons	8t	6t	5t	2t		21t
PERMANENT PATCH	Cy						0
	Tons	1t			6t		7t
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED		7	9	17			33
STREET NAME SIGNS REPAIRED/INSTALLED		2		1			3
HANDICAPPED SIGNS	Repaired						0
	Installed	1		5			6
	Removed	8		2			10
CURB PAINTING PERFORMED	Blue	1		6			7
	Yellow						0
	Red	1	1	4			6
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	Loads	5	14	Serviced	3	0	22
	Miles	116	216	154	75	0	561
SWEEPER DUMPS HAULED TO LANDFILL	Tons		24.16t	12.86t			37.02t
STREET MILLING	Days						0
CLEANED BALTIMORE ST. UNDERPASS	Days	1		1	1		3
SALT BARRELS	Days						0
SNOW REMOVAL	Days						0
CLEAN TRUCKS	Days	2	2		1		5
SHOVEL & SALT SIDEWALKS	Days						0
BRUSH REMOVAL/TREE WORK	Areas		6	11			17
CHECK DRAINS/CLEAR DEBRIS	Days		1		1		2
STREET TRACTOR MOWING	Days		1		1		2
LEAF PICK UP	Loads						0

Picked up trash/discarded furniture on 4 occasions  
 Picked up 5 dead animals  
 Performed preventative maintenance and cleaned Loader @ Municipal Center  
 Cleaned Municipal Center shop once a week  
 Conducted monthly safety meeting  
 Set out & picked up traffic control for several events  
 Hauled mulch & topsoil for Day of Caring & Sharing  
 Picked up trash, brush & debris on Day of Caring & Sharing  
 Worked OT mowing & trimming grass @ Parks

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

- Constitution Park , Mason's Complex and Area Parklets
  - Cleaned up garbage 3 times a week
  
- Parks & Parklets Mowing
  - Constitution Park
    - Mowed 15 days
  - Mason's Complex
    - Mowed 16 days
  - Parklets
    - Mowed 15 days
  
- Ball Fields
  - Flynn Field
    - Mowed 5 times
    - Drug 9 times
    - Lined 18 times
  - Northcraft Field
    - Mowed 4 times
    - Drug 4 times
    - Lined 5 times
  - Nonneman Field
    - Mowed 4 times
  - Cavanaugh Field
    - Mowed 4 times
    - Drug 9 times
    - Lined 12 times
  - Abrams Field
    - Mowed 4 times
    - Drug 6 times
    - Lined 10 times
  - Long Field
    - Mowed 5 times
    - Drug 7 times
    - Lined 12 times

- JC Field
  - Mowed 4 times
  - Drug 2 times
  - Lined 2 times
- Bowers Baseball Field #1
  - Mowed 4 times
  - Drug 2 times
  - Lined 4 times
- Bowers Baseball Field #2
  - Mowed 4 times
  - Drug 2 times
  - Lined 4 times
- Galaxy Field
  - Mowed 4 times
  - Lined 4 times
- United Field
  - Mowed 2 times
- Nonneman Soccer Field
  - Lined 4 times
- Miscellaneous Work
  - Performed basic housekeeping @ Municipal Building
  - Cleaned & disinfected the Craft House & Activities Building several times
  - Performed preventative maintenance on mowers, trimmers & blowers
  - Prepared feed & bedding for ducks & geese @ the Duck Pond
  - Cleaned & performed preventative maintenance on Park & Rec vehicles
  - Made repairs to bathrooms @ Mason's Complex & Constitution Park
  - Worked OT for several events
  - Opened the park pool for the season
  - Removed several old wooden posts @ Constitution Park
  - Cleaned up trash, brush & debris on Day of Caring & Sharing
  - Lowered & raised flags @ parks per Presidential orders on several occasions
  - Made repairs to benches @ Constitution Park

**FLEET MAINTENANCE  
MONTHLY REPORT  
MAY 2022**

<b>DEPARTMENT</b>	<b>REPAIRS</b>
Central Services	4
Community Development	4
DDC	0
Engineering	2
Fire	14
Flood	3
MPA	0
P & R Maintenance	6
Police	23
Public Works	0
Sewer	25
Snow Removal	3
Street Maintenance	20
Water Distribution	13
WFP	5
WWTP	4
In House Fleet Maintenance Projects	14
Scheduled Preventative Maintenance	28
Field Service Calls	9
<b>Total Fleet Maintenance Projects</b>	<b>177</b>
<b>Total Repair Orders Submitted</b>	<b>16</b>
<b>Fleet Maintenance Risk Management Claims</b>	<b>0</b>

**CENTRAL SERVICES  
MONTHLY REPORT  
MAY 2022**

- **City Hall**: Disinfecting the AHU's 1st a week because of COVID. Stared getting the A/C equipment ready for the summer change over. Filled the chiller with water and bled the air out of the system. Painted the 2<sup>nd</sup> floor conference room.
- **Municipal Service Center**: Disinfecting the RTU's 1st a week because of COVID. Spent a few hours cleaning up the shop areas. Worked on the large garage door that was starting to not close properly. Replaced the flush valve on the toilet in the Water Department restroom.
- **Public Safety Building**: Disinfecting the AHU's 1st a week because of COVID. Continued to work on the new IT room upgrades. Removed one of the large hose dryers from the Fire Departments garage area. Repaired the truck brake air compressor copper high pressure line that broke at the fitting. Rebuilt one of the circulating pumps for the hot water boiler system. Replace burned out LEDs on the 2<sup>nd</sup> floor Fire Department area.
- **Fire Stations #2**: Checked the A/C split units and cleaned the outside units to make sure working properly.
- **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**: Marked all the street light conduits on Decatur St. for the replacement of the water main. Repaired the lighting at the Centre St. Parklet beside the Book Store and removed all the glass from the windows to make it safe. Dumped the trash from the mall area for the DDC.
- **Traffic and Street Lights**: Monthly routine preventive maintenance on the 21 traffic control cabinets. Have had to reset multiple traffic lights due to power outages. Reported 8 street lights to be repaired to the power company. Worked on the traffic control cabinet at the Dingle because of it going into flash frequently. Put the traffic lights into flash for Columbia Gas to repair a leak at the intersection of Green St. and Johnson St. Replaced the two steel pole in front of the traffic pole at Mechanic St. and Harrison St. to keep the big trucks from hitting it as often. Checked on the traffic lights on the north end of Mechanic St. that were in flash. Repaired a light pole on Decatur St. that was hit by a car.

- **Parks areas:** Installed a new flag pole rope on the pole by George Washington HQ. Reset the fault on the VFD wading pool pump. Replaced the exhaust fan in the main pool filter building and the wading pool filter building.
- **Sewer Department:** Worked on the two push cameras. Replacing the end connectors that the camera head screws on to.
- Load tested generators. May 31, 2022
- Monthly Safety Meeting – May 5, 2022
- PM's on all the pumps and motors at PSB, City Hall and MSC



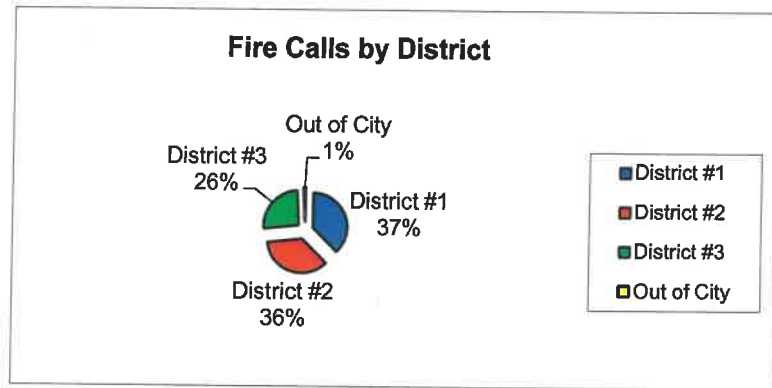
**File Attachments for Item:**

. Fire Department monthly report for May, 2022

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

**Cumberland Fire Department Responded to 120 Fire Alarms:**

Responses by District:	
District #1	45
District #2	43
District #3	31
Out of City	1
	<hr/> 120



Number of Alarms:	
First Alarms Answered:	119
Working Alarms Answered:	1
	<hr/> 120

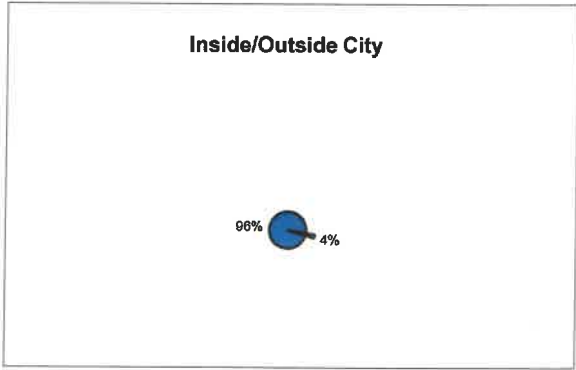
Calls Listed Below:	
Property Use:	
Public Assembly	2
Educational	1
Institutional	9
Residential	55
Stores and Offices	6
Special Properties	47
	<hr/> 120

Type of Situation:	
Fire or Explosion	11
Overpressure, Rupture	1
Rescue Calls	67
Hazardous Conditions	7
Service Calls	9
Severe Weather	2
Good Intent Calls	10
False Calls	13
	<hr/> 120

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in May:	\$0.00
Total Fire Service Fees for Fire Called Billed by Medical Claim-Aid Fiscal Year to Date:	\$0.00
Fire Service Fees for Fire Calls Paid in May:	\$0.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$0.00
Total Fire Service Fees for Fire Calls Paid in Fiscal Year 2022:	\$1,105.92
Fire Service Fees for Inspections and Permits Billed in May:	\$200.00
Fire Service Fees for Inspections and Permits Paid in May:	\$100.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,550.00

**Cumberland Fire Department Responded to 504 Emergency Medical Calls:**

In City Calls	486
Out of City Calls	<u>18</u>
Total	504



Total Ambulance Fees Billed by Medical Claim-Aid in May:	\$70,920.47
Ambulance Fees Billed Fiscal Year to Date:	\$1,521,439.09
Ambulance Fees Paid:	
Revenue received in May:	\$106,850.75
FY2022 Ambulance Fees Paid in FY2022:	\$996,357.69
Total Ambulance Fees Paid in FY2022:	
(All ambulance fees, current and previous fiscal years, paid in FY2022.)	\$1,194,266.33

**Cumberland Fire Department provided 11 Mutual Aid Calls:**

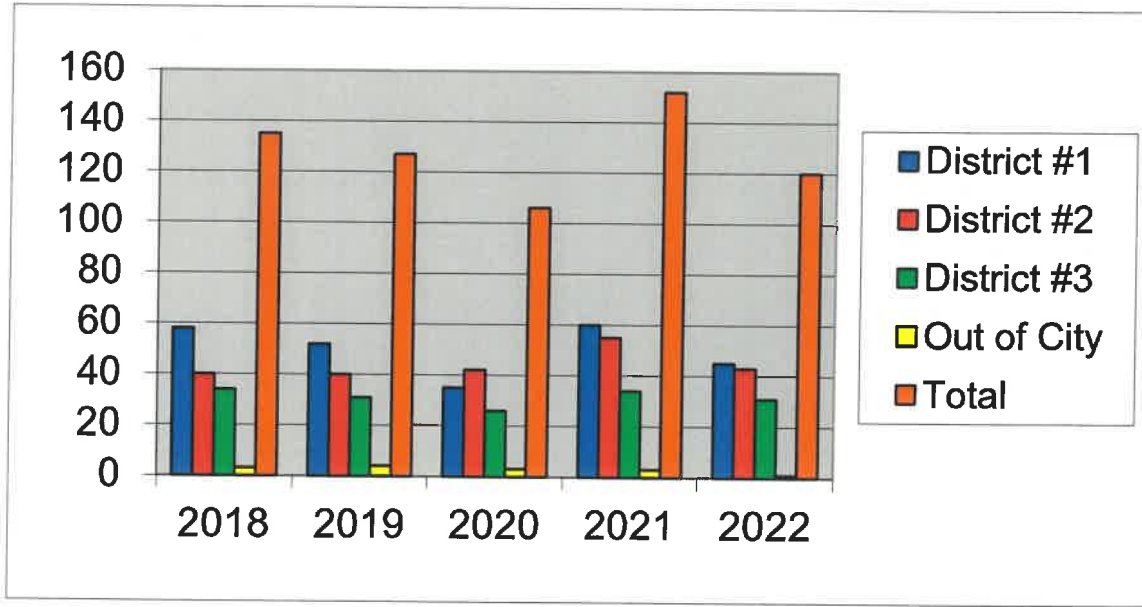
10 Mutual aid calls within Allegany County	
<u>1 Mutual aid calls outside of Allegany County</u>	
11	
Bowman's Addition VFD	6
District #16 VFD	<u>4</u>
	10
Ridgeley VFD, WV	<u>1</u>
	1

**Cumberland Fire Department provided 7 Paramedic Assist Calls:**

2 Paramedic assist calls within Allegany County	
<u>5 Paramedic assist calls outside of Allegany County</u>	
7	
Cresaptown VFD	1
Flintstone VFD	<u>1</u>
	2
Fort Ashby, WV VFD	2
Wiley Ford, WV VFD	<u>3</u>
	5

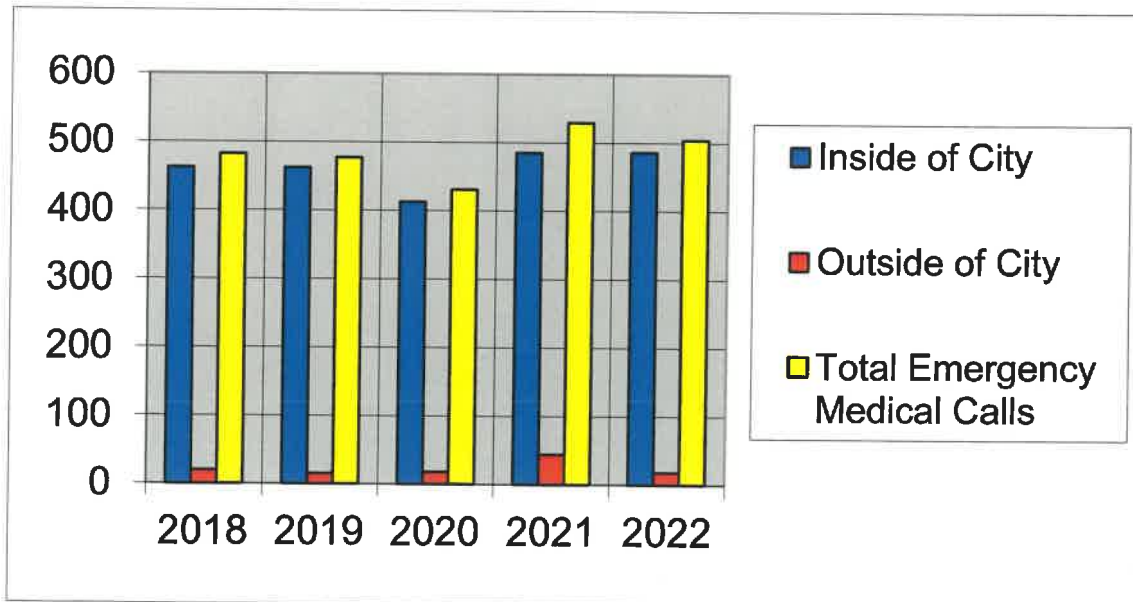
**Fire Calls in the Month of May for a Five-Year Period**

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
District #1	58	52	35	60	45
District #2	40	40	42	55	43
District #3	34	31	26	34	31
Out of City	<u>3</u>	<u>4</u>	<u>3</u>	<u>3</u>	<u>1</u>
Total	135	127	106	152	120



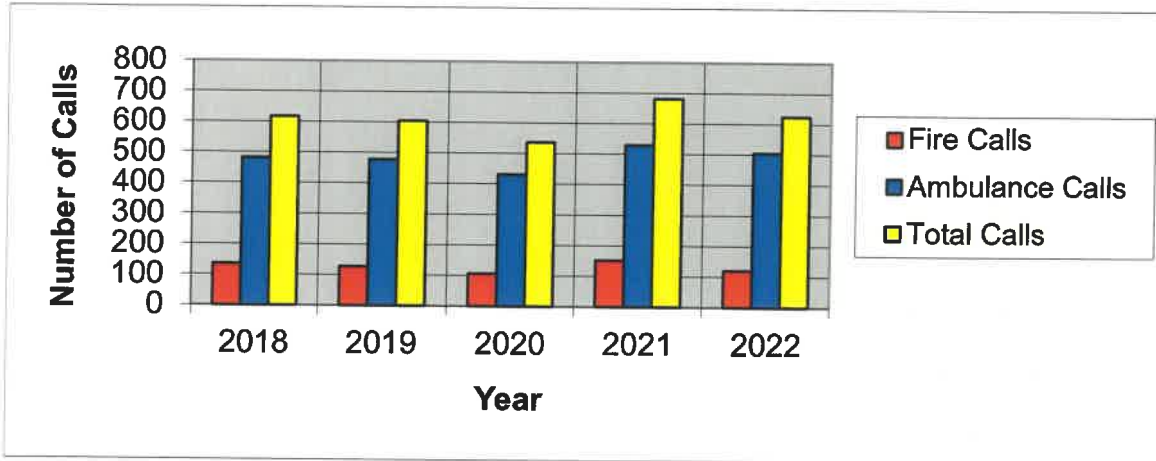
**Ambulance Calls in the Month of May for a Five-Year Period**

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Inside of City	462	462	413	485	486
Outside of City	<u>20</u>	<u>15</u>	<u>18</u>	<u>44</u>	<u>18</u>
Total Emergency Medical Calls	482	477	431	529	504



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

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Fire Calls	135	127	106	152	120
Ambulance Calls	482	477	431	529	504
Total Calls	617	604	537	681	624



**Training**

Tabulations are not currently available.

**Fire Prevention Bureau**

Investigations Conducted	3.00
Inspections Performed	10.00
Conferences Held	28.00
Complaints Received	3.00
Correspondence Written	22.00
Plans Reviewed	3.00
Burning Permits	7.00
Public Education	5.00

**Personnel:**

Probationary Firefighter/EMT-B Trey M. Corbin was hired effective May 16, 2022.

**File Attachments for Item:**

. Police Department monthly report for May, 2022



# **City of Cumberland Department of Police**

**Monthly Report**

**May 2022**



# City of Cumberland Department of Police

## Monthly Report

### May 2022

#### Part 1 Crimes for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Aggravated Assaults	13	0	B & E (All)	10	12	Murder	0	1	Rape	2	0
Robbery	1	4	Theft - Felony	2	0	Theft - Vehicle	3	0			

#### Selected Criminal Complaints for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Theft - Misdemeanor	22	20	Theft - Petty	16	19	Domestic Assaults	14	26	CDS	59	37
Disturbances	160	150	DOP/Vandalism	34	19	Indecent Exposure	4	1	Sex Off - Other	4	1
Suicide	1	0	Suicide - Attmpt.	1	1	Tampering M/V	0	0	Abuse - Child	3	0
Trespassing	10	30	Assault on Police	7	4	Assault Other	39	30			

#### Selected Miscellenous Incidents for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Alcohol Volations	2	0	Juvenile Compl.	17	29	Missing Persons	6	7	School Resource	258	238
School Threat	0	0	Sex Off. Regist.	4	4	Truancy	7	2	Death Investigation	7	4

#### Selected Traffic Incidents for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
DWI	21	11	Hit & Run	17	24	M/V Crash	72	55	Traffic Stop	463	353

#### Selected Service Calls for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Alarms	50	64	Assist Motorist	36	33	Check Well-Being	158	150	Foot Patrol	79	60
Assist Other Agency	79	77	Bike Patrol	44	18	Special Events	8	14	Suspicious Activity	66	85

#### Current Incident Status for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Open	30	90	Arrest	321	255	Closed	2707	2226	Suspended	51	61





# City of Cumberland Department of Police

## Monthly Report

### May 2022

#### Arrests Totals for the Month

	2021		2022			2021		2022			2021		2022	
M/V Citations	86	50	M/V SERO	4	5	M/V Warnings	377	290	Arrest on View Adult	49	48			
Arrest On Crim. Cit.	8	16	Arrest Summons	32	20	Arrest Warrant Adult	52	41	Adult Crim.	143	127			
Arrest Summon (Chrg)	23	19	Arrest Warrant (Chrg)	13	14	Juvenile Crim.	12	25	Arrest on View Juv	11	24			
Arrest Warrant JUV	0	0	Emer. Petition	80	58	Fingerprinting	7	0	RunAway & Miss Per.	5	5			
Civil Citation	3	3												

**Total Incidents Reported :**
**2021**
**2022**  
**3,109**
**2,632**

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**Chuck Ternent - Chief of Police**

# CUMBERLAND POLICE DEPARTMENT

## MONTHLY REPORT

May 2022

SWORN PERSONNEL: 46 SWON OFFICERS

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

CIVILIAN EMPLOYEES: 5 full time, 9 part time

CPD Office Associate	1 full time
CPD Records Clerk	OPEN
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: 892  
COMP TIME USED: 264.5  
SICK TIME USED: 128

YEAR TO DATE (beginning 07/01/21): 8,392.625  
YEAR TO DATE (beginning 07/01/21): 1,948.125  
YEAR TO DATE (beginning 07/01/21): 2,957.25

### OVERTIME REPORT

OVERTIME WORKED: 110  
HOSPITAL SECURITY: 33  
COURT TIME WORKED: 281

YEAR TO DATE (beginning 07/01/21): 2,063.75  
YEAR TO DATE (beginning 07/01/21): 888.5  
YEAR TO DATE (beginning 07/01/21): 3,074

**File Attachments for Item:**

. Utilities Division Flood/Water/Sewer monthly report for May, 2022

**Utilities Division Activity Report for May 22 WATER**

REQUEST	W/E 5/6/22	W/E 5/13/22	W/E 5/20/22	W/E 5/31/22	MONTHLY TOTALS
<b>Service Technicians</b>					
NON READS	14	30	34	36	114
FINAL READS/TURN ONS/SHUT OFFS & DEMOS		1	2	4	7
LEAK INVESTIGATIONS/turn off-on	7	4	5	6	22
METER/STOP INVESTIGATIONS	15	12	9	13	49
REPAIR WIRING/GET READING					0
ORANGE TAG FOR REPAIRS	2	7	3	4	16
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	54	41	42	39	176
NONPMT/BAD CK/AGREE SHUT OFFS	51	46	33	32	162
SUSPENDED ACCTS - RECHECKS	38	48	47	16	149
REPLACE/REPAIR METER/LID/VALVE					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCK		1		3	4
NEW METER	2	4	1		7
METER FIELD TESTS-Residential					0
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out	6	1	2	2	11
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER/DIRTY WATER		1	1	1	3
MOVE METERS OUTSIDE/READINGS	1	2	1		4
SP Change Outs/Repairs/Reactivates/Move	3	6	2	3	14
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO	1	2	1		4
HYDRANT/IRRIGATION METER					0
<b>Total</b>					<b>742</b>
<b>Pipe Technicians</b>					
LINE LOCATOR	89	108	106	100	403
TAPS SERVICED	5	1	2	4	12
LEAKS REPAIRED		1		1	2
FAYETTE ST MAIN REPLACEMENT	20	20	20		60
DECATUR - CHECKED LEAKING VALVE	2				2
303 PULASKI - SET BOX	4				4
421 S CENTRAL - SHUT OFF AT MAIN	4				4
BELT HIT LINE-DECATUR @ CHARLES/DEAD	4				4
110 HUMBIRD - BACKFILLED HOLE	4				4
53 S CENTRE - RAISED METER BOX	3				3
37 MASS AVE - TOPSOILED AROUND BOX	3				3
31 MARY ST - RAISED METER BOX	3				3
DECATUR/BELT FOUND PIPE/CHECKED IF DEAD	3				3
465 GOETHE - OFF FOR PROPERTY LEAK	4				4
VAC TRUCK TRAINING	4				4
ABANDONED SERVICE - 409 S CENTRAL		3			3
ABANDONED SERVICE - 439 ANDREW ST		3			3
EASTERN @ MONROE - REPLACED VALVE BX		3			3
314 PIEDMONT - INSTALLED NEW CURB BOX		3			3
COLD MIXED POT HOLES (SEVERAL PLACES)		3			3
325 DAVIDSON - REPLACED BOX & SETTER		3			3
ABANDONED SERVICES - DECATUR ST			4		4
TOOK VALVE BOX TO BELT - DECATUR ST			3		3
118 BALTIMORE - ON/OFF - LEAK			3		3
ALTAMONT @ UNION - LEAKING VALVE			3		3
CLEANED WAREHOUSE			4		4
116 EUCLID - INSTALLED SETTER			4		4
ALTAMONT TERR - TIED IN NEW 10" MAIN				8	8
SHUT DOWN MAIN FOR BELT - DECATUR ST				5	5
MOVED FITTINGS & TORE DOWN SHELIVING				2	2
DECATUR - FLUSHED HYDRANTS				4	4

