



# Mayor and City Council of Cumberland

*Mayor* Raymond M. Morriss  
*Councilman* Richard J. "Rock" Cioni  
*Councilman* Eugene T. Frazier  
*Councilman* James L. Furstenberg  
*Councilwoman* Laurie P. Marchini

City Administrator Jeffrey F. Silka  
City Solicitor Michael Scott Cohen  
City Clerk Allison K. Layton

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## AGENDA

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

DATE: August 15, 2023

### OPEN SESSION – 6:15 PM

#### Pledge of Allegiance

#### Roll Call

#### Statement of Closed Meeting

1. Summary Statement of the Closed Meetings held August 8 and August 15, 2023

#### Presentations

1. Presentation of the 2023 Let's Beautify Cumberland Blue Ribbon Award Winners
2. Recognition of Firefighter/EMT-B Nicholas D. Green, Firefighter EMT-B Jamison C. Bender and Firefighter EMT-B Tyler M. Thomas on their successful completion of Firefighter Recruit Training approved by the Maryland Fire and Rescue Institute
3. Presentation of the 2022 Annual Report of the Planning and Zoning Commission to allow for comment and evaluation by the Mayor and Council
4. Recognition of Lt. Korey Rounds for his recent graduation from the Northwestern University Center for Public Safety School of Police Staff and Command, an intensive leadership and management education program that helps prepare experienced law enforcement professionals for success in senior command positions

#### Director's Reports

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

1. Administrative Services Monthly Report for July 2023

##### (B) Engineering

1. Engineering Division Monthly Report for July 2023

**(C) Public Works**

- [1.](#) Maintenance Division Monthly Report for July 2023

**(D) Fire**

- [1.](#) Fire Department Monthly Report for July 2023

**(E) Police**

- [1.](#) Police Department Monthly Report for July 2023

**Approval of Minutes**

- [1.](#) Approval of the Work and Regular Session Minutes of July 18, 2023, and the Closed and Work Session Minutes of August 8, 2023

**Public Comments – FOR AGENDA ITEMS ONLY**

All public comments are limited to 5 minutes per person

**New Business**

**(A) Resolutions**

- [1.](#) R2023-03 - (*1 reading only*) - granting the Western Maryland Scenic Railroad Corporation, Inc. a property tax credit for the 2023-2024 tax year, as provided for by Section 9-302(b)(4) of the Tax Property Article of the Annotated Code of Maryland

**(B) Ordinances**

- [1.](#) Ordinance 3964 (*1st, 2nd and 3rd readings*) - authorizing the amendment of Ordinance No. 3961 transferring 332 N. Mechanic and 400 N. Mechanic Street to the Allegany County Historical Society for the purchase price of \$156,000 by adding 402 N. Mechanic Street to the parcels being sold
- [2.](#) Ordinance 3965 (*1st reading*) - amending the City of Cumberland Zoning Ordinance (Chapter 25 of the Code) for the purpose of adopting regulations pertaining to short-term rentals in the City of Cumberland

**(C) Orders (Consent Agenda)**

- [1.](#) Order 27,285 - authorizing Triton Construction, Inc. to begin work on the Baltimore Street Access Project (City Project 12-16-M) with no noise limitations beginning at 6:00 a.m., Monday through Friday and beginning at 6:00 a.m. on Saturdays and Sundays with prior approval from the City Engineer
- [2.](#) Order 27,286 - authorizing Change Order No. 1 of an additional \$10,000 added to the Sole Source contract with AquaLaw for legal assistance with extending the City's 1998 Consent Order issued by the MDE to address CSOs, with the additional cost being split evenly between Frostburg, Cumberland, Allegany County, and LaVale, and is based on an Engineer's estimate to complete the first phase of negotiations with MDE
- [3.](#) Order 27,287 - authorizing the execution of Change Order No. 1 to Operation and Maintenance of the Heat Drying Facilities for Sludge Processing to inform and update the

yearly cost of the 15-year contract to its current pricing for FY24 of \$1,005,000, increasing the original order by \$622,900

- [4.](#) Order 27,288 - authorizing the installation of sprinkler taps and fiber conduit lines by Triton Construction to certain Baltimore Street properties who have opted into this service during the Baltimore Street Access project (City Project 12-16-M), utilizing a Community Legacy grant of \$150,000, in the not-to-exceed amount of \$48,855
- [5.](#) Order 27,289 - rescinding Order No. 26,948, originally approved on February 1, 2022 and appointing Kevin Thacker, the City's Code Compliance Manager as the Zoning Administrator
- [6.](#) Order 27,290 - authorizing the City Administrator to begin the planning and design of the Cumberland Skate Park and authorizing the allocation of \$325,000 for this Capital Projects Fund project, funded by the General Fund.
- [7.](#) Order 27,291 - authorizing new parking rates for City lots and garages, effective ninety (90) days after passage of this Order
- [8.](#) Order 27,292 - authorizing the City Administrator to enter into a three year contractual agreement with ParkMobile for On-Demand parking transactions
- [9.](#) Order 27,293 - eliminating the two (2) courtesy warnings for various parking violations and allowing Parking Enforcement Officers to issue citations to vehicles in violation
- [10.](#) Order 27,294 - accepting the Allegany County Commissioners fuel contract of Inventory Gasoline and Diesel Fuel from Stuck Enterprises, Inc. (dba Bedford Valley Petroleum & Propane) for an amount not-to-exceed \$345,000, piggy-backing off the County Commissioners' contract, in accordance with City Code Section 2-171(c)
- [11.](#) Order 27,295 - authorizing the execution of a Donation Agreement with Cassandra King for real property at 220 N. Lee Street, Tax ID #06-022790, for the sum of \$1
- [12.](#) Order 27,296 - amending the CDBG-CV 2020 Annual Action Plan to move unused CARES ACT funds to the Constitution Park Playground Project for removal of outdated playground equipment and installation of new safe equipment to Grove 1 playground, to create a safe outdoor space for children to enjoy in preparation for any future possible pandemics, in response to the need for outdoor spaces identified during the Covid-19 pandemic
- [13.](#) Order 27,297 - rescinding Order 27254 approved on June 20, 2023, due to a misstated purchase amount, and accepting the contract renewal with Link Computer Corporation for the renewal of the MuniLink Utility Billing System for a one-year term retroactive to June 1, 2023 in the amount not-to-exceed \$44,829.12

- [14.](#) Order 27,298 - authorizing the Sole Source purchase of the City's annual amount of water meters and smartpoints from L/B Water Service in the amount not-to-exceed \$350,000 for the entire fiscal year
- [15.](#) Order 27,299 - authorizing the Chief of Police to accept the FY24 Police Recruitment and Retention Grant in the amount of \$20,000 awarded by the Governor's Office for Crime Control and Prevention (GOCCP) which recognizes the state-wide shortage of police candidates and has offered funds to help local agencies recruit and retain police officers
- [16.](#) Order 27,300 - authorizing the Chief of Police to accept the FY24 Maryland Center for School Safety (MCSS) School Resource Officer (SRO) grant in the amount of \$49,980, funding adequate police coverage in and around our city's schools, and for overtime support
- [17.](#) Order 27,301 - accepting a FY23 Passages of the Western Potomac Heritage Area (PWPHA) Mini Grant in the amount of \$5,000 for the Cumberland Winter Festival and Market
- [18.](#) Order 27,302 - accepting the proposal from Amazon Web Services for FY24 cloud-based computing services in the not-to-exceed amount of \$36,000
- [19.](#) Order 27,303 - authorizing the Sole Source purchase from Axon Enterprise, Inc. in the amount of \$43,935.83 for the purchase of 52 yellow X7 Tasers, per year through 2027, to include the costs of all cartridges, batteries, holsters, evidence storage and downloading device
- [20.](#) Order 27,304 - authorizing the Chief of Police to accept the FY24 State Aid for Police Protection Fund grant in the amount of \$728,575, to be used exclusively to provide adequate police protection in the qualifying municipality of Cumberland, Maryland
- [21.](#) Order 27,305 - authorizing the execution of Change Order No. 1 to "Baltimore Street Access Project" (12-16-M) for additional manhole structures not specified in the original contract in the amount of \$98,775, bringing the new contract amount not to exceed \$14,737,275
- [22.](#) Order 27,306 - authorizing execution of a Certificate of Satisfaction acknowledging that the Second Deed of Trust dated January 11, 2018, granted by Howard M. Bohn and Mary Kathleen Bohn to Michael Scott Cohen, Trustee for the benefit of the Mayor and City Council of Cumberland (Allegany County Land Records Book 2355, page 152), has been fully paid and the lien is hereby released

## **Public Comments**

All public comments are limited to 5 minutes per person

## **Adjournment**



**File Attachments for Item:**

2. Recognition of Firefighter/EMT-B Nicholas D. Green, Firefighter EMT-B Jamison C. Bender and Firefighter EMT-B Tyler M. Thomas on their successful completion of Firefighter Recruit Training approved by the Maryland Fire and Rescue Institute

# Council Agenda Summary

Meeting Date: August 15, 2023

Key Staff Contact: Fire Chief W. Shannon Adams

*Item Title:*

Recognition of Firefighter/EMT-B Nicholas D. Green, Firefighter/EMT-B Jamison C. Bender, and Firefighter/EMT-B Tyler M. Thomas on their successful completion of Firefighter Recruit Training approved by the Maryland Fire and Rescue Institute

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

These firefighters will be presented certificates and receive their uniform badges.

Badges will be pinned by respective family members (TBA).

Chief Adams will provide a brief bio for each firefighter during the presentation.

*Amount of Award:*

*Budget number:*

*Grant, bond, etc. reference:*

**File Attachments for Item:**

3. Presentation of the 2022 Annual Report of the Planning and Zoning Commission to allow for comment and evaluation by the Mayor and Council

CITY OF  
CUMBERLAND  
MARYLAND  
DEPARTMENT OF COMMUNITY DEVELOPMENT

Office of the Secretary  
Maryland Department of Planning  
Attn: David Dahlstrom, AICP  
301 W. Preston St.  
Baltimore, Maryland 21201-2305

Re: Annual Report Calendar Year 2022

Dear Mr. Dahlstrom:

The City of Cumberland Planning and Zoning (Commission/Board) approved the following annual report for the reporting year 2022 as required under [§1-207\(b\)](#) and [§1-208\(c\)\(1\)\(i\) and \(c\)\(3\)\(ii\)](#) of the Land Use Article on May 22, 2023. In addition, this report has been filed with the local legislative body.

1. Number of new Residential Permits Issued inside and outside of the Priority Funding Area (PFA):

Table 1: New Residential Permits Issued  
Inside and Outside the Priority Funding Area (PFA)

Residential – Calendar Year 2022	PFA	Non - PFA	Total
# New Residential Permits Issued	2	0	2

**MAYOR**  
RAYMOND M. MORRISS

**COUNCIL**  
RICHARD J. CIONI, JR.  
EUGENE T. FRAZIER  
JAMES L. FURSTENBERG, III  
LAURIE P. MARCHINI

**CITY ADMINISTRATOR**  
JEFFREY F. SILKA, ICMA-CM

**CODE COMPLIANCE  
MANAGER**  
KEVIN R. THACKER

2. Is your jurisdiction scheduled to complete and submit to Planning a 5-Year Mid-Cycle comprehensive plan implementation review report this year? If yes, please submit the 5-Year Report as an attachment. Y ☐ N ☒

*Note: To find out if your jurisdiction is scheduled to submit this report, please consult the Transition Schedule section located at:*  
<https://planning.maryland.gov/pages/OurWork/compPlans/ten-year.aspx>

3. Were there any growth-related changes, including land use changes, zoning ordinance changes, rezonings, new schools, changes in water or sewer service, or municipal annexations that changed municipal and unincorporated boundaries? If yes, please list the annexation resolution(s), describe or attach a map of the changes, and provide a description of consistency of internal, state or adjoining local jurisdiction plans. Y ☒ N ☐

- ZTA22-000002-Allowing dwelling/mixed use buildings in the zone.



MEMBER MARYLAND  
MUNICIPAL LEAGUE (MML)

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

- ZMA22-000002- Change the intersection of Seton Drive and Pinecrest Drive on the southeast corner from R-S (Residential Suburban) to B-L (Business-Local)

4. Did your jurisdiction identify and/or implement any recommendations for improving the planning and development process within the jurisdiction? If yes, please describe.

Y ☐ N ☒

5. Are there any issues that MDP can assist you with in 2023? If yes, please describe. Y ☐ N ☒

6. Have all members of the Planning (Commission/Board) and Board of Appeals completed an educational training course?

Y ☒ N ☐

Sincerely,



Kevin Thacker  
Community Development Manager



# ANNUAL REPORT OF THE CUMBERLAND PLANNING COMMISSION

**CY2021: January 1 – December 31, 2022**

*Adopted by the Cumberland Planning Commission on May 22, 2023*

## **I. Introduction**

The Land Use Articles of the Annotated Code of Maryland (formerly known as Article 66B) requires that every local Planning Commission prepare and Annual Report to assess development activity and public facility changes over the past year and assess their consistency with adopted plans for the local government, adjoining local governments, and state agencies that provide funding assistance for the City's public facility improvements. The reporting requirements were expanded in 2009 by the Maryland General Assembly to include requirements for local governments to establish a specific percentage goal to increase the percentage of new development located within the local government's Priority Funding Area and to report on a series of "performance measures" to demonstrate the community's progress in concentrating growth and development. An additional legislative change adopted in 2014 requires that a report on the implementation status of adopted Comprehensive Plan initiatives to be included in an annual report not more than five years after adoption or update, which would be the 2018 Annual Report for the 2013 Comprehensive Plan. These new requirements are all codified in the Land Use Article. The New Law exempts municipalities from the additional (2009) reporting requirements where all of the land in the municipality is located within a Priority Funding Area and where the municipality issues fewer than 50 building permits for "new residential units" in the reporting year. According to the 2010 determination by the Maryland Department of Planning, eligibility for this reporting exemption is based on the actual number of permits issued regardless of the number of dwelling units that were permitted by each permit.

In Cumberland, all of the City's area is located within a Priority Funding Area. Consequently, the City is not required to establish a specific percentage goal to increase the percentage of new development located within the City's Priority Funding Area, in accordance with the Land Use Articles. In regard to the second reporting exemption criterion, the City issued 2 building permits for 14 new residential unit in 2022. Therefore, the City of Cumberland is exempt from the additional reporting requirements added to the Land Use Articles of the Annotated Code of Maryland in 2009.

Once prepared by the Planning Commission, the report and its recommendations must be filed with and presented to the local Legislative Body, which may direct actions necessary "to ensure that the Annual Report be made available for public inspection, and that a copy must be mailed to the Secretary of the Department of Planning. This report shall fulfill the aforementioned Annual Report requirements for the City of Cumberland.

## **II. Development Activity**

### **A. Construction & Occupancy Permits**

To evaluate construction activity during 2022, staff reviewed all building, demolition, and occupancy permits issued over the calendar year. Permits issued for minor alterations, outbuildings (such as storage sheds or garages in support of an existing primary use structure), building additions (that did not result in new residential units or independent business spaces), and repairs were ignored in the analysis. Only building and occupancy permits that resulted in the construction of new residential units or nonresidential units were included in the inventory. These permits represent development activity that added new capacity to the City, rather than building renovations and minor additions or changes in use from one commercial use to another.

When evaluating permit data, it is important to understand that a considerable time lag can occur between the issuance of a building permit to begin construction and an occupancy permit to occupy a completed building. This time lag can range from six months for a typical single-family home when work begins at the start of the seasonal construction period to several years for a major project that is built in phases or is delayed by unanticipated site conditions, financing interruptions, or difficulties securing building supplies and/or unfavorable weather interruptions. Consequently, only a small number of the occupancy permits issued in any given fiscal year may be for buildings that received a building permit in the same fiscal year.

A tally of the 2022 permits that fall within these criteria shows that the City issued 2 building permits for new residential construction. Consequently, the total reported value of the new residential unit building permits issued in 2022 was approximately \$1,725,000.00 (assuming the reported pre-construction value figures were accurate).

The City's permit record also shows that a total of 15 demolition permits (removing a total of 14 residential dwelling units from the housing stock) were issued in 2022. When these numbers are subtracted from the number of building permits issued there is a net of zero housing units lost or gained in the City of Cumberland.

There were 25 building permits issued in 2022 for new non-residential construction. The permits issued in 2022 were for new commercial use and they were valued at 7,369,177.00.

### **B. Subdivision Plats**

There was 3 minor Subdivisions approved by the City of Cumberland in 2022. That included 1 lot line adjustment and 2 minor subdivisions of less than 5 lots.

### **III. Regulatory Amendments & Annexations**

The Planning Commission reports that there were 2 regulatory actions was completed during 2022. There was 1 Zoning Map Amendment and 1 Zoning Text Amendment initiated and completed in 2022. Additionally, there were 1 Zoning Map Amendment in 2021, 2 in 2020, 1 in 2019, and 1 in 2018.

#### **A. Comprehensive Plan Amendments**

There were no comprehensive plan amendments in 2022, 2021, 2020, 2019, or 2018. The Planning Commission initiated an Economic Development Chapter Amendment to the 2013 Comprehensive Plan in 2015 that was eventually adopted by the Mayor and City Council in June 2016. The nature of the amendment was to summarize economic development policy changes resulting from the 2014 Strategic Economic Development Plan and to recognize that document as a stand-alone supplement to the 2013 Comprehensive Plan. The original 2013 Comprehensive Plan update was completed on December 17, 2013 with the adoption of the City-Wide Element, which was the second and final volume of the plan. The City-Wide Element addressed the local issues and needs raised in the Neighborhood Element (which was adopted in 2012), contained the city's long-range planning and development policies, and addressed the legal planning requirements of the Land Use Article of the Annotated Code of Maryland.

#### **B. Zoning Text Amendments**

There was 1 Zoning Text Amendments completed in 2022. ZMA22-000002 was submitted on behalf of the City of Cumberland by Jeff Silka, City Administrator. They filed an application to add the following verbiage to the R-O zone in the City of Cumberland.

(5) *Residential-Office (R-O)*. The purpose of this district is to provide areas appropriate for the harmonious mixing of residential and non-residential uses, and to provide for higher density residential development in a variety of housing types. Dwelling units/mixed uses are consistent with this purpose and, perhaps, necessary for its fulfillment.

#### **C. Zoning Map Amendments**

There was 1 Zoning Text Amendments completed in 2022. ZMA22-000002 was submitted on by Andrea Emerick, on behalf of MVP Counseling Services. They filed an application to rezone property at the southeast corner of Seton Drive and Pinecrest Drive (Tax Account ID # 01-



06010776) from the current R-S, Suburban Residential Zoning Designation to B-L, Local Business.

The subject property lies immediately adjacent to property owned by UPMC Western Maryland and is currently zoned B-L, Local Business. The property also lies adjacent to property owned by Barbara Bingham and is currently zoned as R-U, Urban Residential. The property is currently owned by Mary Lane Real state Corporation, but it is the intent of the contract purchaser, if the proposed zoning change is granted, to construct an office building designed to house the counseling facilities to be operated by the contract purchaser.

#### **D. Subdivision Regulation Amendments**

There was 3 Subdivision Regulation Amendment approved in 2022. SPR22-000001 was for a lot line adjustment that corrected the lines between 2 properties at 627 Columbia Ave. SPR22-000002 and SPR22-000003 are minor subdivisions that created 2 lots from 1. SPR22-000002 was located at 1900 Durham Dr. and SPR22-000003 was located at 212 Valley St.

#### **E. Annexations**

- 1 Annexation was initiated in 2022. This is for the Burgmeier's Transfer Station located on Ali Ghan Rd. The annexation is scheduled for completion in 2023.

### **IV. Infrastructure Improvements/Extensions**

#### **A. Street Improvements**

The City constructed zero new public roads in 2022. The City performed 2.33 miles of road improvements that consisted of complete rehabilitations, overlays and chip sealing. The following roads were repaired in 2022: Arnett Terrace, South Central Street, Charles Street, Davidson Street, Decatur Street, Dunbar Drive, Fairmont Avenue, Footer Place, Fulton Street, Glenn Street, James Street, Locust Street, Lynn Street, Pine Avenue, Reynolds Street, Ridge Terrace, Ritchie Street, Robbins Terrace, Thompson Avenue and Wood Street.

ADA improvements were made in conjunction with Columbia Gas work and City projects. The City executed a projects to replace existing non-compliant ADA ramps at the intersections of Queen City Drive and Frederick St & Bedford Street Extended, as well as at Altamont Terrace. The City performed design work to support ADA facilities for both the Baltimore Street Bridge and Baltimore Street Access projects. Under City supervision, Columbia Gas installed new ADA facilities at Virginia Avenue, Lafayette Street, King Street, Bowen Street, Offut Street, Elder Street, Humbird Street, East Mary Street, Potomac Street and East Roberts Street.

The City resumed design work on the federally-funded Baltimore Street and Cumberland Street Bridges. The Baltimore Street Bridge was formerly rededicated as the Casper R Taylor Bridge which will become official when bridge construction is completed in 2024. Baltimore Street

Bridge was publicly solicited in 2022 and awarded to Carl Belt Inc. Construction began in February of 2023 and is forecast to be completed in 2024. The Cumberland Street Bridge continued to be designed in 2022 with an expectation that construction will begin in 2024.

In 2022, no design work was performed for either the Fayette Street Bridge or Washington Street Bridge. The City assumed ownership of the Fayette Street Bridge in 2022 in order to apply for federal Bridge Replacement Funds which was awarded in February of 2023 via a Federal Earmark. The City solicited design services for repairs to the McMullen Bridge to perform basic repairs using State Aid Funds.

The City completed design work on the Baltimore Street Access project and publicly solicited the project in the fall of 2022. The project was awarded to Triton Construction and is expected to be completed in the fall of 2024.

### **B. Water Extensions/Improvements**

Five waterline replacement projects were initiated in 2021. A replacement of 300' of 10" waterline on Howard Street was initiated and completed in June and included the replacement of 1 fire hydrant. The replacement of 600' of 4" waterline and 2 new fire hydrants on N. Lee Street was initiated and completed in October. Additionally, the water department initiated a major improvement on Fayette Street in August which involves the replacement of 3200' of 6" piping, 90 house taps, and 6 new fire hydrants. This project was postponed through the winter and completion is expected in May 2022. The other two projects initiated in 2021 consist of the replacement of the 20" water main on Route 220. The water line from I-68 to the State Prison is currently owned by the city and discussions are being held between the City and County to partner on the project or transfer the asset to the County. The final project initiated in 2021 is the water main replacement and street repair on Fayette Street. Construction began mid-October and will take multiple months to complete.

One new waterline replacement project was undertaken in 2020 to replace the waterline along South Street from Oldtown Road to Industrial Blvd. Planning for the project began in the late spring of 2020, work began in August, and the project was completed in September. The waterline replacement project consisted of the installation of 3000 feet of an 8" waterline with 90 house service taps and the installation of 8 new fire hydrants. No new waterline extensions were undertaken in 2019 or 2018. Two major waterline improvements were undertaken in 2017. These projects consisted of the replacement of the 12" waterline at the Route 51 Bridge and the replacement of the Decatur Street 24' cross-town water main. There was also one major waterline improvement undertaken in 2016, which consisted of the 12" waterline along Willowbrook Road. At the time of this report, all of these projects are complete.

### **C. Sewer Extensions/Improvements**

There were no major sewer line extensions or improvements initiated in 2021, 2020, 2019, 2018 or 2017. During 2021, the City continued its work to expand storm water storage capacity as part of the Combined Sewer Overflow project, initiated in 2010, (which involved the planned addition of a storage and handling facility at the City's Wastewater Treatment Plant). This project was completed in January 2021. In other efforts to expand Combined Sewer Overflow, the replacement of the CSO line connecting Evitts Creek Pump Station that parallels the Canal Towpath is still in the design phase. This project has been complicated because of the location of the sewer lines deep under the CSX Yards. City staff has been working with consultants at WRA, LLP, who have developed a preliminary schedule for the project and is working with CSX to obtain a Right of Entry permit

#### **D. Other Public Facility Improvements**

There were no other significant public facility improvement efforts initiated in 2022, 2021, 2020, or 2019.

### **V. Consistency Assessment**

#### **A. Consistency Between Infrastructure Improvements & Development Activity**

All the development activity that was permitted and undertaken during 2022 occurred within the City's Priority Funding Area and in areas where adequate infrastructure capacity was determined to exist. All development activity also occurred within areas designated as Septic System Tier 1 (served by municipal sewer) on the City's adopted SD 236 Septic System Tier Map. This map appears in the appendix of the City's 2013 Comprehensive Plan.

Overall residential development during the year resulted in a net of 0 increase in residential units. The lack of any new major subdivisions over the past few years suggests that the City can expect few residential building permits to be issued in outlying years. 25 new commercial building permit was issued in 2022, and 4 was located inside the Central Business District.

#### **B. Consistency with Adopted Plans**

All development activity permitted in 2022 occurred in areas of the City of Cumberland where such activity was permitted by current zoning. These developments were approved as consistent with the 2013 Comprehensive Plan (conceptual future land use map), and were located within the City's Priority Funding Area. As part of the adopted 2013 Comprehensive Plan, the City established a desired population growth rate of up to 15% over a twenty-year planning horizon. The potential population impacts from development activity approved and permitted within the City of Cumberland would not exceed that rate of growth.

The City's major infrastructure improvement projects undertaken in 2021 are all specifically recommended by or otherwise consistent with the City's Comprehensive Plan and supporting documents. These improvements resulted in little or no additional infrastructure capacity, which is to commensurate with the level of development activity that occurred within the City in recent years.

#### **C. Consistency with Adjoining Government Plans**

In 2014, Allegany County completed the process of adopting a major update of its 2002 Comprehensive Plan. The development activity permitted in the City during 2021 was not incompatible with the County's 2014 Comprehensive Plan.

#### **D. Consistency with State Financing Agency Plans**

All of the major infrastructure improvements undertaken in 2021 involved State and/or Federal support. These projects were determined to be in compliance in order to receive funding. All infrastructure improvements undertaken in 2022 were located within the City's Priority Funding Area.

#### **E. Consistency with Recommendations from Previous Annual Report**

The last Annual Report prepared by the City's Planning Commission and Staff covered calendar year 2020. Most of the infrastructure projects initiated or undertaken in 2021 were continuations or projects discussed in the 2020 Annual Report. All projects undertaken during the year and all findings from this report are generally consistent with the previous report.

### **VI. Conclusions & Recommendations**

Based on this assessment, the City experiences a continued decrease in residential development activity in recent years. Judging from the lack of new residential subdivision activity, the City anticipates that this trend of low to no residential construction activity will continue in the immediate outlying years. Overall, the City's housing stock experienced a decline of 28 units in 2021, when net losses from residential conversions and demolitions are considered.

All development activity approved in Cumberland in 2021 was generally consistent with the City's 2013 Comprehensive Plan and supporting documents, the City's Zoning Ordinance, and the applicable provisions of the County's plans. The major infrastructure projects undertaken by the City during the year were consistent with the City's plans, consistent with the demands created by the development permits that were issued, and consistent with the applicable requirements and plans of State financing agencies.

Consequently, Staff has determined that no changes in the City's current policies or plans are needed in response to the activities permitted and undertaken by the City during 2021.

**File Attachments for Item:**

4. Recognition of Lt. Korey Rounds for his recent graduation from the Northwestern University Center for Public Safety School of Police Staff and Command, an intensive leadership and management education program that helps prepare experienced law enforcement professionals for success in senior command positions

# Council Agenda Summary

Meeting Date: August 15, 2023

Key Staff Contact: Chief Chuck Ternent

**Item Title:** Recognition of Lt. Korey Rounds

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

Lt. Korey Rounds graduated from the Northwestern University Center for Public Safety School of Police Staff and Command. The curriculum is an intensive leadership and management education program that helps prepare experienced law enforcement professionals for success in senior command positions. We would like to congratulate Lt. Rounds for his hard work in earning this recognition.

***Amount of Award:***

***Budget number:***

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

**File Attachments for Item:**

. Administrative Services Monthly Report for July 2023



## **Administrative Services Monthly Report for July 2023**

**August 15, 2023**

Honorable Mayor and City Council  
City Hall  
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of July 2023.

### **Information Technology Department**

July 2023

Johnna Byers, Director

#### **Statistics**

151 new help desk requests

115 help desk requests resolved

#### **Activities**

Major department initiatives in the past month include:

- Assist with police mobile data terminal issues
- Migrate to new property tax software and assist with tax billing
- Assist with property tax software training
- Continue to assist police with body cam project including implementation
- Replace some old iPads in various departments

## **Parks and Recreation**

July 2023

*Ryan Mackey, Director*

- Meetings attended:
  - National Night Out Planning Meeting
  - Specials Events Committee
- Events:
  - Fireworks went off without issue
  - Pavilion Rental Started
  - Field Usage Ending for summer. Fall events starting
  - Deal days at the pool – Day of the Cowboy
  - Movie Night at the Pool/National Night Out – July 31st
  - Day Camp in session
- Upcoming:
  - PurpleFest Aug 26
  - Friends of Constitution Park – Aug 20<sup>th</sup>
  - Movie night at the pool Aug 19<sup>th</sup>
  - Deal Day - National Dog Day at pool – Aug 19<sup>th</sup>
  - Deal Day - National Cat Day at pool – Aug 8<sup>th</sup>
  - Sunday in the Park concert series

## **Community Development Programs**

July 2023

*Lee Borrer, Senior Community Development Specialist*

Regular CDBG - 2020 Grant Balance Totals-\$406,939; 3 open projects  
2021 Grant Balance Totals-\$58,711; 2 newly amended projects open  
2022 Grant Totals-\$261,053; 4 projects and administration budget remain open

CDBG-CV-\$170,079; 5 projects open; 2 newly re-allocated; 1 re-allocation pending. 71.5% of original grant expended.

ARPA funds -YMCA Bus Purchase complete; 2 mini-buses with capacity of 14 kids each; used every week before and after school and 10 kids to overnight camp.

Jane's Place, Inc. under Allegany Co management -underway. Child Sexual Abuse Prevention Training to be available at Allegany College of Maryland with reports to follow.

Sr. Community Development Specialist began actions to develop the Consolidated Annual Performance Evaluation Report for HUD which include financial close-outs, demographic data entry and Integrated

Disbursement System reports generation. This is the big annual report for HUD. Slow-moving or returned funds were re-allocated by Amendments to CDBG Annual Action Plans and the development of project files for 20-2023 Annual Action Plan projects is underway. Environmental Review Records completion are underway as well for @ 22 projects. This must be completed before the projects can begin.

## **Community Development Report**

July 2023

*Kevin Thacker, Code Compliance Manager*

### **CODE COMPLIANCE**

#### **Noted Activity:**

Permit issued for ACPS Field House Construction at 901 Seton Drive, \$2,800,00.00

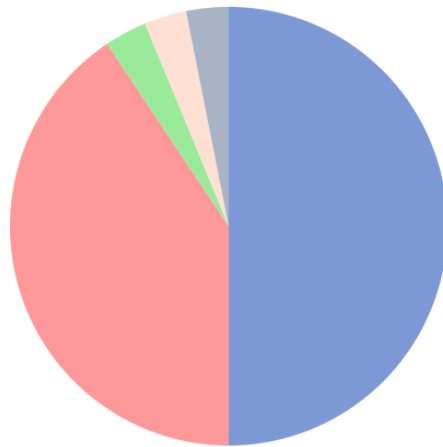
#### **Code Enforcement Activity:**

57 new cases received – 18 of those are still open

32 violation were found

78 cases have been resolved

Open Date From: 07/01/2023  
Open Date To: 07/31/2023



Violations by Violation Type			
	Dwellings, yards and lots to be kept clean	16	50.0%
	Cutting of weeds	13	40.6%
	Duties of owner and operator	1	3.1%
	Keeping of livestock prohibited; exceptions	1	3.1%
	Standards for good repair and safe condition	1	3.1%

#### **Permits/Reviews & Rental Licenses:**

42 Total Permits/Reviews were issued

23 Rental Inspections were completed

#### **Building**

Residential..... 1

Commercial..... 2

#### **Miscellaneous**

Residential .....10

Commercial .....1

#### **Occupancy**

Residential .....1

Commercial .....2

#### **Signage**

Commercial .....3

#### **Electrical**

Residential..... 8

Commercial..... 3

#### **Plumbing**

Residential .....1

Commercial .....2

#### **Utility**

Residential .....0

Commercial .....1

#### **Demolition**

Residential .....0

Commercial .....0

#### **Public ROW**

#### **Rental Licenses**

#### **Rental Inspections**

..... 4	Residential .....651	Passed .....22
		Failed .....0
<b>Plans, Reviews, Amendments and Appeals</b>		<b>Certificates of Appropriateness</b>
(ZA, RPR, SR, ZMA, ZTA, SRA)		Issued.....2
(Zoning Determination) Issued.....1		<b>Request for Change/Amendment</b>
		Issued.....0

#### **Revenue from 'Issued' Permits/Reviews:**

Building Permits.....	\$1184.25
Miscellaneous Permits.....	172.00
Occupancy Permits .....	76.00
Sign Permits .....	153.50
Utility Permits.....	0.00
Plan reviews, Amendments & appeals .....	51.25
Zoning Classification Détermination (info request).....	0.00
Municipal Infractions (citations).....	0.00
Certificates of appropriateness.....	61.12
Rental Licenses (new & renewals .....	42,488.04
Paid Rental Inspection Requests .....	<u>0.00</u>
<b>TOTAL .....</b>	<b>\$44,186.16</b>

Demolition Bonds Collected..... \$0.00

### **Historic Planning/Preservation**

July 2023

*Ruth Davis-Rogers, Historic Planner/Preservation Coordinator*

In addition to serving the public and answering daily questions and inquires I did the following:

#### **Historic Preservation Commission Meeting (HPC)**

- No HPC Meeting in July. Prepared COA's for August Historic Preservation Meeting.
- Reviewed and administered Certificate of Appropriateness permits

#### **Meetings & Events**

- Worked on Cumberland Historic Preservation Plan
- Attended DDC Meeting
- Attended M&CC Meeting
- Attended MHT Meeting
- Attended Boundary Expansion and Management Plan Update of the Passages of the W. Potomac Heritage Area
- Met with MHT to tour properties for potential tax credits
- Attended various dept. meetings

## Grants, Tax Credits and Section 106 reviews

Administered/managed funding/grants for:

- Residential Accessibility Improvement Program
- Roof Replacement Program
- Conducted Section 106 Reviews (as needed) for various projects.
- Answered questions (as needed) regarding tax incentives from both current and potential building owners.

**Comptroller's Office**  
Financial Activity Report  
July 2023  
Mark Gandolfi, City Comptroller

### **Cash Flow:**

Attached for your review is a Cash Flow Summary for the month of July 2023.

On July 1, 2023, the City had a cash balance of \$9.3 million (\$6.9 million invested in a value money market program and \$2.4 million participating in a sweep program at First United Bank. Receipts exceeded disbursements by \$602 thousand resulting in a cash balance of \$9.9 million at July 31, 2023 (\$8.0 million invested in a value money market program and \$1.9 million participating in a sweep program at First United Bank).

As of July 31, the significant tax receivable balances are reflected in the table below.

