



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Seth D. Bernard
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilwoman Laurie P. Marchini

City Administrator Jeffrey D. Rhodes
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

AGENDA

M&CC Regular Meeting
Video Conference

DATE: May 19, 2020

OPEN SESSION

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

1. Summary Statement of the closed meeting of May 12, 2020

Director's Reports

(A) Administrative Services

[Administrative](#) Services monthly report for March, 2020

(B) Public Works

[Maintenance](#) Division monthly reports for March & April, 2020

(C) Fire

[Fire](#) Department monthly report for April, 2020

(D) Utilities - Flood, Water, Sewer

[Utilities](#) Division F/W/S monthly report for April 2020

Approval of Minutes

1. Approval of the Work and Regular Session Minutes of April 21, 2020

Public Hearings

1. Constant Yield Public Hearing - to receive comment on the City's intent to not reduce real property tax rates enough to fully offset increasing assessments. The City proposes to keep its current real property tax rate of \$1.0595 per \$100 of assessment.

To provide public comment during the Constant Yield Public Hearing via video conference: <https://us02web.zoom.us/j/85672002454?pwd=R3dRMGRXNEIvNUc3L3VMO DNScHZKdz09> and use Meeting ID (856 7200 2454) Password (804210). To join by phone: (+1 301 715 8592) US; Meeting ID: (856 7200 2454) Password: (804210)

Public Comment may also be made by emailing the City Clerk at margie.woodring@cumberlandmd.gov. All electronic comments must be submitted by 2 PM on May 19, 2020. Comments received will be read by City staff during the public comment portion of the meeting.

Unfinished Business

(A) Ordinances

1. Ordinance 3861 (*2nd and 3rd readings*) - to enact Article V of Chapter 15 of the City Code (sections 15-80 to 15-90, inclusive) pertaining to parades and special events. This Ordinance was tabled upon its second reading on November 19, 2019, to allow for further modification to the provisions.

New Business

(A) Charter Amendment Resolutions

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

(B) Ordinances

Ordinance 3865 (*1st reading*)- providing for the closure of two (2) portions of a street known as Park Alley, in the vicinity of Williams Street and Cecelia Street, as requested by Cumberland Gateway Real Estate LLC, and authorizing conveyance of the closed portions to Cumberland Real Estate LLC, as adjoining property owner, with certain easements, reservations and restrictions incorporated into the deed

(C) Orders (Consent Agenda)

Order 26,641 - authorizing the execution of Change Order 1 to City Project 9-18-BR, "Replacement of Bridge No. A-C-06 - Balt. St. Over Wills Creek" to authorize payment to AC Government for Final Design Services with the County paying MDOT directly and seeking reimbursement from the City for its cost-share portion of 20% of the estimated total Final Design cost of \$427,391.05 which will be a total estimated amount of \$85,478.21

Order 26,642 authorizing the execution of C.O. No. 1 to the current contract with Excavating Assoc., City project 27-19-M, "Bellevue St. Sidewalk Upgrades" in the increased lump sum price of \$22,125.95, bringing the new contract sum to \$103,375.95, to be fully funded through the CDBG program

Order 26,643 - approved the submission of a Draft Citizen Participation Plan and Draft 2020 Consolidated Five Year Plan for the City's Community Development Block Grant (CDBG) Program to HUD and approving program funding recommendations for the 2020 program year in the total amount of \$809,542

Order 26,644 - authorizing execution of an Easement Agreement with MC Broadband Cooperative, Inc., regarding a MOU effective February 13, 2019, to allow MD Broadband the right to use the City's rights-of-ways and easements to install, operate and maintain fiber, subject to certain conditions defined in the agreement

Order 26,645 - authorizing execution of a Subordination Agreement with CG Enterprises, LLC to subordinate the lien position of the Upper Story Redevelopment Five Year Forgivable Loan pertaining to 66-72 Pershing Street, recorded on June 1, 2018 (Liber 2386, folio 221), for the purpose of refinancing a loan to assist with the purchase of additional real estate

Order 26,646 - authorizing execution of a Settlement Agreement and Consent Order (WMA Case No. CO-20-2652) with the MD Department of the Environment, to define interim performance standards for the John J. DiFonzo Water Reclamation Facility (Waste Water Treatment Plant) through October 1, 2020, during the installation and start-up of the Aeration Blower Replacement Project (23-18-WWTP)

Public Comments

All public comments are limited to 5 minutes per person

To provide public comment during the Public Comments section of the agenda via video conference: <https://us02web.zoom.us/j/85672002454?pwd=R3dRMGRXNEIvNUc3L3VMOENScHZKdz09> and use Meeting ID (856 7200 2454) Password (804210). To join by phone: (+1 301 715 8592) US; Meeting ID: (856 7200 2454) Password: (804210)

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Adjournment

Item Attachment Documents:

Administrative Services monthly report for March, 2020

Administrative Services Monthly Report for March 2020

May 19, 2020

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 March, 2020:

Management Information Systems (MIS) Department March 2020

Statistics

151 completed help desk requests
212 open help desk requests

Activities

Major department initiatives in the past month include:

- Continue working with Community Development on new software deployment project
- Continue troubleshooting/refining mobile data terminal setup in police cars
- Continue making network changes to update our environment and improve security
- Begin working with vendor for Center City (George Street) Parking Garage cameras and overall camera management solution
- Set up laptops to facilitate city employees working from home
- Provide other assistance due to Covid-19 crisis; including remote meeting support

Parks and Recreation

March 2020

The Covid-19 pandemic began nationally early in the year and locally this month. Many events and programs have been canceled or delayed until this pandemic has concluded.

Schools have been closed since 3/16/20. Other preventive measures were ordered by State and National authorities. All City Hall staff began working from home on 3/31/20

Reservations for the six covered Pavilions at Constitution Park continue to be taken for the 2019 season. Rental Fees are \$ 100.00 for the Large Pavilion and \$ 75.00 for the Small Pavilion.

Reservations made in the month of March – 6

Pavilion usage has been delayed until further notice.

Co-ed Volleyball League - 7 teams, 56 participants, games are played weekly on Wednesday nights at South Penn Elementary School. Play is under the direction of Carol Brown. 2 weeks of games – 6 matches – Attendance 96 League play ended with the closing of schools.

Field and court usage for the month of March:

League play was delayed with the canceling of school

By order of the Governor of Maryland, all parks and playgrounds were ordered closed to the public.

Areas of work

- Work with leagues, and groups to monitor facility closings.
- Park Pool 2020 season – Work with Amy Nazelrod, pool manager for changes related to the uncertainty of the upcoming pool season – Interviews and pool test was canceled for lifeguard applicants
- Plans were made for school Marble tournaments, however with the closing of school's supplies were not able to be delivered.
- Continue work related to pavilion reservations - (Phone calls for reservations have slowed down)
- Summer Day Camp Brochure preparation has been put on hold until future notice.
- Annual Easter Egg Hunt program scheduled for Friday April 10 - Cancelled
- All seasonal employee hiring has been suspended
- Park Summer Concert Schedule filled, however on hold for now.

Meetings

Recreation Advisory Board Meeting Monday March 2

Department meetings and updates related to operations due to Coronavirus

Upcoming

Continue daily work from home until further notice

Continue to plan for the upcoming season

Community Development Report

March 2020

CODE COMPLIANCE

Code Enforcement Activity:

20 calls with 11 resolved.

Closed 6 ad'l cases from previous months.

Nuisance & Junk Vehicle

Reported 15

Resolved 9

Property Maintenance

Reported 1

Reported 2

Resolved 0

Resolved 1

Building Code

Housing Code

Reported 1

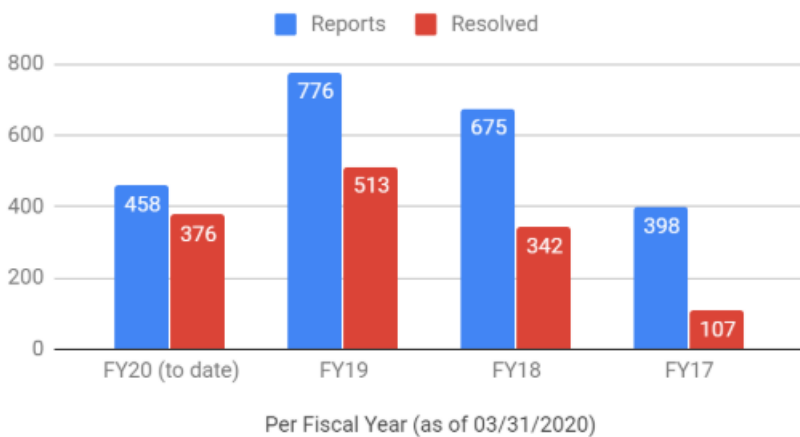
Resolved 1

Zoning

Reported 1

Resolved 0

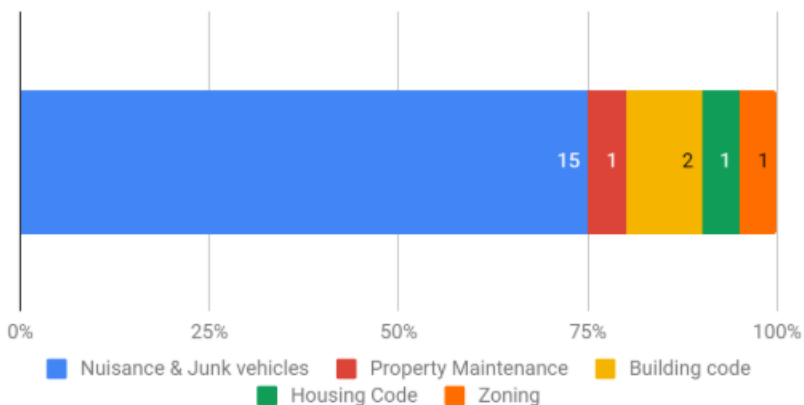
Calls vs. Resolved per FY



Note: CD is up 29% on resolving reports in FY20 vs. FY19;

61% increase from FY18; 203% increase from FY17

Code Violations Reported in March 2020



Permits, Applications, and Licenses

Building Permits		Occupancy Permits		Plan reviews, etc.	
Received:	4	Received:	3	Received:	0
Issued:	2	Issued:	4		

COA Permits		Rental Licenses		Housing Inspections	
Received:	0	Issued/Renewed:	18	Conducted:	22
		Passed:	22		

Demolitions

Received: 4
Approved: 9

Revenue

Building Permits	\$783.00
Bldg. Permits, Miscellaneous	45.00
Occupancy Permits	90.00
Utility Permits	0.00
Plan Reviews, Amendments & Appeals	0.00
Municipal Infractions/Citations	0.00
Rental Licenses (new & renewals)	1,750.00
Paid Housing Inspection Requests	0.00
Certificates of Appropriateness	<u>0.00</u>

TOTAL **\$2,668.00**

Demolition Permit - Bonds \$4,500.00

Code Compliance Manager Report – Noted Activity

- Demolition completed of: 5 Cresap Street.
- Razed six City owned properties: 1016 Ella Street, 119 Pennsylvania Ave., 218 Park St., 17 Waverly Terr., 19 Waverly Terr., and 411 Central Ave. (4 additional planned to be demolished)
- Assisted “Roberts Oxygen” in finding a new location within the City limits.
- Completed a Plan of Action for Dept. of Community Development concerning COVID-19.
- Notice of Violations posted and staff continues to collect late fees for past due Residential Rental License Program.

Community Services Specialist - activity notable from norm:

- Assisted the Historic Preservation Commission at their 3/11 meeting
- Following the HPC Meeting on 3/11, Fred Stratura of the Maryland Association of Historic District Commissions led a workshop for the HPC on "Ethics and Defensible Decision Making"
- Three applications for a Certificate of Appropriateness were reviewed/approved; two by the HPC and one by staff
- The HPC declared 130 Polk Street to be in "Demolition by Neglect" Staff provided the owners (by certified letter) with short and long term requirements to resolve the situation
- Spoke with one of the two owners of 130 Polk Street regarding the requirements
- Worked with Mike Cohen and BB&T staff to develop a plan to resolve the issues at 130 Polk Street
- Provided review determination letters to all applicants for a Certificate of Appropriateness
- A notice to suspend the Ordinance-required 45 day review deadline for Certificates of Appropriateness was approved and issued due to the COVID19 health emergency. This was enabled through the Governor's emergency declaration
- Reviewed and scored the applications received for the Maryland Heritage Areas Authority capital, non capital, and mini grants that were received by the Passages of the Western Potomac Heritage Area for this years' round
- Submitted all Community Legacy Quarterly Reports
- Submitted final invoice and payment documentation for Community Legacy funds that were advanced in June 2019 for the Central Business District Upper Story Redevelopment Program
- Continued working on closing out final requests for payment for 2016 Community Legacy-funded Facade Improvement Program
- Continued to work with Citizenserve on software implementation needs and began staff training on the platform
- Corresponded with State staff at MHT and DHCD regarding active projects.

Community Development Programs

Community Development Block Grant (CDBG) Monthly Activity 01/2020		March Rprt				
<i>Activity</i>	<i>Year</i>	<i>Initial Fund</i>	<i>ERR</i>	<i>Contract</i>	<i>Spent</i>	<i>Remain</i>
ADA Sidewalk Imps (Cumberland St)	2015	\$110,000.00	x	x	\$47,009.04	\$62,990.96
ADA Sidewalk Imps (Cumberland St)	2018	\$63,051.44	x	x	\$0.00	\$63,051.44
CB Sidewalk funds Bellevue	2017	\$23,192.54	x	x	\$0.00	\$23,192.54
CHNS Closing Cost Grant	2018	\$13,403.00	x	x	\$4,000.00	\$9,403.00
Friends Aware, Inc. Facility Rehab Ph. 4	2018	\$79,913.00	x	x	\$71,921.70	\$7,991.30
Program Income 2019	2019	\$1.44				\$1.44
correct on 3/10/2020						
2015-2018 Funds		\$289,561.42			Total All	\$166,630.68

Bellevue Sidewalks	2019	\$72,117.31	x	x		\$72,117.31
HRDC Emergency Housing	2019	\$25,000.00	x	x	\$2,344.96	\$22,655.04
Admin	2019	\$121,447.70	x	na	\$29,421.86	\$92,025.84
Indirect Cost	2019	\$10,552.30	x	na	\$5,276.00	\$5,276.30
FH	2019	\$10,000.00	x	na	\$2,148.91	\$7,851.09
YMCA Gilchrist Ph. 5 Playground	2019	\$77,000.00	x	x		\$77,000.00
AHEC Dental Access	2019	\$8,000.00	x	x	\$2,516.95	\$5,483.05
Assoc. Charities Long Term	2019	\$8,750.00	x	x		\$8,750.00
Assoc. Charities Short Term	2019	\$7,800.00	x	x		\$7,800.00
Incredible Years Parenting Fam Junction	2019	\$10,000.00	x	x	\$2,574.74	\$7,425.26
PHA FCH Sidewalks	2019	\$50,000.00	x			\$50,000.00
FCRC Shelter	2019	\$10,500.00	x	x	\$3,229.54	\$7,270.46
AHEC Denture Program -re-program to Dental Access	2019	\$7,000.00	x	x		\$7,000.00
ACM ADA WEX Loft Lift Rehab	2019	\$40,000.00	x	x		\$40,000.00
YMCA Riverside Rehab: Roof/Fence/Int Doors	2019	\$320,450.00	x	x	\$269,100.00	\$51,350.00
Const. Park Grove 4 Inclusive Playground	2019	\$43,728.41	x			\$43,728.41
Summer @ Your Library	2019	\$2,000.00	x	x		\$2,000.00
Assoc. Charities Food Pantry	2019	\$3,200.00	x	x		\$3,200.00
Horizon Goodwill Job Training Program	2019	\$21,000.00	x	x		\$21,000.00
2019 Total Funds		\$789,841.00				\$531,932.76
2019 Project Funds		\$848,545.72				\$531,932.76
as of 3/10/20 post Feb 2020 Draw						
					Grand Total	\$698,563.44

Community Development Programs Manager Report

March 2020

- Assisted the Historic Preservation Commission at their 2/12 meeting
- Reviewed and scored the applications received for the Central Business District Accessibility Improvement Program
- Provided review determination letters to all applicants for a Certificate of Appropriateness as well as forwarded the Historic Preservation Commission's recommendation to the Mayor and City Council for a local historic site determination for the Avirett Place Columns
- Two applications for a Certificate of Appropriateness were approved by the Historic Preservation Commission
- Met with the review team on February 18 to determine recommendations for funding for the Central Business District Accessibility Improvement Program - recommended a "not to exceed" \$50,000 award for accessible door openers at entrances to each store entrance at the Shops at Canal Place and in public spaces in the Western Maryland Railway Station.
- Worked with Engineering staff to prepare phased project for Long Field at Constitution Park
- Continued working on closing out final requests for payment for 2016 Community Legacy-funded projects.

**Comptroller's Office
Financial Activity Report
March 2020**

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of March 2020.

On March 1, 2020 the City had a cash balance of \$5.5 million. Disbursements exceeded receipts by \$2.6 million resulting in a cash balance of \$2.9 million at March 31, 2020.

As of March 31, 2020, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund)					\$ 2,484,586
	Beg Balance	New Billing	Collections	Bad Debt	Ending Balance
FY 2020	\$ 1,624,999	\$ 92,746	\$ 211,911	\$ -	\$ 1,505,834
FY 2019	\$ 610,942	\$ -	26,201		\$ 584,741
FY 2018	299,628	-	36,119	-	263,509
FY 2017	38,697	-	1,041	-	37,656
FY 2016	29,080	-	285	-	28,795
FY 2015	25,729	-	278	-	25,451
FY 2014	15,146	-	-	-	15,146
FY 2013	11,634	-	-	-	11,634
FY 2012	5,658	-	-	-	5,658
FY 2011	3,172	-	-	-	3,172
Prior FY's	2,990	-	-	-	2,990
	<u>\$ 2,667,675</u>	<u>\$ 92,746</u>	<u>\$ 275,835</u>	<u>\$ -</u>	<u>\$ 2,484,586</u>

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

Real property (non-owner occupied)	\$ 790,909
Non-Corp Personal Property	6,347
Corporate Personal Property	231,084
Real Property (semiannual payments)	477,494
Real Property (Half Year)	-
	<u>\$ 1,505,834</u>

The City liquidity position continues to be strong as illustrated in the following cash and investments table. Restricted cash and investments are comprised primarily of invested bond proceeds restricted to associated capital projects and expenditures.

Cash and Investment Summary		
March 31, 2020		
	Cash	Investments
Beginning Balance	\$ 5,514,388	\$ 13,892,783
Add:		
Cash Receipts	5,820,190	17,860
Investment Transfer	-	-
Less:		
Disbursements	8,474,568	-
Investment Transfer	-	-
Ending Balance	\$ 2,860,010	\$ 13,910,643
Restricted	\$ 269,238	\$ 6,958

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

Restricted Cash

	3/1/2020	Increase	Utilization	3/31/2020
Police Seizures	\$ 86,205	\$ 933	\$ 150	\$ 86,988
Bowers Trust	24,068	-	-	24,068
Restricted Lenders	106,341	-	-	106,341
Other	51,841	-	-	51,841
	\$ 268,455	\$ 933	\$ 150	\$ 269,238

Restricted Investments

	3/1/2020	Increase	Utilization	3/31/2020
DDC	\$ 6,957	\$ 1	\$ -	\$ 6,958
	\$ 6,957	\$ 1	\$ -	\$ 6,958

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

Capital Projects and Associated Debt:

The tables below illustrate undrawn Maryland CDA bond proceeds as well as the accumulated debt draws and grants received associated with the ongoing Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds

	3/1/2020	Issue	Utilization	3/31/2020
CDA 2014	\$ 497,817	\$ -	\$ -	\$ 497,817
CDA 2015	968,549	-	102,901	865,648
CDA 2017	39,986	-	-	39,986
CDA 2018	1,764,365	-	187,751	1,576,614
CDA 2019	3,407,019	-	-	3,407,019
	\$ 6,677,736	\$ -	\$ 290,652	\$ 6,387,084

CSO Projects Debt Draws

	3/1/2020	Issue	Utilization	3/31/2020
Evitts Creek Debt	\$ 143,260	\$ -	\$ -	\$ 143,260
Evitts Creek Grant	-	-	-	-
WWTP Debt	2,833,866	-	-	2,833,866
WWTP Grant	22,475,087	-	497,475	22,972,562
	\$ 25,452,213	\$ -	\$ 497,475	\$ 25,949,688

The CDA 2015 \$103K debt draw was for misc. sewer fund capital projects and engineering fees associated with design of the Baltimore Street Access project. The CDA 2018 debt draws were for the (2) street dept vehicles, (1) Water Dist. vehicle, (1) Sanitary Sewer vehicle and (1) Flood Dept vehicle.

The Wastewater Treatment Plant (WWTP) CSO project is nearing completion. The WWTP CSO March draw requests were \$497K in BRF grants and no new debt. The WWTP CSO project is expected to be substantially complete in June 2020 pending COVID-19 restrictions.

The Evitts Creek CSO project is temporarily on hold as we continue to seek additional funding to expand the project.

General Fund Quarterly Budget Review

The table below illustrates the differences between the Adopted FY 2020 budget and the unofficial revised budget with a following explanation for the most significant variances.

City of Cumberland
FY 2020 Adopted vs Revised Comparison

	Adopted Budget	Revised Budget	Change Fav (Unfav)
Revenues			
Taxes	\$ 12,691,001	\$ 12,321,424	\$ (369,577)
Licenses & Permits	127,600	129,900	2,300
Intergovernmental	3,643,261	3,570,101	(73,160)
Charges for Services	1,579,425	1,656,499	77,074
Fines, Forfeitures & Interest	66,100	109,700	43,600
Miscellaneous	618,800	653,922	35,122
Financing Proceeds	3,207,500	3,283,326	75,826
Interfund Transfers	1,976,352	1,770,817	(205,535)
Total Revenue and other financing sources	23,910,039	23,495,689	(414,350)
Expenditures			
General Government	1,850,672	1,820,947	29,725
Public Safety	12,717,910	11,121,520	1,596,390
Public Works	2,925,181	2,846,684	78,497
Recreation	986,579	927,957	58,622
Community Dev & Housing	1,372,088	1,376,571	(4,483)
Debt Service	2,801,865	2,817,781	(15,916)
Operating Transfers	1,065,431	1,579,334	(513,903)
Total Expenditures and other financing uses	23,719,726	22,490,794	1,228,932
Surplus (Deficit)	\$ 190,313	\$ 1,004,895	\$ 814,582
Creation (utilization)			
Restricted/nonspendable fund balance	(96,186)	(970,842)	(874,656)
Increase in unassigned Fund balance	\$ 94,127	\$ 34,053	\$ (60,074)

Revenue and sources:

- Tax revenue – down \$370K - The estimated tax revenue reduction is primarily due to a 0.9% unfavroable variance in real estate tax bills, reductions in hotel/motel tax and penalties/interest collections caused by pandemic restrictions and cancelations.
- Intergovernmental revenue is down \$73K caused primarily by a lower estimate for income tax allocations cuased by the pandemic.
- Interfund transfers – payment in lieu of taxes are based on “taxable” utility assets and were lower than expected due to delays in capital purchases and delays in capital project completion.

Expenditure and uses:

- Public Safety – the revision is down \$1.6 million primarily due to a delay in the delivery of the \$1.3 million ladder truck that was budgeted and ordered in FY 2020. It likely will not get delivered until FY 2022. The balance is primarily due to vacancies in the police department.
- Public works – we spent much less on snow removal than anticipated in the budget causing the downward revision.
- Operating transfers – capital projects timing differences between fiscal years resulted in capital expenditures and the associated general fund transfer moving from FY 2019 to FY 2020.

Restricted fund balance utilization – the difference is associated with capital equipment and capital project timing differences.

Overall, we are expecting the unassigned surplus to be \$60K less than budgeted.

The table below depicts the general fund FY 2020 “revised” budget status through Mar 31, 2020 and compares to the same period in FY 2019.

City of Cumberland FY 2020 Comparison to FY 2019 General Fund							
	FY 2020			FY 2019			
	YTD Expenses Thru Mar 31	Revised Budget	%age	YTD Expenses Thru Mar 31	Actual Total	%age	Adopted Budget
Revenues							
Taxes	\$ 12,130,294	\$ 12,321,424	98.4%	\$ 11,928,786	\$12,105,265	98.5%	\$ 12,209,440
Licenses & Permits	68,739	129,900	52.9%	11,917	82,830	14.4%	141,500
Intergovernmental	2,087,399	3,570,101	58.5%	2,385,447	3,343,015	71.4%	3,096,050
Charges for Services	1,158,032	1,656,499	69.9%	1,013,574	1,624,314	62.4%	1,456,700
Fines, Forfeitures & Interest	84,330	109,700	76.9%	79,580	104,820	75.9%	35,700
Miscellaneous	456,548	653,922	69.8%	726,832	932,128	78.0%	916,300
Financing Proceeds	3,283,661	3,283,326	100.0%	574,454	573,320	100.2%	552,000
Interfund Transfers	1,770,567	1,770,817	100.0%	1,789,211	1,789,211	100.0%	1,796,963
Total Revenue and other financing sources	21,039,570	23,495,689	89.5%	18,509,800	20,554,902	90.1%	20,204,653
Expenditures							
General Government	1,421,223	1,820,947	78.0%	1,384,620	1,823,931	75.9%	1,767,771
Public Safety	8,297,287	11,121,520	74.6%	8,124,903	10,739,877	75.7%	10,934,399
Public Works	1,997,468	2,846,684	70.2%	1,881,097	2,486,455	75.7%	2,630,767
Recreation	617,698	927,957	66.6%	624,435	832,009	75.1%	999,638
Community Dev & Housing	984,814	1,376,571	71.5%	710,275	1,086,336	65.4%	1,249,668
Debt Service	1,362,629	2,817,781	48.4%	1,068,891	2,149,568	49.7%	2,087,537
Operating Transfers	938,697	1,579,334	59.4%	1,666,213	1,953,717	85.3%	2,648,760
Total Expenditures and other financing uses	15,619,816	22,490,794	69.4%	15,460,434	21,071,894	73.4%	22,318,540
Surplus (Deficit)	\$ 5,419,754	\$ 1,004,895		\$ 3,049,366	\$ (516,992)		\$ (2,113,887)
Creation (utilization) Restricted/nonspendable fund balance		(970,842)			1,208,185		2,125,651
Increase in unassigned Fund balance	\$ 5,419,754	\$ 34,053		\$ 3,049,366	\$ 691,193		\$ 11,764

Revenue

- Revenue is tracking about the same as it did last year – 90% of the revenue recognized through March (75% of the fiscal year). This is typical due to most tax revenue being billed within the first couple of months.
- Intergovernmental revenues are behind the pace from last year due to timing differences in State Highway User revenue. It remains to be seen what effect the COVID-19 pandemic will have on overall HUR in FY 2020.
- The year-over-year interfund transfers difference is due to timing difference between years.

Expenditures

- Expenditures are tracking about the same as in FY 19 and are in-line with the revised budget.
- Transfer for capital projects are behind schedule but there is a plan to make up the time.

The change in restricted fund balance is due to timing differences of capital funding vs capital expenditures.

Health Care Claims Analysis

The table below compares our FY 20 YTD health care plan status to FY's 17, 18 & 19. Key points are as follows:

- Through Feb 29 we have a \$628K surplus compared to \$106K through the same date last year. This is the best position we have been at this point in the year since we started tracking the monthly claims status in FY 2017.
- A key figure to monitor is our performance ratio. The annual rates are established by estimating claims and adding a 15% "corridor" as a cushion for overages. A performance ratio of 100% indicates that we are at the expected claims rate. Through February we were at a claims ratio of 86.5%.
- We are members in LGIT health insurance group. Each group member pledges a "cross-share" that can be used to cover deficits of other members. Our "potential refund" represents a surplus less any anticipated cross-share.
- Our health care rates are increasing 4.6% for FY 21. We were originally told to expect a 10%-12% for FY 21 as our FY 19 performance ratio was at 109%.
- There is little doubt that our favorable claims performance is at least partly attributable to the COVID-19 pandemic and associated elective surgeries and scheduled Dr. appointments are being postponed to a later date.

