



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
City Hall, 57 N. Liberty St., Cumberland, MD

DATE: September 21, 2021

OPEN SESSION

Pledge of Allegiance

Roll Call

Nomination and Swearing-In of New Council Member

1. Nomination and vote on an appointment to the vacant city council seat
2. Swearing-In of newly appointed council member

Statement of Closed Meeting

1. Statement of closed meetings held September 15, 17, 18, and 21, 2021

Presentations

1. Presentation by Anita Simmons, City Forester and Ben Cooper, President of the Allegheny Mountain Beekeepers Association, regarding Bee City USA, which works with communities to sustain native pollinators by increasing the abundance of native plants, providing nest sites, and reducing the use of pesticides

Director's Reports

(A) Administrative Services

1. Administrative Services monthly report for July, 2021

(B) Public Works

1. Maintenance Division monthly report for August, 2021

(C) Fire

1. Fire Department monthly report for August, 2021

(D) Police

1. Police Department monthly report for August, 2021

(E) Utilities - Flood, Water, Sewer

1. Utilities Division Flood/Water/Sewer monthly report for July and August, 2021

Approval of Minutes

1. Approval of the Closed Session Minutes of June 8, 2021

Public Hearings

1. Public Hearing - to consider Ordinance No. 3900 authorizing the issuance and sale of general obligation debt in the aggregate principal amount not to exceed \$7,300,000 to be issued under the MD Local Government Infrastructure Financing Program to provide all or a portion of funds to finance and/or refinance costs identified as A) office equipment and information technology improvements, equipment and software; B) new and/or replacement vehicles and vehicle improvements/equipment; C) facility and infrastructure improvements; D) street improvements; and/or E) water system, sewer system and flood control improvements and equipment; as well as fund reserves and/or pay costs of issuance and other related costs

Unfinished Business

(A) Ordinances

1. Ordinance No. 3896 (*2nd and 3rd Readings*) - to repeal and re-enact with amendments Article II of Chapter 14 pertaining to noise nuisances
2. Ordinance No. 3897 (*2nd and 3rd Readings*) - amending Section 11-93 of the City Code to except indoor shooting ranges from the general prohibition against the discharge of firearms in the City
3. Ordinance No. 3898 (*2nd and 3rd Readings*) - authorizing execution of a deed to convey surplus property at 455 Baltimore Avenue to Andrea C. Moore for the amount of \$3,111 with terms included to cause the property to revert back to the City should certain terms for rehabilitation not be met
4. Ordinance No. 3899 (*2nd and 3rd Readings*) - authorizing execution of a deed to convey surplus property at 424 Goethe Street to Sandesh Sreenivas for the amount of \$1,200 with terms included to cause the property to revert back to the City should certain terms for rehabilitation not be met
5. Ordinance No. 3900 (*2nd and 3rd Readings*) - providing for the issuance and sale of \$7.3M of General Obligation Bonds to be issued under the State Local Government Infrastructure Financing Program to finance and/or refinance certain identified costs for (a) office equipment and information technology improvement, equipment and software; (b) new and/or replacement vehicles; (c) facility and infrastructure improvements; (d) street improvements; and (e) water system, sewer system and flood control improvements and equipment

New Business

(A) Orders (Consent Agenda)