Taxes receivable (General Fund)						\$ 10,700,583
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2024	\$ -	\$ 10,143,858	\$ -	1,047,359	\$ -	\$ 9,096,499
FY 2023	1,583,801	-	-	533,914	-	1,049,887
FY 2022	348,015	-	-	11,313	-	336,702
FY 2021	46,269	-	-	120	-	46,149
FY 2020	55,658	-	-	-	-	55,658
FY 2019	25,038	-	-	-	-	25,038
FY 2018	35,573	-	-	-	-	35,573
FY 2017	14,161	-	-	-	-	14,161
FY 2016	11,437	-	-	-	-	11,437
FY 2015	11,026	-	-	-	-	11,026
FY 2014	7,270	-	-	-	-	7,270
FY 2013	2,980	-	-	-	-	2,980
FY 2012	2,538	-	-	-	-	2,538
Prior FY's	5,665	-	-	-	-	5,665
	<u>\$ 2,149,431</u>	<u>\$ 10,143,858</u>	<u>\$ -</u>	<u>\$ 1,592,706</u>	<u>\$ -</u>	<u>\$ 10,700,583</u>

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

Real property (non-owner occupied)	\$5,741,662
Non-Corp Personal Property	-
Corporate Personal Property	-
Real Property (semiannual payments)	3,354,837
Real Property (Half Year)	-
	<u>\$9,096,499</u>

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

<b>Cash and Investment Summary</b>		
<b>July 31, 2023</b>		
	Cash	Investments
Beginning Balance	\$ 9,283,722	\$ 29,079,528
Add:		
Cash Receipts	7,279,063	126,231
Investment Transfer	-	-
Less:		
Disbursements	6,395,070	-
Investment Transfer	-	-
Ending Balance	\$ 10,167,715	\$ 29,205,759
Restricted	\$ 2,842,272	\$ 10,167,087

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

<b>Restricted Cash</b>					
	7/1/2023	Increase	Utilization	7/31/2023	
Police Seizures	\$ 80,851	\$ -	\$ -	\$ 80,851	
Bowers Trust	79,433	789	-	80,222	
National Opioid Settlement	37,345	-	-	37,345	
GOB 21	985,714	9,790	-	995,504	
ARPA	172,853	6,354	-	179,207	
Capital Projects	1,349,316	13,385	-	1,362,701	
Demolition & Fiscal Agent Bonds	106,201	1,141	900	106,442	
	<u>\$ 2,811,713</u>	<u>\$ 31,459</u>	<u>\$ 900</u>	<u>\$ 2,842,272</u>	
<b>Restricted Investments</b>					
	7/1/2023	Increase	Utilization	7/31/2023	
DDC	\$ 4,464	\$ 20	\$ -	\$ 4,484	
GOB 21	3,611	15	-	3,626	
ARPA	10,116,868	42,109	-	10,158,977	
	<u>\$ 10,124,943</u>	<u>\$ 42,144</u>	<u>\$ -</u>	<u>\$ 10,167,087</u>	

Increases to GOB21, ARPA, Capital Projects, Bowers Trust and DDC are interest earnings.

Capital Projects are CSX funding for Fayette St. and Cumberland St. bridge replacements.

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

GOB21 is the FY21 general obligation bond issuance restricted for scheduled capital projects and equipment.

National Opioid Settlement is for opioid intervention in Cumberland.

### **Capital Projects and Associated Debt:**

The tables below illustrate undrawn Maryland CDA bond proceeds and unused general obligation bond proceeds (GOB21) as well as the accumulated debt and grant proceeds for the Decatur Street waterline and the Combined Sewer Overflow (CSO) projects.

#### **Available Bond Proceeds**

	<b>7/1/2023</b>	<b>Increase</b>	<b>Utilization</b>	<b>7/31/2023</b>
CDA 2019	\$ 554,549	\$ -	\$ -	\$ 554,549
CDA 2021	4,813,727	-	18,016	4,795,712
CDA 2023	2,745,819	-	-	2,745,819
GOB 21	1,027,706	-	28,577	999,128
	\$ 9,141,801	\$ -	\$ 46,593	\$ 9,095,208

#### **Decatur Street Project**

	<b>7/1/2023</b>	<b>Increase</b>	<b>Utilization</b>	<b>7/31/2023</b>
MWQFA Series 2022A	\$ 216,978	\$ -	\$ 181,913	\$ 35,065
MWQFA Series 2022B	72,326	-	60,638	11,688
Decatur Street Grants	41,731	-	-	41,731
	\$ 331,034	\$ -	\$ 242,550	\$ 88,484

#### **CSO Projects**

	<b>7/1/2023</b>	<b>Increase</b>	<b>Utilization</b>	<b>7/31/2023</b>
Evitts Creek Phase 3 Debt	\$ 2,297,851	\$ -	\$ -	\$ 2,297,851
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560
Evitts Creek Phase 4 Debt	3,550,900	-	-	3,550,900
Grit Removal and UV Disinfection	4,445,000	-	-	4,445,000
78" Pipeline Debt	19,941,232	-	-	19,941,232
78" Pipeline Grant	46,338,060	-	-	46,338,060
	\$ 81,991,603	\$ -	\$ -	\$ 81,991,603

CDA 2021 utilization of \$18K includes \$6K toward the Municipal Service Center pole building, \$4K toward the McMullen Street bridge design, and \$8K for cross connections program. GOB21 utilization of \$39K includes \$15K toward the Baltimore Street bridge, \$24K toward the Baltimore Street Access project; reduced by \$10K interest earned.

Remaining CDA 2019 funds are allocated to SCADA upgrades (\$30K) and street paving (\$525K).

Remaining CDA 2021 funds are primarily allocated to the Baltimore Street Access project (\$1.86M), fuel pump replacement (\$350K), elevator modifications (\$405K), cross connections/hydrants valves (\$211K), Fort Hill reservoir cover replacement (\$587K), paving (\$172K), 5-ton dump truck (\$160K), and Constitution Park infrastructure (\$105K). Remaining GOB21 funds are primarily allocated to the Baltimore Street bridge replacement (460K), the Baltimore Street Access project (424K), and the Cole Street Valve Equipment (\$50K). Remaining CDA 2023 funding consists primarily of CPD patrol vehicles (\$28K), ambulance (\$385K), 5-ton dump truck (\$190K), water filtration building design (\$500K), influent screen construction (\$284K), and wastewater plant roof replacements (\$342K).

The Decatur Street waterline project is funded with \$1.0 in grants and \$2.1 million in loans with \$0.5 million of the loan amount being forgivable after 10 years. Construction was completed June 30, 2023 and the project was administratively closed July 31, 2023. Final debt and grant drawdowns are expected to be received in August 2023.

The following four projects are major upgrades to the combined sewer collection system:

Evitts Creek Phase 3 is in the engineering phase with the necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is funded with \$5.4 million in grants and \$2.3 million in loan with \$1.1 million of the loan amount being forgivable. Phase 3 is on hold pending site access being granted by CSX. Evitts Creek Phase 4 is in the planning phase and has most of the funding in place. Phase 4 project cost is estimated at \$4 million and is funded with \$3.6 million in loan with \$1.5 million of the loan amount being forgivable. A water reclamation facility grit removal and UV disinfection project is in the planning phase with the necessary funding in place. The grit removal and UV disinfection project is projected to begin during FY25 at an estimated cost of \$4.4 million and is funded with \$4.4 million in loan with \$1.5 million of the loan amount being forgivable. The 78" pipeline project is pending Army Corp of Engineers approval and private property easement or acquisition and anticipated to begin construction during FY25 or FY26. The total estimated project cost is \$67 million and is substantially funded with \$46.3 million in grants and \$20.0 million in loan with \$3.0 million of the loan amount being forgivable.

### **COVID-19:**

The City received \$19,595,850 from the American Rescue Plan Act (ARPA). The U.S. Treasury guidance provides greater details on the eligible uses and priority of these funds. These are:

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

Available Funding (*as of July 31, 2023*):



Purpose	Awarded	Allocation				
		Budgeted	Allocated Interest Earned	Utilized Interest Earned	Utilized ARPA Budget	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850					
Respond to the health emergency						
Community Programs						
DDC Assistance to Small Businesses		\$ 183,500			\$ 52,750	\$ 130,750
Promoting the Community		\$ 33,563			\$ 31,709	\$ 1,854
Amphitheatre and Pavilion 1&2		\$ 174,350	\$ 10,650	\$ 1,824	\$ 174,350	\$ 8,826
Pool Area		\$ 71,250	\$ 92,751	\$ 73,228	\$ 71,250	\$ 19,524
Janes Place for Abused Children		\$ 57,622			\$ 30,631	\$ 26,991
Union Rescue Mission		\$ 749,000			\$ 749,000	\$ -
Community Development Property Improvement		\$ 264,960			\$ 88,304	\$ 176,656
Affordable Housing Assistance		\$ 410,516			\$ 97,589	\$ 312,927
YMCA Bus Replacement		\$ 216,000			\$ 216,000	\$ -
Skate Park - Mason Rec Complex		\$ -	\$ -	\$ -	\$ -	\$ -
City of Cumberland Signage		\$ -	\$ 69,676	\$ -	\$ -	\$ 69,676
PPE						
General		\$ 29,268.64			\$ 29,269	\$ -
Facilities and Equipment		\$ 22,215.53			\$ 22,216	\$ -
Prisoner Processing Improvements		\$ 176,200			\$ -	\$ 176,200
HVAC improvement at City Hall & Public Safety		\$ 1,300,000			\$ 4,950	\$ 1,295,050
Premium Pay		\$ 833,952			\$ 833,952	\$ -
Revenue Loss		\$10,000,000			\$ 7,074,957	\$ 2,925,043
Infrastructure Investments						
South End Water Main Replacement		\$ 2,000,000			\$ 116,326	\$ 1,883,674
Industrial Blvd Water Main		\$ 2,000,000			\$ -	\$ 2,000,000
Replace 4" Water Lines with 6" (City-Wide)		\$ 1,073,452			\$ 60,040	\$ 1,013,412
Unallocated		\$ -				\$ -
Unallocated Interest Earned						\$ 296,399
Total:	\$19,595,850	\$19,595,850	\$ 173,077	\$ 75,051	\$ 9,653,292	\$10,336,983

Respectfully submitted,

Jeffrey F. Silka  
City Administrator

*sln*

**File Attachments for Item:**

. Engineering Division Monthly Report for July 2023

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

<b>Capital Projects</b>							<b>July 31, 2023</b>	
<b>Order</b>	<b>Project No. (New Format)</b>	<b>Project No. (Old Format)</b>	<b>Project Name</b>	<b>Description</b>	<b>Phase</b>	<b>Comments</b>	<b>Updated By</b>	<b>Date of Update</b>
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>UPDATE</b> - Received engineering report from Gwin Dobson & Foreman on 1/18/22. MDE denied request to transfer funds from Phase 3 to Phase 4. Now must await grant funding requests for 2024.	MDI	7/26/2023
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 retrieve 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		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	4/5/2023
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.	Construction	<b>UPDATED</b> - The project has been award to Triton Constrution of Saint Albans, WV. Construction began on 4/3/2023. As of 4/12, all trees, shrubs, and planters have been removed on Baltimore Street. The Mechanic St Parklet is currently being demoed. Utility work is scheduled to begin on 4/14.	MDI	4/12/2023
2016		18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Construction Bidding	<b>UPDATE</b> - State in lieu of Federal Aid funding approval letter received on 5/23/22. Gwin Dobson and Foreman submitted final construction bid packet on 2/24/23. Project advertised for bids on 7/24/23. Bids are due on 8/23/23. Work to be completed this calendar year.	MDI	7/26/2023
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							July 31, 2023	
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		18-17-M	Maryland Avenue Development	This is not and 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.	Construction Closeout	<b>UPDATE</b> - The project is complete other than the administrative closeout activities. The project will be closed out in August and will not show up on future reports.	RLS	7/24/2023
2018		08-18-BR	Cumberland Street Bridge Replacement	This project will replace the bridge structure.	Design	<b>NO CHANGE</b> - The project is in the Final Engineering stages and the City is currently working on Right of Way issues. The engineer also needs comments from CSX in order to submit the PS&E package.	RLS	7/24/2023
2018		09-18-BR	Baltimore Street Bridge Replacement	This project will replace the bridge structure.	Construction	<b>UPDATE</b> - The project is under construction. Phase 1 is expected to be completed in September before switching traffic on to the newest part of the bridge. Project is scheduled to be completed in July 2024	RLS	7/24/2023
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 FY24. Noble Environmental (Mountainview Landfill) and Burgmeier's Hauling submitted an acceptable 1- year extension in December 2022.  These proposals were accepted by M&CC in January.	RJK	4/5/2023
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		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
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.	RFP	<b>COMPLETE</b> - Project is complete. A new project will be created for the actual project design/construction. This project will be removed from future reports	RLS	7/24/2023
2019		14-19-M	WWTP RMP Compliance Services	RMP Compliance for OSHA 29 CFR 1910	Planning	<b>NO CHANGE</b> 3-yr audit completed July 2023.	RJK	4/5/2023

## City of Cumberland, Maryland

### Engineering Division - Monthly Report

Capital Projects							July 31, 2023	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
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	Construction	<b>UPDATE</b> - Public works dept. has finished dumping in site #1 behind Long Field. They will place topsoil and seed this area in Spring. Site #2 (behind pool house) is now active dump site for all PW projects until full. Engineering responsible for intermittent E&S inspections.	MDI	1/25/2023
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 2023; to be finalized in June.	RJK	4/5/2023
2020		14-20-M	Carver Building Repairs	Project to repair damage to the Carver Building	Planning	<b>NO CHANGE</b> - The building power should be restored in the near future to allow for the lights/HVAC equipment to be tested. Still no word on the plans for the building from the Board	RLS	1/25/2023
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, June 16, 2022, and November 29, 2022. MDE received two letters with the official requests and supporting documentation as next steps. MDE is working on a draft consent decree extension for the jurisdictions to review and comment.	RJK	4/5/2023
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. Construction began on 3/16/23. As of 7/26, one of the new screens has been installed and is currently being integrated into SCADA. Second screen removal and installation scheduled for early August. Project completion forecasted for Oct. 1.	MDI	7/26/2023
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> -		

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

Capital Projects							July 31, 2023	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2021		8-21-WWTP	SCADA System Integration	Solicit bids for a qualified Industrial Control System Integrator to complete the Water/Wastewater SCADA System integration.	Construction	<b>NO CHANGE</b> - This project has been bid and MicroTech Designs was the selected consultant on a three year contract to support integration services for both the Water Filtration Plant and Water Reclamation Facility.	RLS	1/25/2023
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>NO CHANGE</b> - Completed the review of a list of City owned surplus property for possible retention due to easement, utility or right-of-way needs. Evaluating using GIS to track City owned property, easements, parcels used for rights-of-way, etc. May need to request a legal opinion on several issues.	JRD	8/25/2022
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>NO CHANGE</b> - Permit issued to USPI, effective date was November 22, 2021. USPI trade name is now RRCWT and operating completely as a CWT. RRCWT is receiving 3 waste sources as per permit modifications in December 2022.	RJK	4/5/2023
		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.	Complete	<b>COMPLETE</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. Water line installation completed in Fall 2022. Final paving (Belt) to be completed by the end of April 2023.	MDI	4/12/2023
2021		14-21-RE	Constitution Park Splash Pad	The installation of a splash pad and surrounding recreational area in Constitution Park.	Construction	<b>UPDATE</b> - Project is to be funded from ARPA and CDBG. Due to high price tag, City Council voted down the installation of the splash pad. New scope of work included removal of wooden deck, grading, extension of concrete pool deck, and fence replacement. Carl Belt awarded project through SourcWell for \$499. Work began in December 2022. Only remaining construction item is the installation of the new chainlink fences.	MDI	4/12/2023
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>NO CHANGE</b> - A preliminary estimate to determine the amount of funding needed was prepared. An additional ramp at the corner of S. Centre Street and Union Street was added to the list. We will be seeking Future CDBG funding for this project.	JRD	1/23/2023
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.	Construction	<b>UPDATE</b> - Construction has been underway on this project since early February. The majority of ADA ramps along South Street are complete. It is anticipated that the scope of work will be substantially complete by the end of April.	JAT	4/4/2023

## City of Cumberland, Maryland

### Engineering Division - Monthly Report

Capital Projects							July 31, 2023	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
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> - Engineering has received a prototype for their project database from MCCi to begin testing. We are currently working with MCCi to fix any bugs or any other issues that arise during the testing process.	JAT	4/4/2023
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>NO CHANGES</b> - Application submitted in March.	RJK	1/23/2023
2021		31-21-RE	Constitution Park Amphitheater Upgrades	Project to upgrade the Constitution Park Amphitheater.	Construction	<b>UPDATE</b> - Contracted portion of project is complete (new benches, sidewalks, asphalt parking area, gutter). City forces to install new pole-mounted lights behind amphitheater this year after concert season.	MDI	7/26/2023
<b>NOTE: Beginning in 2022, the Engineering Department will be migrating to a new project number format.</b> <b>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	2022-02-WTR	2-22-W	South Cumberland Water Main Replacement Project	This project includes the replacement of undersized water mains in Humbird, Walsh, and Cumberland Park areas of Cumberland; plus the replacement a a 12" portion of the water main along the southern side of Industrial Blvd. (Route MD-51).	Design	<b>NO CHANGE</b> - Project is still under design as the City works with CSX to obtain encroachment agreement. Plan to bid the project in the Fall for a Spring 2024.	RLS	1/25/2023
2022	2022-09-SHLD	09-22-M	Cumberland Street ADA Improvements	ADA improvements at the intersection of Johnson, Cumberland, and Market Streets	Design	<b>NO CHANGE</b> - This project is currently in preliminary design. The scope of work includes work that was not able to be completed under projects 24-18-M and 14-11-M. This project is currently on hold due to focusing on other priority projects.	JAT	7/19/2022
2022	2022-10-SWM	10-22-SWM	Messick Road Development	SWM Review and Utility Easement Review	Review	<b>NO CHANGE</b> - Waiting for support to be requested of the Engineering Department for this project.	RLS	2/2/2023
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	<b>UPDATE</b> - Design work for the City Hall Improvements will begin in May, with the expectation that construction will occur in Spring 2024	RLS	4/6/2023
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	<b>NO CHANGE</b> - The Engineering Department is working with Sourcewell to scope out the project. Expecting to have a full proposal for construction in the Spring	RLS	1/25/2023
2022	2022-14-MISC	14-22-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.	DTG	3/31/2023
2022	2022-15-MISC	15-22-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.	DTG	3/31/2023

## City of Cumberland, Maryland

### Engineering Division - Monthly Report

Capital Projects							July 31, 2023	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2022	2022-16-SHLD	2022-16-SHLD	Waverly Terrace Retaining Wall Replacement	Project to include replacement of retaining wall below road between 16 and 24 Waverly Terrace. Will include installation of storm sewer.	Planning	<b>NO CHANGE</b> - Currently developing preliminary cost estimate to install an inlet along Waverly to catch stormwater runoff and direct to nearby sewerline, as well as multiple repairs to retaining wall. Project on hold.	MDI	7/22/2022
2022	2022-17-UTIL	2022-17-UTIL	Fuel Bid Bid (Heating Oil)	Heating Oil bid for WRF and WFP	RFP	<b>COMPLETE</b> -		
2022	2022-19-RECR	2022-19-RECR	Constitution Park Guard House	Assisting Community Development with development of bid packet for upgrades to the Guard House. CDBG project.	Complete	<b>COMPLETE</b> - Project completed. Included various improvements to the Guard House at Constitution Park, including electrical, new porch, and new siding. Original scope of work awarded to Harbel for \$67,000. Scope reduced to \$32,050 to fit CDBG budget.	MDI	7/26/2023
2022	2022-20-WFP	2022-20-WFP	Energy Audit WVU IAC	Energy Assessment by WVU Department of Industrial and Management Systems Engineering	Study	<b>COMPLETE</b> - WVU IAC completed this assessment in September 2022. Suggested projects are under review.	RJK	4/5/2023
2022	2022-21-WRF	2022-21-WRF	Energy Audit WVU IAC	Energy Assessment by WVU Department of Industrial and Management Systems Engineering	Study	<b>COMPLETE</b> - WVU IAC completed this assessment in October 2022 Projects suggested in the assessment are under review as part of the MEA Resiliency Program.	RJK	4/5/2023
2022	2022-22-PBLD	2022-22-PBLD	City Hall and Public Safety Building Elevator Upgrades	Project includes upgrades to elevators in City Hall and the Public Safety Building	Construction	<b>NO CHANGE</b> - Construction on the PSB elevators is slated to begin in March and completed by July. Currently budgeting to renovate the City Hall elevator in FY24	RLS	1/25/2023
2022	2022-23-SWM	2022-23-SWM	Queen City Armory SWM Review	SWM Redevelopment Review for two new structures on S. Wineow St. for Queen City Armory	Review	<b>NO CHANGE</b> - Project is now in construction. Working with EADS and owner to determine a cost effective solution that still complies with City and State SWM guidelines	MDI	7/26/2023
2022	2022-24-BR	2022-24-BR	Fayette Street Over CSX Rail Bridge Replacement A-C-08	Design and construction of the Fayette Street Bridge (A-C-08)		<b>UPDATE</b> - Prime AE has been selected as the engineering consultant for this project. Currently working on administrative matters to begin the design portion of the project.	RLS	4/6/2023
2022	2022-26-SHLD	2022-26-SHLD	Massachusetts Ave and New Hampshire Ave ADA Improvements	CDBG funded project to install ADA improvements and new sidewalk on Massachusetts Ave and New Hampshire Ave between Oldtown Road and Kentucky Ave	Design	<b>UPDATE</b> - The overall preliminary design and cost estimate of this project have been finalized. The paving portion of this project was delegated to the projected FY24 paving scope. Engineering will finalize the bid package as time allows so it is ready to bid when funding is available.	JAT	4/4/2023
2022	2022-28-WFP		UCMR5	Quotes for water plant sampling of UCMR5	N/A	<b>COMPLETE</b>	RJK	4/5/2023
2022	2022-29-M		Bellevue Street Brownfields Site MDE Project Review	EPATBA Program Phase I and Phase II as required to explore contaminants upon the Old Sacred Heart Hospital Site (remaining undeveloped properties)	Study	<b>NEW</b> - The City has successfully applied for a TBA program assessment for the property that had undergone a Phase I in 2005. An updated assessment is recommended prior to development plans commencing. Work on a new Phase I started January 2023.	RJK	1/25/2023
2022	2022-31-UTIL		Combined Chemical Bid			<b>NEW</b> - Every 3-years a new competitive chemical bid is advertised for the City and County facilities.	RJK	1/25/2023
2022	2022-32-RECR		Constitution Park Trails	CDBG funded project to install mountain biking and walking recreational trails within Constitution Park	Planning	<b>UPDATE</b> - Engineering is in the process of compiling the RFP for this project. We are taking a design/build approach with this project and are looking to add approximately 5 miles of trail to the Park.	JAT	4/4/2023
2022	2022-34-WTR		Fort Hill Reservoir Improvements	Project to include replacement of the liner and floating cover of the Fort Hill Reservoir	Construction	<b>UPDATE</b> - Project awarded to Atlantic Lining Co, for \$703,100. Atlantic Lining has delivered material on site but construction is on hold until City-wide waterline projects are completed this summer. This will ease stress of distribution system when reservoir is taken offline for project. Project currently scheduled to begin in September.	MDI	7/26/2023
2022	2022-35-FPM		Ridgeley Bituminous Sill Repairs	Project to include repairs to the existing bituminous sill that caps the sheet piling in the Ridgeley railyard. Part of Cumberland's Flood Control System	Planning	<b>NO CHANGE</b> - This project is on hold until next year due to higher than anticipated pricing from Rhinehart Railroad Co for supplemental rail and crosstie rehab work (required vendor for WMSR work)	MDI	7/26/2023



## City of Cumberland, Maryland

### Engineering Division - Monthly Report

Capital Projects							July 31, 2023	
Order	Project No. (New Format)	Project No. (Old Format)	Project Name	Description	Phase	Comments	Updated By	Date of Update
2022	2022-36-PBLD		AST Compliance at MSC	Permit compliance for the fuel tanks at the MSC	N/A	<b>NEW</b> - Permit compliance for the fuel tanks at the MSC. New regulations under review and certified inspections of the fuel service station underway prior to June 2023.	RJK	1/25/2023
2022	2022-38-PVG		Queen City Drive Pavement Repairs	Project to include concrete patch repairs to the concrete pavement sections of Queen City Drive	Planning	<b>NO CHANGE</b> - The Street Department will NOT be undertaking this project. Engineering will need to issue a contract in the near future to execute these repairs.	RLS	1/25/2023
2022	2022-39-FPM		River walk and Potomac Industrial Dam Removal	Remove the industrial dam for the purposes of creating a river park with walking trails, moderate kayak course, docks for kayaks/canoes and a viewing area	Design	<b>NO CHANGE</b> - The project has been advertised for preliminary engineering services with Robert Smith, City Engineer, providing project management duties in place of Bill Atkinson. The project will be awarded to Civil and Environmental Consultants. Dee Dee Ritchie will still be overall project lead. Currently working on how the PER will be funded.	RLS	1/25/2023
2022	2022-40-PBLD		20-SW General Stormwater Permit MSC & WRF	State Stormwater Permit Renewal Process	N/A	<b>UPDATE</b> Stormwater NOI and SWPPP being updated for compliance with the new general permit requirements. Updates in progress.	RJK	1/25/2023
2022	2022-42-SHLD		Fletcher Alley Road Repairs	Repair section of Fletcher Alley behind 820 Greene, where old railroad ties used to support road have started to fail.	Planning	<b>NO CHANGE</b> - Planning for possible repairs is underway. Still need to confirm if garage at 820 Greene was permitted prior to determining final remediation plans.	MDI	4/12/2023
2023	2023-01-UTIL		MDE Pre Applications FFY23 FY25	Annual Pre Application Jan 2023	N/A	<b>COMPLETE</b> - Applications were submitted January 2023	RJK	4/5/2023
2023	2023-02-PVG		Avondale Ave. and Kentucky Ave. Paving Improvements	Mill and overlay of Avondale Avenue, Kentucky Avenue, Brentwood Street, and a Portion of Greenway Avenue, including trench patching where water mains were installed on Avondale Avenue and Brentwood Street. Plus an alternate bid option to mill and overlay the remaining portion Greenway Avenue	Construction	<b>UPDATE</b> - The paving portion of this project was completed in early July by Belt Paving. Crosswalks (thermo) will be installed soon and project will be completed.	MDI	7/26/2023
2023	2023-03-WTR		Water Tank Maintenance Service Contract	Maintenance Service Contract for the City's seven elevated water storage tanks. Includes yearly inspections, maintenance, and emergency repairs	Planning	<b>NEW</b> - Bid documents are still being generated for advertisement to have all water tanks maintained by a third party.	RLS	4/6/2023
2023	2023-05-WRF		WRF Blower Building & GBT Building Roof	Removal of existing roof materials and installation of new roof	Construction	<b>UPDATE</b> - Construction is underway and expected to be completed in April.	RLS	4/6/2023
2023	2023-07-PVG		General City Paving FY24	Paving projects for FY24	Planning			
2023	2023-08-SANS		Carpendale Sewer	New Sewer line				
2023	2023-09-SWM		Allegany Resource Recovery Facility SWM Review	SWM Review for proposed new resource recovery facility for Burgmeiers	N/A	<b>UPDATE</b> - Approved the site development stormwater management plan for the proposed resource recovery facility next to Love's on Ali Ghan Rd. Final phase of SWM review forthcoming.	MDI	7/26/2023
2023	2023-10-M		Solid Waste and Recycling Collection RFP FY25	Curbside solid waste and recycling collection, bulk pick-up, landfill tipping fee, and dumpsters	N/A	<b>NEW</b> - Reviewing current program for needed changes/additions to the FY25 RFP and program.	RJK	4/5/2023
2023	2023-12-BRDG		Marion Street Bridge Repairs	Repair spalled concrete under the bridge deck	Planning	<b>NEW</b> - Received approval to have Gwin Dobson Foreman generate construction documents.	RLS	4/6/2023
2023	2023-13-M		2023 ECWC Watershed Timber Sale	Annual Timber Sale @ ECWC	Construction	<b>UPDATE</b> - Bid has been awarded, contract documents have been returned and work is to begin within the next month.	DTG	7/26/2023
2023	2023-14-PBLD		MSC Fuel Tank Replacement	Municipal Service Center Tank Replacement	Design	<b>NEW</b> - Working on Specs and the layout for the new fuel island and tank.	ANM	7/24/2023
2023	2023-15-M		Spotted Lanternfly Quarantine	Spotted Lanternfly Information				

## City of Cumberland, Maryland

### Engineering Division - Monthly Report

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## City of Cumberland, Maryland

### Engineering Division - Monthly Report

Program Projects Update						#VALUE!	
Order	Department	Program/Project Name	Description	Phase	Comments	Updated By	Date of Update
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	<b>NO CHANGE</b> Outreach to residents; monthly articles in the Times-News and Facebook.	RJK	25-Jan-23
	PUBLIC WORKS	Solid Waste Management Board	County Board for planning and discussion of County-wide recycling and solid waste issues	Ongoing	<b>NO CHANGE</b>	RJK	25-Jan-23
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs) permitted under this Ordinance. Program may also regulate non-significant users that pose a threat or cause problems to the system or POTW.	Regulatory	<b>UPDATE</b> USPI now completely CWT wastes. USPI now operating under the trade name RRCWT. Permit requires modification reviews for any new permit parameters.  FCI Cumberland permit due for renewal. Draft permit is under review by MDE at this time. To be re-issued March 1, 2023.	RJK	25-Jan-23
	WWTP	POTW NPDES Permit	Requirements for compliance	Annual/As Needed	<b>NO CHANGE</b> - Renewal application mailed June 1, 2018. Permit expires April 2020. MDE conference call took place on July 7, 2020. Draft permit received July 27th. Second DRAFT received on September 1st, with conference call taken place September 21 in regards to finalized language.  Draft Permit reviewed by EPA in November; comments by EPA to MDE have triggered further drafting of sections of the Permit pertaining to primarily to the CSO program.  City has retained the services of AquaLaw, specializing in wastewater regulatory/permit reviews and legal counsel. AquaLaw will participate in reviewing the next draft of the permit, any revisions that follow and the final permit; in the best interest of the City.  Anticipated issue date: unknown at this time.	RJK	25-Jan-23
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	<b>UPDATE</b> The next semi-annual report due July 10, 2023. Currently the Consent Decree expires October 2023. See Project No. 17-20-WWTP.	RJK	25-Jan-23
	WFP	NPDES Permit	Requirements for compliance		<b>NO CHANGE</b>	RJK	3-Jun-22
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.	Quarterly	<b>UPDATE</b> April meeting to took place on 4/21; in-person meeting at Cumberland Valley Township Building, Centerville, PA	RJK	3-Jun-22

Complete  
Construction  
Construction Bidding  
Construction Closeout  
Design  
Inspection  
N/A  
Planning  
RFP  
Study  
Review

**File Attachments for Item:**

. Maintenance Division Monthly Report for July 2023

**MAINTENANCE DIVISION REPORT**  
**July 2023**

**Street Maintenance Report**

**Parks & Recreation Maintenance Report**

**Fleet Maintenance Report**

**Central Services Report**

**PUBLIC WORKS/MAINTENANCE  
STREET BRANCH  
MONTHLY REPORT  
JULY 2023**

- Potholes and Citizen Reports
  - 47 service requests completed
  - 17 streets and 3 alleys repaired
- Utility Hole Repairs
  - 9 water repairs
  - 2 sewer repairs
  - Material Totals:
    - 3 CY concrete
    - 67 tons asphalt
- Tree and Brush Work
  - 1 hazard tree removed
  - 22 trees trimmed
  - 20 stumps removed
  - Resolved 44 tree complaints
- Street Cleaning Operations
  - 31 tons of debris to landfill
  - 453 miles of streets swept
- Sign Work
  - 8 traffic control signs repaired / installed
  - 3 street name signs repaired / installed
  - 3 handicap signs removed / installed
- Miscellaneous
  - Traffic set for 2 events
  - Baltimore Street underpass cleaned 5 times
  - Major road repair on Valley Road completed to reinforce road stability in the affected area
  - Two streets milled and re-paved in-house (Haddon Ave. Ext. and Mayfair)
  - Duck pond drainage Issues resolved with under drain

**PUBLIC WORKS/MAINTENANCE  
PARKS & RECREATION  
MONTHLY REPORT  
JULY 2023**

- Constitution Park, Mason's Complex and Area Parklets
  - Cleaned up garbage 25 times.
  
- Parks & Parklets Mowing
  - Parklets
    - Mowed 12 days
  - Park
    - Mowed 20 days
  - Mason Sports Complex
    - Mowed 15 days
  
- Ball Fields
  - Flynn Field
    - Mowed 3 times
    - Drug 2 times
    - Lined
  - Northcraft Softball Field
    - Mowed 3 times
    - Drug 2 times
  - Nonneman Softball Field
    - Mowed 3 times
    - Drug 2 times
  - Cavanaugh Field
    - Mowed 4 times
    - Drug 3 times
    - Spiked 1 time
  - Abrams Field
    - Mowed 3 times
    - Drug 5 times
    - Spiked 1 time
  - Long Field
    - Mowed 5 times
    - Drug 4 times
    - Spiked 1 time



- JC Field
  - Mowed 2 times
- Galaxy Field
  - Mowed 3 times

■ Miscellaneous Work

- Installed under drains around duck pond
- Removed fence at duck pond
- Cleaned brush debris and trees from around duck pond
- Marble courts repainted
- All new grills and tables in place

**FLEET MAINTENANCE  
MONTHLY REPORT  
JULY 2023**

<b>DEPARTMENT</b>	<b>REPAIRS</b>
Central Services	5
Community Development	2
DDC	0
Engineering	4
Fire	6
Fleet Maintenance	5
Flood	4
MPA	0
P & R Maintenance	11
Police	15
Public Works	4
Sewer	5
Snow Removal	0
Street Maintenance	24
Water Distribution	19
WFP	1
WWTP	1
In House Fleet Maintenance Projects	14
Scheduled Preventative Maintenance	10
Field Service Calls	2
Total Fleet Maintenance Projects	132
Total Repair Orders Submitted	17
Fleet Maintenance Risk Management Claims	0

## CENTRAL SERVICES MONTHLY REPORT JULY 2023

- **City Hall**: Started working on installing a new door in-between Tax and Utility's and the Tax and Utility's office. Fixed the lights between the doors on the Liberty St side. Helped Michaels with the window blinds so they could clean them. Replaced the data jack in the Tax and Utility's office for the IT Department. Repaired the light in the mail room first floor.
- **Municipal Service Center**: Cleaned all of the split units and RTU's, changed the filters. Cleaned the leaves and debris out of the rain gutters. Worked on the A/C window unit in the mechanics shop office and the one in the IT room.
- **Public Safety Building**: Had to repair cooling valve actuator on AHU #2 in the boiler room. Checked that all the VAV's were working in the Fire Department side properly. Cable broke on the Police garage door. Replaced the shower head in the second floor Fire Department shower. Install bug lights in the supervisor's area of the Police Department because of the fruit flies. Found and marked a data cable in the second floor Fire Department conference room for the IT Department. Meet with the installer for the new air cleaning system in the Fire Departments garage area.
- **Fire Stations #2**: Worked on the A/C split unit for the lounge area, was not cooling down much. Cleaned the two split units inside and outside. Checked on the garage to make sure working properly. Repaired toilet in the upstairs bathroom. Replaced the run capacitor on the lounge A/C split unit.
- **Fire Station #3**: Checked on the building for water leak.
- **Canadian Hose House**: Checked on the building for water leak.
- **Downtown Area & Mall**: Set up and took down the stage for Friday After 5 on South Centre St. Helped install new bike rack in Merchant's Alley. Walk through for Friday after 5 Event.
- **Traffic and Street Lights**: Reported 8 street lights for the power company to repair.

