



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

AGENDA

M&CC Regular Meeting
City Hall, Cumberland

DATE: January 17, 2023

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Presentations

- [1.](#) Presenting PFC Cassidy Lease with the Cumberland Police Department Medal of Valor for her efforts to save the life of a young child on October 27, 2022
- [2.](#) Presenting Sgt. Jeremy Robison and PFC Ashlee Stumbaugh with Cumberland Police Department Life Saving Awards for their assistance in saving the life of a young child on October 27, 2022
- [3.](#) Administering the Oath of Office to Patrol Officers Trey Harper, Nicholas Stumbaugh and Jacob Garrison
- [4.](#) Recognizing Firefighter/EMT-P Trenton R. Rodriguez and Firefighter/EMT-B Samuel L. Arnone on their successful completion of the Firefighter Recruit Training approved by the Maryland Fire and Rescue Institute

Director's Reports

(A) Administrative Services

- [1.](#) Administrative Services Monthly Report for December 2022

(B) Public Works

- [1.](#) Maintenance Division Monthly report for December 2022

(C) Fire

- [1.](#) Fire Department Monthly report for December 2022

(D) Police

- [1.](#) December 2022 Monthly Police Report

(E) Utilities - Flood, Water, Sewer

- [1.](#) Utilities Division WATER/SEWER/FLOOD Monthly report for December 2022

Approval of Minutes

- [1.](#) Approval of the Regular Session Minutes of September 20, 2022

Public Comments – For Agenda Items Only

All public comments are limited to 5 minutes per person

New Business

(A) Ordinances

- [1.](#) Ordinance 3938 - providing for the issuance and sale of an aggregate principal amount not to exceed \$4,250,000 of general obligation bonds of the Mayor and City Council of Cumberland

(B) Orders (Consent Agenda)

- [1.](#) Order 27,160 - declaring certain City-owned properties to be surplus and authorizing them for public sale
- [2.](#) Order 27,161 - declaring computer equipment as surplus property and authorizing it to be scrapped or e-cycled
- [3.](#) Order 27,162 - declaring Cumberland Police Department Unit #2 (2006 Dodge Durango, Vin# 1D4HB38N06F172715) surplus for sale or scrap
- [4.](#) Order 27,163 - awarding Neighborhoods Matter grant funding, supported by the American Rescue Plan Act for Community Development Property Improvement, to three properties in a total not to exceed \$88,303.74
- [5.](#) Order 27,164 - authorizing the execution of an Employment Agreement with Chuck Ternent, Chief of Police for a three-year term
- [6.](#) Order 27,165 - authorizing the Acting Chief of Police to accept a FY22 Edward Byrne Memorial Justice Assistance Grant award in the amount of \$13,131 to be used to purchase additional less lethal weapons and equipment to be utilized by the Cumberland Police Department and the Allegany County Sheriff's Office
- [7.](#) Order 27,166 - authorizing the execution of Change Order #1 for the Sole Source contract from Belt Paving, Inc., to pave Queen City Drive (Winston Street) and Virginia Avenue, City Project No. 2022-18-PVG, in the lump sum price not to exceed Eighty-Four Thousand Nine Hundred Forty-One Dollars and Fourteen Cents (\$84,941.14)
- [8.](#) Order 27,167 - authorizing the extension of Burgmeier's Hauling, Inc.'s current contract by one year to collect and haul outside municipal solid waste and recycling at an amount not to exceed \$1,340,512.68 for the term July 1, 2023 through June 30, 2024

- [9.](#) Order 27,168 - authorizing the extension of the Noble Environmental - Mountainview Landfill contract by one year at a rate not to exceed \$39.68 per ton tipping fee for the term July 1, 2023 through June 30, 2024

Letters / Petitions

- [1.](#) Letter from the City Clerk indicating that the deadline has passed for receiving a petition with regard to the Annexation Resolution No. R2022-07 and that it became effective on January 2, 2023
- [2.](#) Letter from City Clerk advising Mayor and City Council that Charter Amendment Resolutions 149, 150 and 151 have all passed their referendum period and became effective as of November 9, 2022

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Presenting PFC Cassidy Lease with the Cumberland Police Department Medal of Valor for her efforts to save the life of a young child on October 27, 2022

Council Agenda Summary

Meeting Date: January 17, 2023

Key Staff Contact: Captain James Burt, Acting Chief of Police

Item Title: CPD Medal of Valor presentation

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

Present PFC Cassidy Lease with the Cumberland Police Department Medal of Valor for her efforts to save the life of a young child on October 27, 2022.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

2. Presenting Sgt. Jeremy Robison and PFC Ashlee Stumbaugh with Cumberland Police Department Life Saving Awards for their assistance in saving the life of a young child on October 27, 2022

Council Agenda Summary

Meeting Date: January 17, 2023

Key Staff Contact: Captain James Burt, Acting Chief of Police

Item Title: CPD Life Saving Award

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

Present Sgt. Jeremy Robison and PFC Ashlee Stumbaugh with Cumberland Police Department Life Saving Awards for their assistance in saving the life of a young child on October 27, 2022.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

3. Administering the Oath of Office to Patrol Officers Trey Harper, Nicholas Stumbaugh and Jacob Garrison

Council Agenda Summary

Meeting Date: January 17, 2023

Key Staff Contact: Captain James Burt, Acting Chief of Police

Item Title: Oath of Office

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

Mayor Raymond Morriss to administer the Oath of Office to Patrol Officers Trey Harper, Nicholas Stumbaugh and Jacob Garrison.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

4. Recognizing Firefighter/EMT-P Trenton R. Rodriguez and Firefighter/EMT-B Samuel L. Arnone on their successful completion of the Firefighter Recruit Training approved by the Maryland Fire and Rescue Institute

Council Agenda Summary

Meeting Date: January 17, 2023

Key Staff Contact: Fire Chief W. Shannon Adams

Item Title:

Recognition of Firefighter/EMT-P Trenton R. Rodriguez and Firefighter/EMT-B Samuel L. Arnone on their successful completion of the 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:

. Administrative Services Monthly Report for December 2022

Administrative Services Monthly Report for December 2022

January 17, 2022

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 December 2022.

Information Technology Department

December 2022

Johnna Byers, Director

Statistics

102 new help desk requests
89 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Continue making changes to update our network environment and improve security
- Continue working on police mobile data terminal updates
- Apply year-end patches to LOGOS HR/Finance software
- Continue WebEx cloud phone migration/upgrade project
- Continue investigating replacement property tax software
- Continue project to replace aged cameras in City Hall and Public Safety
- Accommodate many new hires with PC setup, network and Gmail accounts, etc.

Parks and Recreation

December 2022

Ryan Mackey, Director

- Started Employment – 12/5/22
- Meetings attended:
 - Monthly Parks and Rec Advisory Board Meeting on 12/5/22
 - Introduced to Parks Board

- Discussed issues with fields
- Quarterly Local Agriculture Board Meeting on 12/15/22
 - Meeting purpose for me was to be introduced to the AG committee and see what their purpose was
- Events:
 - Kids Meeting Santa 19th, 20th, 21st (Cancelled due to weather), 22nd (Cancelled due to weather). There were approximately 50 kids per day. They met with Santa, received a bag of candy and could draw a picture, went to Coney Island for Hotdogs, and went to see the tree downtown.
 - Leftover candy from afterschool program was donated to the bookstore for their upcoming Santa event
 - New Year's Eve Fireworks - No issues, Parks and Rec were not involved other than the purchasing of the fireworks
 - No fields were used this month.
 - Field/Park Assessment
 - Field and Park assessment was conducted in order to see the state of the facilities that will be used this upcoming season. Word Document created stating issues, possible corrections, and what is still good with these areas
- Upcoming:
 - Planning Started for July 4th Fireworks
 - Contract requested from Starfire
 - Contract Signed reviewed by Administrator
 - Contract returned to Starfire along with a request for updated insurance form
 - Planning Started for Concert in the Park Series
 - Calendar Started for Field Usage
 - Upcoming Parks and Rec Board Meeting 1/9/23

Community Development Report

December 2022

Kevin Thacker, Code Compliance Manager

CODE COMPLIANCE

Noted Activity:

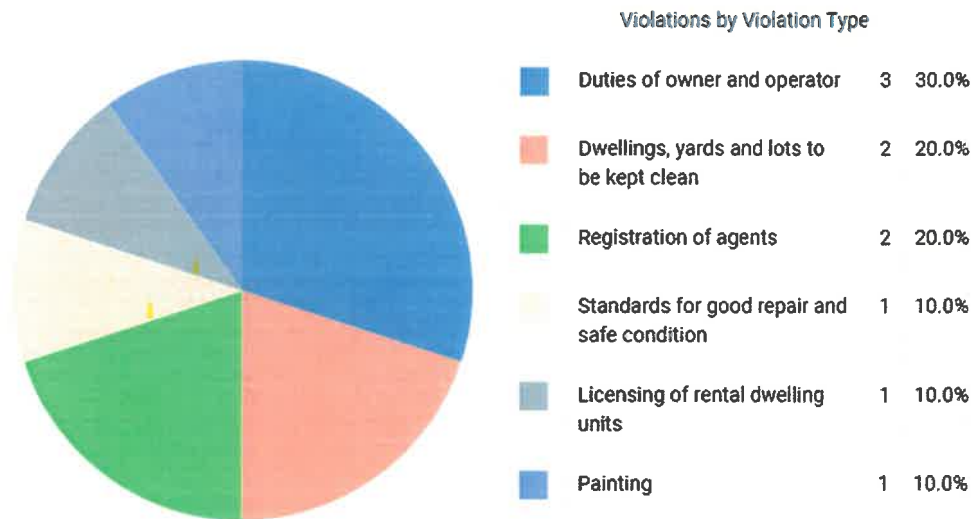
- Two new hires – Douglas Warren, Code Compliance Officer, and; Denise Adams, Community Services Representative.
- Permit approval for \$25,000 improvements to 55 Centre St.
- Permit approval for \$27,000 home remodel improvements to 610 Washington St.
- *Any mention of Home Renovation Grant awards?*

Code Enforcement Activity:

26 new cases received – 13 of those are still open

10 violations were found

13 cases have been resolved



Permits/Reviews & Rental Licenses:

38 Total Permits/Reviews were issued.

49 Rental Inspections were completed

Building

Residential2
Commercial1

Miscellaneous

Residential 1
Commercial 2

Occupancy

Residential 2
Commercial 2

Signage

Commercial1

Electrical

Residential9
Commercial1

Plumbing

Residential 4
Commercial 0

Utility

Residential 0
Commercial 0

Demolition

Residential3
Commercial0

Public ROW

Res./Comm.5

Rental Licences

Issued 37

Rental Inspections

Pass 35
Fail 3

Plans, Reviews, Amendments and Appeals

(ZA, RPR, SR, ZMA, ZTA, SRA)

Zoning Map Amendment 1

Certificates of Appropriateness

Issued 4

Request for Change/Amendment

Issued 0

Revenue from 'Issued' Permits/Reviews:

Building Permits \$346.00
Miscellaneous Permits 30.00
Occupancy Permits 90.00
Sign Permits 17.00
Utility Permits 0.00
Plan reviews, Amendments & Appeals 500.00
Zoning Classification (information request) 0.00
Municipal Infractions (citations) 0.00
Certificates of Appropriateness 120.00
Rental Licences (new & renewals) 5,650.00
Paid Rental Inspection Requests00

TOTAL\$6,753.00

Demolition Bonds Collected\$0.00

Community Development Programs

December 2022

Lee Borrer, Senior Community Development Specialist

Community Development Block Grant (CDBG) Monthly Activity	December 2022 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
Baltimore Street Redesign	2020	\$402,700.00	\$0.00	\$402,700.00
Const Pk Inclu Playground Ph 2 guard station		\$36,550.00	\$0.00	\$36,550.00
AYEPS Youth Center Facility Rehab	2020	\$4,753.75	\$0.00	\$4,753.75
2020 Grant Totals		\$444,003.75	\$0.00	\$444,003.75
Balt Street Redesign/Queen City/South Str	2021	\$232,721.00	\$0.00	\$0.00
Queen City project break away	2021	\$59,692.50	\$59,692.50	\$0.00
South Street project break away	2021	\$173,028.50		\$173,028.50
HRDC Rental Rehabilitation	2021	\$19,300.00	\$0.00	\$19,300.00
Admin	2021	\$126,426.00	\$89,789.16	\$36,636.84
Ind Cost	2021	\$15,120.00	\$9,477.00	\$5,643.00
Fair Housing	2021	\$8,454.00	\$8,037.87	\$416.13
YMCA Gilchrist HVA Replacement Ph 2	2021	\$48,520.00	\$48,519.00	\$1.00
Targeted Foot & Bike Patrol	2021	\$3,961.00	\$3,959.57	\$1.43
Const Pk/Splashpad	2021	\$87,750.00	\$0.00	\$87,750.00
2021 PI credits				\$6,473.70
2021 Grant Totals		\$774,973.00	\$219,475.10	\$329,250.60
2022 PI credits	2022 hud yr			\$2,068.98
Balt Street Redesign/ South Street	2022	\$188,384.50		\$188,384.50
South Street project break away	2022	\$48,007.50		\$48,007.50
AYEP Youth Center Rehab	2022	\$10,000.00		\$10,000.00
Admin	2022	\$101,000.00	\$8,001.29	\$92,998.71
Ind Cost	2022	\$16,000.00	\$2,719.75	\$13,280.25
FH	2022	\$13,000.00	\$847.09	\$12,152.91
YMCA Gilchrist Gymnasium Roof	2022	\$36,000.00		\$36,000.00
AHEC Dental	2022	\$5,000.00		\$5,000.00
Long Term	2022	\$6,000.00		\$6,000.00
Short Term	2022	\$6,000.00		\$6,000.00
JFV Sidewalk Installation	2022	\$40,000.00		\$40,000.00
FCRC IPV	2022	\$10,500.00		\$10,500.00
Targ Foot /Bike Patrols	2022	\$4,960.00		\$4,960.00
Jane's Place Inc.	2022	\$5,000.00		\$5,000.00
YMCA Food Program	2022	\$5,000.00		\$5,000.00
Const Pk Improvements/former Splashpad	2022	\$278,000.00		\$278,000.00

Gilchrist Security for Transi Housing	2022	\$30,820.00		\$30,820.00
2022 Grant Totals	2022	\$803,672.00	\$11,568.13	\$792,103.87
July 2022 program income		\$4.61	2021 IDIS	
Aug 2022 program income		\$4.61	2021 IDIS	
September 2022 program income		\$2,059.76	2021 IDIS	
October 2022 program income		\$23.94	begin 2022 PI	
November 2022 program income		\$11.86	2022 IDIS	
Total			Total All Yrs	\$1,573,900.90
Total PI to 2022 EN begins Oct 2022 draw		\$35.80		
December 2022 Report 12/27/22				
Balances:	Year	IDIS grant rpt		
\$444,003.75	2020	\$443,926.95	due to \$76.80 from 2021 PI	
\$331,319.58	2021	\$331,396.38	due to \$76.80 from 2021 PI	
			\$23.94 PI just added in	
\$792,139.67	2022	\$798,404.36	October draw	
	OLD 20			
\$775,323.33	21			
\$1,567,463.00	Total All			

CDBG-CV December 2022 Monthly Report

CARES ACT CDBG Monthly Report	Amount Funded	Expended	Funds Remain	IDIS #	Not funded
CV Associated Charities Emergency Homeless Prevention	\$21,768.22	\$7,614.48	\$14,153.74	1763	
CV Broadband & Technology Accessibility EXPANDED	\$172,456.00	\$84,348.30	\$88,107.70	1758	<i>increase</i>
CV YMCA Gymnasium Roof (Gilchrist) NEW	\$40,600.00	\$0.00	\$40,600.00	1787	
CV Family Crisis Resource Center COVID hotline/Hepa new	\$84,544.00	\$8,136.21	\$76,407.79	1788	
CV3 AYEP Youth Center Rehabilitation SEE FUNDS ADDED	\$190,050.73	\$65,782.55	\$124,268.18	1764	<i>increase</i>
TOTAL CDBG CV	\$509,418.95	\$165,881.54	\$343,537.41		\$ -
B20MW24001 Award (1st rd)	\$476,251.00				
B20MW24001 Award (3rd rd)	\$119,910.00				

Updated 12/14/2022

Post September 22 draw

Post Oct 2022 draw
Post Nov 2022 draw

ARPA December 2022 Monthly Report

ARPA Project	Original Grant	Expended	Balance	Beneficiaries
Property Improvement Project	\$182,480.00	\$0.00	\$182,480.00	3 underway
ARPA Janes Place	\$102,623.00	\$20,690.17	\$81,932.83	Reported Quarterly
ARPA YMCA Buses	\$216,000.00	\$0.00	\$216,000.00	2 bus contract signed Dec 2022
	\$501,103.00	\$20,690.17	\$480,412.83	

Historic Planning/Preservation

December 2022

Ruth Davis-Rogers, Historic Planner/Preservation Coordinator

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

Historic Preservation Commission Meeting (HPC)

- Prepared and administered the Historic Preservation Meeting on December 21st
- Reviewed and administered Certificate of Appropriateness permits

Meetings & Events

- Made presentation at Allegany Center of Lifelong Learning titled: Historic Preservation as a Foundation for Economic Development
- Reviewed proposals for Cumberland Historic Preservation Plan
- Met with Cumberland Historic Preservation Plan Review Committee
- Attended Leadership Allegany class
- Attended meeting on Roof Replacement Program projects
- Served on CIP Grant Review Committee
- Attended ALLCON board meeting
- Attended Carver Center Meeting. Sent out information to receive insurance quotes for the Carver Center.
- Prepared for upcoming Tax Incentive Workshop (to take place in February 2023)

Grants, Tax Credits and Section 106 reviews

Administered/managed funding/grants for:

- Residential Accessibility Improvement \$50,000.
- Roof Replacement Program \$50,000.
- Conducted Section 106 Reviews (as needed) for CDBG funding.
- Answered questions (as needed) regarding tax incentives from both current and potential building owners.

Personal Training

Continue to train and learn the following systems:

- Logos
- Citizenserve
- Municode
- Intelligrants (State of MD)
- Civicplus
-

Comptroller's Office
Financial Activity Report
December 2022
Mark Gandolfi, City Comptroller

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of December 2022.

On December 1, 2022, the City had a cash balance of \$16.9 million (\$14.4 million invested in a value money market program and \$2.5 million participating in a sweep program at First United Bank). Disbursements exceeded receipts by \$1.2 million resulting in a cash balance of \$15.7 million at December 31, 2022 (\$12.9 million invested in a value money market program and \$2.8 million participating in a sweep program at First United Bank).

As of December 31, 2022, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund)						\$ 3,101,686
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2023	\$ 2,784,701	\$ 97,909	\$ (13,941)	\$ 878,199	\$ -	\$ 1,990,470
FY 2022	650,104	4,412	(732)	25,040	\$ -	628,744
FY 2021	251,552	-	-	-	-	234,104
FY 2020	94,242	-	-	-	-	90,652
FY 2019	38,006	-	-	-	-	37,879
FY 2018	36,671	-	-	136	-	36,535
FY 2017	16,422	-	-	86	-	16,336
FY 2016	16,988	-	-	86	-	16,902
FY 2015	17,459	-	-	86	-	17,373
FY 2014	12,746	-	-	85	-	12,661
FY 2013	9,152	-	-	86	-	9,066
FY 2012	5,385	-	-	86	-	5,299
FY 2011	2,963	-	-	73	-	2,890
Prior FY's	2,775	-	-	-	-	2,775
	\$ 3,939,166	\$ 102,321	\$ (14,673)	\$ 903,963	\$ -	\$ 3,101,686

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

Real property (non-owner occupied)	\$998,580
Non-Corp Personal Property	7,006
Corporate Personal Property	461,452
Real Property (semiannual payments)	523,432
Real Property (Half Year)	0
	<u>\$1,990,470</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.

Cash and Investment Summary		
December 31, 2022		
	Cash	Investments
Beginning Balance	\$ 16,908,417	\$ 30,301,781
Add:		
Cash Receipts	13,673,616	88,729
Investment Transfer	-	-
Less:		
Disbursements	14,903,240	-
Investment Transfer	-	-
Ending Balance	\$ 15,678,793	\$ 30,390,510
Restricted	\$ 4,330,588	\$ 9,899,536

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

Restricted Cash				
	12/1/2022	Increase	Utilization	12/31/2022
Police Seizures	\$ 112,421	\$ 28	\$ -	\$ 112,449
Est of Dorothy Jackson	89	-	-	89
Bowers Trust	70,636	-	-	70,636
GOB 21	1,912,310	5,803	55,159	1,862,954
ARPA	4,763,388	14,455	3,749,859	1,027,984
Capital Projects	-	1,200,000	-	1,200,000
Demolition & Fiscal Agent Bonds	56,476	-	-	56,476
	\$ 6,915,320	\$ 1,220,286	\$ 3,805,018	\$ 4,330,588
Restricted Investments				
	12/1/2022	Increase	Utilization	12/31/2022
DDC	\$ 4,953	\$ 15	\$ -	\$ 4,968
GOB 21	3,520	10	-	3,530
ARPA	9,862,160	28,878	-	9,891,038
	\$ 9,870,633	\$ 28,903	\$ -	\$ 9,899,536

Increases to GOB21, ARPA and DDC are interest earnings on funds awaiting planned use.

Increase to Capital Projects is CSX funding received for the Fayette St. bridge replacement.

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

GOB 21 is the FY21 general obligation bond issuance restricted for scheduled capital projects and equipment.

Estate of Dorothy Jackson is a donation for the Fire Department.

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 associated with the Decatur Street waterline and the Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds

	12/1/2022	Increase	Utilization	12/31/2022
CDA 2019	\$ 883,547	\$ -	\$ 17,230	\$ 866,316
CDA 2021	5,733,665	-	93,799	5,639,866
GOB 21	1,912,309	-	49,355	1,862,954
	\$ 8,529,520	\$ -	\$ 160,385	\$ 8,369,136

Decatur Street Project

	12/1/2022	Increase	Utilization	12/31/2022
MWQFA Series 2022A	\$ 726,065	\$ -	\$ -	\$ 726,065
MWQFA Series 2022B	273,459	-	-	273,459
Decatur Street Grants	352,277	-	-	352,277
	\$ 1,351,801	\$ -	\$ -	\$ 1,351,801

CSO Projects

	12/1/2022	Increase	Utilization	12/31/2022
Evitts Creek Debt	\$ 156,740	\$ -	\$ -	\$ 156,740
Evitts Creek Grant	5,418,560	-	-	5,418,560
78" Pipeline Debt	6,075,000	-	-	6,075,000
78" Pipeline Grant	46,338,080	-	-	46,338,080
	\$ 57,988,380	\$ -	\$ -	\$ 57,988,380

CDA 2019 utilization of \$17,230 is for a street resurfacing project in collaboration with Allegany County. CDA 2021 utilization of \$94K includes \$30K for a Street Department Ford Escape, \$30K for a Sewer Department Ford Escape, \$17K for hydrant and valve replacements, and 17K toward the Sewer Department influent screen design. GOB 21 utilization of \$49K includes \$8K toward the influent screen design, \$36K for cross connection program, \$11K for hydrant and valve replacements; reduced by \$6K interest earned.