Month	Total Deposits	Reinsurance Reimbursement		Net Monthly Claims Paid	CIGNA Refunds	Surplus (Deficit)	Performance Ratio	Pledged Cross Share		Anticipated Cross Share Needed	Potential Refund
		Received	Pending					Percentage	Dollars		
Feb-20	2,662,940	101,926	506,979	2,729,586	118,770	661,029	86.45%	22.5%	(148,732)	(32,469)	628,560
Feb-19	2,541,373	38,021	200,925	2,718,928	60,038	121,429	109.51%	22.5%	(27,321)	(14,947)	106,482
Feb-18	2,552,149	23,748	8,264	2,117,409	27,738	494,490	94.04%	22.5%	(111,260)	(22,989)	471,501
Feb-17	2,465,477	121,191	63,673	2,361,181	41,545	330,705	96.56%	22.5%	(14,326)	(23,318)	307,387

Respectfully submitted,

Jeff Rhodes
City Administrator

sln

Item Attachment Documents:

Maintenance Division monthly reports for March & April, 2020

MAINTENANCE DIVISION REPORT
March & April 2020

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

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

- **POTHOLES AND COMPLAINTS**
 - Potholed 21 streets & 3 alleys using 8 tons of cold patch
- **TRAFFIC CONTROL SIGNS/STREET NAME SIGNS**
 - Installed 2 Handicap Parking signs/painted curbs blue
 - Removed 2 Handicap Parking signs/painted curbs black
 - Installed/Repaired 44 traffic control signs
 - Installed 13 street name signs
 - Painted 1 curb red
- **STREET SWEEPING**
 - 431 miles
 - 23 loads
- **MISCELLANEOUS**
 - Completed 52 Work Orders
 - Set up traffic control, No Parking signs for multiple events
 - Installed art work on walls of George St Parking Garage
 - Training for Covid-19
 - Cleaned & disinfected trucks & equipment
 - Cleaned ditch line on Braddock Rd
 - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St Bridge & Welch Ave. drainage ditch 4 times.
 - Picked up 5 dead animals
 - Cleared brush & debris along the city's tractor route
 - Picked up trash/discarded items on 3 occasions
 - Cleaned & disinfected Municipal Center shop & offices multiple times daily

STREET MAINTENANCE - MARCH 2020		3/2-3/6	3/9-3/13	3/16-3/20	3/23-3/27	3/30-3/31	TOTAL
SERVICE REQUEST COMPLETED		9	19	3	15	6	52
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY						0
UTILITY HOLES REPAIRED	WATER	4	6	2	5		17
	SEWER						0
	CY	1cy	2cy	1.25cy	1.5cy		5.75cy
	TONS						0
POTHOLE FILLING	STREETS	5	8		6	2	21
	ALLEYS		1		1	1	3
	DAYS	2	2		1	2	7
	Cold Mix	2t	3t		1t	2t	8t
	TONS						0
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED		35		3	6		44
STREET NAME SIGNS REPAIRED/INSTALLED		2		1	10		13
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
		1			1		2
		1		1			2
PAINTING PERFORMED	BLUE	2			1		3
	YELLOW						0
	RED	1					1
PAVEMENT MARKINGS INSTALLED	No.						
STREET CLEANING	LOADS		10	7	6		23
	Miles		191	160	80		431
SWEEPER DUMPS HAULED TO LANDFILL	TONS		6.5t		20.6t		27.1t
SALT BARRELS - PICK UP, FILL	DAYS				1		1
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1		4
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL / TREE WORK	Areas	3	6	6	3	2	20
Check Drains/Clean Debris	DAYS						0
LEAF PICK UP	Loads						0

Set up traffic control, no parking signs for multiple events
 Picked up trash/discarded furniture on 3 different occasions
 Training for Covid-19
 Cleaned & disinfected trucks and equipment
 Cleaned ditch line on Braddock Rd
 Picked up 5 dead animals
 Cleaned & disinfected Municipal Center shop & offices multiple times daily
 Cleared brush & debris along the city's tractor route
 Installed art work on walls of George St. Parking Garage

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

- Constitution Park , Mason's Complex and Area Parklets
 - Cleaned up garbage 3 times a week
 - Prepared pavilions & Activities Building for rentals
 - Mowed & trimmed @ Constitution Park 2 days
 - Mowed & trimmed @ Mason's Complex 2 days
 - Mowed & trimmed parklets 2 days
- Ball Fields
 - Nonneman Field
 - Drug 1 time
 - Mowed 1 time
 - Northcraft Field
 - Drug 1 time
 - Mowed 1 time
 - JC Field
 - Drug 1 time
 - Spiked 1 time
 - Mowed 1 time
 - Long Field
 - Drug 1 time
 - Spiked 1 time
 - Galaxy Soccer Field
 - Lined 2 times
 - Mowed 1 time
- Miscellaneous Work
 - Performed basic housekeeping @ Municipal Building
 - Cleaned, disinfected the Craft House & Activities Building
 - Performed preventative maintenance on mowers, trimmers & blowers
 - Prepared feed & bedding for ducks & geese @ the Duck Pond
 - Cleaned, disinfected & performed preventative maintenance on Park & Rec vehicles
 - Picked up new trash cans (barrels) from Schroeder Industries

Fleet Maintenance
March 2020

Total Fleet Maintenance Projects	147
Central Services	2
Community Development	4
DDC	0
Engineering	0
Fire	11
Flood	4
MPA	1
P & R Maintenance	9
Police	20
Public Works	1
Sewer	6
Snow Removal	4
Street Maintenance	18
Vehicle Maintenance	8
Water Distribution	36
Water Filtration	0
WWTP	4
Scheduled Preventive Maintenance	16
Service Calls	3
Total Work Orders Submitted	30
Risk Management Claims	0
Fork Lift Inspections	0

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

- POTHoles AND COMPLAINTS
 - Potholed 6 streets & 3 alleys using 6 tons of cold patch
- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
 - Installed/Repaired 9 traffic control signs
 - Installed 6 street name signs
 - Painted 2 curbs red
 - Painted 1 curb black
- STREET SWEEPING
 - 787 miles
 - 41 loads
- MISCELLANEOUS
 - Completed 40 Work Orders
 - Set up traffic control & flagged intersection of S Mechanic St & Harrison St
 - Moved ADA ramp & installed berms @ 401/403 Ascension St
 - Moved mailbox posts @ 856 Sperry Terrace
 - Cleaned & disinfected trucks & equipment
 - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St Bridge & Welch Ave. drainage ditch 4 times.
 - Picked up 4 dead animals
 - Cleared brush & debris along the city's tractor route
 - Picked up trash/discarded items on 4 occasions
 - Cleaned & disinfected Municipal Center shop & offices multiple times daily

STREET MAINTENANCE - APRIL 2020		4/1-4/3	4/6-4/9	4/13-4/17	4/20-4/24	4/27-4/30	TOTAL
SERVICE REQUEST COMPLETED		7	7	6	13	7	40
ASPHALT PROJECTS	TONS					6.5t	6.5t
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY	1cy	1cy		4cy		6cy
UTILITY HOLES REPAIRED	WATER	3	4	2	3	2	13
	SEWER					1	1
	CY	2.25cy	1.75cy	.5cy			4.5cy
	TONS				4.5t	24t	28.5t
POTHOLE FILLING	STREETS				6		6
	ALLEYS				3		3
	DAYS				3		3
	Cold Mix						0
	TONS				6t		6t
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED			2		7		9
STREET NAME SIGNS REPAIRED/INSTALLED			6				6
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
							0
							0
PAINTING PERFORMED	BLUE						0
	YELLOW						0
	RED				2		2
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS	6	6	13	12	4	41
	Miles	120	142	189	181	155	787
SWEEPER DUMPS HAULED TO LANDFILL	TONS		15.1t	.27t	10.4t		25.77t
SALT BARRELS - PICK UP, FILL	DAYS	3	1				4
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1		4
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Areas	2	3	3		1	9
Check Drains/Clean Debris	DAYS			1	1	2	4
LEAF PICK UP	Loads						0

Set up traffic control & flagged intersection of S Mechanic St & Harrison St
 Picked up trash/discarded furniture on 4 different occasions
 Moved mailbox posts @ 856 Sperry Terrace
 Cleaned & disinfected trucks and equipment
 Moved ADA ramp & installed berms @ 401/403 Ascension St
 Picked up 4 dead animals
 Cleaned & disinfected Municipal Center shop & offices multiple times daily
 Cleared brush & debris along the city's tractor route

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

- Constitution Park , Mason's Complex and Area Parklets
 - Cleaned up garbage 3 times a week
 - Mowed & trimmed @ Constitution Park 11 days
 - Mowed & trimmed @ Mason's Complex 12 days
 - Mowed & trimmed parklets 11 days
- Ball Fields
 - Nonneman Field
 - Mowed 3 times
 - Northcraft Field
 - Mowed 2 times
 - Flynn Field
 - Mowed 2 times
 - Cavanaugh Field
 - Drug 1 time
 - Mowed 3 times
 - JC Field
 - Mowed 1 time
 - Long Field
 - Mowed 2 times
 - Abrams Field
 - Mowed 3 times
 - Galaxy Soccer Field
 - Mowed 3 times
 - Bowers Field
 - Mowed 3 times
 - Pistol Range
 - Mowed 2 times
- Miscellaneous Work
 - Performed basic housekeeping @ Municipal Building
 - Cleaned, disinfected the Craft House & Activities Building
 - Performed preventative maintenance on mowers, trimmers & blowers

- Prepared feed & bedding for ducks & geese @ the Duck Pond
 - Cleaned, disinfected & performed preventative maintenance on Park & Rec vehicles
 - Picked up new trash cans (barrels) from Schroeder Industries
 - Started performing maintenance on pools @ Constitution Park
- Closed all parks & playgrounds due to Covid-19 pandemic

Fleet Maintenance
April 2020

Total Fleet Maintenance Projects	149
Central Services	1
Community Development	2
DDC	0
Engineering	4
Fire	4
Flood	5
MPA	1
P & R Maintenance	13
Police	29
Public Works	0
Sewer	6
Snow Removal	1
Street Maintenance	34
Vehicle Maintenance	8
Water Distribution	16
Water Filtration	0
WWTP	0
Scheduled Preventive Maintenance	16
Service Calls	9
Total Work Orders Submitted	18
Risk Management Claims	0
Fork Lift Inspections	0

Item Attachment Documents:

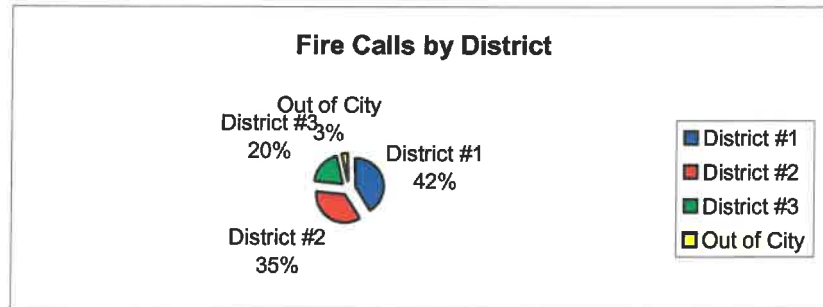
Fire Department monthly report for April, 2020

Report of the Fire Chief for the Month of April, 2020
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 93 Fire Alarms:

Responses by District:

District #1	38
District #2	33
District #3	19
Out of City	3
	<hr/>
	93



Number of Alarms:

First Alarms Answered	92
Working Alarms Answered	1
	<hr/>
	93

Calls Listed Below:

Property Use:

Public Assembly	1
Educational	0
Institutional	7
Residential	55
Stores and Offices	5
Special Properties	24
Undetermined	1
	<hr/>
	93

Type of Situation:

Fire or Explosion	8
Overpressure, Rupture	1
Rescue Calls	53
Hazardous Conditions	4
Service Calls	9
Good Intent Calls	10
False Calls	8
	<hr/>
	93

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in April:	\$720.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	\$15,870.00
Fire Service Fees for Fire Calls Paid in April:	\$444.67
Fiscal Year Fees Paid in Fiscal Year:	\$5,200.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$10,345.00

Fire Service Fees for Inspections and Permits Billed in April:	\$0.00
Fire Service Fees for Inspections and Permits Paid in April:	\$0.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,300.00

Cumberland Fire Department Responded to 378 Emergency Medical Calls:

In City Calls	363
Out of City Calls	<u>15</u>
Total	378

Inside/Outside City



Total Ambulance Fees Billed by
Medical Claim-Aid in April: \$153,370.00

Ambulance Fees Billed Fiscal Year to Date: \$1,350,262.11

Ambulance Fees Paid:
Revenue Paid in April: \$114,250.60

FY2020 Ambulance Fees Paid in FY2020: \$810,245.21

Total Ambulance Fees Paid in FY2020: \$966,969.64
(All ambulance fees, current and previous fiscal years, paid in FY2020.)

Cumberland Fire Department provided 12 Mutual Aid Calls:

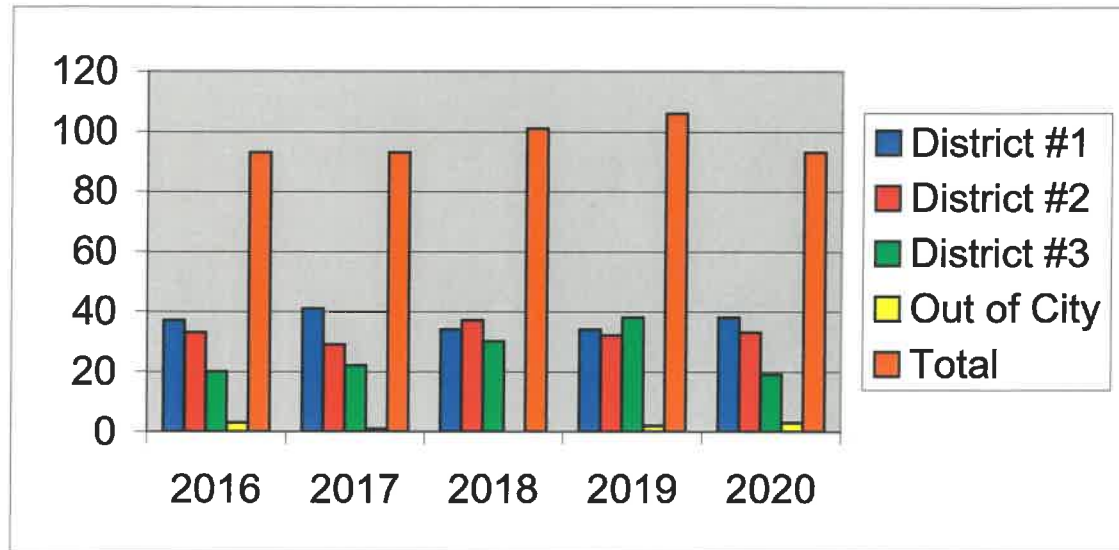
8 Mutual Aid calls inside Allegany County	
4 Mutual Aid calls outside of Allegany County	
<u>12</u>	
Bowman's Addition VFD	3
Cresaptown VFD	<u>5</u>
	8
Ridgeley, WV VFD	<u>4</u>
	12

Cumberland Fire Department provided 3 Paramedic Assist Calls:

0 Paramedic Assist calls inside Allegany County	
3 Paramedic Assist calls outside of Allegany County	
<u>3</u>	
Ridgeley, WV VFD	1
Short Gap, WV VFD	1
Wiley Ford, WV VFD	<u>1</u>
	3

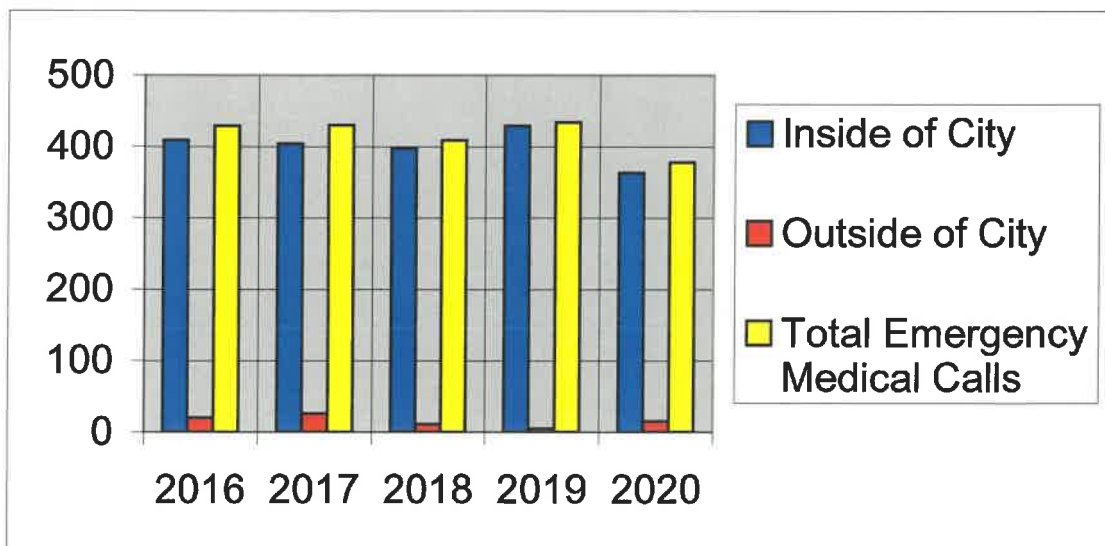
Fire Calls in the Month of April for a Five-Year Period

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
District #1	37	41	34	34	38
District #2	33	29	37	32	33
District #3	20	22	30	38	19
Out of City	3	1	0	2	3
Total	93	93	101	106	93



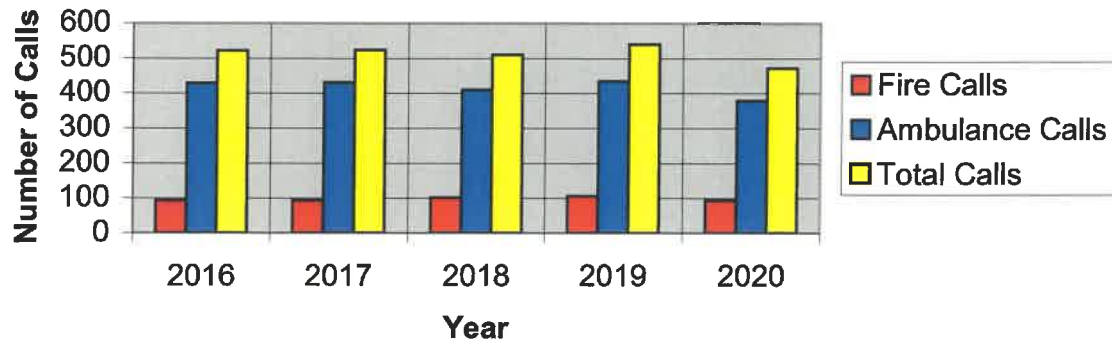
Ambulance Calls in the Month of April for a Five-Year Period

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Inside of City	409	404	398	429	363
Outside of City	20	26	11	5	15
Total Emergency Medical Calls	429	430	409	434	378



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

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Fire Calls	93	93	101	106	93
Ambulance Calls	429	430	409	434	378
Total Calls	522	523	510	540	471



Training

Training Man Hours:	379.75
Training Listed Below:	
Administrative Policies and Procedures	12.00
Safety Issues	9.00
Hose Operations	55.00
Apparatus Check Procedures	91.00
COVID-19 Protocols and Updates	75.25
General Driver Training	2.00
Standard Operating Procedures	4.50
Respiratory System	3.00
Circulatory System	5.00
Cardiovascular System	3.00
EKG 12-Lead	2.00
Strategic and Tactical Operations	8.00
Fire Scene Management	16.50
Hose Lines	62.50
Decontamination	10.00
Physical Fitness	14.00
Extrication	7.00
	<u>379.75</u>

Fire Prevention Bureau

Nothing to report.

Personnel

Nothing to report.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

Item Attachment Documents:

Utilities Division F/W/S monthly report for April 2020

April 2020 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates

Check sewage regulators

Run gate operators

Safety meeting

Perform other maintenance work as required

Mowing

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

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

SEWER BRANCH

Calls answered	10
Service lines opened	4
Owner's trouble	6
Traced lines/main	410
Mains Repairs/ Replace	3
Sewer taps installed/replaced	0
Cleaned catch basins	25
Cleanouts installed	0
Televised sewer mains	308' FEET
Televised sewer lines	0
Call outs/ overtime	3 callouts/ 7 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	4
Flushed mains	3,005 Feet
Gallons of water used	7,500 Gals.

608 Flush truck 3,000 Gals.

605 Vac-con truck 4,500 Gals.

Safety meeting

600 Holland St on Sylvan repaired catch basin

600 Shriver Ave on Corner (600 and 601 Pear St) repair catch basin

Locust St. repaired catch basin

82 Greene St. in parking lot replaced manhole cover

Williams St. S.E. Reinstalled ring and lid with concrete on Evitts creek sewer main

102 Oak St. cut out deck pans

807 Ashbrook Ave repaired sewer service line (hit by NPL)

110 Bedford St. repaired sewer main

919 Camden Ave dug up sink hole to check sewer main (no issues)

Cleaned storm drains & service center

827 N. Mechanic St. cleaned CSO site

Lake Dr. checked and cleaned man hole

201 S. Mechanic St. Hydro for traffic signal post (Belt)

Hydro 4 sites (water)

Hydro 3 sites (sewer)

Utilities Division Activity Report for Apr 20 WATER					
REQUEST	W/E 4/10/20	W/E 4/17/20	W/E 4/24/20	W/E 4/30/20	MONTHLY TOTALS
Service Technicians					
NON READS/Go backs	66	29	20	30	145
FINAL READS/TURN ONS/SHUT OFFS & DEMOS	1	1	3	1	6
LEAK INVESTIGATIONS/turn off-on	5	11	8	14	38
METER/STOP INVESTIGATIONS	3	5	3	4	15
REPAIR WIRING/GET READING					0
ORANGE TAG FOR REPAIRS	4	5	2	4	15
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	5	3	2	5	15
TURN WATER OFF					0
NONPMT/BAD CK/AGREE SHUT OFFS					0
SHUT OFF RECHECKS					0
REPLACE/REPAIR METER/LID/VALVE					0
DIRTY WATER/ODOR					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCK					0
NEW METER	4		3	2	9
METER FIELD TESTS-Residential	1		2	2	5
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out	1				1
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED	71			36	107
PRESSURE CHECK/NO WATER/DIRY WATER					0
MOVE METERS OUTSIDE/READINGS	3	2			5
SP Change Outs/Repairs/Reactivates/Move	8	6	2	3	19
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO	3	2	2		7
HYDRANT/IRRIGATION METER					0
Total					387
Pipe Technicians					
LINE LOCATOR	71	129	60	140	400
TAPS SERVICED	1	2	1		4
LEAKS REPAIRED	3	1			4
REPLACED HYD - DECATUR @ CHARLES	5				
NUMBERED HYDRANTS (several days)	2			2	
CLEANED TRUCK, TOOLS, FITTINGS	2				
REPLACED BOX/LID - 115 BELLEVUE		2			
REPLACED HYD & VALVE - YORK @ 4TH		4			
CHECKED FOR LEAK - 3RD @ SOUTH			4		
ABANDON SERVICE - 231 GLENN ST			4		
PUT DOWN GRASS SEED - HYD ON YORK			4		
CLEANED AROUND HYD - PINE AVE			3		
WATER SAMPLE - TAMPLEY/NO LEAK		2			
PUT HYD #878t BACK IN SERVICE		2			
REPLACED HYD #884 @ 975 KELLY RD		3			
RAISED BOX - 511 PATTERSON			3		
FLUSHED DEAD END - WEBER @ JAMES DAY			3		
NEW VALVE - HENDERSON @ BRIDGE			3		
CRIMPED DEAD END LINE - HOLLAND			3		
LOCATIONS OF VALVES/BLOWOFFS W/EVAN			2		
RAISED BOX - BEALL ST			3		
CHECKED HYDS @ MARTINS MKT - NOT HIT			3		
REMOVED TREES/BRANCHES - LEIPER/COLE			2		
REPLACED HYD - SMALLWOOD @ GREENE				4	
REPAIRED MOTOR MOUNTS ON 2" PUMP				2	
ASSISTED 330 WITH CURB BX - 849 GEPHART				2	
COLD MIXED HOLES				2	

Watershed					
Dug on 36" water main at dam looking for leak (several days)					
Backfilled ditch line after looking for leak					
Continued to listen for leak on valves around area					
Worked on leak at dam					
Performed maintenance work					
Removed down trees from access road					
Fixed ruts in field from Vac truck after leak was fixed					
Cleaned up burn pile					
Shoved dirt & rocks with D5					
Replaced air valve under Rt 51 bridge					
Locked up 2 manholes on 36" water line					
Cut brush & trees off water line (several days)					
Picked up materials in Bedford					
Leak Investigations - Davidson St & JFK building					
Performed maintenance on saws					
Pushed up dirt & rocks on spoils pile					
Trimmed trees off access roads					
Checked & flushed line - weber st					
Checked & replaced air valves - Henderson Ave & Lynn St					
Input air valve & water line documents into iPad					
Assisted 306 with man hole on Beall St					
Fixed air valve leak in 36" water main valve pit - Frederick St					
Burned brush piles					
Put new manhole lid on air valve - Frederick St					
Looked for leak @ dam					
Looked for meter box - Whitetail Ln					
Line locates - Lake Gordon Rd/168					
Picked up new saw					
Picked up trash at lower dam and boat ramp area					
Removed brush and trees off water line					
Line locate - Millpoint Dr					
Put together stone baskets for calvert pipe job					
Projects					
Projects -					0
GRAND TOTAL					866

Item Attachment Documents:

1. Approval of the Work and Regular Session Minutes of April 21, 2020



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Seth D. Bernard
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilwoman Laurie P. Marchini

City Administrator Jeffrey D. Rhodes
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

MINUTES

M&CC Regular Meeting

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

DATE: April 21, 2020

I. OPEN SESSION

1. 5:00 p.m. Work Session (Agenda published separately)

II. CLOSED SESSION

1. 5:15 p.m. - close the work session for an Executive Session pursuant to Sections 3-305(b)(1) and (4) of the General Provisions Article of the Annotated Code of Maryland to discuss a personnel matter and the relocation of a business to the city.

2. Executive Session

III. OPEN SESSION

1. 6:40 p.m. - Reconvene into Open Session

IV. Pledge of Allegiance

V. Roll Call

PRESENT:

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

Also Present: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie A. Woodring, City Clerk

VI. Statement of Closed Meeting

1. Summary Statement of Closed Meeting held April 21, 2020

Mayor Morriss announced that closed sessions had been held on April 7, 2020 at 6:50 p.m., and on April 21, 2020 at 5:15 p.m. and read into the record summaries of those sessions, which are attached hereto and made a part of these minutes as required under Section 3-306 (c) (2) of the General Provisions Article of the Annotated Code of Maryland.

Mayor Morriss provided a Covid-19 update, stating there were now 63 confirmed cases of the coronavirus in Allegany County, adding that the majority of those are in the Cumberland Health Care nursing facility. He stated there has been 1 fatality, and said the City's thoughts and prayers are with their families.

Mayor Morriss discussed the front line responders, EMTs, etc., and thanked them for their service, as well as all of City staff and employees in Public Works and other departments who are out there every day. The Mayor mentioned and thanked all the retail employees – grocers, clerks, etc. – helping to make our lives as normal as can be. He reminded everyone about facemasks and social distancing, to stay positive, and said that the only way to flatten the curve is by following Governor Hogan's directives.