**Watershed**

Park Dump Site - removed trees, burned brush, hauled stone on new dump site access road (several days)  
 Park Dump Site - pushed dirt & concrete at current dump site  
 Refueled equipment on Fayette St job  
 New park dump site - began installing silt fence  
 Moved statue & rock from Baltimore St to Centre St park  
 VAC truck training  
 Met with DJ & Allen regarding shooting range upgrades  
 Hauled 2 loads of Allegany High School letters to pipe rack  
 Cleaned loader  
 Moved CR-6 at ballfield at park  
 Hauled D5 to new dump site  
 Installed new swale at dump site & made turn-around  
 Burned brush at new dump site  
 Installed stone in pond at park  
 Picked up loads of pre-mix at Keystone Lime  
 New dump site @ park - installed drainage pond & finished grading  
 Hauled rip rap to dump site  
 Seeded & mulched new dump site @ park  
 Removed old pipe rack  
 Fixed tail light on VAC traller  
 Assisted Brian in mechanic shop

**Projects**

Projects					0
<b>GRAND TOTAL</b>					<b>1315</b>

# May 2022 Monthly Report

## FLOOD MAINTENANCE

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Test run pumps and run gates  
Check sewage regulators  
Safety meeting  
Mowed West levee ditch and Rt. 28 ditch  
Mowed Moose, parklets, narrows, viaduct, Bullpen, Furlows  
Mill Race, Kelly Blvd. Dentist Office  
Mowed Rt. 28 Levee, West Levee, and all fields  
Cleaned CSO at Mill Race  
Cleaned bullpen  
Perform other maintenance work as required

## SEWER BRANCH

Calls answered	4
Service lines opened	0
Owner's trouble	4
Traced lines/main	333
Mains Repairs/ Replace	4
Sewer taps installed/replaced	0
Cleaned catch basins	10
Cleanouts installed	1
Televised sewer mains	0 FEET
Televised sewer lines	1
Call outs/ overtime	12 callouts/ 38 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	0

Flushed mains	2,625 Feet
Gallons of water used	7,500 Gals.
605 Vac-con truck	5,000 Gals.
608 Flush truck	7,500 Gals.
Safety meeting	

926 Maryland Ave repaired C/O

Millman Pl. repaired sewer service line

Decatur St. repaired two sewer lines (hit by Belt)

Edgevale at Brentwood repaired sewer main. Two locations

512 Pine Ave repaired storm line

Cleaned CSO site at Mechanic St.

Cleaned CSO site at Valley St.

Cleaned storm drains at service center

**File Attachments for Item:**

1. Approval of the Work Session Minutes of February 15, 2022, the Work, Closed, and Regular Session Minutes of March 1, 2022, the Closed Session Minutes of March 8, 2022, and the Work and Regular Session Minutes of March 15, 2022



# Mayor and City Council of Cumberland

## WORK SESSION

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

Tuesday, February 15, 2022  
5:00 p.m.

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

**ALSO PRESENT:** Jeffrey Silka, City Administrator; Marjorie Woodring, City Clerk; Mark Gandolfi, City Comptroller; Chuck Ternent, Chief of Police

Media: Greg Larry, Cumberland Times-News; Brian Gowan, WCBC Radio

### **I. AGENDA REVIEW – FEBRUARY 15, 2022**

Mr. Silka called on Mr. Gandolfi to review Ordinance 3909, amending the City’s purchasing policy, saying that the Comptroller was more well-versed in this topic.

Mr. Gandolfi handed out and presented a detailed overview regarding changes to the purchasing policy and reviewed the highlights:

- No change to concept of \$25K or greater needing a M&CC order
- Lower thresholds changed, lowest being \$2500; if under, Department head can do due diligence in-house and verify fair price – no more need to vet everything through Finance
- Award of bid can now go to lowest “responsible” bidder

Mr. Gandolfi reviewed commodities and services which are exempt from competitive bidding and quotes:

- Adding express authorization to use piggyback contracts
- Sole Source over \$25K with requisition from Department head, funding approval of the Comptroller, and approval by the City Administrator with final approval by Council

Mr. Gandolfi reviewed equipment leases, and clarified as to what capital lease procedure looks like in terms of dollar vs. rent, and said leases should be authorized and made in the same manner as purchases of supplies, contracts, service, etc.

Regarding construction contracts, Mr. Gandolfi advised that there will be a revision enhancement to emergency procedures to better define a public emergency, while removing a component regarding City workforce and competitive bids that was not needed. He added that for commission-based contracts there are no substantive changes.

Mr. Gandolfi advised on the bidding procedure for preparing Public Works contracts, saying that the City Administrator becomes the responsible party for all bidding documents. He advised that the time frame to advertise bids was a little ambiguous, so it was revised to say that all bids will be advertised at least one time for no less than five days, and removes the maximum days for advertising.

Mr. Gandolfi advised that there are revisions to advertising procedures regarding bid qualifications on the City website, to enhance and clarify the procedures for being qualified or disqualified within the award, and states that all mandates must be met. Mr. Gandolfi stated that there is a revision to the acceptance of lowest and best bid to better define if a bid is in the best interest of the City.

Mr. Gandolfi advised that there are no changes to Local Preference. He also advised that there is a new section entitled Change Orders, that addresses one area that has not been addressed regarding how the City deals with Change Orders. He added that there are limitations on the Department head regarding costs.

Councilman George inquired about the committee that determined the changes. Mr. Gandolfi advised that it consisted of himself, City Management led by the “then” City Administrator, and the City Solicitor.

In answer to a question from Councilwoman Marchini, Mr. Gandolfi reviewed commodities and services that are exempt from competitive bidding and quotes from at least three suppliers, which are all listed in Section 2-171(e).

Mr. Silka asked if anyone had any questions about the rest of the agenda, other than ARPA funds. There were no questions, but Council commented on Order No. 26,956 regarding a GOCCP grant, and the good track record of staff in obtaining grants.

## **II. ARPA DISCUSSION – PROJECT PRIORITIZATION**

Mr. Silka advised that there had been feedback that Council wanted to discuss allocations, and turned it over to Mr. Gandolfi.

Mr. Gandolfi advised that a key component is regarding the \$10M revenue loss and how the Treasury would like folks to be good stewards of the funding. He advised that restoring government services is a very critical piece, and said the \$10M threshold ensures the health of the local government.

Mr. Gandolfi advised on the funds for provision of government services, and explained the valuation dates and the funding amounts over four years, saying it is audited each year. He also

advised that this is primarily General Fund wages. He also discussed surplus, unassigned fund balance, and the flexibility to spend the funds in the best interest of the City.

Mr. Silka discussed public art not being placed in funding, and said they looked at the greatest impact and best benefit upon the whole community. He discussed the Baltimore Street renovation, saying it is already a \$12M public art project going on, and said that other projects had a better bang for the buck and more benefit to the community.

Mr. Gandolfi explained that each department head's recommendations were taken into consideration and ranked, looking at sustainability, greatest impact, and how well it fits within ARPA and what the government has asked the City to do.

Council discussed the DDC's and the CEDC's need for grants for public art with possibly matching funding from the City. There was discussion about the beautiful art in Frederick's downtown and about how it attracts tourism and gives civic pride, with the opportunity for public and private partnerships to help make it happen. There was a question about the \$12M estimate for the Baltimore Street project, with Mr. Silka advising that amount is for construction only, not the aesthetics of the public art section. It was noted that below-ground, trees, fountains, etc. were part of the original streetscape.

### **III. HABITAT FOR HUMANITY**

Mr. Silka discussed requests for permit and utility connection waiver fees pertaining to Habitat Humanity's construction of a home at 22 Maple Street. He advised that this is approximately a \$150K project, with \$640 in permit fees, and \$3370 in water and sewer tap fees. He advised that in the past the City has waived these for Habitat for Humanity projects. Mayor Morriss advised that he could see no reason to not waive the fees for a 501c3 organization that is making a good investment.

### **IV. CUMBERLAND HOUSING GROUP – JFK APARTMENTS**

Mr. Silka discussed water permit and utility connection fee waiver requests pertaining to the renovation of JFK Apartments at 135 N. Mechanic Street, saying that this is a \$15.8M project, with \$30 plus \$95,177 for permits with no water or sewer tap fees. There was discussion by Council about other housing projects requesting waivers and wanting to be consistent. They also discussed River Bend Court, and there was a suggestion to look into that to see if that project received the waiver.

### **V. MAYOR AND CITY COUNCIL UPDATES**

Councilman Cioni discussed Let's Beautify Cumberland, and the upcoming Day of Caring and Sharing.

There was discussion about Parks and Recreation and the focus of the last meeting being the skateboard park. Mr. Silka advised that they will bring their recommendation to the next work session, and said the survey will have a compilation of comments.

Mayor Morriss advised that he had spoken with the B.O.E. and said they want to have a conversation with M&CC about using their fields and scheduling to make sure leagues are using all the parks.

Councilwoman Marchini advised about the Baltimore Street Committee, and said the mitigation plan is nearing completion. She said they would like to have a town hall meeting when the plan is printed and handed out to set the tone for businesses and building owners. She added that there will be quarterly virtual meetings during construction. The Councilwoman also spoke about the DDC, and advised about the Windows Contest using empty storefronts for non-profits and schools, and said there will be a public vote on the winners, with cash prizes from grants. She also noted that the Groundhog Day event went well, and said that seven prizes were handed out, and said the DDC is working on promoting Black businesses downtown. She also advised that the final plan for Baltimore Street was submitted to MDOT for the final review, and said the response should come within the next six weeks, then it goes to Federal Highway. Ms. Marchini provided information about the HPC, saying that Larry Jackson is the new Chair, and added that Ruth Davis-Rogers is running things well.

Councilman Frazier advised that the HRC will meet this coming Monday, so he will report on that at the next work session. He added that the HRDC meets next month, and said he could not make the last WMSR meeting.

Mayor Morriss advised that Saturday, March 5<sup>th</sup> is the Hooley Plunge, and said it's going to be a tremendous event this year with the focus being on the late Dr. McCagh and all the good work that he did in the community. The Mayor said he hopes everyone comes out and shows their support. He also stated that all is going well with the WMSR, and stated that tickets for the next Polar Express are up now and selling. He mentioned the different events coming for the scenic railroad, including the Ice Cream Train, Dinner Train, Murder Mysteries, etc.

On the Economic Development front, Mayor Morriss stated that he believes there is a renaissance taking place in the community, and said he believes the foundation of that is the Baltimore Street Access Project and opening up the downtown mall. He said he believes there is a lot of really good work being done both for Baltimore Street and the Maryland Avenue Project, and some other things he will talk about in the future. The Mayor added that there was some good news today on a potential housing investment, which will be made public in the near future.

Councilman Frazier wanted to remind everyone about a meeting at the Salvation Army Board, and said that the plan is to do kettles as a group in different locations next year during the winter holidays.

There was discussion about having someone that works with boys and girls clubs to come in and give M&CC an update, and it was mentioned as being a good idea for a presentation. Additionally, they discussed plans for a fundraiser to get musical

instruments and a paid music instructor for the kids. A proclamation to thank them was suggested.

Chief Ternent advised that the Hooley Pub Crawl will be March 23<sup>rd</sup>, and advised that an Order will be needed.

Mayor Morriss noted some construction going on downtown, and wanted to remind everyone that you can still get to wherever you want to go, and mentioned LOFT 129, Embassy Theatre and the Cumberland Theatre all having events downtown.

Councilman George advised that Planning and Zoning did not meet.

**VI. ADJOURNMENT**

With no further business at hand, the meeting adjourned at 6:07 p.m.

Respectfully submitted,

Marjorie A. Woodring  
City Clerk

Minutes approved on \_\_\_\_\_



# 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

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## MINUTES

M&CC Regular Meeting  
City Hall

DATE: March 01, 2022

**I. OPEN SESSION – 6:15 p.m.**

**II. Pledge of Allegiance**

**III. Roll Call**

**PRESENT:**

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

**Also Present:** Jeffrey F. Silka, City Administrator; Marjorie A. Woodring, City Clerk; Robert Smith, City Engineer; Chuck Ternent, Chief of Police; Shannon Adams, Fire Chief

**IV. Statement of Closed Meeting**

1. Summary statement of closed meeting held March 1, 2022

Mayor Morriss announced that a Closed Session had been held on March 1, 2022 at 5:40 p.m. and read into the record a summary of that session which is attached hereto and made a part of these minutes as required under Section 3-306 (c)(2) of the General Provisions Article of the Annotated Code of Maryland.

**V. Director's Reports**

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

**(A) Administrative Services**

1. Administrative Services monthly report for December, 2021

## VI. Approval of Minutes

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

1. Approval of the Closed Session Minutes of October 19, 2021, and the Work Session Minutes of November 2, 2021

## VII. Unfinished Business

### (A) Ordinances

1. **Ordinance 3908** (*2nd and 3rd reading*) - accepting the bid from EZ Out, Inc. for the purchase of surplus properties at 32 Laings Avenue, 105-107 Fifth Street, and 305-307 Fifth Street for the total amount of \$600 and authorizing execution of a deed to convey the properties to EZ Out, Inc.

Mr. Silka advised that these are properties that were declared surplus and were included in the Round II bids, are in a commercial zone, and will be put to commercial use.

**SECOND READING:** The Ordinance was submitted in title only for its second reading.

**Motion** to accept the second reading and move to the third after comment was made by Councilwoman Marchini, seconded by Councilman Frazier, and was passed on a vote of 5-0. Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

**THIRD READING:** The Ordinance was submitted in title only for its third reading and was passed on a vote of 5-0.

2. **Ordinance 3909** (*2nd and 3rd readings*) - repealing City Code Sections 2-171 to 2-175 pertaining to the City's purchasing policy and reenacting them with amendments, and enacting Section 2-177 pertaining to Change Orders.

Mr. Silka advised that the policy had not been updated in five years, and said the updates were explained in detail by the Comptroller at the last meeting.

**SECOND READING:** The Ordinance was submitted in title only for its second reading.

**Motion** to accept the second reading and move to the third after comment was made by Councilman George, seconded by Councilman Frazier, and was passed on a vote of 5-0. Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

**THIRD READING:** The Ordinance was submitted in title only for its third reading and was passed on a vote of 5-0.

## VIII. New Business

### (B) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. **Motion** to approve Order No. 26,966 *only* was made by Councilman Frazier, seconded by Councilwoman Marchini, and was passed on a vote of

4-0, with Councilman George abstaining. **Motion** to approve remaining Order Nos. 26,967 – 26973 was made by Councilman George, seconded by Councilman Frazier, and was passed on a vote of 5-0.

**Order 26,966** - authorizing the Chief of Police to enter into an Updated Memorandum of Understanding (MOU) with the Family Crisis Resource Center (FCRC) to support police overtime in the amount not-to-exceed \$19,583 for the provision for security at FCRC during supervised visitation and exchange.

Mr. Silka advised that the City's officers provide security and are reimbursed at an overtime rate by FCRC.

**Order 26,967** - accepting the estimate from Gano Communications for equipment and installation costs to upfit four (4) 2022 Ford Police Interceptor vehicles at a cost of \$25,301.72.

**Order 26,968** - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the downtown mall for the Hooley Pub Crawl for the period of March 12, 2022 beginning at 12:00 p.m. and ending at 2:00 a.m. on March 13, 2022; notwithstanding, that open glass containers shall not be permitted.

Mr. Silka advised that there is a map attached with this order describing the allowed area.

**Order 26,969** - authorizing execution of an Agreement for Legal Services with Kaplan Kirsch & Rockwell LLP for the provision of advice and counsel related to issues with CSX Transportation related to the City's sewer easement over property owned and used by CSX, to be effective retroactive to November 1, 2021.

**Order 26,970** - authorizing the waiver of permit fees as requested by Habitat for Humanity for a new residential build at 22 Maple Street, and Cumberland Housing Group for the renovation of JFK Apartments at 135 N. Mechanic Street.

Councilman George inquired if this Order should be amended to formalize the Cumberland Housing Group as being exempt for future requests. Mr. Silka advised that it could definitely be added on at a future date.

**Order 26,971** - authorizing execution of a Right-of-Entry Agreement, effective March 1, 2022, with Cumberland Senior Partners, LLC as owners of real property described in a deed from Countryhouse LLC to Owner, dated December 1, 2018 (Book 2346, Page 461 of Allegany Co. Land Records), to facilitate the rehabilitation of the Baltimore Street Bridge.

Mr. Silka advised that there are current rights-of-way and easements on this property, and said this sets up temporary easements for construction on the bridge which will revert back once construction is over.

**Order 26,972** - authorizing execution of a Donation Agreement with Rose M. Klink for the donation of property at 409 S. Central Avenue (Tax ID 22-015141) to the City, and authorizing the City's acceptance of the deed and execution of documentation to effect the transfer.

Mr. Silka advised that the City has been looking to acquire this property for some time, and said it will be demolished.



**Order 26,973** - declaring a 1992 Sutphen 90-ft. Aerial Tower Pumper Truck (VIN # 1S9A3KFE5N1003933) and a 2004 Chevy Tahoe (VIN #1GNEK13V04J268695) as surplus and authorizing them for sale or trade-in.

Mr. Silka advised that this is the CFD's old ladder truck and old command truck that are out-of-service. Chief Adams advised this ladder truck had been in service for 30 years.

**IX. Public Comments**

*No Comments*

All public comments are limited to 5 minutes per person

**X. Adjournment**

With no further business at hand, the meeting adjourned at 6:38 p.m.

Minutes approved on \_\_\_\_\_

Raymond M. Morriss, Mayor \_\_\_\_\_

ATTEST: Marjorie A. Woodring, City Clerk \_\_\_\_\_

# Mayor and City Council of Cumberland

## WORK SESSION

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

Tuesday, March 1, 2022  
5:00 p.m.

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

**ALSO PRESENT:** Jeffrey Silka, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Robert Smith, City Engineer; Chuck Ternent, Chief of Police; Keira Shilling, President, Cumberland Jaycees; Doug Widdows, Skate Park Committee

### **I. AGENDA REVIEW – MARCH 1, 2022**

Mayor Morriss reviewed the Agenda reports and minutes, and Mr. Silka advised on the two Unfinished Business ordinances. Ordinance No. 3908 (*2<sup>nd</sup> and 3<sup>rd</sup> Readings*), accepting the bid of EZ Out, Inc. for the purchase of several surplus properties from the Round II bids: 32 Laings Avenue; 105-107 Fifth Street; and 305-307 Fifth Street for a total of \$600, and authorizes the execution of a deed to convey the properties.

Ordinance No. 3909 (*2<sup>nd</sup> and 3<sup>rd</sup> Readings*), repealing City Code Sections 2-171 to 2-175 pertaining to the City's purchasing policy, and re-enacting them with amendments, and enacting Section 2-177 pertaining to Change Orders. Mr. Silka noted that City Comptroller Mark Gandolfi provided a much-detailed review and explanation of the changes at the ordinance's first reading.

Mr. Silka called for any questions or comments regarding the Consent Agenda orders, saying that they were pretty much standard business and housekeeping. Councilman George advised that he will be abstaining from the vote on Order No. 26,966, due to the fact that his wife is treasurer of the FCRC. Mr. Silka noted that Order No. 26,967 provides for outfitting four Ford Interceptor vehicles recently purchased as police cars.

### **II. SKATE PARK LOCATION RECOMMENDATIONS**

Mr. Silka provided a PowerPoint presentation, and advised that on the November 23, 2021 meeting, staff asked to look at the project and come back with recommendations from M&CC. He said an internal working group was formed with City Staff, and advised that they met internally a few times to review location options.

Mr. Silka stated that they had met with the skatepark group on January 4, 2022, and said that they had posted a survey on several platforms. He advised that the survey was posted in February and contained 6 questions, with 488 total responses across the 4 platforms. The consensus of the responses was that 72% are residents of Cumberland, most responding lived in either the City, Allegany or Garrett County or WV, most wanted the location to be Jaycee

Field with Constitution Park coming in second, and households mostly had 2 persons interested, with the age group being post-high school.

Comments, suggestions and concerns made up the last question, with Mr. Silka advising that the majority of the comments were positive and welcoming. There were fewer negative comments that ranged from a waste of money, vandalism/drug use, and money being put to better use.

Mr. Silka advised that the skatepark group made the recommendation of Jaycee Field as their preferred location, and said the internal working group also looked at Jaycee Field, along with Mason Sports Complex and Constitution Park.

Mr. Silka provided background on the benefits of having a skate park, saying that it provides a non-traditional form of recreation, interested people must travel to the nearest skate park, and added that the venue would provide a tourist attraction as well as a place for events and competitions. Mr. Silka then reviewed the location factors, which include visibility of the facility, traffic flow, impact on neighborhoods, accessibility, costs, and several others listed in the PowerPoint presentation.

Mr. Silka advised that the design of the park would be done by Spohn Ranch Skatepark of Los Angeles, CA, and said the base cost of design and construction will be in the \$500K range, and said this does not include any site work cost.

Mr. Silka reviewed potential costs, and said a Jaycee Field site would be around \$806K, but to do it right it could be as high as \$1.4M due to parking and road upgrades. He advised that for a Constitution Park site the cost ran around \$698K, with Mason being approximately \$644K.

Mr. Silka reviewed site analysis for each location and the PowerPoint presentation provided photos of each site with overlays and explained upgrade costs for the different improvements needed. He noted that a stormwater facility is at the Jaycee Field site that can't be relocated, and said that is one concern for this location. He said that Constitution Park is their third choice, and explained that it would be a little bit easier and cheaper site to construct, but the drawbacks include no adequate parking and it not being a synergistic area for a skate park.

Mr. Silka advised that Mason Sports Complex is their top recommendation, said it would be a little cheaper to pull off, and explained that the complex is already geared for field activities, it has the BMX track next to it, and said it is synergistic with a skate park. He stated that this is a multi-use site for families, and said it's easily accessible by car, and the complex is already a regional asset. He explained that it meets the largest percentage of site factors, and would be the lowest estimated development cost of the three locations.