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 is complete and administrative closeout is expected to be complete in March 2023.

The following three projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with the majority of the necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is partially funded with \$5.4 million in grants and \$0.2 million in loan. Phase 3 is on hold pending site access being granted by CSX. Evitts Creek Phase 4 is in the planning phase and funding is being sought from Maryland Department of the Environment (MDE) to begin the engineering phase in FY 23. Phase 4 project cost is estimated at \$4 million. The 78" pipeline project is budgeted to begin construction during FY24 pending Army Corp of Engineers approval and private property easement or acquisition. The total estimated project cost is \$67 million and is partially funded with \$46.3 million in grants and \$6.1 million in loan with \$1.5 million of the loan amount being forgivable.

COVID-19:

Available Funding (as of December 31, 2022)

The City received \$19,595,850 from the American Rescue Plan Act (ARPA). The U.S. Treasury issued guidance providing 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

Funds available for use:

Purpose	Awarded	Allocation			
		Budgeted	Allocated Interest Earned	Utilized	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850				
Respond to the health emergency					
Community Programs					
DDC Assistance to Small Businesses		\$ 183,500		\$ 38,847	\$ 144,653
Promoting the Community		\$ 33,563		\$ 30,462	\$ 3,101
Amphitheatre and Pavilion 1&2		\$ 174,350	\$ 10,650	\$ 5,688	\$ 179,312
Pool Area		\$ 71,250	\$ 81,245	\$ -	\$ 152,495
Janes Place for Abused Children		\$ 102,623		\$ 23,274	\$ 79,349
Union Rescue Mission		\$ 749,000		\$ 749,000	\$ -
Community Development Property Improvement		\$ 264,960		\$ 17,063	\$ 247,897
Affordable Housing Assistance		\$ 350,000		\$ -	\$ 350,000
YMCA Bus Replacement		\$ 216,000		\$ -	\$ 216,000
PPE					
General		\$ 48,769		\$ 29,269	\$ 19,500
Facilities and Equipment		\$ 17,231		\$ 17,231	\$ -
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		\$ 2,073,452		\$ 11,083	\$ 2,062,368
Industrial Blvd Water Main		\$ 2,000,000		\$ -	\$ 2,000,000
Replace 4" Water Lines with 6" (City-Wide)		\$ 1,000,000		\$ 13,305	\$ 986,695
Unallocated		\$ 1,000			\$ 1,000
Unallocated Interest Earned					\$ 80,358
Total:	\$19,595,850	\$19,595,850	\$ 91,895	\$8,849,081	\$10,919,022

Respectfully submitted,

Jeffrey Silka
City Administrator

sln

File Attachments for Item:

. Maintenance Division Monthly report for December 2022

MAINTENANCE DIVISION REPORT

December 2022

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

Central Services Report

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

- **POTHOLES AND COMPLAINTS**
 - Patched potholes on 17 Streets and 2 alleys using 13 tons of hot mix asphalt.
- **UTILITY HOLES**
 - Completed trench repair for water main replacement on Avondale placing 6 ton of hot mix asphalt.
- **TREE & BRUSH WORK**
 - Removed and/or pruned 21 trees.
 - Major fallen tree removal at Constitution Park and Mason Rec Boat Ramp Area.
 - Resolved and/or addressed 21 complaints/tree issues
 - 2022 Fall Tree Contract has been started by Kiddy Contracting.
 - Performed chain saw safety training and pesticide training with new hires.
- **MISCELLANEOUS**
 - Completed 26 Work Orders.
 - Continued Leaf Pick-up collecting 33 loads of leaves.
 - Performed Snow Removal 4 days this month.
 - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St Bridge 4 times.
 - Conducted monthly safety meeting.
 - Set out & picked up traffic control for New Year's Eve Ball Drop.

STREET MAINTENANCE - DECEMBER 2022		12/1-12/2	12/5-12/9	12/12-12/16	12/19-12/23	12/27-12/30	TOTAL
SERVICE REQUEST COMPLETED		10	14	2			26
PAVING PERFORMED	Tons						0
CONCRETE WORK	Cy						0
UTILITY HOLES REPAIRED	Water	1					1
	Sewer						0
	Cy						0
	Tons	6.0					6
POTHOLE FILLING	Streets	3	12		2		17
	Alleys		2				2
	Days	1					1
	Cold Mix				1		1
	Tons	3.0	9.5				13
PERMANENT PATCH	Cy						0
	Tons						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED		5	4				9
STREET NAME SIGNS REPAIRED/INSTALLED		1			1		2
HANDICAPPED SIGNS	Repaired						0
	Installed		1		1		2
	Removed		3		1		4
CURB PAINTING PERFORMED	Blue				1		1
	Yellow						0
	Red						0
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	Loads	8	21	12	8		49
	Miles	28	192	133	89		442
SWEPPER DUMPS HAULED TO LANDFILL	Tons		1.8		7.53		9
STREET MILLING	Days						0
CLEANED BALTIMORE ST. UNDERPASS	Days	1		1	1	1	4
TRAFFIC CONTROL	Events					1	1
SNOW REMOVAL	Days		1	2	1		4
CLEAN TRUCKS	Days			1		4	5
SHOVEL & SALT SIDEWALKS	Days			1	1	2	4
BRUSH REMOVAL/TREE WORK	Areas						0
CHECK DRAINS/CLEAR DEBRIS	Days						0
LEAF PICK-UP	Loads	6	7	8	12		33
CLEAN UP WASH & DEBRIS	Days						0

Shaun Stallings pass flagger online class
 Jacob Batchelor passed online Traffic Control Manager
 Alan Robey is working on his CDL training in Grantsville Md
 1 Dead Animal picked up 12/10/22
 1 Snow and ice event 12/9/22 2 workers 11-7
 1 Snow and ice event 12/13/22 11/7-7/3-11 Shift
 Alan Robey passed CDL test
 1 Dead Deer picked up 12/10/22
 Moved Diving boards inside
 1 Dead Animal picked up 12/20/22
 Zach Plummer Chain Saw Training 12/21/22
 Snow Storm 12/22/22-12/23/22
 Set up for New Year's Ball Drop

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

- Constitution Park, Mason's Complex and Area Parklets
 - Cleaned up garbage 3 times a week
- Washington Headquarters
 - Cleaned up garbage 3 times a week
- Miscellaneous Work
 - Stored un-used trash cans for the winter.
 - Drilled holes in the trash cans to prevent holding water.
 - Continued leaf pick-up in the Park.
 - Cleaned up storage area in the Park and hauled garbage to landfill.
 - Moved picnic tables and diving board for Belt at the Pool.
 - Set up tables and chairs for City Hall Christmas Luncheon.
 - Turned water off at Guard Shack.
 - Pulled pump from Duck Pond.

**FLEET MAINTENANCE
MONTHLY REPORT
DECEMBER 2022**

DEPARTMENT	REPAIRS
Central Services	2
Community Development	2
DDC	0
Engineering	0
Fire	10
Flood	1
MPA	0
P & R Maintenance	2
Police	23
Public Works	1
Sewer	12
Snow Removal	10
Street Maintenance	42
Water Distribution	22
WFP	2
WWTP	1
In House Fleet Maintenance Projects	26
Scheduled Preventative Maintenance	23
Field Service Calls	10
Total Fleet Maintenance Projects	189
Total Repair Orders Submitted	26
Fleet Maintenance Risk Management Claims	0

CENTRAL SERVICES MONTHLY REPORT DECEMBER 2022

- **City Hall:** Disinfecting the AHU's 3 times a week because of COVID. Painting the City Clerk's office area from the Mayor's office to the Administrators office. Replacing carpet on the second floor east side of the building. Helped with all the Christmas decoration. Replaced LED's that were bad throughout the building. Refried the boiler after it shut down and locked out Christmas Eve, air in the gas line.
- **Municipal Service Center:** Disinfecting the RTU's 3 times a week because of COVID. Cleaned the gutters. Replaced all the air filter in the AHU's. Repaired one of the garage door in the mechanic's shop. Cleaned and repaired one of the overhead heaters, one was not cycling all the time and the other was making a lot of noise. Repaired LED's in some of the front offices.
- **Public Safety Building:** Disinfecting the AHU's 3 times a week because of COVID. Replaced all the air filters in the AHU's. Replaced a main bearing in the blower fan on the #2 AHU in the boiler room on the third floor. Started to remodel the police store room on the second floor into a new office for the police. Moved the pushbutton 911 call box from beside the elevator to beside the police lobby window.
- **Fire Stations #2:** Cleaned the boiler and oiled all the pumps and motors. Replaced and clean the spilt units in the lounge and sleeping areas. Garage door maintenance (greased the track and checked the drive chain) Started and tested the boiler system.
- **Fire Station #3:** Check the building twice a month to make sure the boiler is running and no water leaks. Replace the boiler main pump bearing assembly, was locked up and not keeping the building warm, refilled the boiler and bleed the air from the system.
- **Canadian Hose House:** Check the Building twice a month to make sure that the boiler is working properly and that there are no water leaks. Repaired boiler not running and low on water, bleed air from the system. Replaced battery's in thermostat. Repair a broken water line in the ceiling of the first floor for the second floor bathroom.
- **Downtown Area & Mall:** Repaired the lights on the lower Mall area because of the wire shorting out in the hand hole at the corner of Liberty and Baltimore St. Helped cut up Christmas Tree and clean up after the high winds blew it over.
- **Traffic and Street Lights:** Monthly routine preventive maintenance on the 21 traffic control cabinets. Reset traffic lights at the Dingle, Baltimore and Mechanic St and Henderson and Mechanic St intersections that were in flash. Repaired a cross walk head at Baltimore and Mechanic St intersection that was not working properly. Reported 15 street light to the power company to repair.

- **Parks areas:** Replaced outlets on at George Washington Head Quarters for LBC Christmas Decorations. Helped get power for LBC to decorate at Veterans Park. Helped with a tree removal and clean up at the Park.
- Load tested generators. December 29, 2022
- Monthly Safety Meeting – December 7, 2022
- PM's on all the pumps and motors at PSB, City Hall and MSC
- Snow removal and clean up on the 15th and the 22nd at City Hall, PSB, MSC, Baltimore St. Bridge and McMillan Bridge.

File Attachments for Item:

. Fire Department Monthly report for December 2022

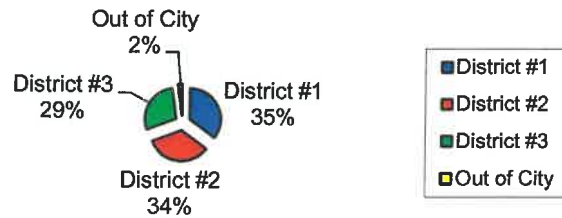
REPORT OF THE FIRE CHIEF FOR THE MONTH OF DECEMBER, 2022
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 137 Fire Alarms:

Responses by District:

District #1	48
District #2	47
District #3	39
Out of City	3
	<hr/> 137

Fire Calls by District



Number of Alarms:

First Alarms Answered	135
Working Alarms Answered	2
	<hr/> 137

Calls Listed Below:

Property Use:	
Public Assembly	3
Institutional	8
Educational	0
Residential	86
Stores and Offices	7
Industrial, Utility	1
Manufacturing	1
Storage	1
Special Properties	30
	<hr/> 137

Type of Situation:

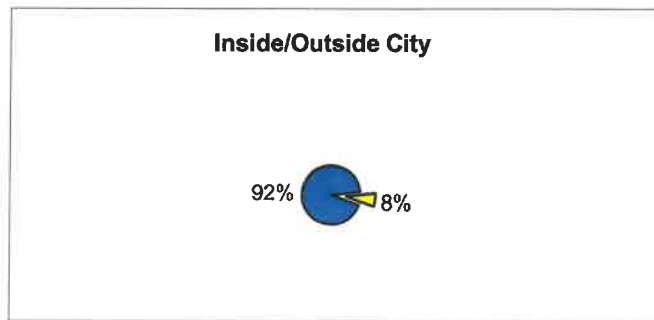
Fire or Explosion	10
Overpressure, Rupture	1
Rescue Calls	55
Hazardous Conditions	9
Service Calls	30
Good Intent Calls	15
False Calls	17
	<hr/> 137

Total Fire Service Fees for Fire Calls Billed by MCA in December:	\$0.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	\$3,490.00
Fire Service Fees for Fire Calls Paid in December:	\$310.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$1,160.00
Total Fire Service Fees Paid in FY2023:	\$1,300.00

Fire Service Fees for Inspections and Permits Billed in December:	\$150.00
Fire Service Fees for Inspections and Permits Paid in December:	\$0.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,000.00

Cumberland Fire Department Responded to 545 Emergency Medical Calls:

In City Calls	504
Out of City Calls	41
Total	<u>545</u>



Total Ambulance Fees Billed by Medical Claim-Aid for December:	\$129,335.00
Ambulance Fees Billed Fiscal Year to Date:	\$875,150.64
Ambulance Fees Paid: Revenue Received in December:	\$146,661.87
FY2023 Ambulance Fees Paid in FY2023:	\$505,755.40
Total Ambulance Fees Paid in FY2023: (All ambulance, current and previous fiscal years, paid in FY2023.)	\$684,708.28

Cumberland Fire Department Provided 14 Paramedic Assist Calls:

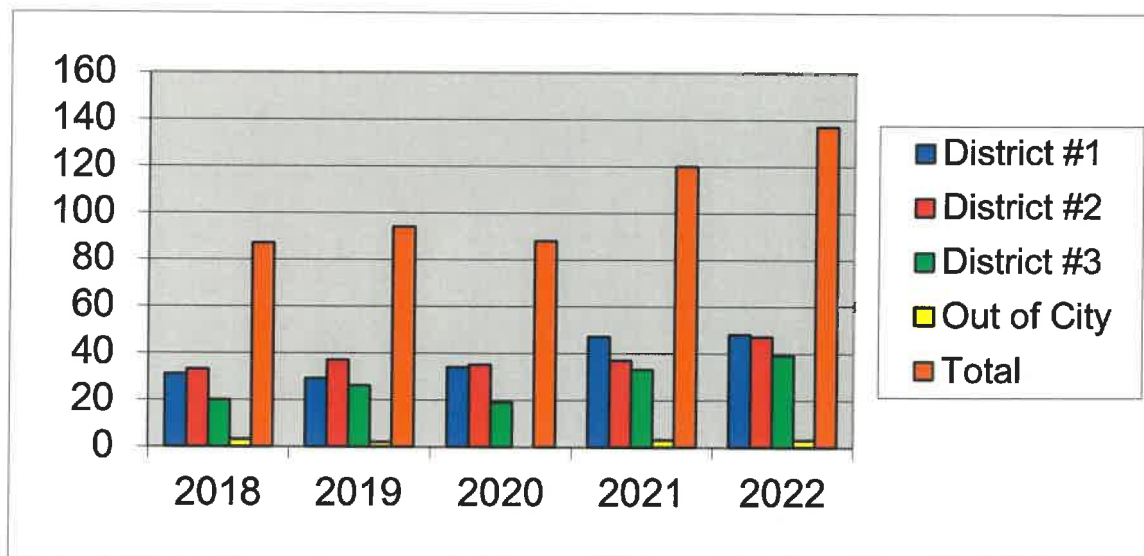
3 Paramedic Assist Call within Allegany County	
11 Paramedic Assist Calls outside of Allegany County	
<u>14</u>	
Corriganville VFD	2
Cresaptown VFD	1
	<u>3</u>
Fort Ashby, WV VFD	5
Ridgeley, WV VFD	4
Wiley Ford, WV VFD	2
	<u>11</u>

Cumberland Fire Department Provided 27 Mutual Aid Calls:

21 Mutual Aid Calls within Allegany County	
6 Mutual Aid Calls outside of Allegany County	
<u>27</u>	
Bowman's Addition VFD	10
Cresaptown VFD	6
District #16 VFD	1
Flintstone VFD	4
	<u>21</u>
Fort Ashby, WV VFD	1
Ridgeley, WV VFD	5
	<u>6</u>

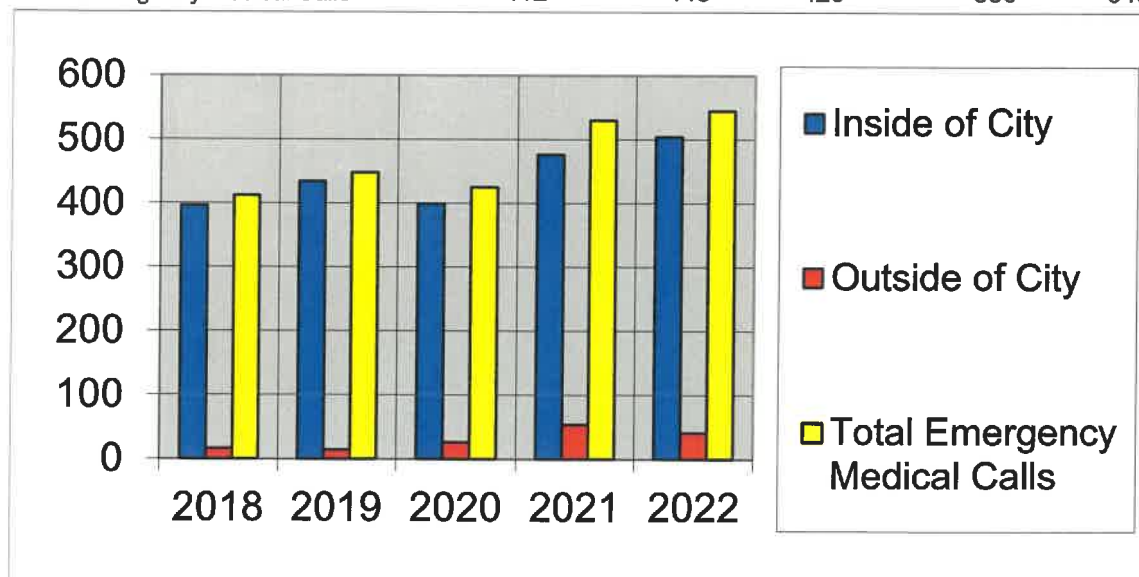
Fire Calls in the Month of December for a Five-Year Period

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
District #1	31	29	34	47	48
District #2	33	37	35	37	47
District #3	20	26	19	33	39
Out of City	<u>3</u>	<u>2</u>	<u>0</u>	<u>3</u>	<u>3</u>
Total	87	94	88	120	137



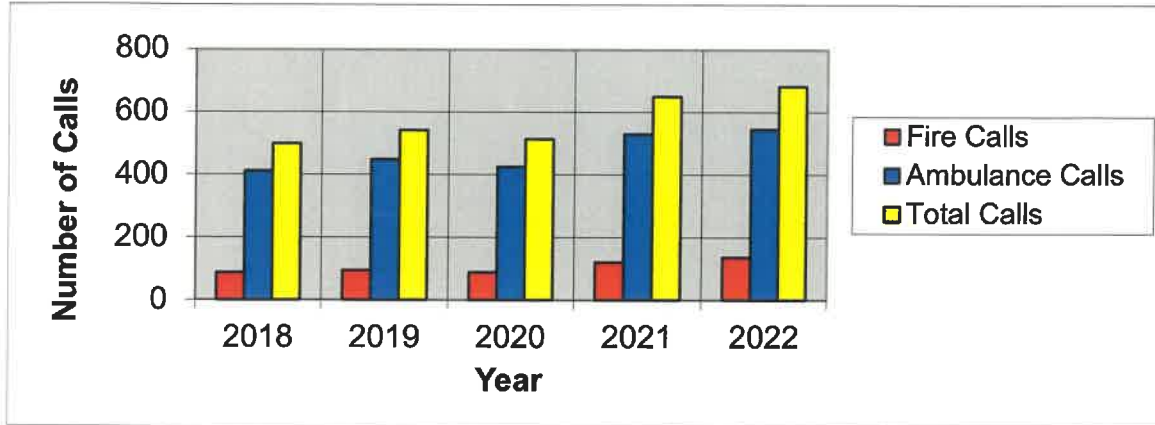
Ambulance Calls in the Month of December for a Five-Year Period

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Inside of City	396	434	399	476	504
Outside of City	<u>16</u>	<u>14</u>	<u>26</u>	<u>54</u>	<u>41</u>
Total Emergency Medical Calls	412	448	425	530	545



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

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Fire Calls	87	94	88	120	137
Ambulance Calls	<u>412</u>	<u>448</u>	<u>425</u>	<u>530</u>	<u>545</u>
Total Calls	499	542	513	650	682



Training

Tabulations are not currently available.