- **Parks areas:** Pavilions 1 and 2 bathroom toilets were not flushing low water pressure. Replaced the door lock on the breezeway closet at the Craft house. Replaced the diving board at the Park pool. Repaired the water flow meter for the waterslide at the pool. Looked at the mushroom baby pool water pump leaking.
- **Other:** Fixed the gate controls at the Viaduct flood control pump station.
- Load tested generators. July 27, 2023
- Monthly Safety Meeting – July24, 2023
- PM's on all the pumps and motors at PSB, City Hall and MSC

**File Attachments for Item:**

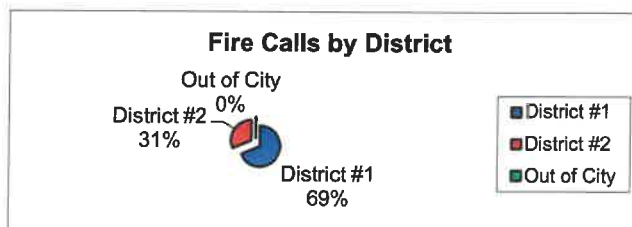
. Fire Department Monthly Report for July 2023

**REPORT OF THE FIRE CHIEF FOR THE MONTH OF JULY, 2023**  
**Prepared for the Honorable Mayor and City Council and City Administrator**

**Cumberland Fire Department Responded to 128 Fire Alarms:**

**Responses by District:**

District #1	88
District #2	40
Out of City	0
	<hr/> 128



**Number of Alarms:**

First Alarms Answered	124
Working Alarms Answered	3
Second Alarms Answered	1
	<hr/> 128

**Calls Listed Below:**

**Property Use:**

Public Assembly	4
Educational	1
Institutional	10
Residential	65
Stores and Offices	8
Storage	1
Basic Industry/Utility	0
Special Properties	39
	<hr/> 128

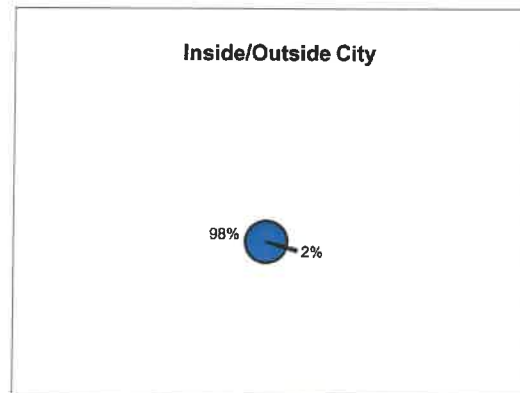
**Type of Situation:**

Fire or Explosion	13
Overpressure, Rupture	1
Rescue Calls	59
Hazardous Conditions	5
Service Calls	11
Severe Weather	1
Good Intent Calls	14
False Calls	24
	<hr/> 128

Total Fire Service Fees Billed by Medical Claim-Aid for the Month of July:	\$2,610.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	\$2,610.00
Fire Service Fees Paid in July:	\$415.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$415.00
All Fire Service Fees for Fire Calls Paid in Fiscal Year 2024:	\$415.00
 Fire Service Fees for Inspections and Permits Billed in July:	 \$50.00
Fire Service Fees for Inspections and Permits Paid in July:	\$50.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$50.00

### Cumberland Fire Department Responded to 540 Emergency Medical Calls:

In City Calls	529
Out of City Calls	<u>11</u>
Total	540



Total Ambulance Fees Billed by Medical Claim-Aid in July:	\$143,600.29
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Ambulance Fees Billed Fiscal Year to Date:	\$143,600.29
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#### Ambulance Fees Paid:

Ambulance Fees paid in July, 2023:	\$80,550.46
Total Ambulance Fees paid in Fiscal Year 2024:	\$90,805.46

(All Ambulance Fees, current and previous fiscal years, paid in FY2024.)

### Cumberland Fire Department provided 4 Paramedic Assist Calls:

1 Paramedic assist calls within Allegany County	
3 Paramedic assist calls outside of Allegany County	
<u>4</u>	

Flintstone VFD	1
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Fort Ashby, WV VFD	2
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Ridgeley, WV VFD	<u>1</u>
	3

### Cumberland Fire Department provided 7 Mutual Aid Calls:

6 Mutual Aid calls within Allegany County	
1 Mutual Aid calls outside of Allegany County	
<u>7</u>	

Bowman's Addition VFD	2
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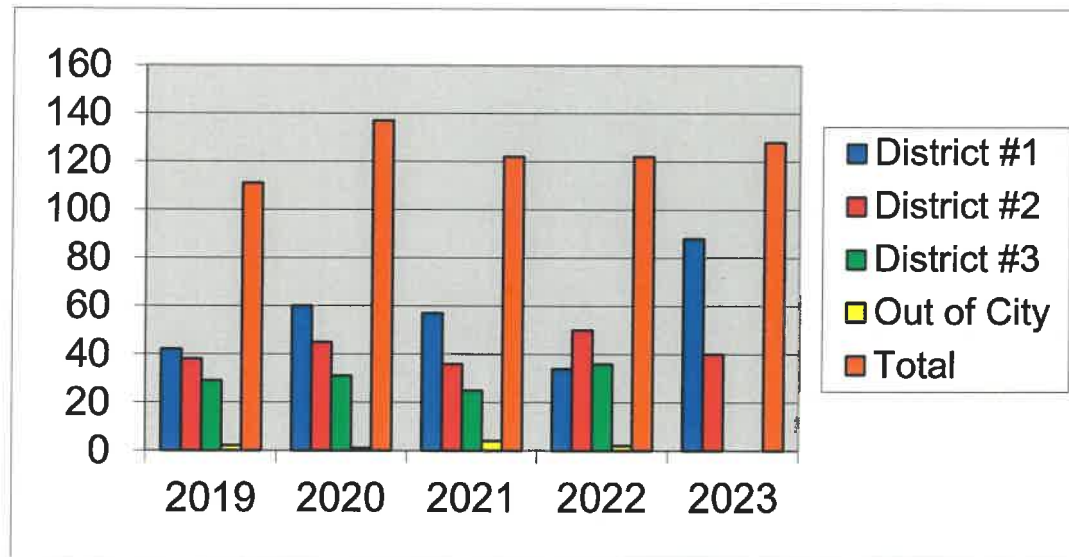
Cresaptown VFD	1
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Flintstone VFD	<u>3</u>
	6

Ridgeley, WV VFD	1
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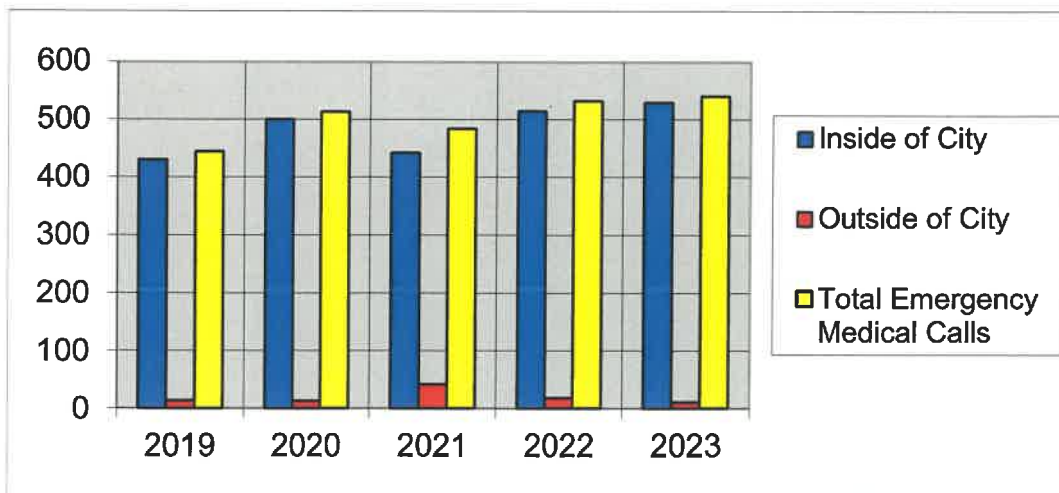
### Fire Calls in the Month of July for a Five-Year Period

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
District #1	42	60	57	34	88
District #2	38	45	36	50	40
District #3	29	31	25	36	0
Out of City	<u>2</u>	<u>1</u>	<u>4</u>	<u>2</u>	<u>0</u>
Total	111	137	122	122	128



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

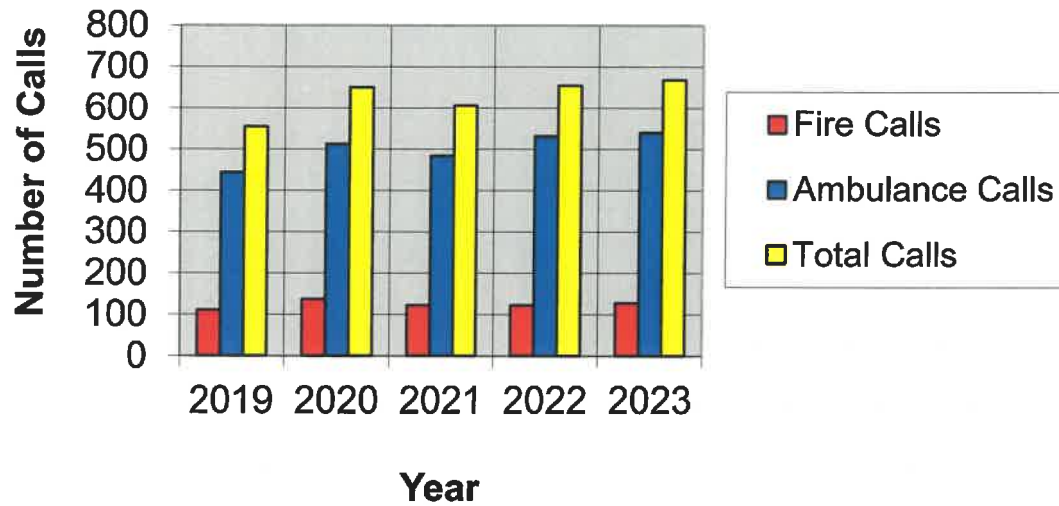
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Inside of City	430	500	442	514	529
Outside of City	<u>14</u>	<u>13</u>	<u>42</u>	<u>18</u>	<u>11</u>
Total Emergency Medical Calls	444	513	484	532	540





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

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Fire Calls	111	137	122	122	128
Ambulance Calls	<u>444</u>	<u>513</u>	<u>484</u>	<u>532</u>	<u>540</u>
Total Calls	555	650	606	654	668



### Training

Training Man Hours: 86.25 man hours

Building Fires  
Diversity Training  
EMT-B  
Haz-Mat Technician  
Ladder Training  
Policy and Procedures  
Post Incident Review  
Rescue  
Rope Rescue  
SCBA  
Truck #1 Driver Training

### Fire Prevention Bureau

Complaints Received	1
Conferences Held	11
Correspondence	70
Inspections Performed	1
Investigations Conducted	6
Plan Reviews	5
Public Education	3
Burning Permits Issued	8

**Personnel**

Firefighter/Paramedic Robert D. Weimer was promoted to Equipment Operator/Paramedic on July 23, 2023.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

**File Attachments for Item:**

. Police Department Monthly Report for July 2023



# **City of Cumberland Department of Police**

**Monthly Report**

**July 2023**



# City of Cumberland Department of Police

## Monthly Report

### July 2023

#### Part 1 Crimes for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Aggravated Assaults	5	6	B & E (All)	10	15	Murder	0	0	Rape	0	2
Robbery	2	2	Theft - Felony	2	1	Theft - Vehicle	4	5			

#### Selected Criminal Complaints for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Theft - Misdemeanor	14	10	Theft - Petty	31	42	Domestic Assaults	13	15	CDS	33	29
Disturbances	152	159	DOP/Vandalism	20	26	Indecent Exposure	2	0	Sex Off - Other	0	9
Suicide	0	0	Suicide - Attnpt.	0	0	Tampering M/V	0	0	Abuse - Child	2	1
Trespassing	23	40	Assault on Police	5	4	Assault Other	31	22			

#### Selected Miscellenous Incidents for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Alcohol Volations	0	3	Juvenile Compl.	32	19	Missing Persons	5	10	School Resource	15	18
School Threat	0	0	Sex Off. Regist.	4	0	Truancy	0	0	Death Investigation	8	6

#### Selected Traffic Incidents for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
DWI	9	12	Hit & Run	18	13	M/V Crash	41	61	Traffic Stop	380	462

#### Selected Service Calls for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Alarms	42	42	Assist Motorist	34	44	Check Well-Being	179	169	Foot Patrol	84	89
Assist Other Agency	86	72	Bike Patrol	0	2	Special Events	7	6	Suspicious Activity	85	93

#### Current Incident Status for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Open	23	99	Arrest	212	266	Closed	1996	2151	Suspended	54	66



# City of Cumberland Department of Police

## Monthly Report

### July 2023

#### Arrests Totals for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
M/V Citations	49	54	M/V SERO	2	3	M/V Warnings	319	403	Arrest on View Adult	27	40
Arrest On Crim. Cit.	17	21	Arrest Summons	22	35	Arrest Warrant Adult	37	59	Adult Crim.	103	148
Arrest Summon (Chrg)	20	28	Arrest Warrant (Chrg)	14	23	Juvenile Crim.	23	17	Arrest on View Juv	23	7
Arrest Warrant JUV	0	0	Emer. Petition	56	67	Fingerprinting	1	0	RunAway & Miss Per.	5	11
Civil Citation	0	2									

**Total Incidents Reported :**

<b>2022</b>	<b>2023</b>
<b>2,285</b>	<b>2,582</b>

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**Chuck Ternent - Chief of Police**

# CUMBERLAND POLICE DEPARTMENT

## MONTHLY REPORT

July 2023

### SWORN PERSONNEL: 51 SWON OFFICERS

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

### CIVILIAN EMPLOYEES: 7 full time, 8 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	0 part time OPEN
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 full 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: 1093  
COMP TIME USED: 122.75  
SICK TIME USED: 20

YEAR TO DATE (beginning 07/01/23): 1093  
YEAR TO DATE (beginning 07/01/23): 122.75  
YEAR TO DATE (beginning 07/01/23): 20

### OVERTIME REPORT

OVERTIME WORKED: 106  
HOSPITAL SECURITY: 179  
COURT TIME WORKED: 416

YEAR TO DATE (beginning 07/01/23): 106  
YEAR TO DATE (beginning 07/01/23): 179  
YEAR TO DATE (beginning 07/01/23): 416

**File Attachments for Item:**

1. Approval of the Work and Regular Session Minutes of July 18, 2023, and the Closed and Work Session Minutes of August 8, 2023





# Mayor and City Council of Cumberland

*Mayor* Raymond M. Morriss  
*Councilman* Richard J. "Rock" Cioni  
*Councilman* Eugene T. Frazier  
*Councilman* James L. Furstenberg  
*Councilwoman* Laurie P. Marchini

City Administrator Jeffrey F. Silka  
City Solicitor Michael Scott Cohen  
City Clerk Allison K. Layton

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## MINUTES

M&CC Regular Public Meeting  
City Hall

DATE: July 18, 2023

### **I. OPEN SESSION – 6:15 p.m.**

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

### **III. Roll Call**

Council Member Richard J. "Rock" Cioni  
Council Member Eugene T. Frazier  
Council Member James L. Furstenberg  
Council Member Laurie P. Marchini  
President Raymond M. Morriss

**Also Present:** Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk

### **IV. Director's Reports**

**Motion** to approve the reports was made by Council Member Cioni, seconded by Council Member Frazier, and was passed on a vote of 5-0.

#### **(A) Administrative Services**

1. Administrative Services Monthly Report for June 2023

#### **(B) Public Works**

1. Maintenance Division Monthly Report for June 2023

#### **(C) Fire**

1. Fire Department Monthly Report for June 2023

#### **(D) Police**

1. Police Department Monthly Report for June 2023

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

1. Utilities Division Flood/Water/Sewer Monthly Report for June 2023

**V. Approval of Minutes**

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

1. Approval of the Closed, Work, and Regular Session Minutes of July 5, 2023

**VI. Public Comments**

*No public comments*

All public comments are limited to 5 minutes per person

**VII. Unfinished Business**

**(A) Ordinances**

1. **Ordinance 3963** (*2nd and 3rd readings*) - authorizing the transfer of 325 Independence Street to Jan Rivera for the purchase price of \$100.

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

**Motion** to accept the reading and move to the third after comment was made by Council Member Cioni, seconded by Council Member Furstenberg, 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**

**(A) Ordinances**      **THE ORDINANCE WAS WITHDRAWN**

1. **Ordinance 3964** (*1st, 2nd, and 3rd readings*) - amending Ordinance 3961, approved June 20, 2023, with the additional transfer of the parcel at 402 N. Mechanic Street to the Allegany Historical Society.

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

Mr. Silka reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. **Motion** to approve Orders 27,271 – 27,277; 27,279 & 27,280; 27,282 – 27,284 was made by Council Member Cioni, seconded by Council Member Frazier, and was passed on a vote of 5-0. **Motion** to approve Orders 27,278 & 27,281 *only*, was made by Council Member Furstenberg, seconded by Council Member Frazier, and was passed on a vote of 4-0, with Council Member Marchini recusing herself from the vote on those two Orders.

**Order 27,271** - accepting accept the State bid proposal from Hertrich Fleet Services Inc. for four (4) road ready 2024 Ford Police Interceptor Utility police vehicles at \$50,803 each for a total cost not to exceed \$203,212.

**Order 27,272** - authorizing the Chief of Police to accept the FY24 MCIN Grant in the amount of \$295,965 to be used in support of crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminals and streamlining information sharing to address gang and drug trafficking, with grant funds obligated for contractual salaries, personnel services and overtime for increased manpower within allied agencies.

**Order 27,273** - authorizing the Chief of Police to accept the FY24 Sex Offender Compliance grant in the amount of \$17,851 for Cumberland Police Department and Allegany County Sheriff's Office overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency.

**Order 27,274** - authorizing the Chief of Police to accept the FY24 Police Accountability, Community and Transparency (PACT) Grant entitled "Body Worn Camera Program" in the amount of \$174,553 for the salary for an IT employee, the Body Worn Camera program and the purchase of Body Worn Camera software and equipment.

**Order 27,275** - accepting the proposal from Hite Associates, Inc. for City Project 5-22-WRF to replace shingled roofs for the Maintenance, Chlorine, and Electrical buildings at the Water Reclamation Facility in the estimated unit cost not to exceed \$125,794.67, using NJPA pricing to solicit a competitive bid.

**Order 27,276** - authorizing the execution of a Memorandum of Understanding by and between the MD Department of Housing and Community Development (DHCD) and the Mayor and City Council of Cumberland for the administration of the federally funded Section 8 Housing Choice Voucher Program in the City of Cumberland for the term retroactive to July 1, 2023 and through June 30, 2026.

**Order 27,277** - authorizing payment to various community groups from the hotel/motel tax receipts in an amount not to exceed \$45,000.

**Order 27,278** - accepting the proposal from CBIZ Insurance Services for risk management services for FY24 in the amount not to exceed \$35,750.

**Order 27,279** - accepting the proposal from PMA Companies to provide Workers Compensation Insurance for Fiscal Year 2024 for the estimated amount of \$1,058,487 and authorizing execution of a Prefund Deductible Reimbursement and Security Agreement to effect the coverage.

**Order 27,280** - accepting the proposal from Local Government Insurance Trust (LGIT) to provide insurance coverages for FY24 for property, general and excess liability, police legal liability, auto comprehensive and liability, and boiler/machinery for the amount not to exceed \$396,489.

**Order 27,281** - accepting the proposal from CBIZ Insurance Services, Inc. to provide Public Officials Liability coverage for FY24 through Ace American Insurance for the amount not to exceed \$27,300.

**Order 27,282** - accepting the proposal from CDW Government for the upgrade of existing Cybersecurity infrastructure with replacement firewalls and failover redundancy in the amount not to exceed \$89,561.06.

**Order 27,283** - declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap.

**Order 27,284** - rescinding Order No. 27,152 and approving the purchase of a 2023 Ford F-350 Service Body Truck from Keystone Ford with an upfit by J&J Equipment in the not to exceed amount of \$68,956.

## **IX. Letters / Petitions**

1. Letter from the City Clerk advising that the deadline has passed for receiving a referendum on Annexation Resolution No. 2023-01-ANNX, approved May 2, 2023, for property located on the south side of Maryland Route 144 in Allegany County, MD, Election District No. 22, consisting of 8.848 acres +/- and owned by the Ali Ghan Club, Inc., with the resolution becoming effective June 16, 2023.

## **X. Public Comments**

**Kevin Kiff, Kiff Towing and Recovery, 426 Chestnut Street**, spoke of his concerns about the streets, saying that he represents several people that were promised Chestnut Street was next for paving back with Mayor Grimm was in office, and said that so far all that has been done is 1,110 coal patches on the street. He suggested talking to Burgmeier's about not coming through so heavy, and tearing up the street, and asked that the Street Supervisor come and look at it.

Mayor Morrisss replied that they will talk to the Street Supervisor and to Burgmeier's.

**Helen Hendrickson, 505 Valentine Avenue**, stated that she has been having a problem at her house with lots of rainwater flooding her house from the neighbor's house. She claimed that she has lost her entire belongings in the house due to flooding, and said the neighbor won't handle it. She also claimed that she has lost \$1700 from her garden being ruined. Gary Price, speaking on Ms. Hendrickson's behalf, described the situation in more detail. He stated that there needs to be new storm drains that don't collapse, and said Miss Utility was called to mark the lines. He stated that he was harassed by the County and by someone in Community Development for not putting up a silt fence. Mr. Price noted that silt wasn't the problem, the water is coming from the culvert, and said he has been flooded 3 times this week, noting that the water shoots out of the pipe like taking a shower. He stated that this comes across the neighbor's yard into the basement. Mr. Price stated that there is a new guy moving in there, and said hopefully he fixes it. He provided several photos of the flooding to M&CC. He stated that he's made all the arrangements he could possibly make, and said when they get these torrential downpours, it's just a matter of time before they lose the house.

Mayor Morrisss stated that he appreciates Mr. Price coming in and said they will take a good look at it and get Engineering to check it out.

**Jerry Frantz, 1513 Bedford Street**, spoke about the article in the Times-News about raising the stipends for M&CC. He stated that he is in favor of the raises, saying they are long overdue, and is also in favor of periodic increases. He said, though, that he is not in favor of the method that the raises will be given, and said they need to come up with a different method that should be

approved by a public vote. He asked if the stipend increase is for the next term of M&CC, or for the current M&CC, and if so, said that would be M&CC voting themselves a raise. Mayor Morriss stated that the increase is effective as of July 1, 2023, and said he and Council are worth it, have been worth it the whole time, and it is being done now. He thanked Mr. Frantz for his input.

Council Member Marchini stated that she understands Mr. Frantz's perspective, but said if other cities the same size of Cumberland are compared, as well as comparing M&CC to the County Commissioners, the City elected officials' stipends are excessively less, and they do not get a benefits package at all.

All public comments are limited to 5 minutes per person

**XI. Adjournment**

With no further business at hand, the meeting adjourned at 7:00 p.m.

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

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

ATTEST: Allison K. Layton, City Clerk: \_\_\_\_\_



# Mayor and City Council of Cumberland

*Mayor* Raymond M. Morriss  
*Councilman* Richard J. "Rock" Cioni  
*Councilman* Eugene T. Frazier  
*Councilman* James L. Furstenberg  
*Councilwoman* Laurie P. Marchini

City Administrator Jeffrey F. Silka  
City Solicitor Michael S. Cohen  
City Clerk Allison K. Layton

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## Mayor and City Council of Cumberland

### WORK SESSION

City Hall 2<sup>nd</sup> Floor Conference Room  
57 N. Liberty Street  
Cumberland, MD 21502

Tuesday, July 18, 2023, 5:00 p.m.

**PRESENT:** Mayor Raymond M. Morriss; Council Members: Richard Cioni, Eugene Frazier, Jimmy Furstenberg, Laurie Marchini.

**ALSO PRESENT:** Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Robert Smith, Director of Engineering and Utilities; Matt Idleman, Deputy Director of Engineering; Chuck Ternent, Chief of Police; Melinda Kelleher, Executive Director, DDC; Greg Kerr, Skatepark Committee

**Media:** Teresa McMinn, Cumberland Times-News  
Kathy Cornwell, WCBC Radio

#### I. BALTIMORE STREET CONSTRUCTION PROJECT ACCESS HOURS DISCUSSION

Mr. Smith discussed allowing contractors to begin work at 6:00 a.m. He advised that heavy equipment needs to warm up, start the sawing and jackhammering at 7:00 a.m. in accordance with the noise ordinance; weekends at 8:00 a.m. He discussed the complaints the City has been getting, but said the decibel readings have been monitored and are at the allowable level. Mr. Smith asked to have authority to adjust times for the next 15 months to allow the contractor to begin earlier, and said he is trying to balance both sides. He stated that if they can't start early, they can't avoid shutting down water and sewer during prime hours. He said the earlier the contractor can start, the faster this project will go. He advised that they will continue to follow the ordinance pertaining to 90 decibels, with monitoring, but said that the project cannot be done without going over 90 decibels, due to the jackhammering. He stated that they will strive to not be jackhammering and sawing so early, but allowing some activity early. He asked to amend the noise ordinance for this specific project, for a finite amount of time.

Mayor Morriss clarified Monday – Friday, begin work at 6:00 a.m.; Saturday or Sunday at 6:00 a.m., with permission. Mr. Smith stated that by starting at 6:00 a.m. on the weekends, they can be out of there by 2:00 p.m. so that the downtown is can be available for businesses and events.

There was discussion clarifying that all work will begin at 6:00 a.m., including sawing and jackhammering, but heavy equipment will not start up at 5:00 a.m. They discussed communicating all this, starting at 6:00 a.m., and especially water outages, so there aren't a lot of complaints. Council Member Marchini stated that there should be communication from Triton to Engineering, and from Engineering to those affected. Mr. Smith stated that 3 different people talk to Triton every day about their schedule, and said the valve issue just wasn't communicated properly. He assured M&CC that the contractors aren't just running loose through the downtown. Mayor Morriss said he is all for giving them an hour earlier, and explained that giving them more time, an extra hour a day, and weekends when needed, they are running close to schedule and we don't know what the winter will bring. He explained that they want them to stay on or ahead of schedule in case of unexpected weather issues, and said people will need to understand that this is for the best.

Melinda Kelleher stated that they have done a good job of building trust in the downtown area, and said people have been overall positive about Triton. She stated it's the residents complaining, not the businesses. She said any changes need to be communicated along with the "why" behind what is happening. She stated that she and Mr. Idleman talk every day and said if they she can just relay the basic information – water, electricity, blocking of buildings – it would be helpful. She stated that with last Saturday's work there were no complaints coming in, and said people are not being unreasonable, they just need to know.

There was discussion about what the best form of communication is. Ms. Kelleher stated that she has emailed, printed, and taken the list door to door, and left it on the door if they were not there. She added that it's also put on Facebook and other social media. There was discussion about communicating to the people most affected in advance, but it was noted that it's never going to be 100%. Mr. Smith explained that he personally knocks on doors, as have Matt Miller and Triton Construction, and said they are going to continue to be as respectful as possible, to get this done and move on to other projects. He said there's a lot happening, and he will need to have another discussion about a building on Baltimore Street. He said he's happy with the construction work so far, and said he sees no reason to expect things to fall behind. He added that once they get to the George Street block there will be fewer things on the road.

There was discussion about needing an Order for the next meeting. It was stated that Triton will not deviate from the current noise ordinance until the Order is approved on August 2<sup>nd</sup>. Ms. Kelleher stated that a press release should be distributed.

## **II. PARKING (MPA) DISCUSSION**

Mr. Silka discussed the presentation he did in March about the state of parking, and taking a 3-prong approach with hardware, enforcement, and fees. He stated that Mr. Gandolfi outlined some of the financial impacts, especially as ARPA funding dissipates.

Mr. Silka went through the highlights, saying that the MPA expenses have exceeded revenue for many years, and said GF assistance is predicting a deficit for the next 3 years. He stated that they are faced with increased personnel cost, debt service cost, operations and maintenance, and added that as debt service goes down, it will need to be reissued due to needing more funds.

Mr. Silka advised that they have 78,000 hours of paid parking through the kiosks annually, and stated there are 362 parking leases available in garages and lots. He discussed the policy in place that allows for 2 warnings before a citation is issued, discussed how much revenue was lost by the double warning policy, and said it's not a good picture.

Mr. Silka discussed increasing the usage of parking meters, and talked about parking apps. He advised that they have looked extensively at 2 of them – Passport – multi-faceted and robust, but \$30K annual cost in software. ParkMobile – probably deployed the most throughout the country. He said Frostburg uses it, and he has used it himself in Annapolis. He said you just download the app and it works anywhere, and explained how the app works, saying it allows for kiosk usage as well for people who haven't loaded the app. He advised that there is a .45c fee charged per session to the user, and the City is charged .20c per transaction and 3% for credit card processing. He stated that this allows ease of parking, and said there is not up-front cost to the City. He added that there is no cost if no one uses it. He recommended the City allows a contract with ParkMobile to get Phase I started.

Mr. Silka discussed the City's 2-warning policy, and recommended the City drops that courtesy, but said he wants M&CC input on this. He added that he believes this is leaving revenue on the table, and said it's people choosing not to pay a dollar to park, but in the long run choosing to pay \$25 for a citation. Mayor Morris stated that he doesn't want to fine the person for not paying to park, he wants to modify people's behavior. He said fines should not be a revenue source.

There was discussion about being lenient if someone goes 1 minute past their parking time limit. Mayor Morris questioned where the line can be drawn, asking if the first 2 free hours parking at the George Street garage will turn into 2 hours 15 minutes, or maybe 2 and a half hours? Mr. Silka advised that once a meter hits zero, it isn't automatic that enforcement is going to know – they would have to be there - so they may get a break, but said it's a gamble. He stated that ParkMobile gives out text alerts to let you know time is running out.

Mayor Morris asked if M&CC were in agreement on removing the 2-warning policy. There seemed to be agreement by M&CC.

Mr. Silka then discussed raising parking fees because the City is running a deficit. He proposed leases to be raised an additional \$5 per month, and meters by .25c per hour, to bring in an additional \$19K. He said this would not affect the George Street leases that are under the new incentive program. He said small increases are advised, and said they will need to look at it each year.

Mayor Morris discussed the new parking spaces that will be on Baltimore Street once the project is finished, and advised that those are going to be the most premium spots, so it may be worth looking at a premium price.

*There was consensus to proceed with Mr. Silka's recommendations.*

Mr. Silka advised that they will have the ordinance prepared for the next regular meeting. The Mayor stated that there needs to be a limit to how many tickets someone can get before they get booted or towed. He added if it isn't an issue now, it will reach the point where it becomes one. It was suggested that Ms. Kelleher be in the loop on this so she can advise the downtown area. Mr. Silka stated that he will make known that these are his recommendations.



### **III. SKATEPARK DISCUSSION**

Mr. Silka advised that they have been discussing the skatepark since March of 2022, and said they are now at a critical juncture. He noted that ARPA funding of \$250K has been earmarked by the County, and advised that if they want to get this park built, they have to commit to it. He stated that the design cost has come down, taking \$100K off the project, and said they need outside engineering involved. He stated that the project is approximately \$550K, with \$250K promised with ARPA, and said they need a yes or no to commit \$325K in funding so they can use the ARPA funding. He stated that they don't want to hold the ARPA funding at the County level, they need to make a decision. He handed it off to M&CC to make a plan and/or give direction.

Mayor Morriss stated that without question they've had good community interest in this project, and said while \$325K is a lot of money, this is something different and unique. He stated that the young people are overlooked that don't join teams, or are not that kind of athlete. He said this will give them a sense of community, and they need that. He added that his perspective is the City should look at it and do it. Most of Council stated that they are on board. Mr. Silka added that they have a hard-core commitment from the County, and a certified copy of the motion.

There was discussion about when the project preparation would start. Mr. Silka replied that it would begin in the Spring, and Mr. Kerr stated that he spoke to the guys in preparation and said they can work through the winter here.

Mr. Silka stated that he will be the project manager on this endeavor, and will coordinate everyone together. He said this will happen, and said they will do an order in the next meeting to authorize the funding. He added that he's hopeful grant funding will materialize since this is now an actual project.

Mayor Morriss stated that this has come a long way since the initial meetings, and said he appreciates Mr. Kerr and Stephanie taking the lead on this.

### **IV. AGENDA REVIEW – JULY 18, 2023**

Mr. Silka advised that Ordinance 3964 will be pulled, delayed until next month, and said the attorney has not reviewed the deed.

Council Member Marchini advised that she will be recusing herself from Orders 27,278 and 27,281. Mr. Silka mentioned Order 27,284 which will rescind Order 27,152 for the cost of the truck.

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

Council Member Cioni gave a reminder about Friends of the Park, said they have had meetings, and have an event coming up in August. He discussed working with Ryan Mackey, said communication was good and no problem with volunteers. He mentioned that Sue Rudd is spearheading the project.

Council Member Marchini passed along a thank-you note from Miss Cumberland for sponsorship. She stated that Merchant's Alley has new lights, sandwich boards, and a bike rack.

She discussed Friday After Five moving to N. Centre Street, and said there have been email updates regarding downtown progress. Ms. Marchini discussed the submission of 5 grant applications for Community Legacy funding, and said the Lakota Group is right on target. She mentioned that HPC has established an arts commission for outside art, and said the Main Street Committee continues to meet, with good conversations happening. She stated that chargers are needed for e-bikes. She mentioned some public comments about weed-control at City entrances. She also stated that they are hoping to have a Face-Time session with the Governor in early August.

Mayor Morriss also mentioned the Governor and working with Mr. Rhinehardt from Percy & Associates, to outline needs for next year, which will be based on infrastructure needs, sewer lines widening of Harrison and Mechanic Streets to accommodate the crosstown bridge work in 2026.

Council Member Furstenberg discussed at meeting at the Allegany Museum, and said it was good to listen to other groups' perspectives. He noted that with all the construction, people can still get around to shops, businesses and restaurants.

Council Member Frazier discussed the meeting at the museum as well, and said it was a good event. He also mentioned that the concerts in the area have been great.

## **VI. ADJOURNMENT**

With no further business at hand, the meeting adjourned at 6:19 p.m.

Respectfully Submitted,

Allison K. Layton  
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, August 8, 2023; 4:00 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b)(13) of the General Provisions Article of the Annotated Code of Maryland to have a City Incentive Discussion regarding the Memorial Hospital Project.

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

**PRESENT:** Raymond M. Morriss, President; Council Members Richard Cioni, Eugene Frazier, Jimmy Furstenberg (arrived at 4:10 p.m.), and Laurie Marchini.

**ALSO PRESENT:** Jeffrey F. Silka, City Administrator; Sherri L. Nicol, Assistant to the City Clerk; Michael Cohen, City Solicitor; Matt Miller, Executive Director-CEDC; Stu Czapski, Economic Development Specialist



# Mayor and City Council of Cumberland

*Mayor* Raymond M. Morriss  
*Councilman* Richard J. "Rock" Cioni  
*Councilman* Eugene T. Frazier  
*Councilman* James L. Furstenberg  
*Councilwoman* Laurie P. Marchini

City Administrator Jeffrey F. Silka  
City Solicitor Michael S. Cohen  
City Clerk Allison K. Layton

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## Mayor and City Council of Cumberland

### WORK SESSION

City Hall 2<sup>nd</sup> Floor Conference Room  
57 N. Liberty Street  
Cumberland, MD 21502

Tuesday, August 8, 5:00 p.m.

**PRESENT:** Mayor Raymond M. Morriss; Council Members: Richard Cioni, Eugene Frazier, Jimmy Furstenberg, Laurie Marchini.

**ALSO PRESENT:** Jeffrey F. Silka, City Administrator; Sherri L. Nicol, Assistant to the City Clerk; Michael Cohen, City Solicitor; Matt Miller, Executive Director – CEDC; Stu Czapski, Economic Development Specialist

Teresa McMinn, Cumberland Times-News

Kathy Cornwell, WCBC Radio

### I. CEDC UPDATES

Mr. Miller provided updates on two projects the CEDC is handling: Downtown Surveillance, and Messick Road.

Mr. Miller stated that they have reached an agreement with 13 building owners whose properties will be used as camera locations, and said the next step is to fill out a Certification of Appropriateness application, allowing the equipment to be installed. He stated that his goal is to have those applications to Ruth Davis-Rogers by this Friday, with contractors beginning their portion of the work by mid-September, with the first Phase of the project taking 6-8 weeks. He stated that this is in addition to the distribution of 54 Ring cameras.

Mr. Miller advised that there has been some movement at the Messick Road project with pre-development site work, and a grading plan by Century Engineering. He stated that the progress meeting last Tuesday went very well, with the first set of deliverables in two weeks, which will be valuable for grant funding. He added that Phase I consists of ingress, egress, etc., and infrastructure due diligence, and said they will put out a packet to solicit excavators.