VII. Director's Reports

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

(A) Fire

Fire Department monthly report for March, 2020

(B) Police

Police Department monthly report for March, 2020

(C) Utilities - Flood, Water, Sewer

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

VIII. Approval of Minutes

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

1. Approval of the Closed Session Minutes of January 14 and January 21, 2020; Work and Executive Session Minutes of February 11, 2020, the Work, Executive, and Regular Session Minutes of February 18, 2020, the Regular Session Minutes of March 3, 2020, the Work Session Minutes and Special Public Meeting Minutes of March 10, 2020, and the Special Public Meeting Minutes of March 13, 2020

IX. New Business

(A) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. Motion to approve all Consent Agenda items was made by Councilman Cioni, seconded by Councilman Frazier, and was passed on a vote of 5-0.

Order 26,633 - Accepting the bids of Univar Solutions, SH Schmidt Company, SAL Chemical Company, JCI Jones, USALCO, and Shannon Chemical Corporation for the Combined Chemical Bid FY21 (3-20-UTIL). The estimated cost for chemicals per department is \$394,795 for the Water Reclamation Facility; \$262,898 for Water Filtration; and \$15,171 for Parks & Rec Department

Order 26,634 authorizing the execution of Change Order No 2 to the Residential Mowing Contract, City Project No. 10-19-M, to include properties recently acquired by the City at various locations within City limits, in the additional amount of \$5,475, bringing the new contract amount to \$51,910

Order 26,635 - authorizing execution of a Release acknowledging that, for the consideration of \$9,705.11, Josh Llewellyn is released from any liability resulting from damage to City property caused by an accident on March 17, 2019, at or near Queen City Drive and N. Centre Street

Order 26,636 - accepting the Alternate No. 2 Bid from Maverick Construction for the New Inlet Screens for Gate House Project (8-19-WFP) in the estimated unit cost of \$843,900 and rejecting all other bids; to be funded by CDA Bond proceeds

X. Public Comments

All public comments are limited to 5 minutes per person

No comments

XI. Adjournment

With no further business at hand, the meeting adjourned at 6:53 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, April 21, 2020
4:45 p.m.

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

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Paul Kelly, Executive Director CEDC; Matt Miller, Economic Development Specialist

I. CEDC COVID-19 RESPONSE – SMALL BUSINESS RELIEF

Paul Kelly provided an outline of the CEDC's Covid-19 response, saying that the team included County members as well, adding that the effective date of the M.O.U. to consolidate with the County was January 20, 2020, so they have been working as a consolidated unit since then. Mr. Kelly's outline also included information on federal government response:

1. Education on a daily basis, new guidelines, criteria, etc., communication with local businesses, participated in webinars, teleconferences, etc., Federal response enacted legislation to protect small businesses.
2. Rolled out payroll tax credit, depending on if businesses already had a sick-leave program.
3. Rolled out programs to address liquidity problems, such as payroll protection, which is aimed at keeping employees on payroll, and it worked with local lenders. He advised that there were some log jams when the program rolled out, as lenders had priority towards their own customers, and the program was only helping businesses that were considered essential.

Mr. Kelly stated that some businesses that were staying open ended up getting a windfall from the government, which offset their costs. He advised that the federal government expanded their disaster relief program for Covid-19 to provide an initial \$10K emergency advance with no repayment, which included a \$25K bridge loan program, which was not forgivable.

Mr. Kelly stated that an issue outstanding is that the 2nd class of relief really doesn't help the small business owner. He advised that there are a group of businesses that fall through the cracks and can't take advantage of the incentives, saying that those are businesses that took advantage of the County's micro grants at \$2,500 and \$5,000. He added that the CEDC and the City have been working on a micro grant relief program.

Mr. Kelly advised that the State relief program applications were processed much quicker, but they also ran out of money quicker, and they stopped accepting applications about a week ago. He

advised that there will possibly be more money infused in these programs. He also stated that the federal government's response hasn't been the quickest, and he is aware of only one or two people who have received their federal aid.

Mr. Kelly advised on several things the CEDC has done in response to Covid-19:

- Created a Covid-19 quick-reference guide
- Created a landing page on the CEDC website which was shared with the City
- Coordinated a single message from their ED partners that they cared, were concerned, and were all coordinating together, which was sent out as an email
- Shared information via print and social media; provided links to assistance
- Created a County-wide business database, cross referenced with other local lists
- Implemented a small business outreach program
- Participated in constituent troubleshooting
- Worked with American Woodmark – re: essential vs. non-essential – working with the Health Dept. and Sheriff's Dept.

Mr. Kelly advised that Mr. Miller has been working for a year or more on trying to release funds from the City's revolving loan fund, which has a current balance of \$106K. He stated that it was originally used as gap funding. He advised that their idea is to have the Mayor and City Council consider changing this fund to a Covid-19 small business relief fund, moving from a loan to a grant program or forgivable loan. He advised that this could help that pool of small businesses that can't get a loan for various reasons, and can't take advantage of government incentives for Covid-19. He added he would like the City to authorize the funding moved from a loan to a grant program, authorize a group of people (possibly Mr. Miller, Mr. Rhodes, Mr. Tressler) to select appropriate parameters for the grant and recipient requirements, and then authorize them to use those parameters to select applicants. He also wanted the City to consider giving the CEDC marching orders that this could be a priority to help small businesses and let the CEDC take appropriate steps to get it in place. He then opened up the floor for discussion.

Mayor Morriss stated that he thought it was a great idea, and said those suggested by Mr. Kelly should work on the parameters. He mentioned establishing amounts that could help as many small businesses in the City that they can, and added that they could be forgivable or should be very lenient terms, at least in the beginning.

Councilman Frazier stated that he liked the idea of helping out the businesses, but if it's established as a total grant, once the money is gone, it's gone. He suggested doing a loan, with maybe no interest for the first 5 years, so that the City doesn't lose that money, so that we can help small businesses in the future.

There was more discussion on the parameters and specifics of the small business loans, with Solicitor Cohen advising on some issues regarding the use of these funds that may make it worthwhile to look over the documents, which he offered to do. Mayor Morriss advised on the parameters whereby barber shops and hair and nail salons can reopen, and stated that he received

an email from the Chamber of Commerce regarding sole proprietors with no employees and a new unemployment program that they may qualify for.

Mr. Rhodes and Mr. Miller discussed the state documentation on grant funds, with Mr. Miller saying the state had issued a letter relinquishing their requirements. He advised he will forward the letter to Solicitor Cohen. Mr. Rhodes also suggested making the small business loan an interest-free loan, saying it may be the simplest type of structure, considering the City is not a bank in terms of servicing loans. Mr. Miller stated that time is of the essence, and Mayor Morriss asked for the CEDC, along with Mr. Rhodes and Mr. Tressler to figure out the specifics so the CEDC can get it out to the public.

In answer to a question, Mr. Miller said there are a variety of businesses that he has spoken with that could apply – bars and restaurants, salons, etc., that have no income right now. He added that he has already gotten the ball rolling with starting to put together an application and an on-line portal.

Mayor Morriss advised that the consensus is the CEDC has the green light to get with City Staff and make it happen.

II. ADJOURNMENT

With no further business at hand, the Work Session adjourned at 5:33 p.m., and on a motion made by Councilman Frazier, seconded by Councilman Bernard, the meeting moved into Closed Session.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

Item Attachment Documents:

1. Ordinance 3861 (*2nd and 3rd readings*) - to enact Article V of Chapter 15 of the City Code (sections 15-80 to 15-90, inclusive) pertaining to parades and special events. This Ordinance was tabled upon its second reading on November 19, 2019, to allow for further modification to the provisions.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO ENACT ARTICLE V OF CHAPTER 15 OF THE CITY CODE (TO-WIT: SECTIONS 15-80 TO 15-90, INCLUSIVE) PERTAINING TO PARADES AND SPECIAL EVENTS."

WHEREAS, the City has not adopted uniform protocols and procedures relative to parades and special events;

WHEREAS, such protocols and procedures would help to ensure that all applications for parades and special events are processed in a uniform manner; and

WHEREAS, this Ordinance sets forth specific protocols and procedures.

NOW THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Sections 15-80 to 15-90 of the Code of the City of Cumberland (1991 Edition) are hereby enacted and shall read as set forth in the attachment hereto.

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this ____ day of May, 2020.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

CHAPTER 15, ARTICLE V

Sec. 15-80. Applicability; Short Title.

The terms of this article shall apply to parades and special events, as indicated hereinafter. The short title of this article shall be the Parades and Special Events Ordinance.

Sec. 15-81. Definitions.

As used in this Article, the following definitions apply:

Parade. "Parade" means any parade, march, race or procession upon any street, excluding:

- (i) Funeral processions;
- (ii) Students going to and from school classes or participating in educational activities, providing such conduct is under the immediate direction and supervision of the proper school authorities; and
- (iii) Governmental agencies acting within the scope of their functions.

Permit. "Permit" means a permit for a parade or special event.

Special event. "Special event" means any activity held on city property which is expected to draw a crowd in excess of fifty (50) people or which involves the sale of food, alcohol, or merchandize, or which involves the erection or placement of a stand, tent, platform or other structure. Activities organized by the Downtown Development Commission within its special taxing district are excluded from this definition.

Sec. 15-82. Permit required.

No person shall organize, hold or start a parade or special event without a permit. A violation of this provision shall constitute a municipal infraction, punishable by a fine of \$500.00. Each day a violation occurs shall constitute a separate offense.

Sec. 15-83. Compliance with laws and regulations.

A permit applicant shall be responsible for ensuring that the parade or special event is conducted in compliance with all permit requirements and conditions and with all applicable laws, ordinances, rules and regulations. The applicant shall also be responsible for securing any permits

which may be required by other governmental agencies for the conduct of the parade or special event and the activities associated therewith.

Sec. 15-84. Application.

- (a) A person desiring a parade/special event permit shall file an application with the city clerk on forms provided by such officer. Such application shall be filed not less than thirty (30) days before the date proposed for the parade or special event.
- (b) The application for a permit shall include the following information:
 - (1) The name, address, telephone number and e-mail address of the person organizing the parade or special event and who will be responsible for its conduct;
 - (2) If the parade or special event is proposed to be conducted for, on behalf of or by an organization, the name, address, telephone number and e-mail address, as applicable, of the headquarters of the organization and the same information for the individual officer who will be responsible for its conduct;
 - (3) The date the parade or special event will be conducted;
 - (4) As to a parade, the route to be traveled, the starting point and the termination point, the location of any assembly area, and whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed;
 - (5) As to a special event, the boundaries of the location where the special event will be held and a sketch showing the location of the stands, tents, platforms and other structures that will be erected or placed on site;
 - (6) As applicable, the approximate number of persons and vehicles that are expected to be present and, as to vehicles, the number and types thereof;
 - (7) The hours the parade or special event will start and terminate;
 - (8) The time at which the units/facilities of the parade or special event will begin to be assembled and when their disassembly will be completed;

- (9) Any additional information which the city clerk shall find reasonably necessary for the city administrator to make a fair decision regarding whether a permit should be issued; and
 - (10) Whether a waiver of the insurance requirements set forth in section 15-88 is being requested and, if so, a statement describing which of those requirements should be waived and the good cause which serves as the basis for the request.
- (c) For good cause shown and to the extent practicable, the city administrator, may waive the thirty (30) day requirement of subsection (a).

Sec. 15-85. Fees.

(a) *Permit fee.* A nonrefundable permit fee of \$150.00 shall be paid upon submission of a permit application.

(b) *Payment of overtime/compensatory time.* Upon consultation with the police, fire and street departments, the city administrator shall estimate the overtime/compensatory time and other costs the city is likely to incur as a result of the conduct of the parade or special event and, unless waived by city council or by the city administrator as provided for in subsection (d), those estimated costs shall be paid before a permit is issued. Unless the aforesaid waiver is granted, the permit applicant shall be liable for the actual costs of the parade or special event which exceed the estimated costs and shall pay those costs within fifteen (15) days of the date of the submission of an invoice therefor. Notwithstanding the foregoing, there shall be no charge for the first eight (8) hours of overtime/compensatory time paid by the city for work performed by personnel from each of the departments previously mentioned herein.

(c) *Exemptions from payment.* The South Cumberland Business and Civic Association's Annual Halloween Parade and Heritage Days are exempt from the requirements of subsection (b).

(d) *Cost payment waivers.* The City Administrator shall have the authority to waive the requirements of subsection (b) upon consideration of the following criteria: (i) the applicant's ability to pay the costs; (ii) whether the event will be held if the applicant is required to pay the costs; (iii) the number of persons expected to be in attendance; (iv) whether alcohol will be provided; (v) the extent to which the event is disruptive to the normal flow of vehicular and pedestrian traffic on city sidewalks, roads and other rights of way; (vi) the extent to which residents' use of or access to city-owned property is impeded; and (vii) the location, duration, time and date of the parade or special event. The City Administrator may not consider the

expected content of the speech associated with the parade or special event in determining whether a waiver should be granted.

Sec. 15-86. Standards for permit issuance.

A permit shall be issued when, upon consideration of the application and such information as may otherwise be obtained, and after consultation with the police, fire and street departments, the city administrator finds it is likely that:

- (a) The conduct of the parade or special event will not substantially interrupt the safe and orderly movement of traffic contiguous to the parade route or the location of the special event;
- (b) The set up for and conduct of the parade or special event will not require the diversion of so great a number of police officers or fire department personnel as to impair the city's ability to provide adequate police and fire protection elsewhere in the city;
- (c) The set up for and conduct of the parade or special event will not require the diversion of so great a number of street department staff that they shall be precluded from performing their normally assigned duties;
- (d) The conduct of such parade or special event will not interfere with the movement of firefighting and emergency medical services equipment in route to or from a fire or emergency; and
- (e) As to a parade, it is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays.

Sec. 15-87. Permit conditions.

- (a) *Standard conditions.* All permits are subject to the following standard conditions with or without further notification:
 - (1) If vehicles will be loading, unloading or parking on the pedestrian mall, the applicant must obtain permission and a sign from the Downtown Development Commission at least ten (10) days in advance of the parade or special event.

- (2) Compliance with the insurance requirements set forth in this article is mandatory.
 - (3) At events where the consumption of alcohol is permitted, no glass beverage containers shall be permitted unless approved by the city council.
 - (4) The applicant shall indemnify and hold the city harmless from any and all claims, actions, suits, procedures, costs, fines expenses, damages and liabilities, including, but not limited to, attorneys' fees, court costs and litigation expenses arising out of, as an incident to or as a result of the conduct of a parade or special event except for those caused by the grossly negligent or intentionally harmful acts of the city's representatives or employees.
 - (5) The applicant must comply with all city, county, state and federal laws, rules, regulations and ordinances, including, but not limited to, those pertaining to the issuance of permits other than a parade and special events permit. The issuance of a parade and special events permit is not a substitute for or evidence of compliance with the foregoing.
- (b) *Optional conditions.*
- (1) If deemed necessary because of the nature of a parade or special event or because of a failure on the part of organizers to restore or clean up after the conduct of a previously conducted parade or special event, the city administrator may require the applicant to post a bond to cover the projected costs of restoration and cleanup.
 - (2) Upon the advice of department heads and the Downtown Development Commission, if the parade or special event travels through or is within its special taxing district, the city administrator may impose such other conditions as are reasonably necessary for the safety, health and general welfare of the public.

Sec. 15-88. Insurance requirements.

The applicant shall be responsible for obtaining and maintaining comprehensive general public liability insurance covering personal injury and property damage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the

aggregate and shall furnish the City with a certificate of insurance evidencing the procurement of the coverage required hereunder and proof that the premium has been paid no later than ten (10) days prior to the date of the parade or special event. Each policy shall provide that it shall not be subject to cancellation, material change, or non-renewal without at least fifteen (15) days' prior written notice to the city. Each policy shall name "Mayor and City Council of Cumberland" as an additional insured. The city administrator may waive or modify these requirements on a case-by-case basis upon consideration of the following criteria: (i) the applicant's ability to pay the premium; (ii) whether the event will be held if the applicant is not granted a waiver or modification; (iii) the extent to which the parade or special event is expected to expose the city to liability beyond that which exists on a day-to-day basis (iv) whether alcohol will be provided; and (v) any other factors which relate solely to whether and how much insurance coverage should be required.

Sec. 15-89. Notice of denial.

If an application for a permit is denied, the city administrator shall send written notice of the denial to the applicant by mail or e-mail no later than fourteen (14) days after the date of the filing of the application and the production of all of the information required by section 15-84.

Sec. 15-90. Revocation.

The city administrator may revoke a permit issued in accordance with this article for good cause shown, including, but not limited to, the applicant's failure to comply with the requirements of this article.

Item Attachment Documents:

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

CHARTER AMENDMENT RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ADOPTED PURSUANT TO THE AUTHORITY CONTAINED IN ARTICLE 11-E OF THE CONSTITUTION OF THE STATE OF MARYLAND AND SECTION 4-304 OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND ENTITLED “A RESOLUTION TO EMPOWER THE CITY ADMINISTRATOR TO DECLARE EMERGENCIES IN CERTAIN EVENTS AND PASS TEMPORARY ADMINISTRATIVE ORDERS AS ARE NECESSARY FOR THE PRESERVATION OF THE PUBLIC HEALTH, SAFETY AND/OR WELFARE AND TO EMPOWER MAYOR AND CITY COUNCIL TO PASS EXECUTIVE ORDERS IN EMERGENCIES.”

WHEREAS, the coronavirus pandemic has drawn attention to the City’s need for the passage of temporary orders in the event of emergencies;

WHEREAS with the passage of this amendment to the Charter, the City Administrator will be empowered to unilaterally pass administrative orders and the city council may be able to pass executive orders that will help to preserve the public health, safety and/or welfare in the event of emergencies;

WHEREAS, a public hearing on the subject matter of this Charter Amendment Resolution was held on the ____ day of _____, 2020 public notice of that hearing was provided by means of publication in the Cumberland Times-News on the ____ day of _____, 2020, more that twenty-one (21) days in advance of that hearing, and by posting on the North Centre Street entrance of City Hall, Cumberland, Maryland starting on the ____ day of _____, 2020, and continuing through the date of the said hearing.

NOW THEREFORE:

SECTION 1: BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Section ____ of the City Charter is hereby enacted and shall read as follows:

Section 73A. – Emergencies.

- (a) *City administrator emergency declarations; administrative orders.* In the event of an immediate danger or threat to the preservation of the public health, welfare, peace, safety or property in the event of epidemics, pandemics, acts of public enemies including terrorist attacks, insurrections, riots, earthquakes, fires, hurricanes, storms, floods and Acts of God, the city administrator has the right and discretion to declare a state of emergency, rescind the declaration and pass such administrative orders as he or she deems necessary in light of the danger or threat. These administrative orders may effect the suspension or modification of the Cumberland city code provisions or the adoption of measures not addressed therein. The declaration and administrative orders shall remain in force and effect until either the city council or city administrator rescind the declaration or thirty (30) calendar days, whichever is first to occur.
- (b) *City council emergency declarations; executive orders.* The city council has the independent right to declare a state of emergency and pass such executive orders they deem necessary for the preservation of the public health, welfare, peace, safety or property. These executive orders may effect the suspension or modification of the Cumberland city code provisions or the adoption of measures not addressed therein. Executive orders shall remain in effect until withdrawn by the city council or the declaration of a state of emergency is rescinded by the city council. An executive order may be passed at the same meeting of the City Council it is introduced.
- (c) *Content of orders.* Except as prohibited by state or federal law, statute, regulation or order, administrative orders and executive orders may provide for the modification or suspension of the effectiveness of specific terms and provisions of (i) the city code, (ii) city policies and (iii) collective bargaining agreements and amendments to collective bargaining agreements entered into subsequent to the adoption of this section of the charter. All such collective bargaining agreements and amendments thereto shall reference this section of the charter and the city administrator's and city council's respective authority to pass administrative orders and executive orders upon the declaration of an state of emergency.

SECTION 2: AND BE IT FURTHER RESOLVED, that the date of the passage of this Resolution is _____, 2020, and the amendment of the Charter of the City of Cumberland hereby enacted shall become effective on _____, 2020, unless a proper petition for a referendum hereon shall be filed as provided by Section 4-304 of the Local Government Article of the Annotated Code of Maryland. A complete and exact copy of this Resolution shall be continuously posted on the North Centre Street entrance of City Hall, Cumberland, Maryland, until _____, 2020, and the title of this Resolution shall be published in a newspaper of general circulation in the City of Cumberland no less than four times, at weekly intervals, before the aforesaid date.

SECTION 3: AND BE IT FURTHER RESOLVED, that the Mayor and City Council of Cumberland is hereby specifically directed to carry out the provisions of Section 2 hereof regarding the giving of notice by posting and publication of this Resolution, approving the same, and, as evidence of said compliance, the City Clerk shall cause to be affixed to this Resolution a certificate of the publication in the newspaper in which the summary of this Resolution (i.e., its title) shall have been published, and the Mayor, if there is no petition for referendum, shall declare the Charter Amendment made to be effective on the effective date herein provided for, which is _____, 2020, by affixing his signature hereto in the space provided below the effective date hereof.

SECTION 4: AND BE IT FURTHER RESOLVED, that if a proper petition for referendum on the Charter Amendment herein proposed is filed, the Mayor and other proper officials of the City of Cumberland shall comply with applicable law, including, but not limited to, Subtitle 3 of Title 4 of the aforesaid Local Government Article.

SECTION 5: AND BE IT FURTHER RESOLVED, no later than ten (10) days after the Charter Amendment effected by this Resolution becomes effective, either as herein provided or following a referendum, the Mayor shall mail a copy of this Resolution to the Department of Legislative Services of Maryland, said mailing to include a complete certified copy of the text of this Resolution, the date of the referendum, if any is held, a certificate showing the number of Councilpersons voting for and against it, and a report on the votes cast for or against the amendments hereby enacted at any referendum hereon, and the effective date of the Charter Amendment.

THIS RESOLUTION PASSED THIS ____ DAY OF _____, 2020.

Raymond M. Morris, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

The Charter Amendment enacted by the foregoing Resolution became effective
this ____ day of _____, 2020.

Raymond M. Morris, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

I HEREBY CERTIFY, that the foregoing Resolution, amending the Charter of
the City of Cumberland, Maryland, was passed the ____ day of _____, 2020,
with ____ votes in affirmation and ____ votes in the negative.

Marjorie A. Woodring, City Clerk

I HEREBY CERTIFY that:

1. Notice of the public hearing identified hereinbefore was provided by publication in the Cumberland Times- News on the ____ day of _____, 2019 and by posting on posted on the North Centre Street entrance of City Hall, Cumberland, Maryland the date of the public hearing and that a true and correct copy of said publication notice is attached hereto.

2. The title of this Resolution was published in the Cumberland Times-News on

_____,
_____,
_____, and
_____.

as evidenced by the true and correct copy of the Cumberland Times-News certificate of publication attached hereto, and that it was posted on the North Centre Street entrance of City Hall, Cumberland, Maryland commencing on the day the title of this Resolution was first published in the Cumberland Times-News, 2019 and continuing through the date this Resolution became effective.

3. The foregoing is a true and exact copy of the Charter Amendment Resolution No. ____ passed by the Mayor and City Council of Cumberland, Maryland, in Regular Session on the ____ day of _____, 2020.

4. A petition for a referendum was not filed within the forty-nine (49) days following the date of the passage of the foregoing Resolution and, therefore, it became effective on the ____ day of _____, 2020.

Marjorie A. Woodring, City Clerk

Item Attachment Documents:

Ordinance 3865 (*1st reading*)- providing for the closure of two (2) portions of a street known as Park Alley, in the vicinity of Williams Street and Cecelia Street, as requested by Cumberland Gateway Real Estate LLC, and authorizing conveyance of the closed portions to Cumberland Real Estate LLC, as adjoining property owner, with certain easements, reservations and restrictions incorporated into the deed

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED “AN ORDINANCE TO PROVIDE FOR THE CLOSURE OF PORTIONS OF A STREET KNOWN AS PARK ALLEY, RUNNING FROM THE NORTHERN RIGHT OF WAY LINE OF WILLIAMS STREET TO THE SOUTHERN RIGHT OF WAY LINE OF CECELIA STREET (“AREA #1”) AND THEN FROM THE NORTHERN RIGHT OF WAY LINE OF CECELIA STREET NORTH 90 +/- FEET ON THE WEST SIDE OF THE PORTION OF PARK ALLEY BEING CLOSED AND 84.02 +/- FEET ON THE EAST SIDE OF THE PORTION OF PARK ALLEY BEING CLOSED (AREA #2”), THE PORTION OF PARK ALLEY BEING CLOSED DESIGNATED AS AREA #1 LYING BETWEEN THE LANDS OWNED BY CUMBERLAND GATEWAY REAL ESTATE LLC (AS DESCRIBED IN THE DEED RECORDED AMONG THE LAND RECORDS OF ALLEGANY COUNTY, MARYLAND IN BOOK 2435, FOLIO 262)) AND THE LANDS OWNED BY ALTER/SCOTT ACQUISITIONS LLC (AS DESCRIBED IN THE DEED RECORDED AMONG THE LAND RECORDS OF ALLEGANY COUNTY, MARYLAND IN BOOK 2325, PAGE 240) AND THE PORTION OF PARK ALLEY BEING CLOSED DESIGNATED AS AREA #2 LYING BETWEEN LANDS OWNED BY CUMBERLAND GATEWAY REAL ESTATE LLC (AS DESCRIBED IN THE DEED PREVIOUSLY IDENTIFIED HEREIN THE PORTIONS OF PARK ALLEY BEING CLOSED BEING LOCATED IN THE CITY OF CUMBERLAND, MARYLAND.”

WHEREAS, the Mayor and City Council of Cumberland received a petition from Cumberland Gateway Real Estate LLC, requesting the closure of two portions of Park Alley generally described in the titling of this Ordinance;

WHEREAS, the portion of Park Alley being closed which is identified as Area #1 in the titling of this Ordinance is abutted by property owned by Cumberland Gateway Real Estate LLC (which it acquired pursuant to the terms of the deed recorded among the Land Records of Allegany County, Maryland in Book 2435, Page 262) with the exception of the parcel on the northeast corner of Park Alley and Cecelia Street which is owned by Alter/Scott Acquisitions LLC (which it acquired pursuant to the terms of the deed recorded among the aforesaid Land Records in Book 2325, Page 240);

WHEREAS, by correspondence from Alter/Scott Acquisitions LLC to the City dated May 13, 2020, Alter/Scott Acquisitions LLC waived its right to have the portion of Park Alley in Area #1 that would have otherwise been granted to it under applicable law, and requested that the City convey the said portion of Park Alley directly to Cumberland Gateway Real Estate LLC;

WHEREAS, the portion of Park Alley being closed, which is identified as Area #2 in the titling of this Ordinance, is abutted exclusively by property owned by Cumberland Gateway Real Estate LLC (which it acquired pursuant to the terms of the

deed recorded among the Land Records of Allegany County, Maryland in Book 2435, Page 262);

WHEREAS, the City Clerk served a personal notice in writing upon each property owner to be affected by the passage of the proposed Ordinance more than ten (10) days before _____;

WHEREAS, in the opinion of the Mayor and City Council of Cumberland, the public welfare and convenience require that the aforesaid portions of Park Alley be closed; and

WHEREAS, in that Cumberland Gateway Real Estate, LLC owns the parcels of land adjacent to each side of the portions of Park Alley being closed by this Ordinance with the exception of the aforesaid land owned by Alter/Scott Acquisitions LLC, which Alter/Scott Acquisitions waived its interest in and requested that the City convey to Cumberland Real Estate LLC, the portions of Park Alley being closed will be conveyed, in their entirety, to Cumberland Real Estate LLC.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND AS FOLLOWS:

SECTION 1: The portions of Park Alley identified as Area #1 and Area #2 described in the metes and bounds description attached hereto as Exhibit A and shown on the plat attached hereto as Exhibit B shall be closed and conveyed from the City to Cumberland Gateway LLC as provided for hereinafter. This conveyance is subject to the easements, reservations and restrictions set forth in the Exhibit C attached hereto, which easements, reservations and restrictions shall be incorporated into the deed effecting the conveyance described in this paragraph.