- [1.](#) Order 26,871 - granting the following residential tax exemptions from the Special Taxing District levy for the 2021-2022 tax year: 45 N. Centre St., Rhee, \$618.64; 50 & 52 N. Centre St., Humbertson, \$300.73; and 43 & 45 N. Centre St., Humbertson, \$201.62
- [2.](#) Order 26,872 - authorizing the Chief of Police to accept the Allegany County Health Department's Overdose follow-up grant (DART) in the amount of \$5,000 which will allow CPD officers to partner with UMPC Western Maryland and the Allegany County Parole and Probation unit to perform follow-ups with non-fatal overdose victims within 24-48 hours after release from hospital
- [3.](#) Order 26,873 - authorizing the Fire Chief to accept a 2020 Assistance to Firefighters Grant Award in the amount \$198,000.00 with a City match of \$22,000, for the purchase of 30 self-contained breathing apparatuses and twenty (20) additional face pieces
- [4.](#) Order 26,874 - authorizing the execution of Change Order No. 1 with Carl Belt, Inc. for the "Flood Control System Concrete Repairs Project" (1-13-FPM) for the hiring of a qualified industrial lead abatement subcontractor for the increased amount of \$39,000.00, bringing the current total contract price to \$187,650.00
- [5.](#) Order 26,875 - authorizing execution of a Contract of Sale with H&H MDRP, LLC for the City's purchase of property at 309 Fayette Street (Tax Acct No. 06-027172) for the amount of \$ 2,500.00, and authorizing acceptance of the deed of transfer
- [6.](#) Order 26,876 - accepting the State Bid from Hertrich Fleet Services, Inc. for four (4) 2022 police vehicles at a total cost of \$147,068.00
- [7.](#) Order 26,877 - accepting the recommendation from the Cumberland Planning Commission to approve a Zoning Map Amendment (ZMA 21-01) to apply the Rehabilitation & Redevelopment Floating Zone (R&R) to property at 718 Frederick Street to re-establish a former local business/commercial use on the ground level for the establishment of a tattoo shop
- [8.](#) Order 26,878 - accepting the proposal from Citgo Water in the total unit price of \$67,030.50 to supply various materials, including pipe, copper wire, and various hydrants and valve parts to be used for the Fayette Street water main replacement project
- [9.](#) Order 26,879 - accepting the proposal from Ferguson Waterworks in the total unit price of \$39,593.62 to supply various materials to provide a service connection from the water main to customer meter boxes as part of the Fayette Street water main replacement project
- [10.](#) Order 26,880 - granting the following residential tax exemption from the Special Taxing District levy for the 2021-2022 tax year: 33 N. Centre Street, Gusella/Sasaki - \$600.72

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Presentation by Anita Simmons, City Forester and Ben Cooper, President of the Allegheny Mountain Beekeepers Association, regarding Bee City USA, which works with communities to sustain native pollinators by increasing the abundance of native plants, providing nest sites, and reducing the use of pesticides

Bee City USA

Thinking globally and acting locally:

- Providing native plants for native pollinators.
- Providing native nesting sites.
- Reducing the use of pesticides.

These commitments are developed and laid out in a resolution that is adopted by the city council. City Staff and the local community through organizations such as:

- Let's Beautify Cumberland
- Allegheny Mountain Beekeepers Association
- Cumberland Flower Club
- Master Gardeners
- Student groups from local schools and colleges
- Scouts

The mission is to make the city a better place for pollinators.

What is required?

- Establishing a standing committee to oversee and advocate for pollinators. Membership would include city staff, organizational representative, and interested volunteers.
- This committee should be managed by a certified city affiliate or non-profit 501c3 organization and have regularly scheduled meetings that would be open to the public.
- Create and establish pollinator habitat on public and private land within the city of Cumberland by increasing the abundance of native plants and nesting sites.
- Reduce the use of pesticides and herbicides.
- Incorporate pollinator-friendly best management practices into city plans and policies.
- Host Pollinator awareness events such as LBC, Native Plant Sales, Heritage Days, etc.
- Publicly acknowledge Bee City USA with signage and an online presence (Facebook).
- Pay an initial application fee and annual renewal. The fee is based on the city's population. If Cumberland is roughly 20,000, the fee would be \$200. That range is for a population of 16,000 – 24,000 people.

Potential projects: Flood Control Structure right-of-way or No Mow May.

www.BeeCity.org and www.xerces.org

File Attachments for Item:

. Administrative Services monthly report for July, 2021

Administrative Services Monthly Report for July 2021

September 21, 2021

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of July, 2021.