There was discussion about George Edwards Fund money, from which Mr. Miller stated he has secured \$750K, and ARC funding. Mr. Miller stated that other grants, which are federal, are a lot more difficult to secure.

Mr. Miller discussed the site and flood levels, stating it will be raised well above the floodplain.

## **II. ADJOURNMENT**

With no further business at hand, the meeting adjourned at 5:08 p.m.

Respectfully Submitted,

Sherri L. Nicol  
Assistant to the City Clerk

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

**File Attachments for Item:**

. R2023-03 - (*I reading only*) - granting the Western Maryland Scenic Railroad Corporation, Inc. a property tax credit for the 2023-2024 tax year, as provided for by Section 9-302(b)(4) of the Tax Property Article of the Annotated Code of Maryland

**City of Cumberland**  
- Maryland -

**RESOLUTION**

RESOLUTION NO. **R2023-03**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND,  
GRANTING THE WESTERN MARYLAND SCENIC RAILROAD DEVELOPMENT  
CORPORATION, INC., A PROPERTY TAX CREDIT FOR THE  
TAX YEAR 2023-2024**

- WHEREAS,** the Mayor and City Council of Cumberland is, by State Law, granted the authority to impose taxes upon the assessed valuation of property situated within the City of Cumberland against the owners of such property; and
- WHEREAS,** Section 9-302 of the Tax-Property Article of the Annotated Code of Maryland provides that a municipal corporation in Allegany County may grant, by law, a property tax credit against certain property owners; and
- WHEREAS,** the Western Maryland Scenic Railroad Development Corporation, Inc. is such a property owner designated in Section 9-302(b)(4) of the Tax-Property Article of the Annotated Code of Maryland; and
- WHEREAS,** the Western Maryland Scenic Railroad Development Corporation, Inc. has, pursuant to Section 9-301(e)(1), applied for the property tax credit; and
- WHEREAS,** the Mayor and City Council of Cumberland desires to grant to the Western Maryland Scenic Railroad Development Corporation, Inc. a property tax credit against the municipal corporation property tax imposed on the Western Maryland Scenic Railroad Development Corporation, Inc. for the tax year 2023-2024.

**NOW, THEREFORE, BE IT RESOLVED THAT,** the Western Maryland Scenic Railroad Development Corporation, Inc. be and is hereby granted a property tax credit against any and all municipal corporation property tax imposed upon it by the City of Cumberland for tax year 2023-2024.

*Given under our Hands and Seals this 15th day of August, 2023, 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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Allison K. Layton  
City Clerk

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Raymond M. Morriss  
Mayor

**File Attachments for Item:**

. Ordinance 3964 (*1st, 2nd and 3rd readings*) - authorizing the amendment of Ordinance No. 3961 transferring 332 N. Mechanic and 400 N. Mechanic Street to the Allegany County Historical Society for the purchase price of \$156,000 by adding 402 N. Mechanic Street to the parcels being sold



## **ORDINANCE NO. 3964**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO AMEND ORDINANCE NO. 3961 BY ADDING 402 N. MECHANIC STREET TO THE PARCELS BEING SOLD TO THE ALLEGANY HISTORICAL SOCIETY, INC., UNDER THE TERMS OF ORDINANCE, NO. 3961 TO WIT, THE PROPERTY WHICH HAS NOW BEEN IDENTIFIED AS 402 N. MECHANIC STREET."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of certain parcels of real property located at 332, 400 and 402 N. Mechanic Street, Cumberland, MD 21502;

**WHEREAS**, the sale of 332 and 400 N. Mechanic Street, Cumberland, MD 21502 to Allegany County Historical Society, Inc. for \$156,000.00 was authorized under the terms of Ordinance No. 3961;

**WHEREAS**, the property at 402 N. Mechanic Steet was intended to be included in the solicitation for bids known as the "GovDeals Online Firehouse Auction" as it is part of the property commonly known as the Canada Hose House;

**WHEREAS**, as a matter of oversight, it wasn't;

**WHEREAS**, 402 N. Mechanic Street was declared surplus under the terms of Order No. 27,140 passed by the Mayor and City Council on December 6, 2022; and

**WHEREAS**, with the amendment of Ordinance No. 3961 effected by this Ordinance 332, 400 and 402 N. Mechanic Street, Cumberland, MD 21502 will be conveyed to Allegany County Historical Society, Inc. for the aforesaid originally agreed upon purchase price.

**NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council amend Ordinance No. 3961 by adding 402 N. Mechanic Street, Cumberland,

MD 21502 to the list of properties to be sold to Allegany Historical Society, Inc.

**SECTION 2:** AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver a deed for all three (3) parcels to Allegany County Historical Society, Inc., the said deed being in the form attached hereto.

**SECTION 3:** AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect on the date of its passage.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

\_\_\_\_\_  
Allison Layton, City Clerk

## **EXHIBIT A**

**NO TITLE SEARCH PERFORMED**

**THIS QUITCLAIM DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Allegany County Historical Society, Inc.** (the “Grantee”), a Maryland non-profit corporation.

**WITNESSETH:**

That for and in consideration of the sum of One Hundred Fifty-Six Thousand Dollars (\$156,000.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, its successors and assigns, all of the City’s right, title, interest and estate in and to the pieces or parcels of real estate lying and being in the City of Cumberland, Allegany County, Maryland which are described as follows:

PARCEL ONE  
402 North Mechanic Street  
TAX ID# 05-009960

PART OF town lot No. 255 in the rear of the Hose House of the Volunteer Fire Company known as the Canada Volunteer Fire Company covered by the Big Spring, the same being a part of that part of Lot No. 255 which was conveyed by Martin Gerbig and Dorothea Gerbig, his wife, by deed dated 23<sup>rd</sup> of February, 1895, and recorded in Liber No. 76, Folio 543, one of the Land Records of Allegany County. Said part hereby intended to be conveyed to the party of the second part is described as follows, to wit:

BEGINNING at the beginning of the whole lot number 255, which point is now the South East corner of the frame part of the Canada Volunteer Fire Company’s Hose House and which is North 55 degrees 05 minutes West 24 feet, South 86 degrees 55 minutes West 70 feet from a stone on the south side of Mechanic Street at the North East corner of said Ernest Jahn’s Saloon and running thence from said beginning with the face line of the stone wall enclosing said Big Spring South 25 degrees 40 minutes West 21-7/10 feet, South 50 degrees 45 minutes West 18-2/10 feet, South 62 degrees 25 minutes West 30-5/10 feet, South 14 degrees 45 minutes West 79-7/10 feet to Wills Creek and to the fourth line of the whole lot number 255, then with the lines of said whole lot North 54 degrees 55 minutes West 26-9/10 feet, North 13 degrees 06 minutes East 132 feet, South 71 degrees 15 minutes East 66-5/10 feet to the beginning. The said party of the second part, its successors and assigns is hereby limited by a line drawn South 23 degrees 45 minutes West from

the Northwest corner of said Canada Hose House East of which line on building shall be erected above the level of Mechanic Street. The courses of the foregoing description are referred to in the magnetic meridian of 1904.

PARCEL ONE is more particularly and more accurately shown on the Flood Control Map designated as Map WC-74, revised April 1955, a copy of which is incorporated herein by reference. Parcel One is depicted on said plat as the parcel extending from the tract depicted as "City of Cumberland" back to Wills Creek.

SUBJECT, HOWEVER, to the easements, restrictions, covenants and conditions established by a Deed of Easement from the Mayor and City Council of Cumberland to the United States of America that is dated June 4, 1959 and recorded in Liber 311, folio 177.

BEING the fee simple property which, by Deed dated June 1, 2017, and recorded in the Land Records of the County of Allegany, Maryland, in Liber 2307, Folio 315, was granted and conveyed by Cumberland Neighborhood Housing Services, Inc., a Maryland corporation unto Mayor and City Council of Cumberland, a Maryland municipal corporation.

PARCEL TWO  
400 North Mechanic Street  
TAX ID# 05-007712

ALL that part of a tract or parcel of land lying and being in the county aforesaid, known and distinguished by the name of "Walnut Bottom" and situate in the Town of Cumberland on the East side of Wills Creek and South side of Mechanic Street at the head of the Big Spring in said Town.

BEGINNING for said part at a stone marked FK standing in the said spring when it is high and is the beginning of Lot No. 255 and running thence with the first line of said Lot North eighty- two degrees East sixty-three feet to intersect a line drawn South Seventy-one degrees and one-fourth of a degree east from a stone No. 256 thence reversing said line North seventy-one degrees and one-fourth of a degree west one hundred and twenty-three feet and one-half foot to the aforesaid stone No. 256 standing on the South side of Mechanic Street, it being the beginning of Lot No. 256 thence reversing the given line of said lot South eighteen degrees east thirty-five feet to a Locust root standing at the end of the last line of Lot No. 255 and near the north west side of the Big Spring, thence with a straight line to the beginning. Together with all and singular the buildings, improvements, woods, ways, waters, water courses, rights, liberties, privileges, hereditaments, and appurtenances, whatsoever, thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof and all the estate, right, title and interest property, claim and demand whatsoever of him the said Thomas Beall of Samuel of in and to the aforesaid described part of the above named tract of land called "Walnut Bottom" or by whatsoever name it may be known, or called and every part and parcel thereof both at Law and in Equity, or otherwise howsoever of in and to the same.

PARCEL TWO is more particularly and more accurately shown on the Flood Control Map designated as Map WC-74, revised April 1955, a copy of which is incorporated herein by reference. Parcel Two is depicted on said plat as "City of Cumberland."

BEING the fee simple property which, by Deed dated December 2, 2004, and recorded in the Land Records of the County of Allegany, Maryland, in Liber 1107, Folio 118, was granted and conveyed by Cumberland Neighborhood Housing Services, Inc., a Maryland corporation unto Mayor and City Council of Cumberland, a Maryland municipal corporation.

PARCEL THREE  
332 North Mechanic Street  
TAX ID# 05-007240

ALL that piece or parcel of ground known as part of Original Town Lot No. 255 and improved by a dwelling commonly known as Nos. 332-334 North Mechanic Street, situate, lying and being on the southwesterly side of North Mechanic Street in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a point on the second line of the whole parcel as described in a certain deed from Robert M. Campbell et al., to Eldred A. Cromwell et ux., dated March 30, 1962, of record in Deeds Liber 345, folio 287, one of the Land Records of Allegany County, Maryland, distant South 86 degrees 55 minutes West 15.00 feet from a chiseled "X" on the brick sidewalk on the southerly side of North Mechanic Street and running thence (1) with the remainder of said second line, South 86 degrees 55 minutes West 55.00 feet to a hub set at the corner of a stone wall bordering Big Blue Spring and in the rear of the Cumberland Hose Co. No. 1 firehouse; thence (2) with the outlines of the Big Blue Spring, South 25 degrees 40 minutes West 21.7 feet; thence (3) South 50 degrees 45 minutes West 18.2 feet; thence (4) South 62 degrees 25 minutes West 30.5 feet; thence (5) South 14 degrees 45 minutes West 28.19 feet, more or less, to the Local Permanent Easement line of the City of Cumberland Flood Control property line on the northeasterly side of Wills Creek as heretofore excepted and conveyed by Robert M. Campbell et al., to the Mayor and City Council of Cumberland by deed dated October 26, 1955, of record in Deeds Liber 276, folio 224 and as shown on the Plat at folio 225; thence with said Local Permanent Easement line and by a new division line across the whole property of which this is a part, using True Meridian bearing of deed dated October 26, 1955, hereinabove referred to, (6) South 67 degrees 53 minutes East, approximately 74.50 feet to intersect a line drawn South 17 degrees 45 minutes West from the place of beginning of this description and running between the eaves of the dwellings known as No. 330 North Mechanic Street and No. 332 North Mechanic Street; thence (7) North 17 degrees 45 minutes East 120 feet, more or less, to the place of beginning.

BEING the fee simple property which, by Deed dated June 1, 2017, and recorded in the Land Records of the County of Allegany, Maryland, in Liber 2307, Folio 310, was granted and conveyed by Cumberland Neighborhood Housing Services, Inc., a Maryland corporation unto Mayor and City Council of Cumberland, a Maryland municipal corporation.

**SUBJECT TO** all outconveyances, agreements, rights of way, easements and other matters of record.

As to 402 N. Mechanic Street, Cumberland, MD 21502 (Parcel One), **SUBJECT TO** the reservation of easements in favor of the United States of America and Mayor and City Council of Cumberland shown on the Plats for Local Flood Protection (Wills Creek) Project Tract No. WC 74 (a copy of which is attached hereto and incorporated by reference herein) as Federal Permanent and Local Permanent and further subject to the following terms and conditions:

1. Subject to item 2 below, no buildings or structures of any kind may be erected or placed on the property without the written consent of the City or the United States of America.
2. No improvement shall be passed over, under, or through the walls, levees, improved channels or floodways, nor shall any excavations or construction be permitted within the Project permanent easements, nor shall any change be made in any feature of the work without prior determination by the District Engineer, Baltimore District, Corps. of Engineers or his/her authorized representative that such improvement, excavation, construction or alteration will not adversely affect the functioning of the Project protective facilities.
3. No trees or other vegetation shall be planted if they are expected to have a trunk or branches in excess of two (2) inches in diameter.
4. No encroachments or trespasses which will adversely affect the efficient operation or maintenance of the Project works shall be permitted in the Local Permanent and Federal Permanent easement areas as shown on the attached Plat.

5. All restrictions applicable to the Local Flood Protection (Wills Creek) Project as set forth in Local Flood Protection Project Operation and Maintenance Manual dated October, 1977, and any amendments, modifications, restatements or other alterations to its terms.

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

**TO HAVE AND TO HOLD** the above-described property unto the Grantee, its successors and assigns, in fee simple forever.

**WITNESS** the hand and seal of the party of the first part the date first written above.

**WITNESS/ATTEST:**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

\_\_\_\_\_  
**Allison Layton, City Clerk**

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



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

**I HEREBY CERTIFY**, that on this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morris**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed 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 \$156,000.00; 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:** \_\_\_\_\_

**Attorney Certification**

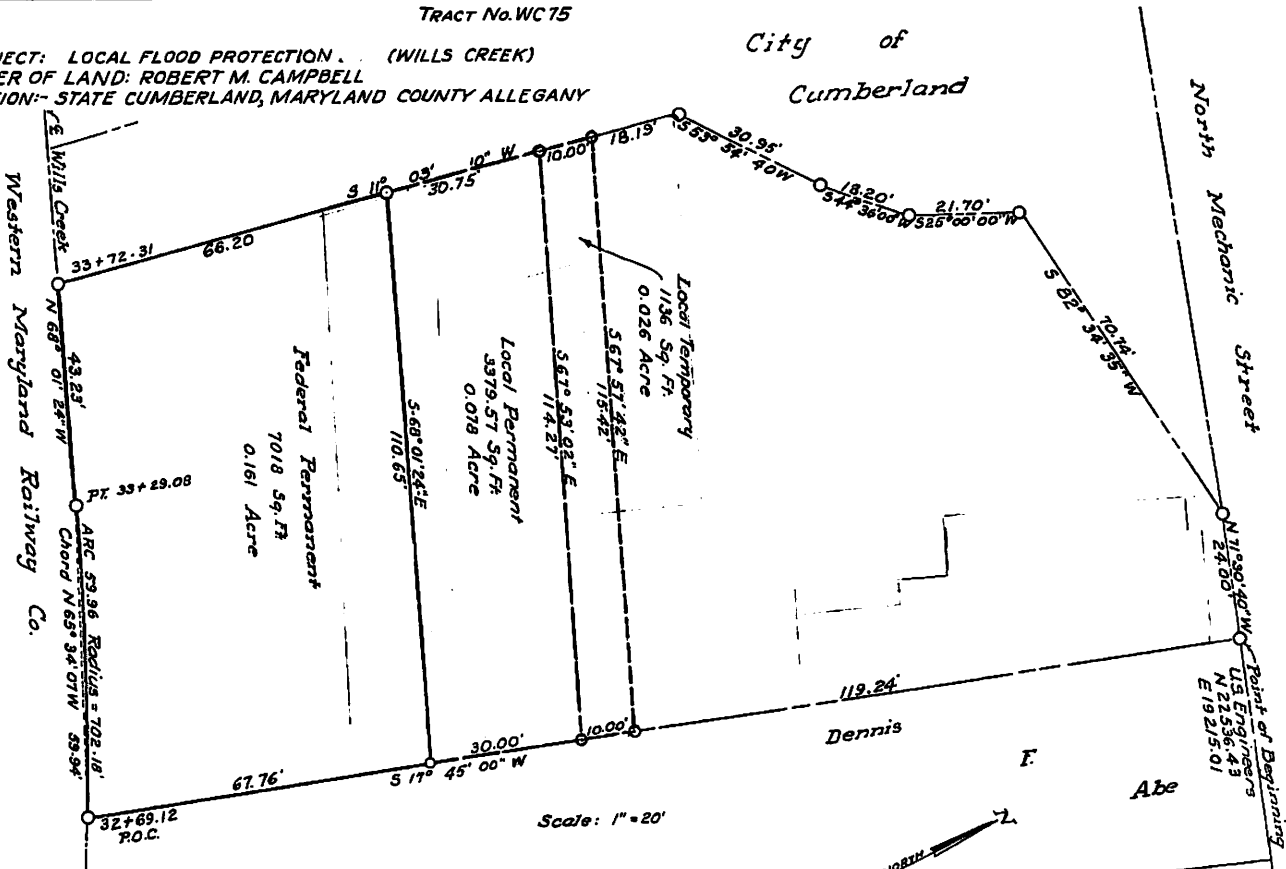
I hereby certify that the foregoing instrument was prepared by the undersigned attorney license to practice law in the State of Maryland. He further certifies that he did not perform a title search in connection with its preparation.

\_\_\_\_\_  
Michael Scott Cohen

TRACT No. WC75

City of  
Cumberland

PROJECT: LOCAL FLOOD PROTECTION (WILLS CREEK)  
OWNER OF LAND: ROBERT M. CAMPBELL  
LOCATION: STATE CUMBERLAND, MARYLAND COUNTY ALLEGANY



I certify that this is an accurate map of Tract No. WC75 based on Engrs. Survey which shows this tract to contain 0.265 acres, more or less, and I further certify that the above described land is substantially the same land as that described in a deed from Hilda Koelker, et al to Robert M. Campbell dated July 6 1946 and recorded in Deed Book No. 210, Page 33, in the Allegany County Records.

John M. Wright, Jr. Engineer  
NAME TITLE

Revised 10 Aug 1953  
8 - OCT - 1952  
Revised 18 April 1955  
DATE

**File Attachments for Item:**

. Ordinance 3965 (*1st reading*) - amending the City of Cumberland Zoning Ordinance (Chapter 25 of the Code) for the purpose of adopting regulations pertaining to short-term rentals in the City of Cumberland

**ORDINANCE NO. 3965**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO AMEND THE CITY OF CUMBERLAND ZONING ORDINANCE (I.E., CHAPTER 25 OF THE CODE) FOR THE PURPOSE OF ADOPTING REGULATIONS PERTAINING TO SHORT-TERM RENTALS."

**WHEREAS**, Title 4, Subtitle 2 of the Land Use Article of the Annotated Code of Maryland grants the Mayor and City Council the power to enact a zoning ordinance, amend it from time to time, and provide for its administration and enforcement.

**WHEREAS**, the City's zoning ordinance (the "Zoning Ordinance") is codified in Chapter 25 of the City Code.

**WHEREAS**, the Zoning Ordinance currently does not have provisions pertaining to short-term rentals, like Airbnb's and VRBO's.

**WHEREAS**, City staff has determined that there is a need to include provisions in the Zoning Ordinance specifically regulating short-term rentals because the short-term rental use fills a niche that is distinct from the others regulated therein and because this use has become more commonplace as an alternative to hotels and motels.

**WHEREAS**, City staff proposed amendments to the Zoning Ordinance which it presented to the City of Cumberland Municipal Planning and Zoning Commission (the "Planning Commission") for its consideration.

**WHEREAS**, the Planning Commission held a public hearing on the subject matter of this Ordinance on July 24, 2023, and determined that it should recommend that the Mayor and City Council pass an Ordinance adopting the amendments proposed by staff.

**WHEREAS**, notice of the time and place of the hearing was published in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on July 10, 2023 and July 17, 2023), the first such notice having been published at least 14 days prior to the hearing, as required by Section 25-439(b).

**WHEREAS**, the Mayor and City Council held a public hearing regarding the subject matter of this Ordinance on \_\_\_\_\_, 2023, having published notice of the time and place of the hearing together with a summary of this Ordinance in the Cumberland Times-

News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on \_\_\_\_, 2023 and \_\_\_\_, 2023), the first such notice having been published at least 14 days prior to the hearing, as required by Section 25-437(f) of the City Code and Section 4-203(b) of the Land Use Article of the Annotated Code of Maryland.

**WHEREAS**, consistent with the recommendation of the Planning Commission, the Mayor and City Council have determined that they should approve the proposed amendments to the Zoning Ordinance.

**NOW, THEREFORE:**

**SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND**, that Section 25-23 of the City Code is hereby amended to include the following definition:

*Short-term rental means a furnished dwelling unit in which the entire unit or separate portions thereof are available for rent for periods of less than forty-five (45) consecutive days to transient guests. (See §§ 25-206(q) & 25-337)*

**SECTION 2: AND BE IT FURTHER ORDAINED**, that the Use Regulations Table set forth in Section 25-132 of the Zoning Ordinance, is hereby amended to include short-term rentals as follows:

USE REGULATIONS TABLE

<b>Key:</b> P Permitted Use C Conditional Use P* Permitted only within cluster developments (pursuant to Section 9)											
<b>USE DESCRIPTION</b>	<b>R-E</b>	<b>R-S</b>	<b>R-U</b>	<b>R-O</b>	<b>B-L</b>	<b>B-H</b>	<b>B-CBD</b>	<b>B-C</b>	<b>I-G</b>	<b>G-C</b>	<b>G-I</b>
<b>Residential</b>											
....											
Short-term rentals	P		P	P	P	P	P	P		P	
....											

**SECTION 3: AND BE IT FURTHER ORDAINED**, that Section 25-206 (*Standards for specific uses*) of the Zoning Ordinance is amended by relettering current Subsections (q) and (r) as Subsections (r)

and (s), respectively, and enacting a new Subsection (q) which shall read as follows:

- (q) *Short-term rentals.*
  - (1) The use shall consist of a maximum of five (5) sleeping rooms.
  - (2) Only designated rooms shall be used for sleeping.
  - (3) No more than four (4) adult persons shall simultaneously occupy any one (1) guestroom.

**SECTION 4: AND BE IT FURTHER ORDAINED,** the Section 25-337(e) (*Schedule of uses and parking quantity regulations*) is amended by renumbering current Subsections 23 to 29 as Subsections 24 to 30, respectively, and enacting a new Subsection 23 to read as follows:

- (23) *Short-term rentals.*
  - a. Two (2) parking spaces for each three (3) or more bedroom apartment unit, rowhouse, two-family dwelling, or single-family dwelling.
  - b. In cases where existing single-family or two-family dwelling structures are expanded or converted to include more than one (1) or two (2) dwellings, respectively, the board of zoning appeals, through the conditional use review process, may lessen the number of required off-street spaces by one (1) space, provided it can be shown that it is not possible to provide all required off-street parking, on-street parking is permitted, and that such on-street parking will not increase traffic congestion in the neighborhood in accordance with Section 25-337.

**SECTION 5: AND BE IT FURTHER ORDAINED,** that this Ordinance shall take effect ten (10) days from the date of its passage.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

\_\_\_\_\_  
Allison Layton, City Clerk

**Cumberland Planning Commission Staff Report**  
**ZTA23-000002 – Short Term Rental**  
**Proposed Zoning Text Amendment**  
**July 24, 2023**

**Definition**

**Short Term Rental:** A furnished dwelling unit in which the entire unit or separate portions thereof is available for rent for periods of less than forty-five (45) consecutive days to transient guests.

- **Permitted Zones**

R-E	R-S	R-U	R-O	B-L	B-H	B-CBD	B-C	I-G	G-C	G-I
P		P	P	P	P	P	P		P	

- Property owners who rent their property, or part of their property, for short-term vacation rental lodging are responsible for collecting and remitting Lodging Tax to the Allegany County Finance Office, in accordance with the Annotated Code of Maryland, Division IV. Local Finance, Title 20. Taxes and Development Impact Fees, Subtitle 4. Hotel Rental Taxes, Part I. County Hotel Rental Taxes.
- No bed and breakfast or short-term vacation rental shall contain more than five (5) sleeping rooms.
- Only designated rooms shall be used for sleeping.
- No more than four (4) adult persons shall simultaneously occupy any one (1) guestroom.
- Property owners who rent their property, or part of their property, for short term vacation rental lodging must provide two (2) parking spaces for each three (3) or more bedroom apartment unit, rowhouse, two-family dwelling, or single-family dwelling. In cases where existing single-family or two-family dwelling structures are expanded or converted to include more than one (1) or two (2) dwellings, respectively, the board of appeals may permit the parking for at least one (1) unit to take place on the street, provided that it can be clearly demonstrated that sufficient place for all required off-street parking is not possible and that on-street parking is permitted, and that such on-street parking will not increase traffic congestion in the neighborhood in accordance with Section. 25-337
- **Short-Term Vacation Rental License Requirements:**
  - Short-Term Vacation Rentals must be licensed as such.
  - These licenses are issued by the Community Development Director and/or their designees pursuant to the requirements set forth in this chapter and any applicable



requirements set forth in the Rental Housing Ordinance. As part of this license, a Short-Term Vacation Rental host must:

1. Provide documentation and a signed declaration of compliance attesting to compliance with subsections (2) through (7);
2. Comply with all applicable City, State, and federal laws;
3. Ensure that all dwelling units have approved working smoke alarms and carbon monoxide alarms in every bedroom and/or on every level of the dwelling unit as required by the Rental Housing Ordinance;
4. Post the following information in a conspicuous place within each dwelling unit or part thereof used as a Short-Term Vacation Rental:
  - a. Emergency contact information;
  - b. Contact information for the Short-Term Vacation Rental host and/or designated Owner's Agent;
  - c. Street address;
  - d. Floor plan indicating fire exits and escape routes;
  - e. The owner rules and regulations;
  - f. Community Development Department contact information; and
  - g. City of Cumberland rules regarding parking, noise, and trash;
5. Maintain and keep readily available for inspection, a guest registry that includes, at a minimum:
  - a. The name of each renter/guest;
  - b. Check in/out dates; and
  - c. Rent paid.
6. Post valid license number on all listings advertising the Short-Term Vacation Rental;
7. Remit all local taxes and required fees.

- Short-term vacation rentals must comply with all provisions detailed in the City's Rental Housing Ordinance, as well as all applicable property maintenance, electrical, plumbing, and building codes.
- Properties hosting a short-term vacation rental must have no outstanding taxes or liens, and the property must remain free from violations of the City Code, Zoning Ordinance, and Rental Housing Ordinance.
- Short-term vacation rentals shall be inspected annually.
- Once a Short-Term Vacation Rental license has been obtained, property owners are required to post their license number on all short-term rental websites along with their listing to rent their home or a room in their home.
- The Owner's Agent must reside within Allegany County and be accessible for the entirety of any contract where the property owner is not present.

- **The Owner's Agent is responsible for responding within one hour to complaints regarding the condition, operation, or conduct of occupants of the Short-Term Vacation Rental and taking remedial action to resolve any such complaints.**
- **No outdoor advertising signs related to the Short-Term Vacation Rental shall be allowed on the property.**
- **Issuance of License & Fee**
  1. **Upon receipt of a properly completed application and the associated license fee, the Community Development Director and/or their designee(s) shall issue a rental housing or short-term vacation rental license and shall cause an inspection to be made of the premises described in the application. The license shall be posted in a conspicuous place on the premises or maintained in the custody of the property owner and/or Owner's Agent. Short-term vacation rentals must comply with all provisions detailed in the City's Rental Housing.**
  2. **Once the completed application has been reviewed and approved, the applicant shall pay the license fee of \$100 per unit. The license shall be renewed yearly.**
- **Violations**

**Any violation of any provision of this article shall be a municipal infraction and the violator shall be fined an amount of five hundred dollars (\$500.00) for a single violation and one thousand dollars (\$1,000.00) for any second violation. Nothing contained in this subsection shall be construed to limit the power or authority of the Mayor and City Council of Cumberland or its appropriate officer, agent, or employee from pursuing any other remedy available to enjoin, restrain, or recover damages and costs incurred as a result of the violation. Further, nothing contained herein shall be construed to preclude any individual, person, firm, corporation, et cetera, from seeking any remedy which he or it might have for any violation of this article.**

**Planning Commission Action:**

- ☒ Recommend adoption of the Zoning Text Amendment to the Mayor and City Council in accordance with the following findings of fact and recommended conditions:

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- ☐ Recommend denial of requested Zoning Text Amendment to the Mayor and City Council, based on the following findings:

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Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Vote:

In favor of motion: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Number of voting members present: \_\_\_\_\_

Signed: \_\_\_\_\_

Chair, Cumberland Planning Commission

Date: 7/24/23

Secretary, Cumberland Planning Commission

Date: 7/24/23

**City of Cumberland - Dept. of Community Development****Internal Routing Sheet****Permit or Review #: ZTA23-000002****Permit or Review Type: Zoning Text Amendment****Project Location: 20 N CENTRE ST CUMBERLAND, MD 21502**

**Applicant Contact Information:** Name: City of Cumberland Code Compliance Manager  
Address: 57 N. Liberty St.  
City/State/Zip: Cumberland MD 21502  
Phone: 3017596659  
Email: kevin.thacker@cumberlandmd.gov

**Contractor Contact Information:** Company Name:  
Contact:  
Address:  
City/State/Zip:  
Phone:  
Email:

**Date of Application:** 06/09/2023

**Work Description: (narrative box)**

**Zoning Text Amendment to introduce a proposed ordinance that will govern the use of short-term rentals in the City of Cumberland**

**Amount Paid: 0.00**

**Amount Due: 0.00**



# City of Cumberland

Department of Community Development • 57 N. Liberty Street • Cumberland, MD 21502 • [www.cumberlandmd.gov](http://www.cumberlandmd.gov)  
301-722-2000, ext. 5600 • Fax 301-759-6432 • [complaints@cumberlandmd.gov](mailto:complaints@cumberlandmd.gov)

☐ ZMA ☒ ZTA ☐ SRA # \_\_\_\_\_

## Petition for ZONING MAP AMENDMENT / ZONING TEXT AMENDMENT and SUBDIVISION REGULATIONS TEXT AMENDMENT

Requires Municipal Planning & Zoning Commission Review

Project Location: City of Cumberland Property ID #: 14-003088  
# found on deed or view: [www.dat.state.md.us](http://www.dat.state.md.us), Real Property Search

Applicant: City of Cumberland Phone: 301-759-6659

Address: 57 N. Liberty St. Cumberland, MD 21502

Fax: \_\_\_\_\_ Email: Kevin.thacker@cumberlandmd.gov

Contact Name: Kevin Thacker Phone: 301-759-6659

Short Description of Project: Introducing a proposed ordinance that will govern the use of short term rentals.

Attach detailed maps indicating Present Zoning and Proposed Zoning

Attach written description of Proposed Rezoning including Reasons for Change

**For a Zoning Text Amendment - Reference: Municipal Code Chapter 25 – Zoning, Article XV.**

Submit a copy of the actual zoning text changes in proper legal form including the original text of the zoning with the wording to be removed indicated in strikethrough text and any new language highlighted in bold-faced type. All section numbers and headings must be included.

**For a Zoning Map Amendment – Reference: Municipal Code Chapter 25 – Zoning, Article VI and Article XV.**

(note the three floating zone special requirements):

- Rehabilitation and Redevelopment Floating Zone
- Adaptive Reuse Floating Zone
- Planned Development Floating Zone
- All other Zoning Map Amendments

**For a Subdivision Regulations Text Amendment – Reference: Municipal Code Chapter 25 – Zoning, Article VI.**

For all Non-Floating Zone changes, provide a legal justification for the statutory "Change or Mistake Rule." This requires attorney representation before the Planning Commission and the Mayor and Council.

*The detailed requirements of applications for specific uses can vary and additional information may be required.*

A review fee is payable at time of application

- Zoning Map Amendment - \$500.00
- ☒ Zoning Text Amendment - \$200.00
- Subdivision Regulations Text Amendment - \$50.00

A Planning & Zoning Commission  
brochure is available.

Applicant's signature: \_\_\_\_\_

Date: 6/9/2023

To apply online go to [citizenserve.com/Cumberland](http://citizenserve.com/Cumberland)

# City of Cumberland

## Municipal Planning and Zoning Commission

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

July 24, 2023

Name	Affiliation
Joe George	Planning & Zoning
Roger Waller	A1. Glen Shrine
Ray Martin	Citizen
Kathleen Martin	Citizen
Peggy Young	Citizen
Harold Young	Citizen
Kimberly Krock	Citizen
Willy S. Krock	Citizen
Nic Ryzak	P+Z
David Hare	Attorney
Russ W. Ryzak	A1. Glen Shrine
Dennis Stanley	LSA
Ally Litten	P+Z
Kevin Thacker	City of Cumberland

**Name**

**Affiliation**

Eric Banks

Allison Transfer Station

Jim Young

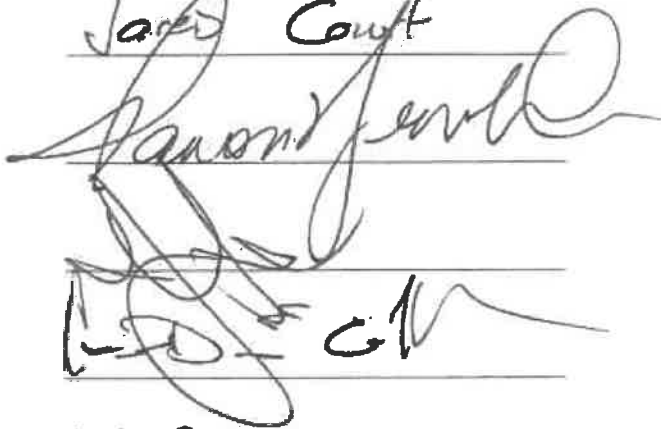
11

Gorman City

Reg. A.E. - Attorney

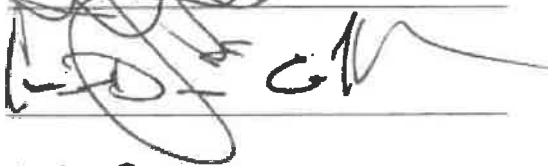
Jared Court

CS Home Services LLC



P + 2

City Council



All City Town

Jeff Silka

City administrator

Michael Cohen

City Selector





**File Attachments for Item:**

. Order 27,285 - authorizing Triton Construction, Inc. to begin work on the Baltimore Street Access Project (City Project 12-16-M) with no noise limitations beginning at 6:00 a.m., Monday through Friday and beginning at 6:00 a.m. on Saturdays and Sundays with prior approval from the City Engineer

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

**ORDER NO. 27,285**

**DATE: August 15, 2023**

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

**THAT**, Triton Construction, Inc., be and is hereby permitted to begin work on the Baltimore Street Access Project (City Project 12-16-M) with no noise limitations starting at 6:00 a.m. Monday through Friday, and starting at 6:00 a.m. on Saturdays and Sundays with prior approval from the City Engineer; and

**BE IT FURTHER ORDERED THAT**, all work prior to 6:00 a.m. will still be in accordance with Chapter 14 Article II Section 14.30 of the City of Cumberland's existing noise ordinance.

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**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: 8/2/2023

Key Staff Contact: Matt Idleman

## *Item Title:*

Construction Hour changes for Baltimore Street Access Project

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

This order is to allow Triton to begin work with no noise limitations beginning at 6 AM, Monday through Friday with Saturdays and Sundays as needed (with prior approval of the City Engineer). All work prior to 6 AM will still be in accordance with Chapter 14 Article II Section 14.30 of the City of Cumberland's existing noise ordinance.