Mr. Silka advised that the next steps would be for M&CC to review and ask for input from the Parks and Recreation board. He explained that if this project goes forward, there is no funding available from the City's side, and said they would need to find funds. He advised that the County has pledged \$250K, and said he would recommend getting a commitment of those funds if this goes forward. Mr. Silka said that \$410K seed money has been provided by the Community Trust Foundation to allow for fundraising, advised on some sales happening and an auction coming up, and stated that there is momentum in the City for various fundraising. He noted that the City still has a \$500K to \$600K deficit, and said that this is queued for a 2023 project which will give time to locate funds and allow Engineering to catch

up. He added that the worst thing for this project is to approve it now and start building it now, as there are already too many big projects in line.

Mayor Morriss commented on the in-depth study Mr. Silka presented and said it hit on the key points. Ms. Shilling questioned about the skate park being located at Mason Sports Complex with other projects going on there. Mr. Smith explained that the 78" pipeline project there will not affect the skate park, and he also answered a question from Council regarding the tennis courts that had deteriorated, saying there were not sufficient underdrains to pull the water away, and advised that if CSX allows the pipeline the courts will get refinished and the water will be mitigated. He added that if Mason Sports Complex is the site for the skate park, underdrains would be installed.

It was stated that the Jaycees would support the Mason Sports Complex site. Mr. Widdows stated that Mason Sports Complex is the best site available in the area, and advised that the BMX track needs upgraded, too. He said he knows people that can help with that. There was more discussion about fundraising. Ms. Shilling and Mayor Morriss both agreed that once the location has been established they can get serious about fundraising, and as the project develops along with the Jaycees help, the partnership will be marketed and the project will move forward as a unified front. Councilman George stated that they need to do a better job of getting the public to recognize that this is a public private partnership and not all tax dollars. He also recommended having the Parks and Recreation board approve the project at their next meeting and move forward from there.

Mr. Smith advised about Galaxy Field at Mason that was just replanted because it was a stockpile for the CSO tank. He said it may be taken out and get reconfigured, and wanted the soccer community to be aware. There was also discussion about Bauer Field being rebuilt for multi-use, and about maybe utilizing Jaycee Field for a soccer field, with Ms. Shilling advising that the Jaycees will help with improvement to that field. Councilman Cioni advised, however, if that happens the girls softball team would have to be notified since they are planning on using Jaycee Field.

Mr. Silka advised that the PowerPoint presentation would be on the City's website tomorrow morning.

### **III. ADJOURNMENT**

With no further business at hand, the work session adjourned at 5:35 p.m. With a motion from Councilman Frazier, seconded by Councilman Cioni, the meeting moved into closed session.

Respectfully submitted,

Marjorie A. Woodring  
City Clerk

Minutes approved on \_\_\_\_\_

# Mayor and City Council of Cumberland

## Closed Session Minutes

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

2<sup>nd</sup> Floor Conference Room

Tuesday, March 1, 2022; 5:40 p.m.

The Mayor and City Council convened into Closed Session from the Open Work Session at 5:40 p.m. for an executive session pursuant to Section 3-305 (b)(3) of the General Provisions Article of the Annotated Code of Maryland to discuss the CEDC's acquisition of a certain parcel of City-owned land.

**MOTION:** Motion to enter into Closed Session was made by Council Member Frazier, seconded by Council Member Cioni, 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:** Jeffrey Silka, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk

# Mayor and City Council of Cumberland

## Closed Session Minutes

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

2<sup>nd</sup> Floor Conference Room

Tuesday, March 8, 2022, 4:00 p.m.

The Mayor and City Council convened in open session at 4:00 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b)(3) of the General Provisions Article of the Annotated Code of Maryland to discuss the CEDC's acquisition of a certain parcel of City-owned land, the acquisition of a property on Fayette Street to facilitate the renovation of the Fayette Street Bridge, and the acquisition of certain lots on the east side of the City.

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

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

**ALSO PRESENT:** Jeffrey Silka, City Administrator; Michael Cohen, City Solicitor; Margie Woodring, City Clerk; Ken Tressler, Director of Administrative Services; and Kevin Thacker, Code Compliance Manager



# 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

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## MINUTES

Regular M&CC Meeting

City Hall Council Chambers, 57 N. Liberty St., Cumberland

DATE: March 15, 2022

### **I. OPEN SESSION – 6:15 p.m.**

### **II. Pledge of Allegiance**

### **III. Roll Call**

Councilman Richard J. "Rock" Cioni  
Councilman Eugene T. Frazier  
Councilman Joseph P. George  
President Raymond M. Morriss

Councilwoman Laurie P. Marchini was absent

**Also Present:** Jeffrey F. Silka, City Administrator; Marjorie A. Woodring, City Clerk; Chuck Ternent, Chief of Police;

### **IV. Statement of Closed Meeting**

#### 1. Statements of the Closed Sessions held March 1 and March 8, 2022

Mayor Morriss announced that Closed Sessions had been held on March 1, 2022 at 5:40 p.m. and on March 8, 2022 at 4:00 p.m. and read into the record a summary of those sessions which are attached hereto and made a part of these minutes as required under Section 3-306 (c)(2) of the General Provisions Article of the Annotated Code of Maryland.

### **V. Presentations**

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

Chief Ternent introduced the CPD's Officer of the Year, Pfc. Bronson Becker, and provided information on how the program is run and how candidates are chosen. The

Chief provided background on Officer Becker, who joined the department in 2017, and serves on the Uniformed Patrol Division. Chief Ternent stated that Officer Becker is consistently one of their top performers, has earned various awards, and is a member of several inter-departmental tactical teams. Mayor Morriss presented the award to Officer Becker.

## **VI. Director's Reports**

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

### **(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

## **VII. Approval of Minutes**

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

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

## **VIII. New Business**

### **(B) Orders (Consent Agenda)**

Mr. Silka reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. **Motion** to accept all items was made by Councilman Cioni, seconded by Councilman Frazier, and was passed on a vote of 4-0.

**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.

Mr. Silka advised that Burgmeier's was the only bidder for this project.

**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.

Mr. Silka advised that that this project includes sidewalk upgrades at the intersection of Queen City Drive and Bedford Street, including two ADA-compliant wheelchair ramps,



and also includes sidewalk upgrades at Queen City Drive and Frederick Street, also including two ADA-compliant wheelchair ramps. He stated that no other bids were received for this project.

**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.

Mr. Silka advised that this project is fully funded through the Sewer Fund.

**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.

Mr. Silka advised that after the contract was awarded, the lead times for the piping were so far out in the distance that the project shut down over the winter.

**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.

Mr. Silka advised that this is a continuation of an inter-agency agreement with HIDTA for drug interdiction.

**Order 26,979** – authorizing the execution of a Grant Agreement with the MD Department of Housing and Community Development (DHCD) regarding their provision of a total amount not-to-exceed \$13,000 in grant funds to the City to be used for social media marketing, promotional videos, and directional signage and banners in conjunction with the Cumberland Main Street Revitalization Project.

Mr. Silka advised that this funding will help provide assistance with signage and banners to help guide patrons through the downtown during construction, as well as promoting awareness for the downtown through marketing and videos.

**Order 26,980** – authorizing the execution of a Grant Agreement with the MD Department of Housing and Community Development (DHCD) regarding their provision of a total amount not-to-exceed \$20,000 in grant funds to the City to be used to provide technical consulting assistance to Main Street businesses in conjunction with the Cumberland Main Street Revitalization Project.

Mr. Silka advised that this funding will help to provide website and social media services to assist in strengthening businesses digital footprint to help combat the potential loss of foot traffic during construction.

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

Mr. Silka advised that this order just designates the chosen location of the skate park, it does not authorize any funding or expenditure.

**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.

**IX. Public Comments**

Mark Nelson, Jr., 113 Decatur Street, advised that he wanted to discuss the process for filling vacancies on City boards and commissions, and said he specifically wanted to talk about the presence of a pedophile on the Historic Preservation Commission (HPC), Chris Myers. He stated that Mr. Myers was convicted in 2012 of child pornography, and said he served five years in federal prison. He wanted to know how Mr. Myers got on the board, what is the screening process, and wanted to know what Council was going to do about it.

Mayor Morriss advised that Council is aware of the situation, and will be looking at changing the procedures to make sure it doesn't happen again, and stated that they will seek out legal advice.

Katherine Simpson, 13605 Uhl Highway, SE, spoke on behalf of her husband, Nathan Simpson, head coach of the Cumberland Renegades, and provided background on her family and their involvement in local sports. She spoke about their opposition to the location of the skate park, not to the skate park itself, and discussed how it would affect field use at Mason Sports Complex and their concern on possibly losing that location. She read the agreements and handed out copies to M&CC.

Mayor Morriss advised that Council takes community youth sports seriously, and said they will take her proposals under consideration. He added that he will turn it over to staff and Parks and Recreation and see what the City can feasibly do.

*All public comments are limited to 5 minutes per person*

**X. Adjournment**

With no further business at hand, the meeting adjourned at 6:45 p.m.

Minutes approved on \_\_\_\_\_

Raymond M. Morriss, Mayor \_\_\_\_\_

ATTEST: Marjorie A. Woodring, City Clerk \_\_\_\_\_

# Mayor and City Council of Cumberland

## WORK SESSION

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

Tuesday, March 15, 2022, 5:45 p.m.

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

**ALSO PRESENT:** Jeffrey Silka, City Administrator; Marjorie Woodring, City Clerk; Chuck Terner, Chief of Police. Media: Greg Larry, Cumberland Times-News

### I. PUBLIC MEETING AGENDA REVIEW-MARCH 15, 2022

Mayor Morriss reviewed the reports and minutes, and called for any questions or comments. The Mayor mentioned the presentation to Pfc. Bronson Becker for Officer of the Year. Mr. Silka asked if anyone had any questions about any of the Consent Agenda Orders, and said there were a couple of them that he wanted to break out and discuss:

**Order 26,979** – authorizing the execution of a Grant Agreement with the MD Department of Housing and Community Development (DHCD) regarding their provision of a total amount not-to-exceed \$13,000 in grant funds to the City to be used for social media marketing, promotional videos, and directional signage and banners in conjunction with the Cumberland Main Street Revitalization Project.

**Order 26,980** – authorizing the execution of a Grant Agreement with the MD Department of Housing and Community Development (DHCD) regarding their provision of a total amount not-to-exceed \$20,000 in grant funds to the City to be used to provide technical consulting assistance to Main Street businesses in conjunction with the Cumberland Main Street Revitalization Project.

Mr. Silka advised that the funding from 26,979 will help provide assistance with signage and banners to help guide patrons through the downtown during construction, as well as promoting awareness for the downtown through marketing and videos, and said funding from 26,980 would be used to hire a consultant to provide technical assistance to businesses to help them adapt to potential loss of foot traffic during construction.

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

Mr. Silka advised that this order just designates the chosen location of the skate park, it does not authorize any funding or expenditure.

Mr. Silka advised that all other Consent Agenda items were pretty much business as usual.

Councilman George asked if businesses with rear entrances would be promoted. Mr. Silka advised that they would, and said the signage will advertise the different entrances. Mayor

Morriss commented on the work Columbia Gas is doing on Baltimore Street, but said from what he's heard they are cooperating with businesses.

There was discussion on the skate board park site selection. Mr. Silka advised that at the Parks and Recreation meeting there was a football group that attended to state their displeasure because they use that site for practice. He stated that they may also be attending tonight's regular meeting. He said that other than that there had not been a lot of blow-back from the skate park presentation. Mayor Morriss stated that whatever site is selected, someone will raise concerns. Council agreed that staff did a good job in their assessment of site location and surveying for public opinion. It was noted that the Mason Sports Complex site is contingent upon funding, going forward.

## **II. MAYOR AND CITY COUNCIL UPDATES**

Councilman Frazier advised that the HRC is working on their Fair Housing event, and said that there is a vacancy on the board. Ms. Woodring noted that advertisements for members had been posted on several boards and commissions and said she would be getting those names back to the M&CC for their consideration. Councilman Frazier also advised about the annual HRDC banquet and said they will be going to different sites throughout the County and presenting awards to employees.

Councilmen Frazier and Cioni are both on the Salvation Army board, and commented on the great work they do in the community. Councilman Cioni requested a Proclamation be done for Salvation Army Week.

Councilman Cioni discussed the Casino snack bar at the Constitution Park pool, saying that the current operator, Joyce Wormack, won't be returning for the 2022 season. It was noted that the City will be soliciting for those services through an RFP soon. The Councilman also stated that the process to reserve pavilions at the park online is now active.

There was discussion about Let's Beautify Cumberland doing a fundraiser for a new lighted monument at Liberty Parklet off Maryland Avenue. There was an idea mentioned to sell bricks for veterans to raise funds. There was also discussion about the upcoming Day of Caring and Sharing on Friday, May 13<sup>th</sup>. Councilman Cioni also mentioned that LBC is starting to attract some young people. He also noted that Dave Roach is working on cleaning up the Riverside Park area, and has engaged with some of the homeless to help clean the area as well.

Councilman George advised that the Planning and Zoning Commission will meet later this month. He also advised that the Allegany Museum board met last night, and said they are working on their 5-year strategic plan, which is almost finalized. Mayor Morriss stated that the museum is looking to coordinate their marketing with Canal Place, DDC, WWSR and Allegany County Tourism, and said he thinks it's a good initiative and in the best interest of all.

Mayor Morriss advised that the Carver Center board will have its first meeting next Tuesday at City Hall. He said there will be a discussion of the vision of what the board sees as far as what the center can be going forward. He said the key will be to establish sustainability of the Carver Center and said some good ideas have been discussed such as training, employment opportunities, etc. The Mayor stated that the building has some issues, but still has a lot of good usable space.

Greg Larry, Cumberland Times-News, asked if there was going to be room for the Renegades Peewee Football team if the skate park goes in. The Mayor replied that they use it as a practice field, and said there is room there. Mr. Silka advised that the team's game field is across from the proposed skate park site.

**III. ADJOURNMENT**

With no further business at hand, the meeting adjourned at 6:07 p.m.

Respectfully submitted,

Marjorie A. Woodring  
City Clerk

Minutes approved \_\_\_\_\_

**File Attachments for Item:**

1. Ordinance No. 3921 (*2nd and 3rd readings*) - authorizing execution of a deed to convey certain surplus property that is the former site of the Memorial Hospital to the Cumberland Economic Development Corporation

**ORDINANCE NO. 3921**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A DEED FOR THE PURPOSE OF CONVEYING CERTAIN SURPLUS PROPERTY WHICH IS THE FORMER SITE OF MEMORIAL HOSPITAL LOCATED IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND TO CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of the property which is the former site of Memorial Hospital, in the City of Cumberland, Allegany County, Maryland;

**WHEREAS**, the said property was declared to be surplus property under the terms of Order No. 26,993, passed by the Mayor and City Council on April 19, 2022;

**WHEREAS**, the City is obligated to convey the said property to Cumberland Economic Development Corporation under the terms of a Memorandum of Understanding by and between Mayor and City Council of Cumberland and Cumberland Economic Development Corporation dated July 21, 2015; and

**WHEREAS**, this Ordinance authorizes the Mayor and City Council to fulfill the City's obligation to transfer the aforesaid property to Cumberland Economic Development Corporation.

**NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Clerk be and they are hereby authorized to execute a deed in the form attached hereto or in a similar form, conveying the aforesaid real property and improvements thereon to

Cumberland Economic Development Corporation for Zero Dollars (\$0.00);

**SECTION 2:** AND BE IT FURTHER ORDAINED, that the City Solicitor shall prepare the Exhibit A to be attached to the deed;

**SECTION 3:** AND BE IT FURTHER ORDAINED, that the City Solicitor be and he is hereby authorized to execute such documents as may be required or expedient for the purpose of facilitating and completing the transaction which is the subject of this Ordinance, and he is further authorized to deliver the deed executed by the Mayor and City Clerk to Cumberland Economic Development Corporation; and

**SECTION 4:** AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Raymond M. Morriss, Mayor

ATTEST:

\_\_\_\_\_  
Marjorie A. Woodring, City Clerk



**NO TITLE SEARCH PERFORMED**

**THIS QUITCLAIM DEED** is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Cumberland Economic Development Corporation** (“CEDC”), a Maryland corporation.

**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, receipt whereof is hereby acknowledged, the City does hereby quitclaim unto CEDC, its successors and assigns, all of the City’s right, title, interest and estate in and to the parcels of property lying and being in the City of Cumberland, Allegany County, Maryland, described in the Exhibit A attached hereto (hereinafter referred to as the “Property”).

**SUBJECT, BUT TO LIMITED TO,** the following outconveyances:

1. The **FIRST PARCEL** is subject to the outconveyance effected by the deed from Mayor and City Council of Cumberland to B. Elaine Clinebell, widow, dated October 31, 1967 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 413, folio 547, the said property being located on the south side of the current boundaries of the Property, being a part of Lot No. 35, Block 24 of the Johnson Heights Addition to the City of Cumberland.
2. The **FOURTH PARCEL** was conveyed from Mayor and City Council of Cumberland to O Van Tran and Thu Trang Thi Tran by deed dated October 23, 2012 and recorded among the Land Records of Allegany County, Maryland in Book 1919, Page 39. The said property is located at 519 Memorial Avenue, Cumberland, MD 21502.
3. The **FIFTH PARCEL** was conveyed from Mayor and City Council of Cumberland Thomas M. O’Rourke and Mary J. O’Rourke by deed dated July 31, 1986 and

recorded among the Land Records of Allegany County, Maryland in Deed Liber 558, folio 62. The said property is located at 504 Ridgewood Avenue, Cumberland, MD 21502.

**FURTHER SUBJECT TO** all outconveyances (including, but not limited to those listed above), plats, easements, rights of way, covenants and restrictions, etc. of record.

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

**TO HAVE AND TO HOLD** the Property unto CEDC, its successors and/or assigns, forever in fee simple as sole owner.

In connection with the foregoing conveyance, the City and CEDC covenant and agree as follows:

1. The Property may be used exclusively for the following purposes subject to the terms of the City of Cumberland Zoning Ordinance, as amended from time to time, the italicized terms being defined in the said Zoning Ordinance;

- (a) *Single-family detached dwellings;*
- (b) *Single-family attached dwellings;*
- (c) *Two-family dwellings;*
- (d) *Low-rise apartments;*
- (e) *Mid-rise apartments;*
- (f) *Dwelling units/mixed use;*
- (g) *Assisted living subject to the provisions of the zoning district;*
- (h) *Restaurants, general but specifically excluding restaurants, fast-food;*
- (i) *Professional offices;*

- (j) Business, administrative, or corporate offices for public agencies, nonprofit organizations, or private corporations; and
- (k) *Accessory uses and structures* relative to the foregoing uses.

2. No uses other than those set forth above shall be permitted at the Property without the written approval of the City by instrument recorded among the Land Records of Allegany County Maryland. The City's written approval may be denied for any reason or no reason at all.

3. The terms of paragraphs 1 and 2 above touch and concern the Property and shall be binding upon CEDC, its successor and assigns, and its successors-in-title.

4. Any transfer of the Property from the CEDC to a third party shall be made pursuant to the terms of a development agreement setting forth requirements for the development of the Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS the hands and seals of the City and CEDC the day and year first above written.

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

\_\_\_\_\_  
**Marjorie A. Woodring, City Clerk**

By: \_\_\_\_\_ (SEAL)  
**Raymond M. Morriss, Mayor**

**CUMBERLAND ECONOMIC  
DEVELOPMENT CORPORATION**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
**Matthew Miller,  
Executive Director/President**

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

**I HEREBY CERTIFY**, that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00 and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

**WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

**My Commission Expires:** \_\_\_\_\_

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

**I HEREBY CERTIFY**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Matthew Miller**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Executive Director/President of Cumberland Economic Development Corporation, and acknowledged the foregoing to be the act and deed of the said Cumberland Economic Development Corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment.

**WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

**My Commission Expires:** \_\_\_\_\_

**I HEREBY CERTIFY** that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney, and that no title search was performed in connection with its preparation.

\_\_\_\_\_  
**MICHAEL SCOTT COHEN**

**File Attachments for Item:**

. Resolution R2022-04 - approving an application to the MD Department of Housing and Community Development for Community Legacy 2022 Projects totalling up to \$150,412.57

City of Cumberland  
- Maryland -

RESOLUTION

RESOLUTION NO. R2022-04

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED THAT,** the Mayor and City Council of Cumberland hereby endorses the Project; and HEREBY approves the request for financial assistance in the form of a grant or loan, up to the amount of \$ 150,412.57; and

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

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

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

*Given under our Hands and Seals this 21<sup>st</sup> day of June, 2022, with the  
Corporate Seal of the City of Cumberland hereto attached,  
duly attested by the City Clerk.*

Attest:

Mayor and City Council  
Of Cumberland

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Marjorie A. Woodring  
City Clerk

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Raymond M. Morriss  
Mayor

City of Cumberland  
2023 Community Legacy  
Project Recommendation List

1.	Allegany College of Maryland (ACM) College Center Loft Enhancement for Community and Workforce Development	\$ 47,257
2.	Allegany Museum Commercial Kitchen	140,000
3.	Gordon Roberts House Museum Wall Repair	9,940
	Total	\$ 150,412.57



**File Attachments for Item:**

. Resolution R2022-05 - approving an application to the MD Department of Housing and Community Development for 2022 Strategic Demolition Funds in the amount up to \$500,000

# City of Cumberland

- Maryland -

## RESOLUTION

RESOLUTION NO. R2022-05

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED THAT,** the Mayor and City Council of Cumberland, Maryland hereby endorses the Project; and, **HEREBY** approves the request for financial assistance in the form of a grant or loan, up to the amount of \$500,000.00; and

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

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

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

*Given under our Hands and Seals this 21<sup>st</sup> day of June, 2022, with the Corporate Seal of the City of Cumberland hereto attached, duly attested by the City Clerk.*

Attest:

Mayor and City Council  
Of Cumberland

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Marjorie A. Woodring  
City Clerk

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Raymond M. Morriss  
Mayor

City of Cumberland  
2023 Strategic Demolition Fund  
Project Recommendation List

1.	Upper Story Redevelopment - McMullen Building	\$ 500,000
	Total	\$ 500,000

**File Attachments for Item:**

. Order 27,022 - authorizing execution of a Consent Agreement with Potomac Edison Company providing terms by which the City shall be allowed to cross and/or occupy Potomac Edison transmission rights-of-way with a combined sewer overflow (CSO) pipeline in conjunction with the 78" Parallel Pipeline from Mill Race to CSO Storage Project (19-16-S)

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

ORDER NO. 27,022

DATE: June 21, 2022

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

THAT, the Mayor be and is hereby authorized to execute a Consent Agreement by and between Potomac Edison Company (PE), a subsidiary of FirstEnergy Corporation, and Mayor and City Council of Cumberland, providing terms by which the City shall be allowed to cross and/or occupy Potomac Edison transmission rights-of-way with a combined sewer overflow (CSO) pipeline in conjunction with the 78" Parallel Pipeline from Mill Race to CSO Storage Project (19-16-S).