Information Technology Department July 2021

Statistics

193 completed help desk requests
185 open help desk requests

Activities

Major department initiatives in the past month include:

- Continue resolving issues with and refining mobile data terminal setup
- Continue making changes to update our network environment and improve security
- Assist with Finance printing tax bills
- Recover from major power outage at City Hall and Public Safety

Parks and Recreation

July 2021

July 4th The City of Cumberland's July 4th Fireworks was held as scheduled on Thursday July 4 after a small storm and late drizzle. The display originated again this year from the Constitution Park. There was excellent public response to the show quality and the tradition of fireworks at the park. Starfire Corporation of Carrolltown, PA, was contracted to provide the firework program. Traffic patterns in the park were changed to clear the area around where the fireworks would be shot.

The Constitution Park and Pool was open for part of the day – 11 a.m. to 3:00 p.m.

Sunday in the Park Concert series: The Park Concert Series resumed on Sunday July 18, following a Season and half absences due to Covid. Two concerts were held at the Park Amphitheater in July – The Potomac Concert Band and Night Traveler, performed - Approximate attendance: 500
Funding for this program is provided by the City of Cumberland.

Pavilion Reservations and usage for the month of July: 35 reservations utilized pavilions, 12 new reservation were made in July

Baseball/ Softball League play and practices for July:

The City of Cumberland provides fields for the following leagues:

Girls Softball League

Dapper Dan Little League Baseball

Industrial League

Co-ed League

Summer/Fall Soccer Programs – YMCA & AVID Soccer Club

Pee Wee Football Renegades

Fort Hill Cheerleading Clinic

Two Adult Softball Tournaments held at Mason Sports Complex

Constitution Park Pool

31 Days of Operation – paid Attendance: 3,585

Closed early 6 for weather and low attendance

Total (gate) income for the Month of July \$ 13,556

Pre-purchased Pool passes used - 744

3 Pool Party – 114

3 Water Aerobic Classes - 35

Swimming lessons open to the public Monday – Thursday 11-11:45 a.m. two weeks - 108

The Movie "The Croods 2 A New Age" along with a free swim was held, Free to the public on Friday July 23, Attendance – 200

Constitution Park Day Camp

22 Days of Day Camp – Attendance: 751

Daily activities include: Arts & Crafts, Sports, Reading & computers, Dance, Breakfast, Lunch, snack, afternoon swimming, "Fun Friday" Special event day, and Bus transportation (funded by *Department of Social Services*)

- *Cooperative Extension service* provided activities related to nutrition and farming, every Tuesday and Thursday. Hands on activities – movement and exercise, Nutrition, games, music and more, directed by Sarah Bernard, from the Extension Office.
- *Covid guidelines were followed with restricted some activities at camp for this summer.*
- **Summer Lunch Program** the Parks & Recreation Department serves as sponsor for the **Summer Lunch Program** for Cumberland. Area sites include Constitution Park Day Camp, and YMCA Riverside summer program **July meals served** – Breakfast – 1,077 Lunches: 1,227,

Meetings attended:

- Reviews and visits made to summer lunch feeding sites
- Staff meeting
- Splash Pad planning meetings
- Five Year Plan Meeting
- Park planning meeting
- Employee Evaluation Training at AC
- Staff Meeting – Day Camp

Upcoming:

Two weeks of Constitution Park Day Camp remaining
 Lunch Program Annual Review by State of MD
 Five August Sunday in the park performances
 Daily pool operations hours changed– 12 noon to 6 p.m.
 Free Swim and Movie – Friday August 20 – 6:30 p.m.
 Pool daily operation ends Sunday August 22, weekends thru Labor Day
 Fall Soccer Leagues
 Football - Pee wee League
 Recreation Advisory Board meeting 8/9/2021
 Community Parks & Playground Grant due 8/26/21