Fire Prevention Bureau

Burning Permits	2.00
Conferences Held	12.00
Plan Reviews	2.00
Inspections Performed	7.00
Investigations Conducted	2.00
Complaints Received	4.00
Correspondence	47.00

Personnel

Nothing to report.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. December 2022 Monthly Police Report

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

December 2022

SWORN PERSONNEL: 48 SWON OFFICERS

Administration	6 officers
Squad D1	7 officers
Squad N1	8 officers
Squad D2	7 officers
Squad N2	7 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	4 recruits
Medical/Modified Duty	2 officers

CIVILIAN EMPLOYEES: 5 full time, 7 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	1 part time OPEN
MCIN Coordinator	1 full time* OPEN
CPD Patrol Assistant	1 full time
CPD Crime Analyst	1 full time* OPEN
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: 880.25

COMP TIME USED: 36.5

SICK TIME USED: 270

YEAR TO DATE (beginning 07/01/22): 5,365.75

YEAR TO DATE (beginning 07/01/22): 798

YEAR TO DATE (beginning 07/01/22): 1,046.25

OVERTIME REPORT

OVERTIME WORKED: 349.75

HOSPITAL SECURITY: 35.5

COURT TIME WORKED: 552

YEAR TO DATE (beginning 07/01/22): 1,487.75

YEAR TO DATE (beginning 07/01/22): 308.5

YEAR TO DATE (beginning 07/01/22): 2,080



City of Cumberland Department of Police

Monthly Report
December 2022



City of Cumberland Department of Police

Monthly Report

December 2022

Part 1 Crimes for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Aggravated Assaults	9	4	B & E (All)	13	11	Murder	1	0	Rape	2	0
Robbery	2	0	Theft - Felony	2	3	Theft - Vehicle	3	2			

Selected Criminal Complaints for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Theft - Misdemeanor	12	11	Theft - Petty	17	17	Domestic Assaults	17	21	CDS	29	14
Disturbances	119	143	DOP/Vandalism	20	22	Indecent Exposure	0	0	Sex Off - Other	3	3
Suicide	0	0	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	1	4
Trespassing	17	11	Assault on Police	1	5	Assault Other	26	25			

Selected Miscellenous Incidents for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Alcohol Volations	0	1	Juvenile Compl.	14	10	Missing Persons	3	4	School Resource	203	145
School Threat	1	0	Sex Off. Regist.	5	4	Truancy	1	0	Death Investigation	4	8

Selected Traffic Incidents for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
DWI	10	4	Hit & Run	22	14	M/V Crash	56	50	Traffic Stop	420	209

Selected Service Calls for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Alarms	45	46	Assist Motorist	32	33	Check Well-Being	93	97	Foot Patrol	71	65
Assist Other Agency	84	76	Bike Patrol	0	0	Special Events	7	6	Suspicious Activity	62	55

Current Incident Status for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Open	7	69	Arrest	249	171	Closed	2007	1632	Suspended	59	45



City of Cumberland Department of Police

Monthly Report

December 2022

Arrests Totals for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
M/V Citations	65	25	M/V SERO	0	2	M/V Warnings	349	175	Arrest on View Adult	29	27
Arrest On Crim. Cit.	20	3	Arrest Summons	21	15	Arrest Warrant Adult	38	45	Adult Crim.	109	93
Arrest Summon (Chrg)	15	11	Arrest Warrant (Chrg)	15	10	Juvenile Crim.	15	7	Arrest on View Juv	15	5
Arrest Warrant JUV	0	1	Emer. Petition	52	59	Fingerprinting	5	0	RunAway & Miss Per.	2	2
Civil Citation	0	2									

Total Incidents Reported :

2021	2022
2,322	1,917

Chuck Ternent - Chief of Police

File Attachments for Item:

. Utilities Division WATER/SEWER/FLOOD Monthly report for December 2022

Utilities Division Activity Report for December 22 WATER					
REQUEST	W/E 12/9/22	W/E 12/16/22	W/E 12/23/22	W/E 12/31/22	MONTHLY TOTALS
Service Technicians					
NON READS	11	40	24	13	88
FINAL READS/TURN ONS/SHUT OFFS & DEMOS	3	1	5	5	14
LEAK INVESTIGATIONS/turn off-on	14	11		3	28
METER/STOP INVESTIGATIONS	8	6	6	12	32
REPAIR WIRING/GET READING					0
ORANGE TAG FOR REPAIRS		9	2	1	12
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	65	44	9	26	144
NONPMT/BAD CK/AGREE SHUT OFFS	43	43	1		87
SUSPENDED ACCTS - RECHECKS	45	3			48
REPLACE/REPAIR METER/LID/VALVE					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCKS					0
NEW METER - Residential		2	1	9	12
METER FIELD TESTS - Residential					0
METER TESTS - Industrial					0
NEW METER - Industrial	2	1			3
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER/DIRTY WATER		1		2	3
MOVE METERS OUTSIDE	11	4			15
SP Change Outs/Repairs/Reactivates/Move	12	10	3	5	30
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES			24	58	82
CCP - BACKFLOW/RETRO	11	4			15
HYDRANT/IRRIGATION METER					0
Total					613
Pipe Technicians					
LINE LOCATOR	120	45	63	80	308
TAPS SERVICED	11	3	1	1	16
LEAKS REPAIRED	3	2	2	6	13
FLOW TEST - 901 MOCCASIN PATH	2				2
CLEANED 380 & 331	2				2
MOVED METER BOX - 346 RESERVOIR	5				5
CLEANED UP MAIN LINE JOB/AVONDALE	3				3
ABANDONED SERVICE - 304/306 FAYETTE	4				4
ABANDONED SERVICE - 855 MT ROYAL	4				4
COLD MIXED - MT ROYAL AVE	3				3
CLEANED VEHICLES & WAREHOUSE (SNOW)		9	6		15
COLD MIXED HOLE - MAPLE ST		4			4
REPLACED HYDRANT - PARK @ UNION		6			6
ABANDONED SERVICE - 223 EMILY		4			4
LOCATE SERVICE - BROADWAY CIRCLE		4			4
LEAK INVESTIGATION - 12213 BEDFORD RD		4			4
PRESSURE CHECK - 11622 BEDFORD RD		4			4
ABANDONED SERVICE - 225 EMILY		5			5
912 MD AVE - NEW BOX/BACKFLOW		5			5
LOCATED CURB BX - BROADWAY CIR		4			4
CLEANED & GREASED BACKHOE		4	3		7
PICKED UP COLD MIX @ KEYSTONE			3		3
COLD MIXED SEVERAL HOLES		4		3	7
SNOW REMOVAL			8		8
HAULED FROM SPOILS PILE				2	2
TREE REMOVAL - HOLLAND ST				2	2
					0
					0
					0
					0

[illegible]

Projects					
Projects					0
GRAND TOTAL					1057

Projects					0
GRAND TOTAL					1057

GRAND TOTAL					1057
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Projects					0
GRAND TOTAL					1057

GRAND TOTAL					1057
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December 2022 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates

Run gate operators

Check sewage regulators

Safety meeting

Run Greene St. pump

Clean bullpen

Clean all storm drains

Clean and grease Ridgeley, Viaduct intake gates.

Perform other maintenance work as required

SEWER BRANCH

Calls answered	7
Service lines opened	1
Owner's trouble	6
Traced lines/main	209
Mains Repairs/ Replace	1
Sewer taps installed/replaced	0
Cleaned catch basins	2
Cleanouts installed	1
Televised sewer mains	2 mains
Televised sewer lines	3 service lines
Call outs/ overtime	13 callouts/ 48 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	1
Flushed mains	630 Feet

Gallons of water used	5,500 Gals.
605 Vac-con truck	1,500 Gals.
608 Flush truck	4,000 Gals.
Safety meeting	

Wills Creek Ave. cleaned debris from basin with backhoe

206 South St. flushed and cleaned C/O

Lefever Rd. cleaned small bullpen (Newsomes)

Cleaned Evitts Creek pump station

920 Brown Ave. camera service line from main to property

872 Maryland Ave. flushed main and cleaned catch basin

315 Broadway St. repair service line, added C/O

Hydro 1 site (sewer)

Hydro 6 site (water)

File Attachments for Item:

1. Approval of the Regular Session Minutes of September 20, 2022



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

MINUTES

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

DATE: September 20, 2022

I. OPEN SESSION – 6:15 P.M.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

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

Also Present: Ken Tressler, Director of Administrative Services; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Robert Smith, Director of Engineering and Utilities; Morgan Alban, GIS Specialist

IV. Statement of Closed Meeting

1. The Mayor announced that a closed meeting had been held on September 13, 2022 at 4:30 p.m. and read into the record a summary of that meeting which is attached hereto and made a part of these minutes as required under Section 3-306 (c) (2) of the General Provisions Article of the Annotated Code of Maryland.

V. Presentations

1. Presentation of the 2022 Let's Beautify Cumberland! Blue Ribbon Awards, Non-Resident Blue Ribbon Awards, Good Neighbor Awards, We Care Award, and All-Star Awards

Co-Chairs Ed Mullaney and Ginny Decker spoke about each award winner and their homes or businesses, and awards were presented. LBC members Iris Vowel and Charlotte Lapp also presented awards.

Blue Ribbon - Residential:

415 N. Centre St. – Nick and Marcy Dearcangelis
813 Memorial Ave. – Debbie Burke
418 Washington St. – Jill Frank
105 Polk St. – Catherine Kazlo
806 S. Gephart Dr. – Mason McClew
500 Oldtown Rd. – Mark Pelletier and Nicki Black
13 Arch St. – Edward and Lydia Wagus

Blue Ribbon – Non-Residential

St. Paul’s Lutheran Church, 15 N. Smallwood St. – Rev. Ryan Viands
Riverside Park – George Washington’s Headquarters Gardens – Dave Roche

All Star Awards – Continuous Curb Appeal for Many Years

613 N. Centre St. – Linda Carrington
615 N. Centre St. – Deborah Reeder

We Care Award

501 Piedmont Ave. - Sue Nealis

Good Neighbor Award

1825 Frederick St. – Homer Hardinger (mows grass at Bedford & Frederick triangle
Welcome to Cumberland sign)
160 ½ N. Centre St. – Robert Bruce Thomas (sweeps & cleans N. Centre, N. Mechanic,
and around City Hall every week, keeping it in pristine condition)
601 Henderson Ave. – Darius Jakubs
626 Columbia Ave. – Robby Nicol
Charlotte Lapp (neighborhood planting, maintenance, and care of garden)

VI. Director's Reports

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

(A) Administrative Services

1. Administrative Services monthly report for May, 2022

(B) Engineering

1. Engineering Division monthly report for August, 2022

(C) Public Works

1. Maintenance Division monthly report for August, 2022

(D) Fire

1. Fire Department monthly report for August, 2022

(E) Police

1. Police Department monthly report for August 2022

(F) Utilities - Flood, Water, Sewer

1. Utilities Division Flood/Water/Sewer monthly reports for July and August, 2022

VII. Approval of Minutes

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

1. Approval of the Work Session Minutes of May 17, 2022, the Special Session Minutes of May 23, 2022, and the Regular Session Minutes of June 21, 2022

VIII. Unfinished Business

(A) Charter Amendment Resolutions

Mr. Tressler provided background on all the Charter Amendment Resolutions

1. **Charter Amendment Resolution No. 149** (*2nd and 3rd readings*) - to rescind Charter Amendment No. 145 and repeal any effects upon the Charter by its passage, and to repeal Section 75 of the Charter, which prohibits the carrying of concealed weapons in accordance with Section 4-101 of the Criminal Law Article of the Annotated Code of Maryland.

Mr. Tressler advised that this C.A.R. will bring the City in line with the State Code.

SECOND READING: The Resolution was submitted in title only for its second reading. **Motion** to accept the second reading and move to the third, after comment, was made by Council Member Marchini, seconded by Council Member George, and was passed on a vote of 5-0.

Mayor Morriss opened the floor for questions or comments.

Council Member Marchini stated that although she knows the City has to be in compliance with the state, she intends to vote against this C.A.R. She discussed gun issues, high-profile shootings, increased homicides, and said the sale of firearms in the country needs to be re-examined.

Council Member Frazier voice agreement with Council Member Marchini, saying he worries about what is to come, and about safety for all.

The resolution moved to its third reading.

THIRD READING: The Resolution was submitted in title only for its third reading and was passed on a vote of 3-1, with Council Member Frazier abstaining and Council Member Marchini voting No.

2. **Charter Amendment No. 150** (*2nd and 3rd readings*) - to rescind Charter Amendment No. 146 and repeal any effects upon the Charter by its passage, and to repeal and reenact with amendments Charter Section 24 pertaining to the publication of ordinances, when ordinances take effects, and the admissibility of codification in evidence.

SECOND READING: The Resolution was submitted in title only for its second reading. **Motion** to accept the second reading and move to the third, after comment, was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 5-0.

Mayor Morriss opened the floor for questions or comments. Being none, the resolution moved to its third reading>

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

3. **Charter Amendment Resolution No. 151** (*2nd and 3rd readings*) - to rescind Charter Amendment No. 147 and repeals any effects upon the Charter by its passage, and to repeal Charter Sections 192-203 pertaining to the Mayor and CiOy Council's authority over the Memorial Hospital.

SECOND READING: The Resolution was submitted in title only for its second reading. **Motion** to accept the second reading and move to the third, after comment, was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 5-0.

Mayor Morriss opened the floor for questions or comments. Being none, the resolution moved to its third reading>

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

(B) Ordinances

1. **Ordinance 3926** (*2nd and 3rd readings*) - authorizing the transfer of 471 Baltimore Avenue to Bechance LLC for the purchase price of \$100.

SECOND READING: The Ordinance was submitted in title only for its second reading. **Motion** to accept the second reading and move to the third, after comment, was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 5-0.

Mayor Morriss opened the floor 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.

IX. New Business

(A) Resolutions

- 1. Resolution R2022-07 ANNEX** (*1st reading*) - to annex land located along the east side of Messick Road and the north side of Starlight Drive and Limestone Road in Allegany County, MD, Election District No. 16, consisting of 37.69 acres +/- and owned by the Cumberland Economic Development Corporation.

Ms. Morgan Alban provided a PowerPoint presentation, along with a copy of the plat of the parcel to be annexed. She discussed procedures for annexation, said the request was filed on 8/9/22, and reviewed details of the parcel.

FIRST READING: The Resolution was submitted in title only for its first reading. **Motion** to accept the first reading and table until next meeting was made by Council Member Marchini, seconded by Council Member Frazier, and was passed on a vote of 5-0.

(B) Orders (Consent Agenda)

Mr. Tressler reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. Motion to accept all items on the Consent Agenda was made by Council Member Cioni, seconded by Council Member George, and was passed on a vote of 5-0.

Order 27,085 - authorizing the Chief of Police to enter into a Memorandum of Understanding (MOU) with the Allegany County Health Department to receive grant funding in the amount of \$3,000 for officers to work overtime conducting overdose follow-ups in conjunction with UPMC Western Maryland, AHEC West and Department of Social Services Peers.

Order 27,086 - authorizing the Chief of Police to accept a FY23 Police Recruitment and Retention Grant in the amount of \$59,800.00 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.

Order 27,087 - accepting the quote from Environmental Systems Research Institute (ESRI) for its GIS program for a 3-year license agreement in the amount not-to-exceed \$27,500 for each year, for a total not-to-exceed \$82,500 by the end of FY25.

Order 27,088 - authorizing the City Administrator to execute Change Order No. 1 for City Project 31-17-W, "Construction Inspector for Decatur St. 24" Crosstown Water Main Replacement", to add 160 additional hours at a cost of \$25/hour for a total not-to-exceed cost of \$4,000.00, bringing the new contract value to \$36,000.00.

Order 27,089 - authorizing the City Administrator to execute a Cost Share Agreement with MDOT - SHA for construction inspection services related to City Project 9-18-BR,

"Rehabilitation of Bridge A-C-06 Baltimore St. over Wills Creek", with the City's portion estimated at \$44,698.53, which is 20% of the total estimated cost of \$223,492.65.

Order 27,090 - accepting the bid from Southern States Cooperative, which was the only bidder, for the purchase of heating oil for the Water Reclamation Facility and the Water Filtration Plant, in the most current price (August 6, 2022) of \$79,752.50 for 23,000 gallons.

Mr. Tressler advised that Southern States was the only bidder, and stated that the City used to piggy-back on the County's oil purchase, but since they no longer use heating oil, this was publicly bid.

Order 27,091 - accepting the bid of Carl Belt, Inc. for City Project "Rehabilitation of Bridge No A-C-06 Baltimore Street over Wills Creek" (9-18-BR) in the not-to-exceed lump sum cost of \$4,704,910.25, contingent upon MDOT approval.

Mr. Tressler advised that there were three bids received and Carl Belt was the low bidder. He stated that this came in a little bit higher than expected. Mayor Morris stated that after all, this bridge will become the Cass R. Taylor, Junior Bridge when it's completed.

X. Public Comments

Ed Taylor, President of the Cumberland Historic Cemetery Org., 400 S. Allegany Street, officially invited M&CC to a major monument project he has worked on for a year and a half, on Saturday, October 8th at 2:00 PM. He stated that the monument is for the only Cumberland Police Officer killed in the line of duty, in 1907, Officer August Baker. Mr. Taylor stated that up until now, his resting place was an unmarked grave. He discussed the many funding sources, which included Mayor Morris and the City of Cumberland.

Mary Conlon, 209 Wallace Street, spoke about being concerned about trees that have been removed this past summer. She asked if it was part of a larger plan, and stated that an iconic tree in the Dingle was also removed, and also mentioned a sycamore tree that was removed. Ms. Conlon stated that residents of the neighborhood were saddened by the tree removals, and questioned why the City didn't take the opportunity to engage the citizens and let people have a voice.

Mayor Morris stated that he always encourages people to look at the City's website, especially for news releases and information, that explains what is being done in the City. He stated that although communication is important, it's also a two-way street. He added that if people take the initiative to read, they can see the information that is out there and available to the public.

Council Member Marchini said that growing up in the Dingle, she was sorry to see that iconic tree removed, but stated that it had a rotten root, was at quite an angle and was ready to come down. Ms. Marchini said that regarding Sycamore trees, they have always been a sidewalk problem, and if they don't come down, their roots can obstruct the sewer lines. She explained that the City will plant trees that aren't going to be invasive.

Council Member George said the sidewalks were horrendous, stating that he walked those sidewalks through grade school. He said that the good news is those sidewalks will be replaced and ADA issues will be addressed. He added that the M&CC appreciate Ms. Conlon's input.

Rick Haymaker, 617 N. Centre Street, stated that he moved here 4 years ago, and thanked M&CC for their quick response on trees in the area and replanting. Mr. Haymaker spoke about his neighborhood and how they take pride in it, and advised on the troubles going on there: speeding, intoxicated people, urinating in public in broad daylight, attempted robbery, etc. He stated that amidst this wave of chaos, finding out the City is relocating the Union Rescue Mission to the High Point Furniture building feels as if the neighborhood would be swamped beyond its endurance. He added that it seems unfair, said it said it seems like a bad fit for the building. He said he hoped M&CC would take these comments to heart and reconsider the location of the mission.

Mayor Morriss said he can assure all concerned that they have discussed the relocation of the mission, but in the end, it is a private transaction between the Rescue Mission and Mr. Kline, owner of the building. He added that he appreciated Mr. Haymaker's comments.

Sue Spangler, Holland Street, stated that she agrees with Mr. Haymaker. She stated that Mr. Kline has a lot of money and clout in the neighborhood, and said she is concerned about what relocating the mission would do to Mechanic and Centre Streets. Ms. Spangler explained that she is concerned about school children walking past the building to and from Braddock Middle School. She stated that she is not knocking the Union Rescue Mission, saying that they serve a good purpose for the right people, but said that this relocation will destroy the area.

Mayor Morriss stated that all of this is being considered. He said the City has a homeless issue, and said M&CC are trying to decide how to handle it.

Mary Monahan, Holland Street, stated that the previous two speakers echoed her sentiments, and said she was yielding the rest of her time to Michele Schweitzer, a business owner on Centre Street.

Michele Schweitzer, stated that she has just heard about this issue today, and said she is concerned about crime that the mission will bring here, as well as concerned about school children walking past. She added that she has petitions started, and thought they would have more time.

Council explained to Ms. Schweitzer that they have plenty of time, that tonight is just a regular meeting of M&CC, and, said they will be discussing this issue going forward, so nothing is as yet set in stone.

Pastor David Ziler, Union Rescue Mission, said he came tonight because they love this town as well, and said they are all here for the same reason. He stated that he wanted to offer comments and answer any questions about sentiments that may be misconstrued. The Pastor explained that the issue is location, and said they have wracked their brains for four years now trying to find a location. He explained that the mission serves the City, so the City isn't responsible for the homeless, and added that taxpayers don't have to pay a penny to aid the homeless.

Mr. Ziler stated that they are dealing with a 200 year old building that is falling down, with a cost analysis to rebuild it being astronomical and not feasible. He said that this past August, the mission provided people 1,589 beds; 551 to women, 296 to children, and 742 to men. He added that 6,408 meals were served that taxpayers didn't have to pay for.

The Pastor stated that the homeless folks hanging around the gazebo at George Washington's Headquarters parklet are not people the mission serves, and said it only serves those actively

pursuing sobriety, housing, and a better life. He stated that he has seen an increase at the mission in elderly people who can't afford rent on Social Security, and the mentally ill. He explained that people think the mission has drunks hanging out and falling all over the place, but said he can't control who walks in front of the building or on the sidewalks. He said the mission offers job programs and internships, and said folks have to work in order to stay at the mission. He stated that the relocation will create new space to allow them to start work programs and rehabilitation, whereas they don't have room for it now. He added that he believes the mission will be an asset to the neighborhood, not a hindrance.

There was discussion about folks who want to live on the street and how to serve them, and about fixing the homeless problem. There was discussion about why they are relocating the mission in town. Pastor Ziler explained that the City doesn't have a good transportation system, and some people can't walk far to places, even to the DSS, doctors, markets, etc.

Some people discussed selling their homes if the mission does relocate to the High Point building, but not wanting to, and voiced opinions of being "dumped on." It was discussed that the neighborhood needs to be given the chance to provide some input, and not wanting homeowners to vacate the community.

Mayor Morriss stated that they are listening to everyone's concerns this evening, and said they will make a decision on what is in the best interest of the City. He stated that M&CC does want to hear from citizens, and advised that they are not trying to keep people in the dark. He explained once again that this is a private negotiation between the Union Rescue Mission and Mr. Kline.

All public comments are limited to 5 minutes per person

XI. Adjournment

With no further business at hand, the meeting adjourned at 8:03 P.M.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

. Ordinance 3938 - providing for the issuance and sale of an aggregate principal amount not to exceed \$4,250,000 of general obligation bonds of the Mayor and City Council of Cumberland

ORDINANCE NO. 3938

**MAYOR AND CITY COUNCIL OF CUMBERLAND
INFRASTRUCTURE BONDS, 2023 SERIES A**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED AN ORDINANCE OF MAYOR AND CITY COUNCIL OF CUMBERLAND, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND (THE “ISSUER”), PROVIDING FOR THE ISSUANCE AND SALE OF AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FOUR MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$4,250,000.00) OF GENERAL OBLIGATION BONDS OF MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, TO BE KNOWN AS THE “MAYOR AND CITY COUNCIL OF CUMBERLAND INFRASTRUCTURE BONDS, 2023 SERIES A” (OR BY SUCH OTHER OR ADDITIONAL DESIGNATION OR DESIGNATIONS AS REQUIRED BY THE COMMUNITY DEVELOPMENT ADMINISTRATION IDENTIFIED HEREIN, THE “BONDS”), TO BE ISSUED AND SOLD PURSUANT TO THE AUTHORITY OF SECTIONS 4-101 THROUGH 4-255 OF THE HOUSING AND COMMUNITY DEVELOPMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED, FOR THE PURPOSE OF PROVIDING ALL OR A PORTION OF THE FUNDS NECESSARY FOR (I) FINANCING AND/OR REFINANCING COSTS OF THE PROJECTS GENERALLY IDENTIFIED HEREIN AS (A) OFFICE EQUIPMENT AND INFORMATION TECHNOLOGY IMPROVEMENTS, EQUIPMENT AND SOFTWARE, (B) NEW AND OR REPLACEMENT VEHICLES AND VEHICLE IMPROVEMENTS/EQUIPMENT, (C) FACILITY AND INFRASTRUCTURE IMPROVEMENTS, AND/OR (D) WATER SYSTEM, SEWER SYSTEM AND FLOOD CONTROL IMPROVEMENTS AND EQUIPMENT, (II) FUNDING A PORTION OF A CAPITAL RESERVE FUND AND/OR OTHER RESERVES, AND/OR (III) PAYING ISSUANCE AND OTHER COSTS RELATED TO THE BONDS; PROVIDING THAT THE BONDS SHALL BE ISSUED UPON THE FULL FAITH AND CREDIT OF THE ISSUER; PROVIDING FOR THE DISBURSEMENT OF THE PROCEEDS OF THE SALE OF THE BONDS AND FOR THE LEVY OF ANNUAL TAXES UPON ALL ASSESSABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY SHALL RESPECTIVELY MATURE OR COME DUE; PROVIDING FOR THE FORMS, TENOR, DENOMINATIONS, MATURITY DATE OR DATES AND OTHER PROVISIONS OF THE BONDS; PROVIDING FOR THE SALE OF THE BONDS; AND PROVIDING FOR RELATED PURPOSES, INCLUDING, WITHOUT LIMITATION, THE METHOD OF FIXING THE INTEREST RATE OR RATES TO BE BORNE BY THE BONDS, THE APPROVAL, EXECUTION AND DELIVERY OF DOCUMENTS, AGREEMENTS, CERTIFICATES AND INSTRUMENTS, AND THE MAKING OF OR PROVIDING FOR THE MAKING OF REPRESENTATIONS AND COVENANTS CONCERNING THE TAX STATUS OF INTEREST ON THE BONDS.