This is a request in order to keep the timeline for the Baltimore Street Access Project on it's current path.

*Amount of Award:* N/A

*Budget number:* N/A

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



July 25th, 2023

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

Attn: Robert Smith  
Director of Engineering and Utilities - City of Cumberland

Re: Baltimore Street Access Project

City Contract/ MDSHA Contract No. 12-16-M AL624B51  
**Starting Time**

Mr. Smith,

Triton Construction is requesting to begin work at 6AM Monday – Friday and 6AM on Saturdays and Sundays as needed (with prior approval of the City Engineer). Triton is requesting that there be no noise limitations beginning at 6AM. All work prior to 6AM will be in accordance with Chapter 14 article II Section 14.30 of the Cumberland, MD code of Ordinances.

Triton is making this request in an effort to maintain the schedule for the Baltimore Street Access project.

If you have any questions or comments regarding this matter, feel free to contact me at (304) 676-4235.

Sincerely,

**Tyler Mazer**  Digitally signed by Tyler Mazer  
Date: 2023.07.25 11:03:48-04'00'

Tyler K. Mazer  
Triton Construction, Inc.

**File Attachments for Item:**

. Order 27,286 - authorizing Change Order No. 1 of an additional \$10,000 added to the Sole Source contract with AquaLaw for legal assistance with extending the City's 1998 Consent Order issued by the MDE to address CSOs, with the additional cost being split evenly between Frostburg, Cumberland, Allegany County, and LaVale, and is based on an Engineer's estimate to complete the first phase of negotiations with MDE

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

**ORDER NO. 27,286**

**DATE: August 15, 2023**

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

**THAT**, the City Administrator be and is hereby authorized to approve a Change Order to the Sole Source contract from AquaLaw PLC, 6 South 5<sup>th</sup> Street, Richmond, VA, 23219, in the amount of Ten Thousand Dollars and No Cents (\$10,000.00) to extend the 1998 Consent Order issued by the Maryland Department of the Environment (MDE) to address Combined Sewer Overflows (CSOs), with the additional cost being split evenly between the City of Cumberland, the City of Frostburg, Allegany County, and LaVale, via invoicing after payment by the City; and

**BE IT FURTHER ORDERED** that this additional cost is based on an Engineer's estimate to complete the first phase of negotiations with MDE.

---

**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: 8/2/2023

Key Staff Contact: Robert Smith

## *Item Title:*

Change Order No. 1 to AquaLaw PLC

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

This change order is to add an additional \$10,000 to the Sole Source Contract with AquaLaw for legal assistance with extending our 1998 Consent Order issued by the Maryland Department of the Environment (MDE) to address Combined Sewer Overflows (CSOs). The original order was accepted in the amount of \$47,500 with M&CC Order #26,814. This additional cost of \$10,000 will be split evenly between Frostburg, the City of Cumberland, Allegany County, and Lavale via invoicing after payment by the City. This additional cost is based on an Engineer's estimate to complete the first phase of negotiations with MDE.

*Amount of Award:* \$10,000.00

*Budget number:* 003.310.20100

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

**File Attachments for Item:**

. Order 27,287 - authorizing the execution of Change Order No. 1 to Operation and Maintenance of the Heat Drying Facilities for Sludge Processing to inform and update the yearly cost of the 15-year contract to its current pricing for FY24 of \$1,005,000, increasing the original order by \$622,900



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

**ORDER NO. 27,287**

**DATE: August 15, 2023**

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

**THAT**, the City Administrator be and is hereby authorized to approve Change Order No. 1 to City Project "Operation and Maintenance of the Heat Drying Facilities for Sludge Processing", New England Fertilizer Company (NEFCO), 800 Kelly Way, Holyoke, MA, 01040, in the increased amount of Six Hundred Twenty-two Thousand, Nine Hundred Dollars and No Cents (\$622,900.00) to inform and update the yearly cost of the 15-year contract to its current pricing of One Million, Five Thousand Dollars and No Cents (\$1,005,000.00)

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**Raymond M. Morriss, Mayor**

Budget: 003.310.20100

# Council Agenda Summary

Meeting Date: 8/2/2023

Key Staff Contact: Robert Smith

## *Item Title:*

Change Order #1 to Operation and Maintenance of the Heat Drying Facilities for Sludge Processing

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

This change order is to inform and update the yearly cost of the 15 year NEFCO contract to it's current pricing. The original M&CC Order 24,938 was in the amount of \$382,100 at the beginning of the contract. Each year, the price increases, per the contract language, based on the operational costs associated with the sludge processing and disposal process. The current price for FY24 is \$1,005,000.00. This change order would increase the original M&CC Order by \$622,900 to the new budgeted amount of \$1,005,000.00.

*Amount of Award:* \$622,900.00

*Budget number:* 003.310.20110

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

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


ORDER NO. 24,938

DATE: May 26, 2009

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

**THAT** the Alternative Technical Proposal of the New England Fertilizer Company (NEFCO), 480 Hampden Street, Holyoke, Massachusetts, for the operation and maintenance of the Heat Drying Facilities for sludge processing and disposal at the Waste Water Treatment Plant (WWTP) in the amount of Three Hundred Eighty-two Thousand, One Hundred Dollars and No Cents (\$382,100.00) be and is hereby accepted; and

**BE IT FURTHER ORDERED,** that said Proposal shall be subjected to final review by the City Solicitor.

  
\_\_\_\_\_  
Mayor Lee N. Fiedler

Budget:  
003-310-201

**Heat Drying Facility  
For Sludge Processing and Disposal**

**OPERATIONS AND MAINTENANCE AGREEMENT**

**between**

**Mayor and City Council**

**on behalf of the**

**City Of Cumberland, MD**

**Department Of Public Works**

**and**

**NEW ENGLAND FERTILIZER COMPANY**

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**HEAT DRYING FACILITY  
OPERATIONS AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 26th day of May, 2009 by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND, hereinafter called the "Owner", with offices at 57 North Centre Street, PO Box 1702, Cumberland, MD 21501-1702, and NEW ENGLAND FERTILIZER COMPANY, hereinafter called "Operator", with offices at 480 Hampden Street, P.O. Box 867, Holyoke, MA, 01041-0867.

**WITNESSETH:**

WHEREAS, the Owner through its Consulting Engineer, Whitman, Requardt & Associates, LLP (Engineer) through issuance of Request For Proposals has solicited Proposals for the design, construction, and fifteen-year operations for a Design/Build/Operate Heat Drying and Disposal facility; and

WHEREAS, the Owner desires to enter into a contract with the Operator for the long-term operation and maintenance of the Owner's facility; and

WHEREAS, the Owner desires to secure an efficient, long-term, and environmentally sound method to recycle and beneficially reuse those Biosolids generated; and

WHEREAS, the Federal Government and the State of Maryland encourage the recycling and beneficial reuse of residuals including Biosolids; and

WHEREAS, there are various processes available to provide for the beneficial reuse of Biosolids; and

WHEREAS, such processes can produce, among other things, Biosolids Reuse Products for beneficial reuse; and

WHEREAS, Operator has been selected to design, construct, and acceptance test a Heat Drying Facility (HDF) for the Owner in reliance on its skill, expertise and past experience with Biosolids processing; and

WHEREAS, Operator has been selected to operate and maintain the HDF on behalf of the Owner in reliance on its skill, expertise and past experience with Biosolids processing.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Owner and Operator agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the following meanings:

**Acceptable Deliveries** means the delivery by the Owner of Biosolids, which meet the requirements, set out in Schedule 1.

**Acceptance Date** means the first calendar day following the successful completion of the Acceptance Testing as provided in the Design and Construction Agreement (D & C Agreement).

**Acceptance Test Standards** means those set out in the D & C Agreement.

**Accept, Accepted or Acceptance** means the receipt by the HDF of Biosolids from the Owner.

**Agreement** means this Operations and Maintenance Agreement between the Operator and the Owner, including the Schedules.

**Alternate Operations Plan** means the plan by which the Operator shall continue to take Acceptable Deliveries in the event the HDF is incapable of Accepting and Processing Acceptable Deliveries, as set out in Schedule 2.

**Annual Report** has the meaning as described in Section 2.04 (c) of this Agreement.

**As Received Weight** means the dry mass of Biosolids as delivered to the HDF with no adjustment made for moisture content.

**Owner** means the Mayor and the City Council on behalf of the City Of Cumberland, Maryland.

**Beneficial Reuse Products or BRUP** means the end use product that is produced by the HDF from Biosolids.

**Beneficial Re-Use** means the sale or distribution of BRUP to others to be used for recycling purposes.

**Billing Period** means each calendar month in each Fiscal Year, except that the initial Billing Period shall begin on the Acceptance Date and end with the last day of the month in which the Acceptance Date occurs.

**Biosolids** means material as specified in Schedule 1.

**Business Day** means each Monday, Tuesday, Wednesday, Thursday, and Friday, excluding Thanksgiving Day and Christmas Day.

**Change in General Law** means any change in the Federal, State, or Local laws, rules, regulations, or requirements after November 21, 2008 which has, or may reasonably be expected to have, a direct or indirect, material, and adverse effect upon the cost to the Owner or the Operator of constructing, operating, maintaining, or modifying the HDF or the performance of the HDF, excluding a Change in Environmental Law. "Change in General Law" shall also mean any change in the Federal, State, or Local laws, rules, regulations, or requirements after November 21, 2008 which has, or may reasonably be expected to have, a direct or indirect, material, and adverse effect upon the cost to the of producing or delivering to the HDF Acceptable Deliveries as referred to and specified in Schedule 1. Change in General Law shall not include:

- a) general economic conditions, interest or inflation rate fluctuations, commodity prices or changes in prices, or currency or exchange rate fluctuations;
- b) union work rules which increase the operating cost of the HDF;
- c) any change in prevailing wage laws that impact the cost of operating and constructing the HDF;
- d) any change in Federal, State, or local tax laws, or any other tax law.

The parties agree that the costs, if any, associated with the types of changes in law described in a) through d) above shall be recovered in the annual adjustment by the Price Index Adjustment Factor to the Biosolids Service Fee.

**Change in Environmental Law** shall only mean a change in the Federal, State, or Local laws, rules, regulations, permits, or requirements after November 21, 2008 which has, or may reasonably be expected to have, a direct, material, and adverse effect upon the cost to the Owner or the Operator of constructing, operating, maintaining, or modifying the HDF or the performance of the HDF related solely to changes in the chemical or physical properties of the BRUP produced to allow for Beneficial Re-Use, or changes in the quality of the air discharged from the HDF, or to changes to the quality of the effluent discharged or storm water discharged from the HDF.

**Consulting Engineer** means Whitman, Requardt and Associates LLP., or successors, as determined by the Owner.

**Contract Date** means the day, month and year on which this Agreement was made and entered into as stated on page 1 hereof.

**Cost Substantiation**, as used in this Agreement, means, with respect to any cost necessarily incurred and paid by the Operator in accordance with the requirements of this Agreement, a statement signed by the Operator setting forth the amount of such cost for which cost recovery is requested and stating that such cost was properly chargeable to the Owner as a direct result of a

provision of this Agreement. The statement shall also attach thereto, copies of all invoices approved for payment from all third parties for all materials, services and equipment procured by the Operator and copies of all time sheets or payroll records for all of the Operator's personnel directly involved. Direct labor costs incurred by the Operator, other than overhead and profit, shall be based on actual cost for direct labor including applicable overtime rates and applicable benefits. Overhead and profit equal to 8% in total shall be included in items requested by the Operator for reimbursement through Cost Substantiation. All costs shall be subject to testing and examination by the Owner in accordance with GAAP.

**Design and Construction Agreement or D & C Agreement** means the D & C Agreement attached to this Agreement for reference only, as Schedule 5.

**Disposal Facility** means any landfill or disposal facility designated by the Owner.

**Disposal Fee** means the then current Solid Waste commercial disposal rate per Ton charged by the Owner.

**Fiscal Year** means the Owner's fiscal year which currently is July 1<sup>st</sup> to June 30<sup>th</sup> or, as may be adjusted from time to time.

**G.A.A.P.** means Generally Accepted Accounting Principles.

**Good Working Condition** means that the HDF and all parts inventory, specialty tools, and equipment show signs of only normal wear, being safe and fully functional and lacking the need for major repairs.

**Hazardous Substance** means any substance or material defined by the Federal and/ or Maryland State governments as a hazardous substance including but not limited to 42 U.S.C. Section 9601 et seq. 40 C.F.R. Part 302.

**Heat Drying Facilities or HDF** means the facility to be constructed for the Owner pursuant to the D & C Agreement for the purpose of accepting Biosolids from the Owner and for processing

into Biosolids Reuse Products, the existing Thickened Waste Activated Sludge Storage Tank, the existing Digested Sludge Storage Tank, and the existing Dewatering/Lime System.

**HDF Site** means the site as described in the proposal drawings.

**Market, Marketing, or Marketed** means the delivery of BRUP for the purpose of recycling or reuse.

**Monthly Operation Payment** means the net payment due the Operator as determined pursuant to Section 3.01(C) of this Agreement.

**Operation and Maintenance Agreement or O & M Agreement** means this Agreement.

**Operation and Maintenance Plan (O&M Plan)** means operating and maintenance provisions approved by the Owner and as updated from time to time pursuant to Schedule 4 of this Agreement.

**Operator** means New England Fertilizer Company (sometimes NEFCO).

**Performance Guarantees** means the guarantees set forth in Section 3.03 of this Agreement.

**Performance Guarantee Damages** means those damages as set forth in Section 3.04 of this Agreement.

**Performance Standards and Applicable Law** means attaining the biosolids quality specifications as set forth in Schedule 1 as well as meeting those standards set forth in Section 2.05.

**Performance Tests Procedures** means the Acceptance Test Procedures set forth in the D&C Agreement.

**Performance Test Report** means the Acceptance Test Report set forth in the D&C Agreement.

**Fixed Facility Component Fee Price Index or Price Indices** means:

(1) Use the U.S Department of Labor - Bureau of Labor Statistics Consumer Price Index for all Urban Users (CPI-U) in the South, Series ID No. CUUR0300SA0

**Variable Component Fee Price Index or Indices** means:

- (1) With respect to the natural gas component of the Variable Component Fee, use the Producer Price Index (PPI) for Natural Gas To Industrial Users, Series ID No. PCU4981#23
- (2) With respect to the polymer component of the Variable Component Fee, use the PPI for Plastic Material and Resin Mfg; Series I.D. No. PCU325211325211.
- (3) With respect to the all other component of the Variable Component Fee, use the PPI for Intermediate Materials less Food and Energy, Series ID No. WPUSOP2900
- (4) With respect to the fuel oil component (if used) of the Variable Component Fee, use the PPI for Home Heating Oil, Series I.D. No. WPS057302.

**Price Index Adjustment Factor** means one plus the decimal fraction, computed to three places, representing the percent change in each of the Price Indices from May 1, 2009 to the date of computation, which factors will each be multiplied by the amount subject to adjustment and then summed to determine the amount actually payable. The percentage change in the Price Indices shall be based on the change in each of the Indices over the period of time for the required adjustment. In the event a Price Index value for any computation month is not available at the time the required computation is to be made, the parties shall use the percentage change over the period ending with the most recent month for which the Price Index is available, and when the Price Index becomes available, the parties shall adjust all payments retroactively to the date for which the Price Index Adjustment Factor became effective.

**Process, Processing, or Processed** means the receiving, acceptance, handling, of Biosolids, and the preparation and making of BRUP by the HDF.

**Product Market Specification Guarantee** means the Performance Guarantee as set out in Section 3.03(C) of the O & M Agreement.

**Received Biosolids** means Biosolids that are pumped in the HDF for Processing by the HDF.

**Residue** means any semi-solid or solid material resulting from the Processing of Biosolids by the HDF that requires disposal as waste material.

**Service Fee** has the meaning as set out in Section 3.01 of this Agreement.

**State** means the State of Maryland.

**Successor Operator** shall have the meaning set forth in Section 5.06 of this Agreement.

**Ton** means net Ton or short Ton of 2,000 pounds.

**Unacceptable Deliveries** means Received Biosolids or the attempted delivery of Biosolids to the HDF that do not meet the requirements set out in Schedule 1.

**Uncontrollable Circumstance** means an act, event, or condition that has a direct, material, and adverse effect on the rights or obligations of a Party under this Agreement, if such act, event, or condition could not have been avoided by the exercise or use of reasonable care or precautions and is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or not complying with a condition required of such Party under this Agreement. Such acts, events, or conditions shall include, but shall not necessarily be limited to, the following:

- (A) an act of God, hurricanes, tornadoes, epidemic, landslide, lightning, earthquake, fire or explosion, flood or similar occurrence, an act of public enemy, war, blockade, insurrection, riot or civil disturbance, sabotage, or similar occurrence;
- (B) the order, or injunction or judgment of any Federal, State, or local court, administrative agency or governmental body or officer with jurisdiction in the City of Cumberland, MD, including any exercise of the power of eminent domain, police power, condemnation, or other taking by or on behalf of any public, quasi-public, or private entity, provided, however, that such order or judgment shall not arise in connection with or be related to the negligent or willful act, error, omission, or inaction of the Party relying thereon and that neither the contesting in good faith of any such order or judgment nor the



reasonable failure to so contest shall constitute or be construed as a willful or negligent action or inaction of such Party;

(C) the failure to issue, or the suspension, termination, interruption, denial of renewal of any permit, license, consent, authorization or approval essential to a Party to carry out its obligations pursuant to this Agreement, if such act or event shall not arise in connection with or be related to the negligent or willful act, error, omission, or inaction of the Party relying thereon and that neither the contesting in good faith of any such order or judgment nor the reasonable failure to so contest shall constitute or be construed as a willful or negligent action or inaction of such Party;

(D) the failure of any appropriate Federal, State, or local agency or public or private utility having operation jurisdiction with respect to the HDF to provide, and maintain and assure the provision of, all utilities necessary for the operation of the HDF;

**Wastewater Treatment Facilities or WWTP** means the Cumberland Wastewater Treatment Plant.

## ARTICLE II

### OPERATIONS AND MANAGEMENT

#### **Section 2.01 Owner Responsibilities.**

The Owner, under the terms and provisions of this Agreement, shall:

(A) Deliver or have delivered to the HDF a minimum of 1,277.5 dry Tons of Biosolids per Fiscal Year (hereinafter called the Guaranteed Annual Total of Biosolids) except that this amount shall be prorated for the initial Fiscal Year.

(B) Maintain an active liaison with Operator on all aspects of this Agreement and designate in writing to the Operator the Owner's site representative.

(C) Use reasonable efforts to minimize the number of deliveries that are not Acceptable Deliveries.

(D) Reimburse Operator for all costs of disposal of any Hazardous Substances (subject to Cost Substantiation) received by the HDF beyond the reasonable control of the Operator.

(E) Observe meter and scale calibrations performed by the Contractor.

(F) Make prompt payment to Operator of all sums due it under this Agreement.

(H) Use its best effort to insure coordination between the HDF and other Owner facilities in attempting to minimize operational impacts.

**Section 2.02 Operating Agreement Initiation and Commencing Operation.**

(A) **Commencement.** The Operator shall commence operation of the HDF in accordance with this Agreement on the Acceptance Date, subject to meeting and/or attaining the following,

(B) **Acceptance of Equipment and Facilities.** Upon conditional acceptance of the facilities constructed during the D & C Agreement by the Owner, the Operator will accept the remaining equipment and structures, which are included in the HDF definition herein, but were not constructed as part of the D & C Agreement (hereinafter referred to as "Existing Equipment". An initial inspection will be jointly conducted by the Owner and Operator to establish the condition of the Existing Equipment. This inspection shall take place thirty (30) days prior to the commencement of operations as defined in Section 2.02 (A). The Owner will remedy any and all Existing Equipment deficient conditions observed during this inspection.

(C) **Permits, Marketing Plan, and Financial Requirements.** All permits, the Marketing Plan, insurance, performance bonds, and other required financial documents shall be provided to the Owner prior to commencing operations.

(D) Consummables. An inventory of all consumables, spare parts, special tools, and other equipment for which responsibility will be assumed by the Operator shall be conducted as part of the initial inspection. This inventory will become the basis for contract close-out purposes upon the termination of this Agreement.

(E) Operating and Maintenance Records. An inventory of all existing operating records, maintenance records, drawings, and O & M manuals for which responsibility will be assumed by the Operator shall also be conducted as part of the initial inspection.

There will be no additional payment for Operating Agreement Initiation.

### Section 2.03 Operator Responsibilities and Obligations.

(A) Processing of Biosolids. The Operator shall Process all Acceptable Deliveries up to a maximum of 4,015 Dry Tons delivered to the HDF per Fiscal Year based on an average maximum daily Processing capacity of 11 Dry Tons on a Fiscal Year basis, and a maximum daily Processing capacity of 11 Dry Tons, in accordance with all other applicable provisions of this Agreement. The Performance Standards during the Operations shall be as defined in Schedule 6, unless otherwise agreed to in writing.

(B) Scheduling of HDF Activities. The Operator shall schedule HDF activities, including but not limited to deliveries, plant operations, planned maintenance, and plant tours in accordance with the O & M Plan, Schedule 4, the operation and maintenance manuals, this Agreement, and the operating schedule.

(C) Staffing and Training. Operator agrees to ensure that a sufficient number of qualified personnel are employed and assigned to operate and maintain the HDF at all times by providing operating and safety training before beginning operations and formal on-the-job training of employees during operations. HDF personnel, who have full authority to make operating decisions, and key maintenance and operating personnel shall be available at all times. A HDF

Plant Manager shall be employed and designated to provide single-point contact with the Owner's designated representative.

(D) Records and Reports. Operator shall prepare and maintain proper, accurate, and complete records of all transactions related to the HDF. These records shall include but not be limited to insurance and regulatory inspection records, BRUP records, visitors log, maintenance records, equipment replacement records and schedules, safety and accident reports, quantity of Biosolids Processed, quality of Biosolids Processed, quantity of BRUP delivered to markets, and quantity of BRUP in inventory

Operator shall provide the Owner with monthly reports within fifteen (15) days of the end of each month, including but not limited to the following operating data: scheduled operating days, shut down days, changes in HDF operation, quantity of Biosolids material delivered to the HDF, quality of Biosolids Processed, quantity of Biosolids Processed and Marketed, quantity of Biosolids Processed and disposed of, electricity consumption, potable water consumption, process water consumption, sanitary/side stream discharges, maintenance summary, laboratory test results, anticipated operating schedule for the next month, summary of all notices and laboratory tests and other reports filed with or received from all governmental bodies pursuant to governmental approvals, regulatory reports submitted and other data directly related to the HDF as deemed appropriate by the Owner.

Operator shall submit an annual report within sixty (60) days after the end of each Fiscal Year that incorporates a summary of the monthly operations report for the preceding twelve-month period and summarizes all required data and records.

(E) Conducting Site Tours, HDF Information, and Owner Site Access. The Operator and Owner shall schedule and conduct tours of the HDF. The Owner's authorized representative may conduct as many tours as necessary upon reasonable notice to the Operator. Literature describing

the HDF and its operation, if provided by the Owner, shall be distributed during the tour and to the general public. All literature distributed shall be approved by the Owner.

The Owner's designated HDF site representative shall have access to the HDF Site twenty-four (24) hours a day, seven (7) days a week, provided such representative shall not interfere with the Operator's operation or maintenance of the HDF.

(F) Site Access. The Operator shall comply with all WWTP security arrangements and plant traffic regulations. Plant speed limits shall not be exceeded by the Operator's vehicles or personnel. The Operator shall furnish a list of names of all of its personnel who will require access to the WWTP, along with a description of vehicles used, including license plate numbers. The Operator shall be responsible for the security of its facilities, subcontractors, and employees. Owner will not be responsible for security of Operator's facilities and/or property, and that of its employees. In that the Operator will be located on the WWTP site, all future regulatory programs which impact the WWTP may impact the Operator. In the event any future regulatory program causes Operator to incur additional costs, the Operator may seek additional compensation for such costs. The Operator shall comply with the Owner's need to ensure compliance with all future regulatory requirements.

(G) Limits Of Operations. Stockpiling of dewatered or heat dried biosolids shall be limited to the HDF constructed. All biosolids shall be stockpiled under cover and within a completely enclosed structure.

(H) Coordination With Ongoing WWTP Activities. The Operator shall plan, coordinate, and perform its work in a manner to prevent any interference with the operation of the WWTP. The Operator shall be responsible for any damage to WWTP roads, equipment, or facilities which occur directly from Operator operations. The Operator shall coordinate its activities with WWTP traffic, operation, and other activities. Parking for the Operator's personnel shall be within the HDF Site.

(I) Public Participation. The Operator shall provide support to the Owner at any public meeting held in relation to the permitting of the HDF, or at any such meetings held to promote public understanding.

(J) Residue Removal. The Operator shall be responsible for segregating any Residue from the Received Biosolids and hauling Residue from the HDF to an approved landfill.

(K) Product Marketing Plan and Backup Sludge Management Plan. The Operator shall provide a Marketing Plan which, at a minimum, describes the intended method(s) and location(s) of dried biosolids utilization and/or disposal. The Marketing Plan shall be included within the Operations and Maintenance Plan (Schedule 4). In addition, the Operator shall prepare and maintain an Alternate Operations Plan (Schedule 2) indicating the back-up method(s) which would be used in the event of failure of the primary method(s). The Marketing Plan and the Alternate Operations Plan shall be maintained current at all times and provided to the Owner. The Operator shall have the right and responsibility for Marketing and delivery of all BRUP produced by the HDF at the sole cost and expense of the Operator and the right to retain all revenues from sale of BRUP for the Operators account. Operator shall not store any BRUP outside of the silo unless alternative arrangements are approved by the Owner.

(L) Maintenance of Warranties. Operator will maintain all warranties in effect at the time of the Acceptance Date.

(M) Permits. Operator shall provide copies of all transport and disposal permits to the Owner.

(N) Progress Meetings. Quarterly progress meetings will be scheduled during the term of this Agreement to review, discuss, and coordinate the progress of this Agreement. The Operator will provide a representative to attend all such progress meetings.

(O) Taxes, Licenses, Permits. Operator shall, at his sole expense, pay all required taxes, (other than Maryland sales tax for which the Owner will provide a tax exempt number) and obtain and keep current all licenses and permits required by federal, state, county, or city law, for purposes related to the operations of the HDF.

**Section 2.04 Operations and Maintenance Responsibilities.**

(A) HDF Operations; Absolute Obligation. The Operator shall have full and complete responsibility for the operation of the HDF, including but not limited to Accepting Acceptable Deliveries and Processing Acceptable Deliveries.

The Operator shall not be required to receive Acceptable Deliveries at the HDF and allow them to be unloaded if unable to receive at the HDF because of Uncontrollable Circumstances. In the event of Uncontrollable Circumstances, Operator shall make every good faith effort to receive Acceptable Deliveries.

(B) HDF Repair and Maintenance. The Operator at its own cost shall at all times be responsible for:

- (1) Operating and maintaining the HDF in good working order consistent with the highest industry standards and practices for similar facilities, including, but not limited to, compliance with all federal state and local laws, rules, and regulations.
- (2) Maintaining the HDF and the HDF Site, including, but not limited to, drainage structures, roads and landscaping in good repair.
- (3) Keeping the HDF (including but not limited to, the equipment, building interior and exterior) and the HDF Site in a neat, clean and litter free condition. Litter control and housekeeping shall be performed as required and at least on a daily basis.

- (4) Preparing and maintaining an operations and maintenance manual for the HDF which shall include, but not be limited to, operational practices for startup, shutdown, normal operation, emergency conditions, scheduled maintenance of each piece of equipment at least equal to the manufacturer's recommendations and safety programs.
- (5) Providing and maintaining a computerized maintenance logging program which shall: (a) automatically print out scheduled maintenance work orders in accordance with the operations and maintenance manual recommended frequency; (b) log in work orders recommended by facility personnel or required due to facility shutdown (including cause of failure and corrective action taken); (c) log in work completed by maintenance staff; (d) print out historical maintenance records by (i) month (ii) Fiscal Year and (iii) total maintenance history for each piece of equipment for which maintenance records are kept; and (e) track the inventory and print order forms for required on-site spare and replacement parts.
- (6) Any planned repair or maintenance that will require more than seventy two (72) hours of down time of any processing equipment shall be reported to the Owner no less than five (5) days prior to the anticipated date. If the Owner determines that adequate repair and maintenance is not being performed in accordance with the Owner approved Operation and Maintenance Plan and industry practice, the Owner shall inform the Operator in writing. If the Operator within five working days fails to perform requested maintenance or fails to provide the Owner with an acceptable plan to perform the requested maintenance, the Owner and the



Operator shall meet and attempt to come to a mutually acceptable plan. If the parties fail to agree on a plan, the Owner shall have the right to perform the maintenance itself in a manner that minimizes interruption to the normal operation of the facility and bill the Operator for the work performed which shall be deducted from the next monthly Operating Payment. Copies of all invoices approved for payment from all third parties for all materials, services and equipment procured by the Owner and copies of all time sheets or payroll records for all of the Owner's personnel directly involved. Direct labor costs incurred by the Owner, other than overhead and profit, shall be based on actual cost for direct labor including applicable overtime rates and applicable benefits. Overhead and profit equal to 8% in total shall be allowed. All costs shall be subject to testing and examination by the Owner in accordance with GAAP.

- (7) Maintaining a reserve of any and all spare and replacement parts as appropriate and consistent with manufacturers recommended spare parts.

Any repair or maintenance act performed by the Operator which changes or alters the design of the HDF must be reviewed and approved in writing by the Owner prior to the repair or modifications implementation, and Operator shall provide the Owner with "as built" drawings within twenty (20) days of completion.

(C) Owner General Inspection; Annual HDF Performance Review and Inspection.

- (1) At any time during the term of this Agreement and upon prior reasonable notice to the Operator, the Owner, its agents and its representatives shall have the right to inspect the HDF to determine and ensure that the HDF is in full compliance with all environmental or other regulatory permits

applicable to the HDF, and shall have the right to visit and to take visitors throughout the Facility in order to inspect, observe and to permit others to observe the various services which the Operator performs, provided that such inspections and visitations shall not interfere with the performance of the Operator's obligations under this Agreement.

(D) Owner Requested Performance Re-Testing. At the Owner's written request, the Operator shall perform in a timely manner, all or any portion of (as requested by the Owner) the Acceptance Tests required by, and in accordance with, the D & C Agreement to confirm that the Performance Guarantees required by this Agreement are being met. The additional costs incurred by the Operator in performing these tests (if any) shall be paid for by the Owner. If any of the Performance Guarantees are not met as determined by such tests, the Operator, at its cost and expense, shall promptly repair, replace or otherwise modify the HDF and retest to confirm that the performance of the HDF meets the Performance Guarantees.

(E) Delivery of Biosolids. All biosolids will be delivered to the HDF via a sludge pump conveyance system.

(F) Rejection of Biosolids. Any and all biosolids that are Unacceptable Deliveries as defined by Schedule 1, the Operator shall use reasonable efforts to treat such Received Biosolids in accordance with the Performance Standards and Applicable Law. If the Operator is unable to treat Received Biosolids in compliance with the Performance Standards and Applicable Law, the Operator shall transport and dispose of the Received Biosolids in accordance with applicable law. The Operator shall promptly notify the Owner, in advance to the extent possible, of the additional costs, if any, incurred by the Operator to treat, transport, and dispose of Received Biosolids. Such costs will be subject to Cost Substantiation.

(G) **Metering For Payment.** Operator will operate and maintain all meters and other related data logging equipment required to measure and record all charges payable by the Owner, and all utilities provided by the Owner to the Operator. All metering equipment will be tested and calibrated in accordance with good industry practice. Test and calibration will be conducted annually, and calibration records will be provided to the Owner. If a meter recording is temporarily interrupted, Operator shall estimate the quantities based upon past usage during a similar period, and whatever other data or methodology is available for estimating the quantities during the period of interruption.

(H) **HDF Modifications and O & M Plan Update.** All modifications or improvements to the HDF or accessories must be approved by the Owner in writing. The Operator shall notify the Owner of any proposed modifications or improvements, in writing, including a detailed description of the proposed change or modification. Review and/or approval/disapproval by the Owner shall not be unreasonably withheld. In the event the Owner does not approve an Operator request for HDF modification, the parties shall proceed to resolve this matter pursuant to Section 5.01. The Operator, with the approval of the Owner, shall update the O & M Plan as needed or required by changes to the HDF equipment, changes to the operation of the HDF, changes to schedules, or changes due to any other circumstances. In such case the Operator shall prepare changes as necessary and submit them to the Owner for approval, and the Owner shall have thirty (30) days to respond with approval or comments as to what revisions should be made. If revisions are required, the Operator shall make needed revisions and resubmit to the Owner within 15 days of receiving the Owner comments, and this shall be repeated until agreement is reached. A failure by either the Operator or the Owner to timely respond shall be deemed approval.

(I) **Product Storage.** Operator agrees that any and all BRUP that is stored onsite must be stored within the product storage silo.

**Section 2.05 Federal, State and Local Licensing.**

(A) Operator will comply with all Federal, State and local laws, rules and regulations including license and permit requirements and regulations concerning the Processing, storage, transfer, handling, and sale of, Biosolids, Residue and Hazardous Substances. The Operator shall be responsible for providing all analytical testing required to obtain and maintain all sludge/biosolids related permits at Operator expense. Copies of results from all analytical testing shall be provided to the Owner within fifteen (15) days from the date of issuance.

(B) Operator shall adhere to applicable Federal, State and local regulations governing the safety and working conditions of its employees.

**Section 2.06 Laws, Ordinances and Regulations.**

(A) Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it was included herein and if through mistake, or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion. Operator shall keep itself fully informed of all Federal, State, and local laws, and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or affecting the conduct of the work.

(B) If any discrepancy or inconsistency should be discovered in this Agreement, in relation to any such law, ordinance, regulation, order or decree, Operator shall at all times, observe and comply with and shall cause all its agents, subcontractors and employees to observe and comply with all such existing laws, ordinances, regulations, orders and decrees, and shall protect, defend, indemnify and hold harmless the Owner and its officers and agents and employees against

any claims or liability arising from or based on the violation of any such laws, ordinances, regulations, orders or decrees whether by Operator, its agents, subcontractors, or its employees.

### ARTICLE III

#### PAYMENTS, GUARANTEES AND DAMAGES

##### Section 3.01 Service Fee and Payments.

(A) Service Fee. The Operator shall be paid a Service Fee consisting of two components, the Fixed Facility Component and the Variable Product Component.

(1) **Fixed Facility Component (FFC)** shall be equal to an annual lump sum amount, payable in 12 equal monthly installments during each year of the Term of this Agreement. The FFC for the initial operating year of this Agreement is equal to \$382,100. The FFC shall be adjusted annually based on the Fixed Facility Component Price Index, the Price Adjustment Factor, and as described hereafter. In order that the annual adjustment shall conform to the Fiscal Year period, the following procedure shall apply: The first adjustment shall be calculated for a period of time that begins with May 1, 2009 and ends with the month in which the Acceptance Date occurs and shall be effective as of the Acceptance Date. The second adjustment shall be calculated for the period of time that begins with the month in which the Acceptance Date occurred and ends with June 30th following such Acceptance Date, and such second adjustment shall become effective on July 1 following that June. The third adjustment period shall begin with the month of July (immediately following the June of the second adjustment period) and shall end with the following June and

become effective the following July 1, and all subsequent adjustments shall be made in the same manner.