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**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: 6/21/2022

Key Staff Contact: Robert Smith, PE

***Item Title:***

Right of Way Consent Agreement with Potomac Edison Company for City Project 19-16-S

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

The Right of Way Consent Agreement is between the Potomac Edison Company, a subsidiary of FirstEnergy Corporation, and the Mayor and City Council of Cumberland. The agreement allows the City to cross and/or occupy the Transmission Rights-of-Way with a combined sewer overflow (CSO) pipeline for the 78" Parallel Pipeline from Mill Race to CSO Storage, City Project 19-16-S. This consent agreement shall become null and void if the Pipeline Work contemplated within the agreement is not completed by December 31, 2023

***Amount of Award:*** N/A

***Budget number:*** N/A

***Grant, bond, etc. reference:*** N/A

**CONSENT AGREEMENT**

WHEREAS, Potomac Edison Company, a subsidiary of FirstEnergy Corporation, (the "Company") was granted various easements recorded in the Allegany County, Maryland Official Records for the purposes of, or affiliated with the transmission and distribution of electric current (the "Transmission Rights-of-Way");

WHEREAS, Mayor and City Council of Cumberland, 57 N Liberty Street, Cumberland, Maryland 21502 and their agents, affiliates, and contractors (collectively "Requestor"), requests to cross and/or occupy the Transmission Rights-of-Way with a combined sewer overflow (CSO) pipeline (the "Pipeline Work") as shown on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Requestor, intending to be legally bound hereby, agrees as follows:

Requestor, for itself, its successors and assigns, agrees to indemnify and hold harmless, and defend the Company, its officers, directors, successors, parent, subsidiaries, affiliates, assigns and employees, from and against all claims, demands, damages, actions, or causes of action, together with any and all losses, costs or expenses in connection therewith or related thereto including reasonable attorneys' fees with such attorneys acceptable to the Company, asserted by any person or persons for bodily injury, death or property damage arising or in any manner arising from Requestor's Pipeline Work and/or use within the Transmission-Rights-of-Way.

The Company is not responsible or liable for any damages to Requestor's facilities within the Transmission-Rights-of-Way unless said damages are caused by the willful misconduct or sole negligence of the Company, its agents or employees.

Requestor plans to conduct Pipeline Work within the Transmission-Rights-of-Way in accordance with Exhibit "A", with official drawings being retained in Company file 19-16S and Potomac Edison WR27559. Requestor agrees the said Pipeline Work shall be constructed, operated and maintained in accordance with all applicable laws, governmental orders, permit terms and conditions, and rules and regulations. Requestor agrees that said Pipeline Work shall be installed in accordance with Requestor's drawings titled 78-inch pipeline from Mill Race to CSO storage facility, Exhibit "A" line crossing dated May 2020, attached hereto and made a part hereof as Exhibit "A". Any Pipeline Work configuration, including any revised or modified configuration or other installations or grade changes, other than as set forth on Exhibit "A" and described herein must be approved in writing by the Company prior to any construction. If Requestor should violate this provision, this Consent Agreement shall become null and void and Requestor shall immediately vacate the Transmission-Rights-of-Way.

Requestor shall abide by the additional restrictions, not already addressed in the main body of this Consent Agreement, as described and attached hereto and made a part hereof, **Transmission Rights-of-Way Restrictions**, Exhibit "B"; and **Requirements for Location and Construction of Pipelines Within Transmission Rights of Ways**, Exhibit "C".

Requestor will cross Potomac Edison's overhead electric lines in 4 locations. The latitude and longitude coordinates of each of the locations are: 39.643\*N 78.765\*W, 39.631 \*N 78.773d 39.622\*N 78.770\*W, 39.623\*N 78.774\*W, and 39.622\*N 78.770\*W. The pipeline will run parallel to the transmission lines between 39.623\*N 78.774\*W at a distance of 30 ft from pipe centerline to the edge of easement. The 78' combined sewer overflow (CSO) pipeline will be installed between the Chesapeake & Ohio (C&O) canal towpath and Potomac River. The CSO runs parallel to the transmission lines from pipeline station 26 + 23 to 43 + 45. The pipeline will cross the Ridgeley-Swan Pond-Thomas Street 34.5 kV at structures 15931-15929, 15970-15971 and 20213. It will cross the Messick Road-Ridgeley 138 kV (138,000 volt nominal and 144,900 volt maximum) at structures 323-324 (E20-257).

Requestor shall be responsible for obtaining and following any and all permits and property rights including but not limited to environmental permits and easement agreements that might be necessary for the Pipeline Work contemplated herein.

The Company or its authorized representative shall have the right to inspect the construction area at any time.

Pipeline must not be located within fifty (50) feet of any Company transmission structure, pole, foundation or anchor. No excavation or ground disturbances (temporary or permanent) made to grade elevations within the right of way without prior written approval from FirstEnergy.

Any ground disturbances that are caused during the Pipeline Work must be restored to an equal to or better than before construction.

In order to minimize pipeline lengths within the transmission right of way, pipeline must cross the right of way at a sharp angle (between 60\* to 120\*). A 90\* angle is preferred.

Pipeline location must be permanently and adequately marked (and visible from a distance) at both crossing edges of the right of way indicating the presence of a buried utility . Steel pipeline must also be grounded per NESC/NEC requirements at both sides of the right of way (crossing).

No equipment shall be operated within the Transmission-Rights-of-Way that cannot maintain minimum Occupational Safety and Health Administration (OSHA) working clearances of any energized overhead conductor of the Company. Construction vehicles and equipment near transmission lines should be properly grounded.

No fill is permitted in the Transmission-Rights-of-Way. No soil piles or other material shall be placed under the transmission line conductors at any time.

No vehicular traffic (rail, truck, or otherwise) is permitted within 50 feet of any FirstEnergy transmission structure.

No buildings, structures, construction trailers, sheds, fences, lighting fixtures, etc. are permitted anywhere within the right of way. All trees and shrubbery must not exceed a mature growth height of 10 feet. Otherwise, they will be subject to trimming and/or removal by FirstEnergy.

The owner, and their contractors, are responsible to know and maintain all OSHA required clearances during the construction and maintenance of their facilities. The transmission lines shall be considered ENERGIZED at all times.

Requestor agrees and understands that it is their responsibility to be aware of and inform all personnel of the dangers of working near high voltage facilities. Requestor agrees to have a preconstruction meeting with all onsite personnel to inform all applicable persons of the potential dangers. Daily safety meetings are encouraged. Requestor understands that physical contact with conductors is not required for electricity to flow in unwanted directions.

Temporary warning signage stating "Danger-Power Lines Above", or similar, shall be properly installed by a contractor in the areas of the transmission rights of ways until completion of the construction and reclamation.

There shall be no storage of any equipment, National Electric Safety Code (NESC) and/or the OSHA clearance standards.

If any excess soil is to be generated from the property it should be handled and disposed of properly in accordance with local, state and federal requirements.

Fill material should be brought on to the property for project construction purposes only and it must be either virgin material or certified clean fill in accordance with MDE standards and procedures. Fill material considered suitable for backfilling of any excavations within right of way shall consist of either natural cohesive soils or select granular fill. All natural cohesive (clay base) fill material shall be clean, inorganic soils that are free of any large rock fragments or debris. The pipeline trench fill must be 90% compacted and seeded with grass (or other suitable ground cover) as a means of erosion control.

If water is encountered during construction activities, it must be managed, discharged and/or disposed of in accordance with MDE and local municipality regulations and should not be discharged onto the Potomac Edison easement.



Access for emergency or maintenance operations to the Company's facilities is required at all times. Anything left in the Transmission-Rights-of-Way will be subject to removal at the expense of the Requestor. At no time, during construction or afterward, shall access to FirstEnergy structures and facilities be compromised by the pipeline. FirstEnergy will continue to utilize existing access roads to our transmission lines and structures. FirstEnergy will be permitted to utilize any new road to be used for purposes of accessing the pipeline right of way crossings at will and without any responsibility to maintain them. FirstEnergy is not liable or responsible for any damages to Requestor's pipeline or facilities.

Requestor is responsible for all damages to the Company's facilities, during construction and while any operations or activities occur in the Transmission-Rights-of-Way, including but not limited to poles, hardware, guy wires, anchors, conductor wires and shield wires.

If construction traffic activities come closer than 25 feet to the Company's facilities, safety shaped protective barriers must be installed to protect the facility.

The location as shown on Exhibit "A", shall be limited to one, 78 inch (78") pipeline only. Any future installations inside the Transmission-Rights-of-Way must be approved in writing by the Company.

Should Company's facilities need relocated or expanded subsequent to granting this Consent Agreement, Requestor agrees Company's facilities may be located within Requestor's parallel and adjacent pipeline right of way.

Requestor's facilities shall be registered with Miss Utility (Western Shore Maryland)/District One Call (District of Columbia)/Miss Utility of Delmarva (Eastern Shore Maryland & Delaware).

Requestor agrees the pipeline shall be buried at least four (4) feet below ground level wherever possible so as not to interfere with Company's surface use of the Transmission-Rights-of-Way, and design of the pipeline shall incorporate the expectation that the Company will be using heavy equipment on the Transmission-Rights-of-Way, and all underground facilities shall be capable of withstanding H25 (40,000 lb. axle load) loading without the need for crossing protection (i.e. air bridge, steel plates, matting, etc.).

Requestor tree removals for the Pipeline Work shall be performed with extreme care. Trees shall not be allowed to fall in the direction of the Company's facilities.

Requestor's facilities must be clearly marked with visible pipeline markers on each side of the Company's Transmission-Rights-of-Way and also at no greater than 300 foot intervals.

Requestor shall provide the Company as-built drawings upon completion of the Pipeline Work.

Additionally, Requestor shall acquire rights from the current vested property owner for the Pipeline Work, in accordance with the terms and conditions outlined herein.

**Insurance.** Requestor's contractors and agents shall be required to purchase and maintain the following minimum insurance coverages:

1. Commercial General Liability (CGL) insurance including products-completed operations, independent contractors, and contractual liability coverages. Coverage under this policy shall have limits of liability of not less than \$2,000,000 per occurrence, combined single limit for bodily injury (including disease or death), personal injury, and property damage (including loss of use) liability.
2. Automobile Liability insurance, including non-ownership and hired car endorsement, with minimum limits of \$1,000,000 per occurrence, combined single limit.

3. Worker's Compensation coverage in the statutory amounts under the worker's compensation act(s) of the location(s) in which the work is to be performed, for the current period.
4. Employer's Liability with a minimum limit of \$1,000,000 for each accident or illness.

FirstEnergy Corp., its subsidiaries and affiliates, and their successors and assigns shall be included as additional insureds. A Certificate of Insurance evidencing coverage shall be provided to FirstEnergy Service Company, Real Estate Services, Attention: (Wendy Jones), 800 Cabin Hill Drive, Greensburg, Pennsylvania 15601. The insurance policies required by this Article shall not be canceled or allowed to lapse, and no change shall be made which alters, restricts or reduces the insurance provided or changes the name of the insured without first giving at least thirty (30) days' notice in writing to FirstEnergy Service Company, Real Estate Services, with receipt of notice acknowledged. Requestor's contractors and agents shall waive and hereby waives any rights of subrogation which they or any of their insurers may have against Potomac Edison, its affiliates, and each non-affiliated company disclosed in this Agreement, their respective agents or employees.

Requestor may self-insure any of the coverages required herein to the extent that Requestor maintains a self-insurance program and provided that, Requestor's senior unsecured debt is rated at investment grade, or better, by Standard & Poor's or Moody's and that its self-insurance program meets the minimum insurance requirements set forth herein.

Requestor, for itself, its successors and assigns, by exercising the rights herein granted, agrees to indemnify, keep, protect, defend, and hold harmless and agrees to contractually require its contractors and agents to indemnify, keep, protect, defend, and hold harmless Potomac Edison, and its respective directors, officers, shareholders, employees, parent, affiliates, agents, successors and assigns (collectively, the "Company Parties"), from and against all suits or claims, demands, damages, actions or causes of action, together with any and all losses, costs, fines, penalties or expenses in connection therewith or related thereto including reasonable attorneys' fees, asserted by any person or persons for bodily injury, death or property damage arising or in any manner arising from Requestor's use of the herein-described Premises; and the Requestor shall contractually require its contractors and agents to defend Potomac Edison in all litigation, pay all attorney's fees, damages of any type, and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and to satisfy and cause to be discharged such judgments as may be obtained against any of the Potomac Parties, all suits or claims, demands, damages actions or causes of action, together with any and all losses, costs or expenses in connection therewith or related thereto including reasonable attorneys' fees, asserted by any person or persons for bodily injury, death or property damage arising or in any manner growing out of Requestor's use of the Premises. Without limiting the foregoing, Requestor agrees to indemnify, keep, defend, and hold harmless the Potomac Edison Parties against all fines, penalties, or losses incurred for or by reason of the alleged violation by Requestor of any ordinance, regulation, rule or law of any political subdivision or duly constituted public authority arising out of the performance of work or use of the Premises.

Potomac Edison has not and does not hereby make any express or implied representation or warranty or give any indemnification of any kind to Requestor concerning the Premises, its condition or suitability or its compliance with any statute, ordinance or regulation, including, but not limited to, those relating to the environment. The Requestor waives, releases, acquits and forever discharges the Potomac Edison Parties, or any other person acting on behalf of Potomac Edison, of and from any and all Liabilities which the Requestor may have with respect to the physical characteristics or condition of the Premises or the release or threatened release of Hazardous Substances in, on, under or about the Premises, or attorney fees, consultant and expert fees and expenses that arise directly or indirectly from or in connection with the presence, suspected presence, release or suspected release of any Hazardous Substance, in or into the air, soil, surface water, ground water or soil vapor at, on, about, above, under or within the Premises or any portion thereof.

THE USE, ENTRY AND ACCESS TO THE PREMISES BY REQUESTOR, ITS LICENSEES, AGENTS AND CONTRACTORS ARE AT THE SOLE RISK OF REQUESTOR, ITS LICENSEES, AGENTS, AND CONTRACTORS. REQUESTOR ACKNOWLEDGES THAT IT HAS INSPECTED THE PREMISES AND HAS DETERMINED THEIR SUITABILITY FOR REQUESTOR’S PURPOSES AND USE AS PERMITTED UNDER THIS AGREEMENT. REQUESTOR ACCEPTS SUCH PROPERTY IN ITS “AS-IS,” “WHERE-IS” CONDITION WITH ALL FAULTS.

This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Maryland.

This Consent Agreement shall become null and void if the Pipeline Work contemplated herein is not completed by December 31, 2023.

By signature below, Requestor acknowledges and agrees to the terms and conditions set forth in this above.

Accepted and Agreed to this                      day of    , 2021

**Requestor**

**Company**

\_\_\_\_\_   
Mayor of Cumberland

\_\_\_\_\_   
Potomac Edison Company

By: \_\_\_\_\_

By: \_\_\_\_\_   
William R Beach

Name:

Its Director of Real Estate and   
Facilities for FirstEnergy Service   
Company on behalf of Potomac Edison

Title: Member City Council of Cumberland

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF SUMMIT    )

On this \_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public for said County and State, personally appeared William R. Beach, who acknowledged himself to be the Director, Real Estate for FirstEnergy Service Company on behalf of Potomac Edison Company, a subsidiary of FirstEnergy Corporation, and that he as such Director being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Director, on behalf of such limited liability company/corporation.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires:\_\_\_\_\_

STATE OF MARYLAND    )  
                                  ) SS:  
COUNTY OF ALLEGANY )

On this \_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ Mayor \_\_\_\_\_ for the City of Cumberland, and that he/she as such \_\_\_\_\_ Mayor being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Cumberland by himself/herself as \_\_\_\_\_ Mayor \_\_\_\_\_.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public


STATE OF MARYLAND    )  
                                  ) SS:  
COUNTY OF ALLEGANY )

On this \_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ Member of Council City of Cumberland \_\_\_\_\_ for the City Council of Cumberland, and that he/she as such \_\_\_\_\_ Member of Council City of Cumberland \_\_\_\_\_ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Cumberland by himself/herself as \_\_\_\_\_ Member of Council City of Cumberland \_\_\_\_\_.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

# Exhibit "A"




**CITY OF CUMBERLAND MARYLAND**

ENGINEERING DEPARTMENT

PROJECT TITLE

78-INCH CSD PIPELINE FROM MILL RACE TO CSD STORAGE FACILITY




WRB

DRAWING TITLE

**PLAN AND PROFILE**

GRAPHIC SCALE



SCALE: 1" = 5' VERTICAL

SCALE: 1" = 50' HORIZONTAL

FOR LIST OF DRAWINGS, GENERAL NOTES, LEGEND AND ABBREVIATIONS, SEE SHEET 2.

REVISION	NO.	DATE

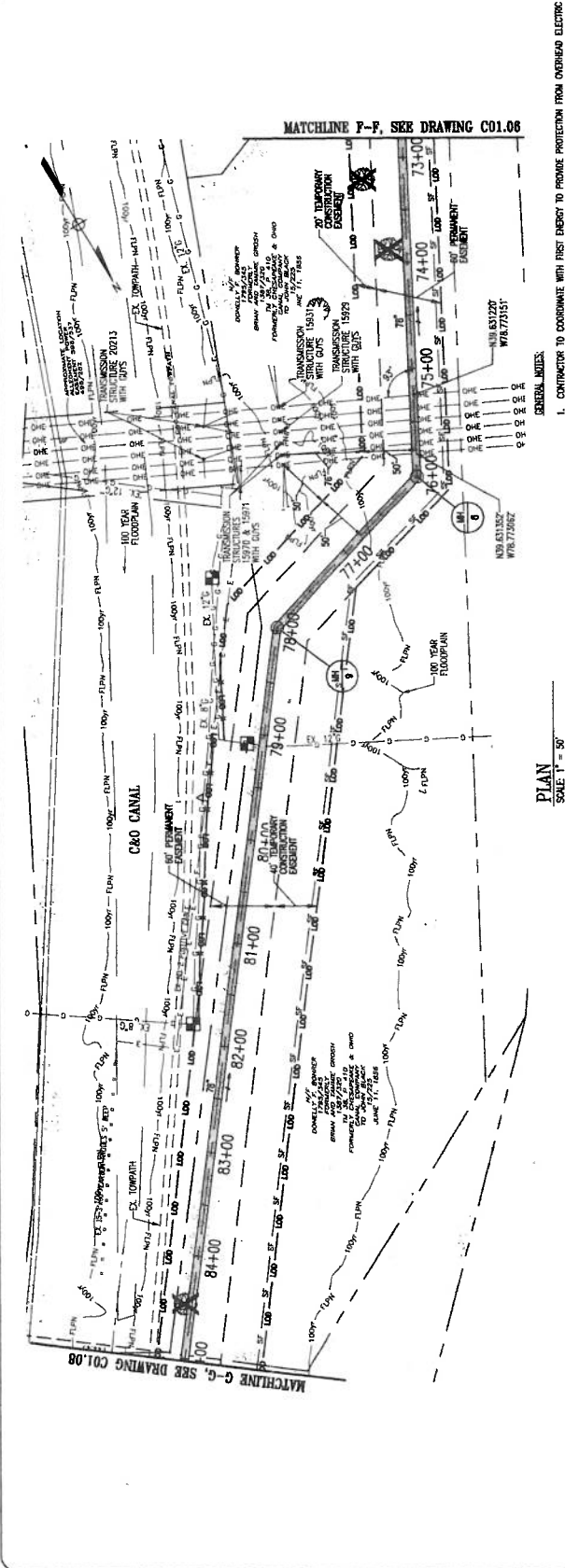
REFERENCE DRAWING	NO.

FIELD BOOK REF.	BOOK	PAGE

DESIGNED BY:	FIELD BOOK NO.:
DRAWN BY:	TRAINED BY:
CHECKED BY:	SCALE:
SCALE:	HORIZONTAL:
SCALE:	VERTICAL:

DATE MAY 2009	DWG. NO. C01.07
CITY PROJ. NO. 18-153	SHEET 11 OF 100

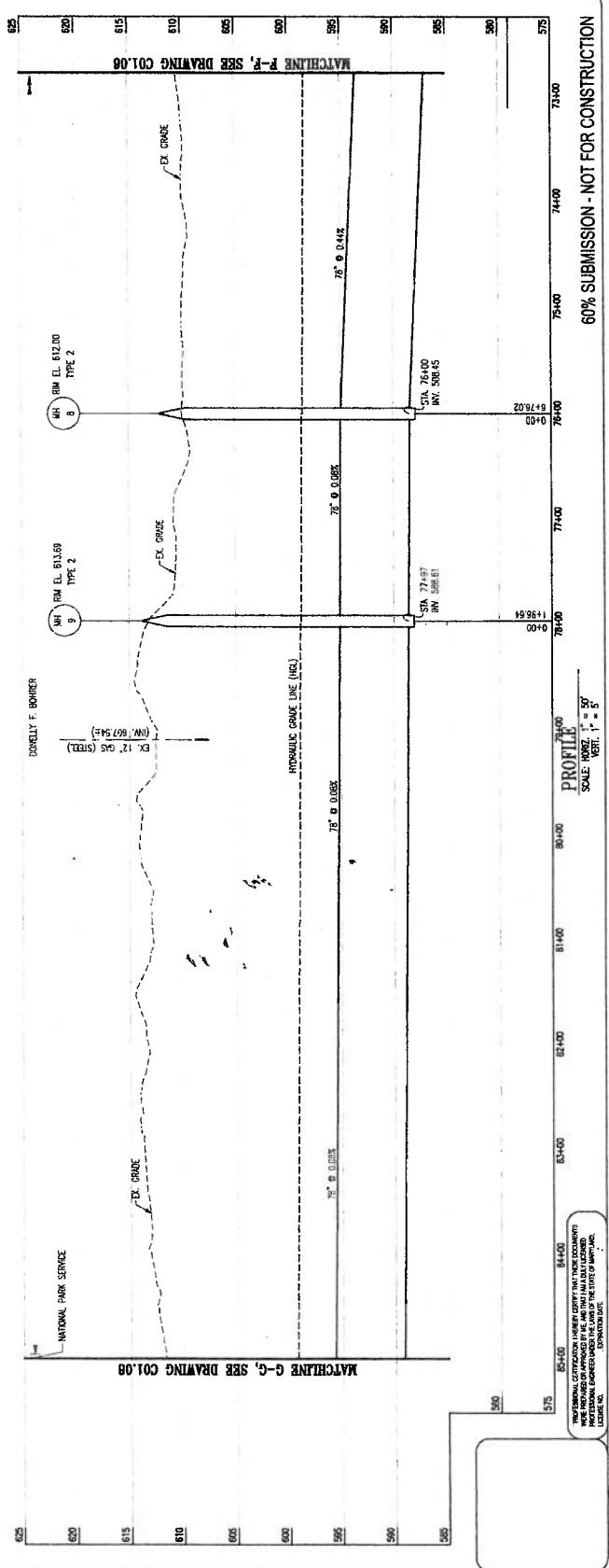
CITY DRAWING REFERENCE NUMBER: 00000



**GENERAL NOTES:**

1. CONTRACTOR TO OBTAIN WITH FIRST ENERGY TO PROVIDE PROTECTION FROM OVERHEAD ELECTRIC LINES DURING CONSTRUCTION.

**PLAN**  
SCALE: 1" = 50'



**PROFILE**  
SCALE: HORIZ. 1" = 50'  
VERT. 1" = 5'

60% SUBMISSION - NOT FOR CONSTRUCTION

EXHIBIT A

## Exhibit "B" Page 1 of 1

### Transmission Rights-of-Way Restrictions

#### **Working Safety Restrictions**

Compliance is required for all Occupational Safety Health Administration (OSHA) **safe-working clearances** between persons, conductive objects and energized conductor/wire. **NOTICE:** The conductor/wire position changes continuously depending on load, ambient temperature, wind speed, etc. The Company is not responsible for providing conductor/wire position to determine OSHA safe-working clearance.