RECITALS

WHEREAS, Mayor and City Council of Cumberland (the “Issuer”) is a municipal corporation of the State of Maryland organized under a charter (the “Charter”) adopted in accordance with Article XI-E of the Constitution of Maryland and operating under the Charter and other applicable law; and

WHEREAS, Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the “Act”), authorize the Community Development Administration (the “Administration”), a governmental unit in the Division of Development Finance of the Department of Housing and Community Development, a principal department of the government of the State of Maryland, to provide financial assistance to political subdivisions and municipal corporations to finance, among other things, infrastructure projects and to establish a capital reserve fund in connection therewith; and

WHEREAS, pursuant to the authority of the Act, the Issuer has determined to issue its general obligation bonds in one or more series in the aggregate principal amount not to exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00) (the “Bonds,” as defined herein) for the purpose of providing all or a portion of the funds necessary for (i) financing and/or refinancing costs of the Project (as defined herein), (ii) funding a portion of a capital reserve fund and/or other reserves required by the Administration under the Program identified below, and/or (iii) paying issuance and other costs related to the Bonds; and

WHEREAS, the Issuer proposes to issue and sell the Bonds to the Administration, in connection with the Local Government Infrastructure Financing Program of the Administration (the “Program”); and

WHEREAS, it is the intention of the Issuer by this Ordinance to provide for the issuance and sale of the aforementioned Bonds and to obtain a loan or loans from the Administration pursuant to the Program (collectively, the “Loan”); and

WHEREAS, the Issuer intends to authorize the execution and delivery of the Bonds and all other documents, agreements, certificates and other materials related to the issuance, sale and delivery of the Bonds and the Loan; and

WHEREAS, the Administration intends to issue one or more series of its Local Government Infrastructure Bonds to finance the Loan and other loans to be financed pursuant to the Program.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND:

Section 1. Authorization, Terms, Form of Bonds.

(a) Mayor and City Council of Cumberland (the “Issuer”) shall borrow upon its full faith and credit and shall issue and sell upon its full faith and credit an aggregate principal amount not to exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00) of its general obligation bonds, to be issued pursuant to the authority of Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the “Act”), to be known as the “Mayor and City Council of Cumberland Infrastructure Bonds, 2023 Series A” (or by such other or additional designation or designations as required by the Administration (as defined herein), including, without limitation, to identify separate series or subseries (collectively, the “Bonds” and, individually, a “Bond”)). The proceeds from the sale of the Bonds shall be used for the public purpose of providing all or a portion of the funds necessary for (i) financing and/or refinancing costs of certain projects identified as follows: (A) office equipment and information technology improvements, equipment and software (including, without limitation, Wi-Fi access points, switches, servers, phone systems, and surveillance equipment), (B) new and/or replacement vehicles (including, without limitation, patrol vehicles, administration vehicles, utility vehicles, light and heavy duty trucks, sport utility vehicles, utility terrain vehicles and ambulances, and equipment for any of the foregoing) and vehicle improvements/equipment for use by various City departments, including the Police, Fire, Street, Parks & Recreation, Water Distribution, Sanitary Sewer, and Flood Control Departments, (C) facility and infrastructure improvements (including, without limitation, a fire station engine exhaust system, design of a new filter building for the water distribution system, and wastewater treatment plant roof replacement/improvements), and/or (D) water system, sewer system and flood control improvements and equipment (including, without limitation, anthracite and sand filter media, cathodic protection upgrades, SCADA system equipment and improvements, water main replacements, reservoir control valve improvements, water tank improvements, influent screen design and construction, flood control concrete repairs, and anaerobic digester improvements), together with, in each such case as is applicable with respect to the project components described in clauses (i)(A) through (D), the acquisition or payment for, improved or unimproved land, necessary property rights and equipment, related site and utility improvements, related planning, study, design, architectural, engineering, document development, bidding, permitting, acquisition, demolition, removal, construction, reconstruction, expansion, rehabilitation, renovation, repair, construction management, inspection, installation, improvement, furnishing and equipping expenses and other related expenses, paving, repaving, sidewalk, curb, gutter and drain work, landscaping, and functionally related activities necessary at the locations or facilities at or near which such undertakings occur, administrative, financial and legal expenses, and related or similar costs, and any such costs that may represent the Issuer’s share or contribution to such undertaking (collectively, the “Project”), (ii) funding a portion of a capital reserve fund and/or other reserves required by the Community Development Administration (the “Administration”) under the Program identified in subsection (b) below, and/or (iii) paying issuance and other costs related to the Bonds. Notwithstanding the foregoing description of the Project, the Mayor of the Issuer (the “Mayor”), in consultation with the City Administrator of the Issuer (the “City Administrator”), any other appropriate officials of the Issuer, and the Administration, is hereby authorized and empowered, on behalf of the Issuer, to determine prior to the sale of the Bonds not to apply Bonds

proceeds to finance or refinance costs of any one or more components of the Project due to tax, budgetary or other considerations.

(b) The Bonds shall be issued as one or more fully registered bond certificate(s) in the aggregate principal amount not to exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00) payable to the Administration as the registered owner thereof. The Bonds shall be issued in such aggregate principal amount or such lesser aggregate principal amount as determined by the Mayor pursuant to subsection (g) below, which shall be equal to the aggregate principal amount of the loan or loans to the Issuer from the Administration (collectively, the "Loan") under the Local Government Infrastructure Financing Program of the Administration (the "Program").

(c) The Bonds shall be dated as of the date of issue, or as of such other date as is specified by the Administration; shall be numbered from R-1 upward or as otherwise required by the Administration; shall be initially registered in the name of the Administration or its designee; shall bear interest from the date of issuance of the Local Government Infrastructure Bonds issued by the Administration (the "Administration's Bonds"), payable semiannually on April 1 and October 1 or on such other days as the Administration may require in connection with the Program, at such annual rate or rates and be payable in annual principal installments at the designated office of the Administration or of the trustee for the Administration's Bonds.

(d) The Bonds shall bear interest at an aggregate rate or rates of interest for a total interest cost (expressed as a yield) not to exceed (1) 4.60 percent for a loan with a maturity of five years or fewer, (2) 5.00 percent for a loan with a maturity in excess of five years but no more than ten years, (3) 5.50 percent for a loan with a maturity in excess of ten years but no more than fifteen years, and (4) 5.75 percent for a loan with a maturity in excess of fifteen years but no more than twenty years, the actual rate or rates of interest to be borne by the Bonds to be determined and established by the Mayor acting pursuant to Section 1(g) of this Ordinance.

(e) The Bonds shall be in substantially the form set forth on Exhibit A attached hereto and made a part hereof, which form, together with all of the covenants and conditions therein contained, is hereby adopted by the Issuer as and for the form of obligation or obligations to be incurred by the Issuer and such covenants and conditions are hereby made binding upon the Issuer, including the promise to pay therein contained.

(f) The Bonds are to be issued in connection with the Program in order to provide all or a portion of the funds needed to (i) finance and/or refinance all or a portion of the costs of the Project, (ii) fund a portion of a capital reserve fund and/or other reserves required by the Administration under the Program, and/or (iii) pay costs of issuance and other related costs of the Bonds. Under the Program, the Issuer will enter into a Repayment Agreement and a Pledge Agreement with the Administration (respectively, the "Repayment Agreement" and the "Pledge Agreement"). The Issuer also will execute and deliver in connection with the issuance of the Bonds and the Program any additional documents, agreements, instruments and certificates requested by the Administration (which, together with the Repayment Agreement and the Pledge Agreement, are herein referred to as the "Program Documents"). The Program Documents shall be in such forms and shall contain such terms and conditions as shall be approved by the Mayor

and/or the City Administrator and as shall be acceptable to, and otherwise approved by, the Administration.

(g) Because this Ordinance is being passed before the details have been finalized for the financing pursuant to which the Administration will issue the Administration's Bonds (the "Administration Financing") that will fund the Loan to the Issuer under the Program, the Mayor is hereby authorized to make such changes to the amount and form of the Bonds, including insertions therein or additions or deletions thereto, as may be necessary or appropriate to conform the terms of the Bonds to the terms of the financing to be provided to the Issuer under the Program. Without limiting the foregoing, it is presently contemplated that the Loan will be in an amount not to exceed \$4,250,000.00 in aggregate principal amount hereby authorized, subject to final approval by the Administration; accordingly, the Mayor is specifically authorized: (i) to make changes to the aggregate principal amount of the Bonds in order to reflect the final aggregate principal amount of the Loan, not to exceed \$4,250,000.00 as approved by the Administration and accepted by the Issuer, (ii) with the assistance of the City Administrator and the Comptroller of the Issuer (the "Comptroller"), to determine the amortization term(s) of the Bonds taking into account the useful lives of the various components of the Project, not to exceed the maximum maturity as set forth in subsection (d) above, and (iii) to authorize and approve an interest rate or rates and payment schedule(s) reflecting the principal and interest payments with respect to the Bonds but not to exceed the maximum total interest cost to be borne by the Bonds for the applicable term(s) as set forth in subsection (d) above.

(h) This borrowing is in conformance with and does not exceed any and all applicable debt limitations under the Charter of the Issuer (the "Charter").

Section 2. Execution and Completion of Documents. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of the Mayor, and the seal of the Issuer shall be affixed thereto or reproduced thereon and attested by the manual signature of the City Clerk of the Issuer (the "City Clerk"). The Program Documents shall be executed on behalf of the Issuer by the Mayor and/or the City Administrator. In the event any official whose signature appears on any of the Bonds or the Program Documents shall cease to be an official prior to the delivery of the Bonds or the Program Documents, or, in the event any official whose signature appears on any of the Bonds or the Program Documents becomes an official after the date of the issue, the Bonds or the Program Documents shall nevertheless be valid and binding obligations of the Issuer in accordance with their terms. The Mayor is hereby authorized, empowered and directed to complete the applicable form(s) of the Bonds and to make modifications, deletions, corrections or other changes thereto in any manner which the Mayor, in the Mayor's discretion, shall deem necessary or appropriate in order to complete the issuance and sale of the Bonds, as will not alter the substance thereof. The Mayor and/or the City Administrator are hereby authorized, empowered and directed to complete the applicable forms of the Program Documents and to make modifications, deletions, corrections or other changes thereto in any manner which such official(s), in the discretion of such official(s), shall deem necessary or appropriate in order to complete the execution and delivery of the Program Documents in accordance with the provisions of this Ordinance, as will not alter the substance thereof. The execution and delivery of the Bonds by the Mayor and the execution and delivery of the Program Documents by one or more of the duly authorized officials provided for in this Section 2 shall be conclusive evidence of

such official's or officials' approval of the forms and substance thereof. To the extent appropriate, additional officials of the Issuer and counsel to the Issuer may be signatories to the Program Documents with respect to facts, representations, certifications, covenants and agreements within the scope of their respective responsibilities or authority.

Section 3. Registration of Bonds. The City Clerk shall act as registrar for the Bonds and shall maintain registration books for the registration and registration of transfer of the Bonds. No security or bond shall be required of the City Clerk in the performance of the duties of registrar for the Bonds.

The Issuer may deem and treat the person in whose name any Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Bond and for all other purposes.

Section 4. Prepayment. The Bonds are being issued in connection with the Program and will secure payment of the Administration's Bonds, which are being issued by the Administration to provide funds to purchase the Bonds from the Issuer, among other purposes. The Repayment Agreement limits the right of the Issuer to prepay the Bonds in accordance with restrictions upon the right of the Administration to redeem the Administration's Bonds. Accordingly, the Issuer may prepay the Bonds only in accordance with the provisions of the Repayment Agreement and the terms governing prepayments as set forth in the Bonds.

Section 5. Replacement of Mutilated, Lost, Stolen, or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, lost or stolen, the Issuer may cause to be executed and delivered a new Bond of like series or subseries, date and tenor and bearing the same or a different number, in exchange and substitution for each Bond mutilated, destroyed, lost or stolen, upon the owner paying the reasonable expenses and charges of the Issuer in connection therewith and, in the case of any Bond being destroyed, lost or stolen, upon the owner filing with the Issuer evidence satisfactory to it that such Bond was destroyed, lost or stolen, and furnishing the Issuer with indemnity satisfactory to it. Any Bond so issued in substitution for a Bond so mutilated, destroyed, lost or stolen: (i) may be typewritten, printed or otherwise reproduced in a manner acceptable to the Administration, and (ii) shall constitute an original contractual obligation on the part of the Issuer under this Ordinance whether or not the Bond in exchange for which said new Bond is issued shall at any later date be presented for payment and such payment shall be enforceable by anyone, and any such new Bond shall be equally and proportionately entitled to the benefits of this Ordinance with all other like Bonds, in the manner and to the extent provided herein.

Section 6. Use of Proceeds. The proceeds of the Bonds shall be held and invested by the Administration in its sole discretion and shall be:

(a) Administered and disbursed by the Administration pursuant to the Repayment Agreement. The proceeds of the Bonds shall be used, when and as required, to pay Development Costs (as defined in the Repayment Agreement).

(b) After the Project has been completed and all Development Costs in connection therewith have been paid, any balance of the proceeds of the sale of the Bonds held by the Administration under the Repayment Agreement may be applied to the next principal installment or installments coming due, payment of interest on the Bonds or prepayment of the Bonds, as permitted by the Administration.

Section 7. Covenants. The Issuer covenants with the Administration and for the benefit of the Administration and the owners from time to time of the Bonds that so long as the Bonds or installments of principal thereunder shall remain outstanding and unpaid:

(a) The Issuer will duly and punctually pay, or cause to be paid, to the Administration the principal of the Bonds, premium (if any) and interest accruing thereon, at the dates and places and in the manner mentioned in the Bonds from unlimited ad valorem taxes in the event that available funds are inadequate to make such payment.

(b) The Issuer covenants that so long as any of the Bonds are outstanding and not paid, unless other funds are available for payment of principal of, premium, if any, and interest on the Bonds, it shall levy annually, in the manner prescribed by law, ad valorem taxes on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation in rate and amount sufficient to provide for the payment of the principal of and interest on the Bonds as the same become due and payable; and in the event that the revenues available from the taxes so levied in any fiscal year shall prove inadequate for the above purposes, the Issuer shall levy additional taxes in the succeeding fiscal year to make up such deficiency; and the full faith and credit and the unlimited taxing power of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds as the same become due.

(c) The Issuer will promptly provide to the Administration (or to any person designated by the Administration) all financial information and operating data concerning the Issuer as may be required by the Administration in its discretion in order for the Administration to comply with the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission, as in effect from time to time, applicable to the Administration's Bonds.

Section 8. Ordinance a Contract. The provisions of this Ordinance shall constitute a contract with the purchasers and owners from time to time of the Bonds, and this Ordinance shall not be repealed, modified or altered in any manner materially adverse to the Administration and/or the interests of such purchasers or owners while the Bonds or any portion thereof remain outstanding and unpaid without the consent of the owners of the Bonds and the Administration.

Section 9. Pledge of Local Government Payments. As contemplated and authorized by Section 4-229(b) of the Act, the Issuer hereby pledges, assigns and grants a lien and a security interest to the Administration, its successors in trust and assigns, in all right, title and interest of the Issuer in and to the Local Government Payments (as defined in the Pledge Agreement), now or hereafter acquired, (i) to secure payment of the principal of, premium, if any, and interest on the Bonds and any other Local Obligations (as defined in the Pledge Agreement) issued and to be issued from time to time by the Issuer under the Program and (ii) to provide for deposits to the capital reserve fund securing the Bonds and/or other reserves required under the Program the

amount of the Issuer's portion of any deficiency in such capital reserve fund or such other reserves as the Administration shall require, all as more fully set forth and provided in the Pledge Agreement.

Section 10. Purchase Price of Bonds. The Bonds shall be sold for cash in accordance with the terms and provisions of this Ordinance at par, or if premium or discount is permitted by law, at such premium or discount as is agreed to with the Administration in accordance with the terms and provisions of this Ordinance, and as authorized by Section 4-229(a) of the Act.

Section 11. Sale of Bonds. The Bonds shall be sold to the Administration under the Program at private sale, as authorized by Section 4-229(a) of the Act.

Section 12. Authority to Take Action; Publication and Public Hearing.

(a) The appropriate officials and employees of the Issuer are hereby authorized and directed to do all acts and things required of them by the provisions of this Ordinance, for the full, punctual and complete performance of all the terms, covenants and provisions of the Bonds, the Program Documents and this Ordinance and to do and perform all acts and to execute, seal and deliver all documents or instruments of writing which may be necessary or desirable to carry out the full intent and purpose of this Ordinance and the Program Documents.

(b) As required by the Act, prior to the issuance of the Bonds, the Issuer shall publish in a newspaper of general circulation in the jurisdiction of the Issuer a notice of the proposed issuance of the Bonds, which notice shall include the proposed amount of the issue, the nature of the projects to be financed or refinanced, the time and place of the public hearing, the name of the person(s) and address of the place where written comments may be sent, and the Issuer shall hold a public hearing on the proposed issuance of the Bonds. Such actions may be (or have been) taken prior to or simultaneously with the passage of this Ordinance.

(c) The Issuer shall comply with any publication and/or posting requirements set forth in its Charter that are determined to be applicable to this Ordinance.

Section 13. Tax Matters

(a) Any one or more of the Mayor, the City Administrator, the Treasurer of the Issuer (the "Treasurer") and/or the Comptroller shall be the officers of the Issuer responsible for the issuance of the Bonds within the meaning of the Arbitrage Regulations (defined herein). Any one or more of the Mayor, the City Administrator, the Treasurer and/or the Comptroller shall also be the officers of the Issuer responsible for the execution and delivery (on the date of issuance of the Bonds) of a certificate of the Issuer (the "Section 148 Certificate") which complies with the requirements of Section 148 ("Section 148") of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder (the "Arbitrage Regulations"), and such official or officials are hereby directed to execute the Section 148 Certificate and to deliver the same to the Administration on the date of the issuance of the Bonds. The Section 148 Certificate may be contained within any of the Program Documents at the discretion of the Administration.

(b) The Issuer shall set forth in the Section 148 Certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of the Bonds, or of any monies, securities or other obligations to the credit of any account of the Issuer which may be deemed to be proceeds of the Bonds pursuant to Section 148 or the Arbitrage Regulations (collectively, "Bond Proceeds"). The Issuer covenants that the facts, estimates and circumstances set forth in the Section 148 Certificate will be based on the Issuer's reasonable expectations on the date of issuance of the Bonds and will be, to the best of the certifying official's or officials' knowledge, true and correct as of that date.

(c) The Issuer covenants and agrees with each of the holders of any of the Bonds that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 and the regulations thereunder that are applicable to the Bonds on the date of issuance of the Bonds and that may subsequently lawfully be made applicable to the Bonds.

(d) The Issuer further covenants that it shall make such use of the proceeds of the Bonds, regulate the investment of the proceeds thereof, and take such other and further actions as may be required to maintain the excludability from gross income for federal income tax purposes of interest on the Bonds. All officials, officers, employees and agents of the Issuer are hereby authorized and directed to take such actions, and to provide such certifications of facts and estimates regarding the amount and use of the proceeds of the Bonds, as may be necessary or appropriate from time to time to comply with, or to evidence the Issuer's compliance with, the covenants set forth in this Section.

(e) Any one or more of the Mayor, the City Administrator, the Treasurer and/or the Comptroller, on behalf of the Issuer, may make such covenants or agreements in connection with the issuance of Bonds issued hereunder as such official(s) shall deem advisable in order to assure the registered owners of such Bonds that interest thereon shall be and remain excludable from gross income for federal income tax purposes, and such covenants or agreements shall be binding on the Issuer so long as the observance by the Issuer of any such covenants or agreements is necessary in connection with the maintenance of the exclusion of the interest on such Bonds from gross income for federal income tax purposes. The foregoing covenants and agreements may

include such covenants or agreements on behalf of the Issuer regarding compliance with the provisions of the Code as such applicable identified official(s) shall deem advisable in order to assure the registered owners of such Bonds that the interest thereon shall be and remain excludable from gross income for federal income tax purposes, including, without limitation, covenants or agreements relating to the investment of the proceeds of such Bonds, the payment of rebate (or payments in lieu of rebate) to the United States, limitations on the times within which, and the purpose for which, such proceeds may be expended, or the use of specified procedures for accounting for and segregating such proceeds. Such official(s) may also make on behalf of the Issuer any elections, designations or determinations authorized or permitted by the Code or the Arbitrage Regulations.

Section 14. Effective Date; Miscellaneous.

(a) Notwithstanding the provisions of Section 82A(b)(3) of the Charter, pursuant to Section 4-232(c) of the Act, this Ordinance shall take effect from the date of its passage by the Mayor and City Council of the Issuer (the “Mayor and City Council”), and it is the intent hereof that the laws of the State of Maryland shall govern its construction and the construction of the Bonds. Any copy of this Ordinance duly certified by the City Clerk or the City Clerk’s successor in office shall constitute evidence of the contents and provisions hereof.

(b) Any reference to an official of the Issuer in this Ordinance shall be deemed to include any such official serving in an “acting” or “interim” capacity (e.g., the Acting City Administrator of the Issuer or the Interim City Clerk of the Issuer). Any reference to an official of the Issuer in this Ordinance shall be deemed to include references to such official if generally known by another title; titles of officials as used in this Ordinance correspond generally to the titles used in the Charter or the City Code of the Issuer (the “City Code”).

(c) In the event the position of any official who is referred to by title in this Ordinance is vacant at the time any action authorized to be taken by such official in accordance with the provisions of this Ordinance shall occur, and no person has been appointed to such position (including in an “acting” or “interim” capacity) and is incumbent in such position, references in this Ordinance to such official shall be deemed to refer to any other appropriate official of the Issuer charged with such responsibilities under the Charter or the City Code or, to the extent not so provided for in the Charter or the City Code, as designated by the Mayor and City Council by motion or other appropriate action, including, without limitation, any applicable “deputy,” “associate,” or “assistant” official. Written evidence of any such designation shall be provided to the Administration. Notwithstanding the foregoing sentence, in the event two or more officials are charged with responsibility for taking any actions in accordance with the provisions of this Ordinance and only one such position is filled at the applicable time, any such action may be taken solely by the remaining official.

(d) References in this Ordinance to the phrases “to finance”, “to pay” or “to fund” or similar phrases shall be deemed to refer to and include “to reimburse” or “to refinance” or similar phrases.

(e) References in this Ordinance to the phrase “including” and similar phrases shall be deemed to refer to and include “including, but not limited to”, “including, without limitation,” or similar phrases.

(f) To the extent not paid from proceeds of the Bonds, the Issuer shall pay costs of issuance relating to the Bonds from other available sources.

(g) The proceeds of the Bonds, including any premium of the Administration’s Bonds that may be allocated to the Issuer, are hereby appropriated for purposes of the Project and the other purposes specified in this Ordinance.

(h) The title of this Ordinance shall be deemed to be, and is, a fair summary of this Ordinance for all purposes.

(i) Pursuant to Section 4-232(b) of the Act, this Ordinance shall be subject to petition to referendum by the qualified voters of the Issuer in accordance with Section 82A(c) of the Charter provided that the petition is filed not later than 20 days after this Ordinance is passed by the Mayor and City Council. The provisions of Section 82A(c) of the Charter allowing for a referendum petition to be filed within 30 days following passage of a bond ordinance shall be disregarded and the provisions of Section 4-232(b) of the Act shall control the period in which any referendum petition must be filed.