SECTION 2: The said Mayor and City Council of Cumberland shall ascertain whether any and what amount in value of damage shall be caused by the aforesaid closure for which the owners or possessors of any property located along Park Alley, or portions thereof, should be compensated, and shall assess and levy generally on the property of the persons benefitted by the closure of the street the whole or any part of the expense which shall be incurred in closing the same.

SECTION 3: The City Administrator or his designee shall, within fifteen (15) days of the passage of this Ordinance, submit a report to the City Clerk setting forth his findings regarding what amount of damages, if any, shall have been caused by the aforesaid closure of the portion of Locust Alley described herein, and the names of the owners or possessors of such property along which said streets now pass, and the amount of damages for which they shall be compensated or benefits for which they shall be assessed, and whether said damages arising from the closure shall be assessed generally on the whole assessable property within the City of Cumberland or specially on the property of the person benefitted by the closure; and, in the event of any of said damages being assessed and levied in whole or in part on any property of the persons benefitted,

the names of the owners of the property specially benefitted, with a description of said property by reference to the Land Records of Allegany County, and the amount so levied and assessed. The Mayor and City Council shall consider the matter of the City Administrator's report and shall make determinations regarding the subject matter of the report at a meeting held no sooner than fifteen (15) days after the date of the passage of this Ordinance.

SECTION 4: Any person feeling aggrieved or injured by the decision of said Mayor and City Council of Cumberland regarding the subject matter of the aforereferenced report shall have the right of an appeal to the Circuit Court at a trial by jury, as provided in Section 128 of the Charter of the City of Cumberland (1991 Edition), upon filing a written notice of appeal with the City Clerk within thirty (30) days after the Mayor and City Council of Cumberland shall have made their return.

SECTION 5: The benefits assessed by said Mayor and City Council of Cumberland shall be liens upon the property of the persons benefitted to the extent of such assessment, and shall be payable within sixty (60) days after the date of the meeting at which the Mayor and City Council of Cumberland makes its determinations regarding the subject matter set forth in the City Administrator's report, and the collection of the same shall be enforced by *scire facias* in the same manner as paving liens are collected by the Mayor and City Council; and a written record of the said Mayor and City Council's determinations shall be filed for record and reported in the Mechanics' Lien Record in the Clerk's Office in the Circuit Court for Allegany County, and the assessment therein shall be liens upon the properties respectively assessed from the time of such recording, such recording to be effected no sooner than the expiration of the aforesaid sixty (60) day period.

SECTION 6: Upon the collection of all benefits assessed and the payment of the damages ascertained, or the waiver of this provision by the parties interested, if applicable, the said portions of Park Alley particularly described in Section 1 hereof shall be closed and the Mayor shall be empowered to execute the deeds effecting the conveyances which are described in Section 1 hereof.

SECTION 7: This Ordinance shall take effect from the date of its passage.

Passed the ____ day of _____, 2020.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

LEGAL DESCRIPTION MAYOR AND CITY COUNCIL OF CUMBERLAND TO CUMBERLAND GATEWAY REAL ESTATE LLC

Being two portions of Park Alley, a 15'-wide public right-of-way (15' RW) owned by and within the City of Cumberland, Maryland, as referenced and partially described in the following deeds:

- A deed from Ronald L. Davis and Barbara Jean Davis to Alter/Scott Acquisitions, LLC dated August 31, 2017 and recorded on September 12, 2017 among the Land Records of Allegheny County, Maryland in Deed Book 2325, Page 240; and
- A deed from Cumberland Economic Development Corporation to Cumberland Gateway Real Estate, LLC dated December 20, 2018, and recorded on December 21, 2018 among the aforesaid Land Records in Deed Book 2435, Page 262;

Said portions of Park Alley are bearings referenced to the Maryland Coordinate System North Zone (NAD83/11) based on a railroad spike found (PDG survey control point #1445) at the northwest corner of Spring Street (50' RW) and Locust Alley at the end of the "S 65° 43' 11" E 97.62'" line on a plat entitled "*FINAL PLAT OF SUBDIVISION CUMBERLAND SHOPPING CENTER*" recorded in the aforementioned Land Records as Plat 1438, said control point #1445 being coordinate North 725,976.0385 East 817,637.3732 as now surveyed by Piedmont Design Group, LLC (PDG).

PARK ALLEY PARTIAL CLOSURE AREA #1

Beginning at a point #329 (a to-be set #4 rebar and cap #21084) N 3° 18' 27" E 480.71' from the aforementioned survey control point #1145, said point #329 situated at the intersection of the northern RW line of Williams Street (50' RW) and the eastern RW of Park Alley (15' RW) at the southwest corner of and the beginning of the "South 82-2/3 East 50 feet" line of item 9, "TAX ACCOUNT NO. 22-008676 226 Williams Street, Cumberland, MD 21502 PLACE TWO" parcel described in the aforementioned Deed Book 2435 Page 262, thence with the northern RW line of Williams Street (50' RW) coincident with the southern RW line of Park Alley (15' RW):

1. **N 85° 33' 40" W 15.03' to point #320** at the northwest corner of Park Alley (15' RW) and Williams Street (50' RW) at the southeast corner of and beginning of the "North 8 degrees 20 minutes and East 71 feet" line of item 8, "TAX ACCOUNT NO.: 22-015354 218-220 Williams Street, Cumberland, MD 21502 PARCEL ONE" parcel described in the aforementioned Deed Book 2435 Page 262, thence leaving Williams Street (50' RW) and with the western line of Park Alley (15' RW):
2. **N 8° 10' 31" E 129.99' to point #319** at the northwest corner of Park Alley (15' RW) and Cecelia Street (50' RW) at the northeast corner of and the end

of the "South 79- $\frac{1}{4}$ degrees East 40 feet" line of item 24, "TAX ACCOUNT NO.: 22-011715 207 Cecelia Street Cumberland, MD 21502" parcel described in the aforementioned Deed Book 2435 Page 262; thence with the southern line of Cecelia Street (50' RW) and crossing Park Alley (15' RW):

3. **S 81° 49' 29" E 12.61' to point #400** (a to-be set # rebar and cap #21084) at an angle point in the southern RW line of Cecelia Street (50' RW), thence continuing with the southern RW line of Cecelia Street (50' RW):
4. **N 73° 33' 00" E 2.63' to point #322** (a to-be set # rebar and cap #21084) at the northeast corner of Park Alley (15' RW) and Cecelia Street (50' RW) at the northwest corner of and the beginning of the "North 75- $\frac{1}{2}$ degrees East 30 feet" line of item 24, "TAX ACCOUNT NO.: 22-011715 207 Cecelia Street Cumberland, MD 21502" parcel described in the aforementioned Deed Book 2325 Page 240, thence leaving Cecelia Street (50' RW) and with the eastern line of Park Alley (15' RW):
5. **S 8° 10' 31" E 130.11' to the point of beginning.**

Containing 1,944 square feet of land, more or less, subject to all easements or rights-of-way.

PARK ALLEY
PARTIAL CLOSURE AREA #2

Beginning at a point #313 (a to-be set #4 rebar and cap #21084) N 4° 39' 38" E 665.34' from the aforementioned survey control point #1145, said point #313 situated at the northern RW line of Cecelia Street (50' RW) and the eastern RW line of Park Alley (15' RW) at the southwest corner of and the beginning of the "North 75.5 degrees East 46.25 feet" line of item 25, "TAX ACCOUNT NO. 22-002457 210 Cecelia Street, Cumberland, MD 21502" parcel described in the aforementioned Deed Book 2435 Page 262, thence with the northern RW line of Cecelia Street (50' RW) coincident with the southern RW line of Park Alley (15' RW):

1. **S 73° 48' 04" W 14.50' to point #401** (a to-be set #4 rebar and cap #21084) on the northern RW line of Cecelia Street (50' RW) at an angle point in the northern RW line of Cecelia Street (50' RW) and the southern line of Park Alley (15' RW); thence continuing with the northern RW line of Cecelia Street (50' RW) coincident with the southern RW line of Park Alley (15' RW):
2. **N 81° 49' 29" W 1.80' to point #304** at the southwest corner of Park Alley (15' RW) and Cecelia Street (50' RW) at the southeast corner of and the end of the "South 10 $\frac{3}{4}$ degrees West 30 feet" line of item 15, "TAX ACCOUNT NO.: 22-0013254 416 Park Street Cumberland, MD 21502" parcel described in the aforementioned Deed Book 2435 Page 262; thence leaving Cecelia Street (50' RW) and continuing with the western RW line of Park Alley (15' RW):
3. **N 8° 10' 31" E 90.00' to a point** on the western RW line of Park Alley (15' RW) at the northeast corner of and the end of the "South 79.25 degrees East 100 feet" line of item 14, "TAX ACCOUNT NO.: 22-013246 412 Park Street

Cumberland, MD 21502" parcel described in the aforementioned Deed Book 2435 Page 262; thence crossing Park Alley (15' RW):

4. **S 81° 49' 29" E 15.00' to a point** on the eastern side of Park Alley (15' RW) on the "*South 10.25 degrees East 110 feet*" line of item 25, "TAX ACCOUNT NO. 22-002457 210 Cecelia Street, Cumberland, MD 21502" parcel described in the aforementioned Deed Book 2435 Page 262; thence with the eastern line of Park Alley (15' RW) and the "*South 10.25 degrees East 110 feet*" line as now surveyed:
5. **S 8° 10' 31" E 84.02'** to the point of beginning.

Containing 1,311 square feet of land, more or less, subject to all easements or rights-of-way.

EXHIBIT C
EASEMENTS, RESERVATIONS & RESTRICTIONS

SUBJECT, HOWEVER, to an easement in favor of the City and public and private utilities, including, but not limited to, gas, electric and telephone service providers, for the full length and width of the right-of-way being closed for any existing utility lines, for stormwater and surface drainage and for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of any needed utility lines and stormwater management and sediment and erosion control devices and improvements.

FURTHERMORE, it is a condition of the conveyance effected by this deed that the Grantee, its successors, and assigns, or other(s) to whom this and the other portions of this right-of-way being closed shall be conveyed shall be allowed to use the surface of the land hereby conveyed; however, it shall not be permitted to place or erect structures or enclosures thereon without the written consent of the City, which consent may be granted or denied for any reason or no reason at all. The Grantee's use of the property conveyed by this deed shall not interfere with the ingress, egress or other actions of the City and public and private utilities, as necessary for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the aforesaid utilities and appurtenances and improvements related thereto. Furthermore, no such structures or enclosures shall be located or constructed upon the land conveyed by this deed until plans therefore have been submitted to and approved by the City's Engineering Division, and no work in the construction of such structures or enclosures or in the use of the surface shall injure or disturb the aforesaid utilities and improvements related thereto or in any way interfere with or adversely impact their operation or maintenance.

FURTHERMORE, the Grantee shall not be permitted to grade the property conveyed under the terms of this deed nor shall it be permitted to alter the surface of the land hereby conveyed, aside from filling potholes, except upon the written consent of the City, said consent not to be unreasonably withheld.

FURTHERMORE, in the event the Grantee alters the surface of the land hereby conveyed or the subsurface thereof and said alterations result in the need to relocate

public or private utilities' lines and/or other appurtenances and improvements related thereto, the Grantee shall be liable for all costs associated with the relocation.

FURTHERMORE, the City, and public and private utilities, shall also have the right to enter upon the property hereby conveyed from time to time to remove, where necessary, such trees and other growths as may be required for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the aforesaid utility lines and stormwater management and sediment and erosion control devices and improvements related to the foregoing.

IT IS UNDERSTOOD AND AGREED, that the foregoing easements, covenants and restrictions shall be deemed to touch and concern the land, shall run with the title to the land, shall inure to the benefit of the City and the other parties thereby benefited, and shall be binding upon the Grantee and all future owners or possessors of all or any of the land hereby conveyed as well as their personal representatives, heirs, successors and assigns, and any and all persons and entities claiming through them.

Item Attachment Documents:

Order 26,641 - authorizing the execution of Change Order 1 to City Project 9-18-BR,
"Replacement of Bridge No. A-C-06 - Balt. St. Over Wills Creek" to authorize payment
to AC Government for Final Design Services with the County paying MDOT directly and
seeking reimbursement from the City for its cost-share portion of 20% of the estimated
total Final Design cost of \$427,391.05 which will be a total estimated amount of
\$85,478.21

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

ORDER NO. 26,641

DATE: May 19, 2020

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

THAT, with regard to Order No. 26,384 accepting the sole source proposal from MD Department of Transportation (SHA) to provide engineering services for City Project "Replacement of Bridge No. A-C-06 on Baltimore St. over Wills Creek" (9-18-BR), authorization is hereby granted to execute Change Order No. 1 to authorize payment to Allegany County Government for invoices pertaining to the Final Design Services as the County will be paying MDOT directly for the work and seeking reimbursement from the City for its cost-share portion; and

BE IT FURTHER ORDERED, that, as previously authorized, the City's portion of the cost shall be a total estimated amount of \$85,478.21, which is 20% of the total estimated Final Design cost of \$427,391.05.

Raymond M. Morriss, Mayor

Funding: City 20% cost share / 115.099Y.63000

MDOT MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

COST SHARING AGREEMENT

Purpose: Documentation of Costs for Services Provided on Behalf of Counties, Municipalities and Others.

Description of work: For MDOT SHA to provide engineering services for the Replacement of Bridge No.

A-C-06 on Baltimore Street over Wills Creek in Cumberland, Allegany County

1. I, Daniel S. DeWitt, P.E., County Engineer, May 8, 2020
Name Title Date
Being authorized to act on behalf of Allegany County Department of Public Works
Name of County, Municipality or Other Party
Billing address: Department of Public Works Allegany County Government
701 Kelly Road, Cumberland, MD 21502 (Attention: Daniel S. DeWitt, P.E.)

Do assure that:

2. The requesting organization does not have adequate forces to perform this service and requests the State Highway Administration to: (check one)
- a. ☐ Manage the entire project.
- b. ☒ Provide services as described above or in the supplemental Attachment A.
3. A written agreement exists between the Maryland Department of Transportation State Highway Administration and the requesting organization, which agreement clearly indicates responsibility for project costs. (If no agreement exists, proceed to 4 and 4a. or 4b.)
- Date of Agreement: _____
- or
- Date of Master Agreement: January 3, 1978
- and
- Date of Supplemental Letter: October 15, 2018
4. The total estimated costs of this project; \$ 598,773.00, which includes the payroll fringe benefit expenses on direct labor and the Administrative and General Overhead Expenses at the prevailing rates, will be invoiced at (check one)
- a. ☒ 20 % of the total actual cost of this project—not to exceed the estimated total cost by more than 15% without prior notification and agreement.
- or
- b. ☐ not to exceed \$ _____

COST SHARING AGREEMENT

Page 2

5. Estimated funds are available and will be paid by the requesting organization, other than Counties, Municipalities and other State Agencies:
 - By advance deposit for the total estimated costs. Refunds to the advance deposit will be issued at the completion of the project.
6. Estimated funds are available and will be paid by the Counties, Municipalities and other State Agencies (check one):
 - a. ☐ By payment of all costs expended to date within 30 days of receipt of SHA's progress billings.
 - b. ☒ By payment of all costs in excess of federal recovery either as an advance deposit or 30 days of receipt of MDOT SHA's progress billings
7. Requesting organizations (including other State Agencies) other than Counties and Municipalities will be billed monthly.
8. Counties and Municipalities will be billed as follows:
 - A project/local share which does not exceed \$60,000 will be billed quarterly
 - A project/local share which exceeds \$60,000 will be billed monthly.
9. Should the County or Municipality default in remitting payment to the State for their portion of the work, their Highway User Revenue Funds will be reduced accordingly.
10. Costs incurred in excess of the advance deposit, if applicable, will be billed monthly.

Daniel S. DeWitt 5/8/2020

Authorized Representative of
Requesting Organization

Date

District Engineer or Senior Manager Date

Daniel S. DeWitt, P.E.

County Engineer

SHA 30.0-032L
Effective 10/01/03

MDOT SHA STAFF REVIEW COSTS:	\$15,000.00
PAYROLL BURDEN FOR FRINGE BENEFITS FOR SHA STAFF (78.82%):	\$11,823.00
CONSULTANT DESIGN COSTS:	\$571,950.00
ADMINISTRATIVE AND GENERAL OVERHEAD COSTS (7.79%):	\$0.00
(0% for Local Government BR/BH Projects)	<u> </u>
TOTAL PROJECT COST:	\$598,773.00
20% Local Government Share:	\$119,754.60
80% FEDERAL BR/BH AID SHARE:	\$479,018.40

NOTES: * THIS FACTOR NOT APPLIED TO LOCAL GOVERNMENT BR/BH PROJECTS

PE PAYROLL BURDEN:	78.82%
PE OVERHEAD*:	7.79%

Council Agenda Summary

Meeting Date: May 19, 2020

Agenda Item Number: 9-18-BR

Key Staff Contact: Robert Smith

Item Title:

Replacement of Bridge No. A-C-06 on Baltimore Street over Wills Creek, in Cumberland, Allegany County

Summary:

Requesting a change order to authorize payment to Allegany County Government for invoices pertaining to the Final Design Services for the Replacement of Bridge A-C-06 on Baltimore Street over Wills Creek. Allegany County will be paying the MD Department of Transportation directly and seeking reimbursement from the City for its cost share portion estimated at \$85,478.21. The requested change order shall increase the total reimbursement request to \$119,754.60, which is 20% of the estimated project cost of \$598,773. The Preliminary Engineering costs are associated with M&CC order 26,467.

Item	Description	Total Cost	Local Share (20%)	Federal Share (80%)
1	Preliminary Engineering	\$ 171,381.95	\$ 34,276.39	\$ 137,105.56
2	Final Design	\$ 427,391.05	\$ 85,478.21	\$ 341,912.84
	Total	\$ 598,773.00	\$ 119,754.60	\$ 479,018.40

Issues and Considerations:

The requested change order is Final Design Service through project bidding by the City's State-Selected consultant Wilson T. Ballard.

Fiscal Impact:

Is this item budgeted? ☒ Yes ☐ No

Budget: 115.099Y.6300

Value of award: \$119,754.60

If item is not budgeted, does the budget need to be appropriated? ☐ Yes ☐ No

Is there grant funding being used? ☒ Yes ☐ No

If grant funding is being used, does it require a City match? ☒ Yes ☐ No

Match provisions:	80% Federal Bridge Program 20% Local Government Match
Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

City of Cumberland, Maryland

Change Order Number: 1

Project:	Replacement of Bridge No. A-C-06 on Baltimore Street over Wills Creek, in Cumberland, Allegheny County
City/Project No.:	9-18-BR
Purchase Order No.:	2020-305
M&CC Order No.:	26,467
Contractor:	Allegheny County Commissioners
Vendor No.:	10228

The Change Order modifies (adds or deletes work) the contract as follows:

[illegible]

Item	Description	Total Cost	Local Share (20%)	Federal Share (80%)
1	Preliminary Engineering	\$ 171,381.95	\$ 34,276.39	\$ 137,105.56
2	Final Design	\$ 427,391.05	\$ 85,478.21	\$ 341,912.84
	Total	\$ 598,773.00	\$ 119,754.60	\$ 479,018.40

The Original Contract Sum was:	\$34,276.39
Previous Change Orders:	\$0.00
Contract Sum as a result of Previous Change Orders:	\$34,276.39
The Contract Sum increased/decreased by this Change Order:	\$85,478.21
The New Contract Sum as a result of this Change Order is:	\$119,754.60
Contract Time Change:	+30 Calendar Days

Contractor: Allegany County Commissioners

Accepted by: _____
Authorized Agent _____ Date _____

The City of Cumberland, Maryland:

Recommended By: _____ Date _____
Contracts Administration Officer

Accepted by: _____
Director of Engineering Date

Approved By: _____
City Administrator Date

Mayor and City Council Order Number Authorizing this Change Order: _____

Wall Quote	
retaining wall	27341
sidewalk	7000
TOTAL	34341

CDBG	
Total for Bellevue	103033.5
ERR	7761.64
Inv 1	62131.46
Retainage	6903.49
AMT LEFT	26236.95

Cumb St under	9523.1
NEW AMT LEFT	35760.05

Project Spe
Total
Amt Left
CO REQ

pecific

81250

12215.05

22125.95

Item Attachment Documents:

Order 26,642 authorizing the execution of C.O. No. 1 to the current contract with Excavating Assoc., City project 27-19-M, "Bellevue St. Sidewalk Upgrades" in the increased lump sum price of \$22,125.95, bringing the new contract sum to \$103,375.95, to be fully funded through the CDBG program

Council Agenda Summary

Meeting Date: May 19, 2020

Agenda Item Number:

Key Staff Contact: Matt Idleman, PE

Item Title:

Execute Change Order No. 1 to current contract with Excavating Associates on City Project 27-19-M (Bellevue St. Sidewalk Upgrades)

Summary:

This change order is to replace a failing retaining wall below a section of Bellevue Street, along with the associated sidewalk located above the wall. This work is a part of CDBG's 5-year plan, but was not included in the original scope of work for this project due to budget restrictions. Due to an underrun of funds from another CDBG project, the funding is now available to replace this wall. There will be an added cost of \$22,125.95 to the original purchase order, bringing the new contract value to \$103,375.95.

Issues and Considerations:

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	CDBG Grant Funds
Value of award:	\$22,125.95; total contract value \$103,375.95
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Match provisions:	
Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

City of Cumberland, Maryland

Change Order Number: 1

<u>Project:</u>	Bellevue St. Sidewalk Upgrades
<u>City Project No.:</u>	27-19-M
<u>Purchase Order No.:</u>	2020-589
<u>M&CC Order No.:</u>	26,561
<u>Contractor:</u>	Excavating Associates, Inc.
<u>Vendor No.:</u>	

The Change Order modifies (adds or deletes work) the contract as follows:

Add / Delete	Item No.	Quantity	Unit Price	Unit	Description	Delete	Add
ADD	4001	1	\$ 27,341.00	LS	Modular Block Retaining Wall		\$15,125.95
ADD	6005.1	1	\$ 7,000.00	LS	Monolithic Curb and Sidewalk		\$7,000.00
					TOTALS	\$0.00	\$22,125.95

The Original Contract Sum was:	\$81,250.00
Previous Change Orders:	\$0.00
Contract Sum as a result of Previous Change Orders:	\$81,250.00
The Contract Sum increased/decreased by this Change Order:	\$22,125.95
The New Contract Sum as a result of this Change Order is:	\$103,375.95

Contract Time Change: +30 Calendar Days

Contractor: Excavating Associates, Inc.

Accepted by: _____
Authorized Agent _____ Date _____

The City of Cumberland, Maryland:

Recommended By: _____
Engineering Specialist *Date*

Accepted by: _____
Director of Engineering _____ Date _____

Approved By: _____
City Administrator _____ Date _____

Mayor and City Council Order Number Authorizing this Change Order: _____

Community Development Block Grant Funds

Minor Amendment #1 4302020

City of Cumberland

Reprogramming CDBG funds in a timely manner enables the City to comply with HUD “Timeliness” standards and allows the funds to be used on “shovel ready” activities.

The changes proposed for the FY 2018 Annual Action Plan primarily involve a change in funding allocation of less than fifty (50) percent to two identified activities. The citywide targeted ADA Sidewalk Improvements Downtown-Cumberland Street (QQ18007) project originally funded at \$63,051 has been completed under budget leaving a surplus of \$9,526.99. City Department of Engineering staff requested to use the surplus funds to increase the 2017 Community Betterment Sidewalks-Bellevue Street project (PP17010) funded at \$95,311. The funds are allocated for sidewalk and retaining wall improvements on Bellevue Street. An increase in funds is necessary to complete this project due the additional expense of retaining wall work required for safety issues.

As a result of the aforementioned proposed changes to the 2018 Annual Action Plan, the 2018 ADA Sidewalk Improvements Downtown -Cumberland Street project will include both the Cumberland Street sidewalk location (\$53,528.33) and the Bellevue Sidewalk location (\$9,526.99). This change is not substantial enough to warrant a substantial amendment to the 2018 Annual Action Plan based upon the criteria outlined within the Plan Amendments section of the Citizen Participation Plan for the City of Cumberland Community Development Block Grant program.

This Minor Amendment to the 2018 Community Development Block Grant Annual Plan will be considered by Mayor and City Council at the regular meeting on Tuesday, May 19, 2020 in Council Chambers at City Hall at 6:15 PM.

Item Attachment Documents:

Order 26,643 - approved the submission of a Draft Citizen Participation Plan and Draft 2020 Consolidated Five Year Plan for the City's Community Development Block Grant (CDBG) Program to HUD and approving program funding recommendations for the 2020 program year in the total amount of \$809,542

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

ORDER NO. 26,643

DATE: May 19, 2020

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

THAT, the attached City of Cumberland Draft Citizen Participation Plan and the City of Cumberland Draft 2020 Consolidated Five Year Plan for the Community Development Block Grant (CDBG) Program be and are hereby approved for submission to the Department of Housing and Urban Development (HUD) ; and

BE IT FURTHER ORDERED, that the following program funding recommendations for the 2020 program year, which are included in the Draft 2020 Consolidated Five Year Plan, be approved for submission to HUD in the total amount of Eight Hundred Nine Thousand, Five Hundred Forty- Two Dollars (\$809,542):

Cumberland 2020 Community Development Block Grant Recommendations	
<i>Public Facilities/Infrastructure</i>	<i>73%</i>
Baltimore Street Redesign Infrastructure Improvements	\$402,700
Fort Cumb Homes Sidewalk Project Ph 2	\$50,000
South Penn Playground	\$20,600
Constitution Park Inclusive Playground Ph 2	\$65,000
YMCA Gilcrist HVAC Replacement Ph 1	\$54,000
<i>Administration</i>	<i>16%</i>
Project Management & Fair Housing Efforts	\$130,000
<i>Public Services</i>	<i>11%</i>
Targeted City Foot and Bike Patrols	\$5,000
Family Crisis Resource Center Shelter/Services	\$10,500

AHEC Emergency Dental Access Program	\$8,000
Incredible Years Parenting Program by The Family Junction	\$7,000
Associated Charities LongTerm Prescription Program	\$5,000
Associated Charities Short Term Prescription Program	\$9,000
Jane's Place, Inc. Services for Abused Children	\$7,900
YMCA Food Program for Transitional Housing Shelter	\$3,842
Office Of Housing Opportunity -Transitional Homeless	\$6,000
HRDC Emergency Homeless Prevention	\$25,000
Total Allocation from U.S. Dept of Housing & Urban Dev	\$809,542

Raymond M. Morriss, Mayor

Item Attachment Documents:

Order 26,644 - authorizing execution of an Easement Agreement with MC Broadband Cooperative, Inc., regarding a MOU effective February 13, 2019, to allow MD Broadband the right to use the City's rights-of-ways and easements to install, operate and maintain fiber, subject to certain conditions defined in the agreement

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

ORDER NO. 26,644

DATE: May 19, 2020

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

THAT, the Mayor be and is hereby authorized to execute an Easement Agreement by and between the Mayor and City Council of Cumberland and Maryland Broadband Cooperative, Inc., pertaining to a Memorandum of Understanding effective February 13, 2019, to grant MD Broadband Cooperative the right to use the City's rights-of-ways and easements to install, operate and maintain fiber, subject to certain conditions defined in the agreement.

Raymond M. Morriss, Mayor

EASEMENT AGREEMENT

This **EASEMENT AGREEMENT** is made on the _____ day of _____, 20____, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, a municipal corporation of the State of Maryland ("Grantor"), whose address is 57 North Liberty Street, Cumberland, Maryland 21502, and the **MARYLAND BROADBAND COOPERATIVE, INC.**, a Maryland non-stock consumer cooperative corporation ("Grantee"), whose address is 2129A Northwood Drive, Salisbury, Maryland 21801.