Parking or operating a vehicle or equipment within or adjacent to the Company's Transmission Rights-of-Way may induce an electrical charge. Induced electric charges may also be transmitted to objects such as fences, signs, or any other conductive object. The use of a proper grounding system designed by a licensed engineer is required. Construction vehicles, vehicles with booms and equipment operating within or adjacent to the Company's Transmission Rights-of-Way must be properly grounded.

#### **Right-of-Way Access**

The Company's authorized personnel, vehicles and equipment must have continuous access to the right-of-way and all the Company's structures.

#### **Right-of-Way Restrictions**

Changes to grade elevations within the Company's Transmission-Rights-of-Way are NOT permitted. Ground disturbance or excavations are NOT permitted within 50' of any Company structures (poles, towers, guys, etc.).

Buildings, solar panels, lighting fixtures, signs, billboards, swimming pools, decks, flag posts, sheds, barns, garages, playgrounds, fences, equipment, trailers, materials or any other permanent or temporary objects are NOT permitted within the Company's Transmission Rights-of-Way. Other restrictions may apply under specific situations as defined by the Company.

Protective barriers must be used for any driveway or parking area within 15 feet of any Company structure (poles, towers, guys, etc).

Explosives or combustible liquids, substances, or materials are not permitted within the right-of-way. Prohibited materials included but are not limited to fuel, wood chips, mulch, brush, and tires.

Septic systems leach beds and/ or wells are not permitted within the Company's Transmission- Rights-of-Way.

Kite flying, model airplane flying, or similar activities is strictly prohibited on or near the Company's Transmission-Rights-of-Way.

## **Exhibit “C”**

### **Requirements for Location and Construction of Pipelines Within FirstEnergy (Company) Transmission Rights-of-Way**

- In order to minimize gas pipeline lengths within the Company’s Transmission Rights-of-Way, pipeline must cross the right-of-way at a sharp angle (between 60° to 120°). A 90° angle is preferred.
- Pipeline must not be located within fifty (50) feet of any transmission structure, pole, foundation or anchor.
- There shall be no excavation or changes (temporary or permanent) made to grade elevations within the Transmission-Rights-of-Way without prior written approval from the Company.
- No excavation or ground disturbance is permitted within fifty (50) feet of any Company structure (poles, towers, guys, etc.).
- Pipeline location must be permanently and adequately marked (and visible from a distance) at both crossing edges of the right-of-way. Steel pipeline must also be grounded per NESC/NEC requirements at both sides of the crossing of the Transmission-Rights-of-Way.
- All equipment in the Transmission-Rights-of-Way and in the vicinity of all energized, overhead conductors shall be operated in strict compliance with safe-working distances per all current OSHA requirements. Construction vehicles and equipment near transmission lines should be properly grounded.
- Temporary warning signage stating “Danger - Power Lines Above”, or similar, shall be properly installed by contractor in the areas of the Transmission Rights-of-Way until completion of construction and reclamation.
- There shall be no storage of any equipment, material, soil, etc. within the Transmission-Rights-of-Way in a fashion that violates National Electrical Safety Code (NESC) and/or the OSHA clearance standards.
- Fill material considered suitable for backfilling of any excavations within the Transmission-Rights-of-Way shall consist of either natural cohesive soils or select granular fill. All natural cohesive (clay base) fill material shall be clean, inorganic soils that are free of any large rock fragments or debris. The pipeline trench fill must be 90% compacted and seeded with grass (or other suitable ground cover) as a means of erosion control.
- No buildings, structures, construction trailers, sheds, fences, lighting fixtures, etc. are permitted anywhere within the Company’s Transmission-Rights-of-Way.
- The Company maintains unlimited access to their facilities. At no time, during construction or afterward, shall access to our structures and facilities be compromised by the pipeline. With our approval of any proposed project and encroachment agreement, the Company will continue to utilize existing access roads to our transmission lines and structures. The Company will be permitted to utilize any new road to be used for purposes of accessing the pipeline right-of-way crossings.

**File Attachments for Item:**

. Order 27,023 - authorizing execution of a Resilient Maryland Program Grant Agreement with the MD Energy Administration (MEA) regarding the City's receipt of up to \$100,000 to complete a study to analyze the feasibility and public benefit of a potential microgrid for the City; and to authorize the City Comptroller to accept the grant funding



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

ORDER NO. 27,023

DATE: June 21, 2022

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

THAT, the Mayor be and is hereby authorized to execute a Resilient Maryland Program Grant Agreement with the Maryland Energy Administration (MEA) regarding the City's receipt of up to One Hundred Thousand Dollars (\$100,000), with an in-kind contribution of at least Fifteen Thousand Dollars (\$15,000), to complete a study to analyze the feasibility and public benefit of a potential microgrid for the City; and

**BE IT FURTHER ORDERED,** that the City Comptroller be and is hereby authorized to accept the grant funding.

---

**Raymond M. Morriss, Mayor**

MEA Grant No. 2022-04-518S1

# Council Agenda Summary

Meeting Date: June 21, 2022

Key Staff Contact: Raquel Ketterman

**Item Title:** MEA Grant 2022-04-518S1- Resilient Maryland Planning Grant (City Project 6-22-M)

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

*Authorizing Robert Smith, Director of Engineering and Utilities to execute the grant agreement and associated documents on behalf of the Mayor and City Council of Cumberland, for the MEA Grant 2022-04-518S1 – Resilient Maryland Program Cumberland.*

*The purpose of this grant is to complete a project (study) to analyze the feasibility and public benefit of a potential microgrid for the City of Cumberland, Maryland. This community-based system would serve to provide resiliency for critical City infrastructure, including certain public safety and potential emergency shelter centers, as well as the City's wastewater treatment plant.*

*Over the next 9-12 months The City working with Optimize Renewables will characterize, assess, plan, and qualify a scale Microgrid system appropriate for Cumberland, while quantifying the health/safety and socio-economic benefits of such a system for the City, the underserved Cumberland community, and Appalachian Maryland.*

*The MEA grant award is up to \$100,000 with an in-kind contribution of at least \$15,000.*

**Amount of Award:** Up to \$100,000

**Budget number:** N/A

**Grant, bond, etc. reference:** Grant



**CITY OF CUMBERLAND**  
Resilient Maryland Planning Grant (FY22 Round 2)

Microgrid Preliminary Scope of Work  
Grant 2022-04-51851



**City of Cumberland, Maryland**  
Microgrid Planning Grant

June 12, 2022

## **Purpose**

The purpose of this project is to analyze the feasibility and public benefit of a potential microgrid for Cumberland, Maryland. This community-based system would serve to provide resiliency for critical City infrastructure, including certain public safety and potential emergency shelter centers, as well as the City's wastewater treatment plant.

Our first objective is to protect the health and safety of our 19,076+ residents. Our wastewater plant is critically important to that charge. We also want to ensure the pumping and transmission function for the City's raw water supply and wastewater functions.

We also seek to provide resiliency for our Public Safety and First Responder functions, as well as other City buildings suited for emergency preparedness and recovery.

The Cumberland wastewater treatment plant is also the City's largest energy load, so there is the potential for energy savings utilizing energy efficiency measures, distributed energy resources, and technology optimization (although the low-cost energy profile of Western Maryland makes this somewhat more difficult).

Bringing a non-functioning anaerobic digester back on-line at the plant will also serve our community well.

Finally, there is the potential for significant Greenhouse Gas reduction, an objective of interest to our Mayor and City Council.

This planning grant will enable a feasibility study for a sophisticated, resilient local grid that will enable us to determine the level of energy, optimal integration, and financial savings that the proposed system will provide to the City annually.

The anticipated microgrid planning project will explore the use of ground-mounted Photovoltaic Solar arrays along with Battery Storage and an Energy Management System, to monitor, manage, and optimize energy usage for loads. Other potential renewable energy/efficiency solutions that will be explored include: CHP, biomass/biogas, wind, and geothermal technologies.

The energy economics of Western Maryland may preclude the level of savings that can be achieved where electricity rates are higher and spark spreads are greater, but nowhere in the state is more in need of the kind of resiliency that a microgrid can provide, particularly in times of crisis or the kinds of weather often seen in Western Maryland, especially as it relates to critical infrastructure.

This interconnected system and associated distribution infrastructure is intended to provide clean, efficient, resilient power for Cumberland under normal, grid-connected circumstances, as well as in island-mode during a crisis. When the electrical grid is down, the system will keep the City's critical loads up-and-running.

Over the next 9-12 months we will characterize, assess, plan, and qualify a scale Microgrid system appropriate for Cumberland, while quantifying the health/safety and socio-economic benefits of such a system for the City, the underserved Cumberland community, and Appalachian Maryland.

## Project Description

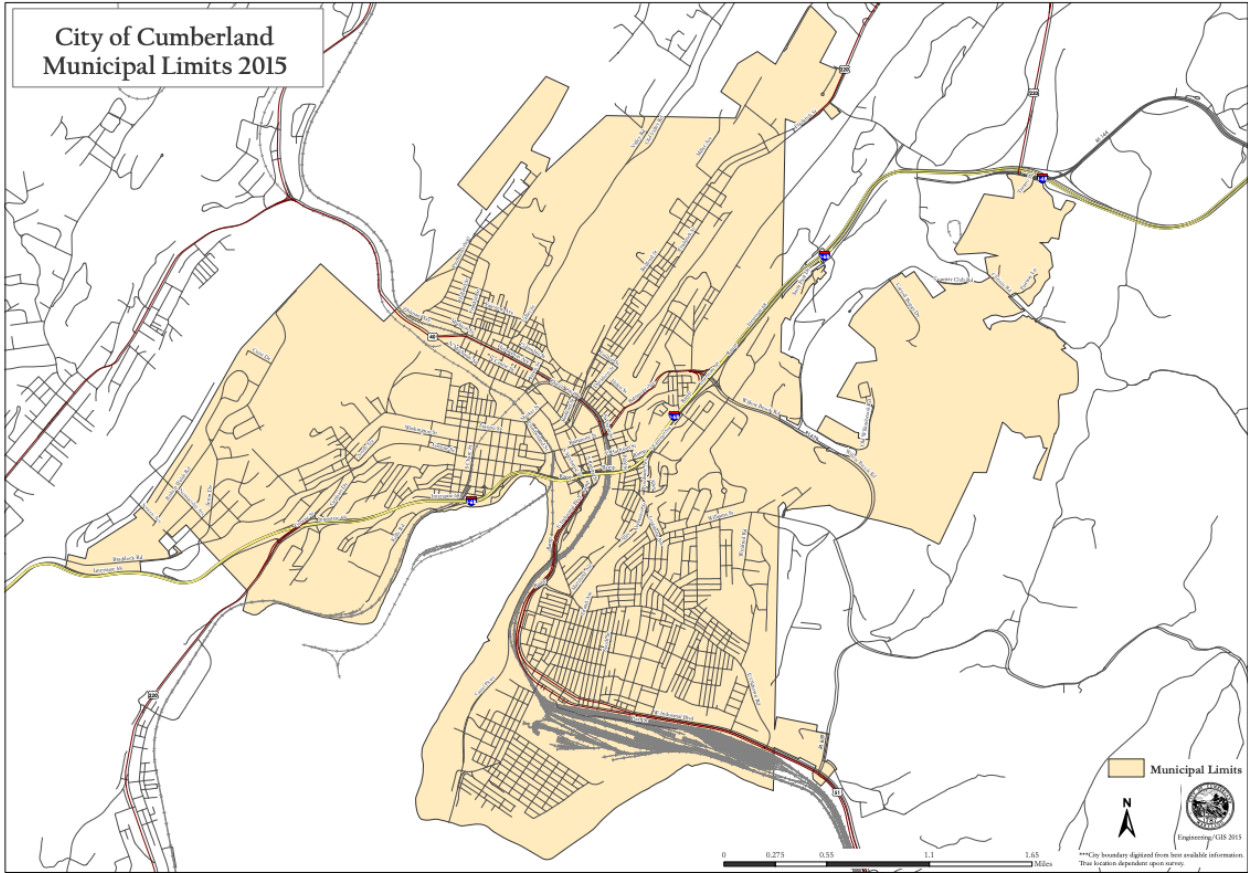
The anticipated Cumberland Microgrid will (likely) combine 2 MW of ground-mounted Photovoltaic (PV) Solar with an Energy Storage System, as well as an Energy Management Software Platform, to monitor, manage, and optimize energy usage for at least 2-3 significant City buildings as well as the wastewater system will be addressed for resilience opportunities. (We will also explore the possibility of adding other renewable generating assets that may enhance this system during the planning process.)

As a part of this project, the City will work with the Maryland Emergency Management Agency (MEMA) to designate an additional building or buildings as a local emergency center to enhance the City's preparedness and prevention, response, recovery, and mitigation activities, and to serve as a public-gathering place during a crisis. The microgrid will serve this designation by adding this building's energy viability during such a situation.

Ultimately, this group of interconnected loads and associated distributed energy resources (DERs) will act as a single, controllable unit with respect to the electrical grid, enabling it to operate in both grid-connected or island modes (including black start), providing clean, efficient, resilient power for Frostburg under normal, grid-connected circumstances, **as well as for critical loads in island-mode during a crisis.**



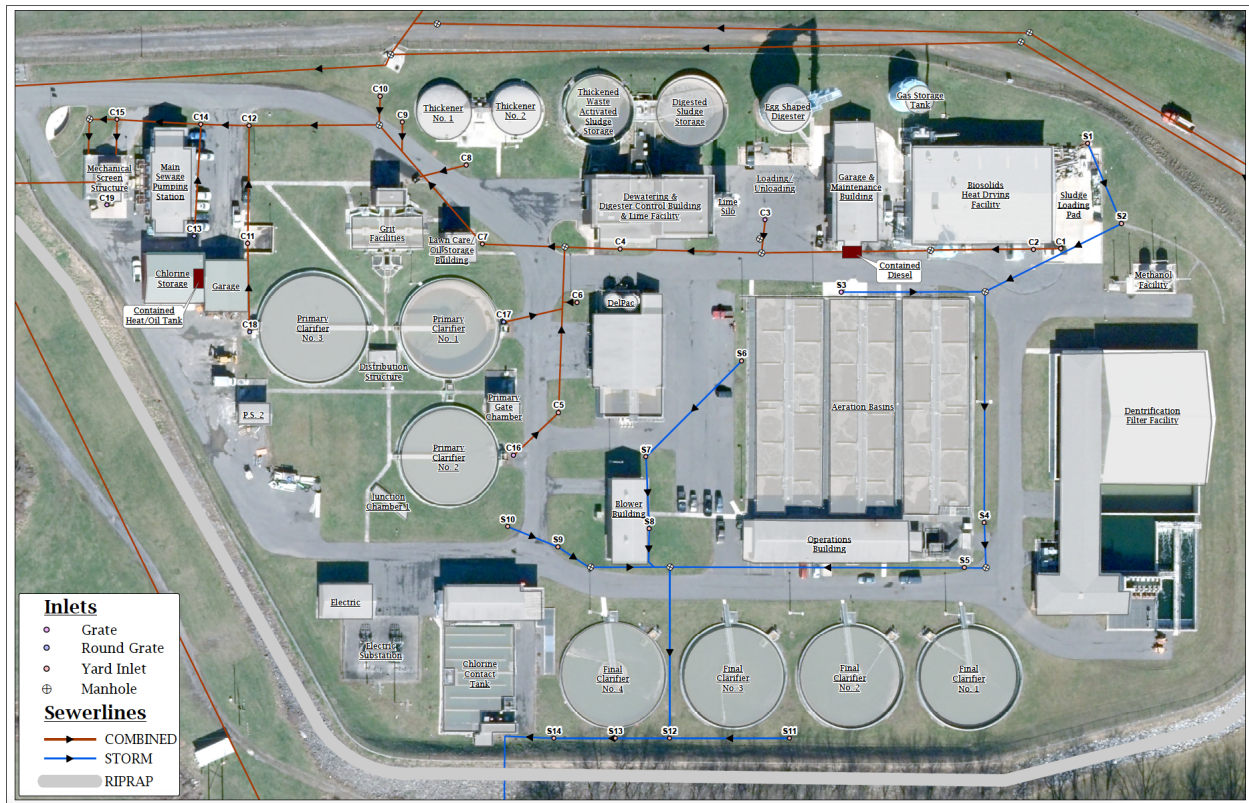
**Community Map**



The City of Cumberland is a community of 10.15 square miles.



## Wastewater System Schematic



The city's wastewater treatment plant is located at the east end of Offutt Street (on Candoc Lane) in South Cumberland, immediately downstream from the Mason Recreational Area. The facility is staffed around the clock, seven days per week. The plant is by far the largest energy load on Cumberland's monthly books.

The plant was originally constructed in 1957, expanded in 1976, and upgraded to Biological Nutrient Removal standards in 2002. Work to further upgrade the treatment capabilities of the plant to Enhanced Nutrient Removal standard was completed in 2011 at a cost of approximately \$38 million.

The city's wastewater treatment plant was originally built as a primary treatment facility and was upgraded to secondary treatment in 1976. Additional Biological Nutrient Reduction (BNR) upgrades were completed in 2002, which added nitrogen and phosphorous reduction technologies, resulting in a reduction of nitrogen and phosphorous concentrations to approximately 8 mg/l and 2 mg/l respectively in the system's treated water discharges.

Nitrogen and phosphorous are the two most significant nutrient contaminants from wastewater that impair water quality in receiving streams. The plant's Enhanced Nutrient Removal (ENR) technology effectively makes the plant a tertiary treatment system. The improvements reduce the nitrogen and phosphorous concentration levels in the system's treated water discharges to the highest levels of current technology, which are approximately 3 mg/l and 0.3 mg/l, respectively. This results in a significant improvement in discharge water quality for the North Branch of the Potomac River.

The city's sewer system is regulated by MDE under an ongoing series of National Pollutant Discharge Elimination System (NPDES) permits. A NPDES permit authorizes the city to discharge treated effluent from the wastewater treatment plant into the receiving waters of the State, and establishes applicable limits on permitted contaminant levels for those discharges. Each permit is valid for five years from the date that it is issued, and the next application for a new permit should be submitted to MDE not less than one year prior to the expiration date. The city's next NPDES permit application is due to be submitted in 2013.

The current NPDES permit contains specific contaminant limits for the treatment plant (which includes flows from all outside systems as well as the city). The permit specifies limits in the form of monthly averages for certain contaminants that may vary during certain parts of the year, as well as total maximum annual loading levels and loading ranges (maximum and minimum) for other contaminants. Now that the ENR system has been activated, the system's maximum permitted annual loads were reduced to 182,734 pounds of nitrogen and 13,705 pounds of phosphorous, which are within the design parameters of the city's system.

There is an anaerobic digester on-site that is currently non-functional.

In addition to resiliency considerations, bringing this system back on-line will enhance the overall operation.

## **Scope of Work**

The purpose of this project is to conduct analysis on the feasibility and public benefit of a potential City of Cumberland Microgrid.

Project viability will be determined through a multi-disciplinary approach designed to identify and address system development opportunities, barriers, and economics, and ultimately to produce integrated, actionable project plans for the City of Cumberland.

In order to provide a solid foundation for operational design, technology, engineering, and system integration, planning will encompass a broad array of regulatory, legal, market, and strategic influences, in addition to the technical, economic, and process factors. Specifically, this feasibility study will consist of six distinct, interdependent planning components:

### **1. Project Feasibility**

Including functional objectives and use cases; existing infrastructure analysis; generation sources; project characterization; policy impacts; legal and regulatory compliance issues.

- Assessment of community requirements
- Assessment of existing power delivery system
- Assessment of existing water delivery system
- Assessment of energy vulnerability
- Assessment of appropriate distributed energy resources
- Data collection and site investigation
- Research historical reliability of local services
- Identification of physical system constraints
- Identification of utility/interconnection constraints
- Identification of local regulation/policy impact
- Identification and characterization of project benefits
- Identification of project risks and mitigants
- Examination of growth and expansion considerations

### **2. Load Analysis**

Including detailed technical analysis and current control methodology.

- Identification of usage history and behavior
- Identification of other local critical facilities
- Identification of equipment types, ratings and operating conditions
- Identification of existing generation sources

- Identification of utility load profiles
- Model energy management (efficiency)
- Model potential equipment using 'virtual test drives'

### 3. Engineering Analysis

Including technical validation of power engineering and operations; functional objectives and use-case requirements; as well as optimal systems integration.

- Identification of current system infrastructure
- Identification of potential equipment
- Identification of potential resources
- Energy modeling
- Preliminary engineering and design (Microgrid configuration)
- Modeling integration
- Identify potential interconnection points with utility grid (prelude to negotiation)
- Identification of expected operational improvements
- Identification and analysis of risks and mitigants
- Black start considerations
- Identification of technical and operational alternatives

### 4. Financial Analysis

Including microgrid project economics; cost-benefit analysis; Federal, State, and local incentives; ownership considerations; structured finance; contracting; and servicing (O&M).

- Modeling projected energy generation
- Modeling projected energy efficiency gains
- Modeling projected energy cost savings
- Economic modeling and analysis of the microgrid system
- Identification of applicable state, local, and utility incentives
- Project structured-finance modeling
- City of Cumberland ownership modeling
- Third-party ownership modeling
- Identification of projected cost, savings and resiliency impacts
- Preparations to leverage additional public and/or private resources

## 5. Greenhouse Gas Reduction Analysis

Including methodological definition and impact on the City and its sustainability objectives, as well as on the Cumberland community, and the State of Maryland.

- Selection of appropriate Greenhouse Gas (GHG) accounting tools/methodologies
- Modeling projected GHG Emissions-reduction
- Equipment life-cycle assessment
- Analysis of sustainability impacts
- Creation of sustainability strategy recommendations for Cumberland

## 6. Economic and Public Benefit Analysis

Including holistic economic and social benefits to the City and the Cumberland community, Allegany County, and Western Maryland.

- Assessment of economic impact
- Assessment of reliability/power quality benefits
- Assessment of regional environmental impact
- Enumeration of resiliency and critical infrastructure benefits
- Assessment of social benefits
- Assessment of workforce development considerations and application
- Assessment of academic considerations

**MARYLAND ENERGY ADMINISTRATION  
RESILIENT MARYLAND PROGRAM**

**STATE OF MARYLAND  
MARYLAND ENERGY ADMINISTRATION**

1800 Washington Boulevard, Suite 755  
Baltimore, MD 21230

hereinafter “MEA”

and

**Mayor & City Council of Cumberland**

57 N Liberty Street  
Cumberland, MD 21502

hereinafter “Grantee”

**PREMISES**

The Maryland Energy Administration (“MEA”) administers the Strategic Energy Investment Program set forth in Md. Code Ann., State Government §§ 9-20B-01 et. seq. as a component of its overall mission to reduce energy demand and increase energy efficiency and the use of renewable energy resources. MEA has established the Resilient Maryland Program (“Program”) to drive the adoption of microgrid and other distributed energy resource (“DER”) systems that provide cleaner, more affordable, and reliable power to key entities and infrastructure across the State of Maryland. The Program is designed to attract entities seeking highly reliable, resilient, clean and affordable energy, including: businesses, nonprofit organizations, local and State government facilities, hospital and medical facilities, electric distribution utilities, academic and institutional organizations, regional planning organizations, agricultural and food production operations, low-to-moderate income (“LMI”) multifamily housing communities, and others where such power solutions are necessary for optimal operation in both normal and grid outage situations. Grant funds are provided to assist with costs associated with conducting feasibility analysis, preliminary engineering, planning, design, cost-benefit analysis, and other non-capital preconstruction costs as defined by the Program Funding Opportunity Announcement (“FOA”).