(j) The Mayor’s signature on this Ordinance constitutes and signifies his approval of this Ordinance as required by Section 4-232(a)(1)(ii) of the Act.

[CONTINUED ON FOLLOWING PAGE]

(k) The provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated hereby.

MAYOR AND CITY COUNCIL OF
CUMBERLAND

(SEAL)

Raymond M. Morriss
Mayor

ATTEST:

Allison K. Layton, City Clerk

Introduced: _____, 2023

Passed: _____, 2023

Effective: _____, 2023

Exhibit A. – Form of Bond

#229258;10002.078

[FORM OF BOND]

EXHIBIT A

**United States of America
State of Maryland
Mayor and City Council of Cumberland
Infrastructure Bond, 2023 Series [A]**

No. R-_____ \$_____

Mayor and City Council of Cumberland, a municipal corporation duly organized and existing under the Constitution and laws of the State of Maryland (the “Issuer”), hereby promises to pay to the

Maryland Community Development Administration

or its registered assigns, the principal amount of _____ Dollars (\$_____), plus interest on each unpaid principal installment at rates per annum resulting in the total interest cost (“TIC”) (expressed as a yield) set forth on Exhibit A attached hereto, in lawful money of the United States of America, as follows: (a) interest on the outstanding and unpaid principal of this bond shall be due and payable in semiannual payments commencing on _____, 20____, and continuing on the first day of [October] and [April] in each year thereafter until final maturity; and (b) principal of this bond shall be paid commencing on _____ and on [April 1] in each year thereafter until final maturity in the aggregate amount of principal installments as set forth on Exhibit A. Payment of the principal hereof and the interest due hereon shall be made by check mailed to the address of the registered owner of this bond as shown on the registration books maintained by the Issuer, or in such other manner and to such other address as the registered owner of this bond may designate. If any payment of the principal of or interest on this bond shall be due on a day other than a Business Day (defined herein), such payment shall be made on the next Business Day with like effect as if made on the originally scheduled date. A “Business Day” is any day other than a Saturday, Sunday or legal holiday in the State of Maryland observed as such by the Issuer.

In the event any payment hereon (whether principal, interest or both) is not paid when due and payable, such payment shall continue as an obligation of the Issuer and shall bear interest until paid at the rate or rates of interest borne by this bond.

This bond, designated as “Mayor and City Council of Cumberland Infrastructure Bond, 2023 Series [A]” (this “Bond”), is a general obligation of the Issuer, and has been duly issued by the Issuer for the purpose of providing all or a portion of the funds necessary for (i) financing and/or refinancing costs of certain projects identified as follows: (A) office equipment and information technology improvements, equipment and software (including, without limitation, Wi-Fi access points, switches, servers, phone systems, and surveillance equipment), (B) new

and/or replacement vehicles (including, without limitation, patrol vehicles, administration vehicles, utility vehicles, light and heavy duty trucks, sport utility vehicles, utility terrain vehicles and ambulances, and equipment for any of the foregoing) and vehicle improvements/equipment for use by various City departments, including the Police, Fire, Street, Parks & Recreation, Water Distribution, Sanitary Sewer, and Flood Control Departments, (C) facility and infrastructure improvements (including, without limitation, a fire station engine exhaust system, design of a new filter building for the water distribution system, and wastewater treatment plant roof replacement/improvements), and/or (D) water system, sewer system and flood control improvements and equipment (including, without limitation, anthracite and sand filter media, cathodic protection upgrades, SCADA system equipment and improvements, water main replacements, reservoir control valve improvements, water tank improvements, influent screen design and construction, flood control concrete repairs, and anaerobic digester improvements), (ii) funding a portion of a capital reserve fund and/or other reserves required by the Administration, and/or (iii) paying issuance and other costs related to this Bond. Unless paid from other sources, the Issuer covenants that so long as any portion of this Bond is outstanding and not paid, it shall levy annually, in the manner prescribed by law, ad valorem taxes on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation in rate and amount sufficient to provide for the payment of the principal of and interest on this Bond as the same become due and payable.

This Bond is issued pursuant to the authority of Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended, Sections 81 and 82A of the Charter of the Issuer, and Ordinance No. _____ of the Issuer passed by the Mayor and City Council of the Issuer on _____, 2023 and effective on _____, 2023 (the “Ordinance”). The full faith and credit of the Issuer are hereby irrevocably pledged to the payment of the principal of this Bond and the interest to accrue hereon.

This Bond is issued in connection with the Local Government Infrastructure Financing Program of the Community Development Administration, a governmental unit in the Division of Development Finance of the Department of Housing and Community Development, a principal department of the government of the State of Maryland (the “Administration”). This Bond is subject to the terms and conditions of the Repayment Agreement dated as of _____, 2023, between the Issuer and the Administration (the “Repayment Agreement”).

This Bond is subject to prepayment by the Issuer to the extent provided in the Repayment Agreement.

Notice of prepayment shall be given, the date of prepayment determined, and all prepayments of this Bond shall be applied in accordance with the provisions of the Repayment Agreement.

The Issuer may treat the person in whose name this Bond is registered as the absolute owner hereof, whether or not this Bond shall be overdue, for the purpose of receiving payment thereof and for all other purposes whatsoever, and shall not be affected by any notice to the contrary, except as provided below.

This Bond is assignable and upon such assignment the assignor shall promptly notify the Issuer by certified mail, and the assignee shall surrender this Bond to the Issuer for transfer on the registration records and verification of the portion of the principal amount hereof and interest hereon paid or unpaid, and every such assignee shall take this Bond subject to such condition. In connection with any transfer of this Bond, the Issuer may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer and any reasonable fees or expenses of the Issuer incurred in connection with such transfer.

Principal of this Bond is paid in annual installments and this Bond is subject to partial redemption without any notation of such payment being made on this Bond or the surrender of this Bond for cancellation and the issuance of a new Bond or Bonds in the amount of the unpaid principal hereof. Accordingly, the outstanding principal of this Bond may be less than the stated face amount hereof and any purchaser or transferee of this Bond should contact the Issuer and the prior owner of this Bond to ascertain the outstanding face amount hereof.

As declared by Section 4-231(c) of the Housing and Community Development Article of the Annotated Code of Maryland, as amended, this Bond shall have and possess all the attributes of negotiable instruments as provided in Section 19-224 of the Local Government Article of the Annotated Code of Maryland, as amended. This Bond is issued with the intent that the laws of the State of Maryland shall govern its construction.

No recourse shall be had for the payment of the principal of, the interest on, or for any claim based hereon or on the Ordinance against any elected or appointed official or employee, past, present or future of the Issuer or any agency thereof; and any such recourse, claim or liability is expressly waived by acceptance by the owner of the delivery of this Bond.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened and to be performed precedent to and in the issuance of this Bond does exist, has been done, has happened and has been performed in full and strict compliance with the Constitution and laws of the State of Maryland, the Charter of the Issuer and the proceedings of the Issuer.

IN WITNESS WHEREOF, Mayor and City Council of Cumberland has caused this Bond to be signed in its name by the manual or facsimile signature of its Mayor and its corporate seal to be affixed hereto and attested by the manual signature of the City Clerk, as of _____, 2023.

(SEAL)

ATTEST:

MAYOR AND CITY COUNCIL OF
CUMBERLAND

City Clerk

By: _____
Mayor

BOND PAYMENT SCHEDULE

[Repayment Schedule to be Inserted.]

Each installment of Principal and Interest or Interest alone shall be the aggregate of amounts set forth in this Exhibit A for the date of such payment as shown under the heading designated "Total."

File Attachments for Item:

. Order 27,160 - declaring certain City-owned properties to be surplus and authorizing them for public sale

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

ORDER NO. 27,160

DATE: January 17, 2023

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain parcels of property identified herein; and

WHEREAS, the Mayor and City Council have determined that these properties are no longer needed for any public use and will be offered for sale to the general public;

IT IS, THEREFORE, ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT:

1. The following properties are hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland:

1. 766 Maryland Avenue Tax ID No. 04-009746

2. After the passage of twenty (20) days from the date of this Order, the Mayor and City Council may pass an Ordinance authorizing the execution of a deed effecting the conveyance of any or all of the properties to a purchaser, and the City may proceed with the transfer of any or all of the properties in accordance with the terms of said Ordinance

Raymond M. Morriss, Mayor

Real Property Data Search ()

Search Result for ALLEGANY COUNTY

View Map			View GroundRent Redemption			View GroundRent Registration				
Special Tax Recapture: None										
Account Identifier:			District - 04 Account Number - 009746							
Owner Information										
Owner Name:			CUMBERLAND MAYOR & CITY COUNCIL				Use:		EXEMPT	
Mailing Address:			57 N LIBERTY ST CUMBERLAND MD 21502-				Principal Residence:		NO	
							Deed Reference:		/02823/ 00135	
Location & Structure Information										
Premises Address:			766 MARYLAND AVE CUMBERLAND 21502-0000				Legal Description:		766 MARYLAND AVE GROSS-TANZER ADN 44X127 108	
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	
0109	0017	2381	6050001.01	0000				2021	Plat Ref:	
Town: CUMBERLAND										
Primary Structure Built			Above Grade Living Area		Finished Basement Area		Property Land Area		County Use	
1900			1,789 SF				5,181 SF			
Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements			
2	YES	STANDARD UNIT	BRICK/	3	2 full					
Value Information										
Land: Improvements Total: Preferential Land:			Base Value		Value		Phase-in Assessments			
					As of		As of		As of	
					01/01/2021		07/01/2022		07/01/2023	
			4,600		4,600					
			1,000		1,000					
			5,600		5,600		5,600			
			0		0					
Transfer Information										
Seller: SHRYOCK MARK				Date: 10/13/2022				Price: \$0		
Type: NON-ARMS LENGTH OTHER				Deed1: /02823/ 00135				Deed2:		
Seller: WALTERS NICHOLAS				Date: 11/16/2015				Price: \$49,000		
Type: ARMS LENGTH MULTIPLE				Deed1: /02177/ 00164				Deed2:		
Seller: KASECAMP JACOB E-VICKI L				Date: 08/20/2015				Price: \$2,525		
Type: NON-ARMS LENGTH OTHER				Deed1: /02157/ 00143				Deed2:		
Exemption Information										
Partial Exempt Assessments: Class						07/01/2022		07/01/2023		
County:			670			0.00		5,600.00		
State:			670			0.00		5,600.00		
Municipal:			670			0.00 5,600.00		0.00 5,600.00		
Special Tax Recapture: None										
Homestead Application Information										
Homestead Application Status: No Application										
Homeowners' Tax Credit Application Information										
Homeowners' Tax Credit Application Status: No Application						Date:				

File Attachments for Item:

. Order 27,161 - declaring computer equipment as surplus property and authorizing it to be scrapped or e-cycled

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

ORDER NO. 27,161

DATE: January 17, 2023

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

WHEREAS, the Mayor and City Council authorize this equipment to be scrapped or e-cycled;

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

Item	Serial Number
Cisco VCS C220 M4	74-12502-02 A0
HP Proliant DL360P	MXQ3490BSK
Dell Poweredge R410	7SV4YQ1
Dell Poweredge R410	7SVBXQ1
HP Proliant DL360P	MXQ3410B7Y
IBM System x3250 M2	99B0634
Dell PowerEdge 2950	66FGLF1
HP Proliant DL360P	MXQ3490BW2
HP Proliant DL360P	MXQ3500G5M
Cisco C2960 Stack	FOC1746V133
Cisco C2960 Stack	FOC1746V12Z
Nimble CS215	AF-122061
Nimble CS215	AF-105608

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,162 - declaring Cumberland Police Department Unit #2 (2006 Dodge Durango, Vin# 1D4HB38N06F172715) surplus for sale or scrap

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

ORDER NO. 27,162

DATE: January 17, 2023

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

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

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

<i>Unit</i>	<i>Department</i>	<i>Vehicle</i>	<i>VIN / Serial No.</i>
2	Police	2006 Dodge Durango	1D4HB38N06F172715

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: January 17, 2023

Key Staff Contact: Captain James Burt, Acting Chief of Police

Item Title: Surplus 2006 Dodge Durango

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

Recommendation to declare Cumberland Police Department Unit #2 (2006 Dodge Durango, Vin# 1D4HB38N06F172715) surplus for sale or scrap.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. Order 27,163 - awarding Neighborhoods Matter grant funding, supported by the American Rescue Plan Act for Community Development Property Improvement, to three properties in a total not to exceed \$88,303.74

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

ORDER NO. 27,163

DATE: January 17, 2023

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

THAT, the following projects be awarded Neighborhoods Matter grant funding, supported by the American Rescue Plan Act (ARPA) for Community Development Property Improvement, originally approved by Order 26,961 on 2/15/22, as follows:

Project	Funding Amount
711 Greene Street (Mary Beatty) – Project Awarded to OGT Roofing	\$29,500.00
425 Walnut Street (Thomas and Mary Harrison) – Project Awarded to C3 Home Renovations, LLC.	\$28,315.00
102 Grand Avenue (Ronald Welsh) – Project Awarded to Jack Abell, Inc.	\$30,488.74
Total:	\$88,303.74

Raymond M. Morriss, Mayor

Budget: 001.080.52055 (ARPA Community Projects)

File Attachments for Item:

. Order 27,164 - authorizing the execution of an Employment Agreement with Chuck Ternent, Chief of Police for a three year term

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

ORDER NO. 27,164

DATE: January 17, 2023

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

THAT, the Mayor be and is hereby authorized to execute an Employment Agreement by and between the Mayor and City Council of Cumberland and John Charles Ternent for the position of Chief of the Cumberland City Police Department; and

BE IT FURTHER ORDERED, that the term of this agreement shall commence February 20, 2023 and extend until February 19, 2026, and shall renew automatically for a three (3) year renewal term upon the same terms and conditions, and shall automatically renew year to year for successive one (1) year terms after that.

Raymond M. Morriss, Mayor

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”), made this 17th day of January, 2023, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND** (the “City”), a municipal corporation duly formed and existing under the laws of the State of Maryland, and **JOHN CHARLES TERNENT** (“Ternent”).

RECITALS:

WHEREAS, Section 37 of the Charter of the City of Cumberland (the “City Charter”) provides that the Chief of the Cumberland City Police Department is an executive employee, that the terms of executive employees’ employment may be set forth in contracts, and that executive employees are not considered to be civil service employees

WHEREAS, the City desires to employ Ternent as the Chief of the Cumberland City Police Department (the “Chief”);

WHEREAS, the City has determined that it is in the best interests and welfare of the City of Cumberland to employ Ternent as the Chief; and

WHEREAS, it is the desire of Ternent to accept such employment subject to the terms and conditions of this Agreement.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

1. Recitals. The Recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement as though they were fully set forth again herein.

2. Appointment. The City hereby employs Ternent for the position of Chief, and Ternent hereby accepts the said employment, which said employment shall be subject to the terms and conditions of this Agreement. Said employment shall commence February 20, 2023, and extend until February 19, 2026 unless otherwise earlier terminated in accordance with the provisions of Section 11 of this Agreement. Upon the expiration of the initial term of this Agreement, it shall automatically renew for a three (3) year renewal term upon the same terms and conditions as set forth herein unless either party provides written notice to the other at least one hundred and eighty (180) days prior to the expiration of the initial or any renewal term of their decision not to renew it. Upon the expiration of the first renewal term of this Agreement, it shall automatically renew from year to year for successive one (1) year renewal terms upon the same terms and conditions as set forth herein unless either party provides written notice to the other at least one hundred and

eighty (180) days prior to the expiration of the initial or any renewal term of their decision not to renew this Agreement.

3. Duties of Ternent. Ternent shall perform those duties set forth in §§42(b)) & 65 of the City Charter, and further shall perform any and all such other duties as may be prescribed by the City. Said duties shall include, but not be limited to:

A. Conducting and managing the day-to-day operations of the City of Cumberland Police Department (the “Police Department”);

B. Administering and enforcing the rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;

C. Having, exercising, and discharging the functions, powers and duties of the police force;

D. Delegating such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;

E. Prescribing the duties and assignments of all subordinates and other personnel;

F. Attending the regular and special meetings of the City’s Mayor and City Council unless excused from attending by the City Administrator

G. Complying with the City Charter, City Code, City ordinances, orders and resolutions, and the policies and directives of the City; and

H. Discharging the functions and duties of his position honestly, faithfully and loyally, acting at all times in the best interest of the City.

In the discharge of his duties, Ternent shall be governed by the City Charter, the Cumberland City Code (the “City Code”), and other ordinances, resolutions and orders of the City, the rules and regulations for the governance of the Police Department, and applicable state and federal law, such as is now in effect or as may be enacted, amended or modified subsequent to the date of the execution of this Agreement. Furthermore, Ternent shall render services pursuant to the terms of this Agreement in such executive, supervisory and general administrative capacities as the City shall from time to time determine.

It is understood and agreed that Ternent shall devote his full-time employment and attention and his best efforts to the performance of his duties as set forth herein. It is further understood and agreed that he shall regularly be required to work more than forty (40) hour work weeks in the fulfillment of said duties. In furtherance of the fulfillment of the said duties, Ternent shall be prohibited from accepting any work other than his employment as Chief, whether as an employee or on an independent contractual basis, temporary or permanent, part-time or full-time,

during the term and any renewal terms of this Agreement except as may be permitted by the City, subject to the limitation that said outside employment shall not interfere with Ternent's fulfillment of his obligations under the terms of this Agreement.

4. Duties of the City. The City hereby agrees that, to the greatest extent possible and subject to applicable law, it shall provide full cooperation, support and direction to Ternent so as assist him with respect to the implementation and continuation of his duties as Chief.

5. Salary. The City hereby agrees that Ternent shall receive a salary in the amount of One Hundred Six Thousand Nine Hundred Seven Dollars (\$106,907.00) per annum, payable on regular City paydays and in accordance with the payroll procedures of the City now in force or as may be amended from time to time. Said salary shall increase annually by the cost of living adjustment provided by the City to all other employees commencing on July 1, 2023 and each July 1 thereafter.

6. Office Support. The City shall provide an office, supplies and equipment therefor, as the same are necessary for the professional and effective performance of Ternent's duties as Chief.

7. Benefits. Ternent shall be entitled to the following benefits:

A. All holidays normally observed by the City.

B. Ternent shall have six (6) weeks paid vacation each fiscal year, said vacation to be earned consistent with the City's policy. Said vacation shall be non-cumulative and shall not carry over from year to year.

Upon the termination or expiration of this Agreement, Ternent shall be entitled to compensation for any vacation leave he has accrued but not used if the termination or expiration is other than for "cause" and it is because Ternent elected to retire.

Ternent shall be entitled to sell back up to ten (10) days of vacation leave annually no later than June 30 each year.

C. Ternent shall accrue sick leave in the same manner as other non-union City employees. Sick leave shall be cumulative without limit as to carry over from year to year. He shall be entitled to sell back up to sixty (60) hours of sick leave annually. He shall not receive any compensation for sick leave he has accrued but not used effective the date of the termination or expiration of this Agreement.

D. Ternent shall be entitled to the health insurance benefits set forth in the Handbook for Full-Times Non-Union Employees subject to the terms set forth therein. In the event he does not wish to be insured through the City, he shall be entitled to the benefits of the Insurance Opt-Out Program described in the aforesaid Handbook.

E. Ternent has a deferred compensation plan through his employment with the City. The City will contribute \$12,000 to that plan annually, said contributions to be made in equal installments during the course of the fiscal year.

F. Unless set forth otherwise above, Ternent shall be entitled to the same benefits as the City's full-time non-union employees.

Ternent is retired under the LEOPS retirement plan. The City shall not make any additional contributions to this plan.

8. Death and Disability.

8.1. Death. If Ternent dies prior to the expiration of the term or any renewal term of this Agreement, all obligations of the City to Ternent will cease as of the date of Ternent's death.

8.2. Disability. If Ternent is unable to perform substantially all of his duties under this Agreement because of illness, accident or other disability other than a disability incurred as a result of an injury arising out of and during the course of his employment with the City (collectively referred to as "Disability"), and the Disability continues for more than three consecutive months or an aggregate of more than four (4) months during any six (6) month period, then the City may terminate this Agreement. If Ternent or the City asserts at any time that Ternent is suffering a Disability, the City may cause Ternent to be examined by a doctor or doctors selected by the City, and Ternent will submit to all required examinations and will cooperate fully with such doctor or doctors and, if requested to do so, will make available to them his medical records. Ternent's own doctor may be present.

In the event Ternent becomes disabled as a result an injury arising out of or during the course of his employment with the City, his employment under the terms of this Agreement shall continue for no more than two (2) years subject to the City's policy relative to workers' compensation disabilities.

9. Take Home Vehicle. The City shall provide Ternent with a take-home vehicle, subject to the terms and conditions of the City of Cumberland Police Department Take Home Vehicle Program approved by the City under the terms of Order No. 23,935 dated October 21, 2003, subject to amendments and modifications thereto as may be effected by the City from time to time subsequent to the date of the execution of this Agreement.

10. Professional Associations, Memberships and Training. The City encourages participation in and agrees to appropriate and expend funds for Ternent to maintain his membership in appropriate state and national law enforcement organizations. The City further agrees to make reasonable efforts to appropriate and expend funds for Ternent to attend training and/or conferences as agreed upon in accordance with applicable City travel policies.

11. Termination. This Agreement may be terminated upon any of the following terms and conditions:

11.1. Termination Upon Mutual Consent. Upon mutual consent, upon such terms and conditions as agreed in writing by the parties hereto, this Agreement may be terminated. Such a termination shall not be considered to be a termination for cause.

11.2. Termination for Cause. In the event that City wishes to terminate Ternent's employment under the terms of this Agreement, it is agreed and acknowledged that any such termination will be based upon "cause" and that said "cause" shall be defined as:

(i) a substantial breach by Ternent of his obligations under the terms of this Agreement, the City Charter, as now in force or as may hereafter be amended, the City Code, as now in force or as may be hereafter amended;

(ii) Ternent's conviction of a felony;

(iii) Ternent's conviction for any crime punishable as a felony or involving moral turpitude;

(iv) Ternent's use of alcohol or a controlled substance which impairs his ability to effectively perform his duties and obligations under this Agreement; or

(v) any action by Ternent which is likely, in the City's opinion, to damage the City's image in the eyes of its citizens and any such action has not been removed or corrected, provided it is capable of being removed or corrected, to the reasonable satisfaction of the City within ten (10) days of written notice thereof to Ternent.

It is specifically agreed that upon termination for "cause", Ternent shall be entitled to receive his salary and benefits to the date of said termination but no longer. He shall not be compensated for any accrued but unused vacation or sick leave.

11.3. Termination other than for Cause. In the event the City elects to terminate this Agreement other than for cause before the expiration of the Initial Term or any renewal term of this Agreement and, at the time of the termination, Ternent is willing and able to perform his duties under this Agreement but for his termination, it shall pay him a lump sum cash payment equal to one hundred eighty (180) days aggregate salary and benefits. He shall also be compensated for all earned and unused vacation leave accrued as of the date of the termination and for up to sixty (60) hours of sick leave in accordance with the terms of section 7.C. Otherwise, Ternent shall be entitled to receive his salary and benefits to the date of said termination but no longer.