Community Development Report

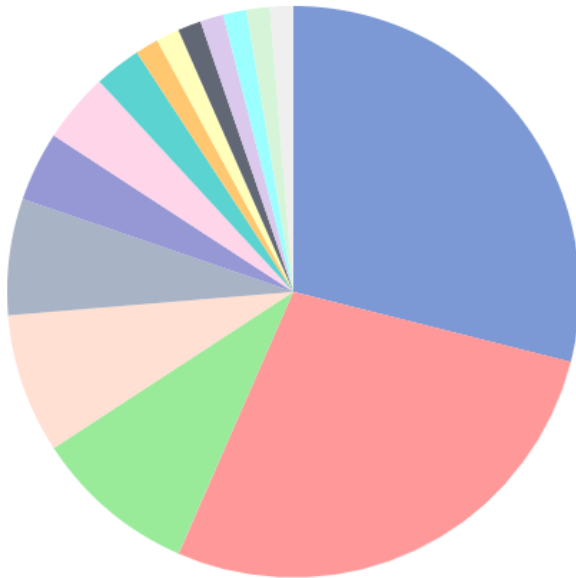
July 2021

CODE COMPLIANCE

Code Enforcement Activity:

69 new cases received - 28 of those are still open
 76 violations were found.
 62 cases have been resolved.

Open Date From: 07/01/2021
Open Date To: 07/31/2021



Violations by Violation Type		
Cutting of weeds	22	28.9%
Dwellings, yards and lots to be kept clean	21	27.6%
Licensing of rental dwelling units	7	9.2%
Standards for good repair and safe condition	6	7.9%
Duties of owner and operator	5	6.6%
Good repair and safe condition	3	3.9%
Removal or trimming of trees, vegetation, etc.	3	3.9%
Registration of agents	2	2.6%
Cleanliness of sidewalks, alleys and gutters	1	1.3%
Water supply.	1	1.3%
Electrical service	1	1.3%
Municipal Infraction; penalty; removal of nuisances	1	1.3%
Obstruction of street or sidewalk	1	1.3%
Order to vacate	1	1.3%
Painting	1	1.3%

PERMITS & RENTAL LICENSES

ISSUED - Permits, Reviews, and Licenses

34 Permits/Reviews issued

Building

Residential..... 2
Commercial..... 1

Demolition

Residential 0
Commercial 0

Electrical

Residential 4
Commercial 0

Miscellaneous

Residential..... 9
Commercial..... 0

Occupancy

Residential..... 0
Commercial..... 3

Plumbing

Residential 1
Commercial 1

Commercial Signage

Commercial 1

Use Public ROW

Total issued..... 7

Utility

Residential..... 0
Commercial..... 1

Rental Licenses

Issued 429

Rental Inspections.

Conducted: 38
Passed..... 38
Failed..... 0

Certificates of

Appropriateness

Issued..... 2
Change Amend. 1

Plans, Reviews, Amendments and Appeals

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

Issued 1-SR

Revenue from 'Issued' Permits/Reviews

Building Permits..... \$628.00
Miscellaneous Permits..... 135.00
Occupancy Permits 90.00
Sign Permits 21.00
Utility Permits 11,233.26

Plan Reviews, Amendments & Appeals	50.00
Zoning Classification Determination. (info request).....	0.00
Municipal Infractions (Citation).....	0.00
Certificates of Appropriateness	30.00
Rental Licenses (new & renewals)	32,575.00
Paid Rental Inspection Requests	0.00
TOTAL	\$44,762.26

Demolition Permit – Bonds \$0.00

Noted Activity:

- Launch of the 3rd round of Surplus City Property Sales. 18 properties are listed.
- The conversion of a church/hall to residential units is underway at 217 N. Centre St. with Phase I construction estimated at \$400,000.00. 3 of 12 units are inspected and ready for occupancy.
- The 40 residential unit, new construction project at the former Eastside School site on Reynolds St. is underway. The parking lot is completed and the foundation is poured for construction to begin on the building. Project is estimated at \$5,349,000.00