On February 1, 2022, MEA issued an FOA for a second application period for the Fiscal Year 2022 Program. Eligibility is limited to nonresidential Maryland entities that are legally authorized to transact business and operations within the State of Maryland. MEA evaluated each eligible application on a competitive basis using the following factors as established by the FOA

(“Evaluation Criteria”): value proposition, greenhouse gas reduction potential, energy savings potential, energy resilience benefits, benefits provided to Marylanders who are LMI, and the applicant’s level of contribution to the proposed project.

Projects are considered under three (3) Areas of Interest: (1) Community & Campus Microgrids, (2) Resilient Facility Power Systems, and (3) Resiliency Hubs.

MEA has evaluated **Mayor & City Council of Cumberland**’s Application and supporting documents and has selected Grantee to receive a Grant Award under the Program, as defined herein, subject to Grantee’s completion of the Project, more thoroughly described in Section 2, and compliance with all requirements, terms, and conditions of this Agreement and the Program.

**NOW, THEREFORE**, the parties hereby agree as follows:

1. Purpose of the Grant

The purpose of this MEA Resilient Maryland Grant (“Grant”), which falls under the Program’s “**Area of Interest 1: Community & Campus Microgrids**”, is to provide Grantee funding for the costs associated with certain preconstruction activities as referenced and described in Section 2 and as described in Attachment B (hereafter “the Project”). The Project is in furtherance of siting **a Community Microgrid to be located in Allegany County, MD that will provide energy and energy services for functions, as needed, at Grantee’s wastewater plant, raw water pumping system, wastewater pumping system, public safety and first responder functions, and buildings suited for emergency preparedness.**

2. Project Description and Costs Eligible for Reimbursement

A. Project Components

- i) The Project includes, but is not limited to, the following preconstruction activities: conducting feasibility analysis, preliminary engineering and designs; financial modeling; greenhouse gas reduction analyses; analyses of legal and strategic barriers to a **Community Microgrid**; implementation and proposed mitigation to address identified barriers; and other activities necessary to support these activities. The Project is more specifically described in the Scope of Work (Attachment B), which is incorporated and made part of this Agreement.

- ii) The **Community Microgrid** will be located at **one or more Grantee-controlled sites within the City of Cumberland, MD, that will provide energy and energy services for functions, as needed, at Grantee's wastewater plant, raw water pumping system, wastewater pumping system, public safety and first responder functions, and buildings suited for emergency preparedness.**
- B. Costs Eligible for Reimbursement
- i) Only those costs or expenditures incurred by Grantee for the Project, as defined by Section 1 of this Grant Agreement, are eligible for reimbursement under this Grant (Reimbursable Costs). Capital costs associated with the DER system equipment, components, or installation costs are not eligible.
  - ii) All Reimbursable Costs must be incurred by Grantee no later than June 30, 2023.
3. Amount and Duration of the Grant
- A. The Grant Award shall not be greater than **One Hundred Thousand Dollars (\$100,000)** or eighty-five percent (85%) of the Project's total cost, whichever is less. The Grant Award amount will be determined by MEA at its discretion after considering the Project budget, the Project scope of work, and Grantee's resource contribution to the Project, which is described in Section 4.
  - B. Unless an extension is permitted as described in Section 3 of the General Provisions (Attachment A), Grantee shall complete all activities and submit all required final deliverables and reporting documentation to MEA by July 31, 2023.
4. Grantee's Resource Contribution
- A. Grantee shall contribute resources to the Project with, at a minimum, a value of fifteen percent (15%) of the Project's total cost.
  - B. Grantee shall provide verification of its contribution as specified in Section 5 of this Agreement.
  - C. Grantee's resource contribution shall be in one of the following forms:



- i. A cost match of at least 15% of the Project's total cost.
- ii. Donated labor with a market value of at least 15% of the Project's total cost.
- iii. A form of contribution with a market value of at least 15% of the Project's total costs that has been approved in writing by MEA.

5. Reporting Requirements and Reimbursement

A. Within thirty (30) days of the Grant Agreement's Effective Date, as defined in Section 2(B) of the General Provisions, Grantee shall submit the following items to MEA for review and approval:

- i. A preliminary work plan detailing the specific tasks, milestones, deadlines, and strategies that must be completed in order to produce the Final Deliverables described in Attachment B (Scope of Work);
- ii. A proposed timeline for Project completion in the form of a Gantt chart or similar spreadsheet diagram highlighting the activities (tasks or events) displayed against time; and
- iii. A Project budget that, at a minimum, specifies each expenditure by cost category and line item. The Project budget must be for the entire cost of the Project and include the Grant award amount and all other sources of Project funds, as may be applicable.

B. If Grantee is using a contractor to carry out work under the Grant Agreement, Grantee shall submit to MEA, in writing, the name and address of the contractor chosen by Grantee within thirty (30) days of selecting the contractor.

C. Grantee shall submit a completed Monthly Progress Report (Attachment C) to MEA by the tenth (10th) day of each month directly following the reporting period, or the next business day if the 10th falls on a weekend or State Holiday (as defined by the Maryland Department of Budget and Management).

D. Reimbursement of Reimbursable Costs

Consistent with Sections 8 and 9 of the General Provisions, upon verification of a Reimbursement Request submitted by Grantee, MEA will reimburse Grantee for Reimbursable Costs included in the request consistent with the following provisions.

- i. To request reimbursement, Grantee shall submit to MEA a complete and accurate Reimbursement Request form (Attachment D), with all required supplemental attachments.
- ii. Included with the Reimbursement Request, Grantee shall provide documentation of all Reimbursable Costs requested as evidenced by a third-party invoice or by Grantee's invoice, if Grantee is performing the work under the Grant Agreement.
- iii. Upon completion of the Final Deliverables described in the Scope of Work (Attachment B), Grantee shall submit the Final Deliverables Report to MEA, which shall include a complete Final Deliverables Submission Cover Page form (Attachment E); a final Reimbursement Request, consistent with the requirements of Section 5(D)(i) of this Grant Agreement; and a copy of each Final Deliverable.
- iv. Only eighty percent (80%) of the Grant Award will be available for disbursement to Grantee prior to Grantee's submission of its complete Final Deliverables Report. MEA will make available the remaining twenty percent (20%) of the Grant Award after MEA verifies the Final Deliverables Report's compliance with content and quality requirements.

E. Consistent with Section 5 of the General Provisions (Attachment A), Grantee shall submit reporting information required by the Grant Agreement to [RMP.MEA@Maryland.gov](mailto:RMP.MEA@Maryland.gov) unless otherwise specified in the Grant Agreement. Any document mailed to MEA regarding this Project shall be sent to:

**Maryland Energy Administration**  
**Attn: Resilient Maryland Program**  
**1800 Washington Boulevard, Suite 755**  
**Baltimore, MD 21230**

6. Party Representatives

The following individuals shall have the authority to act under this Grant Agreement for their respective parties, subject to all necessary approvals:

Brandon Bowser, Energy Resilience Program Manager  
Maryland Energy Administration  
(443) 306-0304

[BrandonW.Bowser@Maryland.gov](mailto:BrandonW.Bowser@Maryland.gov)

(Or any other person as may be designated by the Director of MEA).

**Robert Smith, Director of Engineering**

**Mayor & City Council of Cumberland**

**(301) 759-6601**

**robert.smith@cumberlandmd.gov**

(Or any such person as may be designated in writing by Grantee's **Mayor**).

7. General Provisions

The General Provisions of the Grant Agreement set forth in Attachment A are incorporated and made part of this Grant Agreement.

THIS GRANT AGREEMENT HAS BEEN APPROVED BY THE ATTORNEY GENERAL'S OFFICE AT MEA. NO CHANGES, MODIFICATIONS, ADDITIONS OR DELETIONS TO THIS AGREEMENT ARE AUTHORIZED ABSENT SPECIFIC WRITTEN AGREEMENT BY THE PARTIES AND APPROVAL BY THE ATTORNEY GENERAL'S OFFICE AT MEA. ANY UNAUTHORIZED CHANGES, MODIFICATIONS, OR DELETIONS TO THIS FORM AGREEMENT WILL RENDER MEA'S OBLIGATIONS UNDER THIS AGREEMENT VOIDABLE AT MEA'S ELECTION.

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

**MAYOR & CITY COUNCIL OF CUMBERLAND**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Raymond Morriss,**  
**Mayor**

**MARYLAND ENERGY ADMINISTRATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Mary Beth Tung, Ph.D., Esq.  
Director

Approved for Form and Legal Sufficiency

This \_\_\_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_

Sondra McLemore,  
Assistant Attorney General

Maryland Energy Administration  
Grant Agreement General Provisions  
Attachment A

## ATTACHMENT A

### General Provisions

#### 1. Definitions

- A. “Grant Agreement” means a written agreement between MEA and a grantee with respect to a grant.
- B. “Grantee” means a recipient of a grant under an MEA grant program.
- C. “Environmental Standards” means all applicable environmental laws, rules, or regulations set by federal, state, or local jurisdictions that are applicable to a Project and related directly to the performance of the Grantee’s obligations pursuant to a Grant Agreement.
- D. “MEA Program Manager” means the individual specified in writing as the MEA representative for a Program or other person designated in writing by MEA to act on behalf of MEA regarding the Grant Agreement.
- E. “Program” means an MEA grant program identified and detailed on the MEA website.
- F. “Project” means an activity or undertaking that is consistent with the requirements of an MEA Program and for which a Grant has been awarded. A project includes all activities specified in the Scope of Work and all reporting required in the Grant Agreement except for submitting invoices.
- G. “Project Site” means the location of a Project or a portion of a Project.

#### 2. MEA Grant Timeframes

- A. Unless the MEA Program Manager approves an extension in writing, a Grant Agreement executed by the Grantee(s) shall be received by MEA no later than ten business days from the date MEA electronically transmits the Grant Agreement to the Grantee for execution. If the properly executed Grant Agreement is not received by MEA within the required time as indicated above, the Grant Award will automatically be revoked.
- B. The Effective Date of a Grant Agreement is the date that the fully executed Grant Agreement is received by MEA, as determined by the official MEA date stamp on the first page of the Grant Agreement.
- C. To be eligible for reimbursement, all reimbursement requests for Project costs pursuant to a Grant Agreement must be received no later than 60 days after the completion of the Project, unless the MEA Program Manager approves an extension in writing.

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**3. Extensions**

An extension may be requested in writing by the Grantee in advance of a deadline but is not guaranteed. The MEA Program Manager may extend a deadline in writing up to 60 days, for good cause shown, such as circumstances outside of the Grantee's control.

**4. Retention of documents**

The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property, as well as reports, activity logs, timelines, estimated energy savings and/or generation, supporting documentation for any other expenses that are covered in whole or in part by any Grant funds, and any other information related to Grant activities for at least three years from the date that the Grantee receives final reimbursement from MEA. MEA, MEA's representatives, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor may examine and audit this evidence on request, at any reasonable time within the retention period. In addition, the Grantee shall also make the worksite available to MEA or its representatives, upon request at any reasonable time, for at least three years from the date that the Grantee receives final reimbursement from MEA.

**5. Communications with MEA: Updating IRS W-9 form**

A. The Grantee shall submit to MEA all reimbursement requests and other documentation required under the Grant Agreement at the MEA email address specified in the Grant Agreement, unless MEA has received as part of the application process notification that the Grantee has opted out of electronic communications. If the Grantee has opted out of electronic communications, the Grantee shall submit all reimbursement requests and other documentation required under the Grant Agreement by mail or hand-delivery to the applicable program at MEA.

B. The Grantee shall promptly provide MEA with an updated IRS W-9 form when information on a prior IRS W-9 form has changed.

**6. Subject to Funding Availability**

Prior to execution of the Grant Agreement, Grant funds are subject to change in amount and availability.

**7. Location within Maryland**

A Project must be located in Maryland or undertaken for the direct benefit of a Maryland resident, business, community, campus, or facility located entirely within the State of Maryland.

**8. Payment of Grant Funds**

A. After review of the reports, requests for reimbursement, and any supporting documents or information requested by MEA, MEA shall make a final determination whether the Grantee has



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met all Program requirements, terms, and conditions, and shall process the Grant Award for payment as promptly as possible, if warranted.

B. MEA payments to Grantee are not assignable and all grant funds will be disbursed to the Grantee consistent with the Grant Agreement.

**9. Non-payment of Grant Funds; Disallowance of Grant Funds for Violation of Grant Agreement; Reconsideration of Non-payment or Disallowance of Grant Funds**

A. Unless otherwise specified in the Grant Agreement, MEA will not disburse grant funds for work that has yet to be performed; costs that have yet to be incurred or are not sufficiently documented; or costs that are inconsistent with the purpose, terms, and conditions of the Grant, as determined by MEA.

B. Any expenditure of Grant funds that is not consistent with the purposes of the Program, or that violates any requirement, term, or condition of a Program or the Grant Agreement, may, in the sole judgment of MEA, be disallowed. If MEA determines any expenditure to be ineligible after MEA has disbursed funds to the Grantee, the State may require repayment to MEA for reimbursement of the Strategic Energy Investment Fund, an offset from any State grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall immediately repay to the State any part of the Grant that is not used for the purposes of the Program.

C. If MEA withholds or disallows payment of Grant funds, MEA shall provide Grantee with its determination in writing and set forth a summary of the reasons for its determination. A Grantee may request reconsideration of a determination by MEA to withhold or disallow payment of Grant funds within 15 business days of the date of the written determination notifying the Grantee of the decision.

**10. Nondiscrimination Provision**

The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution, by-laws, or policies prohibit discrimination consistent with the Governor's Code of Fair Employment Practices.

**11. Compliance with Relevant Certifications, Licenses, And Requirements**

A. The Grantee shall be responsible for compliance with the following:

(1) All work performed on behalf of the Grantee pursuant to a Grant Agreement shall be carried out by the Grantee's staff and contractors holding all necessary Maryland certifications and licenses.

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(2) Any business or non-profit organization operating in Maryland with which the Grantee contracts or partners to carry out the purposes of the Grant shall be registered and in good standing with the Maryland State Department of Assessments and Taxation, if applicable.

(3) All work performed pursuant to a Grant shall comply with all applicable local, State, and federal building codes and other applicable laws and regulations.

B. If MEA determines that any activity undertaken under the Grant Agreement is inconsistent with subsection A of this section, MEA may rescind the Grant or take any other appropriate action, as determined by MEA.

#### **12. False Statement or Report**

A person may not knowingly make or cause to be made any false statement or report in any document required to be furnished by MEA in relation to the Program. For a SEIF-funded Grant, any violation of this provision is a misdemeanor and on conviction is subject to a fine not exceeding \$50,000.00 or imprisonment not exceeding 1 year or both, as specified in State Government Article §9-20B-11 of the Annotated Code of Maryland.

#### **13. Historic Preservation Review**

For each project being funded in whole or in part through a Grant Agreement, a historic preservation review must first be completed by the Maryland Historical Trust (MHT) or MEA's historic preservation expert. This review ensures that no historic property is "adversely affected" through building improvements, equipment installations, and related property modifications proposed for Projects funded wholly or in-part by a Program. Prior to starting construction, the Grantee shall ensure that MEA has received documentation from MHT or MEA's historic preservation expert indicating that the Project will have no adverse effect on a historic property.

#### **14. Maryland Saved Harmless**

To the extent allowed by Maryland law, and subject to appropriations if applicable, the Grantee agrees to defend, indemnify, and hold MEA harmless from and against any and all damages, claims, lawsuits, actions, and reasonable out-of-pocket costs and expenses, in whatever form, arising from or related to the Grant. MEA expressly reserves the right of any immunity MEA or its employees may possess under State or federal law. If the Grantee is a Maryland State agency or local government, then each party shall be responsible for its own liability associated with the Grant, and neither party waives any applicable immunities.

#### **15. Environmental Standards and Liability**

A. As relevant to the Project, the Grantee shall ascertain and comply with all applicable Environmental Standards, monitor compliance, and immediately halt and correct any incident of non-compliance. The Grantee is solely responsible for all steps in obtaining any required permits including, but not limited to, those related to air quality requirements, as applicable.



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B. In the event of any incident of non-compliance with Environmental Standards, the Grantee shall:

- (1) Immediately notify the MEA Program Manager or designee of the incident, providing as much detail as possible;
- (2) If requested by MEA, submit a written report to MEA, identifying the source or cause of the non-compliance and the method or action required to correct the problem; and
- (3) Cooperate with MEA and its designated representatives or contractors with respect to investigation of the incident.

C. Subject to Section 14 and to the limits allowed by Maryland law, the Grantee shall be liable for:

- (1) All environmental losses, including but not limited to, costs, expenses, losses, damages, actions, claims, penalties, fines and remedial or cleanup obligations arising from its failure to comply with Environmental Standards; and
- (2) Any hazardous material located or placed in the Project and any requirements imposed by any governmental authority with respect to hazardous materials, arising in connection with the Grant or the Project.

#### 16. Liability Insurance

A. For all work performed by the Grantee that is to be funded in whole or in part with grant funds provided by MEA, the Grantee shall purchase and maintain comprehensive third-party legal liability insurance or its equivalent, with minimum coverage of \$1,000,000 per occurrence. The Grantee shall also maintain other such insurance as is appropriate for the work to be performed. For a self-insured entity, such as a Maryland State or local government entity, a document detailing the basis for self-insurance, including when applicable, the statutory basis, may be accepted by MEA as an equivalent form of insurance under this paragraph.

B. The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability. The Grantee shall maintain insurance documentation in a Grantee-owned facility and shall provide to MEA, upon demand, a certificate or other documentation deemed appropriate by MEA, evidencing MEA's status as an additional insured.

- (1) Insurance requirements may be waived or modified by MEA in writing, for good cause shown. Any such written waiver or modification shall be signed by the parties and incorporated as part of the Grant Agreement.
- (2) The Grantee shall include in all of its contracts for work that is to be funded in whole or in part with grant funds provided by MEA a provision or provisions requiring all contractors to

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purchase and maintain comprehensive third-party legal liability insurance and other such insurance as is appropriate for the work to be performed, with minimum coverage of \$1,000,000 per occurrence. All insurance provided by the contractor must name MEA as an additional insured.

(3) The Grantee shall maintain insurance documentation in a Grantee-owned facility and shall provide to MEA, upon demand, a certificate or other documentation deemed appropriate by MEA, evidencing MEA's status as an additional insured. Insurance requirements may be waived by MEA in writing, for good cause shown. Any such written waiver or modification shall be signed by the parties and incorporated into the Grant Agreement.

**17. Monitoring and Evaluation**

For monitoring and evaluation purposes, the Grantee shall make available to MEA or its representatives, during regular business hours, all applicable reports, activities logs, timelines, estimated energy savings and generated energy, operating hours, projected system efficiencies and other technical and engineering specifications, and other information related to the Grant.

**18. MEA Access to Project Site**

A. If a Project Site is controlled by the Grantee:

(1) Upon reasonable notice, the Grantee shall allow MEA employees or representatives access to the Project Site to monitor the Project and provide technical assistance to verify that Project requirements are fully satisfied.

(2) Except as provided in paragraph (5) of this subsection, the Grantee shall allow MEA employees or representatives access to the Project Site to take photographs or video of the Project for MEA use, upon request by MEA.

(3) Upon reasonable notice from MEA, the Grantee shall assist MEA in any efforts to remotely monitor and inspect the Project, including but not limited to supplying MEA with any relevant photograph or document.

(4) Except as provided in paragraph (5) of this subsection, the Grantee shall participate in recorded remote monitoring of the Project to verify that Project requirements are fully satisfied, upon request by MEA.

(5) MEA may in its sole discretion modify the requirements in paragraphs (2) and (4) of this subsection if the Grantee provides a written request due to concerns, including but not limited to security concerns.

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B. If a Project Site is controlled by a third party at any time during the Grant period:

The Grantee shall be responsible for obtaining written permission from the third party to allow MEA access to the Project Site for all purposes described in the Grant Agreement. Unless the Grantee provides good cause, to be determined solely by MEA, MEA shall not provide any further reimbursement of funds under the Grant Agreement until the Grantee provides the required written permission.

**19. Participation in Marketing and Public Events; Signage**

A. To the extent possible, and as requested by MEA, the Grantee shall participate in MEA-organized press events and host State government officials for visits and tours of the Project Site. MEA shall provide reasonable notice to the Grantee and coordinate with the Grantee prior to scheduling a press event or official visit.

B. The Grantee shall invite MEA in writing, which can include email, to any Grantee-organized media event regarding the Project.

C. The Grantee shall notify MEA prior to any media coverage regarding the Project including but not limited to press releases and announcements; and, unless otherwise specified in the Grant Agreement, shall reference MEA grant funds under the Grant Agreement in any such media coverage.

D. Within 90 days following the effective date of the Grant Agreement, the Grantee shall consult with MEA regarding the feasibility of displaying signage indicating MEA sponsorship of the Project. Based upon this consultation, MEA may require the Grantee to place signage indicating MEA's role in the Project in a prominent location and, if applicable, near the Project. If applicable, MEA may provide the official MEA logo for incorporation on existing Grantee-produced project signage and may elect to provide any required signage.

**20. Maryland Public Information Act; Use of Project Information**

A. All information submitted to MEA is subject to the Maryland Public Information Act, Md. Code Ann., General Provisions §§ 4-101 to 4-601, ("PIA"). If a grantee believes information is confidential and therefore should be exempt from disclosure under the PIA, the grantee should clearly mark this information and identify it by page and section or line number. Upon request for information from a third party, MEA is required to make an independent determination whether the information must be disclosed under the PIA. Designating information as confidential does not guarantee that it will be exempt from disclosure.

B. The Grantee understands and agrees that MEA may use information about the Project for reporting and marketing purposes, including but not limited to the project description, building type, energy measures, project costs, leveraged funds, energy and financial savings, and pictures and videos of the premises. MEA shall provide the Grantee an opportunity to review and consult

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with MEA to ensure that a written case study, photo, or video taken of its facility will not disclose confidential personal and/or business information.

**21. Project Location Workforce Requirement**

The Grant shall comply with State Government Article § 9-20B-05, Annotated of Maryland, which requires that at least 80 percent of workers participating in a project or program that receives money from the SEIF must reside within 50 miles of the project or program. As the Program is a statewide program, MEA will determine compliance based on whether at least 80 percent of worksite workers reside in Maryland, or within 50 miles of Maryland's borders.

**22. American Manufactured Goods**

If the Grantee is a unit of State or local government, the Grant must comply with State Finance and Procurement Article §§ 14-416 and 17-303, Annotated Code of Maryland.

**23. Maryland Law Prevails**

The internal laws of Maryland shall govern the interpretation and enforcement of the Grant Agreement, except for any choice of law provisions utilized by Maryland.

**24. Grant Agreement Binding on Successors and Assigns**

The Grant Agreement shall bind the respective successors and assigns of the parties.

**25. Transfer of Grant Agreement**

The Grantee may not sell, transfer, or delegate any of its obligations under the Grant Agreement to another entity without prior written consent of MEA. Consent is not guaranteed and is at the sole discretion of MEA. Examples of factors that might lead to a denial of consent include a change in the Grantee's federal tax identification number, or a requested modification that is inconsistent with the requirements of the Program.