12. Professional Liability. The City agrees to defend, hold harmless and indemnify Ternent for any and all claims brought against Ternent arising out of his actions within the scope of the employment relationship with the City, subject to the exceptions and limitations set forth in

the Local Government Tort Claims Act (Md. Cts. & Jud Proc. Code Ann. §§ 5-301, *et seq.*, as may be amended from time to time) and applicable law. The City agrees to carry appropriate insurance therefore through the City's insurance program.

13. Use And Return of City Property. Ternent recognizes and agrees that personal property is provided by the City to Ternent, which personal property shall be and remain the property of the City. Further, Ternent will preserve, use and hold City property for the benefit of the City for the purpose of carrying out the City's business. Be it further recognized that reasonable personal use of said property will be considered reasonable and customary for this professional position. When Ternent's employment terminates, Ternent will immediately deliver to the City all City property that Ternent has in his possession or control.

14. Relationship of The Parties. The relationship between the parties hereto is that of Employer and Employee. Ternent shall have no authority to enter into any contracts binding upon the City, except as shall be specifically authorized in writing by the City.

15. Prior Agreements. This Agreement supersedes and takes the place of all prior agreements relative to the City's employment of Ternent. As of February 20, 2023, any such agreements shall be of no further force and effect.

16. Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement or as a result of a breach of its terms, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action as well as his court costs and reasonable litigation expense.

17. Modification or Amendments. No amendment, change or modification of this Agreement shall be valid unless amendment, change or modification is in writing and signed by both of the parties hereto.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations of previous agreements between the parties with respect to all or any part of the subject matter.

19. Waiver. Failure of either party at any time to require the performance of any of the provisions of this Agreement shall not limit the parties' rights to enforce them, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision itself or of any other provision.

20. Severability. That each section of this Agreement shall be severable, and should any section hereof be deemed to be unconstitutional, illegal or void, said determination shall not affect the validity or enforceability of any other section. The parties hereto agree that should any such clause be declared to be unconstitutional, illegal or void, then the parties hereto agree to attempt to renegotiate said term so as to effect the intent of the parties under terms that are constitutional,

legal and enforceable.

21. Binding Effect. This Agreement shall be binding upon the parties hereto, their respective heirs, personal representatives, administrators, executors, successors, assigns, and transferees in interest.

22. Assignability. This Agreement may not be assigned without the written consent of the parties hereto.

23. 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.

24. Governing Law. This Agreement shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. It shall be enforceable by means of an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commenced in an inconvenient forum or one that lacks proper venue.

25. 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.

26. Jury Trial Waiver. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

WITNESS/ATTEST:

_____(SEAL)
John Charles Ternent

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

Allison Layton, City Clerk

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

File Attachments for Item:

. Order 27,165 - authorizing the Acting Chief of Police to accept a FY22 Edward Byrne Memorial Justice Assistance Grant award in the amount of \$13,131 to be used to purchase additional less lethal weapons and equipment to be utilized by the Cumberland Police Department and the Allegany County Sheriff's Office

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

ORDER NO. 27,165

DATE: January 17, 2023

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

THAT the Acting Chief of Police be and is hereby authorized to accept a FY22 Edward Byrne Memorial Justice Assistance Grant in the amount of Thirteen Thousand One Hundred Thirty-One Dollars and No Cents (\$13,131) which will be utilized to purchase additional less lethal weapons and equipment to be utilized by the Cumberland Police Department and the Allegany County Sherriff's Office.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: January 17, 2023

Key Staff Contact: Captain James Burt, Acting Chief of Police

Item Title: FY22 Edward Byrne Memorial Justice Assistance Grant (BJAG) Lethal & Less Lethal Weaponry

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

Authorize the Acting Chief of Police to accept a FY22 Edward Byrne Memorial Justice Assistance Grant award in the amount of \$13,131 to be used to purchase additional less lethal weapons and equipment to be utilized by the Cumberland Police Department and the Allegany County Sheriff's Office.

Amount of Award: \$13,131.00

Budget number:

Grant, bond, etc. reference: Grant

Award Letter

September 23, 2022

Dear Chuck Ternent,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CUMBERLAND, CITY OF for an award under the funding opportunity entitled 2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation. The approved award amount is \$13,131.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation

Application Number

GRANT13690442

Awarding Agency

OJP

Program Office

BJA

Grant Manager Name

Shaketta Cunningham

Phone Number

[202-514-4493](tel:202-514-4493)

E-mail Address

Shaketta.Cunningham@usdoj.gov

Project Title

Lethal and Less Than Lethal Weaponry Project

Performance Period Start Date

10/01/2021

Performance Period End Date

09/30/2023

Budget Period Start Date

10/01/2021

Budget Period End Date

09/30/2023

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs.

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

File Attachments for Item:

. Order 27,166 - authorizing the execution of Change Order #1 for the Sole Source contract from Belt Paving, Inc., to pave Queen City Drive (Winston Street) and Virginia Avenue, City Project No. 2022-18-PVG, in the lump sum price not to exceed Eighty-Four Thousand Nine Hundred Forty-One Dollars and Fourteen Cents (\$84,941.14)

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

ORDER NO. 27,166

DATE: January 17, 2023

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

THAT, the City Administrator be and is hereby authorized to execute Change Order #1 for the Sole Source contract from Belt Paving, Inc., P.O. Box 1002, Cumberland, MD 21501-1002, to pave Queen City Drive (Winston Street) and Virginia Avenue, City Project No. 2022-18-PVG, in the lump sum price not to exceed Eighty-Four Thousand Nine Hundred Forty-One Dollars and Fourteen Cents (\$84,941.14), an increase of Ten Thousand Three Hundred Twenty-Seven Dollars and Eighty-Four Cents (\$10,327.84) over the original amount approved by Order 27,033, dated July 5, 2022.

Raymond M. Morriss, Mayor

Budget: 127.101.63000

Council Agenda Summary

Meeting Date: 1/17/2023

Key Staff Contact: Matt Idleman, PE

Item Title:

Change Order #1 for Queen City Drive & Virginia Avenue Paving (2022-18-PVG)

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

Change Order request for the sole source request to award Belt Paving Inc. with a contract to pave Queen City Drive (Winston Street) and Virginia Avenue for the estimated lump sum cost of \$84,941.14 per the breakdown below:

Virginia Avenue - \$41,251.70

Queen City Drive (Winston Street) - \$43,689.44

Total: \$84,941.14

The estimate originally was for a grand total of \$74,613.30 however actual work came out to the cost of \$84,941.14 per the breakdown above. This change order request is to amend the original M&CC order 27,033 of \$74,613.30 to \$84,941.14 with the increase of \$10,327.84.

The project is budgeted for this fiscal year, and utilizes City funds.

Amount of Award: \$10,327.84

Budget number: 127.101.63000

Grant, bond, etc. reference: City Funds

INVOICE

P.O. BOX 1002
CUMBERLAND, MD 21501-1002
Telephone 301-729-8994
Fax 301-729-0921

TO: City of Cumberland
 20 Bedford Street
 Cumberland, MD 21502

DATE: 9/23/2022
INVOICE NO: 5716

TERMS — NET 15 DAYS

INTEREST AT THE RATE OF 1½ % PER MONTH (ANNUAL RATE 18%) WILL BE CHARGED ALL BALANCES THAT BECOME 30 DAYS

RE: PO #2023-387
 BP Job #5923
 Queen City Drive (Winston Street) and Virginia Avenue

Virginia Avenue

Item #	Description	Quantity	Unit	Unit Price	Extension
1001	PA for Diesel	1,611	ea	\$ 1.00	\$ 1,611.39
1004	Maintenance of Traffic	1	dy	\$ 1,500.00	\$ 1,500.00
1006	Arrow Panel	1	dy	\$ 35.00	\$ 35.00
1008	Flaggers	36	hr	\$ 100.00	\$ 3,600.00
5005	12.5 mm for Surface	277.85	tn	\$ 88.65	\$ 24,631.40
5008	PA for Asphalt	4125.57	ea	\$ 1.00	\$ 4,125.57
5012	Milling - 0 to 2.5M	2239.7	sy	\$ 2.20	\$ 4,927.34
5015	5" Yellow Paint	1240	lf	\$ 0.40	\$ 496.00
5020	24" White Thermo	13	lf	\$ 25.00	\$ 325.00

\$ 41,251.70

Queen City Drive and Winston Street

Item #	Description	Quantity	Unit	Unit Price	Extension
1001	PA for Diesel	1,711	ea	\$ 1.00	\$ 1,710.55
1002	5" Yellow Paint	238	lf	\$ 0.13	\$ 30.94
1003	5" White Paint	456	lf	\$ 0.13	\$ 59.28
1004	Maintenance of Traffic	1.5	dy	\$ 1,500.00	\$ 2,250.00
1006	Arrow Panel	1.5	dy	\$ 35.00	\$ 52.50
1008	Flaggers	24	hr	\$ 100.00	\$ 2,400.00
5005	12.5 mm for Surface	283	tn	\$ 88.65	\$ 25,087.95
5008	PA for Asphalt	4,174	ea	\$ 1.00	\$ 4,173.62
5012	Milling - o to 2.5"	2547	sy	\$ 2.20	\$ 5,603.40
5014	5" White Paint	337	lf	\$ 0.40	\$ 134.80
5015	5" Yellow Paint	376	lf	\$ 0.40	\$ 150.40
5020	24" White Thermo	47	lf	\$ 25.00	\$ 1,175.00
5021	White Thermo Symbols	41	sf	\$ 21.00	\$ 861.00

\$ 43,689.44

Total Amount Due This Invoice:

\$ 84,941.14

**Bill To**

20 Bedford Street
Public Safety Building
Cumberland, MD 21502

Ship To

20 Bedford Street
Public Safety Building
Cumberland, MD 21502

Reprint Purchase Order

No. 2023-00000387

09/22/22

Vendor 300893 BELT PAVING, INC.

Contact

BELT PAVING, INC.
P O BOX 1002
CUMBERLAND, MD 21501-1002

Deliver by**Ship Via****Freight Terms****Originator**

Derrick Grimm

Resolution Number**Payment Terms**

Status	Quantity U/M	Description	Unit Cost	Total Cost
Open	1.0000 EA	IMPROVEMENTS NOT BUILDINGS	\$74,613.3000	\$74,613.30
<i>Item Description</i> Queen City Drive (Winston Street) and Virginia Avenue				
<i>G/L Account</i>		<i>Project</i>	<i>Amount</i>	<i>Percent</i>
127.101 63000 (Improvements Not Bldgs)				100.00%

Level	Level Description	Date	Approval User
1	Entry	9/22/2022	Derrick Grimm
5	Comptroller	9/22/2022	Rachel Diehl

Total Due \$74,613.30

Open Total Cost	\$74,613.30
Amount Voided	
Open Amount Expensed	
Open Amount Encumbered	\$74,613.30
Amount Discounted	
Open Amount Remaining	\$74,613.30

Special Instructions

**BELT PAVING JOB #5923-CITY OF CUMBERLAND-VIRGINIA AVENUE AND QUEEN CITY DRIVE/WINSTON PLACE
DETAIL BREAKDOWN OF QUANTITIES**

	#1001	#1002	#1003	#1004	#1006	#1008	#5005	#5008	#5012	#5014	#5015	#5020	#5021
	PA for Diesel	5" Temp Yellow	5" Temp White	Main of Traffic	Arrow Panel	Flaggers	12.5mm for Surface	PA for Asphalt	Milling 0-2.5"	5" Perm White	5" Perm Yell Paint	24" White Thermo	White Thermo Symbols
VIRGINIA AVE:													
Monday, August 1, 2022	1611.39	0	0	1	1	36	277.85	4125.57	2239.7	0	0	0	0
Tuesday, August 2, 2022	0	0	0	*on Va Ave*	0	*on Va Ave*	0	0	0	0	1240	0	0
Monday, August 29, 2022	0	0	0	*pd by SHA*	*pd by SHA*	*pd by SHA*	0	0	0	0	0	13	0
Total Quantities	1611.39	0	0	1	1	36	277.85	4125.57	2239.7	0	1240	13	0
Unit Prices	\$ 1.00	\$ 0.43	\$ 0.43	\$ 1,500.00	\$ 35.00	\$ 100.00	\$ 88.65	\$ 1.00	\$ 2.20	\$ 0.40	\$ 0.40	\$ 25.00	\$ 21.00
Amount Earned	\$ 1,611.39	\$ -	\$ -	\$ 1,500.00	\$ 35.00	\$ 3,600.00	\$ 24,631.40	\$ 4,125.57	\$ 4,927.34	\$ -	\$ 496.00	\$ 325.00	\$ -

QUEEN CITY DR:

Thursday, July 21, 2022	0	175	228	*pd by SHA*	*pd by SHA*	*pd by SHA*	0	0	378	0	0	0	0
Tuesday, July 26, 2022	156.33	0	228	*pd by SHA*	*pd by SHA*	*pd by SHA*	21	297.6	0	0	0	0	0
Wednesday, July 27, 2022	156.33	63	0	*pd by SHA*	*pd by SHA*	*pd by SHA*	21	297.6	0	0	0	0	0
Tuesday, August 2, 2022	788.68	0	0	1	1	24	135.97	2018.91	1223.73	337	376	0	0
Monday, August 29, 2022	0	0	0	*pd by SHA*	*pd by SHA*	*pd by SHA*	0	0	0	0	0	47	41
Tuesday, September 13, 2022	609.21	0	0	0.5	0.5	0	105.03	1559.51	945.27	0	0	0	0
Total Quantities	1710.55	238	456	1.5	1.5	24	283	4173.62	2547	337	376	47	41
Unit Prices	\$ 1.00	\$ 0.13	\$ 0.13	\$ 1,500.00	\$ 35.00	\$ 100.00	\$ 88.65	\$ 1.00	\$ 2.20	\$ 0.40	\$ 0.40	\$ 25.00	\$ 21.00
Amount Earned	\$ 1,710.55	\$ 30.94	\$ 59.28	\$ 2,250.00	\$ 52.50	\$ 2,400.00	\$ 25,087.95	\$ 4,173.62	\$ 5,603.40	\$ 134.80	\$ 150.40	\$ 1,175.00	\$ 861.00
Total Amount Earned	\$ 3,321.94	\$ 30.94	\$ 59.28	\$ 3,750.00	\$ 87.50	\$ 6,000.00	\$ 49,719.35	\$ 8,299.19	\$ 10,530.74	\$ 134.80	\$ 646.40	\$ 1,500.00	\$ 861.00

\$ 84,941.14

MARYLAND STATE HIGHWAY ADMINISTRATION
DIESEL FUEL ADJUSTMENT WORKSHEET

VIRGINIA AVE

Contract No:

Version 8/1/2022

Prevaling Index Month: September 1, 2021

[illegible]

VIRGINIA AVE

MONTHLY ASPHALT PRICE ADJUSTMENT WORKSHEET

[illegible]

MARYLAND STATE HIGHWAY ADMINISTRATION
DIESEL FUEL ADJUSTMENT WORKSHEET

Queen City Drive

Contract No:

Version 8/1/2022

Prevaling Index Month: September 1, 2021

[illegible]

QUEEN CITY DRIVE

CONTRACT NO: Version August 2022

MONTHLY ASPHALT PRICE ADJUSTMENT WORKSHEET

[illegible]

WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1-01-400
 (304) 726-7009 Phone (304) 726-7029 Fax

-Sold To-
 Belt Paving Inc
 P.O. Box 1002
 Cumberland, MD 21501-1002

-Ship To-
 CITY OF CUMBERLAND SHA PIGGYBA

Ticket #: 95062
Date: 07/26/22
Time: 11:02 PM

*** Batch ***

R. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK #	DD633 - 4 Axle	MG	lb	TN
JOB ID	5923	GROSS	19.05	42000
CUSTOMER ID	BELTPAV	TARE	0.00	0
MATERIAL ID	122R	NET	19.05	42000
MATERIAL NAME	12.5mm Level Two RAP			
JMF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
1		21.00	1		21.00

MIN	2490	4510	5010	5070	510	294.0	BATCH
MAX	90	2670	4690	5070	5130	9.0	306.0
NO.	Tare	AGG1	AGG2	AGG3	MNF	Tare	RAP
1	0	2590	4630	5030	5100	0	578
2	0	2590	4600	5040	5110	0	599
3	0	2590	4630	5020	5090	0	612
4	0	2590	4580	5040	5110	0	592
5	0	2570	4630	5040	5100	0	600
6	0	2550	4600	5050	5090	0	596
7	0	2570	4610	5040	5110	0	604

Arrives: _____ **Weigh**
Departs: _____ **Master:** Andrew Lopez

Recv
By: _____

**WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1.01.400**

(304) 726-7009 Phone (304) 726-7029 Fax

-Sold To-
Belt Paving Inc
P.O. Box 1002
Cumberland, MD 21501-1002

-Ship To-
CITY OF CUMBERLAND SHA PIGGYBA

Ticket #: 95216
Date: 07/28/22
Time: 03:00 AM

*** Batch ***

P. O. NUMBER			METRIC	POUNDS	ENGLISH
TRUCK ID	MRS - 4AXLE		MG	lb	TN
JOB ID	5923	GROSS	31.64	69754	34.88
CUSTOMER ID	BELTRAV	TARE	12.59	27760	13.88
MATERIAL ID	122R	NET	19.05	41994	21.00
MATERIAL NAME	12.5mm Level Two RAP				
JMF NUMBER	H176A12R2C01				

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
1		21.00	2		42.00

MIN		2490	4518	5018	5070	510	294.0	BATCH					
MAX		30	2670	4690	5070	5130	9.0	306.0					
NO.	Tare	AB01	AB02	AB03	MIN	Tare	RAP	Tare	ASP1	RapACVirACTotAC	Total		
1	0	2580	4610	5040	5100	0	600	0.0	302.0	0.00	5.03	5.03	6002
2	0	2570	4580	5040	5100	0	602	0.0	301.0	0.00	5.01	5.01	6003
3	0	2570	4590	5040	5100	0	594	0.0	294.0	0.00	4.91	4.91	5988
4	0	2580	4630	5040	5100	0	600	0.0	296.0	0.00	4.94	4.94	5996
5	0	2610	4620	5050	5100	0	594	0.0	301.0	0.00	5.02	5.02	5995
6	0	2570	4580	5030	5100	0	610	0.0	298.0	0.00	4.96	4.96	6008
7	0	2580	4600	5040	5100	0	598	0.0	303.5	0.00	5.06	5.06	6002

Arrives: _____ Weigh
Depart: _____ Master: LUKE STAMBAUGH

Recv
By: _____

WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1.01.400
 (304) 725-7009 Phone (304) 725-7029 Fax

-Sold To-
 Belt Paving Inc
 P.O. Box 1002
 Cumberland, MD 21501-1002

-Ship To-
 CITY OF CUMBERLAND SHA PIGGYBA

Ticket #: 95455
Date: 08/01/22
Time: 11:47 PM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	862 - 4 AXLE	MG	lb	TN
JOB ID	5923	GROSS	31.60	69668
CUSTOMER ID	BELTPAV	TARE	12.56	27680
MATERIAL ID	122R	NET	19.05	41988
MATERIAL NAME	12.5mm Level Two RAP			20.99
JMF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TD DATE	TONS
1		20.99	2		62.99

MIN		2490	4338	5010	5070	510	294.0	BATCH
MAX	90	2670	4518	5070	5130	90	690	9.0 306.0
NO.	Tare	AG01	AG02	AG03	MINF	Tare	RAP	Tare AGP1 RapACVirACTotAC Total
1	0	2630	4450	5040	5100	0	588	0.0 298.0 0.00 4.98 4.98 5986
2	0	2620	4460	5040	5100	0	608	0.0 301.0 0.00 5.01 5.01 6009
3	0	2610	4430	5020	5100	0	584	3.0 301.0 0.00 5.03 5.03 5985
4	0	2580	4440	5050	5100	0	596	2.5 301.5 0.00 5.03 5.03 5998
5	0	2580	4420	5050	5090	0	618	2.0 295.5 0.00 4.92 4.92 6004
6	0	2570	4400	5020	5100	0	598	1.5 297.0 0.00 4.95 4.95 5995
7	0	2620	4450	5010	5100	0	608	1.5 303.0 0.00 5.04 5.04 6011

Arrives: _____ Weigh
 Depart: _____ Master: Bobby Leatherman

Recv
 By: _____

WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1.01.400
 (304) 726-7009 Phone (304) 726-7029 Fax

-Sold To-
 Belt Paving Inc
 P.O. Box 1002
 Cumberland, MD 21501-1002

-Ship To-
 CITY OF CUMBERLAND SHA PIGGYBA

Ticket #: 95456
Date: 08/01/22
Time: 11:54 PM

*** Batch ***

P. G. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	864 - 4 AXLE	MG	lb	TN
JOB ID	5923	GROSS	32.03	70621
CUSTOMER ID	BELTPAV	TARE	12.99	28640
MATERIAL ID	1228	NET	19.04	41981
MATERIAL NAME	12.5mm Level Two RAP			20.99
JMF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
2		41.98	4		83.98

MIN		2490	4338	5010	5070		510	294.0	BATCH
MAX	90	2670	4518	5070	5130	90	690	9.0 306.0	6000
NO.	Tare	ASP1	ASP2	ASP3	MAN	Tare	RAP	Tare	ASP1 RapACVirACTotAC Total
1	0	2570	4440	5050	5110	0	600	0.0 297.0	0.00 4.94 4.94 6007
2	0	2600	4400	5040	5100	0	602	1.0 301.5	0.00 5.02 5.02 6004
3	0	2580	4430	5040	5100	0	590	0.5 293.5	0.00 5.00 5.00 5990
4	0	2590	4400	5050	5100	0	596	0.0 302.5	0.00 5.04 5.04 5998
5	0	2580	4420	5060	5090	0	614	0.0 300.5	0.00 5.00 5.00 6004
6	0	2570	4420	5040	5100	0	606	0.0 300.0	0.00 5.00 5.00 6006
7	0	2620	4450	5080	5080	0	596	0.0 296.0	0.00 4.96 4.96 5972

Arrive: _____ Weigh
 Depart: _____ Master: Bobby Leatherman

Recv
 By: _____

WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1.01.400
 (304) 726-7009 Phone (304) 726-7029 Fax

-Sold To-
 Belt Paving Inc
 P.O. Box 1002
 Cumberland, MD 21501-1002

-Ship To-
 CITY OF CUMBERLAND SHA PIGGYBA

Ticket #: 95457
 Date: 08/02/22
 Time: 12:02 AM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	BW6 - BROADWATER	MG	lb	TN
JOB ID	5923	GROSS	32.11	70786
CUSTOMER ID	BELTAV	TARE	13.05	28760
MATERIAL ID	122R	NET	19.05	42026
MATERIAL NAME	12.5mm Level Two RAP			
JMF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
3		62.99	5		104.99

MIN	2490	4338	5010	5070	510	294.0	BATCH
MAX	90	2670	4518	5070	5130	90	690
NO.	Tare	AGG1	AGG2	AGG3	MNF	Tare	RAP
1	0	2500	4430	5030	5120	0	602
2	0	2570	4440	5030	5110	0	592
3	0	2550	4430	5040	5100	0	594
4	0	2610	4430	5050	5100	0	612
5	0	2580	4370	5030	5100	0	600
6	0	2570	4390	5040	5100	0	596
7	0	2610	4390	5030	5100	0	600