(2) **Variable Product Component (VPC)** of the Service Fee shall apply to all biosolids quantities processed by heat drying, and be paid as a cost per dry ton. As a minimum, the Owner shall pay the VPC to the Operator based upon the Guaranteed Annual Total of Biosolids for processing. The VPC for the initial operating year is equal to \$294.70 per dry ton, in the event natural gas is used. Alternatively, in the event fuel oil is used, the VPC for the initial operating year is equal to \$372.10. The VPC shall be adjusted annually based on the Variable Product Component Price Indices, the Price Adjustment Factor, and as described hereafter. In order that the annual adjustment shall conform to the Fiscal Year period, the following procedure shall apply: The first adjustment shall be calculated for a period of time that begins with May 1, 2009 and ends with the month in which the Acceptance Date occurs and shall be effective as of the Acceptance Date. The second adjustment shall be calculated for the period of time that begins with the month in which the Acceptance Date occurred and ends with June 30th following the Acceptance Date, and such second adjustment shall become effective on July 1 following that June. The third adjustment period shall begin with the month of July (immediately following the June of the second adjustment period) and shall end with the following June and become effective the following July 1, and all subsequent adjustments shall be made in the same manner.

(3) **Service Fee For Alternate Methods of Disposal.** The Alternate Service Fee (ASF) for any alternate method of disposal shall be negotiated at the time that the implementation of the alternate method of disposal is agreed upon with the Owner.

(B) Monthly Operation Payment. On or before the fifteenth day following the initial Billing Period and for each subsequent Billing Period the Operator shall provide a billing statement which shall set forth for the prior Billing Period the sum of:

- (1) Measurement of Quantities, plus
- (2) The amount of the FFC and VPC.

The Owner is responsible for the costs associated with the Operators operation and maintenance of the HDF related to the consumption of potable water, process water, sanitary/sidestream, and electricity, except Operator is not responsible for any consumption of potable water, process water, and sanitary/sidestream water directly associated with the dewatering operation. The Operator shall measure and record the quantity of all utilities provided by the Owner, and the quantity of biosolids produced. Consumption of Owner furnished utilities above or below the quantities guaranteed by the Operator will be subject to remedies or rewards as follows: The Operator shall pay all costs for utilities usage in excess of the Maximum Owner Furnished Utility Guarantee, hereinafter referred to as the Maximum Owner Furnished Utilities Guarantee Payment. The Operator shall receive additional compensation, hereinafter called the Maximum Owner Furnished Utilities Guarantee Credit, for all costs not incurred by the Owner for utilities usage that is below the Maximum Owner Furnished Utilities Guarantee. Adjustments will be determined annually at the anniversary date of the Service Agreement.

(C) Maximum Owner Furnished Utilities Guarantee.

- (1) Electricity: The HDF shall not utilize and consume more than 506 KWH per Ton of Received Biosolids Processed.
- (2) Potable Water: The HDF shall not utilize and consume more than 251 cubic feet of potable water per Ton of Received Biosolids Processed.

- (3) Process Water: The HDF shall not utilize and consume more than 17.10 per 1,000 gallons of process water per Ton of Received Biosolids Processed.
- (4) Sanitary/Sidestream: The HDF shall not generate and dispose of more than 19,534 gallons of sanitary/side stream per Ton of Received Biosolids Processed. Sanitary/sidestream concentrations shall not exceed the following:

Constituent	Maximum Concentration, mg/l
COD	450
BOD <sub>5</sub>	300
Total Solids	300
Ammonia	35
Vol. Acids	500
Total Phosphorus	20
Chlorides	287
pH	6.5-7.5

(D) Invoices; Method of Payment.

- (1) Each invoice submitted by the Operator shall include documentation sufficient to justify the payment by the Owner to the Operator. Upon the Owner's receipt of the Operator's billing statement, the Owner may verify any amounts included.
- (2) Payment of the Operator's billing statement shall be made to the Operator by the Owner within thirty days from the date that the Owner receives a properly formatted invoice containing the required documentation and free of errors.
- (3) If the Owner disputes an item in an invoice the Operator submits for any reason, including lack of supporting documentation or data, the Owner shall



temporarily delete the amount of the disputed item and pay the remainder of the invoice. The Owner shall promptly notify the Operator of the disputed items and request resubmittal.

**Section 3.02 Annual Adjustments and Payments-Yearly Reconciliation.** Within sixty (60) days of the end of each Fiscal Year, the Operator shall prepare a year-end statement which shall set forth all of the payments and deductions, as required in accordance with Section 3.01 above, made during the previous Fiscal Year's Billing Periods, plus any outstanding adjustments, together with a statement of any VPC Fee due the Operator for each Ton of Biosolids not delivered to the HDF which is less than the Guaranteed Annual Total of Biosolids required to be delivered by Section 2.01 (A) above during such Fiscal Year.

The Operator's year-end statement shall be complete with documentation of all charges, deductions and claims for items not previously submitted to the Owner and will be audited by the Owner as a record and final reconciliation of all such charges and claims for the Fiscal Year. The Owner shall review the year-end statement and notify the Operator of its concurrence therewith, or notify the Operator of deficiencies or objections to the year-end statement within thirty (30) days of receipt. Any uncontested amount shall be paid by the party owing same within ten (10) days of the Owner's notice described in the previous sentence and any contested amounts shall be submitted to dispute resolution as provided in Section 5.01 of this Agreement.

### **Section 3.03 Performance Guarantees.**

(A) Operator Performance Guarantees. Upon commencement of operations by the Operator pursuant to this Agreement, the Operator shall guarantee that the operation of the HDF meets the following guarantees:

- (1) Acceptance Test Standards, but not including Maximum Utility Utilization,
- (2) Product Market Specification Guarantee.

These performance guarantees shall be used to determine the extent and amount, if any, of damages suffered by the Owner and assessed against the Operator during the term of this Agreement.

(B) Acceptance Test Standards. The HDF shall be operated and maintained to always be capable of meeting the Performance Guarantees when tested in accordance with Section 2.04(D).

(C) Product Market Specification Guarantee. The Operator guarantees the Beneficial Reuse Products produced by the HDF shall meet or exceed the requirements of Chapter 62-640.850, Maryland Administrative Code, or its successor regulations, for Class AA Residuals.

### **Section 3.04 Performance Guarantee Damages and Performance Guarantee Remedies.**

The Operator agrees that monetary damages or other remedies shall be imposed against the Operator for occurrences described in this section.

(A) Performance Damages. The Operator shall pay, not as a remedy for breach, but as liquidated damages, the amount of :

- (1) In the event the Operator fails to market BRUP, excluding BRUP properly stored on HDF Site, Operator shall pay the Owner as liquidating damages the amount of \$100 per ton for each ton not properly marketed.

The parties agree that the amount of actual damages suffered by the Owner as a result of the failure to meet the Performance Guarantees would be difficult or impossible to measure, and thus agree to the liquidated damages as set out in this Section. The parties further agree that any fines or

monetary penalties assessed to the Owner by any regulatory authority which are directly related to the performance and/or operation of the HDF shall be the Operator's liability and Operator shall pay any said fines or monetary penalties, if required.

(B) Performance Guarantee Remedies. If a Performance Test demonstrates that any Performance Guarantee is not met, the Operator shall immediately repair the HDF and retest it to demonstrate that the repaired HDF meets the Performance Guarantee. Such repair and retesting shall all be at the Operator's cost and expense.

### **Section 3.05 Performance Bond or Surety.**

The Operator shall secure a performance bond that may be annually renewable. At least sixty (60) days prior to the Scheduled Acceptance Date, the Operator shall deposit with the Owner a surety bond issued by an insurance company licensed to do business in the State of Maryland. The surety bond shall secure the Operator's performance under this Agreement and shall name Owner as beneficiary.

The penal sum of surety hereunder required by the Owner, shall be in the amount equal to the annual Service Fee payable to the Operator and shall be adjusted annually throughout the Term of the Agreement to reflect adjustments to the annual Service Fee. Said bond shall remain in full force and effect for a period of six (6) months after the termination of this Agreement and at the conclusion of such six (6) month period shall terminate. In the event of default or breach by Operator in its obligations to the Owner regarding performance, payment or otherwise under this Agreement, the Owner may make claim against such bond. There shall be no default or forfeiture pursuant to the terms of the Agreement if the failure to perform by Operator is caused by the occurrence of an Uncontrollable Circumstance.

### **Section 3.06 Indemnification.**

To the extent permitted by law, the Operator shall defend, indemnify, and hold harmless the Owner, and its employees and representatives (hereafter "Indemnitees"), from any and all claims and liabilities for which the Indemnitees can or may be held liable as a result of personal injury (including death) to persons or damage to property occurring by reason of the Operator's negligent or intentionally wrongful acts or omissions arising out of or connected with this Agreement. Further, the Operator shall defend, indemnify, hold harmless the Indemnitees from and against any and all claims, demands, causes of action, fines, penalties, lawsuits and any and all liabilities of any kind resulting from, arising out of or as an incident to the Operator's breach of the terms of this Agreement, its negligent acts or omissions, or its intentionally wrongful acts or omissions.

The Operator shall not be required to indemnify any Indemnitees when an occurrence results from or arises out of the negligent acts, intentionally wrongful acts, or omissions of the Indemnitees, or breach of the terms of this Agreement by the Indemnitees.

The Operator's indemnification obligations, as set forth herein, include, but are not limited to the obligations to indemnify the Indemnitees for their reasonable attorneys' fees, court costs and litigation expenses.

### **Section 3.07 Uncontrollable Circumstances and Change In General Law.**

(A) Neither the Owner nor Operator shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Circumstance, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. Neither the Operator nor the Owner shall be liable for any losses or damages, direct or indirect, special, consequential, incidental or otherwise, that may arise out of the delay in or failure of their respective performance attributable to or arising out of such Uncontrollable Circumstance, except as provided for herein.

Neither party shall, however, be excused from performance if non-performance is due to circumstances which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Circumstances, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. The Operator and the Owner shall both cooperate to remove, reduce, or eliminate the adverse effects of such Uncontrollable Circumstance. In the event of catastrophic damage to the HDF, the Owner may terminate this Agreement.

(B) Changes in General Law. At such time as the Operator becomes aware that a Change in General Law has or is about to occur, Operator shall provide the Owner with a written report specifying the nature and the extent of the Change in General Law.

(1) Additional costs associated with Changes In General Law and other Unavoidable Circumstances to processing sludge and the production of finished product, if the Change In Law relates to activities or circumstances occurring to or at, or affecting the HDF, will be paid by the Owner. This relates to regulatory changes which may be implemented by regulatory or permitted authorities.

(2) Change in Environmental Law. In the event of a Change in Environmental Law (as defined herein) that has a direct, material, and adverse effect upon the cost to the Operator of operating, maintaining, or modifying the HDF, the Operator shall prepare and submit to the Owner a plan of remediation and estimated costs of such remedial measures. The Owner shall have the right to recommend modifications to the proposed remedial measures which

modifications shall not be unreasonably rejected by Operator. Upon approval of such plan by the Owner, Operator shall proceed with the remedial measures subject to any necessary adjustments in compensation or reimbursement for increased operating and maintenance costs or modification costs. The Operator shall not be excused from performance of its obligations as a result of the occurrence of a Change in Environmental Law unless such renders performance impossible. Absent impossibility of performance, the Operator's sole remedy shall be the procedure set forth herein and recovery of additional costs as provided for herein. The Owner and Operator shall mutually negotiate the cost of any modification costs for change required to be made to the HDF, and/or any increase in the Processing Fee commensurate with the increased cost. In the event the parties are unable to mutually agree, then the increase shall be determined in accordance with Section 5.01 of this Agreement.

**Section 3.08 Insurance During Operations.**

The following policies shall be obtained by the Operator covering all work under this Agreement with all policies being properly signed originals or certified copies and be written only by insurance companies authorized to do business in the State of Maryland. The Operator shall either require each subcontractor to procure and maintain the same coverage as required of the Operator or insure the activities of subcontractors in his own policies. The Operator and the Owner hereby waive any and every claim for recovery from the other for any and all loss or damage to each other resulting from or relating to the performance of this Agreement, which loss or damage is covered by valid and collectible insurance policies to the extent that such loss or damage is recoverable under said insurance policies or which loss or damage is to be paid by the Operator as a

deductible or self insured retention. The Operator shall maintain insurance for the HDF independent of insurance they may hold for other facilities.

(A) Comprehensive General Liability Insurance. Comprehensive General Liability Insurance shall be maintained by the Operator with a limit of not less than \$1,000,000.00 Bodily Injury, and Property Damage Combined Single Limit per occurrence. Coverage shall include Personal Injury, Liability Coverage, a "protective liability" endorsement to insure the contractual liability assumed under this Agreement (including written and oral contracts), Independent Operators, and Broad Form Property Damage including Completed Operations and Products and Liability coverage.

(B) Worker's Compensation and Employers Liability Insurance. Worker's Compensation and Employers Liability Insurance shall be maintained by the Operator in compliance with the laws of the State of Maryland. The Employers Liability limit shall not be less than \$1,000,000.00 each accident. If a Self-Insurance Worker's Compensation Program is used, it must be approved by the Insurance Commissioner of the State of Maryland in accordance with the laws of the State of Maryland.

(C) Comprehensive Automobile Liability Insurance. Comprehensive Automobile Liability Insurance shall be maintained by the Operator with a limit of not less than \$1,000,000.00 Bodily Injury and Property Damage Combined Single Limit Each Accident in accordance with the laws of the State of Maryland as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles.

(D) All-Risk Property Insurance. Blanket coverage for all real and personal property naming the Owner as the owner and primary insured with no co-insurance limitations and an amount not less than 100% of the replacement cost of the HDF and all equipment. Coverage shall be written on a replacement cost basis and include flood, earthquake, and sinkhole coverage.

Coverage for Business Interruption and/or Extra Expense shall also be obtained if requested by the Owner. Any additional premium for Business Interruption and/or Extra Expense shall be reimbursed to the Operator based on Cost Substantiation.

(E) Environmental Impairment Liability. Environmental Impairment Liability insurance shall be maintained by the Operator with a limit of not less than \$1,000,000.

(F) Umbrella Liability Insurance. Umbrella or Excess Liability Insurance shall be maintained by the Operator with a limit of not less than \$5,000,000.00 Bodily Injury and Property Damage Combined Single Limit Each Occurrence. Coverage shall be applicable to all underlying coverage regardless of Umbrella or Excess Policy Conditions to the contrary and shall follow form on all underlying policies required in items (A), (C), and (D) of this Section 3.08.

(G) Other Insurance As May Be Required. Self insurance will be permitted only if adequate reinsurance is provided by an insurance company acceptable to the Owner.

(H) Policy Approval. Operator and his subcontractors shall not commence any on-site activities until all insurance certificates have been approved by the Owner's Risk Management Department.

(I) Policy Endorsements. All of the above policies shall include the following endorsements:

- (1) Policy cancellation, non-renewal or reduction of coverage will not be effective until after the Owner has received sixty (60) days advance notice by certified mail.
- (2) Violation by the insured of any terms or conditions of the policy shall not invalidate the policy or reduce any coverage.
- (3) The Owner shall be listed as additional insured on all policies.



## ARTICLE IV

### TERM, DEFAULT AND TERMINATION

#### **Section 4.01 Term.**

This Agreement shall continue in effect until fifteen (15) years from the Acceptance Date, with the sole and exclusive option to the Owner to extend for two (2) additional five (5) year terms upon the same terms and conditions of this Agreement, including Service Fees as determined in accordance with this Agreement. The Owner shall notify the Operator at least nine (9) months prior to the termination date of this Agreement of its intent to renew.

#### **Section 4.02 Termination For Cause.**

The Owner or Operator, where applicable, may cancel this Agreement with prior written notice upon any of the following grounds, unless such grounds are attributable to any Uncontrollable Circumstance:

(A) If Operator disposes of Biosolids or otherwise abandons or discards Biosolids not in accordance with this Agreement, the Owner must notify the Operator in writing of such disposition and the Operator is required within seventy-two hours to cease said activity.

(B) If Operator fails to operate and maintain the HDF in accordance with any applicable laws, the Owner shall notify the Operator in writing and Operator shall have seventy-two hours to submit an acceptable written plan to cure all violations within thirty (30) days, or such shorter time as may be ordered by the jurisdictional body giving citation or notice of such violation. Failure to cure any violation of law within such required time or a repeat violation within one (1) year shall be grounds for termination.

(C) The HDF fails to Process any Owner supplied Biosolids for a period of thirty (30) consecutive days, unless Operator has received prior written approval from the Owner.

(D) Operator fails to meet any Performance Guarantee for a period of thirty (30) consecutive operating days, unless Operator has received prior written approval from the Owner

(E) Except as otherwise provided in this Section or elsewhere in this Agreement, the failure of Operator or Owner to cure any material breach of this Agreement after receipt of a thirty (30) day written notice specifying such breach from the other party, unless excused by an Uncontrollable Circumstance.

(F) Any insurance required to be maintained by the Operator pursuant to this Agreement lapses or is cancelled, unless other insurance conforming to the requirements of this Agreement was in full force and effect at the time of such lapse or cancellation.

## **ARTICLE V**

### **MISCELLANEOUS**

#### **Section 5.01 - Dispute Resolution**

(A) The Parties shall use their best efforts to resolve any dispute or controversy by mutual agreement. The Owner and the Operator each agree that in the event of any dispute between them arising under this Agreement, neither party shall institute any legal action or arbitration against the other without first giving the other party thirty (30) days written notice thereof, including such particulars as will reasonably permit the party against which the claim is being made to respond, during which time the Parties agree to negotiate in good faith to attempt to resolve any such dispute, including representatives of each party empowered to finalize a binding resolution of the dispute making themselves available on a reasonable basis to permit at least one face-to-face meeting. If such dispute shall not be resolved by agreement within such thirty (30) day period, then, upon request of either party by written notice to the other, such dispute shall be submitted to a mutually-acceptable mediator for a period of two (2) months from the date of such notice (or any shorter period by agreement of the Owner and the Operator) in an effort to resolve such dispute by non-binding mediation. If any such dispute

shall arise at a time when the applicable statute of limitations would expire prior to the end of such thirty (30) day period or two (2) month mediation period, as the case may be, suit or arbitration may be instituted to satisfy the applicable statute of limitations, but the Parties agree that such action shall be stayed for such thirty (30) day period or two (2) month period (or any shorter period by agreement of the Owner and Operator) to permit efforts to resolve or mediate such dispute.

If such dispute shall not be resolved by agreement within such thirty (30) day period or by non-binding mediation, as the case may be, within the applicable period, any such controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof. All mediation and arbitration proceedings shall be held in or near Cumberland, Maryland or such other location as is mutually agreeable to the Owner and the Operator. Each party shall bear its own costs in any mediation or arbitration, including without limitation attorney and other professional fees. The Parties shall pay in equal parts the mediator's and arbitrator(s)' fees and expenses.

(B) If either the Owner or the Contractor has withheld payment of an amount in dispute, upon resolution of such dispute, the non-prevailing party shall pay over to the prevailing party the disputed amount (or so much thereof as shall be determined to be due) plus interest at a rate equal to the published Treasury Bill Rate in effect from time to time during the period that payment was withheld, from the date on which such amount was due to the date of payment. Treasury Bill Rate means the average yield calculated on each U.S. Treasury auction on the thirteen (13) week U.S. Treasury Bill during the disputed period.

**Section 5.02 Independent Operator.**

Except as may be specifically agreed to in writing, Operator will at all times be an independent contractor and in no way will it be an employee or agent of the Owner. Operator shall not in any manner whatsoever commit the Owner to any obligation regardless of the nature thereof.

**Section 5.03 Assignment.**

Except as may be expressly provided otherwise in this Agreement, the Owner and the Operator shall have no right, power or authority to assign this Agreement or any portion thereof without prior approval of the other party which shall not be unreasonably withheld.

**Section 5.04 Further Assurances.**

Each party agrees to execute and deliver any instruments and to perform any action that may be necessary, or reasonably requested, in order to give full effect to this Agreement. Each party shall use all reasonable efforts to provide such information, execute such further instruments and documents, and take such action as may be reasonably requested by the other party not inconsistent with the provisions of this Agreement and not involving the assumption of obligations other than those provided for in this Agreement to carry out the intent of this Agreement.

**Section 5.05 Industrial, Intellectual, and Software Property Rights.**

(A) Payment of Royalties and Licenses. The Operator shall pay all royalties and technology license fees relating to the operation and maintenance of the HDF.

(B) Infringement Protection for Owner. The Operator shall indemnify and defend the Owner or any of its board members, officers, employees or representatives and hold each and all harmless against the liability, judgment, decrees, damages, interest, costs, expenses, and reasonable attorney's fees resulting from any claim or lawsuit alleging infringement of any patent, trademark

or copyright relating to the design of the HDF, or the unauthorized use of trade secrets by reason of the design and construction of the HDF by the Operator, or its subcontractors, suppliers or agents.

(C) Retainage of Intellectual Property Rights. The Operator hereby grants to the Owner and any successor operator of all or part of the HDF, the irrevocable, royalty-free and unrestricted license and right to use all formulas, processes, know-how, technology, innovations, computer software, trade secrets and other intellectual property developed by the Operator in connection with the performance of its obligations pursuant to this Agreement, both during the Term of this Agreement and after its expiration or termination and solely for use in direct connection with the operation of the HDF; provided, however, the Owner may not sell, license, transfer or formally authorize any other Person, other than a successor operator as provided above, to use such intellectual property, but the Owner and its employees and representatives may discuss, publish or otherwise freely and publicly communicate information concerning such intellectual property.

Upon the termination or, as applicable, expiration of this Agreement, the Operator shall provide the Owner, free of charge, with the software, hardware, computer maintenance program, system and source code established by, or for the use of, the Operator, as such program, system and source code was installed, upgraded or revised, together with any applicable licenses (to the extent the Owner is not a co-licensee), effective as of such termination or expiration date, for use by the Owner and its agents, Operators and/or successors solely in connection with the operation of the HDF. Said parties shall not otherwise use, sell or license such software. The Owner shall be responsible for maintaining any third party license after such termination or expiration. The Operator shall ensure that in no event shall any payments to be made by the Owner to third party licensors relating to such items exceed the periodic cost for same as would be obtainable in an arm's length transaction by a party obtaining such items from an unaffiliated third party, without any deferral or postponement of any such fees to a later period of such license or agreement, and with

substantially uniform payments throughout the term of the agreement. All such contracts must require substantially uniform payments throughout the respective terms, allowing for any regular customary commercial escalation of such payments.

If the Operator wishes to use items in the performance of this Agreement that are not compatible with the terms and conditions of this Section 5.05 (C), the Operator shall obtain the prior written approval of the Owner prior to using such items.

(D) Retainage of Patented Invention Rights. The Operator retains exclusive rights to all patented inventions and, subject to Section 5.05 (C), copyrighted materials, developed by the Operator in connection with the performance of its obligations pursuant to this Agreement, provided that the Operator will, at the expiration or termination of this Agreement, grant to the Owner and any successor operator of all or part of the HDF, a non-exclusive, non-transferable permanent license to use such inventions solely in direct connection with the operation of the HDF for an annual fee of one dollar (\$1.00). If the Operator wishes to use items in the performance of this Agreement that are not compatible with the terms and conditions of this Section 5.05 (D), the Operator shall obtain the prior written approval of the Owner prior to using such items.

(E) Treatment of Computer Hardware and Software. The costs of all computer hardware and software, including any software license fees, utilized by the Operator in connection with the performance of its obligations under this Agreement, shall be at the sole cost and expense of the Operator. Any and all portions of any replacement elements of any computerized maintenance management program or system provided by the Operator, or any computer hardware supporting the same, shall be of a quality equal to or better than the quality of the element(s) replaced, and shall first be approved by the Owner before implementation. All computer hardware and software licenses shall be in the name of both the Operator and the Owner (if necessary, the Operator shall purchase two licenses, one in its name and one in the Owner's name.

Immediately upon the earlier to occur of the termination or expiration of this Agreement, the Operator shall provide and deliver to the Owner, free of charge, possession of and all of its right, title and interest in and to all computer hardware obtained for the specific purpose and utilized by the Operator in connection with the performance of its obligations hereunder, including but not limited to all such hardware used in connection with the computerized maintenance management system program, the supervisory control and data acquisition (SCADA) and the human machine interface programming. The Operator shall also deliver and transfer, or arrange for the Owner to be a co-licensee for, any and all computer software, software licenses, source codes and other similar materials and information used by the Operator in preparing or storing the data and information, at no cost to the Owner other than future license fees payable to third party licensors, immediately upon the earlier to occur of the termination or expiration of this Agreement. The hardware, software, software licenses and source codes provided and delivered to the Owner pursuant to this Section 5.05 (E) shall be the same as such hardware, software, software licenses and source codes as same shall have been upgraded and revised, together with any applicable licenses, effective as of such termination or expiration date. The Operator shall ensure that in no event shall any payments to be made by the Owner to third party licensors relating to such computer software exceed the periodic cost for the same as would be obtainable in an arm's length transaction by a party obtaining such software from an unaffiliated third party, without any deferral or postponement of such fees to a later period of such license or agreement. All such computer hardware and software shall be used by the Owner and their agents, Operators and/or successors solely in connection with the operation of the HDF. Any lease of computer hardware by the Operator shall provide that such lease can be assigned to the Owner and upon its assignment, the term of the lease shall automatically be extended for one year with any additional rental payments due during the extension of the term to be paid by the Operator.

(F) Data and Information. All data and information collected, generated, prepared, or provided by the Operator as required by or pursuant to this Agreement shall be and remain the property of the Owner and shall be turned over to the Owner within ten (10) days after the earlier to occur of the termination or expiration of this Agreement; provided, however, the Operator may retain copies of all such information at its sole cost and expense

(G) Survival of Termination. This Section 5.05 shall survive termination of this Agreement.

**Section 5.06 Transition and Closeout Requirements.**

The following obligations of the Operator shall apply in the event that this Agreement is terminated and the Operator is not going to continue as the operator of the HDF. The entity that is to operate the HDF after this Agreement is terminated shall be referred to here as the Successor Operator.

(A) Successor Operator Access. The Operator shall provide the Successor Operator full and complete access to the HDF Site and all operation, repair, and maintenance activities. Such access shall commence six months prior to the expiration of this Agreement and may include, without limitation, the Successor Operator having one or more representatives on-site until the expiration of this Agreement. The Successor Operator and their on-site representatives shall not interfere with the Operator's operation and maintenance activities. All communication shall be between the Operator and the Owner and the Successor Operator and the Owner.

(B) Operation and Maintenance Records, Manuals and Drawings. Within thirty (30) days after notice of termination of this Agreement is given by either party, the Operator shall provide to the Owner an inventory of all records related in any way to the operation and maintenance of the HDF, including but not limited to, logs, manuals, procedures, reports,



calculations, databases, etc., and a complete inventory list of all spare parts, consumables, specialty maintenance tools and equipment. The records shall have been updated as required. The Operator shall be permitted to maintain a record copy of any such documents.

(C) Spare Parts, Consumables, Specialty Maintenance Tools and Equipment. Upon expiration of this Agreement, the Operator shall turnover to the Owner all spare parts, consumables, specialty maintenance tools and equipment related to, or required for, the operation and maintenance of the HDF, all of which shall be in Good Working Condition. Any of such items subject to this provision that are located off site, if any, shall be moved to the HDF within sixty (60) days prior to the expiration of this Agreement and stored in an appropriate manner. It is the intent of the parties that all spare parts, consumables, specialty maintenance tools and equipment shall be available to the Successor Operator.

(D) Training and Transition. The Operator shall provide training and transition for all HDF services at the expiration of the Agreement for a period not to exceed thirty (30) days.

(E) Final Inspection. Upon expiration of this Agreement, a final inspection of all facilities, including a performance test, will be conducted by the Owner. Equipment or performance identified by the Owner as deficient, excepting normal wear and tear and equipment life expectancy, shall be corrected by the Operator prior to final payment under the Agreement.

**Section 5.07 Operator's Representations.**

The Operator hereby represents to the Owner that:

(A) The Operator is duly organized under the laws of the Commonwealth of Massachusetts and is duly qualified to do business wherever necessary to carry on the business and operations contemplated by this Agreement.

(B) The Operator has the power, authority, and legal right to enter into any performance obligations set forth in this Agreement, and the execution, delivery and performance hereof (1) have been duly authorized, (2) to the best knowledge of the Operator, has the requisite approval of appropriate governmental bodies, (3) to the best knowledge of the Operator, does not violate any judgment, order, law or regulation applicable to the Operator or any provisions of the Operator's legal existence, and (4) does not constitute a default under or result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Operator under any agreement or instrument to which the Operator is a party or by which the Operator or its assets may be bound or affected.

(C) The Operator holds, or is expressly authorized under, the necessary patent rights, licenses, and franchises to modify and operate the HDF pursuant to the terms of this Agreement.

**Section 5.08 Notices.**

Any notices or communication required or permitted hereunder shall be in writing and sufficiently given or delivered in person or sent by certified or registered mail, postage prepaid, as follows:

As to the Operator: New England Fertilizer Company  
c/o O'Connell Development Group  
480 Hampden Street, P.O. Box 867  
Holyoke, MA 01041-0867  
Attention: James N. Sullivan  
Phone 413-534-5667

Fax (413) 534-2902  
E-Mail: jsullivan@oconnells.com

As to the Owner: City Of Cumberland, MD  
P.O. Box 1702  
Cumberland, MD 21501-1702  
(301) 759-6427  
Attention: Jeffrey E. Repp  
City Administrator  
Phone 301-759-6424  
Fax 301-759-6438  
E-Mail: jrepp@allconet.org

Notices shall be effective when received at the address specified above. Any party may make changes in the respective addresses to which such notice may be directed from time to time by written notice to the other party.

Facsimile is acceptable notice effective when received; however, facsimiles received (i.e. printed) after 5:00 P.M. will be deemed received on the next business day. The original of notice must still be mailed as required herein.

**Section 5.09 Waiver.**

The waiver by either party of a default or a breach of any provisions of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**Section 5.10 Modifications.**

The provisions of this Agreement, including the present and all schedules attached hereto shall (1) constitute the entire agreement between the parties, and (2) be modified, unless provided herein to the contrary, only by written agreement duly executed by both parties. In the event of any

conflict, variation or inconsistency between these general terms and conditions of this Agreement and any of the schedules, these general terms and conditions shall control.

**Section 5.11 Headings.**

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

**Section 5.12 Governing Law.**

This Agreement and any questions concerning its validity, construction and performance shall be governed by the laws of the State of Maryland.

**Section 5.13 Venue.**

Venue for all purposes arising out of this Agreement shall be in Cumberland, Maryland.

**Section 5.14 Counterparts.**

This Agreement may be executed in more than one counterpart each of which shall be deemed to be an original.

**Section 5.15 Severability.**

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of, or to, this Agreement or such other appropriate changes as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise effected by such action, remain in full force and effect.

**Section 5.16 Schedules.**

The following documents shall be schedules attached to this Agreement and incorporated herein by reference:

- Schedule 1. Biosolids Quality Specifications
- Schedule 2. Alternate Operations Plan
- Schedule 3. HDF Site
- Schedule 4. Operations and Maintenance Plan
- Schedule 5. Design and Construction Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the respective authorized representatives as of the date first written above.

ATTEST:

By: Marjorie A. Eirich  
Marjorie A. Eirich, City Clerk

OWNER

By: Lee N. Fiedler  
Lee N. Fiedler, Mayor

WITNESSES:

Joanne M. Beauregard

Operator

By: James N. Sullivan, G.M.  
James N. Sullivan, General Manager

## SCHEDULE 1

### BIOSOLIDS QUALITY SPECIFICATIONS

The successful operation of the Biosolids Processing Facility (HDF) requires that the Biosolids to be received meet the minimum requirements outlined below.

Liquid Biosolids shall solid content of 2.5-6 percent solids by weight and an average of not less than 3.5

Owner may incur additional substantiated charges if the sludge exceeds the ceiling of 40 CFR Part 503, Table 3, as listed below\*:

a. Arsenic	41 mg/kg dry weight basis
b. Cadmium	39 mg/kg dry weight basis
c. Copper	1500 mg/kg dry weight basis
d. Lead	300 mg/kg dry weight basis
e. Mercury	17 mg/kg dry weight basis
f. Molybdenum	75 mg/kg dry weight basis
g. Nickel	420 mg/kg dry weight basis
h. Selenium	100 mg/kg dry weight basis
i. Zinc	2800 mg/kg dry weight basis

\*Additional limitations may be imposed by MDE's definition of "Class I sewage sludge". Limitations are defined in COMAR 26.04.06.02 as follows:

Cadmium	25 Concentration (parts per million)
Copper	1000 Concentration (parts per million)
Lead	1000 Concentration (parts per million)
Mercury	10 Concentration (parts per million)
Nickel	200 Concentration (parts per million)
Zinc	2500 Concentration (parts per million)
PCB's	10 Concentration (parts per million)

The HDF shall not accept any materials that are hazardous waste.

The finished product which is shipped from the HDF as a product for use in general commerce shall

conform to the quality specifications of "Class A" material with respect to pathogen reduction, as that term is defined in 40 CFR Part 503, and shall comply with all other applicable local, State, and Federal law.

Operator shall perform and provide all sampling, laboratory testing and analysis, and quality assurance/quality control procedures and programs required by applicable local, State, and Federal law. Operator shall provide copies of Biosolids monitoring and testing data that is required by any and all local, state, or federal requirements, permits, and compliance reports. Biosolids monitoring shall be reported to the Owner within 15 days of the analysis.



## SCHEDULE 2

### ALTERNATE OPERATIONS PLAN

In the unlikely event that the facility is incapable of processing biosolids due to equipment failure, trucks may be diverted and hauled to an approved backup location. As an emergency back-up, NEFCO has contacted Mountainview Landfill, Inc. in Frostburg, Maryland (operated by Waste Management, Inc.) that could provide disposal services for all the biosolids generated by the City in the event of a complete emergency plant shutdown.

Operator shall develop a list of Alternate Landfill sites in addition to the landfill referenced herein. This additional information will be developed by the Operator during the term of the D & C Agreement. The Operator shall submit this report to the Owner for Owner's approval.

**SCHEDULE 3**

**HDF SITE**

To be defined after award.

## **SCHEDULE 4**

### **OPERATIONS AND MAINTENANCE PLAN**

(This schedule will be developed by the Operator during the term of the D & C Agreement for the HDF. This schedule is subject to the Owner's approval prior to its formal issuance.)

**SCHEDULE 5**

**DESIGN AND CONSTRUCTION AGREEMENT**





**File Attachments for Item:**

. Order 27,288 - authorizing the installation of sprinkler taps and fiber conduit lines by Triton Construction to certain Baltimore Street properties who have opted into this service during the Baltimore Street Access project (City Project 12-16-M), utilizing a Community Legacy grant of \$150,000, in the not-to-exceed amount of \$48,855

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

**ORDER NO.** 27,288

**DATE:** August 15, 2023

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

**THAT**, the installation of sprinkler and fiber taps to certain Baltimore Street properties during the Baltimore Street Access Project, (12-16-M), utilizing a Community Legacy grant in the amount of \$150,000.00, performed by Triton Construction, PO BOX 1360, 1944 Winfield Road, Saint Albans, WV 25177, in the not-to-exceed amount of Forty-eight Thousand, Eight Hundred Fifty-five Dollars and No Cents (\$48,855.00), be and is hereby approved.

---

**Raymond M. Morriss, Mayor**

Budget Number: 115.099M.63000  
Grant: Community Legacy Funds



# Council Agenda Summary

Meeting Date: 8/1/2023

Key Staff Contact: Matt Idleman

***Item Title:***

Installation of Sprinkler/Fiber Taps on Baltimore Street

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

This order is to allow Triton to install sprinkler and fiber taps to Baltimore Street properties during the Baltimore Street Access project. The City currently has a grant with Community Legacy in the amount of \$150,000 in which to perform this construction task. Currently, 20 fire lines and 25 fiber conduit lines are scheduled to be installed. The price per fiber conduit line installation is \$419.00, and the price per sprinkler tap line is \$1,919.00. Triton will have a not to exceed amount of \$48,855.00 in order to complete this installation for the property owners who have opted into this service.

***Amount of Award:*** Not to exceed amount of \$48,855.00

***Budget number:*** 115.099M.63000

***Grant, bond, etc. reference:*** Community Legacy Funds



Re: Additional scope of work review

1 message

Matt Idleman <matt.idleman@cumberlandmd.gov>

Tue, Feb 14, 2023 at 10:33 AM

To: john.rose@tritonwv.com

Cc: justin.koers@tritonwv.com, Tyler Mazer <tyler.mazer@tritonwv.com>

Thanks, John. We will pass this information along and work to get a quick response from all interested parties.