WHEREAS, the parties hereto entered a certain Memorandum Of Understanding having an effective date of February 13, 2019 (the "Agreement").

WHEREAS, a copy of the Agreement is attached hereto as Exhibit A, and the same is incorporated herein by reference.

WHEREAS, in accordance with the Agreement and as evidenced by the corresponding Bill Of Sale, the Grantor sold, assigned and delivered the "Fiber System," as defined by the Agreement, to the Grantee subject to all rights of reversion contained in the Agreement.

WHEREAS, paragraph 7 of the Agreement afforded Grantee the right to record a written Easement Agreement pertaining to the Fiber System.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby sell, grant and convey to Grantee, its successors and assigns, subject to the rights of reversion contained in the Agreement, the right to use the Grantor's rights-of-ways and easements for the purposes of operating, inspecting, installing, maintaining, repairing, and replacing the Fiber System and uses incidental thereto (the "Permitted Uses"), subject to the following:

A. Grantee shall use the Grantor's rights-of-ways and easements at its sole expense, only for the Permitted Uses, and in accordance with all applicable laws, rules, regulations and safety codes;

B. Grantee shall have no right to alter, modify, improve, damage, destroy or impair the Grantor's rights-of-way and easements;

C. Grantee shall promptly restore the Grantor's rights-of-ways and easements following any use or disturbance thereof;

D. Grantee shall provide the Grantor with at least twenty-four (24) hours advance notice of the Grantee's planned use of the Grantor's rights-of-ways and easements for the Permitted Uses and, in the event of an unplanned outage or emergency situation necessitating Grantee's use of the rights-of-ways and easements, prompt notice shall be supplied to the Grantor as soon as practicable;

E. Grantee shall indemnify, defend and hold harmless Grantor from, for and against any loss, damage, liability, deficiency or claim (including reasonable attorneys' fees) in connection with any injuries to any person or damage to any property arising from or related to Grantee's or its agent(s)' use of Grantor's rights-of-ways and easements;

F. Grantor and Grantee covenant and agree, for themselves and their respective successors and assigns, to execute such other documents, and take such further actions, as may be reasonably requested by the other in order to carry out the provisions of this Easement Agreement, including without limitation, in the event the applicable local recorder's office shall refuse or otherwise fail to record this instrument, the execution of another instrument granting the easement herein described in form acceptable for recording;

G. The cash consideration set forth above is paid by Grantee and accepted by Grantor as full and total payment for the rights set forth herein

H. All provisions of this Easement Agreement, including the benefits and burdens, shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, personal representatives, lessees, permittees and licensees, and such provisions shall be deemed to be enforceable equitable servitudes running with the land and shall bind any person having at any time any interest or estate in the easement granted herein as though such provisions were recited and stipulated in full in each and every deed of conveyance, license or lease thereof or occupancy agreement pertaining thereto;

I. Except for Grantee's transfer, assignment, lease, permit and/or license of the rights granted herein and except for any transfer, assignment, lease, permit and or license of such rights by operation of law or court order, upon dissolution of Grantee under the laws of the State of Maryland, all of Grantee's rights set forth herein shall cease and be of no force and effect; and

J. This Easement Agreement shall be construed in accordance with, and governed by, the laws of the State of Maryland without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement as of the date first written above.

[Signatures & Notary To Follow]

GRANTOR:
MAYOR & CITY COUNCIL OF CUMBERLAND

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

GRANTEE:
MARYLAND BROADBAND COOPERATIVE, INC.

By: _____ (SEAL)
Drew VanDopp, President and CEO

STATE OF MARYLAND

COUNTY OF _____

BEFORE ME, the undersigned authority, on this ____ day of _____, 20__, personally appeared **RAYMOND M. MORRISS of the MAYOR AND CITY COUNCIL OF CUMBERLAND**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed and for the purposes and consideration therein expressed.

Notary Public In & For Said State

My Commission Expires: _____

STATE OF MARYLAND

COUNTY OF _____

BEFORE ME, the undersigned authority, on this ____ day of _____, 20__, personally appeared **DREW VANDOPP, President and CEO of MARYLAND BROADBAND COOPERATIVE, INC.** a Maryland non-stock consumer cooperative corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed on behalf of the corporation and for the purposes and consideration therein expressed.

Notary Public In & For Said State

My Commission Expires: _____

Item Attachment Documents:

Order 26,645 - authorizing execution of a Subordination Agreement with CG Enterprises, LLC to subordinate the lien position of the Upper Story Redevelopment Five Year Forgivable Loan pertaining to 66-72 Pershing Street, recorded on June 1, 2018 (Liber 2386, folio 221), for the purpose of refinancing a loan to assist with the purchase of additional real estate

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

ORDER NO. 26,645

DATE: May 19, 2020

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

THAT, the Mayor be and is hereby authorized to execute a Subordination Agreement by and between the Mayor and City Council of Cumberland and CG Enterprises, LLC, to subordinate the lien position of the Upper Story Redevelopment Five Year Forgivable Loan pertaining to 66-72 Pershing Street, originally recorded on June 1, 2018 (Liber 2386, folio 221), for the purpose of refinancing a loan to assist with the additional purchase of real estate.

Raymond M. Morriss, Mayor

To: Mayor & City Council
From: CG Enterprises LLC
RE: Lien on Perrin Building (66-72 Pershing Street)

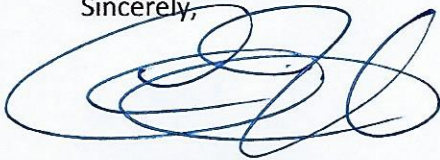
May 12, 2020

Mayor and City Council:

We are in the process of purchasing the McMullen Building in downtown Cumberland. In addition to this purchase, and part of the same transaction, we are refinancing our current building (66-72 Pershing Street). Due to the \$70,000 grant we received for the upper story renovation, the City has placed a lien on the property (dated June 1, 2018) for five years (when the full amount of the grant is forgivable). The City currently holds a subordinate position on the lien, and we are asking that the City continue to take a subordinate position on the lien when the purchase/refinance occurs so that our new lender, First Peoples Community FCU, can take first position on the lien. We thank you for your time and consideration in this matter.

Purchase Price: \$725,000
Perrin Building Refinance: \$156,460
Settlement Charges/Adjustments: \$53,540
Total New Loan: \$935,000

Sincerely,

A handwritten signature in blue ink, appearing to be "CH", with a large, stylized loop at the end.

Christopher Hendershot
Owner
CG Enterprises LLC

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT ("Agreement"), made this 19th day of May, 2020, by and between the **Mayor and City Council of Cumberland** ("Lender") and **CG Enterprises, LLC** ("Borrower").

WHEREAS, the Lender made a loan to the Borrower in the original principal amount of \$70,000.00, which loan is secured by a deed of trust (the "First Deed of Trust") from the Borrower to Michael Scott Cohen, trustee for the benefit of the Lender, dated June 1, 2018 and recorded among the Land Records of Allegany County, Maryland in Book 2386, Page 221;

WHEREAS, the First Deed of Trust is secured by the real property and the improvements thereon located at 66-72 Pershing Street, Cumberland, MD 21502 (the "Property");

WHEREAS, First Peoples Community Federal Credit Union ("Second Lender") has made a loan in the amount of \$935,000.00 to the Borrower, which loan is secured by a deed of trust (the "Second Deed of Trust") on the Property; and

WHEREAS, the Second Lender was unwilling to make the aforesaid loan to the Borrower unless the Lender agreed to subordinate the First Deed of Trust to the Second Deed of Trust, and the Lender has so agreed.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Lender subordinates the First Deed of Trust to the Second Deed of Trust, to the end that the Second Deed of Trust shall be superior to the First Deed of Trust.
2. The Lender acknowledges and agrees that (i) the Second Deed of Trust is and shall constitute the first lien on and against the Property, and (ii) the First Deed of Trust is and shall be subject and inferior to the Second Deed of Trust.
3. This Subordination Agreement shall be binding upon the parties hereto, their successors and assigns.
4. First Lender hereby agrees to execute, acknowledge and deliver such further instruments as may be necessary to effectuate the purposes of this subordination.

The undersigned Borrower hereby joins in the execution of this Agreement in order to express consent hereto.

IN **WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date and year first written above as an instrument under seal.

WITNESS/ATTEST:

	MAYOR AND CITY COUNCIL OF CUMBERLAND
_____	By _____ (SEAL)
Marjorie A. Woodring,	Raymond M. Morriss, Mayor
City Clerk	

	FIRST PEOPLES COMMUNITY FEDERAL CREDIT UNION
_____	By _____ (SEAL)

	printed name and position

	CG ENTERPRISES, LLC
_____	By _____ (SEAL)
	Christopher Hendershot, Member
	and
_____	By _____ (SEAL)
	Garrett Eagan, Member

**STATE OF MARYLAND,
COUNTY OF ALLEGANY, to wit:**

I HEREBY CERTIFY, that on this _____ day of _____, 2020, before me, the subscriber, a Notary Public of the state and county set forth above, personally appeared **Raymond M. Morriss**, known and/or satisfactorily identified to me, who acknowledged himself to be the Mayor of Mayor and City Council of Cumberland, a Maryland municipal corporation, and made oath that he, as Mayor of the said municipal corporation, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

**STATE OF MARYLAND,
COUNTY OF ALLEGANY, to wit:**

I HEREBY CERTIFY, that on this _____ day of _____, 2020, before me, the subscriber, a Notary Public of the state and county set forth above, personally appeared **Christopher Hendershot and Garrett Eagan**, known and/or satisfactorily identified to me, who acknowledged themselves to be the members of CG Enterprises, LLC, a Maryland limited liability company, and made oath that they, as members of said limited liability company, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

**STATE OF MARYLAND,
COUNTY OF ALLEGANY, to wit:**

I HEREBY CERTIFY, that on this _____ day of _____, 2020, before me, the subscriber, a Notary Public of the state and county set forth above, personally appeared _____, known and/or satisfactorily identified to me, who acknowledged himself/herself to be the _____ of First Peoples Community Federal Credit Union, a federally chartered credit union, and made oath that he, as _____ of the said credit union, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

This is to certify that the within instrument was prepared by or under the supervision of the undersigned attorney duly admitted to practice before the Court of Appeals of Maryland.

Michael Scott Cohen, Esq.

... City of Cumberland\ 66-72 Pershing St Subordinate DOT 2020.msc

Item Attachment Documents:

Order 26,646 - authorizing execution of a Settlement Agreement and Consent Order (WMA Case No. CO-20-2652) with the MD Department of the Environment, to define interim performance standards for the John J. DiFonzo Water Reclamation Facility (Waste Water Treatment Plant) through October 1, 2020, during the installation and start-up of the Aeration Blower Replacement Project (23-18-WWTP)

Council Agenda Summary

Meeting Date: May 19, 2020

Agenda Item Number: Enter Text Here

Key Staff Contact: Raquel Kettermann, Environmental Specialist

Item Title:

Consent Agreement WMA Case No. CO-20-2652 for interim performance standards for the Water Reclamation Facility (NPDES MD0021598) Project No. 23-18-WWTP

Summary:

Order approving the Mayor's signature on the Consent agreement WMA Case No. CO-20-2652 for interim performance standards for the Water Reclamation Facility (NPDES MDE0021598) Project No. 23-18-WWTP through October 1, 2020 during the installation and start-up of the Aeration Blower Replacement Project at the Water Reclamation Facility.

NOTE:

"Exhibit A" of the Consent Agreement is a copy of the NPDES Permit (MD001124598) which is administratively extended by MDE at this time.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
Budget:	Enter Text Here NA
Value of award:	NA
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Match provisions:	Enter Text Here

Is this a sole source purchase? ☐ Yes ☐ No (If so, attach department recommendation and approval from City Administrator.)

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

ORDER NO. 26,646

DATE: May 19, 2020

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

THAT, the Mayor be and is hereby authorized to execute a Settlement Agreement and Consent Order (WMA Case No. CO-20-2652) with the MD Department of the Environment, to define interim performance standards for the Cumberland Wastewater Treatment Plant (*John J. DiFonzo Water Reclamation Facility*) through October 1, 2020, during the installation and start-up of the Aeration Blower Replacement Project (23-18-WWTP).

Raymond M. Morriss, Mayor

STATE OF MARYLAND
DEPARTMENT OF THE ENVIRONMENT
1800 Washington Boulevard
Baltimore, Maryland 21230

* SECRETARY OF THE
* ENVIRONMENT
*
* WATER AND SCIENCE
* ADMINISTRATION
*
*
*
*
* WMA Case No. CO-20-2652
*
*
*

v.

MAYOR AND CITY COUNCIL
OF CUMBERLAND
57 N. Liberty Street
Cumberland, Maryland 21502

* * * * *

SETTLEMENT AGREEMENT AND CONSENT ORDER

The State of Maryland, Department of the Environment (“MDE” or the “Department”) and the Mayor and City Council of Cumberland (the “City”), a municipal corporation of the State of Maryland, hereby represent and acknowledge that they agree to enter into this Settlement Agreement and Consent Order (“Agreement”) related to the City of Cumberland Wastewater Treatment Plant (John J. DiFonzo Water Reclamation Facility).

WHEREAS, the Department has the powers, duties, and responsibilities vested in it pursuant to Sections 1-301 and 9-301 through 9-344, inclusive, of the Environment Article of the Annotated Code of Maryland, to implement and enforce the environmental laws of the State, including protection of the waters of the State;

WHEREAS, the City owns and operates the City of Cumberland Wastewater Treatment Plant (John J. DiFonzo Water Reclamation Facility), located at 400 E. Offutt Street, Cumberland, Allegany County, Maryland 21502 (the "Plant");

WHEREAS, Envir. §§ 9-322 and 9-323 prohibit the discharge of any pollutant into the waters of the State unless authorized by a discharge permit issued by the Department. Waters of the State include both surface and underground waters. The term “discharge” includes the placement of a pollutant in a position where it is likely to pollute waters of the State;

WHEREAS, Envir. §§ 9-323 and 9-324 authorize the Department to issue permits to persons authorizing the discharge of pollutants, but only in compliance with State water quality standards, effluent limitations and any conditions the Department considers necessary to prevent water pollution;

WHEREAS, the City operates the Plant pursuant to a discharge permit issued by MDE, pursuant to the provisions of Title 9, Part IV of the Environment Article of the Annotated Code of Maryland, as is more fully explained below;

WHEREAS, on April 1, 2015, pursuant to Envir. § Section 9-323, Annotated Code of Maryland, the Water and Science Administration of MDE issued discharge permit number 13-DP-0567, NPDES number MD0021598 ("Permit") to the Mayor and City Council of Cumberland, 57 N. Liberty Street, Cumberland, Maryland 21502 for the discharge of pollutants from the Plant to the North Branch Potomac River, designated as Use IP; waters which are protected for water contact recreation, aquatic life and public water supply. The Permit became effective on April 1, 2015 and expires on March 31, 2020. The City submitted an application for Permit renewal on July 1, 2018 with a modification to the application on July 11, 2018. The application for modification is currently under review by MDE and therefore the Permit has been administratively extended. A copy of the Permit is attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, as of October 2019, the Plant began construction for the Aeration Blower Replacement Project ("Project") that includes replacing the Aeration System Blowers and valves with automated valves and more energy efficient turbo blowers. The project is being completed to enhance energy efficiency within the aeration system of the Plant. The City has represented to MDE that it is near completion of the restoration work. It is anticipated that the operation of the

Plant may be significantly affected during the improvement project and during start-up. As such, the Plant may be temporarily unable to comply with its Permit concentration and loading limitations for biochemical oxygen demand (“BOD”), total suspended solids (“TSS”), total ammonia nitrogen (“NH₃-N”), total phosphorus (“TP”), and total nitrogen (“TN”).

WHEREAS, MDE recognizes the need for the City to implement the Aeration Blower Replacement project and acknowledges that it may not be possible to perform such upgrades and comply with all of the effluent limitations contained in the Permit simultaneously;

WHEREAS, the City and MDE desire to enter this Agreement to establish interim performance standards for BOD, TSS, NH₃-N, TN and TP for the Plant during construction of the improvements and the start-up of the renovated Plant, and to establish stipulated penalties for any violations thereof that might occur during this timeframe;

WHEREAS, it is expressly understood that this Agreement pertains to the specific State environmental laws and regulations described herein, and the Department has made no promises or representations other than those contained in this Agreement and that no other promises or representations will be made unless in writing. The Department makes no representations with regard to any criminal liability for the above-referenced violations and has no authority over any criminal actions.

ORDER

THEREFORE, in consideration of the foregoing, it is **ORDERED** by the Director of the Water and Science Administration of the Department and **CONSENTED TO** by the City as follows:

I. WORK TO BE PERFORMED

1. The City shall make every reasonable effort to optimize performance of the Plant during the effective period of this Agreement to comply with the Permit effluent limits and the interim performance standards set forth in paragraph 2 below, and to prevent adverse impacts to waters of the State resulting from discharges from the Plant.

2. From the effective date of this Agreement through October 1, 2020 the City shall operate and maintain the Plant so as to comply with the following interim performance standards during construction activity and the start-up of the Aeration Blower Replacement Project improvements. All other effluent limits and other terms and conditions of the Permit shall remain in full force and effect and shall be complied with by the City at all times.

Interim Performance Standards

a. Biochemical Oxygen Demand (BOD₅):

Effective date of this Agreement through October 1, 2020

- i. Monthly average loading rate of 3,000 pounds per day (“lbs/day”); and
- ii. Weekly average loading rate of 4,500 lbs/day; and
- iii. Monthly average concentration of 24 milligrams per liter (“mg/l”); and
- iv. Weekly average concentration of 36 mg/l; and

b. Total Suspended Solids (TSS):

Effective date of this Agreement through October 1, 2020

- i. Monthly average loading rate of 5,700 lbs/day; and
- ii. Weekly average loading rate of 8,400 lbs/day; and
- iii. Monthly average concentration of 45 mg/l; and
- iv. Weekly average concentration of 67.5 mg/l; and

c. Total Ammonia Nitrogen:

Effective date of this Agreement through October 1, 2020:

- i. Monthly average loading rate of 885 lbs/day; and
 - ii. Monthly average concentration of 7.05 mg/l; and
- d. Total Phosphorus:
- i. Annual total loading rate of 20,557.5 lbs/year.
- e. Total Nitrogen:
- i. Annual total loading rate of 274,101 lbs/year.

3. As of the end of this agreement on October 2, 2020 effluent limitations are in effect as provided in the permit (Exhibit A).

II. MODIFICATION OF WORK TO BE PERFORMED

4. No informal advice, guidance, suggestion, or comment by the Department regarding plans, specifications, schedules, or any other writing submitted by the City shall relieve the City of its obligation to obtain such formal approval as may be required by this Agreement or Maryland law, and to comply with all requirements of this Agreement unless it is formally modified.

5. Any request to modify work shall not excuse, toll, or suspend any compliance obligation or deadline required pursuant to this Agreement during the pendency of the Department's consideration of the request, nor shall it stay the accrual of stipulated penalties.

III. RIGHT TO ENTER

6. The City shall allow authorized representatives of the Department to enter upon the Site at all reasonable hours for the purpose of collecting samples, information, photographs, or any other activity necessary to ascertain and evaluate whether the City and the Plant are in compliance with this Agreement and State law. Upon request of the Department, the City shall provide the

Department with access to any records or information which may be related to the Plant, this Agreement, or the City compliance with State law.

7. The right of access provided in this Agreement shall in no way limit or restrict any other right of access granted to the Department in any federal, state, or local law, regulation, or ordinance.

IV. STIPULATED PENALTIES

8. Beginning on the execution date of this Agreement and continuing until October 1, 2020 if interim limits are exceeded, the upon 30 days written demand the Department may pursue stipulated penalties and the City shall pay stipulated penalties in accordance with the following criteria:

a. If the Plant has effluent sample values that exceed the interim limits set forth in Paragraph 2, the City shall pay the following stipulated penalties for each such exceedance:

- (1) \$500 for each monthly average interim performance standard or Permit effluent limitation that is exceeded.
- (2) \$125 for each weekly average interim performance standard or Permit effluent limitation that is exceeded.
- (3) \$100 for each daily maximum or daily minimum Permit effluent limitation that is exceeded.

9. Payment of the penalty shall be made by check payable to the Maryland Department of the Environment mailed to the following address: Maryland Department of the Environment, Fiscal Services Division, Cash Receipts/Advances Unit, P.O. Box 2057, Baltimore, Maryland 21203-2057. To ensure proper credit, please include the invoice number on your check and submit

the enclosed remittance copy along with your payment. The following must be noted on the all checks or on enclosed correspondence:

PCA: 13710 OBJ: 7545 SFX: 408 GL: 0544

10. All stipulated penalties shall begin to accrue on the date that complete performance was due, or a violation occurs and shall continue to accrue through the final day of noncompliance. The City has the obligation to document to the Department's satisfaction that compliance has been achieved. Nothing herein shall prevent the simultaneous accrual of separate stipulated penalties for separate violations of this Agreement.

11. Except as otherwise expressly set forth in this Agreement, none of the stipulated penalties in this Agreement shall be construed as an election of remedy or other limitation on the Department's discretion to seek in lieu of stipulated penalties any other remedy or sanction available to it for violations of this Agreement or any other violation of State law or regulation not expressly made the subject of this Agreement. The Department's failure to demand any stipulated penalty under this Agreement does not constitute a waiver of the Department's right to make such a demand.

12. Except as otherwise expressly set forth in this Agreement, payment of any stipulated penalty shall not relieve the City from the obligations imposed by this Agreement, any permit that may be issued or any other statute or regulation, nor shall such payment limit the right of the Department to seek enforcement of the terms of this Agreement or any other statute or regulation.

13. The Department, may, in its discretion, reduce or waive any stipulated penalty if it determines that noncompliance is due to an event of Force Majeure as set forth in Section V of this Agreement, or for any other reason deemed appropriate by the Department.

V. FORCE MAJEURE

14. The City shall perform all requirements under this Agreement in the manner and within the time limits established herein, unless performance is delayed or prevented by a force majeure. For purposes of this Agreement, a force majeure is defined as any event arising from causes not reasonably foreseeable and beyond the control of the City, or any entity controlled by the City or the City's contractors, which delays or prevents performance of any obligation under this Agreement despite due diligence and best efforts to fulfill the obligation. Circumstances beyond the control of the City include earthquake, flood or other act of God, war, riot, fire, or freight embargo. Force majeure does not include normal inclement weather, financial inability to complete the work, increased cost of performance, changes in the City's business or economic circumstances, inability to attain media cleanup standards, or the failure to obtain federal, State, or local permits and authorizations unless the City has made timely and complete application for such permits and authorizations.

15. The City shall notify the Department in writing within three (3) days of its knowledge of the event which causes or may cause delay, describing in detail the anticipated length of the delay, the precise cause or causes of the delay, the measures taken and to be taken by the City to prevent or minimize the delay, and a timetable by which those measures will be implemented. The City shall adopt all reasonable measures to avoid or minimize any such delay.

16. Failure by the City to comply with the notice requirements set forth in the preceding paragraph constitutes a waiver of the City's right to request an extension of the applicable deadline associated with the work at issue.

17. The City shall have the burden of proving that any delay is caused by circumstances beyond the control of the City.

VI. PERSONS BOUND BY THIS AGREEMENT

18. This Agreement shall apply to and be binding upon the Department, the City and the City's respective officers, directors, employees, agents, successors, assigns, heirs, trustees, receivers, and upon all persons acting on behalf of each of the City as well as upon subsequent purchasers of all or any part of the Site. Any change in the ownership or corporate status of the City, or any transfer of assets or real or personal property, shall not alter any of the City's responsibilities under this Agreement.

19. The City shall provide a copy of this Agreement within seven (7) days of the execution date, or the date that such services are retained, to all contractors, subcontractors, laboratories, and consultants that are retained to conduct or monitor any portion of the work performed pursuant to this Agreement.

20. The City shall condition all contracts or agreements with contractors, subcontractors, laboratories and/or consultants in connection with this Agreement, on compliance with the terms of this Agreement.

21. The City shall ensure that their contractors, subcontractors, laboratories, and consultants comply with this Agreement.

VII. NOTIFICATION

22. Unless otherwise specified, reports, correspondence, approvals, disapprovals, notices or other submissions relating to or required by this Agreement shall be in writing and shall be sent to the following:

For MDE: Director, Water and Science Administration
Maryland Department of the Environment
1800 Washington Boulevard
Baltimore, Maryland 21230

For the City: Jeffrey D. Rhodes, City Administrator
57 N. Liberty Street
Cumberland, Maryland 21502

If the point of contact changes for any party, that party shall provide notification of the new point of contact.

VIII. RELEASE AND RESERVATION OF RIGHTS

23. Upon the full completion of all of the obligations set forth in this Agreement, the Department agrees to refrain from pursuing any civil enforcement action for the violations alleged in this Agreement, which could have been brought prior to the execution of this Agreement against the City. The Department specifically reserves, and this Agreement is without prejudice to, all rights against the City with respect to (a) criminal enforcement actions, or (b) violations of any other State law not alleged herein.

24. Nothing in this Agreement shall be construed to limit any authority of the Department to issue any order or to take any action it deems necessary to protect public health or the environment, or to limit any authority the Department now has or may hereafter be delegated.

25. The City and the Department intend that nothing in this Agreement shall be construed as a release or covenant not to sue any third party not a signatory to this Agreement. Nothing contained in this Agreement shall affect any right, claim, cause of action, or defense of any party hereto with respect to third parties. The City and the Department specifically reserve any and all rights, defenses, claims, demands, and causes of action which the City and the Department may have against any third parties relating in any way to the subject matter of this Agreement.

IX. NO THIRD-PARTY BENEFICIARIES

26. This Agreement does not and is not intended to create any rights, claims, or benefits for any third party. No third party shall have any legally enforceable rights, claims, or benefits under this Agreement, nor shall any third party have any rights to enforce the terms of this Agreement. No act of performance by Defendants or the Department, nor forbearance to enforce any term of this Agreement by the Department, shall be construed as creating any rights, claims, or benefits for any third party.

27. This Agreement does not affect and is not intended to influence any third party's rights to investigate, evaluate, and respond independently to any impacts from the violations alleged herein.

X. GENERAL PROVISIONS

28. This Agreement shall become effective upon execution by the Department.

29. Each person signing this Agreement certifies that he or she is duly authorized by the party on behalf of which each signs to execute this Agreement and to bind that party to the terms of this Agreement.

30. This Agreement contains all the terms and conditions made between the Parties and may only be modified or amended by a written amendment to the Agreement, signed by both Parties.

31. The City agrees to undertake and complete all actions required by the terms and conditions of this Agreement. In any action by the Department to enforce the terms of this Agreement, the City consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Agreement and agree not to contest the validity of this Agreement or its terms or conditions. The City agrees this Agreement is both a contract and a final administrative order enforceable in a judicial forum.

32. The terms of this Agreement are binding on the Parties and shall be enforceable in the Maryland courts. In the event that the City fails to do the work or pay the stipulated penalties required herein, the Department may institute an action to enforce this Agreement against the City. In such or any other action, this Agreement shall be governed by and interpreted under the law of the State of Maryland.

33. This Agreement is not intended to be nor shall it be construed to be a permit. The City acknowledges and agrees that the Department's approval of any plan does not constitute a warranty or representation that the plan will achieve the required compliance or performance standards. Compliance by the City with the terms of this Agreement shall not relieve the City of its obligation to comply with any other applicable local, state, or federal laws and regulations.

34. The City shall acquire and retain copies of all documents that relate to the Plant that are in the possession of the City's employees, agents, accountants, contractors, or attorneys. The City shall preserve all documents and information, including raw data, relating to the work performed under this Agreement for five (5) years following completion of the work.