Arrives: _____ Weigh
 Depart: _____ Master: Bobby Leatherman

Recv
 By: _____

**WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1.01.400**

(304) 726-7009 Phone (304) 726-7029 Fax

-Sold To-
Belt Paving Inc
P.O. Box 1002
Cumberland, MD 21501-1002

-Ship To-
CITY OF CUMBERLAND SHA P16GYBA

Ticket #: 95458
Date: 08/02/22
Time: 12:08 AM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	872 - 4 Axle	MB	lb	TN
JOB ID	5923	GROSS	32.42	71481
CUSTOMER ID	BELTPAV	TARE	13.38	29500
MATERIAL ID	122R	NET	19.04	41981
MATERIAL NAME	12.5mm Level Two RAP			
JNF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
4		83.98	6		125.98

MIN		2490	4339	5010	5070		510		294.0		BATCH	
MAX	90	2670	4519	5070	5130	90	690	9.0	306.0		6000	
NO.	Tare	AGG1	AGG2	AGG3	MNF	Tare	RAP	Tare	ASP1	RapACV1	ACTotAC	Total
1	0	2610	4430	5050	5100	0	606	0.0	300.0	0.00	5.00	5.00
2	0	2570	4450	5050	5100	0	590	0.0	299.5	0.00	5.00	5.00
3	0	2590	4410	5020	5100	0	598	0.0	300.5	0.00	5.01	5.01
4	0	2600	4390	5030	5100	0	620	0.0	298.5	0.00	4.96	4.96
5	0	2550	4420	5070	5070	0	604	0.0	301.5	0.00	5.05	5.05
6	0	2580	4440	5040	5110	0	584	0.0	301.0	0.00	5.02	5.02
7	0	2560	4440	5050	5100	0	602	0.0	296.0	0.00	4.93	4.93

Arrive: _____ **Weigh**
Depart: _____ **Master:** Bobby Leatherman

Recv
By: _____

**WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1.01.400**

(304) 726-7009 Phone (304) 726-7029 Fax

-Sold To-
Belt Paving Inc
P.O. Box 1002
Cumberland, MD 21501-1002

-Ship To-
CITY OF CUMBERLAND SHA P185YBA

Ticket #: 95459
Date: 08/02/22
Time: 12:18 AM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	BW070 -	MG	lb	TN
JOB ID	5923	GROSS	19.04	41972
CUSTOMER ID	BELTPAV	TARE	0.00	0
MATERIAL ID	122R	NET	19.04	41972
MATERIAL NAME	12.5mm Level Two RAP			20.99
JMF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
5		104.97	7		146.97

MIN	2490	4338	5010	5070	510	294.0	BATCH
MAX	90	2670	4518	5070	5130	9.0	305.0
NO.	Tare	AGG1	AGG2	AGG3	MNF	Tare	RAP
1	0	2570	4400	5030	5100	0	594
2	0	2580	4440	5030	5100	0	604
3	0	2590	4400	5050	5100	0	602
4	0	2580	4440	5060	5100	0	576
5	0	2570	4450	5020	5100	0	592
6	0	2610	4420	5040	5100	0	604
7	0	2580	4420	5040	5100	0	594

Arrives: _____ **Weigh**
Depart: _____ **Master:** Bobby Leatherman

Recv
By: _____

**WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1.01.400**

(304) 726-7009 Phone (304) 726-7029 Fax

-Sold To-
Belt Paving Inc
P.O. Box 1002
Cumberland, MD 21501-1002

-Ship To-
CITY OF CUMBERLAND SHA PIGGYBA

Ticket #: 95450
Date: 08/02/22
Time: 01:06 AM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	866 - 4 AXLE	MB	1b	TN
JOB ID	5923	GROSS	31.99	70520
CUSTOMER ID	BELTPAV	TARE	12.96	28560
MATERIAL ID	122R	NET	19.03	41960
MATERIAL NAME	12.5mm Level Two RAP			20.98
JMF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
6		125.95	8		167.95

MIN	2490	4338	5010	5070	510	294.0	BATCH
MAX	90	2670	4518	5070	5130	9.0	306.0
NO.	Tare	AGG1	AGG2	AGG3	MINF	Tare	RAP
1	0	2580	4420	5040	5100	0	602
2	0	2560	4420	5070	5070	0	586
3	0	2560	4440	5040	5110	0	608
4	0	2600	4420	5050	5100	0	596
5	0	2590	4420	5040	5100	0	604
6	0	2580	4430	5030	5100	0	596
7	0	2570	4430	5030	5100	0	592

Arrives: _____ Weigh _____
Depart: _____ Master: Bobby Leatherman

Recv _____
By: _____

WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1.01.400
 (304) 726-7009 Phone (304) 726-7029 Fax

-Sold To-
 Belt Paving Inc
 P.O. Box 1002
 Cumberland, MD 21501-1002

-Ship To-
 CITY OF CUMBERLAND SHA PIGGYBA

Ticket #: 95461
Date: 08/02/22
Time: 01:13 AM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	862 - 4 AXLE	MG	lb	TN
JOB ID	5923	GROSS 31.60	69670	34.84
CUSTOMER ID	BELTPAV	TARE 12.56	27680	13.84
MATERIAL ID	122R	NET 19.05	41990	21.00
MATERIAL NAME	12.5mm Level Two RAP			
JMF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
7		146.95	9		188.95

MIN		2490	4338	5010	5070		510		294.0		BATCH
MAX	90	2670	4518	5070	5130	90	690	9.0	306.0		6000
NO.	Tare	AGG1	AGG2	AGG3	WMF	Tare	RAP	Tare	ASP1	RapACVirACTotAC	Total
1	0	2580	4400	5030	5090	0	624	6.0	303.0	0.00	5.04 5.04 6017
2	10	2580	4410	5040	5110	0	610	7.0	297.0	0.00	4.94 4.94 6017
3	0	2570	4440	5060	5090	0	594	7.0	301.5	0.00	5.04 5.04 5906
4	0	2600	4410	5050	5110	0	656	7.0	296.0	0.00	4.88 4.88 6062
5	0	2560	4420	5050	5090	0	602	7.0	302.5	0.00	5.05 5.05 5994
6	0	2580	4430	5020	5110	0	586	6.5	298.0	0.00	4.97 4.97 5994
7	0	2610	4440	5040	5100	0	518	6.5	301.5	0.00	5.09 5.09 5920

Arrived: _____ Weigh
 Depart: _____ Master: Bobby Leatherman

Recv
 By: _____

**WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1.01.400**

(304) 726-7009 Phone (304) 726-7029 Fax

-Sold To-
Belt Paving Inc
P.O. Box 1002
Cumberland, MD 21501-1002

-Ship To-
CITY OF CUMBERLAND SHA PIGGYBA

Ticket #: 95462
Date: 08/02/22
Time: 01:19 AM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	871 - 4 Axle	MG	lb	TN
JOB ID	5923	GROSS 31.98	70495	35.25
CUSTOMER ID	BELTPAV	TARE 12.94	28520	14.26
MATERIAL ID	122R	NET 19.04	41975	20.99
MATERIAL NAME	12.5mm Level Two RAP			
JMF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
8		167.94	10		209.94

MIN	2490	4338	5010	5070	510	294.0	BATCH
MAX	90	2670	4518	5070	5130	90	690
NO.	Tare	ASPI	ASPI	ASPI	ASPI	Tare	RAP
1	0	2580	4420	5040	5100	0	612
2	0	2590	4410	5040	5100	0	598
3	0	2570	4460	5050	5090	0	604
4	0	2610	4450	5050	5110	0	596
5	0	2580	4410	5040	5100	0	600
6	0	2600	4420	5030	5100	0	552
7	0	2580	4430	5060	5100	0	610

Arrive: _____ Weigh
Depart: _____ Master: Bobby Leatherman

Recv
By: _____

WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1.01.400
 (304) 726-7009 Phone (304) 726-7029 Fax

-Sold To-
 Belt Paving Inc
 P.O. Box 1002
 Cumberland, MD 21501-1002

-Ship To-
 CITY OF CUMBERLAND SHA P100YBA

Ticket #: 95463
Date: 08/02/22
Time: 01:25 AM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	864 - 4 AXLE	MG	lb	TN
JOB ID	5923	GROSS	32.04	70638
CUSTOMER ID	BELTPAV	TARE	12.99	28640
MATERIAL ID	122R	NET	19.05	41998
MATERIAL NAME	12.5mm Level Two RAP			
JMF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
9		188.94	11		230.94

MIN		2490	4338	5010	5070	510	294.0	BATCH
MAX	90	2670	4518	5070	5130	90	690	9.0 306.0
NO.	Tare	AGG1	AGG2	AGG3	MNF	Tare	RAP	Tare ASP1 RapACVInACTotAC Total
1	0	2570	4450	5040	5100	0	590	5.0 298.5 0.00 4.98 4.98 5988
2	0	2590	4410	5040	5100	0	612	6.0 298.0 0.00 4.96 4.96 6010
3	0	2530	4460	5050	5100	0	598	6.0 299.0 0.00 4.99 4.99 5997
4	0	2570	4400	5020	5100	0	612	6.0 302.5 0.00 5.03 5.03 6014
5	0	2600	4420	5060	5090	0	602	6.0 300.5 0.00 5.01 5.01 5992
6	0	2580	4460	5050	5100	0	588	6.0 299.0 0.00 4.99 4.99 5987
7	0	2590	4430	5040	5110	0	600	6.0 299.5 0.00 4.98 4.98 6010

Arrive: _____ Weigh _____
 Depart: _____ Master: Bobby Leatherman

Recv _____
 By: _____

**WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1-01-400**

(304) 726-7009 Phone (304) 726-7029 Fax

-Sold To-
Belt Paving Inc
P.O. Box 1002
Cumberland, MD 21501-1002

-Ship To-
CITY OF CUMBERLAND SHA PIGGYBA

Ticket #: 95464
Date: 08/02/22
Time: 02:04 AM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	BW6 - BROADWATER	MG	lb	TN
JOB ID	5923	GROSS	32.09	70748
CUSTOMER ID	BELTPAV	TARE	13.05	29760
MATERIAL ID	122R	NET	19.05	41988
MATERIAL NAME	12.5mm Level Two RAP			20.99
JMF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
10		209.93	12		251.93

MIN		2490	4338	5010	5070		510	294.0		BATCH	
MAX	90	2670	4518	5070	5130	90	690	9.0	306.0	6000	
NO.	Tare	ASPI	ASPI	ASPI	MINF	Tare	RAP	Tare	ASPI	RapACVirACTotAC	Total
1	0	2500	4440	5060	5090	0	602	0.0	303.0	0.00	5.05
2	10	2500	4430	5010	5100	0	592	8.5	301.5	0.00	5.03
3	0	2560	4410	5020	5100	0	606	8.0	300.5	0.00	5.00
4	0	2560	4420	5060	5110	0	590	8.0	297.0	0.00	4.95
5	0	2580	4430	5060	5090	0	600	7.5	299.5	0.00	5.00
6	0	2590	4430	5020	5100	0	602	7.5	302.5	0.00	5.04
7	0	2600	4400	5030	5110	0	592	7.5	300.5	0.00	5.01

Arrives: _____ Weigh _____
Depart: _____ Masters: Bobby Leatherman

Recv _____
By: _____

**WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1.01.400**

(304) 726-7009 Phone (304) 726-7029 Fax

-Sold To-

Belt Paving Inc
P.O. Box 1002
Cumberland, MD 21501-1002

-Ship To-

CITY OF CUMBERLAND SHA PIGBYBA

Ticket #: 95465

Date: 08/02/22

Time: 03:09 AM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	872 - 4 Axle	MG	lb	TN
JOB ID	5923	GROSS	32.41	71461
CUSTOMER ID	BELTPAV	TARE	13.38	29500
MATERIAL ID	122R	NET	19.03	41961
MATERIAL NAME	12.5mm Level Two RAP			20.98
JMF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
11		230.91	13		272.91

NIN		2490	4338	5010	5070	510	294.0	BATCH
HAX	90	2670	4518	5070	5130	90	290	3.0 306.0
NO.	Tare	ABG1	ABG2	ABG3	MMF	Tare	RAP	Tare ASP1 RapACVirACTotAC Total
1	0	2560	4400	5040	5100	0	602	0.0 298.0 0.00 4.97 4.97 6000
2	10	2500	4430	5060	5090	0	596	8.5 300.5 0.00 5.02 5.02 5986
3	10	2500	4400	5020	5100	0	592	8.5 297.5 0.00 4.97 4.97 5990
4	0	2580	4450	5070	5070	0	612	8.0 297.0 0.00 4.97 4.97 5979
5	0	2580	4410	5010	5110	0	606	7.5 301.5 0.00 5.01 5.01 6018
6	0	2560	4420	5060	5100	0	602	7.5 300.5 0.00 5.01 5.01 6002
7	0	2570	4430	5030	5100	0	588	7.0 298.0 0.00 4.98 4.98 5986

Arriver: _____ Weigh
Depart: _____ Master: Bobby Leatherman

Recv
By: _____

**WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1.01.400**

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CITY OF CUMBERLAND SHA PIGGYBA

Ticket #: 95466
Date: 08/02/22
Time: 03:16 AM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	BW070 -	MG	lb	TN
JOB ID	5923	GROSS	41886	20.94
CUSTOMER ID	BELTPAV	TARE	0	0.00
MATERIAL ID	122R	NET	41886	20.94
MATERIAL NAME	12.5mm Level Two RAP			
JMF NUMBER	H176A12R2C01			

<u>LOADS</u>	<u>TODAY</u>	<u>TONS</u>	<u>LOADS</u>	<u>TO DATE</u>	<u>TONS</u>
12		251.85	14		293.85

MIN	2490	4338	5010	5070	510	294.0	BATCH
MAX	90	2670	4510	5070	5130	90	690
NO.	Tare	ASP1	ASP2	ASP3	MMF	Tare	RAP
1	0	2500	4410	5010	5100	0	584
2	0	2500	4450	5050	5100	0	536
3	0	2590	4400	5030	5100	0	626
4	0	2560	4440	5070	5070	0	526
5	0	2590	4410	5020	5120	0	614
6	10	2590	4450	5060	5110	0	614
7	10	2550	4440	5050	5100	0	590

Arriver: _____ Weigh
Depart: _____ Master: Bobby Leatherman

Recy
By: _____

WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1.01.400

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-Ship To-
 CITY OF CUMBERLAND SHA PIGGYBA

Ticket #: 95467
Date: 08/02/22
Time: 03:28 AM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	866 - 4 AXLE	MG	lb	TN
JOB ID	5923	GROSS	32.04	70634
CUSTOMER ID	BELTPAV	TARE	12.96	28560
MATERIAL ID	122R	NET	19.09	42074
MATERIAL NAME	12.5mm Level Two RAP			21.04
JMF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
13		272.89	15		314.89

MIN		2490	4330	5010	5070	510	294.0	BATCH
MAX	90	2670	4510	5070	5130	90	690	9.0 306.0
NO.	Tare	AGG1	AGG2	AGG3	WVF	Tare	RAP	Tare ASP1 RapACVirACTotAC Total
1	0	2560	4420	5020	5100	0	620	0.0 297.5 0.00 4.94 4.94 6018
2	10	2570	4420	5060	5100	0	594	6.0 300.0 0.00 5.01 5.01 5994
3	0	2590	4440	5030	5090	0	612	5.5 302.5 0.00 5.04 5.04 6004
4	0	2590	4430	5040	5110	0	738	5.5 298.5 0.00 4.86 4.86 6146
5	0	2550	4400	5060	5090	0	536	5.5 300.0 0.00 5.06 5.06 5926
6	0	2540	4410	5020	5110	0	520	5.0 300.0 0.00 5.06 5.06 5930
7	0	2580	4420	5040	5100	0	654	5.0 302.0 0.00 4.99 4.99 6056

Arrive: _____ Weigh
 Depart: _____ Master: Bobby Leatherman

Recv
 By: _____

**WAXLER ROAD PLANT
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BPC 1.01.400**

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CITY OF CUMBERLAND SHA PIGGYBA

Ticket #: 95468

Date: 08/02/22

Time: 04:41 AM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	862 - 4 AXLE	MG	lb	TN
JOB ID	5923	GROSS	17.05	37595
CUSTOMER ID	BELTRAV	TARE	12.56	27680
MATERIAL ID	122R	NET	4.50	9915
MATERIAL NAME	12.5mm Level Two RAP			
JMF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
14		277.85	16		319.85

MIN		2075	3615	4175	4225		425	245.0	BATCH
MAX	90	2225	3765	4225	4275	90	575	9.0 255.0	5000
NO.	Tare	ABG1	ABG2	ABG3	MMF	Tare	RAP	Tare ASP1	RapACV1rACTotAC Total
1	0	2130	3690	4200	4240	0	426	0.0 246.5	0.00 5.02 5.02 4912
2	0	2150	3750	4200	4260	0	494	8.0 249.0	0.00 4.98 4.98 5003

Arrives: _____ Weigh: _____
 Depart: _____ Masters: Bobby Leatherman

Recv: _____
 By: _____

**WAXLER ROAD PLANT
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BPC 1-01-400**

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CITY OF CUMBERLAND SHA PIGGYBA

Ticket #: 95537
Date: 08/02/22
Time: 10:08 PM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	872 - 4 Axle	MB	lb	TN
JOB ID	5923	GROSS	32.42	71465
CUSTOMER ID	BELTPAV	TARE	13.38	29500
MATERIAL ID	122R	NET	19.04	41965
MATERIAL NAME	12.5mm Level Two RAP			20.98
IMF NUMBER	H176A12R2001			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
1		20.98	17		340.83

MIN	2490	4338	5010	5070	510	294.0	BATCH
MAX	90	2670	4518	5070	5130	90	690
NO.	Tare	ASP1	ASP2	ASP3	MINF	Tare	RAP
1	0	2570	4390	5030	5100	0	508
2	10	2600	4400	5030	5100	0	594
3	10	2580	4440	5070	5070	0	616
4	10	2580	4410	5030	5110	0	600
5	10	2560	4430	5020	5100	0	596
6	10	2570	4420	5040	5090	0	608
7	10	2600	4440	5060	5100	0	598

Arrives: _____ **Weigh**
Departs: _____ **Master:** Bobby Leatherman

Recv
By: _____

WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1.01.400
 (304) 726-7009 Phone (304) 726-7029 Fax

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-Ship To-
 CITY OF CUMBERLAND SHA PIGGYBA

Ticket #: 95530
 Date: 08/02/22
 Time: 10:14 PM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	862 - 4 AXLE	MG	lb	TN
JOB ID	5923	GROSS	31.62	69698
CUSTOMER ID	BELTPAV	TARE	12.56	27680
MATERIAL ID	122R	NET	19.06	42018
MATERIAL NAME	12.5mm Level Two RAP			
JMF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
2		41.99	18		361.84

MIN	2490	4338	5010	5070	510	294.0	BATCH
MAX	90	2670	4518	5070	5130	90	6000
NO.	Tare	ASP1	ASP2	ASP3	MMF	Tare	RAP
1	0	2610	4440	5060	5100	0	616
2	0	2570	4400	5030	5100	0	598
3	0	2590	4400	5050	5100	0	614
4	0	2570	4440	5040	5100	0	600
5	0	2570	4420	5050	5100	0	602
6	0	2590	4450	5030	5110	0	586
7	0	2600	4410	5020	5090	0	600

Arrives: _____ Weigh
 Depart: _____ Master: Bobby Leatherman

Recv
 By: _____

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BPC 1.01.400**

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Ticket #: 55539
Date: 08/02/22
Time: 10:22 PM

*** Batch ***

P. O. NUMBER			METRIC	POUNDS	ENGLISH
TRUCK ID	864 - 4 AXLE		MG	lb	TN
JOB ID	5923	GROSS	32.05	70649	35.32
CUSTOMER ID	BELTPAV	TARE	12.99	28640	14.32
MATERIAL ID	122R	NET	19.06	42009	21.00
MATERIAL NAME	12.5mm Level Two RAP				
JMF NUMBER	H176A12R2C01				

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
3		62.99	19		382.84

MIN		2490	4338	5010	5070		510	294.0	BATCH		
MAX	90	2670	4518	5070	5130	90	690	9.0 306.0	6000		
NO.	Tare	AGG1	AGG2	AGG3	MNF	Tare	RAP	Tare	ASPI	RapAEVirACTotAC	Total
1	0	2590	4460	5060	5100	0	592	0.0 301.0	0.00	5.02 5.02	5993
2	0	2580	4400	5020	5110	0	612	5.5 297.0	0.00	4.93 4.93	6019
3	10	2570	4410	5040	5100	0	600	5.0 299.0	0.00	4.98 4.98	5999
4	10	2600	4420	5030	5090	0	596	5.0 301.0	0.00	5.03 5.03	5987
5	0	2540	4430	5060	5100	0	612	4.5 299.0	0.00	4.97 4.97	6011
6	0	2570	4440	5060	5100	0	600	4.5 300.5	0.00	5.01 5.01	6000
7	0	2590	4400	5040	5100	0	602	4.0 298.5	0.00	4.97 4.97	6000

Arriver: _____ Weigh
Depart: _____ Master: Bobby Leatherman

Recv
By: _____

**WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1.01.400**

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Cumberland, MD 21501-1002

-Ship To-
CITY OF CUMBERLAND SHA PIGGYBA

Ticket #: 95540
Date: 08/02/22
Time: 10:30 PM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	BW070 -	MG	lb	TN
JOB ID	5923	GROSS	19.05	41999
CUSTOMER ID	BELTPAV	TARE	0.00	0
MATERIAL ID	122R	NET	19.05	41999
MATERIAL NAME	12.5mm Level Two RAP			
JMF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
4		83.99	20		403.84

MIN	2490	4338	5010	5070	510	294.0	BATCH
MAX	90	2670	4518	5070	5130	9.0	306.0
NO.	Tare	ASP1	ASP2	ASP3	MNF	Tare	RAP
1	0	2550	4440	5030	5100	0	592
2	0	2580	4430	5040	5110	0	610
3	0	2610	4420	5050	5100	0	598
4	0	2560	4420	5020	5090	0	606
5	0	2610	4450	5030	5100	0	592
6	0	2570	4410	5030	5100	0	600
7	0	2590	4420	5030	5100	0	596

Arrives: _____ **Weigh** _____
Depart: _____ **Master:** Bobby Leatherman

Recv _____
By: _____

**WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1.01.400**

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Cumberland, MD 21501-1002

-Ship To-
CITY OF CUMBERLAND SHA PIGGYBA

Ticket #: 95541
Date: 08/02/22
Time: 10:37 PM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	BW6 - BROADWATER	MG	lb	TN
JOB ID	5923	GROSS	32.10	70768
CUSTOMER ID	BELTPAV	TARE	13.05	28760
MATERIAL ID	122R	NET	19.05	42008
MATERIAL NAME	12.5mm Level Two RAP			35.38
JMF NUMBER	H176A12R2C01			14.38
				21.00