**26. Amendments to the Grant Agreement**

Other than an extension of up to 60 days approved pursuant to Section 3 of these General Provisions, no amendment to the Grant Agreement is binding unless it is in writing and signed by both parties.

**27. Merger**

The Grant Agreement and any terms and conditions expressly incorporated by reference herein embodies the whole agreement of the parties. There are no promises, terms, conditions, or



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obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

**28. Non-waiver of Rights; Remedies**

No failure on the part of the State or MEA to exercise, and no delay in exercising, any right under the Grant Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude the State or MEA from further exercising that or any other right. The remedies provided under the Grant Agreement are cumulative and not exclusive of any remedies provided by law.

**29. Attestations**

A person executing an Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

- A. The person is authorized to sign the Agreement on behalf of the Grantee and to commit the Grantee to the obligations set forth in the Agreement;
- B. Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the United States;
- C. Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee has engaged in any practice regarding this Grant that is inconsistent with General Provisions Article § 5-502, Annotated Code of Maryland;
- D. The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or the Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or the Agreement;
- E. The Grantee, if a health or social welfare organization as defined by State Finance and Procurement Article § 7-403, Annotated Code of Maryland, shall keep financial records in accordance with uniform accounting standards, as more fully described in Section 7-403;
- F. Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund-raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations; and
- G. The Grantee is not in default on any financial obligation to the State or MEA.

**ATTACHMENT B to Grant 2022-04-518S1  
“Scope of Work”**

**Maryland Energy Administration (MEA)  
Resilient Maryland Program**

**Mayor & City Council of Cumberland**

The **Mayor & City Council of Cumberland** (“Grantee”) has been selected to receive this Resilient Maryland Grant for the analysis of feasibility, planning, and design of a **Community Microgrid**.

**1. PROJECT**

- A. This **Community Microgrid** will consist of distributed energy resources (“DERs”) located at **one or more Grantee-controlled sites within the City of Cumberland, MD that will provide energy and energy services for functions, as needed, at Grantee’s wastewater plant, raw water pumping system, wastewater pumping system, public safety and first responder functions, and buildings suited for emergency preparedness**, hereinafter referred to as “the Project Site”, which is defined in Section 1(G) of the General Provisions (Attachment A).
- B. The Grant is awarded to help pay the costs of producing the Final Deliverables, described in Section 3 of this Scope of Work (entitled “Final Deliverables”). These Final Deliverables shall be submitted to MEA at the conclusion of the Project consistent with the deadlines established in the Grant Agreement.

**2. PROJECT PLANNING COMMITTEE**

- A. Within one hundred twenty (120) days of the Execution of this Grant Agreement by MEA, Grantee shall submit to MEA a roster of individual Project stakeholders that will serve on a committee to provide oversight of the management and administration of the Project on behalf of the Grantee (hereafter “Project Planning Committee”). The Project Planning Committee shall include, at minimum, a Grantee representative and an individual representative for reach respective organization that would receive electrical and/or thermal energy from the **Community Microgrid** upon installation and commissioning.
- B. The Grantee shall solicit input from the local electric utility regarding the Project and is encouraged to include a representative of the local electric utility on the

Project Planning Committee. MEA reserves the right to require, upon written request, that Grantee make a good faith effort to include a representative of the local electric utility on the Project Planning Committee.

- C. Grantee shall actively engage, and consult, with the Project Planning Committee when applicable and beneficial to the outcomes of the Project.
- D. Grantee shall include in each Monthly Progress Report, a summary of the Planning Committee's activities, including but not limited to, engagement with the local electric utility (and natural gas/fuel utility provider, if applicable) and consultation with Grantee regarding the management and administration of the Project.

### 3. **FINAL DELIVERABLES**

Grantee shall produce each Final Deliverable described below. A Final Deliverable may be modified through the execution of an Amendment to the Grant Agreement consistent with Section 26 of Attachment A to the Grant Agreement.

- A. **Feasibility Report:** Grantee shall produce a full feasibility report on at least one (1) configuration of a **Community Microgrid** to serve the facilities included in the Project Site. The Feasibility Report shall include, at a minimum:
  - i. A description of the facilities to be served by the **Community Microgrid**;
  - ii. For each facility considered in the analysis, quantitative historical data for at least twelve (12) consecutive months of electricity usage, and, if applicable, thermal energy usage (e.g. natural gas, fuel oil, etc.) as well as the associated costs incurred by facility owners;
  - iii. For each facility considered in the analysis, a description of each energy efficiency upgrade opportunity and energy efficiency upgrade completed within five (5) years prior to the Effective Date of this Grant Agreement;
  - iv. A detailed description of the proposed **Community Microgrid** configuration (or configurations, if multiple are considered) including but not limited to the selected DERs, associated control and management systems, and utility grid interconnection equipment;

- v. For the entire **Community Microgrid**, projected annual, month-by-month: energy production and fuel consumption (as applicable), thermal savings (which shall be shown as negative if there is a net increase in thermal fuel consumption);
- vi. The proposed total cost for full **Community Microgrid** implementation with budgetary breakdown by at minimum: final engineering and design costs, equipment costs, labor costs, permitting and inspection fees, utility interconnection fees, site preparation costs, installation costs, and final commissioning costs;
- vii. A description of secured and/or potential sources of capital (such as in-kind funds, third-party funds, incentives from MEA, incentives from the utility, etc.) that can be used to finance capital cost of the **Community Microgrid**;
- viii. A brief summary of the anticipated regulatory, legal, and strategic barriers that must be mitigated in order to achieve successful implementation of the **Community Microgrid**; and
- ix. A proposed timeline for complete **Community Microgrid** installation and commencement of **Community Microgrid** operation if successfully installed.

B. **Preliminary Engineering and Design(s)**: Grantee shall produce preliminary engineering data and design(s) for at least one (1) **Community Microgrid** configuration to serve the facilities included in the Property. This deliverable shall include, at minimum: proposed physical location(s) of the **Community Microgrid** system components, system component specifications and related technical data, generation asset nameplate capacities and parasitic loads, control/management system(s) technical data and configuration(s), one-line diagram(s), and **Community Microgrid** design drawings. Any additional information which is required to vet the technical and engineering accuracy and integrity of the **Community Microgrid** shall be included in this deliverable.

C. **Pro Forma Financial Model**: Grantee shall produce a twenty (20) year pro forma financial model of the **Community Microgrid** project. The pro forma shall specify sources of capital and projected costs and revenues associated with operation of the **Community Microgrid**. Model assumptions shall be clearly documented and justified with accredited sources of data where applicable. The



model shall provide metrics that gauge financial viability, which may include but are not limited to net present value (NPV) analysis, internal rate of return (IRR) analysis, and simple payback analysis. The model shall specify the weighted average cost of capital (WACC) as well as each of the annual percentage rates (APRs) on debt capital, as applicable.

- D. **Greenhouse Gas Reduction Report:** Grantee shall produce a report that quantitatively projects the amount of greenhouse gas emissions that will be avoided as a result from successful implementation of the **Community Microgrid** over a twenty (20) year period commencing from the projected date of implementation. This report shall include, at minimum: annual avoided tons of carbon dioxide (CO<sub>2</sub>), nitrous oxide (NO<sub>x</sub>), sulfur oxide (SO<sub>x</sub>), and volatile organic compounds (VOCs). If producing multiple **Community Microgrid** configurations, Grantee shall produce a single Greenhouse Gas Reduction Report for each configuration.
- E. **Implementation Barriers Report:** Grantee shall produce a report that discusses statutory, regulatory, legal and/or other strategic barriers which must be analyzed and mitigated to achieve successful installation of the **Community Microgrid** (known as “implementation barriers”). This report shall explain each identified implementation barrier and how it impacts installation of the **Community Microgrid**, and shall discuss possible pathways to resolve those barriers. All questions and comments from Project Planning Committee members regarding the implementation barriers shall be listed and described in this report.

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**ATTACHMENT C  
MEA Grant No. 2022-04-518S1**

**Resilient Maryland Program  
Monthly Progress Report Form**

MEA encourages Resilient Maryland Grantees to submit their Monthly Progress Reports online via the [MEA Resilient Maryland Monthly Progress Reporting Portal](#)<sup>1</sup>.

However, if preferred, Grantees may submit their Monthly Progress Reports utilizing this form instead.

**Section 1: Reporting Period & Grantee Information**

<b>Reporting Month</b>				<b>Year</b>					
<b>MEA Grant Number*</b>									
<i>*The Grant number specified on the Grant Agreement (e.g. 2022-00-518S1)</i>									
<b>Organization (Grantee) Name as Reported on IRS Form W9</b>					<b>Federal Tax ID Number</b>				
<b>Grantee Address as Reported on IRS Form W9</b>				<b>City</b>					
<b>State</b>		<b>Zip Code</b>		<b>State</b>		<b>Congressional District* (If applicable)</b>		<b>MD Legislative District* (If applicable)</b>	
MD									
<b>Contact Name</b>					<b>Contact Title</b>				
<b>Phone Number</b>					<b>Email Address</b>				

*\*Find your Congressional and MD Legislative Districts at [www.mdelect.net](http://www.mdelect.net)*

**Section 2: Project Status Update**

**Project Progress Summary**  
*Please provide detailed information regarding project status below.*

**Milestone Completion Checklist**  
*Check off each milestone that has been completed as of the end of the reporting month.*

- Project Schedule (Due 30 days from Grant Execution).
- Majority Contractor Procurement.
- 25% Project Completion
- 50% Project Completion
- 75% Project Completion
- 100% Project Completion

<sup>1</sup> <https://form.jotform.com/211125856736054>

**Description of Progress**

*In the space below, please detail your progress on the relevant project milestones above. Please describe progress on all Final Deliverables referenced in Attachment B to the Grant Agreement and indicate any challenges/obstacles encountered and planned actions to overcome.*

**Job Hours Worked**

*Please provide the number of hours worked by the respective parties toward the completion of the Final Deliverables below. Job hours should be inclusive of all hours pertaining to actual Final Deliverable completion and the administrative time required to further the Project.*

<b>Grantee</b>	
<b>Contractor(s)</b>	
<b>Subcontractor(s)</b>	

**Section 3: Project Schedule Progress**

*Please note any changes to the Project Schedule below, and if any dates have changed, please supply an updated Project Schedule using the same format as the initial schedule as an attachment to this report.*

**Section 4: Grant Funds Reimbursement Information**

**Do you intend to submit a request for Reimbursement of Grant funds with this report?**

Yes       No

If yes, for what amount?

\$

**REMINDER – ELIGIBILITY FOR REIMBURSEMENT OF GRANT FUNDS**

Only costs that are consistent with the following requirements are eligible for reimbursement of Grant funds.

- Costs directly incurred by Grantee (i.e. invoiced);
- Costs directly attributable to the completion of the specified Project Final Deliverables, set forth in Attachment A (FY20 Grantees) or Attachment B (FY21 and all subsequent Grantees);
- Costs for projected future expenses yet to be incurred will not be reimbursed;
- Equipment costs for a distributed generation and/or storage system will not be eligible for Reimbursement of grant funds; and
- MEA will only disburse Grant funds to Grantee for eligible expenses up to the amount specified in the Grant Agreement.

**SUBMIT THIS COMPLETED MONTHLY PROGRESS REPORT  
FORM TO MEA AT [RMP.MEA@MARYLAND.GOV](mailto:RMP.MEA@MARYLAND.GOV).**



**ATTACHMENT D**  
**MEA Grant No. 2022-04-518S1**

**Resilient Maryland Program  
Reimbursement Request Form**

MEA encourages Resilient Maryland Grantees to submit their Reimbursement Requests online via the [MEA Resilient Maryland Reimbursement Request Portal](#)<sup>2</sup>.

However, if preferred, Grantees may submit their Monthly Progress Reports utilizing this form instead.

**Section 1: Reporting Period & Grantee Information**

<b>Reporting Month</b>		<b>Year</b>	
------------------------	--	-------------	--

<b>MEA Grant Number*</b>	
--------------------------	--

*\*The Grant number specified on the Grant Agreement (e.g. 2022-00-518S1)*

<b>Organization (Grantee) Name as Reported on IRS Form W9</b>			<b>Federal Tax ID Number</b>	
<b>Grantee Address as Reported on IRS Form W9</b>			<b>City</b>	
<b>State</b>	<b>Zip Code</b>	<b>County</b>	<b>Congressional District* (If applicable)</b>	<b>MD Legislative District* (If applicable)</b>
<b>Contact Name</b>			<b>Contact Title</b>	
<b>Phone Number</b>			<b>Email Address</b>	

*\*Find your Congressional and MD Legislative Districts at [www.mdelect.net](http://www.mdelect.net)*

**Section 2: Reimbursement Amount & Signature**

<b>Reimbursement Request from MEA</b>	
<b>\$</b>	

By signing this invoice, I affirm that the costs for which I have requested reimbursement are directly attributable to the Project Description pursuant to Attachment A (FY20 Grantees) or Attachment B (FY21 and all subsequent Grantees) of the Grant Agreement and that all applicable terms, conditions, and requirements of the Grant Agreement have been met. I affirm that I have correctly itemized all costs on the second page of this Reimbursement Request.

<b>Signature of Authorized Representative</b>			<b>OFFICIAL USE ONLY</b>	
X			<input type="checkbox"/>	<b>OK TO PAY</b>
			<b>AMOUNT:</b>	
<b>Printed Name</b>	<b>Title</b>	<b>Date Signed</b>		
			<b>MEA PM APPROVAL SIGNATURE</b>	

<sup>2</sup> <https://form.jotform.com/211404308895153>





**ATTACHMENT E**  
**MEA Grant No. 2022-04-518S1**

**Resilient Maryland Program  
Final Deliverables Submission Form**

**Section 1: Project Completion & Submission Dates**

Project Completion Date	
Final Deliverables Submission Date	

**Section 2: Grantee Information**

MEA Grant Number*	
-------------------	--

\*The Grant number specified on the Grant Agreement (e.g. 2022-00-518S1)

Organization (Grantee) Name as Reported on IRS Form W9			Federal Tax ID Number	
Grantee Address as Reported on IRS Form W9			City	
State	Zip Code	State	Congressional District* (If applicable)	MD Legislative District* (If applicable)
Contact Name			Contact Title	
Phone Number			Email Address	

\*Find your Congressional and MD Legislative Districts at [www.mdelect.net](http://www.mdelect.net)

**Section 3: Final Deliverables Checklist**

Listed below are the Final Deliverables required under the Grant Agreement, per Attachment A (FY20 Grantees) or Attachment B (FY21 and all subsequent Grantees). Please attach each deliverable to this report in your submission.

Check	Final Deliverable
<input type="checkbox"/>	[ENTER TITLE OF DELIVERABLE HERE]
<input type="checkbox"/>	[ENTER TITLE OF DELIVERABLE HERE]
<input type="checkbox"/>	[ENTER TITLE OF DELIVERABLE HERE]
<input type="checkbox"/>	[ENTER TITLE OF DELIVERABLE HERE]
<input type="checkbox"/>	[ENTER TITLE OF DELIVERABLE HERE]
<input type="checkbox"/>	[ENTER TITLE OF DELIVERABLE HERE]

**Signature of Authorized Representative**

X	
---	--

Printed Name	Title	Date Signed

**Section 4: Final Thoughts, Comments, and Feedback**

*In the space below, please detail any final comments, obstacles, questions, and/or feedback you would like to provide to the Resilient Maryland program. MEA values all Grantee feedback on this important pilot program.*

**SUBMIT THIS COMPLETED FINAL DELIVERABLES  
SUBMISSION FORM WITH ALL FINAL DELIVERABLES TO  
MEA AT [RMP.MEA@MARYLAND.GOV](mailto:RMP.MEA@MARYLAND.GOV).**

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DRAFT

**File Attachments for Item:**

. Order 27,024 - declaring certain Fire Department equipment to be surplus and authorizing it to be scrapped or donated



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

ORDER NO. 27,024

DATE: June 21, 2022

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

WHEREAS, the Mayor and City Council authorize this equipment to be scrapped or donated;

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

**30-40 year old various pieces of worn-out Fire Department equipment of no value – to be scrapped**

**Holmatro Rescue Equipment, old and outdated – to be scrapped**

**25 Air Packs; 25 Face Pieces; 49 Air Cylinders that no longer meet NFPA 1981 standards – to be donated to international fire departments that do not follow US standards.**

---

**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: June 21, 2022

Key Staff Contact: Fire Chief Shannon Adams

## *Item Title:*

### **Surplus Fire Department Equipment**

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

*In preparation for the sale of East Side Fire Station #3, the Fire Department is disposing of old equipment that had been placed in storage at this unmanned station. This equipment can be donated or scrapped.*

*Chief Adams spoke with an individual that gathers this type of equipment and donates to fire departments in need.*

#### *Items include:*

##### *Picture #1: Old various equipment*

*The Fire Department has stored various 30 to 40 year-old, worn out equipment that has no value. This equipment can be scrapped.*

##### *Picture #2: Old Holmatro Rescue Equipment (Jaws of Life)*

*This Holmatro Rescue Equipment is old and outdated. The Fire Department has upgraded rescue equipment through the years that has a stronger cutting force needed to cut newer and stronger vehicle body frames.*

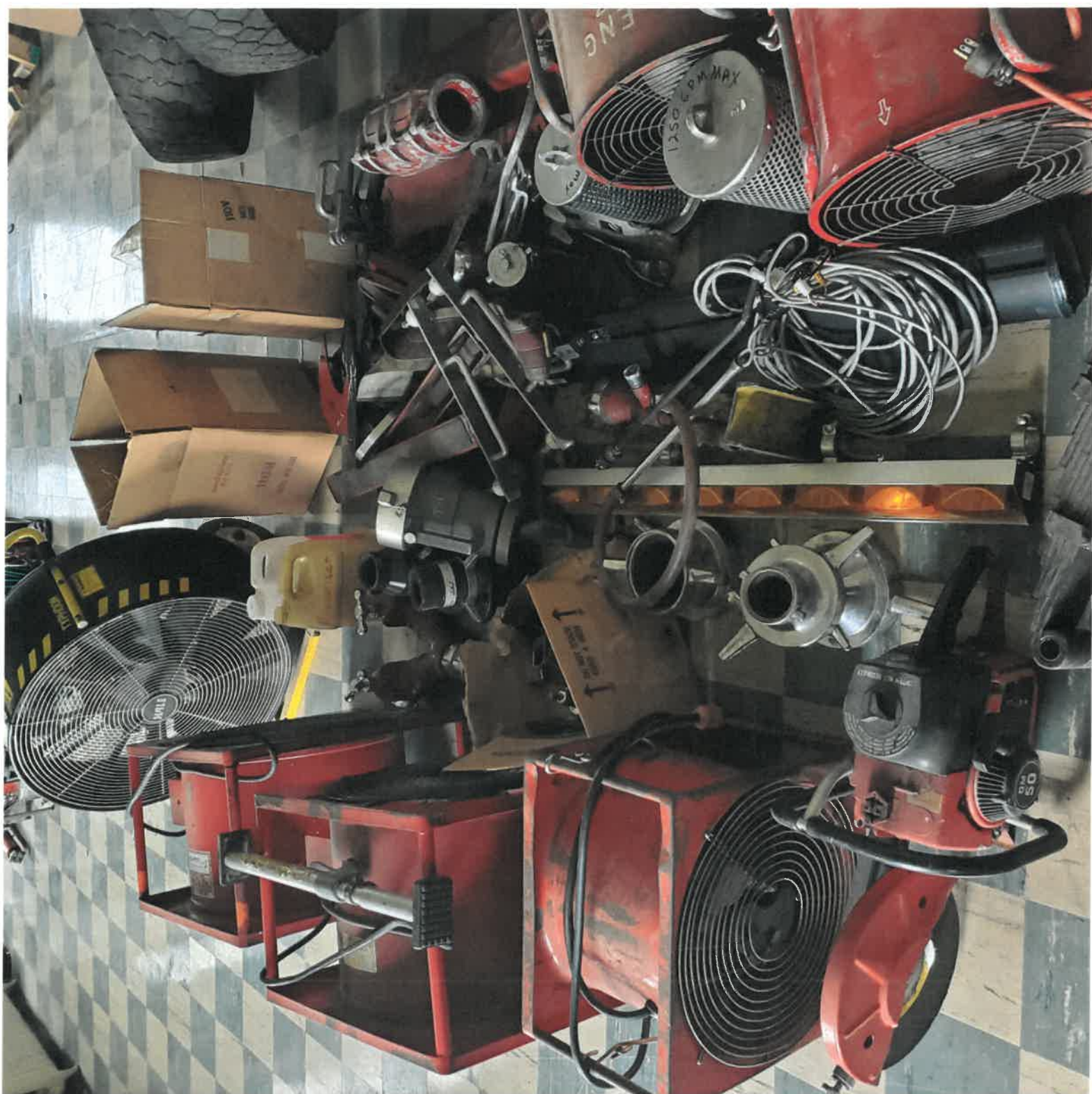
##### *Picture #3 Old Self-Contained Breathing Apparatus*

*25 air packs, 25 face pieces, 49 air cylinders that no longer meet NFPA 1981 standards and can be donated to international fire departments and companies that do not follow our national standards.*

#### *Amount of Award:*

#### *Budget number:*

#### *Grant, bond, etc. reference:*











**File Attachments for Item:**

. Order 27,025 - authorizing the City Comptroller to commit and pay \$20,000 a year for three (3) years to the Canal Place Concert Series Project

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

ORDER NO. 27,025

DATE: June 21, 2022

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

THAT, the City Comptroller be and is hereby authorized to commit and pay Twenty Thousand Dollars (\$20,000) per year for three (3) years to the Canal Place Concert Series Project.

---

**Raymond M. Morriss, Mayor**

→ Canal Place → A/E District



## Grant Application Deadline: June 30, 2022

Grant provides a 3-year, \$90,000 matching grant to create a 3-year concert series, 10 concerts per year, in small to mid-sized towns. The grant focus is to activate underutilized public spaces and provide free performance opportunities to increase community engagement.

Selected finalists must participate in an online, public voting process which will require partner support. A total of 10 cities nationwide will be selected for the AMP concert series.

### Location

Given the ongoing discussions surrounding the festival grounds at Canal Place, we believe it is best suited for the concert series, meeting the requirements of open lawn seating and accessibility to several areas of the community, to bicyclists, pedestrians, and the business community.

The series would require access to the festival grounds for a 10-week concert series annually which would take place between April and October.

### Partnership Roles

Allegheny Arts Council/Arts & Entertainment District of Cumberland is willing to take administrative lead on grant application and concert series management for the program if awarded.

FSU will provide support with contract management as needed, talent acquisition, and other possible support for the series.

Tourism will assist with promotion and marketing of the program.



**Financial Commitments:**

FSU: \$10,000 per year for 3-year series

AAC/A&E: \$5,000 per year for three-year series

Total: \$45,000 committed already

An additional \$45,000 of minimum commitment would be required to move forward, and this doesn't necessarily include production costs. Corporate sponsors are welcome, but would need to be identified and secured.

20 / - m.

**File Attachments for Item:**

. Order 27,026 - adopting a revised City of Cumberland Fund Balance Policy, effective June 21, 2022

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

ORDER NO. 27,026

DATE: June 21, 2022

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

THAT, the attached and revised City of Cumberland Fund Balance Policy be and is hereby adopted and effective June 21, 2022.