35. This Agreement has been negotiated freely by the Department and the City and shall in all cases be construed as a whole, according to its fair meaning.

36. This Agreement constitutes the entire agreement between the Department and the City. No other prior or contemporaneous written or oral agreement, action, or statement regarding the matters described herein shall be valid or have any bearing on the interpretation, application, or enforcement of this Agreement.

37. If a court issues an order that invalidates any provision of this Agreement or finds that the City had sufficient cause not to comply with one or more provisions of this Agreement, the City shall remain bound to comply with all provisions of this Agreement not specifically

invalidated or determined to be subject to a sufficient cause defense by the court's order. The Agreement shall be construed as if not containing the particular provisions, and all remaining obligations of the parties shall remain in effect and in force to the maximum extent reasonable.

38. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument and shall be deemed effective as of the date the Department signs the Agreement.

39. This Agreement shall be construed in accordance with the laws of the State of Maryland.

40. This Agreement is agreed to and its terms and conditions consented to by:

Date

D. Lee Currey, Director
Water and Science Administration

Date

Raymond M. Morriss,
Mayor and City Council of Cumberland

Approved as to form and legal sufficiency

this _____ day of _____, 2020

Julie Kuspa
Assistant Attorney General



Maryland

Department of the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

JUL 26 2018

Mr. Robert Fryer, Superintendent
John F. DiFonzo Water Reclamation Facility
57 N. Liberty Street
Cumberland, Maryland 21502

RE: Change of name of State Discharge Permit No. 13-DP-0567A, NPDES Permit MD0021598

Dear Mr. Fryer:

The Department of the Environment is forwarding modified Page 1 of the State Discharge Permit No. 13-DP-0567A, which replaces Page 1 of the existing copy of the permit. The name of the facility has been changed from City of Cumberland Wastewater Treatment Plant to John J. DiFonzo Water Reclamation Facility. This modification is effective September 1, 2018. All limitations and/or conditions not affected by the modification remain as specified in the original permit.

The terms and conditions of this permit continue and remain fully effective and enforceable. If you have any questions concerning the modification, please contact me or Mahendra Chawla of my staff at (410) -537-3363.

Sincerely,

Yen-Der Cheng, Chief
Municipal NPDES Permits Division
Enclosure

Cc: Mr. Mark Smith, U.S. Environmental Protection Agency
Mr. Brian P. Dicken, Director, Environmental Health, Allegany County Health Department
Compliance Program's Western Division Chief
Ms. Chantelle Watkins (Permit Cover page only)
Mr. Bill Lee (through electronic copy)
Mr. Matt Rowe (through electronic copy)
Mr. Dennis Rasmussen



Maryland
Department of
the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

DISCHARGE PERMIT

NPDES Discharge
Permit Number: MD0021598

State Discharge
Permit Number: 13-DP-0567B

Effective
Date: 04/01/2015

Expiration
Date: 03/31/2020

Modification
Date: 09/01/2018

Reapplication Due
Date: 07/01/2018

Pursuant to the provisions of Title 9 of the Environment Article, Annotated Code of Maryland, and regulations promulgated thereunder, and the provisions of the Clean Water Act, 33 U.S.C. Section 1251 et seq., and implementing regulations 40 CFR Parts 122, 123, 124 and 125, the Department of the Environment hereby establishes conditions and requirements pertinent to the wastewater treatment plant and collection system and authorizes:

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

TO DISCHARGE FROM: John J. DiFonzo Water Reclamation Facility

LOCATED AT: 400 E. Offutt Street
Cumberland, Allegany County, Maryland 21502

THROUGH OUTFALL: 001 (WWTP Effluent)
002, 003, 005, 007, 008, 010-012, 015, 017 and 019 (Combined Sewer System
Overflow Outfalls)

TO: the North Branch Potomac River, designated as Use IP waters, protected for water contact recreation, aquatic life and public water supply; in accordance with the following special and general conditions and a map incorporated herein and made a part hereof.



MARYLAND DEPARTMENT OF THE ENVIRONMENT
1800 Washington Boulevard • Baltimore MD 21230
410-537-3000 • 1-800-633-6101 • www.mde.maryland.gov

Larry Hogan
Governor

Ben Grumbles
Secretary

Boyd Rutherford
Lieutenant Governor

MAY 27 2015

Mr. Mick Daum, Superintendent
City of Cumberland Wastewater Treatment Plant
57 N. Liberty Road
Cumberland, Maryland 21502

**RE: Discharge Permit for the City Cumberland Wastewater Treatment Plant (WWTP)
State Discharge Permit No. 13-DP-0567, NPDES Permit MD0021598**

Dear Mr. Daum:

This letter is in response to your e-mail of May 13, 2015 and a copy of letter to Ms. Heather Nelson dated April 29, 2015, informing us that the CSO Outfalls 003A thru 003E were combined into one CSO outfall 003 as a result of the major upgrade project completed in 2004. Therefore, a footnote has been added with an asterisk to the bottom of Page 21 clarifying that the additional Pre/Post Construction Compliance Monitoring for only CSO outfalls 002, 003, 005 and 007 shall be conducted per Special Conditions II.L.8 on page 25 of the permit. Also, CSO outfalls 003A, 003B, 003C, 003D, and 003E have been removed since they do not overflow into any water bodies. Please replace page 21 of your current permit with the enclosed page 21.

If you have any questions, please contact me at 410-537-3363.

Sincerely,



Yen-Der Cheng, Chief
Municipal Surface Discharge Permits Division

Enclosures

cc: Mr. Mark Smith, U.S. Environmental Protection Agency
Mr. Brian P. Dicken, Director, Environmental Health, Allegany County Health Department
Ms. Heather Nelson, MDE
Mr. Bill Lee, MDE
Mr. Donald Currey, SSA
Mr. Dennis Rasmussen, MDE



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Lawrence J. Hogan, Jr.
Governor

Boyd K. Rutherford
Lieutenant Governor

Ben Grumbles
Acting Secretary

CERTIFIED MAIL

FEB 24 2015

Mr. Mick Daum, Superintendent
City of Cumberland Wastewater Treatment Plant
57 N. Liberty Street
Cumberland, Maryland 21502

RE: Discharge Permit for the City of Cumberland Wastewater Treatment Plant
State Discharge Permit 13-DP-0567, NPDES Permit MD0021598

Dear Mr. Daum:

Enclosed is the above discharge permit with the effective date indicated on the cover page. The permittee is responsible for complying with all permit conditions. You are therefore advised to read the permit carefully and become thoroughly familiar with the requirements in order to maintain compliance with the permit.

The annual maximum loading rate limits for Total Nitrogen, Total Phosphorus and Total Suspended Solids (TSS) are included in the permit. Attached please find a copy of blank and sample forms for your use to calculate monthly load, year-to-date cumulative load and annual maximum load for these parameters. At the end of each calendar year, the permittee will be required to fill out and submit this form along with the Discharge Monitoring Report (DMR) for the month of December. You may contact the Project Manager to obtain this form in an electronic version (EXCEL SPREADSHEET). In conjunction with the State's conversion to Watershed-based Permitting, the reapplication due date for this permit renewal will be July 1, 2018, unless the Department has granted permission for a later date.

Also enclosed are Discharge Monitoring Report Forms (EPA No. 3320-1), which must be completed for each reporting period and submitted to the Department in accordance with the requirements of the permit. Please direct all future correspondence regarding permit compliance,



unless directed otherwise by the discharge permit, to the following address:

Attention: Discharge Monitoring Reports
WMA - Compliance Program
Maryland Department of the Environment
1800 Washington Boulevard, STE 425
Baltimore, MD 21230-1708

You will also find enclosed a copy of the Code of Federal Regulations, Part 136 - "Guidelines Establishing Test Procedures for Analysis of Pollutants". The most current version of 40 CFR, Part 136 can be found online at U.S Government Printing Office (GPO) website. The link is: http://bit.ly/40CFR_Part136 (This link is case-sensitive). Unless otherwise specified, these guidelines are to be used for the analyses required by this permit.

In addition, we have also enclosed a copy of the table of the Minimum Monitoring Requirements, a copy of Department's "Toxic Pollutant Monitoring Protocol and Reporting Requirements for Toxic Chemical Testing Analytical Data (amended on 05/18/2011)" and a copy of the WWTP Effluent Toxic Chemical Monitoring Data Transmittal Cover Sheet.

If you have any questions, please contact Mahendra Chawla, Project Manager, Surface Discharge Permits Division, at (410) 537-3679.

Sincerely,



Virginia F. Kearney, Acting Director
Water Management Administration

Enclosures

cc: Mr. Mark Smith, U.S. Environmental Protection Agency
Mr. Brian P. Dicken, Director, Environmental Health, Allegany County Health Department
Mr. Dave Lyons
Ms. Cindy Harris (Permit cover page only)
Mr. Bill Lee (with a copy of Summary Report & Fact Sheet)
Mr. Donald Currey, SSA
Mr. Dennis Rasmussen





MARYLAND DEPARTMENT OF THE ENVIRONMENT

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Lawrence J. Hogan, Jr.
Governor

Boyd K. Rutherford
Lieutenant Governor

Ben Grumbles
Acting Secretary

DISCHARGE PERMIT

NPDES Discharge

Permit Number: MD0021598

State Discharge

Permit Number: 13-DP-0567

Effective

Date: 04/01/2015

Expiration

Date: 03/31/2020

Modification

Date: (Not applicable)

Reapplication Due

Date: 07/01/2018

Pursuant to the provisions of Title 9 of the Environment Article, Annotated Code of Maryland, and regulations promulgated thereunder, and the provisions of the Clean Water Act, 33 U.S.C. Section 1251 et seq., and implementing regulations 40 CFR Parts 122, 123, 124 and 125, the Department of the Environment hereby establishes conditions and requirements pertinent to the wastewater treatment plant and collection system and authorizes:

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

TO DISCHARGE FROM: City of Cumberland Wastewater Treatment Plant

LOCATED AT: 400 E. Offutt Street
Cumberland, Allegany County, Maryland 21502

THROUGH OUTFALL: 001 (WWTP Effluent)
002, 003, 005, 007, 008, 010-012, 015, 017 and 019 (Combined Sewer System Overflow Outfalls)

TO: the North Branch Potomac River, designated as Use IP waters, protected for water contact recreation, aquatic life and public water supply; in accordance with the following special and general conditions and a map incorporated herein and made a part hereof.

I. DEFINITIONS

- A. "Ambient temperature" of the effluent receiving stream means the water temperature that is not impacted by a point source discharge, and it shall be measured in areas of the stream representative of typical or average conditions of the stream segment in question.
- B. "Bypass" means the intentional diversion of pollutants from any portion of a treatment or collection facility.
- C. "BOD₅ (Biochemical Oxygen Demand)" means the amount of oxygen consumed in a standard BOD₅ test without the use of a nitrification inhibitor at 20 degree centigrade on an unfiltered sample.
- D. "Clean Water Act" means the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.
- E. "CFR" means the Code of Federal Regulations.
- F. "COMAR" means the Code of Maryland Regulations.
- G. "Department" means the Maryland Department of the Environment (MDE).
- H. Discharge Limits
 - 1. "Daily *maximum* (or *minimum*)" limitation means the *highest* (or *lowest*) allowable the daily averages in a calendar month. The daily discharge expressed as concentration (in mg/l) shall be calculated by dividing total of measurement readings by number of sample collected during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. The daily discharge expressed as loading rate (in pounds/day) is calculated by using this formula {daily average concentration (mg/l) x the same day total flow (in million gallons) x 8.34}.
 - 2. "Weekly average (*maximum* or *minimum*)" limitation means the *highest* or *lowest* allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week. Each of the following 7-day periods is defined as a calendar week: Week 1 is Days 1 - 7 of the month; Week 2 is Days 8 - 14; Week 3 is Days 15 - 21; and Week 4 is Days 22 - 28. *For weekly average maximum*, if the "daily discharge" on days 29, 30 or 31 exceeds the "weekly average" discharge limitation, MDE may elect to evaluate the last 7 days of the month as Week 4 instead of Days 22 - 28. *For weekly average minimum*, if the "daily discharge" on days 29, 30 or 31 is lower than the "weekly average" discharge limitation, MDE may elect to evaluate the last 7 days of the month as Week 4 instead of Days 22 - 28.

I. DEFINITIONS

3. "Monthly average *maximum* (or *minimum*)" limitation means the *highest* (or *lowest*) allowable monthly average concentration or waste load of a parameter over a calendar month. The monthly average is calculated as the sum of all daily discharges for a parameter sampled and/or measured in that calendar month divided by the number of days on which monitoring was performed.
4. "Minimum or maximum" limit means the lowest or highest allowable value measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling.
5. "Monthly loading rate (in pounds/month)" means the total load of a parameter calculated for that calendar month. It is calculated using this formula $\{(\text{monthly average concentration in mg/l}) \times (\text{Total monthly flow in Million Gallons}) \times 8.34\}$.
6. "Annual Maximum Loading Rate (in pounds/year)" limit means the highest allowable year-to-date cumulative load of a parameter for a calendar year. It is calculated as the sum of the individual Total Monthly Loading Rates from January through December of the current calendar year.
7. "Year-to-date Cumulative load (pounds)" value means cumulative load of a parameter through the reporting month in a calendar year. It is calculated as a sum of the individual total monthly loads from January through the reporting month in a calendar year.
8. "Monthly log mean (Monthly geometric mean)" limit means the highest allowable value calculated as the logarithmic or geometric mean of all samples taken in the calendar month. The geometric mean is the antilogarithm of the mean of the logarithms.

I. Discharge Monitoring

1. "Composite sample" means a combination of individual samples obtained at hourly or smaller intervals over a time period. Either the volume of each individual sample is proportional to discharge flow rates or the sampling interval (for constant volume samples) is proportional to the flow rates over the time period used to produce the composite.
2. "Grab sample" means an individual sample collected over a period of time not exceeding 15 minutes.
3. "Estimated flow" value means a calculated volume or discharge rate which is based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters, and batch discharge volumes.

I. DEFINITIONS

4. "Measured flow" value means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.
 5. "Recorded flow" means any method of providing a permanent, continuous record of flow including, but not limited to, circular and strip charts.
 6. "Monthly average flow" means the total flow for a calendar month divided by the number of days in the same month.
- J. "i-s (immersion stabilization)" means a calibrated device immersed in the effluent or stream, as applicable, until the temperature reading is stabilized.
- K. "NPDES (National Pollutant Discharge Elimination System)" means the national system for issuing permits as designated by the Clean Water Act.
- L. "Nondetectable Level" for total residual chlorine means a residual concentration of less than 0.10 mg/l as determined using either the DPD titrimetric or chlorimetric method or an alternative method approved by the Department.
- M. "Outfall" means the location where the effluent is discharged into the receiving waters.
- N. "Overflow" means any loss of wastewater or discharge from a sanitary sewer system, combined sewer system or wastewater treatment plant bypass (as defined in I.B) which results in the direct or potential discharge of raw, partially treated wastewater into the waters of the State.
- O. "Permittee" means an individual or organization holding the discharge permit issued by the Department.
- P. "POTW" means a publicly owned treatment works.
- Q. "Sampling Point" means the effluent sampling location in the outfall line(s) downstream from the last addition point or as otherwise specified.
- R. "Sanitary Sewer Overflow (SSO)" means a discharge of untreated or partially treated sewage from a separate sewer system before the sanitary wastewater reaches the headworks of a wastewater treatment facility, pursuant to COMAR 26.08.10.01.

I. DEFINITIONS

- S. "Significant Industrial User (SIU)" is defined as any industrial user (IU) that:
1. is subject to national categorical standards; and
 2. any other IU that:
 - a. discharges an average of 25,000 gallons per day or more of process wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater); or
 - b. contributes a process wastestream that makes up 5% or more of the average dry weather hydraulic or organic capacity of the POTW; or
 - c. is designated as such by the POTW on the basis that the IU has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement; or
 - d. is found by the POTW, the Department, or the Environmental Protection Agency (EPA) to have significant impact either individually or in combination with other contributing industries to the POTW, on the quality of the sludge, the POTW's effluent quality, or air emissions generated by the system.
- T. "TKN (Total Kjeldahl Nitrogen)" means organic nitrogen plus ammonia nitrogen.
- U. "TSS (Total Suspended Solids)" means the residue retained on the filter by an analysis done in accordance with Standard Methods or other approved methods.
- V. "Upset" means the exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

II. SPECIAL CONDITIONS

A. Effluent Limitations, Outfall 001 ^{(1) (2) (3) (4)}

The quality of the effluent discharged by the facility at a discharge point location- 001 shall be limited at all times as shown below:

		Maximum Effluent Limits					
<u>Effluent Characteristics</u>		<u>Monthly Average Loading Rate, Pounds/day</u>	<u>Weekly Average Loading Rate, Pounds/day</u>	<u>Daily Average Loading Rate, Pounds/day</u>	<u>Monthly Average Concentration, mg/l</u>	<u>Weekly Average Concentration, mg/l</u>	<u>Daily Average Concentration, mg/l</u>
BOD ₅	(5/1 to 10/31)	2,000	3,000	N/A	16	24	N/A
	(11/1 to 4/30)	3,800	5,600	N/A	30	45	N/A
TSS		3,800	5,600	N/A	30	45	N/A
Total Ammonia Nitrogen as N	(5/1 to 10/31)	590	N/A	N/A	4.7	N/A	N/A
	(11/1 to 4/30)	1,900	N/A	N/A	15.0	N/A	N/A

		Maximum Effluent Limits		
<u>Effluent Characteristics</u>		<u>Total Monthly Loading Rate, Pounds/Month</u>	<u>Annual Maximum Loading Rate, Pounds/Year</u>	<u>Monthly Average Concentration, mg/l</u>
TSS ⁽⁴⁾		REPORT	1,370,502	REPORT
Total Phosphorus-P ^{(4)(5)(6) (7)}		REPORT	13,705	REPORT
Total Nitrogen-N ^{(4)(5)(6) (7)}		REPORT	182,734	REPORT

		Effluent Limits	
<u>Effluent Characteristics</u>		<u>Maximum</u>	<u>Minimum</u>
E. Coli		126 MPN/ 100 ml monthly geometric mean value	N/A
Total Residual Chlorine ⁽⁸⁾		0.032 mg/l	N/A
pH		8.5	6.5
Dissolved Oxygen (All Year)		N/A	5.0 mg/l at anytime

II. SPECIAL CONDITIONS

A. Effluent Limitations, Continued

An annual average flow of 15.0 million gallons per day (mgd) was used in waste allocation calculations (expressed as waste loading rate limit), and this unit shall be used when reporting on the Discharge Monitoring Report (DMR), (EPA Form 3320-1, Rev. 01/06). Notification is to be provided to the Department at least 180 days before the annual average flow is expected to exceed this flow level. If a permit modification is required, the Department will initiate the public participation NPDES process.

Footnotes:

- (1) When this permit is renewed, the new limitations may not be equal to the above limitations.
- (2) There shall be no discharge of floating solids or visible foam other than trace amounts.
- (3) The permit may also be reopened in accordance with the requirements of MDE's Watershed Permitting Plan under which all discharge permits in a watershed are issued the same year.
- (4) The Lower North Branch Potomac River is on the 303(d) list for an unknown pollutant causing impairment to Fish and Benthic IBIs. The Chesapeake Bay Total Maximum Daily Load (TMDL) for Nitrogen, Phosphorus and Sediment, established by the EPA on 12/29/2010, allocated loads of 182,734 lbs/yr of total nitrogen, 13,705 lbs/yr of total phosphorus and 1,370,502 lbs/yr of total suspended solids to this facility; and the parameter limits are in conformance with this TMDL. When TMDLs for the other remaining parameter are completed, limits may be imposed, after the public participation process, to incorporate any TMDL requirements.
- (5) The permittee shall operate the ENR facility in a manner that optimizes the nutrient removal capability of the facility as stipulated in the Grant Agreement for ENR upgrade.

The first exceedance of the permit limit shall be counted and reported as daily exceedances beginning from the first exceedance, determined to the nearest day, through December 31. In addition, after any such exceedance, the permittee shall demonstrate to the Department's satisfaction that the facility is optimizing its nutrient removal capability, and neither the arrival of the next calendar year nor the issuance of a permit renewal during a period of noncompliance shall obviate continuance of any noncompliance status related to treatment optimization requirements.
- (6) At the end of each calendar year, the permittee shall comply with the *concentration-based* limitations for the Annual Maximum Loading Rate defined below or the *Tributary Strategy-based* loading rate limitation listed in above in the effluent limitations table, whichever is lower:
 - (a) **TN Limitation (lbs/year):** 4.0 mg/l x annual total flow (calendar year based in million gallons per year) x 8.34. To the extent that the permittee alleges that temperature levels of 12 degrees C or lower have diminished the treatment system's capability of complying with this *concentration-based* loading rate limitation for Total Nitrogen, the permittee shall provide notification beginning with the calendar year report under the "Upset" provision in Section III.B.6 of this permit. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

II. SPECIAL CONDITIONS

A. Effluent Limitations, Continued

- (6) (b) TP Limitation (lbs/year): $0.30 \text{ mg/l} \times \text{annual total flow (calendar year based in million gallons per year)} \times 8.34$.

The details and results of all required annual calculations shall be submitted to the Department with the Discharge Monitoring Report for December. See Special Condition II.K for further details.

The *concentration-based* loading requirements may be revised if the limits or schedule are determined to be impracticable based on actual performance and the Department re-opens the permit as a major modification (which requires public participation) to impose (an) alternate effluent limitation(s) or revised schedule.

- (7) The permittee may request that the permit be reopened and modified to include nutrient trading consistent with the most current "Maryland Policy for Nutrient Cap Management and Trading in Maryland's Chesapeake Bay Watershed" in effect at that time.
- (8) Total residual chlorine limitation of 0.032 mg/l level shall be applicable, when chlorine or any chlorine-containing compound is used in any treatment process(es), including but not limited to disinfection, that could become a potential constituent of the effluent discharged from the City of Cumberland WWTP.

II. SPECIAL CONDITIONS**B.(1). Minimum Monitoring Requirements:**

The effluent characteristics listed below shall be monitored at the sampling point (Definition I.Q). If the sampling point is other than the outfall- 001, the permittee shall ensure that the effluent samples are representative of the effluent quality being discharged at the outfall 001.

<u>Effluent Characteristics</u>	<u>Monitoring Period</u>	<u>Measurement Frequency</u>	<u>Sample Type</u>
BOD ₅ ⁽⁹⁾⁽²⁴⁾	All Year	Five days per week	24-hour composite
Total Suspended Solids ⁽⁹⁾⁽²⁴⁾	All Year	Five days per week	24-hour composite
Total Ammonia Nitrogen as N ⁽⁹⁾⁽¹⁴⁾⁽¹⁵⁾⁽¹⁶⁾⁽²⁴⁾	All Year	Five days per week	24-hour composite
Total Phosphorus as P ⁽⁹⁾⁽¹²⁾⁽¹⁷⁾⁽²⁴⁾	All Year	Five days per week	24-hour composite
Total Nitrogen as N ⁽⁹⁾⁽¹¹⁾⁽¹²⁾⁽¹⁷⁾⁽²⁴⁾	All Year	Five days per week	Calculated
(Nitrite + Nitrate) as N ⁽⁹⁾⁽¹⁰⁾⁽¹⁵⁾⁽¹⁶⁾⁽²⁴⁾	All Year	Five days per week	24-hour composite
Organic Nitrogen as N ⁽⁹⁾⁽¹⁰⁾⁽¹⁵⁾⁽¹⁶⁾⁽²⁴⁾	All Year	Five days per week	24-hour composite
Orthophosphate as P ⁽⁹⁾⁽¹⁰⁾⁽¹⁵⁾⁽²⁴⁾	All Year	Two days per month	24-hour composite
E. Coli ⁽⁹⁾⁽¹⁸⁾⁽²⁴⁾	All Year	Three days per week	Grab
Total Residual Chlorine ⁽⁹⁾⁽¹³⁾⁽¹⁴⁾	All Year	Three per day, One per shift	Grab
Dissolved Oxygen ⁽⁹⁾⁽¹⁴⁾	All Year	Three per day, One per shift	Grab
pH ⁽⁹⁾⁽¹⁴⁾	All Year	Three per day, One per shift	Grab
Flow ⁽⁹⁾⁽¹⁵⁾⁽¹⁶⁾	All Year	Continuous	Recorded ⁽¹⁶⁾
Total Monthly Flow ⁽⁹⁾⁽¹⁷⁾	All Year	Monthly	Calculated ⁽¹⁷⁾

II. SPECIAL CONDITIONS

B.(1). Minimum Monitoring Requirements, Continued:

Footnotes for the monitoring requirements, continued:

- (9) "STORET" (short for STOrage and RETrieval) is a widely-used repository for water quality data reporting and monitoring. The STORET codes for the effluent characteristics described as limitations and/or monitoring requirements are: BOD₅ (00310), Total Suspended Solids (00530), Total Ammonia Nitrogen as N (00610), Total Phosphorus as P (00665), Total Nitrogen as N (00600), (Nitrite + Nitrate) as N (00630), Organic Nitrogen as N (00605), Orthophosphate as P (04175), E. Coli (51040), Total Residual Chlorine (50060), Dissolved Oxygen (00300), pH (00400), Flow (50050), and Total monthly flow (82220).
- (10) This parameter (without effluent limitations) must be monitored, and it shall be reported on the Monthly Operating Report (MOR) as individual results and on the Discharge Monitoring Report (DMR) (EPA Form 3320-1) as monthly average concentrations.
- (11) Total nitrogen as N (in mg/l) is a calculated parameter as the sum of individual results for total ammonia nitrogen as N, organic nitrogen as N and (nitrite + nitrate) as N. All the nitrogen species must be sampled on the same day.
- (12) The permittee shall also calculate and report on the DMR the TN and TP total monthly loads (Definition I.H.5) plus year-to-date cumulative loads (Definition I.H.6) for the calendar year in question for the outfall- 001.
- For each calendar year beginning January 1n 2015, the year-to-date cumulative loads of TN and TP for the month of December shall represent the total annual loads, and they must be incorporated toward complying with the respective annual maximum load limits. Refer to Special Condition II.K for "Reporting TN and TP total annual loads for compliance to the Concentration-based maximum annual lading rate limits".
- (13) The minimum detection level (quantification level) for total residual chlorine is 0.10 mg/l. The permittee may report all results below the minimum level as <0.10 mg/l. All results reported below the minimum level shall be considered in compliance.
- (14) The monitoring of parameters (total residual chlorine, pH and dissolved oxygen) by three per day-grab samplings shall be distributed on a daily basis during the entire staffed period in accordance with the representative sampling requirements as stated in General Condition III.A.1.
- (15) Flows shall be reported in millions gallons per day (mgd) to at least the nearest 10,000 gallons per day. (Example: A flow of 1,524,699 gallons per day shall be reported as 1.53 mgd.). For each calendar month, flows shall be reported on the MOR as daily individual results and on the DMR as monthly average (mgd) and daily maximum (mgd)).
- (16) Continuous electronic flow measurement and recording which can produce a permanent record are acceptable to the Department.
- (17) "Total monthly flow" is a calculated parameter equal to sum of the daily flow results in a calendar month. It shall be reported on the monthly DMR as Total monthly flow in millions gallons (MG) to at least the nearest 10,000 gallons. (Example: A flow of 1,524,699 gallons shall be reported as 1.53 MG).