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
5		104.99	21		424.84

MIN		2490	4338	5010	5070		510	294.0	BATCH
MAX	90	2670	4518	5070	5130	90	690	9.0	306.0
NO.	Tare	AGB1	AGB2	AGB3	MMF	Tare	RAP	Tare	ASPL RapREVirACTotAC Total
1	0	2610	4430	5060	5100	0	610	0.0	300.0 0.00 4.98 4.99 6010
2	10	2560	4440	5050	5100	0	598	5.5	299.0 0.00 4.99 4.99 5997
3	10	2570	4400	5030	5110	0	614	5.0	298.0 0.00 4.95 4.95 6022
4	10	2560	4460	5020	5100	0	596	5.0	301.5 0.00 5.03 5.03 5998
5	10	2620	4420	5030	5090	0	608	5.0	301.5 0.00 5.03 5.03 6000
6	10	2570	4410	5070	5070	0	600	5.0	297.0 0.00 4.98 4.98 5967
7	0	2610	4450	5060	5110	0	604	4.5	300.0 0.00 4.99 4.99 6014

Arriver: _____ Weigh
Depart: _____ Master: Bobby Leatherman

Recv
By: _____

WAXLER ROAD PLANT
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 CITY OF CUMBERLAND SHA PIGGYBA

Ticket #: 95542
Date: 08/03/22
Time: 12:01 AM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	866 - 4 AXLE	MG	1b	TN
JOB ID	5923	GROSS	31.99	70530
CUSTOMER ID	BELTPAV	TARE	12.96	28560
MATERIAL ID	122R	NET	19.04	41970
MATERIAL NAME	12.5mm Level Two RAP			20.98
JMF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
6		125.97	22		445.82

MIN		2490	4338	5010	5070	510	294.0	BATCH
MAX	90	2670	4510	5070	5130	90	690	9.0 306.0
NO.	Tare	AGG1	AGG2	AGG3	MINF	Tare	RAP	Tare ASP1 RapACVirtACTotAC Total
1	0	2600	4420	5060	5110	0	586	0.0 293.0 0.00 4.99 4.99 5995
2	0	2600	4470	5050	5090	0	608	0.0 301.0 0.00 5.02 5.02 5999
3	0	2550	4420	5050	5100	0	594	3.5 300.5 0.00 5.01 5.01 5994
4	0	2600	4430	5030	5110	0	602	3.5 298.0 0.00 4.96 4.96 6010
5	0	2540	4450	5050	5100	0	592	3.0 299.0 0.00 4.99 4.99 5991
6	0	2580	4410	5030	5100	0	602	2.5 301.0 0.00 5.01 5.01 6003
7	10	2580	4440	5010	5090	0	586	2.5 301.5 0.00 5.04 5.04 5978

Live: _____ Weigh
 rti: _____ Master: Bobby Leatherman

Recv
 By: _____

**WAXLER ROAD PLANT
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BPC 1.01.400**

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CITY OF CUMBERLAND SHA PI66YBA

Ticket #: 95543
Date: 08/03/22
Time: 01:06 AM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	872 - 4 Axle	MG	lb	TN
JOB ID	5923	GROSS	22.45	49502
CUSTOMER ID	BELTPAV	TARE	13.38	29500
MATERIAL ID	122R	NET	9.07	20002
MATERIAL NAME	12.5mm Level Two RAP			10.00
JMF NUMBER	H176012R2001			

<u>LOADS</u>	<u>TODAY</u>	<u>TONS</u>	<u>LOADS</u>	<u>TO DATE</u>	<u>TONS</u>
7		135.97	23		455.02

MIN	2075	3615	4175	4225	425	245.0	BATCH
MAX	90	2225	3765	4225	4275	90	575
NO.	Tare	ASP1	Rap	ACT	Tot	AC	Total
1	0	2150	3680	4210	4250	0	488
2	0	2130	3710	4200	4250	0	510
3	0	2180	3700	4190	4250	0	488
4	0	2130	3670	4190	4250	0	508

Arriver: _____ Weigh _____
Depart: _____ Master: Bobby Leatherman

Recv _____
By: _____

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Ticket #: 96860
Date: 09/13/22
Time: 12:12 PM

*** Modified 96856 Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	869 - 4 AXLE	MG	lb	TN
JOB ID	5923	GROSS	32.63	71940
CUSTOMER ID	BELTPAV	TARE	13.56	29900
MATERIAL ID	122R	NET	19.07	42040
MATERIAL NAME	12.5mm Level Two RAP			21.02
JMF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
1		21.02	24		476.84

MIN		2430	4338	5010	5070		510	294.0	BATCH
MAX	90	2670	4518	5070	5130	90	630	9.0 306.0	6000
NO.	Tare	AB61	AB62	AB63	MMF	Tare	RAP	Tare	ASP1 RapACVirACTotal
1	0	2580	4410	5060	5100	0	630	0.0 300.0	0.00 4.98 4.98 6030
2	0	2570	4440	5020	5100	0	634	8.0 295.0	0.00 4.89 4.89 6029
3	0	2630	4400	5010	5100	0	636	7.0 301.5	0.00 5.08 5.08 5938
4	0	2600	4420	5020	5100	0	624	6.5 296.5	0.00 4.92 4.92 6020
5	0	2560	4460	5030	5100	0	620	6.5 300.5	0.00 4.99 4.99 6020
6	0	2560	4410	5040	5100	0	602	5.5 297.5	0.00 4.96 4.96 6000
7	0	2580	4460	5040	5100	0	598	5.5 300.0	0.00 5.00 5.00 5990

Arrives: _____ Weigh _____
Depart: _____ Master: Bobby Leatherman

Recv _____
By: _____

**WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1-01-400**

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-Ship To-
CITY OF CUMBERLAND SHA PIGGYBA

Ticket #: 96861
Date: 02/13/22
Time: 12:19 PM

*** Modified 96857 Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	873 - 4 Axle	MG	lb	TN
JOB ID	5923	GROSS	70700	35.35
CUSTOMER ID	BELTPAV	TARE	28700	14.35
MATERIAL ID	122R	NET	42000	21.00
MATERIAL NAME	12.5mm Level Two RAP			
JMF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
2		42.00	25		497.84

MIN		2490	4338	5010	5070		510	294.0	BATCH	
MAX	90	2670	4518	5070	5130	90	690	9.0 306.0	6000	
NO.	Tare	A661	A662	A663	MNF	Tare	RAP	Tare	ASPI RapACVirACTotal	Total
1	0	2600	4430	5040	5100	0	602	1.0 302.5	0.00 5.04 5.04	6004
2	10	2590	4420	5050	5110	2	598	4.5 301.0	0.00 5.01 5.01	6009
3	0	2580	4420	5040	5090	2	604	3.5 299.0	0.00 4.99 4.99	5993
4	0	2570	4440	5030	5100	2	598	3.0 296.5	0.00 4.95 4.95	5994
5	0	2590	4440	5040	5100	2	606	2.5 301.0	0.00 5.01 5.01	6007
6	0	2580	4420	5040	5110	2	594	2.5 302.0	0.00 5.03 5.03	6006
7	10	2590	4430	5050	5090	2	608	2.0 296.0	0.00 4.94 4.94	5994

Arrives: _____ Weigh _____
Departs: _____ Mastert Bobby Leatherman

Recv _____
By: _____

**WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1.01.400**

(304) 726-7009 Phone (304) 726-7029 Fax

-Sold To-

Belt Paving Inc
P.O. Box 1002
Cumberland, MD 21501-1002

-Ship To-

CITY OF CUMBERLAND SHA PIGGYBA

Ticket #: 96862

Date: 09/13/22

Time: 12:52 PM

*** Modified 96859 Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	874 - 4 Axle	MG	lb	TN
JOB ID	5923	GROSS	32.42	71480
CUSTOMER ID	BELTPAV	TARE	13.37	29480
MATERIAL ID	122R	NET	19.05	42000
MATERIAL NAME	12.5mm Level Two RAP			35.74
INF NUMBER	H176A12R3C01			14.74
				21.00

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
3		63.02	26		518.84

MIN		2490	4338	5010	5070	510	294.0	BATCH
MAX	90	2670	4518	5070	5130	90	690	9.0 306.0
NO.	Tare	AGG1	AGG2	AGG3	INF	Tare	RAP	Tare ASP1 RapACVirACTotal
1	0	2570	4430	5050	5100	0	600	0.0 302.0 0.00 5.03 5.03 6002
2	0	2590	4370	5050	5110	0	600	8.5 295.0 0.00 4.91 4.91 6005
3	0	2550	4380	5030	5090	0	594	7.5 300.0 0.00 5.01 5.01 5984
4	0	2620	4390	5070	5070	0	606	7.5 301.0 0.00 5.04 5.04 5977
5	0	2580	4400	5020	5120	0	600	7.5 299.0 0.00 4.97 4.97 6019
6	0	2570	4410	5050	5100	0	600	7.0 299.0 0.00 4.98 4.98 5999
7	0	2600	4350	5040	5110	0	598	7.0 298.5 0.00 4.97 4.97 6006

Arrives: _____ Weigh
Departs: _____ Master: Bobby Leatherman

Recv

By: _____

(304) 726-7009 Phone (304) 726-7029 Fax

Belt Paving Inc
P.O. Box 1002
Cumberland, MD 21501-1002

CITY OF CUMBERLAND SHA PIGGYBA

Date: 09/13/22

Time: 01:26 PM

批發商 Batch 零售商

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	869 - 4 AXLE	MG	16	TN
JOB ID	5923	GROSS	32.60	71872
CUSTOMER ID	BELTPAV	TARE	13.56	29900
MATERIAL ID	122R	NET	19.04	41972
MATERIAL NAME	12.5mm Level Two RAP			20.99
IME NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TO DATE	TONS
4		84.01	27		539.83

MIN		2490	4338	5010	5070		510		294.0			BATCH	
MAX	90	2670	4318	5070	5130	90	690	9.0	306.0			6000	
NO.	Tare	AGG1	AGG2	AGG3	MIN	Tare	RAP	Tare	ASP1	RapACVIRACT	TotalC	Total	
1	0	2590	4500	5030	5090	0	600	0.0	303.5	0.00	5.06	5.06	5994
2	10	2560	4430	5020	5100	0	604	8.0	301.5	0.00	5.02	5.02	6006
3	0	2560	4390	5070	5070	0	596	8.0	299.5	0.00	5.02	5.02	5966
4	0	2590	4430	5040	5110	0	600	7.5	299.5	0.00	4.98	4.98	6010
5	0	2610	4420	5010	5100	0	600	7.5	303.0	0.00	5.05	5.05	6003
6	0	2600	4440	5030	5100	0	604	7.0	301.0	0.00	5.01	5.01	6005
7	0	2570	4370	5050	5100	0	590	6.5	298.0	0.00	4.98	4.98	5980

Arrives: _____ Weigh _____
 Depart: _____ Master: Bobby Leatherman

Rec'd
By:

**WAXLER ROAD PLANT
A DIVISION OF BELT PAVING
BPC 1.01.400**

(304) 726-7009 Phone (304) 726-7029 Fax

-Sold To-

Belt Paving Inc
P.O. Box 1002
Cumberland, MD 21501-1002

-Ship To-

CITY OF CUMBERLAND SHA PIGBYBA

Ticket #: 9686E

Date: 09/13/22

Time: 01:59 PM

*** Batch ***

P. O. NUMBER		METRIC	POUNDS	ENGLISH
TRUCK ID	873 - 4 Axle	MG	lb	TN
JOB ID	5923	GROSS	32.09	70740
CUSTOMER ID	BELTPAV	TARE	13.02	28700
MATERIAL ID	122R	NET	19.07	42040
MATERIAL NAME	12.5mm Level Two RAP			21.02
JMF NUMBER	H176A12R2C01			

LOADS	TODAY	TONS	LOADS	TD DATE	TONS
5		105.03	28		560.85

MIN		2490	4338	5010	5070	510	294.0	BATCH
MAX	90	2670	4518	5070	5130	90	690	3.0 306.0
NO.	Tare	ABG1	ABG2	ABG3	MNF	Tare	RAP	Tare
1	0	2580	4400	5090	5090	0	596	0.0 298.5
2	0	2630	4440	5080	5080	0	616	5.5 300.5
3	10	2590	4420	5040	5130	2	612	5.0 298.0
4	10	2550	4420	5030	5120	0	586	5.5 303.0
5	0	2550	4440	5020	5110	0	602	5.0 293.0
6	10	2570	4430	5060	5100	0	598	4.5 301.5
7	0	2610	4440	5030	5100	0	600	5.0 299.5
								0.00 4.99 4.99 5984
								0.00 5.01 5.01 5996
								0.00 4.93 4.93 6040
								0.00 5.04 5.04 6009
								0.00 4.97 4.97 6011
								0.00 5.03 5.03 6000
								0.00 4.99 4.99 6000

Arrive: _____ Weigh _____
Depart: _____ Master: Bobby Leatherman

Recv _____
By: _____

File Attachments for Item:

. Order 27,167 - authorizing the extension of Burgmeier's Hauling, Inc.'s current contract by one year to collect and haul outside municipal solid waste and recycling at an amount not to exceed \$1,340,512.68 for the term July 1, 2023 through June 30, 2024

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

ORDER NO. 27,167

DATE: January 17, 2023

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

THAT the City Administrator be and is hereby authorized to approve the request of Burgmeier's Hauling, Inc., P.O. Box 159, Bellwood, PA, 16617 to extend their current contract by one (1) year to collect and haul curbside municipal solid waste and recycling at the new fiscal year rate of One Million, Three Hundred Thousand, Five Hundred Twelve Dollars and Sixty-Eight Cents (\$1,340,512.68) for the term July 1, 2023 through June 30, 2024.

Raymond M. Morriss, Mayor

BURGMEIER'S HAULING, INC.

INDUSTRIAL, COMMERCIAL, RESIDENTIAL,
RECYCLING & RECYCLING CONSULTANT
(814) 943-8975

DAVID M. BURGMEIER
President

P.O. BOX 159
BELLWOOD, PA 16617

City of Cumberland
57 North Liberty St.
Cumberland MD 21502

12/29/22

Raquel,

Burgmeier's Hauling Inc. hereby, formally requests a 1 – year extension to the City of Cumberland Garbage and Recycling Contract – starting July 1 2023 through June 30th 2024.

Regarding that renewal, we are asking for an increase in the amount of 6% of the total yearly contract price. The new monthly rate would be: **\$111,709.39.**

As we are all painfully aware, 2023 has been another difficult year. The incredibly quick rise in inflation has hit us hard, just as it has all local businesses. The nearly doubling of the price of diesel fuel has certainly been the largest challenge. However, expenses are up across all operational aspects including maintenance, equipment and manpower.

It is our hope that you find our request for a 6% increase to be reasonable. We greatly enjoy the good working relationship that BHI has with the City of Cumberland and its residents.

We look forward to working with the city for years to come. As always, we would be glad to meet with you to go over this proposal or answer any questions you may have.

Respectfully,

Mathew Burgmeier
Vice President
Burgmeier's Hauling Inc.

Service & Satisfaction Guaranteed



Allison Layton <allison.layton@cumberlandmd.gov>

Re: Orders to Extend Trash Service FY24

1 message

Raquel Kettermann <raquel.kettermann@cumberlandmd.gov>

Thu, Jan 12, 2023 at 11:55 AM

To: Allison Layton <allison.layton@cumberlandmd.gov>

Cc: Derrik Grimm <derrik.grimm@cumberlandmd.gov>

More info -

The term is July 1, 2023 to June 30, 2024.

Budget for Noble Environmental - 004.054.51900

Budget for Burgmeier's Service - (unknown - Sarah processes these).

Thanks!

Raquel J. Kettermann**Environmental Specialist****City of Cumberland, MD****W: (301) 759-6604 | C: (240) 580-0705****57 N. Liberty Street, Cumberland, MD 21502**

On Thu, Jan 12, 2023 at 11:49 AM Raquel Kettermann <raquel.kettermann@cumberlandmd.gov> wrote:

Allison,

I worked with Margie and Ken on these in the past. I contacted each party (Burgmeier's Hauling and Noble Environmental) for thier proposed fee for one more year of service on these contracts. The orders from last year are attached as an FYI.

This year's proposed amount (letters are attached).

Noble Environmental: \$39.68 per ton tipping fee (acceptable by City - Jeff & Ken)

Burgmeier's Hauling: \$1,340,512.68 for the year curbside trash and recycling service.

Please let me know if you have any questions or need further information.

Sincerely,

Raquel J. Kettermann**Environmental Specialist****City of Cumberland, MD****W: (301) 759-6604 | C: (240) 580-0705****57 N. Liberty Street, Cumberland, MD 21502**

File Attachments for Item:

. Order 27,168 - authorizing the extension of the Noble Environmental - Mountainview Landfill contract by one year at a rate not to exceed \$39.68 per ton tipping fee for the term July 1, 2023 through June 30, 2024

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

ORDER NO. 27,168

DATE: January 17, 2023

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

THAT the City Administrator be and is hereby authorized to approve the request of Noble Environmental - Mountainview Landfill, Inc., 13300 New Georges Creek Road, SW, Frostburg, MD, 21532 to extend the current contract by one (1) year to provide Landfill Services accepting curbside municipal solid waste at \$39.68 per ton tipping fee relative to City Project 22-18-M, for the term July 1, 2023 through June 30, 2024.

Raymond M. Morriss, Mayor

Budget: 004.054.51900



Mountainview Landfill, Inc.
13300 New Georges Creek Road SW
Frostburg, MD 21532

December 21, 2022

Attn: Raquel J. Kettermann, Environmental Specialist
City of Cumberland
57 North Liberty Street
Cumberland, MD 21502

RE: Mountainview Landfill, Inc. – City Project No. 22-18-M
Agreement Extension July 1, 2023 through June 30, 2024

Dear Raquel:

Mountainview Landfill, Inc. respectfully requests an extension to the current agreement for disposal services. The new term will be July 1, 2023 through June 30, 2024.

As stated in the original bid, the tipping fee will be \$39.68 per ton, a 3% increase from the current year rate. If Allegany County were to increase the Recycling Fee per ton of waste during this time, Mountainview Landfill, Inc. would respectfully ask the tipping fee be adjusted accordingly.

Please contact me if you need additional information at dhilbert@Nobleenviro.com or (717) 353-4126. Thank you.

Sincerely,

Dusty Hilbert

Dusty Hilbert
Regional Landfill Manager



Allison Layton <allison.layton@cumberlandmd.gov>

Re: Orders to Extend Trash Service FY24

1 message

Raquel Kettermann <raquel.kettermann@cumberlandmd.gov>

Thu, Jan 12, 2023 at 11:55 AM

To: Allison Layton <allison.layton@cumberlandmd.gov>

Cc: Derrik Grimm <derrik.grimm@cumberlandmd.gov>

More info -

The term is July 1, 2023 to June 30, 2024.

Budget for Noble Environmental - 004.054.51900

Budget for Burgmeier's Service - (unknown - Sarah processes these).

Thanks!

Raquel J. Kettermann**Environmental Specialist****City of Cumberland, MD****W: (301) 759-6604 | C: (240) 580-0705****57 N. Liberty Street, Cumberland, MD 21502**

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Allison,

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This year's proposed amount (letters are attached).

Noble Environmental: \$39.68 per ton tipping fee (acceptable by City - Jeff & Ken)

Burgmeier's Hauling: \$1,340,512.68 for the year curbside trash and recycling service.

Please let me know if you have any questions or need further information.

Sincerely,

Raquel J. Kettermann**Environmental Specialist****City of Cumberland, MD****W: (301) 759-6604 | C: (240) 580-0705****57 N. Liberty Street, Cumberland, MD 21502**

File Attachments for Item:

1. Letter from the City Clerk indicating that the deadline has passed for receiving a petition with regard to the Annexation Resolution No. R2022-07 and that it became effective on January 2, 2023



January 4, 2023

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

Dear Mayor and City Council,

The deadline has passed for receiving a petition calling for a referendum on Annexation Resolution No. R2022-07 ANNEX for land located along the east side of Messick Road and the north side of Starlight Drive and Limestone Road in Allegany County, MD, Election District No. 16, consisting of 37.69 acres +/- and owned by the Cumberland Economic Development Corporation.

As no petition was received, Annexation Resolution No. R2022-07 ANNEX became effective January 2, 2023.

MAYOR

RAYMOND M. MORRIS

COUNCIL

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

CITY ADMINISTRATOR

JEFFREY F. SILKA, ICMA-CM

CITY SOLICITOR

MICHAEL SCOTT COHEN

CITY CLERK

ALLISON LAYTON

Sincerely,

Allison Layton
City Clerk

cc: Jeff Silka, City Administrator
Michael Cohen, City Solicitor
Ken Tressler, Director of Administrative Services
Robert Smith, Director of Utilities and Engineering
Brooke Cassell, Public Works Director
Kevin Thacker, Code Compliance Manager
Shannon Adams, Fire Chief
Charles Ternent, Chief of Police
Utility Billing
Planning and Zoning



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)722-2000 • FAX (301)759-6438 • TDD (800)735-2258

File Attachments for Item:

2. Letter from City Clerk advising Mayor and City Council that Charter Amendment Resolutions 149, 150 and 151 have all passed their referendum period and have become effective



CITY OF CUMBERLAND MARYLAND

January 9, 2023

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

Dear Mayor and City Council,

The deadline has passed for receiving a petition calling for a referendum on Charter Amendment Resolution No. 149, which repealed Section 75 of the Charter pertaining to the prohibition against carrying concealed weapons as such prohibitions are set forth in state law.

As no petition was received, Charter Amendment Resolution No. 149 became effective November 9, 2022.

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

CITY SOLICITOR

MICHAEL SCOTT COHEN

CITY CLERK

ALLISON LAYTON

Sincerely,

Allison Layton
City Clerk

cc: Jeff Silka, City Administrator
Charles Ternent, Chief of Police
Michael S. Cohen, City Solicitor



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)722-2000 • FAX (301)759-6438 • TDD (800)735-2258



CITY OF CUMBERLAND MARYLAND

January 9, 2023

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

Dear Mayor and City Council,

The deadline has passed for receiving a petition calling for a referendum on Charter Amendment Resolution No. 150 pertaining to the publication of ordinances, when ordinances take effect, and the admissibility of codification in evidence.

As no petition was received, Charter Amendment Resolution No. 150 became effective November 9, 2022.

Sincerely,

Allison Layton
City Clerk

MAYOR

RAYMOND M. MORRISS

COUNCIL

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

cc: Jeff Silka, City Administrator
Michael S. Cohen, City Solicitor

CITY ADMINISTRATOR

JEFFREY F. SILKA, ICMA-CM

CITY SOLICITOR

MICHAEL SCOTT COHEN

CITY CLERK

ALLISON LAYTON



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)722-2000 • FAX (301)759-6438 • TDD (800)735-2258



CITY OF CUMBERLAND MARYLAND

January 9, 2023

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

Dear Mayor and City Council,

The deadline has passed for receiving a petition calling for a referendum on Charter Amendment Resolution No. 151 to repeal Charter Sections 192 – 203 pertaining to the former Memorial Hospital.

As no petition was received, Charter Amendment Resolution No. 151 became effective November 9, 2022.

Sincerely,

Allison Layton
City Clerk

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

CITY SOLICITOR
MICHAEL SCOTT COHEN

CITY CLERK
ALLISON LAYTON

cc: Jeff Silka, City Administrator
Michael S. Cohen, City Solicitor



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

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