Matt Idleman, PE

City of Cumberland, MD

301-759-6503

On Mon, Feb 13, 2023 at 11:19 AM <john.rose@tritonwv.com> wrote:

Matt,

The unit prices to perform the additional excavation, core drilling, fittings, conduit, compaction and sealing the anulus with non-shrink grout is the following.

1-1/4 " Fiber Optic Service Line	3 LF	\$15.00 Per LF
Core & Seal with Non-Shrink Grout	1 LS	\$374.00 EA
		\$419.00 Per Location

The unit prices for the 6" Water Service Line Installed in the building are listed below:

6" – Water Service Line	6 LF	\$141.50 per LF
10" Core with Link Seal	1 EA	\$1,70.00 Per EA
		\$1,919.00 Per Location

John Rose

Triton Construction

304-590-2449

**From:** Matt Idleman <[matt.idleman@cumberlandmd.gov](mailto:matt.idleman@cumberlandmd.gov)>  
**Sent:** Thursday, February 2, 2023 1:30 PM  
**To:** John Rose <[john.rose@tritonwv.com](mailto:john.rose@tritonwv.com)>; [justin.koers@tritonwv.com](mailto:justin.koers@tritonwv.com)  
**Cc:** Robert Smith <[robert.smith@cumberlandmd.gov](mailto:robert.smith@cumberlandmd.gov)>  
**Subject:** Additional scope of work review

John and Justin,

As you are aware, the scope of the Baltimore Street Access project terminates the proposed 6" fire suppression supply lines and the 1-1/4" fiber lines on the outside of each building. There is interest from downtown owners (and some grant funding) to go ahead and bring these utilities inside of the buildings. This would be done outside of the BSA project and paid separately.

Please review the attached scopes of work and let me know what you think. What other information would you need to know to provide a price per install? We do not have any information on the buildings, as in basement wall material/thickness/etc.

As it currently stands, there are 32 fire suppression lines and 37 fiber lines that could potentially be brought into the buildings.

Thanks,

**Matt Idleman, PE**

*Deputy Director of Engineering, City of Cumberland*

**O:** 301-759-6503 | **C:** 304-813-8535

57 N. Liberty St, Cumberland, MD 21502

**File Attachments for Item:**

. Order 27,289 - rescinding Order No. 26,948, originally approved on February 1, 2022 and appointing Kevin Thacker, the City's Code Compliance Manager as the Zoning Administrator

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

**ORDER NO. 27,289**

**DATE: August 15, 2023**

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

**THAT**, Order No. 26,948, originally approved on February 1, 2022 be and is hereby rescinded; and

**BE IT FURTHER ORDERED THAT**, Kevin Thacker, Code Compliance Manager be and is hereby appointed as the Zoning Administrator effective this date.

---

**Raymond M. Morriss, Mayor**

**File Attachments for Item:**

. Order 27,290 - authorizing the City Administrator to begin the planning and design of the Cumberland Skate Park and authorizing the allocation of \$325,000 for this Capital Projects Fund project, funded by the General Fund.

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

**ORDER NO. 27,290**

**DATE: August 15, 2023**

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

**THAT**, the City Administrator be and is hereby authorized to begin the planning and design of the Cumberland Skate Park to be located at the Mason Sports Complex; and

**BE IT FURTHER ORDERED THAT**, an amount of Three Hundred Twenty Five Thousand Dollars and No Cents (\$325,000) is to be allocated for this project.

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**Raymond M. Morriss, Mayor**

**File Attachments for Item:**

. Order 27,291 - authorizing new parking rates for City lots and garages, effective ninety (90) days after passage of this Order



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

**ORDER NO. 27,291**

**DATE: August 15, 2023**

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

**THAT**, effective ninety (90) days after passage of this Order, parking fees shall be as follows:

- All of the meters are \$0.50/one-half hour and \$1.00/one hour
- All kiosks, except for the kiosk on Lot #5 are \$0.50/one-half hour and \$1.00/one hour
- The kiosk on Lot #5 is \$1.50/hour
- The permits for the Center City Parking Garage are \$85/month in the premium level (Ground), all other levels are \$60/month and the hourly rate is \$1.50/hour or \$12.00 max per day
- The permits for the Frederick Street Garage are \$95/month on the Blue Level, \$80/month on the Yellow Level and \$60/month on the Green Level
- Lot #1 on S. Mechanic Street is \$35/month
- Lot #3 on Greene Street is \$40/month
- Lot #4 on N. Mechanic Street and Lot #6 on Salem Street are free

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**Raymond M. Morriss, Mayor**

**File Attachments for Item:**

. Order 27,292 - authorizing the City Administrator to enter into a three year contractual agreement with ParkMobile for On-Demand parking transactions

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

**ORDER NO. 27,292**

**DATE: August 15, 2023**

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

**THAT,** the City Administrator be and is hereby authorized to enter into a contractual agreement with ParkMobile, 1100 Spring Street. NW, Suite 200, Atlanta, GA 30309 to provide On-Demand parking transactions within the municipal boundaries of the City of Cumberland for a three year term, effective this date.

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**Raymond M. Morriss, Mayor**

This ParkMobile Service Agreement ("Agreement") is made by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1100 Spring St. NW, Ste 200, Atlanta, GA 30309 ("ParkMobile") and Mayor and City Council City of Cumberland, a Maryland municipality, with offices at 57 N. Liberty Street, Cumberland, MD 21502 ("Client"). This Agreement will become effective as of the last signature date below (the "Effective Date"). In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

PARTY CONTACTS			
Client		ParkMobile	
<b>Legal Name:</b>	City of Cumberland	<b>Legal Name:</b>	Parkmobile, LLC
<b>Contact:</b>	Jeff Silka	<b>Sales Rep:</b>	Dillon Coats
<b>Email:</b>	jeff.silka@cumberlandmd.gov	<b>Email:</b>	Dillon.Coats@parkmobile.io
<b>Phone:</b>	(240) 609-9303	<b>Phone:</b>	770-658-9515
<b>Address:</b>	<b>Address:</b>		
	City of Cumberland <u>Mayor and City Council of Cumberland</u> 57 N. Liberty Street Cumberland, MD 21502		
	Parkmobile, LLC 1100 Spring St. NW Ste 200 Atlanta, GA 30309		
	<b>For legal notices:</b>		
	with a copy to ParkMobile's Legal Department at the above address and to <a href="mailto:legal-notices@parkmobile.io">legal-notices@parkmobile.io</a> .		

SERVICE TERMS	
<b>Services</b>	ParkMobile will provide Client with the Services related to the following types of parking transactions: <b>On-Demand</b>
<b>Initial Term</b>	3 years beginning on the Effective Date
<b>Renewal</b>	This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term (each a " <u>Renewal Term</u> " and, collectively, together with the Initial Term, the " <u>Term</u> ").
<b>Termination</b>	Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.
<b>Merchant of Record</b>	The parties designate ParkMobile as the merchant of record. <b>Client agrees to pay ParkMobile \$0.20 + 3% of the total transaction amount per transaction for this service.</b> ParkMobile will remit any amounts due Client in arrears to Client on the 15th of the following month.
<b>Parking Locations</b>	The Services will be provided to Client in the following locations / geographical territory: <b>All Client Locations <u>within the municipal boundaries of the City of Cumberland</u></b>

<b>Signage</b>	Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage may be made available to Client for purchase at ParkMobile's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by Client at ParkMobile's then-current signage rates. Installation and maintenance of all signage is Client's sole responsibility.
<b>Governing Law</b>	State of <del>Georgia</del> <u>Maryland</u>
<b>Schedules</b>	This Agreement incorporates the following Schedules: Schedule 1: Client General Terms and Conditions; Schedule 2: Services; Schedule 3: Client Electronic Funds Authorization Form

IMPLEMENTATION FEES			
Description	Units	Rate	Price
Implementation Fee	0	\$1,000.00	\$0.00
Custom Development	0	\$165.00/hr	\$0.00
Total Implementation Fees:			<b>\$0.00</b>

ADDITIONAL FEES	
Call Center & Customer Support	WAIVED
Client Support & Maintenance	WAIVED
Hosting	WAIVED
Enforcement Portal	WAIVED
Reporting Portal	WAIVED
Marketing & Advertising	WAIVED

USER FEES		
On-Demand User Fee	\$0.45	per transaction

The parties have executed this Agreement as of the Effective Date.

**MAYOR AND CITY COUNCIL OF CUMBERLAND**

**PARKMOBILE, LLC**

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

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

Name:

Name:

Title:

Title:

Date:

Date:

**SCHEDULE 1:  
CLIENT GENERAL TERMS & CONDITIONS**

**1. SERVICES**

- 1.1 General.** During the term, ParkMobile will provide the Services to Client in accordance with the terms and conditions of this Agreement.
- 1.2 Launch Date.** The parties will mutually agree upon the launch date for the Services.
- 1.3 ParkMobile Application.** On and after the launch date, Client's Parking Locations, along with associated Parking Information, will be made available to the general public through the ParkMobile Application.
- 1.4 Parking Management Services.** Subject to the license granted in Section 2, Client will be provided access to the Platform to manage Client's Parking Locations and associated Parking Information.
- 1.5 Parking Locations.** The parties agree that ParkMobile does not own, operate, manage, or maintain any Parking Location. Client agrees that ParkMobile is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by Client at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.
- 1.6 Publicity of Services.** Each party will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by Client will be in a form mutually agreed upon by the parties, which will not be unreasonably withheld or delayed.
- 1.7 Exclusivity.** Throughout the term, the parties agree that ParkMobile will be the exclusive provider of electronic payment parking services for Client except for any and all existing and future kiosks.
- 1.8 PCI DSS.** ParkMobile has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.
- 1.9 Online Client General Terms & Conditions.** The parties agree that this Agreement supersedes the Client General Terms and Conditions that is publicly available at <https://parkmobile.io/client-terms> with respect to the Services provided under this Agreement.

**2. ACCESS & USE OF PLATFORM**

- 2.1 Provision of Access.** Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and Client's payment of fees, ParkMobile grants Client a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to Client's internal use. ParkMobile will provide Client the Access Credentials within a reasonable time following the Effective Date.
- 2.2 Documentation License.** ParkMobile hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for

Client's internal business purposes in connection with its use of the Services.

- 2.3 Use Restrictions.** Client will not, directly or indirectly, and will not permit any third party to, access or use the Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.
- 2.4 Reservation of Rights.** Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with ParkMobile.
- 2.5 Changes.** ParkMobile reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ParkMobile's services to its customers; (ii) the competitive strength of or market for ParkMobile's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.
- 2.6 Suspension or Termination of Services.** Notwithstanding anything to the contrary in this Agreement, ParkMobile may suspend, terminate, or otherwise Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) ParkMobile receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ParkMobile to do so; or (b) ParkMobile believes, in its good faith and sole discretion, that (i) Client or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv)

Client's or any Authorized User's use of the Services disrupts or poses a security risk to ParkMobile or to any other client, end user, vendor or partner of ParkMobile; or (v) this Agreement expires or is terminated. This Section does not limit any of ParkMobile's other rights or remedies, whether at law, in equity, or under this Agreement.

### **3. CLIENT RESPONSIBILITIES**

**3.1 Use of Platform Account.** Client is responsible and liable for all uses of the Platform resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Client must notify ParkMobile immediately of any breach of security or unauthorized use of Client's account.

**3.2 Parking Information.** Client is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the ParkMobile Application and for keeping such information up to date within the Platform.

**3.3 Effect of Client Failure or Delay.** ParkMobile is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement.

### **4. SERVICE AND SUPPORT**

**4.1 Scheduled Maintenance.** ParkMobile will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, ParkMobile may modify this window from time-to-time by providing Client with advance notice. If ParkMobile anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, ParkMobile will use commercially reasonable efforts to give Client at least 24 hours prior notice. Notwithstanding the foregoing, ParkMobile reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, ParkMobile will use commercially reasonable efforts to notify Client before commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.

**4.2 Client Support.** ParkMobile will use commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in using the Services. ParkMobile will provide technical support for rate and configuration changes to Client Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, Client may submit a support request via email to [support@parkmobile.io](mailto:support@parkmobile.io). For issues relating to Reservation Parking Services, Client may submit a support request via email to [prs@parkmobile.io](mailto:prs@parkmobile.io). ParkMobile will provide Client with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, Client may contact the on-call engineer via email to [applicationsupport@parkmobile.io](mailto:applicationsupport@parkmobile.io).

**4.3 End-User Support.** ParkMobile will provide customer support for ParkMobile Users 24 hours a day, seven days a week, 365 days a year. There are multiple methods that ParkMobile Users can access customer support, such as: ParkMobile's online ticketing system, in-app chat feature, and toll-free phone number.

### **5. CONFIDENTIAL INFORMATION**

**5.1 General.** Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.

**5.2 Personal Data.** In the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

### **6. INTELLECTUAL PROPERTY OWNERSHIP**

**6.1 Client Data.** Client Data remains the sole and exclusive property of Client. Client grants ParkMobile a perpetual, irrevocable, royalty-free license to use Client Data in connection with the Services.

**6.2 Client Brand Features.** Client grants to ParkMobile a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display Client's Brand Features in connection with providing and/or marketing the Services. ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

**6.3 ParkMobile IP.** Client acknowledges that, as between Client and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform.

**6.4 ParkMobile Brand Features.** ParkMobile grants to Client a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at <https://parkmobile.io/company/parkmobile-media-assets/logos/>. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

**6.5 ParkMobile User Data.** ParkMobile User Data remains the sole and exclusive property of ParkMobile. ParkMobile may sublicense certain ParkMobile User Data to Client upon Client's execution of ParkMobile's Data Protection Agreement. Client will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or (iii) use ParkMobile User Data for purposes other than



those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that ParkMobile will not sublicense or provide any PCI Data to Client.

**6.6 Resultant Data.** Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for Client's internal use in connection with the Services.

**6.7 Reservation of Rights.** ParkMobile reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any IP Rights or other right, title, or interest in or to the ParkMobile Application and/or the Platform.

## **7. FEES AND PAYMENT**

**7.1 Fees.** Client shall pay ParkMobile the fees set forth in the Agreement that incorporates these Client General Terms & Conditions ("Fees") in accordance with this Section 7.

**7.2 Payment Terms.** The parties designate ParkMobile as the merchant of record. Client agrees to pay ParkMobile \$0.20 + 3% of the total transaction amount per transaction for this service. On or before the 15th day of each month, ParkMobile will disburse to Client all parking fees ParkMobile received during the preceding month from ParkMobile Users on behalf of Client as a direct result of this Agreement, less any amounts owed to ParkMobile.

**7.3 Taxes.** All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on ParkMobile's income.

**7.4 Reserved.**

**7.5 No Deductions or Setoffs.** All amounts payable to ParkMobile under this Agreement shall be paid by Client to ParkMobile in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

**7.6 Fee Increases.** ParkMobile may increase Fees for any contract year, by providing Client at least sixty (60) calendar days written notice.

**7.7 Limited Payment Agent.** Client appoints ParkMobile as its agent for the limited purpose of receiving, holding, and settling payments made by ParkMobile Users to Client in connection with the Services. Client acknowledges and agrees that receipt of payment from ParkMobile Users in connection with the Services by ParkMobile shall be deemed the same as receipt by Client itself.

## **8. REPRESENTATIONS AND WARRANTIES**

**8.1 Mutual.** Each party represents, warrants and covenants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the representative that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

**8.2 ParkMobile.** ParkMobile represents, warrants, and covenants to Client that ParkMobile will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

**8.3 Disclaimers.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1 AND SECTION 8.2, ALL SERVICES ARE PROVIDED "AS IS." PARKMOBILE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PARKMOBILE DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. PARKMOBILE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

## **9. INDEMNIFICATION**

**9.1 Mutual.** Each party will indemnify, defend, and hold harmless the other party from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred as a result from any third-party claim, suit, action, or proceeding ("Third-Party Claim") to the extent it arises from a breach of the indemnifying party's representations and warranties under this Agreement.

**9.2 ParkMobile.** ParkMobile will indemnify, defend, and hold harmless Client from and against any and all Losses incurred by Client resulting from any Third-Party Claim that the Platform or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's IP Rights, provided that Client promptly notifies ParkMobile in writing of the claim, cooperates with ParkMobile, and allows ParkMobile sole authority to control the defense and settlement of such claim.

**9.3 Client.** Client will indemnify, defend, and hold harmless ParkMobile from and against any and all Losses incurred by ParkMobile resulting from any Third-Party Claim arising



out of Client's disclosure or use of ParkMobile User Data in violation of this Agreement.

**9.4 Mitigation.** If any of the Services are claimed to, or in ParkMobile's opinion are likely to, infringe, misappropriate, or otherwise violate any third-party IP Rights, or if Client's use of the Services is enjoined or threatened to be enjoined, ParkMobile may, at its option and sole cost and expense: (a) obtain the right for Client to continue to use the Services as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute the Services, as applicable, under this Agreement; or (c) by written notice to Client, terminate this Agreement and require Client to immediately cease any use of the Services.

**9.5 Sole Remedy.** THIS SECTION 9 SETS FORTH ~~CLIENT'S EACH PARTY'S~~ SOLE REMEDIES AND ~~PARKMOBILE'S EACH PARTY'S~~ SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

## **10. LIMITATION OF REMEDIES AND DAMAGES**

**10.1 Exclusion of Damages.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL ~~PARKMOBILE—EITHER PARTY~~ OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**10.2 Cap on Monetary Liability.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF ~~PARKMOBILE EITHER PARTY~~ ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO PARKMOBILE UNDER THIS AGREEMENT IN THE 12

MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**10.3 Exceptions.** The exclusions and limitations in Section 10.1 and Section 10.2 do not apply to ParkMobile's obligations under Section 9 or liability for ParkMobile's gross negligence or willful misconduct.

## **11. RESERVED**

## **12. GENERAL TERMS**

**12.1 Assignment.** Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntary, involuntarily, by operation of law, or otherwise, without ParkMobile's prior written consent. No assignment, delegation, or transfer will relieve Client of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.1 is void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

**12.2 Severability.** If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

**12.3 Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

**12.4 Notices.** Any notice or communication permitted or required under this Agreement must be in writing and will be deemed received by the addressee: (a) when received, if delivered by hand with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the attention of the respective party's legal department at the address set forth at the beginning of this Agreement or such other address as either party may specify in writing. Any notice permitted or required under this Agreement that is sent to ParkMobile shall also be sent via email to [legal-notices@parkmobile.io](mailto:legal-notices@parkmobile.io).

**12.5 Governing Law.** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of ~~Maryland~~Georgia, United States of America (including its statutes of limitations).

**12.6 Amendment; Waivers.** Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. No waiver by any party will be effective unless explicitly set forth in writing and signed by the party so waiving. No terms or conditions stated in a Client purchase order, vendor onboarding process or web portal, or any other Client order documentation shall be

incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

**12.7 Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

**12.8 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**12.9 Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

**12.10 Independent Contractors.** The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

**12.11 Export Control.** Client will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Client: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulation.

**12.12 Interpretation.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

**12.13 Counterparts.** The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

## **13. DEFINITIONS**

**"Access Credentials"** means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device,

used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

**"Authorized User"** means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement.

**"Brand Features"** means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

**"Client Data"** means any data specific to Client's operation that is provided by Client to ParkMobile to be used in the provision of Services that is not available to ParkMobile publicly or by other means.

**"Confidential Information"** means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

**"Documentation"** means any manuals, instructions, or other documents or materials that ParkMobile provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Services.

**"IP Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

**"Parking Information"** means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific Parking Location.

**"Parking Location"** means the location or locations of Client's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.

**"ParkMobile Application"** means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitate the payment of parking transactions.

**"ParkMobile User"** means an end user that uses the ParkMobile Application.

**"ParkMobile User Data"** means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application.

**"PCI Data"** means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information

used to authenticate cardholders and/or authorize payment card transactions

"Personal Data" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes "personal data" or "personal information" within the meaning of any relevant and applicable data privacy or protection laws.

"Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client's Parking Locations.

"Resultant Data" means data and information related to Client's, Authorized Users' and/or ParkMobile Users' use of the Services that is used by ParkMobile in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the ParkMobile Application, the Platform, and all other services provided by ParkMobile under this Agreement.

**SCHEDULE 2: SERVICES  
ON-DEMAND PARKING SERVICES**

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application (“On-Demand Parking”).

ParkMobile Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting <https://app.parkmobile.io>; (2) calling ParkMobile’s IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer simply provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the ParkMobile User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

ParkMobile does not provide or pay for Client’s use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile Users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

ParkMobile Users can use On-Demand Parking anywhere the Services are available.

All parking charges are automatically charged to the ParkMobile User’s payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from <https://app.parkmobile.io> to access and print parking history, receipts, and statements.

**SCHEDULE 3:  
CLIENT ELECTRONIC FUNDS AUTHORIZATION FORM**

This form authorizes Parkmobile, LLC to make payment to a business electronically. All payments will be paid in the account designated by the voided check or bank letter attached to this form. It is the responsibility of Client to notify ParkMobile of any changes pertinent to electronic payments, such as changes in banking information or email address.

**PAYEE/CLIENT INFORMATION**

CLIENT NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
PRIMARY FINANCE CONTACT EMAIL:
SECONDARY FINANCE CONTACT EMAIL:
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL:

**FINANCIAL INSTITUTION INFORMATION**

BANK NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE:
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER:
DEPOSITOR ACCOUNT TITLE:
DEPOSITOR ACCOUNT NUMBER:
TYPE OF ACCOUNT:
PLEASE BE SURE TO ATTACH A <b>VOIDED CHECK</b> OR <b>BANK LETTER</b> TO VERIFY THE ABOVE ACCOUNT INFORMATION

This form authorizes Parkmobile, LLC to send credit entries and appropriate debit and adjustment entries electronically or by any other commercially accepted method to the account indicated above and to other accounts specified by Client in the future (collectively, the "Account"). This form authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until ParkMobile receives a written termination notice from Client and has a reasonable opportunity to act on it.

**File Attachments for Item:**

. Order 27,293 - eliminating the two (2) courtesy warnings for various parking violations and allowing Parking Enforcement Officers to issue citations to vehicles in violation

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

ORDER NO. 27,293

DATE: August 15, 2023

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

**THAT**, the elimination of the two (2) courtesy warnings for various parking violations be and is hereby approved; and

**BE IT FURTHER ORDERED THAT**, Parking Enforcement Officers are allowed to issue citations to vehicles in violation on the first offense, effective this date.

---

**Raymond M. Morriss, Mayor**

**File Attachments for Item:**

. Order 27,294 - accepting the Allegany County Commissioners fuel contract of Inventory Gasoline and Diesel Fuel from Stuck Enterprises, Inc. (dba Bedford Valley Petroleum & Propane) for an amount not-to-exceed \$345,000, piggy-backing off the County Commissioners' contract, in accordance with City Code Section 2-171(c)



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

**ORDER NO.** 27,294

**DATE:** August 15, 2023

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

**THAT**, the Allegany County Commissioners' fuel contract of Inventory Gasoline and Diesel Fuel from Stuck Enterprises, Inc., (dba Bedford Valley Petroleum and Propane) 1 East Potomac Street, Cumberland, MD, 21502, be and is hereby accepted in the not-to-exceed amount of Three Hundred Forty-five Thousand Dollars and No Cents (\$345,000.00); and

**BE IT FURTHER ORDERED**, that the City of Cumberland will be piggybacking off of the Allegany County Commissioners' contract, in accordance with City Code Section 2-171(c).

---

**Raymond M. Morriss, Mayor**

Budget Codes:

001.141.03 – Inventory Gasoline, \$220,000.00

001.141.04 – Inventory Diesel, \$125,000.00

# Council Agenda Summary

Meeting Date: July 17, 2023

Key Staff Contact: Brian Broadwater

## ***Item Title:***

Order Accepting the County Commissioners of Allegany County, MD fuel contract of Unleaded Gasoline and Diesel Fuel from Stuck Enterprises, Inc. (DBA as Bedford Valley Petroleum & Propane), 1 E Potomac St, Cumberland, MD 21502 for an amount not to exceed \$345,000.

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

Requesting an order to accept the County Commissioners of Allegany County, MD fuel contract of Inventory Gasoline and Diesel Fuel from Stuck Enterprises, Inc. (DBA as Bedford Valley Petroleum & Propane), for an amount not to exceed \$345,000. We will be piggybacking off of the County Commissioners of Allegany County, Maryland Contract. This is in accordance with the City Code Section 2-171 (c) – Purchasing cooperatives, state and local government contracts (Piggybacking Contracts).

## ***Amount of Award:***

\$345,000

## ***Budget number:***

001.141.03 (Inventory Gasoline) \$220,000

001.141.04 (Inventory Diesel) \$125,000

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

N/A

## MOTION

By motion duly carried of the County Commissioners of Allegany County, Maryland, the following action was authorized as part of the Consent Agenda for the Thursday, July 13, 2023, public meeting:

**Authorized the award for FY2024 unleaded gasoline & ultra low sulfur diesel to Stuck Enterprises, Inc. (DBA as Bedford Valley Petroleum & Propane), 1 E Potomac St, Cumberland, MD 21502 in the amount of \$884,146.64.**

VOTE:

<u>absent</u>	<u>yes</u>	<u>yes</u>
DJC	CVB	WRA

**County Commissioners of Allegany County, Maryland**

## CERTIFICATION

I, Samantha L. Logsdon, Clerk to the County Commissioners, hereby certify that the above action of the Commissioners is a part of the formal, written record of the public meeting held on the 13<sup>th</sup> day of July in the year 2023.

BY:

Samantha L. Logsdon

Samantha L. Logsdon,  
Clerk to the County Commissioners

SEAL

Dept.: Public Works - Roads

Account No.: 1465.8622

Contact Person: Daniel S. DeWitt, P.E.

# FUEL BID PROPOSAL SHEET

Business Name: Bedford Valley Petroleum Title: CEO  
 Contact Person: Ryan Vance  
 Address: 18. Portman St. Cumberland MD 21502  
 Phone: 724-948-5473 Fax: 724-852-1798  
 Email: vance@jacksper.com

I hereby submit the following bid in accordance with the special terms, conditions and specifications contained within this request on behalf of

Bedford Valley Petroleum

[Signature]

Business Name

Signature

## Tank Wagon Deliveries

	A	B	C	D	E
Fuel Type	Average Morning/10AM Altoona OPIS Rack Price 6/6/23	Markup (4 Decimal Places)	Bid Price A + B	Estimated Quantity Gallons	Total C x D
1 Unleaded Gasoline (including State tax)	2.6145	.05	2.6645	164,200	\$437,510.20
2 Ultra Low Sulfur Diesel Fuel (excluding all taxes)	2.6709	.05	2.7209	164,150	\$446,635.74
Grand Total (Total 1 + Total 2)					\$884,146.64

Based on Award: Contract will be awarded based on lowest Grand Total submitted by a responsive, responsible bidder, taking into account local bid preference, as required.

**Fuel Additives, Dyes, Federal and State Fees:**

1. HPFI Additive: \$ .03 per gallon
2. Winter Additive EC-1: \$ .03 per gallon
3. Federal Oil Spill Fee: \$ .007 quint per gallon .0056 gal
4. Federal LUST: \$ .001 per gallon
5. MD State Motor Fuel: \$ .4345 dis per gallon .427 gasoline
6. Md Oil Transfer Fee: \$ N/A per gallon

Notes: We take the transfer fee into account with the price

Federal Oil Spill now includes Federal Spill fee 11/1/23

Name of fuel source: Hoskey Marketing

Address of fuel source: 664 Burns Ave Albion PA 16601

Contact Person: Brad Nelt

Phone No.: 814-946-7084 Fax No.: 814-946-7090

# CITY OF CUMBERLAND MARYLAND

## DEPARTMENT OF PUBLIC WORKS

July 17, 2023

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

Dear Mayor and City Council,

I recommend that we move forward with the County Commissioners of Allegany County, MD fuel contract of unleaded gasoline and diesel fuel from Stuck Enterprises, Inc. (DBA as Bedford Valley Petroleum & Propane), 1 E Potomac St, Cumberland, MD 21502 for an amount not to exceed \$345,000.

We will be piggybacking off of the County Commissioners of Allegany County, MD fuel contract. Allegany County includes the City of Cumberland in their Request for Proposal for unleaded gasoline and diesel fuel. This is in accordance with the City Code Section 2-171 (c) – Purchasing cooperatives, state and local government contracts (Piggybacking Contracts). The total of \$345,000 includes unleaded gasoline in the amount of \$220,000 and \$125,000 for diesel fuel.

### MAYOR

RAYMOND M. MORRISS

### COUNCIL

RICHARD J. CIONI, JR.

EUGENE T. FRAZIER

JOSEPH P. GEORGE

LAURIE P. MARCHINI

### CITY ADMINISTRATOR

JEFFREY F. SILKA

### PW OPERATIONS MANAGER

BROOKE CASSELL

Sincerely,



David Broadwater Jr  
Fleet Manager



MEMBER MARYLAND  
MUNICIPAL LEAGUE (MML)

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

**File Attachments for Item:**

. Order 27,295 - authorizing the execution of a Donation Agreement with Cassandra King for real property at 220 N. Lee Street, Tax ID #06-022790, for the sum of \$1

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

ORDER NO. 27,295

DATE: August 15, 2023

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

**THAT**, the Mayor be and is hereby authorized to execute a Donation Agreement by and between Cassandra King (Donor) and the Mayor and City Council of Cumberland whereby certain property at 220 N. Lee Street (Tax No. 06-022790) shall be transferred to the City for the sum of \$1.00; and

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

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

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

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**Raymond M. Morriss, Mayor**



## **DONATION AGREEMENT**

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

### **RECITALS**

**WHEREAS**, Donor owns the real property together with the improvements thereon, if any, located at 220 N. Lee Street, Cumberland, Allegany County, Maryland which is described as follows and referred to as the "Property":

220 N. Lee Street  
Tax ID No. 06-022790  
Land Records Book 2242, Page 430

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

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

### **WITNESSETH:**

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

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

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

3. **Estate/Condition.** The Property shall be conveyed to the City in fee simple and in "AS IS" condition. Donor shall convey the Property to the City by means

1 of 6

of a deed containing covenants of special warranty and further assurances. Said deed shall be delivered to the City at closing.

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

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

5. Appraisal. Donor has the right to have the Property appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Property to the City. The appraisal(s) shall be performed prior to closing or the date of the City's acceptance of the deed for the Property. Upon delivery of the deed for the Property and the City's acceptance of the same, Donor shall provide the City with the appropriate tax documents relative to their eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgment required under 21 U.S.C. § 170(f)(8)<sup>11</sup>. Upon the City's acceptance of the deed and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Property in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, Donor shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to Donor with respect to such matters.

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

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

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

(i) The amount of cash and a description (but not value) of any property other than cash contributed.

(ii) Whether the donee organization provided any goods or services in consideration, in whole or in part, for any property described in clause (i).

(iii) A description and good faith estimate of the value of any goods or services referred to in clause (ii) or, if such goods or services consist solely of intangible religious benefits, a statement to that effect.

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

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

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

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

12. Breach of Agreement and Default. The City and Donor are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, Donor may pursue any legal or equitable rights which may be available to her. If Donor fails to make full settlement or is in default due to his/her/its/their failure to comply with the terms, covenants and conditions of this Agreement, the City is entitled to pursue such rights and remedies as may be available, in

law or in equity, including, without limitation, an action for specific performance of this Agreement.

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

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

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

To Donor:

Cassandra Kling  
265 N. Main Street  
New Hope, PA 18398

To the City:

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

with a copy to:

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

16. **Entire Agreement.** This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns.

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

18. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. It shall be enforceable with an action commenced in the Circuit Court for Allegany County, Maryland, and the parties hereto agree to be subject to the jurisdiction of such Court and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such Court is commenced in an inconvenient forum or one that lacks proper venue.

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

20. Gender/Tense/Conjugation. The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

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


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

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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

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

WITNESS/ATTEST:

\_\_\_\_\_  
  
\_\_\_\_\_  
Cassandra Kling  
7/6/23  
Date

MAYOR AND CITY COUNCIL  
CUMBERLAND

\_\_\_\_\_  
Allison Layton,  
City Clerk

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

\_\_\_\_\_  
date

\* The city of Cumberland will be responsible for the existing water and sewer changes.

**THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Cassandra Kling (the "Grantor"), of Allegany County, Maryland, and Mayor and City Council of Cumberland (the "City"), a Maryland municipal corporation.**

**WITNESSETH:**

**That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantor does hereby grant, bargain and sell, release, confirm and convey unto the City, its successors and assigns, the following described property, to wit:**

**All that lot or parcel of ground situated and lying on North Lee Street in the City of Cumberland, Allegany County, Maryland, consisting of part of Lot No. 383 and part of Lot No. 384 on Map No. 5 of the Rose Hill Estate filed in No. 1674 Equity in the Credit Court for Allegany County, said Lot or Parts of Lot being described together as follows: beginning at a point on the Westerly side of Lee Street at the end of 263 feet measured in a Northerly direction from the Northerly side of Cumberland Street, said point being also the Southeastern corner of the Lot of ground conveyed to Mamie E. Taylor by William Taylor and wife, by Deed dated November 4, 1903 and recorded in Liber 94, folio 41 of the Land Records of Allegany County; and running thence with said Lee Street, South 11 degrees 20 minutes West 23 feet; then at right angles to said Street, North 78 degrees 40 minutes West 109 feet to Tamarack Alley, and with North 11 degrees 20 minutes East 23 feet to the end of the second line of said lot conveyed as aforesaid to said Mamie Taylor, and with it, reversed, South 78 degrees 40 minutes East 109 feet to the place of beginning. It being the same property which was conveyed unto the said Shelby J. Uphold by Deed of Keith A. Hayden dated December 27, 1993 and recorded in Deed Liber 614, Folio 185, among the Land Records for Allegany County, Maryland.**

**IT BEING the same property which was conveyed from The Bank of New York Mellon, as Trustee for CIT Mortgage Loan Trust 2007-1 to Cassandra King, by deed dated August 17, 2006 and recorded among the Land Records of Allegany County, Maryland in Book 2242, Page 430.**

**SUBJECT TO** all outconveyances, agreements, rights of way, easements and other matters 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 above-described property unto the City, its successors and assigns, in fee simple forever.

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

**WITNESS** the hand and seal of the Grantor the day and year first above written.

**WITNESS:**



---

**Cassandra Kling**

**(SEAL)**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



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

I HEREBY CERTIFY, that on this 6 day of July, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Cassandra Kling**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that she executed the same for the purposes therein contained; and she further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00; and she 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.

*Anthony L. Melson*  
**NOTARY PUBLIC**

Commonwealth of Pennsylvania - Notary Seal Anthony L. Melson, Notary Public Bucks County My commission expires April 18, 2025 Commission number 1110149 Member, Pennsylvania Association of Notaries
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My Commission Expires: 4/18/2025

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

**MICHAEL SCOTT COHEN**

**File Attachments for Item:**

. Order 27,296 - amending the CDBG-CV 2020 Annual Action Plan to move unused CARES ACT funds to the Constitution Park Playground Project for removal of outdated playground equipment and installation of new safe equipment to Grove 1 playground, to create a safe outdoor space for children to enjoy in preparation for any future possible pandemics, in response to the need for outdoor spaces identified during the Covid-19 pandemic

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

**ORDER NO.** 27,296

**DATE:** August 15, 2023

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

THAT, the following amendments to two 2020 annual action plan projects for the Community Development Block Grant Program CARES ACT funds be and are hereby approved effective August 15, 2023:

Program	Current	Amendment	New Total
CV20.004 CV Broadband & Tech Accessibility	\$172,456	(\$63,300.40)	\$109,155.60
CV20.011 CV Constitution Park Playground Grove 1	\$0	\$63,300.40	\$63,300.40

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**Raymond M. Morriss, Mayor**

## **Public Notice of Intent to Program Community Development Block Grant Funds**

### **PY 2024 City of Cumberland CARES Act Amendment**

#### **Substantial Amendment #1 07/10/2023**

In accordance with federal regulations governing the Consolidated Planning process, the City of Cumberland is notifying the public regarding a proposal to reprogram Community Development Block Grant CARES Act funds (CDBG-CV) by amending the 2020 Annual Action Plan in response to the needs of residents affected by the Coronavirus pandemic. CDBG-CV funds were not expended from the original 2020 CARES ACT award due to the inability of the Allegany County Library System to continue the original goals and objectives set forth in the sub recipient agreement. As a result of community outreach and evaluation of the community's needs for youth, staff will be coordinating with the City Parks and Recreation Department to use surplus funds to create safe places for play within the Constitution Park's 7,000 square foot playground area at Grove 1, to respond to the pandemic and to prepare for future health requirements.