---

**Raymond M. Morriss, Mayor**

*Attachment – Revised Fund Balance Policy*

# Council Agenda Summary

*Meeting Date:* June 21, 2022

Key Staff Contact: Ken Tressler and Mark Gandolfi

*Item Title:*

City of Cumberland – Fund Balance Policy Revision

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

A revision to certain sections of the City's fund balance policy to address auditor comments that clarify the assignment of funds, better defines surplus, replaces "are" with "may" to provide less restrictive language, add the order of expenditure of funds (i.e., restricted, then unassigned or committed, then assigned, then unassigned) and remove outdated terms (i.e., designate and undesignated).



**City of Cumberland  
Fund Balance Policy  
Effective June 21, 2022**

**Purpose:**

For increased financial stability, the City of Cumberland desires to manage its financial resources by establishing fund balance ranges for selected funds. This will help ensure the City maintains a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls or unexpected one-time expenditures.

**Definitions:**

*Fund Balance* - ~~Fund balance means~~ the difference between fund assets and fund liabilities. ~~Fund balance is also referred to as net assets;~~

*Nonspendable fund balance* - amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund);

*Restricted fund balance* - amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation;

*Committed fund balance* - amounts constrained to specific purposes by a government itself, using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint;

~~*Assigned fund balance* – amounts intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed amounts; may be assigned by the governing body or by an authorized official;~~

~~*Assigned fund balance amounts a government intends to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority;*~~

*Unassigned fund balance* - amounts that are available for any purpose; these amounts are reported only in the general fund;

*Net Position*s –the difference between fund assets and fund liabilities. Net position is another term for fund balance;

*Unrestricted Net Position* - in proprietary funds is roughly equivalent to unassigned fund balance in governmental funds; however, in the case of proprietary funds unrestricted net position does not necessarily represent funds available for appropriation. This is due to the fact that some of the unrestricted net position offset capital assets such as buildings and equipment;

*Fund Balance Range* - the range of amounts this policy has set ~~within~~ which the City means to maintain the unassigned fund balance;

*Expenditure* - all uses of financial resources, budgeted for any purpose, and include operating and capital expenses, debt service, and transfers to other funds;

*Operating Expenditures* - uses of financial resources for personnel, supplies, services and materials, and exclude capital expenses, debt service, and transfers to other funds.

*Restricted Net Position* - amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation. Restricted net position is equivalent to restricted fund balance;

*Surplus* - an amount above the upper limit of the fund balance range for any fund.

*Shortfall* - an amount below the lower limit of the fund balance range for any fund.

### **Fund Balance Range:**

It is the goal of the City to achieve and maintain an ~~unreserved-unassigned~~ General Fund balance equal to 25.0% of expenditures. The City considers a balance of less than 5.0% to be cause for concern, barring unusual or deliberate circumstances. The amount set here is based on the predictability of revenues, volatility of expenditures, and liquidity requirements of the General Fund and may need to be reviewed periodically.

In ~~calculating-monitoring~~ the ratio of ~~undesignated-unassigned~~ fund balance ~~to proposed-expenditures~~, the current year budgeted expenditures will be compared with the prior year's unassigned fund balance by dividing the unassigned fund balance in the latest audited Comprehensive Annual Comprehensive Financial Report (CAFR)ACFR shall be compared with by the total budgeted General Fund expenditures in effect when the CAFR-ACFR is released. Further, when preparing the budget for the coming fiscal year, the projected unassigned fund balance shall be similarly compared with the proposed budget expenditures to identify the projected shortfall or surplus in unassigned fund balance. In essence this will mean the current year budgeted expenditures will be compared with the prior year's undesignated fund balance.

Unrestricted net position in proprietary funds does not necessarily represent resources available for appropriation. This is due to the fact that capital assets are included in proprietary funds and are offset in unrestricted net assets. Since it is not likely the organization will sell the capital asset in order to fund operations, its value is not available for appropriation. In order to take this into account when calculating the ratio related to the fund balance range, staff will identify the portion of unrestricted position that does not represent resources available for appropriation and consider the amount "~~designated~~committed".

#### **Fund Balance Plan:**

The attainment of the General Fund Balance Range will be ~~implemented~~achieved as operating funds allow ~~over~~during the upcoming fiscal years. It is recognized that the fiscal constraints and current economic environment ~~will~~may limit the City's ability to attain or maintain the desired fund balance. ~~The progress toward obtaining this desired fund balance will be gradual but directed.~~

#### **Maintenance:**

In the event that the ~~undesignated-unassigned~~ general fund balance is ~~so~~ calculated to be less than the policy ~~anticipates~~requires, the City shall plan to adjust budget resources in the subsequent fiscal years to restore the balance to the fund balance range. Except in extraordinary circumstances, ~~undesignated-unassigned~~ fund balance should not be used to fund any portion of the ongoing and routine year-to-year operating expenditures of the City. It should be used primarily to ~~insure adequate designated reserves, to~~ respond to unforeseen emergencies, to provide cash flow, and to provide overall financial stability.

#### **Assignment of Fund Balances:**

In the event that there is a need to assign a portion ~~a~~of fund balance for a specific expenditure or purpose, the authority ~~for to make the an~~ assignment of the fund balance shall be ~~designated by~~ the Comptroller's. Such assignment shall be submitted in writing to the City Administrator prior to the issuance of the ~~CAFR-ACFR~~ for the respective fiscal year.

#### **Order of Expenditure of Funds:**

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance are available, the City considers restricted funds to have been spent first.

When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the Mayor & City Council have provided otherwise in its commitment or assignment functions.

#### **Surplus:**

If it is determined there is a surplus in the fund balance (an amount above the upper limit of the fund balance range for any fund), the funds ~~are to~~may be ~~designated~~assigned, committed or appropriated for the following purposes in order of priority:

1. Eliminate shortfalls in related funds. Any General Fund surplus ~~shall~~may be

transferred to cover shortfalls within other Special Revenue Funds, other Governmental Funds or Proprietary Funds. Any Utilities ~~Operating~~ Fund surplus ~~shall may~~ be transferred to the General Fund ~~based on the percentage of retention~~ as determined by the City Comptroller, and approved by the City Administrator.

2. Reduction or avoidance of debt. If there is short-term debt within the fund, the surplus may be applied to reduce or eliminate the debt if financial analysis proves this to be advantageous for the City. If a borrowing is scheduled, the surplus may be used to reduce the principal amount the City needs to obtain if financial analysis proves this to be advantageous for the City.
3. Applied to a replacement program. Surplus funds may be used to supplement or enhance a capital replacement program such as vehicle, personal computer, or heavy equipment replacement, or any other capital replacement program initiated by the City.
4. One-time capital needs. Since a surplus does not represent a recurring source of revenue it should not be used to fund a recurring expense; however, if a one-time capital expenditure has been identified, but not already funded through an appropriation, the surplus may be appropriated for this use.
5. Tax, fee, or rate stabilization. Surplus funds may be ~~designated assigned,~~ ~~committed or appropriated for stabilization in order~~ to avoid raising taxes, fees, or rates related to the fund in subsequent years.

**Shortfall:**

If it is determined there is a shortfall (an amount below the lower limit of the fund balance range for any fund), the fund balance is to be rebuilt through the following mechanisms in order of priority:

1. Distribution of surplus from other related funds as delineated under "Surplus" category.
2. An appropriation ~~reduction~~ during the next annual budget process of at least 20% of the lower limit of the fund balance range until the lower limit has been reached. If this is financially infeasible, a plan to restore the fund balance to an amount within the range within a reasonable time frame. This plan may require reduction of services, increases in taxes, fees, or rates, or some combination thereof.

**Fund Creation:**

The authority for the management, creation and consolidation of existing and new funds is specifically delegated to the City Comptroller. The City Comptroller shall submit any change among the existing fund structure to the City Administrator for review. The consolidation of funds for reporting purposes shall be managed by the City Comptroller.



**Fund Balance Policy Amendments:**

Any amendments to this Fund Balance Policy shall be subject to the review and approval of the Mayor and City Council, upon the recommendation of the City Administrator and City Comptroller.

**Effective Date:**

This policy is effective ~~June 30, 2015~~ June 21, 2022. The implementation of this policy will be managed, recognizing that the desired fund balances will be achieved as funds become available and that this policy will be utilized as the ~~principle~~principal guide for obtaining the desired fund balances.



**City of Cumberland  
Fund Balance Policy  
Effective June 21, 2022**

**Purpose:**

For increased financial stability, the City of Cumberland desires to manage its financial resources by establishing fund balance ranges for selected funds. This will help ensure the City maintains a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls or unexpected one-time expenditures.

**Definitions:**

*Fund Balance* - the difference between fund assets and fund liabilities;

*Nonspendable fund balance* - amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund);

*Restricted fund balance* - amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation;

*Committed fund balance* - amounts constrained to specific purposes by a government itself, using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint;

*Assigned fund balance* – amounts intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed amounts; may be assigned by the governing body or by an authorized official;

*Unassigned fund balance* - amounts that are available for any purpose; these amounts are reported only in the general fund;

*Net Position* - the difference between fund assets and fund liabilities. Net position is another term for fund balance;

*Unrestricted Net Position* - in proprietary funds is roughly equivalent to unassigned fund balance in governmental funds; however, in the case of proprietary funds unrestricted net position does not necessarily represent funds available for appropriation. This is due to the fact that some of the unrestricted net position offset capital assets such as buildings and equipment;

*Fund Balance Range* - the range of amounts this policy has set which the City means to maintain the unassigned fund balance;

*Expenditure* - all uses of financial resources, budgeted for any purpose, and include operating and capital expenses, debt service, and transfers to other funds;

*Operating Expenditures* - uses of financial resources for personnel, supplies, services and materials, and exclude capital expenses, debt service, and transfers to other funds.

*Restricted Net Position* - amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation. Restricted net position is equivalent to restricted fund balance;

*Surplus* - an amount above the upper limit of the fund balance range for any fund.

*Shortfall* - an amount below the lower limit of the fund balance range for any fund.

**Fund Balance Range:**

It is the goal of the City to achieve and maintain an unassigned General Fund balance equal to 25.0% of expenditures. The City considers a balance of less than 5.0% to be cause for concern, barring unusual or deliberate circumstances. The amount set here is based on the predictability of revenues, volatility of expenditures, and liquidity requirements of the General Fund and may need to be reviewed periodically.

In monitoring the ratio of unassigned fund balance, the current year budgeted expenditures will be compared with the prior year's unassigned fund balance by dividing the unassigned fund balance in the latest audited Annual Comprehensive Financial Report (ACFR) by the total budgeted General Fund expenditures in effect when the ACFR is released. Further, when preparing the budget for the coming fiscal year, the projected unassigned fund balance shall be similarly compared with the proposed budget expenditures to identify the projected shortfall or surplus in unassigned fund balance.

Unrestricted net position in proprietary funds does not necessarily represent resources available for appropriation. This is due to the fact that capital assets are included in proprietary funds and are offset in unrestricted net assets. Since it is not likely the organization will sell the capital asset in order to fund operations, its value is not available for appropriation. In order to take this into account when calculating the ratio related to the fund balance range, staff will identify the portion of unrestricted position that does not represent resources available for appropriation and consider the amount "committed".

**Fund Balance Plan:**

The attainment of the General Fund Balance Range will be achieved as operating funds allow during the upcoming fiscal years. It is recognized that the fiscal constraints and current economic environment may limit the City's ability to attain or maintain the desired fund balance.

**Maintenance:**

In the event that the unassigned general fund balance is calculated to be less than the policy requires, the City shall plan to adjust budget resources in the subsequent fiscal years to restore the balance to the fund balance range. Except in extraordinary circumstances, unassigned fund balance should not be used to fund any portion of the ongoing and routine year-to-year operating expenditures of the City. It should be used primarily to respond to unforeseen emergencies, to provide cash flow, and to provide overall financial stability.

**Assignment of Fund Balances:**

In the event that there is a need to assign a portion of fund balance for a specific expenditure or purpose, the authority to make an assignment of the fund balance shall be the City Comptroller's. Such assignment shall be submitted in writing to the City Administrator prior to the issuance of the ACFR for the respective fiscal year.

**Order of Expenditure of Funds:**

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance are available, the City considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the Mayor & City Council have provided otherwise in its commitment or assignment functions.

**Surplus:**

If it is determined there is a surplus in the fund balance (an amount above the upper limit of the fund balance range for any fund), the funds may be assigned, committed or appropriated for the following purposes in order of priority:

1. Eliminate shortfalls in related funds. Any General Fund surplus may be transferred to cover shortfalls within other Special Revenue Funds, other Governmental Funds or Proprietary Funds. Any Utilities Fund surplus may be transferred to the General Fund as determined by the City Comptroller, and approved by the City Administrator.
2. Reduction or avoidance of debt. If there is short-term debt within the fund, the surplus may be applied to reduce or eliminate the debt if financial analysis proves this to be advantageous for the City. If a borrowing is scheduled, the surplus may be used to reduce the principal amount the City needs to obtain if financial analysis proves this to be advantageous for the City.

3. Applied to a replacement program. Surplus funds may be used to supplement or enhance a capital replacement program such as vehicle, personal computer, or heavy equipment replacement, or any other capital replacement program initiated by the City.
4. One-time capital needs. Since a surplus does not represent a recurring source of revenue it should not be used to fund a recurring expense; however, if a one-time capital expenditure has been identified, but not already funded through an appropriation, the surplus may be appropriated for this use.
5. Tax, fee, or rate stabilization. Surplus funds may be assigned, committed or appropriated to avoid raising taxes, fees, or rates related to the fund in subsequent years.

**Shortfall:**

If it is determined there is a shortfall (an amount below the lower limit of the fund balance range for any fund), the fund balance is to be rebuilt through the following mechanisms in order of priority:

1. Distribution of surplus from other related funds as delineated under "Surplus" category.
2. An appropriation reduction during the next annual budget process of at least 20% of the lower limit of the fund balance range until the lower limit has been reached. If this is financially infeasible, a plan to restore the fund balance to an amount within the range within a reasonable time frame. This plan may require reduction of services, increases in taxes, fees, or rates, or some combination thereof.

**Fund Creation:**

The authority for the management, creation and consolidation of existing and new funds is specifically delegated to the City Comptroller. The City Comptroller shall submit any change among the existing fund structure to the City Administrator for review. The consolidation of funds for reporting purposes shall be managed by the City Comptroller.

**Fund Balance Policy Amendments:**

Any amendments to this Fund Balance Policy shall be subject to the review and approval of the Mayor and City Council, upon the recommendation of the City Administrator and City Comptroller.

**Effective Date:**

**This policy is effective June 21, 2022.** The implementation of this policy will be managed, recognizing that the desired fund balances will be achieved as funds become available and that this policy will be utilized as the principal guide for obtaining the desired fund balances.

**File Attachments for Item:**

. Order 27,027 - authorizing the Mayor to execute a services agreement with Turnbull, Hoover & Kahl, P.A. for the provision of audit services for Fiscal Years 2022-2024 for the amounts not to exceed \$114,975 for Year 1, \$121,975 for Year 2, and \$128,975 for Year 3

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

ORDER NO. 27,027

DATE: June 21, 2022

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

THAT, the Mayor be and is hereby authorized to execute a service agreement with Turnbull Hoover & Kahl, P.A., for the provision of audit services for Fiscal Years 2022 through 2024 for the following yearly amounts not to exceed:

Year 1 .....	\$114,975.00
Year 2 .....	\$121,975.00
Year 3 .....	\$128,975.00

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**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: 06/21/2022

Key Staff Contact: Ken Tressler, Mark Gandolfi

*Item Title:*

Contract for Annual Audits – Fiscal Years 2022, 2023, 2024

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

In order to facilitate the execution of the FY 22 through FY 24 Annual Financial Statement Audit and Single Audit requirements for the period ended June 30, 2022 through June 20, 2024, it is necessary and desirable to enter into a contract with Turnbull, Hoover and Kahl.

*Amount of Award:*

*Budget numbers: Year 1: \$114,975, Year 2: \$121,975, Year 3: \$128,975*

*Grant, bond, etc. reference:*



David W. Turnbull, CPA  
Richard J. Hoover, CPA  
Bernard B. Kahl, CPA



217 Glenn Street, Suite 200  
Cumberland, Maryland 21502  
Phone: 301.759.3270  
www.thkcpas.com

May 23, 2022

Mayor and City Council and City Administrator  
City Hall  
57 N. Liberty Street  
Cumberland, Maryland 21502

We are pleased to confirm our understanding of the services we are to provide the City of Cumberland (the City) for the years ended June 30, 2022, June 30, 2023, and June 30, 2024.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the years ended June 30, 2022, June 30, 2023, and June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedule.
3. GASB-required Supplementary OPEB Information
4. GASB-required Supplementary Pension Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and we will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Combining and individual nonmajor fund financial statements.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Introductory Section
2. Statistical Tables

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

## **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of your accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, if material, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition

Modifications may be made to this initial risk assessment. Any modifications to this risk assessment will be communicated to you.

Our audit of financial statements does not relieve you of your responsibilities.

#### **Audit Procedures – Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters

that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

## **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grants agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general ledger and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards, federal award programs; compliance with laws, regulations, contracts and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition,

you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grants agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards, take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings, promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review three months prior to the completion of our audit.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report

copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Turnbull, Hoover & Kahl, P.A., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Turnbull, Hoover & Kahl, P.A. is not involved, you agree to clearly indicate in the exempt offering document that Turnbull, Hoover & Kahl, P.A. is not involved with the contents of such offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

### **Engagement Administration, Fees, and Other**

We understand that your employees will locate any documents selected by us for testing. In addition, we will require certain personnel provide information requested in various PBC (prepared by client) schedules. These schedules will consist primarily of various account analysis and reconciliations. We request that all adjustments known to City personnel be supplied to us as soon as possible after the end of the accounting period.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing



privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Turnbull, Hoover & Kahl, P.A. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to your cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Turnbull, Hoover and Kahl, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide to distribute the copies or information contained therein to others, including other governmental agencies. Our time to comply with these reviews or requests will be billed to you at our standard hourly rates plus out of pocket expenses incurred.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by your cognizant or oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Richard J. Hoover is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these audit services will be \$85,250, \$92,250, and \$99,250 for fiscal years 2022, 2023 and 2024, respectively, plus any out of pocket costs we might incur from your third party service providers. Interim billings will be submitted as work progresses and costs are incurred and are payable within thirty days. The audit fee is based on the following assumptions: timely cooperation from your personnel, your personnel preparing complete and accurate financial statements with related schedules and notes (we will provide the requested number of audit opinions), your personnel duplicating and binding the financial statements, minimal audit adjusting entries being required, the City having only one major federal program required to be tested during single audit testing, the fund financial statements presenting no more than four major funds, expanded audit testing not being required because of the condition of the accounting system and records or implementation of new accounting systems, substantial consultations from your personnel not being required and that unexpected or unusual circumstances or transactions will not be encountered during the audit. Our fee for assistance with the preparation of the financial statements and related notes, for implementation of any new auditing or accounting standards, and for any additional time necessary as a result of the aforementioned items, will be billed at the following hourly rates for each fiscal year

	FY22	FY23	FY24
Principal	\$ 230	\$ 235	\$ 240
Manager	\$ 185	\$ 190	\$ 195
Supervisor	\$ 165	\$ 170	\$ 175
Senior Staff	\$ 150	\$ 155	\$ 160
Junior Staff	\$ 125	\$ 130	\$ 135
Secretarial	\$ 50	\$ 50	\$ 50

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the contract period. Our 2021 peer review report accompanies this letter.

Our audit engagement ends on delivery of our audit opinion. Any follow-up services that might be required during that fiscal year will be a separate, new engagement. The terms of this letter will continue in effect for any subsequent audit engagements referred to in the first paragraph.

To ensure that Turnbull, Hoover & Kahl, P.A.'s independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

## **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City of Cumberland. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Kindest regards,

Turnbull, Hoover & Kahl, P.A.

RESPONSE:

This letter correctly sets forth the understanding of the City of Cumberland.

By: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: City Administrator

Date: \_\_\_\_\_



313 Second St.  
Marietta, OH 45750  
740.373.0056

1907 Grand Central Ave.  
Wenna, WV 26105  
304.422.2203

150 West Main St.  
St. Clairsville, OH 43950  
740.695.1569

1310 Market Street, Suite 300  
Wheeling, WV 26003  
304.292.1356

749 Wheeling Ave., Suite 300  
Cambridge, OH 43725  
740.435.3417

## Report on the Firm's System of Quality Control

September 30, 2021

To the Owners of Turnbull, Hoover & Kahl, P.A. and the Peer Review Committee of Coastal Peer Review Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Turnbull, Hoover & Kahl, P.A. (the firm) in effect for the year ended March 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and audits of employee benefit plans.

Tax - Accounting - Audit - Review - Compilation - Agreed Upon Procedure - Consultation - Bookkeeping - Payroll - Litigation Support - Financial Investigations  
Members: American Institute of Certified Public Accountants  
• Ohio Society of CPAs • West Virginia Society of CPAs • Association of Certified Fraud Examiners • Association of Certified Anti-Money Laundering Specialists •

Our firm and its members are not independent auditors. We are not responsible for the accuracy of the information and calculations reported and the quality of the work performed by the firm or its members. We are not responsible for the accuracy of the information and calculations reported and the quality of the work performed by the firm or its members. We are not responsible for the accuracy of the information and calculations reported and the quality of the work performed by the firm or its members.

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**Required Selections and Considerations (Continued)**

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Turnbull, Hoover & Kahl, P.A. in effect for the year ended March 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Turnbull, Hoover & Kahl, P.A. has received a peer review rating of *pass*.



Perry & Associate CPAs, A.C.  
Marietta, Ohio

**File Attachments for Item:**

. Order 27,028 - authorizing the City Administrator to execute all FY23 Employment Agreements for part-time employees

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

ORDER NO. 27,028

DATE: June 21, 2022

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

**THAT**, the City Administrator be and is hereby authorized to execute all FY23 Employment Agreements for part-time employees of the City of Cumberland.

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**Mayor Raymond M. Morriss**

**File Attachments for Item:**

. Order 27,029 - authorizing the City Administrator to execute all Seasonal Employment Agreements for the 2022 spring/summer season



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

ORDER NO. 27,029

DATE: June 21, 2022

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

**THAT**, the City Administrator be and is hereby authorized to execute all Seasonal Employment Agreements for the 2022 spring/summer season; and

**BE IT FURTHER ORDERED**, that said agreements shall not exceed six (6) months from the date of execution.

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**Mayor Raymond M. Morriss**

**File Attachments for Item:**

. Order 27,030 - authorizing execution of Outdoor Dining Leases for the use of the public right-of-way for outside cafe dining for one (1) year with Mezzos, City Lights American Grill and Bar, Embassy Theater Corp., Uncle Jack's Pizzeria and Pub, and Baltimore Street Grill

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

ORDER NO. 27,030

DATE: June 21, 2022

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

**THAT,** the Mayor be and is hereby authorized to execute Outdoor Dining Lease Agreements by and between the Mayor and City Council of Cumberland and:

Coachs Entertainment Enterprises, LLC t/a Mezzos

Shafco t/a City Lights American Grill and Bar

Embassy Theater Corporation

Uncle Jack's Pizzeria and Pub

Baltimore Street Grill

detailing terms for the use of the public right-of-way immediately in front of and adjacent to each property for outside café dining for a one (1) year term effective June 1, 2022 through May 31, 2023.

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**Raymond M. Morriss, Mayor**