II. SPECIAL CONDITIONS

B.(2) Report Submittal Requirements

Report Description	Reporting Frequency	Report Submittal Deadline
Effluent Biomonitoring Study Plan and Toxic Chemical Testing Plan ⁽¹⁸⁾⁽¹⁹⁾	See footnote - 19	See footnote - 19
Effluent Biomonitoring Study Report ⁽¹⁸⁾⁽²⁰⁾	See footnote- 20	See footnote- 20
Effluent Toxic Chemical Testing Report ⁽¹⁸⁾⁽²¹⁾	See footnote - 21	See footnote- 21
Wastewater Capacity Management Plan (WCMP) ⁽¹⁸⁾⁽²²⁾	See footnote - 22	See footnote- 22
Flow Capacity Report (FCR) ⁽¹⁸⁾⁽²³⁾	See footnote - 23	See footnote- 23
Long Term Control Plan Progress Report ⁽¹⁸⁾⁽²⁴⁾	See footnote - 24	See footnote -24

⁽¹⁸⁾ If the permittee has selected a third party for submitting reports to the Department, the permittee must provide to the third party with a document of authorization for report submission which is required with the report.

⁽¹⁹⁾ Within three months from the effective date of this permit, the permittee shall submit the Study Plans for effluent biomonitoring as well as toxic chemical testing and obtain approval from the Department.

⁽²⁰⁾ After MDE's approval of the Effluent Biomonitoring Study Plan, the permittee shall perform the effluent biomonitoring study and submit the results in a comprehensive report to the Department as per requirements of the Special Condition II.D. The reporting frequency of this report shall be once per year for four years beginning with the effective date of this permit. The report shall be submitted to the Department along with the DMR for the month during which the test was completed, and it shall be postmarked by the 28th of the month following the test completion month. (Example: If the test is completed in March, the comprehensive report shall be submitted with the March DMR postmarked by 28th April).

⁽²¹⁾ After MDE's approval of the Effluent Toxic Chemical Testing Plan, the permittee shall perform the effluent toxic chemical testing and submit the results in a comprehensive report to the Department as per requirements of the Special Condition II.F. The reporting frequency of this report shall be once per year for three years beginning effective date of this permit. The report shall be submitted to the Department along with DMR for the month during which the test was completed, and it shall be postmarked by the 28th of the month following the test completion month. (Example: If the test is completed in March, the comprehensive report shall be submitted with the March DMR postmarked by 28th April).

⁽²²⁾ Even though the City's 3 year average flow to the WWTP is below 75% of the WWTP's capacity, a WCMP is required. Unless the permittee has previously submitted the WCMP to the Department; the permittee shall submit the WCMP one time within 90 (Ninety) days of the effective date of this permit.

⁽²³⁾ The permittee shall submit the FCR to the Department as per the Special Condition II.C. This report shall be submitted once per year along with the DMR for the month of December.

⁽²⁴⁾ The permittee shall submit the Long Term Control Plant (LTCP) progress reports in accordance with Special Conditions II. L.5 and L.11.

II. SPECIAL CONDITIONS

C. Wastewater Capacity Management

The permittee shall report the total cumulative flow for the each calendar year for the above referenced facility. The total cumulative flow should be reported in million gallons for the entire calendar year to the nearest ten thousand gallons. The annual total cumulative flow determination shall be provided to the Department by January 28 of the following year to the address below:

Attention: Calendar Year Total Cumulative Flow
WMA -- Wastewater Discharge Permits Program
Maryland Department of the Environment
1800 Washington Boulevard, STE-455
Baltimore, MD 21230-1708

A Wastewater Capacity Management Plan (WCMP) must be submitted, unless it has already been submitted, within 90 days of the issuance date of this discharge permit and subsequently by January 28 of each calendar year. Even though the City's 3 year average flow to the WWTP is below 75% of the WWTP's capacity, a WCMP is required because the WWTP is treating wastewater from a combined sewer system. The Department has published a "Wastewater Capacity Management Plans" guidance document, which can be found on the Department's web site as indicated below): <http://bitly.com/CMPGuidance> (This link is case-sensitive)

In addition, the permittee shall submit a "Flow Capacity Report (FCR)" and "worksheet for FCR" for the previous calendar year to the Department by January 28th of each year along with the December month DMR. If the permittee has not previously submitted the WCMP or the annual FCR, the first FCR shall be submitted within 90 days from the effective date of this permit. (The Department has published a "Wastewater Capacity Management Plans" guidance document, which can be found on the Department's web site as indicated below): <http://bitly.com/CMPGuidance> (This link is case-sensitive).

D. Biomonitoring Program

1. Within three months of the effective date of the permit, the permittee shall submit to the Department for approval a study plan to evaluate wastewater toxicity at Outfall 001 by using biomonitoring. The study plan should include a discussion of:
 - a. wastewater and production variability

II. SPECIAL CONDITIONS

D. Biomonitoring Program, continued

- b. sampling & sample handling
 - c. source & age of test organisms
 - d. source of dilution water
 - e. testing procedures/experimental design
 - f. data analysis
 - g. quality assurance/quality control
 - h. report preparation
 - i. testing schedule
2. The testing program shall consist of four quarters of definitive annual chronic testing. The testing events shall be conducted annually during January or February of each of the first four years after approval of the study plan. This testing shall be initiated no later than the January or February following the Department's acceptance of the study plan.

Each annual testing event shall include the Ceriodaphnia survival and reproduction test and the fathead minnow larval survival and growth test.)
3. The samples used for biomonitoring shall be collected at the same time and location as the samples analyzed for the effluent limitations and monitoring requirements for this outfall. For chlorinated effluents, samples shall be collected after dechlorination. The permittee shall collect 24-hour flow-proportioned composite samples unless the Department has given prior approval of an alternative sampling type.
4. The following EPA document discusses the appropriate methods:

Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms Fourth Edition, EPA-821-R-02-013, October, 2002
5. Test results shall be submitted to the Department within one month of completion of each set of tests.
6. Test results shall be reported in accordance with MDE/WMA "Reporting Requirements for Effluent Biomonitoring Data," 3/21/03.

II. SPECIAL CONDITIONS

D. Biomonitoring Program, continued

7. As a minimum, the reported chronic results shall be expressed as NOEC, LOEC, ChV, and IC₂₅.
8. If a 50% mortality or greater occurs in one or more effluent concentrations during the first 48 hours of the chronic tests, 48-hour LC₅₀s shall be calculated and reported along with the chronic results
9. If testing is not performed in accordance with MDE-approved study plan, additional testing may be required by the Department.
10. If the test results of any two consecutive valid toxicity tests show acute or chronic toxicity (LC₅₀ equal to or less than 100% for acute tests and an IC₂₅ equal to or less than the in-stream waste concentration for chronic tests), the permittee shall repeat the test within 30 days to confirm the findings of acute or chronic toxicity. Intermittent toxicity or other concerns may require additional testing or limits. If acute and/or chronic toxicity is confirmed, the permittee shall:
 - a. Eliminate the source of toxicity through operational changes as soon as possible but in any case not longer than within three months, or
 - b. Perform a TRE. If the permittee repeats the toxicity testing as stated above and the results of the repeat test do not confirm the acute or chronic toxicity, the Department will require the permittee to repeat the toxicity testing as stated above to reconfirm a finding of no acute or chronic toxicity. After reconfirmation, the permittee shall complete any remaining quarterly testing required.
11. If the permittee completes a TRE in accordance with II.D.10.b and unacceptable toxicity is confirmed, a Whole Effluent Toxicity (WET) permit limit and a compliance schedule will be required which shall become discharge permit conditions through a Department initiated permit modification or through a permit renewal.
12. When a WET test result shows reasonable potential for toxicity, unless it can be demonstrated that the source of toxicity has been eliminated, inappropriate test procedures were utilized, or the source has been controlled via a chemical specific permit limitation, WET limits shall be required. These limits may be implemented by reopening the current permit or in a permit renewal. Where reasonable potential has been assumed based on one test result, the permit shall include a WET limit effective within three years unless the effluent shows no toxicity in six follow-up quarterly tests. The permit may be modified to remove the WET limit if the six follow-up quarterly tests show no toxicity.

II. SPECIAL CONDITIONS

D. Biomonitoring Program, continued

13. If plant processes or operations change so that there is a significant change in the nature of the wastewater, the Department may require the permittee to conduct a new set of tests.
14. If a significant industrial user locates within the service area so that significant change in the nature of the wastewater might be anticipated, MDE may require the permittee to conduct a new set of tests.
15. Submit all Biomonitoring related materials to:

Maryland Department of the Environment
Water Management Administration
Compliance Program
1800 Washington Blvd., Suite 420
Baltimore, MD 21230-1708 |

E. Toxicity Reduction Evaluation

The permittee shall conduct a Toxicity Reduction Evaluation (TRE) when a review of toxicity test data by the Department indicates unacceptable acute or chronic effluent toxicity. A TRE is an investigation conducted to identify the causative agents of effluent toxicity, isolate the source(s), determine the effectiveness of control options, implement the necessary control measures and then confirm the reduction in toxicity.

1. Within 90 days of notification by the Department that a TRE is required, the permittee shall submit for approval by the Department a plan of study, schedule and completion date for conducting a TRE. The permittee shall conduct the TRE study consistent with the submitted plan and schedule.
2. This plan should follow the framework presented in Toxicity Reduction Evaluation Guidance for Municipal Wastewater Treatment Plants (EPA/833B-99/002) August 1999.

Additional Guidance documents on the TRE process are shown below:

Methods for Aquatic Toxicity Identification Evaluations Phase I Toxicity Characterization Procedures Second Edition United States Environmental Protection Agency Office of Research and Development Washington, DC 20460 EPA/600/6-91/003 February 1991

Methods for Aquatic Toxicity Identification Evaluations Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity, United States Environmental Protection Agency Office of Research and Development EPA/600/R-92/080 September 1993 Washington DC 20460

II. SPECIAL CONDITIONS

E. Toxicity Reduction Evaluation, continued

Methods for Aquatic Toxicity Identification Evaluations Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity, United States Environmental Protection Agency Office of Research and Development Washington DC 20460 EPA /600/R-92/08 1 September 1993

Clarifications Regarding Toxicity Reduction and Identification Evaluations in the National Pollutant Discharge Elimination System Program, March 27, 2001, U.S. Environmental Protection Agency, Office of Wastewater Management , Office of Regulatory Enforcement, Washington, DC 20460

3. Beginning 60 days from the date of the Department's acceptance of the TRE study plan and every 60 days thereafter, the permittee shall submit progress reports including all relevant test data to the Department. This shall continue until completion of the toxicity reduction confirmation.
4. Within 60 days of completion of the toxicity identification or the source identification phase of the TRE, the permittee shall submit to the Department a plan, schedule and completion date for implementing those measures necessary to eliminate acute toxicity, an LC_{50} greater than 100%, and/or eliminate chronic toxicity, an IC_{25} greater than the in-stream waste concentration (IWC). The implementation of these measures shall begin immediately upon submission of this plan.
5. Within 60 days of completing the implementation of the control measures to eliminate or reduce toxicity, the permittee shall submit to the Department for approval a study plan to confirm the elimination or reduction of toxicity by using biomonitoring.
6. If, for any reason, the implemented measures do not result in compliance with the Department's toxicity limitations, the permittee shall continue the TRE and a Whole Effluent Toxicity (WET) permit limit and a compliance schedule will be required.
7. Submit all TRE-related materials to:

Maryland Department of the Environment
Water Management Administration
Compliance Program
1800 Washington Blvd., Suite 420
Baltimore, MD 21230-1708

II. SPECIAL CONDITIONS

F. Toxic Chemical Testing

1. Concurrent with the biomonitoring study plan, the permittee shall submit to the Department for approval, a study plan to perform three sets of analytical testing for toxic chemicals.
2. The toxic chemical testing study plan shall include a description of:
 - a. sampling methods;
 - b. analytical methods;
 - c. practical detection levels; and
 - d. quality control procedures.
3. Concurrently with the first three biomonitoring toxicity tests, the permittee shall perform analytical testing for the toxic chemicals identified in the Department's "Toxic Pollutant Monitoring Protocol and Reporting Requirements for Toxic Chemical Testing Analytical Data" (05/18/2011).
4. Toxic chemical testing shall be performed in accordance with 40 CFR Part 136 and the Department-approved toxic chemical testing plan. Grab samples must be used for cyanide, phenols, and volatile organic compounds. All other pollutants shall be collected using 24-hour flow-proportioned composite samples unless the Department has given prior approval of an alternative sampling type.
5. Substances other than those identified in Section 3 above may be detected in the effluent. If so, the permittee shall identify and quantify the ten present in highest concentration for those compounds for which standards are available.
6. Results of each toxic chemical test performed as per Sections II.F.3 and II.F.4 shall be submitted to the Department with results of the concurrent biomonitoring toxicity test.
7. Toxic chemical testing results shall be reported in accordance with the Department's "Toxic Pollutant Monitoring Protocol and Reporting Requirements for Toxic Chemical Testing Analytical Data" (05/18/2011).

II. SPECIAL CONDITIONS

F. Toxic Chemical Testing, continued

8. If testing is not performed in accordance with the Department's approved study plan, additional testing may be required by the Department.
9. Submit all toxic chemical testing related materials to:

Attention: Toxic Chemical Data
Maryland Department of the Environment
Water Management Administration
Compliance Program
Montgomery Park Business Center
1800 Washington Boulevard, STE 420
Baltimore, MD. 21230-1708

G. Pretreatment Program

The permittee shall operate and maintain the pretreatment program in accordance with COMAR 26.08.08, the General Pretreatment Regulations for Existing and New Sources of Pollution (40 CFR Part 403) and the approved pretreatment program submission as approved on September 3, 1987 by the Department. The program must be updated if needed to comply with COMAR 26.08.08 or 40 CFR Part 403 or modifications to the State of Maryland Publicly Owned Treatment Works (POTW) Pretreatment Delegation Agreement signed on January 12, 1988 and as amended on July 19, 2001. The terms of the POTW Pretreatment Delegation Agreement are expressly incorporated herein as if set forth in full.

H. Protection Of Water Quality

It is a violation of this permit to discharge any substance not otherwise listed under the permit's "Effluent Limitations and Monitoring Requirements" special conditions at a level which would cause or contribute to any exceedance of the numerical water quality standards in COMAR 26.08.02.03 unless the level and the substance were disclosed in writing in the permit application prior to the issuance of the permit. If a discharge regulated by this permit causes or contributes to an exceedance of the water quality standards in COMAR 26.08.02.03, including but not limited to the general water quality standards, or if the discharge includes a pollutant that was not disclosed or addressed in the public record for the permit determination, the Department is authorized to modify, suspend or revoke this permit or take enforcement action to address unlawful discharges of pollutants.

II. SPECIAL CONDITIONS

I. Reapplication for a Permit

No later than 07/01/2018, the permittee shall submit a new application for a permit or notify the Department of the intent to cease discharging by the expiration date. In the event that a timely and complete reapplication has been submitted and the Department is unable, through no fault of the permittee, to issue a new permit before the expiration date of this permit, the terms and conditions of this permit continue and remain fully effective and enforceable. The renewal application is required by that date in accordance with the requirements of MDE's Watershed Permitting Plan under which all discharge permits in a watershed should be issued in the same year.

J. Wastewater Discharges to Groundwater

This permit does not authorize the permittee to discharge any type or quantity of the wastewater to the groundwater of the State. The permittee must make every effort to prevent any type of leakage or discharges to the groundwater system from the wastewater treatment lagoon(s) and/or other conveyance system.

K. Reporting Nutrient Total Annual Loads to Comply with Concentration-based Annual Loading Rate Limits

The Department has assigned a Discharge Number 001 to report the concentration-based (also known as Floating Cap) annual loading requirements for TN and TP on the December Month DMR. The Department will generate the pre-printed DMR forms by incorporating the above stated discharge number. For each calendar year, the permittee shall calculate the annual concentration-based loads for TN and TP as per the footnote-6 of the Special Condition II.A, and report these loadings along with the total annual cumulative flow on the December month DMR forms. If the Cumberland WWTP discharges effluent at more than a single outfall, the total annual loads for TN, TP and total annual discharge flow shall be reported as a sum of the individual results from each outfall.

II. SPECIAL CONDITIONS

L. COMBINED SEWER OVERFLOWS (CSOs) REQUIREMENTS

1. Background

- a. Tributary System Cross Reference - The City of Cumberland owns and operates a Wastewater Treatment Plant and collection system that serves the City and the surrounding areas. Collection systems that are tributary to the Cumberland collection system are:
 1. The Frostburg Combined Sewer System
 2. The Allegany County Department of Public Works Sewer System
 3. The Town of Lavale Sewer System
 4. The Town of Ridgely W. Virginia Sewer System.
 5. The Town of Wiley Ford, W. Virginia Sewer System
 6. The Town of Carpendale, W. Virginia Sewer System
- b. Combined Sewers - A portion of the Cumberland wastewater collection system is a combined sewer that is designed to discharge during wet weather or snow melt events when hydraulic flows exceed the system conveyance and/or treatment capacity. Under the April 1994 EPA Combined Sewer Overflow Control policy and provisions of the Section 402(q) of the Clean Water Act, discharges from combined sewers are subject to NPDES permit requirements.
- c. Combined Sewer Overflows (CSOs) - These discharges are point sources of pollution subject to NPDES permit requirements of the Clean Water Act. EPA has developed technology-based controls for CSOs, which include best management practices (BMPs) and/or non-capital intensive measures to minimize combined sewer overflows and water quality impacts. Additional control measures like implementation of the approved Long Term Control Plan (LTCP) may also be required to maintain water quality standards.
- d. Separate Sanitary Overflows (SSOs) - These discharges are not authorized under this permit.

2. Authorization to Discharge

The permittee is authorized to discharge from the CSO outfalls listed below only when flows in the Combined Sewer System (CSS) exceed the hydraulic conveyance and/or treatment capacities during periods of wet weather or snow melt. Point sources 002, 003, 005, 007, 008, 010 thru 012, 015, 017 and 019 serve as CSO emergency relieves. Dry weather overflows are prohibited. The permittee shall ensure that all CSOs from the CSS comply with the requirements of Section II.L and other pertinent portions of the permit.

II. SPECIAL CONDITIONS**L. COMBINED SEWER OVERFLOWS (CSOs) REQUIREMENTS, continued****2. Authorization to Discharge**

Any additional outfalls discovered shall be reported to the Department.

<u>Overflow Number</u>	<u>Outfall Location</u>	<u>Size of Outfall</u>	<u>Receiving Water Body</u>
002*	Wastewater Treatment Plant	60 in	Potomac River
003*	Mill Race Pumping Station	4ft x 6ft	Potomac River
005*	Elizabeth Street.	30 in.	Potomac River
007*	Oldtown Road.	5ft x 5ft	Potomac River
008	Bedford Street	6ft x 6ft	Wills Creek
010	N. Mechanic Street	30 in.	Wills Creek
011	Franklin Street	4.5ft x 4.5ft	Wills Creek
012	Valley Street Diversion M.H.	24 in.	Wills Creek
015	Avirett Avenue	30 in.	Potomac River
017	Evitts Creek Pumping Station	24 in.	Evitts Creek
019	Walnut Place Regulator	6.5 ft x 7.0 ft	Potomac River

3. Identification of Combined Sewer Overflows

If the permittee becomes aware of any additional CSO discharge points other than those listed above, the permittee shall notify the Department within 30 days after becoming aware of the additional CSOs. New CSOs may not be deliberately created.

The notification shall include:

- a. Location of the CSO discharge point including latitude and longitude and street(s) location of sewer plot plan.
- b. A description of the outfall structure and, if applicable, a description of the regulator mechanism.

* Additional Pre/Post-Construction Compliance Monitoring for these CSO Outfalls shall be conducted per Special Conditions II.L.8. on page 25 of the permit.

II. SPECIAL CONDITIONS

L. COMBINED SEWER OVERFLOWS (CSOs) REQUIREMENTS, continued

- c. Receiving water including the location of downstream drinking water intakes, or recreation areas, or shellfish harvesting waters.
- 4. Technology-Based Requirements for CSOs (Continue implementation and documentation of the approved Nine Minimum Controls)

The permittee shall continue to implement the following technology-based controls. The permittee is referred to the EPA Document "Combined Sewer Overflows, Guidance for Nine Minimum Controls (NMCs)", EPA 832-B-95-003, May 1995, for a more detailed explanation of the documentation on the implementation of the NMCs.

- a. Implement proper operation and maintenance programs for the combined sewer system and all CSO outfalls.
- b. Implement procedures that will maximize use of the collection system for wastewater storage without causing backup or surcharge problems.
- c. Minimize the impact of nondomestic discharges from CSOs.
- d. Maximize the use of the Cumberland Wastewater Treatment Plant for the treatment of wastewater without causing that facility to experience discharge permit violations.
- e. Dry weather overflows from CSO outfalls are prohibited. Report all dry weather overflows to the Department as soon as the permittee becomes aware of the overflow. When the permittee detects a dry weather overflow, corrective action should be taken immediately. The permittee shall inspect the dry weather overflow each subsequent day until the overflow has been eliminated.
- f. Control solids and floatable materials from the CSOs.
- g. Implement a pollution prevention program focused on reducing the impact of CSOs on receiving waters.
- h. Implement a public notification process to inform citizens of when and where CSOs occur.

II. SPECIAL CONDITIONS

L. COMBINED SEWER OVERFLOWS (CSOs) REQUIREMENTS, continued

- i. Monitor CSO outfalls to characterize CSO impacts and the efficacy of CSO controls (NMCs). This information will be used to establish the existing baseline conditions, evaluate the efficacy of the CSO technology-based controls, and determine the baseline conditions upon which the long-term control plan (LTCP) will be based.

These data shall include:

1. The drainage area for the CSS and population served.
2. CSO outfall locations and a record of overflow occurrences (i.e. total number, volume, frequency, and duration). Monitoring for duration and volume shall occur in the CSOs during each overflow event.
3. Existing and any additional information about the receiving water (e.g. existing water quality data below the outfall)
4. Existing and any additional information on water quality impacts associated with CSOs, such as observations or reports of floatables, stream discoloration, fish kills, etc.

The City of Cumberland shall conduct a yearly Nine Minimum Control study to evaluate adequacy of operations in effect at the Cumberland Wastewater Treatment Plant. In particular, the study should evaluate the City of Cumberland's efforts to implement the NMCs and whether such efforts have resulted protecting public health and the surrounding aquatic environment.

5. Long-term CSO Control Plan (LTCP) and Schedule of Compliance

The permittee is referred to the April 1994 EPA Combined Sewer Overflow Control policy, and the Long Term Control Plan (LTCP) for the Cumberland Combined Sewer System, which was approved by the Maryland Department of the Environment (MDE) on December 4, 2006. The permittee shall implement the LTCP in accordance with the schedule it contains, as well as, the Consent Decree and Judgment signed on December 13, 2001.

The following reports shall be developed and submitted to the Department:

In accordance with the timeframe established by the Consent Decree and Judgment (Consolidated Case Number 01-C-00-18342) signed in the Circuit Court of Allegany County on December 13, 2001, between MDE and the Mayor and City Council of Cumberland et.al, Cumberland shall complete implementation of the approved LTCP in accordance with the approved schedule.

II. SPECIAL CONDITIONS

L. COMBINED SEWER OVERFLOWS (CSOs) REQUIREMENTS, continued

6.a Public Participation

The permittee shall follow the Public Participation plan submitted with the approved LTCP.

b. Implementation of Selected CSO Controls

The permittee shall ensure that the elimination/reduction in number of overflows of the CSS is achieved by October 1, 2023 in accordance with the Consent Decree and Judgment signed on December 13, 2001 and the schedule in the approved LTCP.

7. Effluent Limits

Water Quality-Based Requirements for CSOs

The LTCP developed by the permittee shall provide for the attainment of water quality standards and compliance with the Clean Water Act requirements. Any discharges that remain after implementation of the CSO controls must not interfere with the attainment of Water Quality Standards.

The permittee shall eliminate all the combined sewer overflow outfalls listed under Special Conditions II. L.2. of this permit by October 1, 2023, in accordance with the schedule in the approved Long term Control Plan (LTCP).

While the permittee continues to eliminate/reduce the overflows according to the approved LTCP, any combined sewage reaching the headworks of the WWTP beyond outfall 002, shall receive a minimum of the following treatment:

Primary Clarification or equivalent
Solids and floatables disposal
Disinfection

II. SPECIAL CONDITIONS

L. COMBINED SEWER OVERFLOWS (CSOs) REQUIREMENTS, continued

8. Pre/Post-Construction Compliance Monitoring Program.

The permittee shall monitor outfalls 002, 003, 005, and 007 for the following parameters to characterize the overflow. The monitoring shall take place every quarter, for a period of one year from the effective date of this permit.

<u>Parameter</u>	<u>Measurement Frequency</u>	<u>Sample Type</u>
Ammonia-N	1/Quarter	Composite
BOD5	1/Quarter	Composite
Total Suspended Solids	1/Quarter	Composite
Total Phosphorus	1/Quarter	Composite
Total Nitrogen	1/Quarter	Composite
E.Coli	1/Quarter	Grab

If the data shows that these discharges could cause adverse impact on the receiving streams, yearly monitoring of the outfalls shall be continued and samples also shall be collected from the receiving streams upstream and downstream of the outfalls to characterize the impact of the CSO discharges.

9. Overflows to Sensitive Areas

The permittee shall complete rehabilitation of the existing sewer line and installation of additional manhole access to the lines under the CSX Tracks in accordance with the Consent Agreement.

10. Re-opener Clause

This permit may be modified or revoked and reissued, as provided pursuant to 40 CFR 122.62 and 124.5, for the following reasons:

To include new or revised conditions developed to comply with any State or Federal law or regulation that addresses CSOs that is adopted or promulgated subsequent to the effective date of this permit.

To include new or revised conditions if new information, not available at the time of permit issuance, indicates that CSO controls imposed under the permit have failed to ensure that attainment of State WQSs.

To include new or revised conditions based on new information resulting from implementation of the long-term control plan.

In addition, this permit may be modified or revoked and reissued for any reason specified in 40 CFR 122.62

II. SPECIAL CONDITIONS

I. COMBINED SEWER OVERFLOWS (CSOs) REQUIREMENTS, continued

11. Reporting Requirements

All dry weather CSO discharges are prohibited, however, if in the event that they should occur, the following requirements must be met:

- a. Telephone Reporting: - All dry weather and wet weather CSO discharges shall be verbally reported in accordance with Section III.C. of the permit
- b. Written Reports: - All dry weather and wet weather CSO discharges shall be reported within five working days.

The permittee shall continue to submit monthly reports by 28th day of each month. The monthly report must include dates, times, identify CSO points, give the frequency, duration, volume of each CSO discharge event, the rainfall amount, and a description of the discharge. These items are part of the Nine Minimum Controls (NMCs) required in Section II.L.4 and should have been implemented by July 1, 1997. The monthly report must also include the status of implementation and information about each of the NMCs and the approved LTCP as they are implemented and as required in Section II.L.5.

After the NMCs are implemented, the monthly reports shall provide information showing how the applicable controls are continuing to be provided. The documentation should demonstrate implementation of each of the NMCs that includes the elements contained in Sections II.L.4 of the permit. The permittee is referred to the EPA Document "Combined Sewer Overflows, Guidance for Nine Minimum Controls", EPA 832-B-95-003, May 1995, for a description of information that can be used and submitted to demonstrate implementation of the nine minimum controls.

The permittee shall submit all written reports to:

ATTENTION: CSO Reports
WMA - Compliance Program
Maryland Department of the Environment
1800 Washington Boulevard, STE-420
Baltimore, MD 21230-1708

II. SPECIAL CONDITIONS

L. COMBINED SEWER OVERFLOWS (CSOs) REQUIREMENTS, continued

12. Schedule and Interim Deliverables

The following reports shall be developed and submitted to the Department by the dates specified in the Compliance Schedule included in the Consent Decree and Judgment signed by the Mayor of Cumberland on December 13, 2001 and according to the approved LTCP.