COMMUNITY DEVELOPMENT PROGRAMS

July 2021

Community Development Block Grants:

Community Development Block Grant (CDBG) Monthly Activity	July '21 Rprt					
Activity	Year	Initial Fund	ERR	Contract	Spent	Remain
						\$0.00
correct on 8/12/2021	PRE-	July draw Orig	POST	June draw	Spent Activities	Remain
					Total All	\$0.00
2014-2018 Funds						
HRDC Emergency						
Housing	2019	\$35,000.00	x	x	\$35,000.00	\$0.00
Admin	2019	\$121,447.70	x	na	\$84,287.10	\$0.00
Fair Housing	2019	\$10,000.00	x	na	\$8,062.41	\$0.00
PHA FCH Sidewalks	2019	\$73,237.67	x	x	\$73,237.67	\$0.00
Horizon Goodwill Job Training Program	2019	\$11,000.00	x	x	\$11,000.00	\$0.00
2019 Total Funds		\$250,685.37	ERR	Contract	Expended	\$0.00
Baltimore Street Redesign	2020	\$402,700.00	x	Released	\$0.00	\$402,700.00

HRDC Emerg Homeless Prevention	2020	\$25,000.00	x	x	\$20,247.17	\$4,752.83
South Penn Playground Admin	2020	\$37,500.00	x	x	\$0.00	\$37,500.00
Indirect Cost	2020	\$110,065.20	x	x	\$57,645.10	\$52,420.10
Fair Housing	2020	\$11,480.80	x	x	\$11,480.80	\$0.00
YMCA Gilcrst HVAC	2020	\$8,454.00	x	x	\$6,469.37	\$1,984.63
AHEC Dental Access	2020	\$54,000.00	x	x	\$36,000.00	\$18,000.00
Assoc Charities Long Term	2020	\$8,000.00	x	x	\$5,889.15	\$2,110.85
Assoc Charities Short Term	2020	\$5,000.00	x	x	\$5,000.00	\$0.00
Incredible Years Parnting Fam Junct	2020	\$9,000.00	x	x	\$9,000.00	\$0.00
PHA FCH Sidewalks Ph 2	2020	\$7,000.00	x	x	\$5,644.12	\$1,355.88
FCRC Domestic Violenc Sex Assault	2020	\$50,000.00	x	x	\$0.00	\$50,000.00
Shelter/Services	2020	\$10,500.00	x	x	\$10,500.00	\$0.00
Targeted City PD Foot and Bike Patrols	2020	\$4,916.00	x	x	\$4,916.00	\$0.00
Jane's Place, Inc. Abused Children Services	2020	\$7,900.00	x	x	\$7,900.00	\$0.00
YMCA Gilcrst Food Program	2020	\$3,842.00	x	x	\$3,842.00	\$0.00
Constitution Park Inclusive Playground Ph 2	2020	\$65,000.00	x	x	\$62,638.82	\$2,361.18
HRDC Transitional Homeless Shelter	2020	\$6,000.00	x	x	\$0.00	\$6,000.00
2020 Grant Totals		\$826,358.00			\$247,172.53	\$579,185.47
Program Income (july/aug draw)	2020 yr	\$6.99				
Program Income (Sept/Oct draw)	2020 yr	\$6.99				
Program Income (Nov draw)	2020 yr	\$3.80				
Program Income (Dec draw)	2020 yr	\$3.80				
Program Income (Jan Draw)	2020 yr	\$3.80				
Program Income (Feb March Draw)	2020 yr	\$26.15				
Program Income (April 21)	2020 yr	\$3.77				
Program Income (May 21)	2020 yr	\$3.83				
Program Income (June 21) processed in 8/9/21	2020 yr	\$5.30		*possible	2021 yr PI	