Public Services to Public Facilities	
CV Constitution Park Playground Project	\$63,300.40
CV Broadband & Technology Access	(\$63,300.40)

As a result of the aforementioned proposed changes to the 2020 Annual Action Plan, the CV Broadband & Technology Access program (CV20.004) will be decreased by \$63,300.40 to \$109,155.60 and a project called CV Constitution Park Playground Project, Grove 1, (CV20.011) will be created and funded with \$63,300.40 in CARES Act funds with other funding sources totaling \$180,000. These 2020 CDBG-CV funds are proposed to provide COVID-19 related response and preparation for future outbreaks to roughly 19,000 city residents at the centrally located Constitution Park.

Although Cumberland's Citizen Participation Plan was approved by Cumberland Mayor and City Council on May 5, 2020 and allows for expedited procedures for public notification for Emergency Action Plan Amendments, the public has 30 days to comment. The Mayor and City Council is scheduled to approve the proposed amendment on Tuesday, August 15, 2023, and will consider any comments or views from its citizens received in writing or orally at the public meeting.

**Questions and written comments concerning the proposed amendment may be submitted by the public effective Friday, July 14, 2023 through 4 PM Monday, August 14, 2023. Provide written comments to the City of Cumberland, Department of Community Development by mail to 57 N. Liberty Street, Cumberland, Maryland or email at [lee.borror@cumberlandmd.gov](mailto:lee.borror@cumberlandmd.gov). This Amendment to the 2020 Community Development Block Grant Annual Plan will be considered for approval by Mayor and City Council at the regular meeting on Tuesday, August 15, 2023 at 6:15 PM.**

**ADV: Friday, August 14, 2023**

**File Attachments for Item:**

. Order 27,297 - rescinding Order 27254 approved on June 20, 2023, due to a misstated purchase amount, and accepting the contract renewal with Link Computer Corporation for the renewal of the MuniLink Utility Billing System for a one-year term retroactive to June 1, 2023 in the amount not-to-exceed \$44,829.12

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

**ORDER NO.** 27,297

**DATE:** August 15, 2023

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

**THAT**, Order No. 27,254 approved on June 20, 2023, be and is hereby rescinded due to a misstated purchase amount; and

**BE IT FURTHER ORDERED THAT**, the contract renewal with Link Computer Corporation, 140 Stadium Drive, PO Box 250, Bellwood, PA, 16617, for the renewal of the MuniLink Utility Billing System for a one-year term beginning retroactive to June 1, 2023 be and is hereby accepted in the amount not-to-exceed Forty-four Thousand, Eight Hundred Twenty-nine Dollars and Twelve Cents (\$44,829.12).

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**Mayor Raymond M. Morriss**

Budget: 003.033.48201

# Council Agenda Summary

Meeting Date: 8/15/2023

Key Staff Contact: Johnna Byers, Director IT

***Item Title:***

MuniLink Utility Billing System Hosting and Support

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

IT requests an order for costs not-to-exceed \$44,829.12 for MuniLink Utility Billing System hosting and support. We have been using this system for over three years. We use it to generate utility bills for water, sewer, and trash service. We pay on a monthly basis.

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

***Budget number:*** 003.330.48201

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

**File Attachments for Item:**

. Order 27,298 - authorizing the Sole Source purchase of the City's annual amount of water meters and smartpoints from L/B Water Service in the amount not-to-exceed \$350,000 for the entire fiscal year



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

**ORDER NO.** 27,298

**DATE:** August 15, 2023

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

**THAT**, L/B Water Service, Inc., 550 S. High Street, Selinsgrove, PA, 17870 is hereby approved as the sole source vendor for the purchase of water meters and smartpoints for FY24; and

**BE IT FURTHER ORDERED**, that FY24 purchases from L/B Water Service, Inc. for water meters and smartpoints shall not exceed Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00).

---

**Raymond M. Morriss, Mayor**

Budget: 002.220.39300 Water Meters and Fittings  
002.299XI 63000 Cross Connection Upgrade

# Council Agenda Summary

**Meeting Date:** August 15, 2023

**Key Staff Contact:** Marty Watts, Water Distribution Superintendent

***Item Title:***

**Order to Allow the Sole Source Purchases of Water Meters and Smartpoints from L/B Water Service, Inc. Selinsgrove, PA, 17870. In the amount not to exceed \$350,000 for an Entire Fiscal Year.**

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

Requesting an order to allow sole source purchases of water meters and smartpoints from L/B Water Service in the amount not to exceed \$350,000 for the entire fiscal year. L/B Water Service is the only distributor that is allowed through Sensus to sell us any water meter, smartpoints or meter reading equipment. On average over the last three years, we have spent \$250,000 on water meters of various sizes and the corresponding reading devices. Due to the rise in meter and material cost the amount of the sole source purchase must be increased. With the market still in flux from COVID, the water meters and smartpoints that the city must use have a very long lead time. By purchasing our annual number of meters on one large order we have been able to keep up with our demand of installing new meters. Water meters are a large part of our city's revenue. Without being able to have them on hand or the availability to get them quickly could play a role in our monthly revenue.

***Amount of Award:***

**\$350,000**

***Budget number:***

**002.220 39300 Water Meters and Fittings**

**002.299XI 63000 Cross Connection Upgrade**

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

**File Attachments for Item:**

. Order 27,299 - authorizing the Chief of Police to accept the FY24 Police Recruitment and Retention Grant in the amount of \$20,000 awarded by the Governor's Office for Crime Control and Prevention (GOCCP) which recognizes the state-wide shortage of police candidates and has offered funds to help local agencies recruit and retain police officers

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

**ORDER NO.** 27,299

**DATE:** August 15, 2023

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

**THAT** the Chief of Police be and is hereby authorized to accept a GOCCP Grant for FY24 entitled "Police Recruitment and Retention" (PRAR) in the amount of Twenty Thousand Dollars and No Cents (\$20,000.00) to assist in recruitment and retention, and to help pay incentives designed to attract and maintain qualified law enforcement employees.

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**Raymond M. Morriss, Mayor**

Grant: PRAR-2024-0007

# Council Agenda Summary

Meeting Date: August 15, 2023

Key Staff Contact: Chief Chuck Ternent

**Item Title:** FY24 Police Recruitment & Retention Grant (PRAR)

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

Authorize the Chief of Police to accept the FY22 Police Recruitment and Retention Grant in the amount of \$20,000 awarded by the Governor's Office for Crime Control and Prevention (GOCCP) who recognizes the state-wide shortage of police candidates and has offered funds to help local agencies recruit and retain police officers.

***Amount of Award:*** \$20,000.00

***Budget number:***

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



# GOVERNOR'S COORDINATING OFFICES

Community Initiatives • Service & Volunteerism • Performance Improvement  
Crime Prevention, Youth, & Victim Services • Small, Minority, & Women Business Affairs  
Banneker-Douglass Museum • Volunteer Maryland • Deaf & Hard of Hearing

July 27, 2023

Chief Chuck Terner  
Chief of Police  
Cumberland Police Department  
20 Bedford Street  
Cumberland, MD 21502

RE: PRAR-2024-0007

Dear Chief Terner:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**Police Recruit and Retention Program**," in the amount of \$20,000.00 has received approval under the Police Recruitment and Retention program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland City Police Department 2024 Police Recruitment and Retention (PRAR) assists in developing and implementing strategies intended to enhance recruitment and retention activities for the Cumberland City Police Department. This program provides incentives designed to attract and retain qualified law enforcement employees. The program funds will provide incentives to retain, recruit and hire.

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

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

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

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

Sincerely,

A handwritten signature in dark ink, appearing to read 'GR', is positioned above the printed name of the sender.

Gary Richardson  
Director, Grants Administration

cc: Lieutenant Eric Bonner



Governor's Office of Crime Control and Prevention

Regional Monitor:  
Fiscal Specialist:

Archer, Emily  
Maddox, Dana

## Budget Notice

<b>Grant Award Number:</b>	<b>PRAR-2024-0007</b>	
<b>Sub-recipient:</b>	Cumberland Police Department	
<b>Project Title:</b>	Police Recruit and Retention Program	
<b>Implementing Agency:</b>	Cumberland Police Department	
<b>Award Period:</b>	<b>07/01/2023 - 06/30/2024</b>	CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	<b>\$20,000.00</b>
	Cash Match	0.0 %	<b>\$0.00</b>
	In-Kind Match	0.0 %	<b>\$0.00</b>
	Total Project Funds		<b>\$20,000.00</b>

### Other

Description	Funding	Quantity	Unit Cost	Total Budget
Sworn officer referral bonus	Grant Funds	4	\$500.00	\$2,000.00
Sworn officers who successfully graduate the academy	Grant Funds	6	\$1,000.00	\$6,000.00
Sworn officers with a bachelors degree/New Hire bonus	Grant Funds	6	\$1,000.00	\$6,000.00
Veteran new hire bonus	Grant Funds	6	\$1,000.00	\$6,000.00

Other Total: \$20,000.00

Approved:

Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 7/24/2023



**File Attachments for Item:**

. Order 27,300 - authorizing the Chief of Police to accept the FY24 Maryland Center for School Safety (MCSS) School Resource Officer (SRO) grant in the amount of \$49,980, funding adequate police coverage in and around our city's schools, and for overtime support

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

**ORDER NO. 27,300**

**DATE: August 15, 2023**

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

**THAT**, the Chief of Police be and is hereby authorized to accept the FY24 SRO/Adequate Coverage Grant made available through the Maryland Center for School Safety (MCSS), in the amount of Forty-nine Thousand, Nine Hundred Eighty Dollars and No Cents (\$49,980.00) to cover overtime salaries for School Resource Officers (SROs) to provide adequate coverage in and around the assigned schools within the jurisdiction of the Cumberland Police Department, for the period July 1, 2023 – June 30, 2024.

---

**Mayor Raymond M. Morriss**

Grant: FY23 MCSS SRO Program Grant

# Council Agenda Summary

Meeting Date: August 15, 2023

Key Staff Contact: Chief Chuck Ternent

**Item Title:** FY24 MCSS SRO Grant

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

Authorize the Chief of Police to accept the FY24 Maryland Center for School Safety SRO grant in the amount of \$49,980.00. These funds will be used to provide adequate police coverage in and around our city's schools. The grant will pay officers overtime to supplement our school resource activities which include providing additional officers to patrol our schools and interact with the children during school days as well as extra-curricular activities

***Amount of Award:*** \$49,980.00

***Budget number:***

***Grant, bond, etc. reference:*** FY24 MCSS SRO Grant

# MARYLAND CENTER for SCHOOL SAFETY

7/13/2023

## GRANT APPROVAL NOTICE

Maryland Center for School Safety  
C/O: Maryland State Department of Education  
200 W. Baltimore Street  
Baltimore, MD 21201

**Chief John C. Ternent**  
**Cumberland Police Department**  
**57 North Liberty Street**  
**Cumberland, MD 21502**

RE: FY2024 SRO Adequate Coverage Grant

Dear Chief Ternent,

This letter is to notify you that your application for the FY2024 SRO Adequate Coverage Grant has been **fully approved** in the amount of **Forty-Nine Thousand, Nine Hundred Eighty Dollars [\$49,980]**. This funding is to cover overtime salaries for SROs to provide adequate coverage in the assigned schools within the jurisdiction of the Cumberland Police Department. The effective date for the FY2024 SRO Grant is from July 1, 2023 to June 30, 2024.

The Maryland Center for School Safety will submit the approval into the State Department of Education, Notice of Grant Award (NOGA) system. This process may take a few weeks, but once completed, you will receive a letter requiring signatures for an official grant award.

You will be required to submit detailed quarterly progress reports as well as a final project report at the end of the performance period. Please visit the [MCSS website](#) to access the Reimbursement Form and other Post Award grant forms. Please contact the MCSS Grants Unit at [mcss.mcass@maryland.gov](mailto:mcss.mcass@maryland.gov) with any questions.

Sincerely,

MCSS Grants Review Team  
Maryland Center for School Safety  
Email: [mcss.mcass@maryland.gov](mailto:mcss.mcass@maryland.gov)

cc: Eric Bonner



410-281-2335 | [schoolsafety.maryland.gov](http://schoolsafety.maryland.gov) | [school.safety@maryland.gov](mailto:school.safety@maryland.gov)

**File Attachments for Item:**

. Order 27,301 - accepting a FY23 Passages of the Western Potomac Heritage Area (PWPHA) Mini Grant in the amount of \$5,000 for the Cumberland Winter Festival and Market

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

**ORDER NO. 27,301**

**DATE: August 15, 2023**

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

**THAT**, the City Administrator be and is hereby authorized to accept the FY23 Passages of the Western Potomac Heritage Area (PWPHA) Mini Grant, administered by the Canal Place Preservation and Development Authority, in the amount of Five Thousand Dollars and No Cents (\$5,000.00) to support the Cumberland Winter Festival and Market project

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**Mayor Raymond M. Morriss**

*Lawrence J. Hogan, Jr.  
Governor*

*Boyd K. Rutherford  
Lt. Governor*

**Authority Members**

*Janice Keene  
Evergreen Heritage  
Center,  
Chair*

*Jeremy Bender  
ServiceMaster of  
Allegany County*

*Tina Cappetta  
U.S. Department of the  
Interior, NPS*

*Stuart Czapski  
Allegany County  
Chamber of Commerce*

*Al Feldstein  
Maryland  
Historical Trust*

*Bradford Nixon  
Frostburg State  
University*

*Ray Morris  
Mayor, City of  
Cumberland*

*Rebecca Ruppert  
Allegany College  
of Maryland,  
Vice-Chair*

*Robert Smith  
Allegany Aggregates*

*Deidra Ritchie  
Executive Director*



August 2, 2023

Melinda Kelleher  
Executive Director  
Downtown Development Commission  
City of Cumberland  
57 North Liberty Street  
Cumberland, Maryland 21502

Dear Melinda:

Congratulations! You have been awarded a FY23 Passages of the Western Potomac Heritage Area (PWPHA) Mini Grant in the amount of \$5,000. Your project Cumberland Winter Festival and Market, was selected for a mini grant award as it demonstrates great support in the promotion of heritage tourism.

Attached you will find the guidelines and procedures for the PWPHA Mini Grants process. Please remember that these funds cannot be used for capital construction and no monies can be spent prior to the awarding of the grant funding. Your project completion deadline is February 1, 2024. If you believe you need more time in completing your project, please inform this office and we will assist you with the time extension process. Please remember to submit an invoice for 50% of your project request, and a signed disbursement form (attached) to Canal Place, in order to receive your first disbursement. The invoice must include your organizations name, address, and tax identification number. Please see attached guidelines to receive your final reimbursement.

The Canal Place Preservation and Development Authority (CPPDA) thanks you for your continued support of heritage tourism in Allegany County. If you have any questions, please contact me at my office.

Sincerely,

Deidra L Ritchie  
Executive Director  
CPPDA/PWPHA

**File Attachments for Item:**

. Order 27,302 - accepting the proposal from Amazon Web Services for FY24 cloud-based computing services in the not-to-exceed amount of \$36,000



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

**ORDER NO. 27,302**

**DATE: August 15, 2023**

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

**THAT,** the sole source proposal from Amazon Web Services, Inc., P.O. Box 84023, Seattle, WA 98124-8423, to provide server hosting and support services for FY24 be and is hereby accepted in the not-to-exceed amount of Thirty-six Thousand Dollars and No Cents (\$36,000).

---

Raymond M. Morriss, Mayor

Budget: 001.033.48201

# Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

***Item Title:***

Amazon Web Services

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

*IT requests an order for costs not to exceed \$36,000 to Amazon Web Services, for cloud based computing services. We have been using AWS for some of our virtual servers, including the Logos Finance/HR servers, and other services since early 2019. Using AWS we can replicate data in different Amazon Availability Zones to achieve a highly reliable cloud infrastructure, optimize availability, and provide backup and disaster recovery services.*

***Amount of Award: not to exceed \$36,000***

***Budget number: 001.033.48201***

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



EM-8/3/23

Account number:

465060063764

Bill to Address:

Mayor and City Council of Cumberland MD

ATTN: Sarah Gyger

57 N LIBERTY ST

CUMBERLAND, MD, 21502-2312, US

## Amazon Web Services, Inc. Invoice

Email or talk to us about your AWS account or bill, visit [aws.amazon.com/contact-us/](https://aws.amazon.com/contact-us/)  
Submit feedback on your Invoice Experience [here](#).

### Invoice Summary

Invoice Number:	1402353817
Invoice Date:	August 2, 2023
TOTAL AMOUNT DUE ON September 1, 2023	
\$2,921.74	

This invoice is for the billing period July 1 - July 31, 2023

Greetings from Amazon Web Services, we're writing to provide you with an electronic invoice for your use of AWS services. Additional information about your bill, individual service charge details, and your account history are available on the Account Activity Page.

### Summary

AWS Service Charges	\$2,921.74
Charges	\$2,921.74
Credits	\$0.00
Tax	\$0.00
Total for this invoice	\$2,921.74

### Detail

Amazon Simple Storage Service	\$0.00
Charges	\$0.00
Estimated US sales tax to be collected	\$0.00
AWS Data Transfer	\$13.30
Charges	\$13.30
Estimated US sales tax to be collected	\$0.00
AmazonCloudWatch	\$0.00
Charges	\$0.00
Estimated US sales tax to be collected	\$0.00
Amazon Simple Email Service	\$0.00
Charges	\$0.00
Estimated US sales tax to be collected	\$0.00

\* May include estimated US sales tax, VAT, ST, GST and CT.

Amazon Web Services, Inc. is registered under the Singapore GST Overseas Vendor Registration Pay-Only Regime and GST registration number is M90373009E

AWS, Inc. is a "Registered Foreign Supplier" under Japanese Consumption Tax Law and therefore AWS, Inc. is required to declare and pay consumption tax in respect of this transaction (as a "Digital Service") to the Japan Tax Authority.

\*\* This is not a VAT, ST or GST invoice. Related tax invoices can be accessed by going to the Bills page on your Billing Management Console.

\*\*\*\* Please reference the tax invoice for a breakout of the Canadian taxes by type

† Usage and recurring charges for this statement period will be charged on your next billing date. The amount of your actual charges for this statement period may differ from the charges shown on this page. The charges shown on this page do not include any additional usage charges accrued during this statement period after the date you are viewing this page. Also, one-time fees and subscription charges are assessed separately, on the date that they occur.

All charges and prices are in US Dollars

All AWS Services are sold by Amazon Web Services, Inc.

Amazon Web Services, Inc's US Federal Tax Identification Number is: 20-4938068.

#### Electronic funds transfer details:

Bank Name: Wells Fargo NA  
Account Name: Amazon Web Services, Inc.  
Bank Address:  
420 Montgomery Street  
San Francisco CA 94163  
Checking Account Number: 4121350227  
ABA Routing Number: 121000248  
Wire Routing Number: 121000248  
SWIFT Code: WFBUS6SXXX

#### or Mail payment to:

Amazon Web Services, Inc.  
PO BOX 84023  
Seattle, WA 98124-8423, US

<b>AWS Systems Manager</b>	<b>\$0.00</b>
Charges	\$0.00
Estimated US sales tax to be collected	\$0.00
<b>AWS Support (Business)</b>	<b>\$265.61</b>
Charges	\$265.61
Estimated US sales tax to be collected	\$0.00
<b>AWS Directory Service</b>	<b>\$37.18</b>
Charges	\$37.18
Estimated US sales tax to be collected	\$0.00
<b>Amazon Elastic Compute Cloud</b>	<b>\$2,568.45</b>
Charges	\$2,568.45
Estimated US sales tax to be collected	\$0.00
<b>Amazon DynamoDB</b>	<b>\$0.00</b>
Charges	\$0.00
Estimated US sales tax to be collected	\$0.00
<b>AWS Key Management Service</b>	<b>\$0.00</b>
Charges	\$0.00
Estimated US sales tax to be collected	\$0.00
<b>Amazon Virtual Private Cloud</b>	<b>\$37.20</b>
Charges	\$37.20
Estimated US sales tax to be collected	\$0.00

\* May include estimated US sales tax, VAT, ST, GST and CT.

Amazon Web Services, Inc. is registered under the Singapore GST Overseas Vendor Registration Pay-Only Regime and GST registration number is M90373009E

AWS, Inc. is a "Registered Foreign Supplier" under Japanese Consumption Tax Law and therefore AWS, Inc. is required to declare and pay consumption tax in respect of this transaction (as a "Digital Service") to the Japan Tax Authority.

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Checking Account Number: 4121350227

ABA Routing Number: 121000248

Wire Routing Number: 121000248

SWIFT Code: WFBUS6SXXX

**or Mail payment to:**

Amazon Web Services, Inc.

PO BOX 84023

Seattle, WA 98124-8423, US

## Please remit payment to Amazon Web Services:

Preferred method of payment is by Electronic Funds Transfer (EFT). Please ensure to reference the invoice number in the descriptive text field of your electronic funds transfer payment.

If you have any questions regarding payment for this invoice, please email [aws-receivables-support@email.amazon.com](mailto:aws-receivables-support@email.amazon.com)

Electronic funds transfer details:	or Mail payment to:
Bank Name: Wells Fargo NA Account Name: Amazon Web Services, Inc. Bank Address: 420 Montgomery Street San Francisco CA 94163 Checking Account Number: 4121350227 ABA Routing Number: 121000248 Wire Routing Number: 121000248 SWIFT Code: WFBUS6SXXX	Amazon Web Services, Inc. PO BOX 84023 Seattle, WA 98124-8423, US

All web services are sold by Amazon Web Services, Inc.

The above charges include charges incurred by your account as well as by all accounts you are responsible for through Consolidated Billing.

Thank you for using Amazon Web Services.

Sincerely,  
The Amazon Web Services Team

This message was produced and distributed by Amazon Web Services, Inc., 410 Terry Avenue North, Seattle, Washington 98109-5210. AWS will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of the AWS Customer Agreement or AWS Enterprise Agreement between AWS and you (whether or not it would materially alter such AWS Customer Agreement or AWS Enterprise Agreement) and which is submitted in any order, receipt, acceptance, confirmation, correspondence or otherwise, unless AWS specifically agrees to such provision in a written instrument signed by AWS.

**File Attachments for Item:**

. Order 27,303 - authorizing the Sole Source purchase from Axon Enterprise, Inc. in the amount of \$43,935.83 for the purchase of 52 yellow X7 Tasers, per year through 2027, to include the costs of all cartridges, batteries, holsters, evidence storage and downloading device

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

**ORDER NO. 27,303**

**DATE: August 15, 2023**

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

**THAT**, the City Administrator be and is hereby authorized to approve the Sole Source purchase of Fifty-two (52) yellow X7 Tasers, per year through 2027, from Axon Enterprise, Inc., P.O. Box 29661, Phoenix, AZ, 85038-9661, in the amount of Forty-three Thousand, Nine Hundred Thirty-five Dollars and Eighty-three Cents (\$43,935.83) to include the costs of training cartridges, close-quarter cartridges, long-distance cartridges, batteries, holsters, and evidence.com storage and downloading device.

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**Raymond M. Morriss, Mayor**

Budget: 003.310.20100

# Council Agenda Summary

Meeting Date: August 15, 2023

Key Staff Contact: Chief Chuck Ternent

**Item Title:** Sole source purchase of Tasers

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

Authorize the Chief of Police to make a sole source purchase from Axon Enterprise in the amount of \$43,935.83 for the purchase of 52 yellow X7 Tasers per year to include the costs of cartridges, batteries, holsters, evidence storage and downloading device. This price is per year through 2027.

***Amount of Award:***

***Budget number:*** 001.040.53100

***Grant, bond, etc. reference:*** Sole Source/Budgeted Item



# City of Cumberland

## Department of Police

20 Bedford Street, Cumberland, Maryland 21502

Tel: 301-777-1600 Fax: 301-759-6544 [cpd@cumberlandmd.gov](mailto:cpd@cumberlandmd.gov)



**John "Chuck" Ternent**  
*Chief of Police*

July 14<sup>th</sup>, 2023

Mr. Jeffrey F. Silka, City Administrator  
City of Cumberland  
57 N. Liberty St.  
Cumberland, MD. 21502

Dear Silka,

The Cumberland Police Department is requesting authorization to make a sole source purchase in the amount of \$43,935.83 for the purchase of 52 yellow X7 Tasers (CEW) per year to include the costs of training cartridges, close quarter cartridges, long distance cartridges, batteries, holsters, and evidence.com storage and downloading device. This price is per year through 2027. These items will be purchased from Axon Enterprise formerly known as Taser International who is the only manufacturer and authorized distributor of the Taser X26P Conducted Electrical Weapon and accessories for the State of Maryland.

The department currently has in place Policies and Procedures to use Axon / Taser CEW products as an option for our officers to use less than lethal force on subjects if and when a subject resists arrest. Using this type of CEW during these incidents is an excellent tool that has reduced the amount of injuries received to our officers and suspects who resist arrest. We currently have two (2) certified officers that are Taser/Axon CEW certified to instruct and recertify officers yearly through our existing training curriculum that has been approved by the Maryland Police and Correctional Training Commission. In addition, the X26P CEW is compatible with our existing duty gear and continuing to use this same model will prevent us from having to spend additional funds to purchase different holster systems.

It is for these reasons the Cumberland Police Department request permission to use Axon Enterprise as a sole source vendor for X7 CEW products.

Respectfully,

A handwritten signature in blue ink, appearing to read "John C. Ternent", is written over a horizontal line.

John C. Ternent  
Chief of Police

Approved: \_\_\_\_\_  
Jeffrey F. Silka

A handwritten signature in blue ink, appearing to read "Jeffrey F. Silka", is written over a horizontal line.

**File Attachments for Item:**

. Order 27,304 - authorizing the Chief of Police to accept the FY24 State Aid for Police Protection Fund grant in the amount of \$728,575, to be used exclusively to provide adequate police protection in the qualifying municipality of Cumberland, Maryland

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

**ORDER NO. 27,304**

**DATE: August 15, 2023**

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

**THAT** the Chief of Police be and is hereby authorized to accept a FY24 State Aid for Police Protection Fund Grant in the amount of Seven Hundred Twenty-eight Thousand, Five Hundred Seventy-five Dollars and No Cents (\$728,575.00) which will be utilized to provide adequate police protection in the qualifying municipality of Cumberland, Maryland.

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**Raymond M. Morriss, Mayor**

Grant: SAPP-2024-0019

# Council Agenda Summary

Meeting Date: August 8, 2023

Key Staff Contact: Chief Chuck Ternent

**Item Title:** FY24 State Aid for Police Protection

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

Authorize Chief Chuck Ternent to accept the FY24 State Aid for Police Protection Fund grant in the amount of \$728,575.00 to be used exclusively to provide adequate police protection in the qualifying municipality of Cumberland, Maryland.

***Amount of Award:*** \$728,575.00

***Budget number:***

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



## GOVERNOR'S COORDINATING OFFICES

Community Initiatives • Service & Volunteerism • Performance Improvement  
Crime Prevention, Youth, & Victim Services • Small, Minority, & Women Business Affairs  
Banneker-Douglass Museum • Volunteer Maryland • Deaf & Hard of Hearing

August 08, 2023

Lieutenant Eric Bonner  
Administrative Lieutenant  
Cumberland Police Department  
20 Bedford Street  
Cumberland, MD 21502

SAPP-2024-0019

Dear Lieutenant Bonner:

Please be advised that, pursuant to the FY 2024 State budget, the Cumberland Police Department will receive \$728,575.00 from the FY 2024 State Aid for Police Protection Fund. The State Aid for Police Protection Fund is an annual formula grant to be used exclusively to provide adequate police protection in the subdivisions and qualifying municipalities of Maryland.

Your estimated allocation for FY 2024 is derived from the information provided on Forms No. 2 and 3. The actual amount of aid will be recalculated based on the actual FY 2023 expenditures for police protection that you will provide on Form No. 1 and the applicable CAFR Reconciliation Form which will be due on January 25, 2023. Payments will be made on the last day of each quarter.

To participate in the FY 2025 State Aid for Police Protection Fund program, an online grant application submission is required. Additionally, the original signed hard copies of Form No. 2 (Estimated Expenditures for FY 2025) and Form No. 3 (Municipal Sworn Officer Allocation as of June 30, 2023) must be uploaded into the online system under the documents tab of the application. Instructions will be provided as we get closer to the due date. It is important that we receive all forms in a timely manner so that the formula may be calculated correctly.

The State Aid for Police Protection Fund Notice of Funding Availability, the required forms, and instructions for FY 2025 will be tentatively available on our website in October of 2022, and will be available to download through our website at <http://goccp.maryland.gov/grants/programs/sapp/>. You will be notified one month prior to the submission due dates by email. If the applicant or implementing agency authorized official has changed, please do not delay submitting a request to make the necessary changes now by using the instructions provided online at <http://goccp.maryland.gov/grants/changing-authorized-official/>.



## GOVERNOR'S COORDINATING OFFICES

Community Initiatives • Service & Volunteerism • Performance Improvement  
Crime Prevention, Youth, & Victim Services • Small, Minority, & Women Business Affairs  
Banneker-Douglass Museum • Volunteer Maryland • Deaf & Hard of Hearing

I hope our office becomes a more valuable resource for your organization as we strive to deliver our services in a customer-friendly fashion. If you need any assistance, please contact Quentin Jones, SAPP Program Manager, by email at [Quentin.Jones@maryland.gov](mailto:Quentin.Jones@maryland.gov) or phone at (410) 697-9318.

Sincerely,

Gary Richardson  
Director, Grants  
Administration

Cc: Chief Chuck Ternent  
Mr. Mark Gandolfi

**File Attachments for Item:**

. Order 27,305 - authorizing the execution of Change Order No. 1 to "Baltimore Street Access Project" (12-16-M) for additional manhole structures not specified in the original contract in the amount of \$98,775, bringing the new contract amount not to exceed \$14,737,275

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

**ORDER NO. 27,305**

**DATE: August 15, 2023**

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

**THAT,** the City Administrator be and is hereby authorized to execute Change Order No. 1 with Triton Construction, PO BOX 1360, 1944 Winfield Road, Saint Albans, WV 25177, to add additional manhole structures not specified in the original contract for Baltimore Street Access Project (City Project 12-16-M), in the amount of Ninety-eight Thousand, Seven Hundred Seventy-five Dollars and No Cents (\$98,775.00) in order to meet the new requirements of the project, with original items before this modification amounting to Fifty-Two Thousand, Seven Hundred Fifty Dollars and No Cents (\$52,750.00) worth of materials not needing to be used due to this change order. This brings the new contract value to Fourteen Million, Seven Hundred Thirty-seven Thousand, Two Hundred Seventy-five Dollars and No Cents (\$14,737,275.00).

---

**Raymond M. Morriss, Mayor**

<b>Triton Construction</b>	<b><i>Contract Price</i></b>
Change Order No. 1	\$98,775.00
<b>Total Contract Value after CO 1</b>	<b>\$14,737,275.00</b>

Budget: 115.099M.6300T – City Funds



# Council Agenda Summary

Meeting Date: 8/15/2023

Key Staff Contact: Matt Idleman

## ***Item Title:***

Change Order No. 1 to Baltimore Street Access Project, 12-16-M

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

This change order is to add additional manhole structures not specified in the original contract in the amount of \$98,775.00 in order to meet the new requirements of the project. The original items before this modification amounted to \$52,750.00 worth of materials that will not be needed to be used due to this change order. This results in an overall increase of \$98,775.00 with the new contract value now being \$14,737,275.00.

***Amount of Award:*** \$98,775.00

***Budget number:*** 115.099M.6300T

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



July 13th , 2022

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

Attn: Robert Smith  
Director of Engineering and Utilities - City of Cumberland

Re: Baltimore Street Access Project

City Contract/ MDSHA Contract No. 12-16-M AL624B51  
CHANGE ORDER #1

Mr. Smith,

Please find attached the change order proposal for changing manholes and changes to the 6 inch sewer cleanouts.

**4 - 60" Sanitary manhole structures. The proposed cost is \$11,220.00 per structure.**

The price for these structures has increased due to the Sanitary requirements for the structures.

**3- 84" Storm manhole structures. The proposed cost is \$11,285.00 per structure.**

There were zero 84 inch manholes in the original contract. The size increase was necessary for manufacturing with the specified pipe diameters and locations.

**1 – 96" Storm Manhole Structure. The proposed cost is \$14,040.00 per structure.**

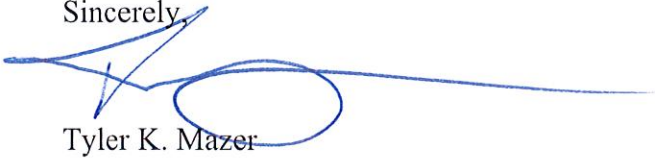
There were zero 96 inch manholes in the original contract. The size increase was necessary for manufacturing with the specified pipe diameters and locations.

**12- 6" sewer cleanouts. The proposed cost is \$500 per cleanout above and beyond the original contract value**

The additional cost is for the changing of materials for the 6 inch sewer cleanouts. All original contract materials have been purchased and will be charged a return fee along with purchasing the new material required.

Your consideration with regard to this matter is greatly appreciated. If you have any questions or comments regarding this matter, feel free to contact me at (304) 676-4235.

Sincerely,



Tyler K. Mazer

Triton Construction, Inc.

**File Attachments for Item:**

. Order 27,306 - authorizing execution of a Certificate of Satisfaction acknowledging that the Second Deed of Trust dated January 11, 2018, granted by Howard M. Bohn and Mary Kathleen Bohn to Michael Scott Cohen, Trustee for the benefit of the Mayor and City Council of Cumberland (Allegany County Land Records Book 2355, page 152), has been fully paid and the lien is hereby released

## CERTIFICATE OF SATISFACTION

Know All Men By These Presents:

That Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Second Deed of Trust granted by Howard M. Bohn and Mary Kathleen Bohn to Michael Scott Cohen, Trustee for the benefit of Mayor and City Council of Cumberland, dated January 11, 2018, and recorded among the Land Records of Allegany County, Maryland in Book 2355, Page 152 has been fully paid and satisfied, that Mayor and City Council of Cumberland was at the time of satisfaction the holder of the promissory note secured by the said Second Deed of Trust, and that the lien effected by the said Second Deed of Trust is released.

WITNESS the hand and seal of the holder of the said promissory note this \_\_\_\_ day of August, 2023.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF  
CUMBERLAND

\_\_\_\_\_  
Allison Layton, City Clerk

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

STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss** who acknowledged himself to be the Mayor of Mayor and City Council of Cumberland, a Maryland municipal corporation, the holder of the promissory note referred to above, and that he, as Mayor, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained and he acknowledged that the facts set forth in said instrument are true.

WITNESS my hand and Notarial Seal the day and year first above written.

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

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

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

**ORDER NO. 27,306**

**DATE: August 15, 2023**

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

**THAT,** the Mayor be and is hereby authorized to execute a Certificate of Satisfaction acknowledging that the indebtedness secured by a Second Deed of Trust granted by Howard M. Bohn and Mary Kathleen Bohn to Michael Scott Cohen, Trustee for the benefit of Mayor and City Council of Cumberland, dated January 11, 2018, and recorded among the Land Records of Allegany County, Maryland in Book 2355, Page 152 has been fully paid and satisfied and the lien effected by the said Second Deed of Trust is hereby released.

---

**Raymond M. Morriss, Mayor**