- a. The permittee shall complete rehabilitation of the existing sewer line and installation of additional manhole access to the lines under the CSX Tracks in accordance with the Consent Agreement, minimize overflows from CSO outfall # 012, and complete construction of overflow storage tank according to the schedule in the approved LTCP.
- b. Documentation of Implementation of the approved Nine Minimum Controls, as required in Section II.L.4 of this permit and by the Consent Decree and Judgment signed by the Mayor of Cumberland on December 13, 2001 and any new agreements signed thereafter.
- c. Documentation of Implementation of Long Term Control Plan as approved by the Department and any new agreements signed thereafter.
- d. Fulfill all Obligations Pending Completion and Implementation of approved LTCP as required by the Consent Decree and Judgment signed by the Mayor of Cumberland on December 13, 2001 and any new agreements signed thereafter.
- e. Submit Progress Reports as required in Section II.L11 of this permit and by the Consent Decree and Judgment signed by the Mayor of Cumberland on December 13, 2001 and approved LTCP and any new agreements signed thereafter.

III. GENERAL CONDITIONS

A. Monitoring and Reporting

1. Representative Sampling

Samples and measurements shall be taken at times that are representative of the quantity and quality of the discharge, and at evenly spaced intervals.

2. Monthly Monitoring Results

a. Discharge Monitoring Reports

Monitoring results obtained each month shall be summarized on a Discharge Monitoring Report (DMR) form (EPA No. 3320-1). The permittee shall enter DMRs into NetDMR Data Base and if have problem entering data into NetDMR, continue mailing DMRs for entry by MDE into EPA's ICIS data base. The permittee shall submit the DMRs to the Department postmarked no later than the 28th of the month following the reporting month. A signed original plus a copy of these reports shall be submitted to:

Attention: Discharge Monitoring Reports
WMA - Compliance Program
Maryland Department of the Environment
1800 Washington Boulevard, STE-425
Baltimore, MD 21230-1708

A signed copy of these reports shall also be sent to:

U.S. Environmental Protection Agency, Region III
NPDES Enforcement Branch (3WP42)
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

b. Monthly Operating Reports

The permittee shall submit monthly operating reports on a form acceptable to the Compliance Program. A signed original plus a copy of these reports shall be submitted to the Compliance Program postmarked no later than the 28th day of the month following the reporting month. The permittee shall enter DMRs into NetDMR Data Base and if have problem entering data into NetDMR, continue mailing DMRs for entry by MDE into EPA's ICIS data base.

III. GENERAL CONDITIONS

A. Monitoring and Reporting, continued

c. Toxic Chemical Reporting

Any data collected according to the Department's "Toxic Pollutant Monitoring Protocol and Reporting Requirements for Toxic Chemical Testing Analytical Data" (05/18/2011) being submitted to the Department, either in fulfillment of Special Conditions II.B or pursuant to the toxic chemical testing requirement, pretreatment requirements or toxic metals or organic data collected on a voluntary basis, must be accompanied by laboratory data reports. At a minimum, these reports shall include, the name of the facility, the date(s) of sampling, beginning and ending sample time, place of sampling collection, the sample type (grab, composite, etc.), the sample description (influent or effluent), the preservation method, the analytical method used for each parameter, the analytical method detection limit, the date of analysis, the name of person performing the analysis, the analytical result, and the name and address of the laboratory performing the analyses. Chain-of-custody forms shall also be submitted. This information, along with the supporting documentation, shall be submitted to:

Attention: Toxic Chemical Data
WMA – Compliance Program
Maryland Department of the Environment
1800 Washington Boulevard, STE 420
Baltimore, Maryland 21230-1708

3. Sampling and Analysis Methods

Analytical and sampling methods shall conform to test procedures for the analysis of pollutants as identified in 40 CFR Part 136 - "Guidelines Establishing Test Procedures for the Analysis of Pollutants."

4. Analytical Laboratory

Within 30 days after the effective date of this permit, the permittee shall submit to the Department the name and address of the analytical laboratory (including the permittee's own laboratory) which is used to perform the monitoring required by this permit. If the laboratory changes during the effective period of this permit, the permittee shall notify the Department of the new laboratory within 30 days after the change.

III. GENERAL CONDITIONS

A. Monitoring and Reporting, continued

5. Monitoring Equipment Maintenance

- a. The permittee shall calibrate and maintain all monitoring and analytical instrumentation to ensure accuracy of measurements.
- b. Environment Article, Section 9-343 provides that any person who falsifies, tampers with, or knowingly renders inaccurate, any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than six months per violation, or by both.

6. Recording of Results

For each measurement or sample taken pursuant to the requirements of the permit, the permittee shall record the following information:

- a. the date, exact place and time of sampling or measurement;
- b. the person(s) who performed the sampling or measurement;
- c. the dates analyses were performed;
- d. the person(s) who performed each analysis;
- e. the analytical techniques or methods used; and
- f. the results of such analyses.

7. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified above, the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report form (EPA No. 3320-1). The increased frequency shall also be reported. The results of any other monitoring performed by the permittee shall be made available to the Department upon request.

8. Record Retention

All data used to complete the permit application and all records and information resulting from the monitoring activities required by this permit, including all records of sampling and analyses performed, calibration and maintenance of instrumentation, and recordings from continuous monitoring instruments, shall be retained for a minimum of three years. This period shall be extended automatically during the course of litigation or when requested by the Department.

III. GENERAL CONDITIONS

B. General Requirements

1. Permit Noncompliance - Notification Requirements

All discharges authorized herein shall be consistent with the terms and conditions of this permit. If, for any reason, the permittee does not comply with or will be unable to comply with any permit condition, the permittee shall, within 24 hours, notify the Department by telephone at (410) 537-3510 during work hours or at (866) 633-4686 during evenings, weekends, and holidays. The permittee shall provide the Department with the following information in writing within five days of such oral notification.

- a. a description of the noncomplying discharge including the name of the stream and the impact upon the receiving waters;
- b. cause of noncompliance;
- c. the duration of the period of noncompliance and the anticipated time the condition of noncompliance is expected to continue;
- d. steps taken by the permittee to reduce and eliminate the noncomplying discharge;
- e. steps to be taken by the permittee to prevent recurrence of the condition of noncompliance;
- f. a description of the accelerated or additional monitoring to determine the nature and impact of the noncomplying discharge; and
- g. the results of the monitoring described in f. above.

2. Change in Discharge

The permittee shall report any anticipated facility expansions, production increases, or process modifications which will result in new, different or an increased discharge of pollutants by submitting a new application at least 180 days prior to the commencement of the changed discharge except that if the change only affects a listed pollutant and will not violate the effluent limitations specified in this permit, by providing written notice to the Department. Following such notice, the permit may be modified by the Department to include new effluent limitations on those pollutants.

III. GENERAL CONDITIONS

B. General Requirements, continued

3. Facility Operation and Quality Control

All waste collection, control, treatment and disposal facilities shall be operated in a manner consistent with the following:

- a. Facilities shall be operated efficiently to minimize upsets and discharges of excessive pollutants.
- b. The permittee shall provide an adequate operating staff qualified to carry out operation, maintenance and testing functions required to ensure compliance with this permit. Superintendents and operators must be certified by the Board of Waterworks and Waste Systems Operators located at Montgomery Park Business Center, 1800 Washington Boulevard, STE- 410, Baltimore, Maryland 21230 in accordance with Title 12 of Environmental Article, Annotated Code of Maryland, and Section 26.06.01 of the COMAR.
- c. Facility maintenance work, which adversely affects or may adversely affect the discharge quality shall be scheduled during non-critical water quality periods.

4. Adverse Impact

The permittee shall take all reasonable steps to minimize any adverse impact to waters of this State, human health or the environment resulting from noncompliance with any effluent limitations specified in this permit, and must perform accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

5. Bypassing

Any bypass of treatment facilities is prohibited unless the bypass does not cause any violations of the effluent limitations specified in Special Condition II.A, and is for essential maintenance to assure efficient operation, or unless the permittee can prove that:

- a. the bypass is unavoidable to prevent loss of life, personal injury, or substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources; and
- b. there are no feasible alternatives to the bypass; and

III. GENERAL CONDITIONS

B. General Requirements, continued

- c. the Department receives notification pursuant to General Condition III.B.1 above. Where the need for a bypass is known (or should have been known) in advance, this notification shall be submitted to the Department for approval at least ten days before the date of the bypass or at the earliest possible date if the period of advance knowledge is less than ten days; and
- d. the bypass is allowed under conditions approved by the Department to be necessary to minimize adverse effects.

6. Conditions Necessary for Demonstration of Upset

An upset shall constitute an affirmative defense to an action brought for noncompliance with technology-based effluent limitations only if the permittee demonstrates, through properly signed, contemporaneous operating logs, or other relevant evidence, that:

- a. an upset occurred and that the permittee can identify the specific cause(s) of the upset;
- b. the permitted facility was at the time being operated in a prudent and workman-like manner and in compliance with proper operation and maintenance procedures;
- c. the permittee submitted a 24-hour notification of upset in accordance with the reporting requirements of General Condition III.B.1 above;
- d. the permittee submitted, within five calendar days of becoming aware of the upset, documentation to support and justify the upset; and
- e. the permittee complied with any remedial measures required to minimize adverse impact.

In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

7. Sewage Sludge Requirements

The permittee shall comply with all State and federal laws and regulations regarding Sewage Sludge Management, and with any regulations promulgated pursuant to Environment Article, Section 9-230 et seq. or to the Clean Water Act, Section 405 (d). A Sewage Sludge Utilization Permit is required for the collection, handling, burning storage, treatment, land application, disposal, or transportation of sewage sludge, processed sewage sludge, or any product containing these materials in Maryland. If the sludge is hauled out of State for disposal, a transportation permit must be obtained from the Department.

III. GENERAL CONDITIONS

B. General Requirements, continued

8. Power Failure

The permittee shall maintain compliance with the effluent limitations and all other terms and conditions of this permit in the event of a reduction, loss or failure of the primary source of power to the wastewater collection and treatment facilities.

9. Right of Entry

The permittee shall allow the Secretary of the Department, the Regional Administrator of the Environmental Protection Agency, and their authorized representatives, upon the presentation of credentials to enter upon the permittee's premises and:

- a. to have access to and to copy any records required to be kept under the terms and conditions of this permit;
- b. to inspect any monitoring equipment or monitoring method required in this permit;
- c. to inspect any collection, treatment, pollution management, or discharge facilities required under this permit; or
- d. to sample any discharge of pollutants.

10. Property Rights/Compliance With Other Requirements

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property, invasion of personal rights, or any infringement of federal, State or local laws or regulations.

11. Reports and Information

- a. Upon request, the permittee shall provide to the Department, within a reasonable time, copies of records required to be kept by this permit. The permittee shall also furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit; or to determine compliance with this permit.

III. GENERAL CONDITIONS

B. General Requirements, continued

- b. All applications, reports or information submitted to the Department shall be signed and certified as required by COMAR 26.08.04.01 and 40 CFR 122.22.
- c. Except for data determined to be confidential under COMAR 26.08.04.01, all data shall be available for public inspection at the Department and the Office of the Regional Administrator of the Environmental Protection Agency. Effluent data shall not be considered confidential.
- d. Environment Article, Section 9-343 provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance, shall upon conviction be punished by a fine of not more than \$10,000 or by imprisonment for not more than six months or by both.

12. Transfer of Ownership or Control

In the event of any change in ownership or control of facilities from which the authorized discharge emanates, the permit may be transferred automatically to another person only if:

- a. the current permittee notify the Department, in writing, of the proposed transfer at least 30 days prior to the proposed transfer date;
- b. the notice includes a written agreement between the existing permittee and a new permittee containing the specific date of proposed transfer of permit coverage, and of responsibilities and liabilities under the permit; and
- c. neither the current permittee nor the new permittee receive notification from the Department, within 30 days of the Department's receipt of the agreement, of its intent to modify, revoke, reissue or terminate the existing permit. If this notice is not received, the transfer is effective on the date specified in the agreement mentioned in paragraph 12(b) above.

13. New Effluent Standards

This permit shall be revoked and reissued or modified to meet any effluent standard, water quality standard or prohibition established under the Environment Article, the Clean Water Act, or regulations promulgated thereto, and the permittee shall be so notified.

III. GENERAL CONDITIONS

B. General Requirements, continued

14. Industrial Users

The permittee shall require all industrial users of the wastewater treatment facility to comply with user charges as established by the permittee, pursuant to Section 9-326(a)(i) of the Environment Article.

15. Noncompliance

Nothing in this permit shall be construed to preclude the institution of any legal action for noncompliance with State, federal or local laws and regulations.

16. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action against the permittee or to relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Clean Water Act or under the Environment Article.

17. Waterway Construction and Obstruction

The permit does not authorize the construction or placing of physical structures, facilities, debris, or the undertaking of related activities in any waters of this State including the 100 year flood plain.

18. Construction Permit

This permit is not a permit to construct. For a new facility, in order to make this permit valid, a construction permit shall be obtained to meet the requirements of COMAR 26.03.12.03(A) and Environment Article, Section 9-204(d).

19. Storm Water Pollution Prevention

- a. No later than 6 months after the permit's effective date the permittee shall apply for coverage under the "*General Permit for Discharges from Storm Water Associated with Industrial Activities*" in accordance with Section II A of the State NPDES Permit No. MDR0000.

The Notice of Intent (NOI) and No Exposure Certification (NEC) submitted with the application shall address all storm water associated with industrial activity, including but not limited to any storm water discharging via the outfalls authorized under this permit. A copy of the 12-SW permit, NOI, NEC, and associated guidance are available at the following link (case-sensitive): http://bit.ly/MDE_industrial_stormwater.

- b. As of the effective date of this permit the permittee shall begin preparing a storm water pollution prevention plan (SWPPP). Once a SWPPP has been completed, the permittee shall switch, as soon as feasible, to complying with the new SWPPP. The SWPPP must be completed and implemented no later than 6 months after the effective date of this permit. The guidance documents for preparing SWPPP are available at the following links (case-sensitive): <http://bit.ly/SWPPP-GUIDE> and <http://bit.ly/TW-GUIDANCE>.
- c. Industrial storm water is not authorized under this individual permit.

20. Severability

If any provision of this permit shall be held invalid for any reason, the remaining provisions shall remain in full force and effect, and such invalid provisions shall be considered severed and deleted from this permit.

III. GENERAL CONDITIONS

C. Wastewater Collection System

This permit shall not authorize discharges from the wastewater collection system for this facility.

1. Reporting Requirements

Pursuant to Environment Article Sub title 9-331.1, the permittee must report sanitary sewer overflows (SSOs) which result in the direct or potential discharge of raw or diluted sewage into the surface waters or ground waters of the State to the Water Management Administration's Compliance Program. Concurrently, the permittee shall also notify the local health department. Such reports must be made via telephone as soon as practicable, but no later than 24 hours after the time that the permittee became aware of the event. Reportable SSOs include, but are not limited to, overflows into the surface of the ground, into waterways, storm drains, ditches or other manmade or natural drainage conveyances to surface or ground waters which are reasonably likely to reach waters of the State. Overflows that are wholly contained within buildings and not likely to discharge to waterways need not be reported. Treatment plant bypasses shall be reported under General Condition III.B.1. Telephone reports shall be made to (410) 537-3510 on weekdays between 8:00 a. m. and 5:00 p.m. After hours telephone notification shall be made to emergency response number at (866) 633-4686.

When the incident is reported to the Department, the following information needs to be included:

- a. the location of the overflow, including city or county,
- b. the name of the receiving water, if applicable;
- c. an estimate of the volume of sewage discharged;
- d. a description of the sewer system or treatment plant component from which the overflow was released (such as manhole, crack in pipe, pumping station wet well or constructed overflow pipe);
- e. an estimate of the overflow's impact upon public health and to waters of the State;
- f. the cause or suspected cause of the overflow;
- g. the estimated date and time when the overflow began and stopped or the anticipated time the overflow is expected to continue;

III. GENERAL CONDITIONS

C. Wastewater Collection System, continued

- h. if known at the time of reporting, the steps taken or planned to reduce, eliminate and prevent reoccurrence of the overflow and a schedule of major milestones for those steps; (if unknown at the time the telephone report is made, the steps must be included in the written reports submitted under general conditions III.C.2).
- i. if known at the time of reporting, measures taken or planned to mitigate the adverse impact of the overflow and a schedule of major milestones for those steps (if unknown at the time the telephone report is made, the steps must be included in the written reports submitted under general conditions III.D.2); and
- j. whether there has already been a notification to the public and other City or County Agencies or Departments and how notification was done.

2. Written Reports

Within 5 calendar days following telephone notification of the event, the permittee shall provide MDE with a written report regarding the incident that includes, at a minimum, the information cited above.

The permittee shall maintain copies of all overflow records and reports, work orders associated with investigation of overflows, a list and description of complaints from customers or others related to overflows (including backups of sewage in to houses or businesses), and documentation of performance and implementation measures for minimum period of three years and shall make this information available to MDE for review upon written request.

This wastewater collection system provision may be superseded by a general permit for collection systems, when such a permit is issued by MDE and the permittee have been accepted for registration under the permit.

3. Other Requirements

The permittee, as directed by the State or local health department, shall also be responsible for posting notification in close proximity to the affected area/stream and for conducting appropriate water quality sampling as deemed necessary.

III. GENERAL CONDITIONS

D. Permit Expiration, Modification, or Revocation

1. Expiration of Permit

This permit and the authorization to discharge shall expire at midnight on the expiration date of the permit unless the permittee has submitted a timely and complete reapplication pursuant to Section II.I.

2. [Reserved.]

3. Permit Modification - Request of Responsible Permittee

A permit may be modified by the Department upon the written request of the permittee and after notice and opportunity for a public hearing in accordance with the provisions set forth in COMAR 26.08.04.10.

4. Permit Modification, Suspension, Revocation - Violation of Laws

A permit may also be modified, suspended or revoked by the Department, in the event of a violation of the terms or conditions of the permit, or of State or federal laws and regulations and in accordance with the provisions set forth in COMAR 26.08.04.10. This permit may be suspended or revoked upon a final, unreviewable determination that the permittee lacks, or is in violation of, any federal, state, or local approval necessary to conduct the activities authorized by this permit.

IV. CIVIL AND CRIMINAL PENALTIES

A. Civil Penalties for Violations of Permit Conditions

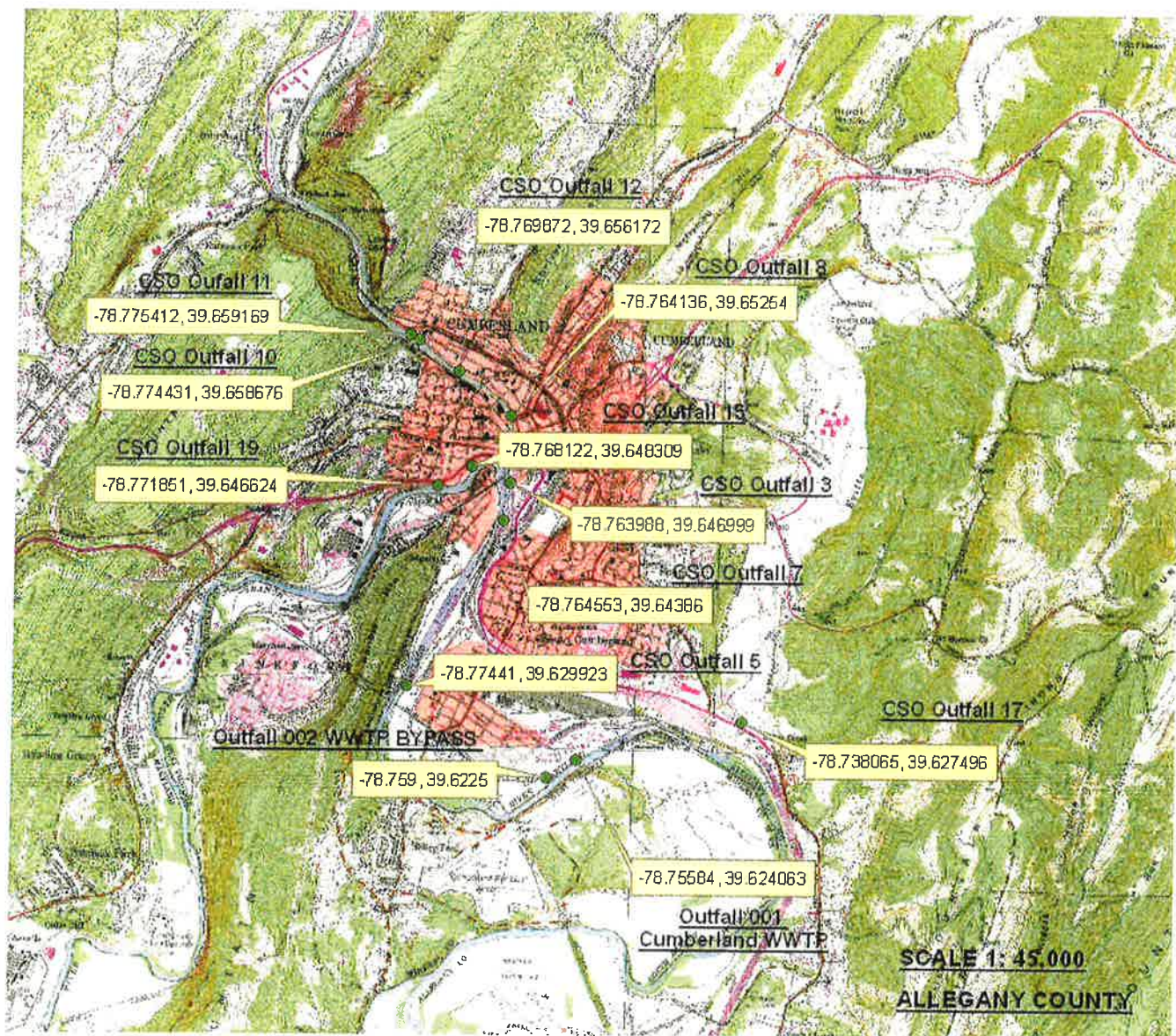
In addition to civil penalties for violations of State water pollution control laws set forth in Section 9-342 of the Environment Article, Annotated Code of Maryland, the Clean Water Act provides that any person who violates Section 301, 302, 306, 307, 308, 318 or 405 of the Act, or any permit condition or limitation implementing any of such sections in a permit issued under Section 402 of the Act or in a permit issued under Section 404 of the Act, is subject to a civil penalty not to exceed \$37,500 per day for each violation.

B. Criminal Penalties for Violations of Permit Conditions

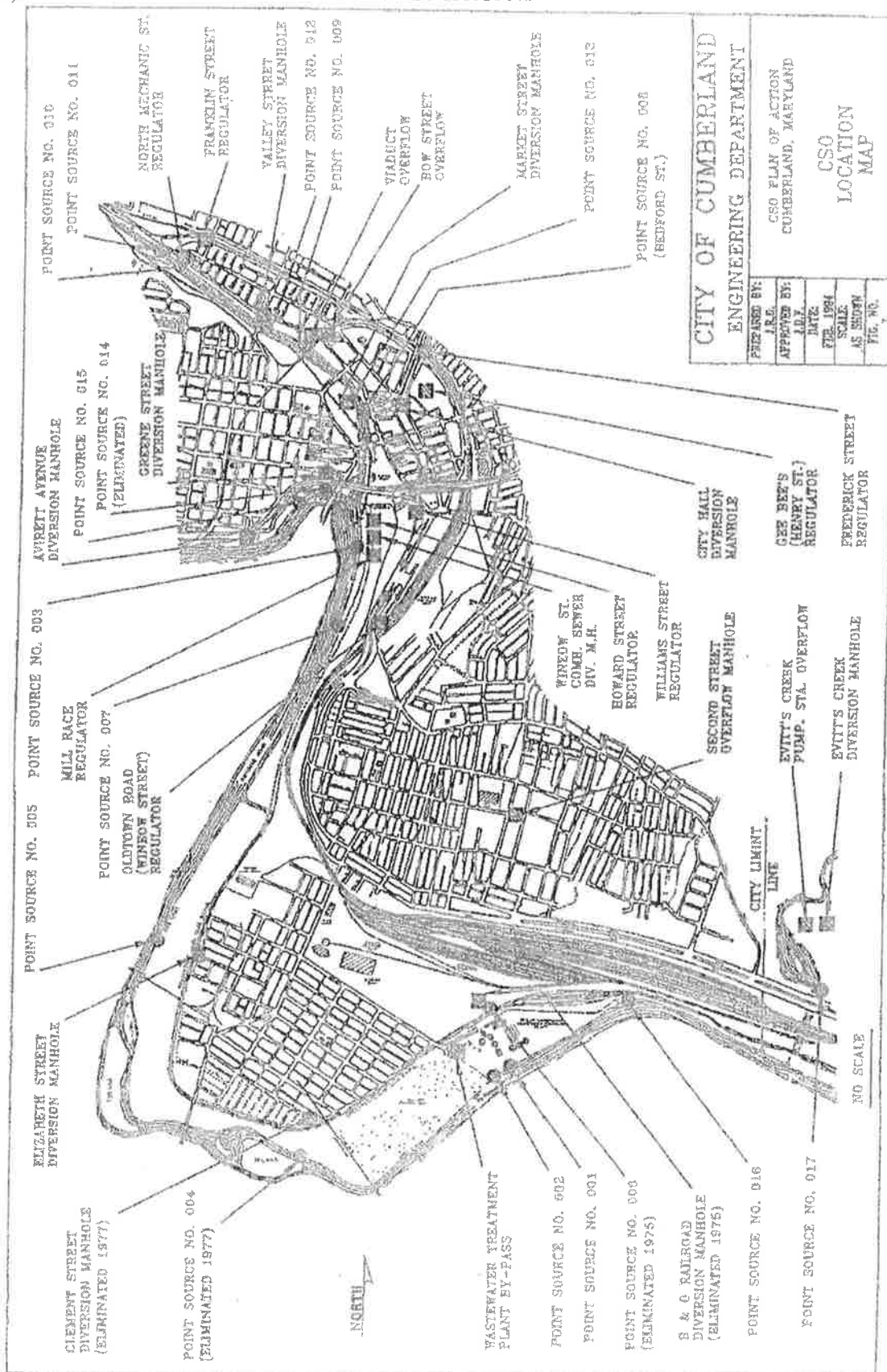
In addition to criminal penalties for violations of State water pollution control laws set forth in Section 9-343 of the Environment Article, Annotated Code of Maryland, the Clean Water Act provides that:

1. any person who negligently violates Section 301, 302, 306, 307, 308, 318, or 405 of the Act, or any permit condition or limitation implementing any of such sections in a permit issued under Section 402 of the Act, or in a permit issued under Section 404 of the Act, is subject to a fine of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than one year, or by both.
2. any person who knowingly violates Section 301, 302, 306, 307, 308, 318 or 405 of the Act, or any permit condition or limitation implementing any of such sections in a permit issued under Section 402 of the Act, or in a permit issued under Section 404 of the Act, is subject to a fine of not less than \$5,000 nor more than \$50,000 per day of violation, or by imprisonment for not more than three years, or by both.
3. any person who knowingly violates Section 301, 302, 306, 307, 318 or 405 of the Act, or any permit condition or limitation implementing any of such sections in a permit issued under Section 402 of the Act, or in a permit issued under Section 404 of the Act, and who knows at that time that he thereby places another person in imminent danger of death or serious bodily injury, is subject to a fine of not more than \$250,000 or imprisonment of not more than 15 years, or both.
4. any person who knowingly makes any false material statement, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained under the Act or who knowingly falsifies, tampers with or renders inaccurate any monitoring device or method required to be maintained under the Act, is subject to a fine of not more than \$10,000 or by imprisonment for not more than two years, or by both.

V.(A). MAP SHOWING DISCHARGE POINT LOCATIONS




V. (B). MAP SHOWING DISCHARGE POINT LOCATIONS



VI. NPDES PROGRAM

On September 5, 1974, the Administrator of the U.S. Environmental Protection Agency approved the proposal submitted by the State of Maryland for the operation of a permit program for wastewater discharges pursuant to Section 402 of the Clean Water Act.

Pursuant to the aforementioned approval, this discharge permit is both a State of Maryland discharge permit and an NPDES permit.


Virginia F. Kearney, Acting Director
Water Management Administration