Total PI 2020

\$64.43

Total

Expended Remaining
\$705,932.24 \$579,185.47

Total All

Yrs \$579,185.47

as of 8/12/21 post June
2021 Draw

Grand

Total \$579,185.47

Community Development
Block Grant CDBG
Projects

End of 2020 numbers **

CARES Act Funds:

Project Name	Amount Funded	Expended	Funds Remain	IDIS #	Not funded
CV HRDC Emergency Assistance	\$200,000.00	\$24,992.05	\$175,007.95	1757	
CV Small Business Grants	\$80,000.00	\$0.00	\$80,000.00		\$ 80,000.00
CV Associated Charities Emergency Homeless Prevention	\$52,251.00	\$0.00	\$52,251.00		\$ 52,251.00
CV Hazard Pay Relief Program	\$55,000.00	\$0.00	\$55,000.00		
CV Broadband & Technology Accessibility	\$89,000.00	\$37,954.15	\$51,045.85	1758	
TOTAL CV1	\$476,251.00	\$62,946.20	\$413,304.80		\$ 132,251.00
B20MC24001 Award	\$476,251.00				
Total	\$476,251.00	\$62,946.20	\$826,609.60		
CV3 AYEP Youth Center Rehabilitation	\$113,160.00	\$0.00	\$113,160.00		\$ 113,160.00
CV3 YMCA Transitional Housing Sanitizer	\$6,750.00	\$0.00	\$6,750.00		\$ 6,750.00
TOTAL CV3	\$119,910.00	\$0.00	\$119,910.00		\$ 119,910.00
B20MW24001 Award	\$119,910.00				
Sub Recipient					
Updated	8/12/2021				

Historic Planner/Preservation Coordinator

July 2021

- Met with the auditor who reviewed the documentation and files related to the ARC-funded project of the Head Start facility on Seymour Street. This was funding in 2013 and managed by Jay Oliver, retired Community Development Manager
- Attended the National Trust for Historic Preservation's virtual workshop on "Using State Historic Tax Credits to Create Affordable Housing" on 6/30/21
- Processed the final reimbursement request for 224 Washington Street for the Facade Improvement Program
- Prepared and distributed the July 14th Historic Preservation Commission meeting agenda and packets
- Assisted the HPC with their 7/14/21 meeting - the first that was held in-person since the beginning of the pandemic
- Sent determination letters out to all applicants whose projects were reviewed by the HPC
- Updated the Grants Inventory spreadsheet that Mark Gandolfi sent around for active grants
- Returned the two Strategic Demolition Program funding agreements to Maryland Department of Housing and Community Development for the Roof Replacement Program and for the Baltimore Street Sprinkler Tap funding
- Prepared and Placed a MOU on the 7/20/21 M&CC agenda for an agreement with Allegany College of Maryland for community use of the new softball field (funded through the Community Parks and Playgrounds Program award to the City of Cumberland)
- Prepared and submitted the final report and request for payment for the Maryland Heritage Areas Authority funding for the emergency repairs at George Washington's Cabin
- Worked with Antonia Zais, summer intern, who is helping to draft the RFP for the Preservation Plan project
- Prepared the final reimbursement request for the Community Parks and Playgrounds funds related to the East First Street playground at Jane Frazier Village (\$149,000) Reviewed and Commented on Mike's latest draft to revise one of the two ordinances related to the Historic District Tax Incentive Program
- Drafted two Certificates of Satisfaction needed for recorded deeds of trust from 1987 for 209 Emily Street; these were approved by the Mayor and City Council at their 7/20/21 meeting
- Received approval by the Mayor and City Council for two orders related to Community Enhancement funding awards by the County for the 600 Block of Maryland Avenue and for Virginia Avenue
- Received approval by the Mayor and City Council for receiving funding related to the Community Parks and Playgrounds application for the Volleyball facility at Allegany College of Maryland
- Finished the draft Scope of Services agreement related to the newly funded Outdoor Volleyball Court project at Allegany College of Maryland which was recently awarded Community Parks and Playgrounds funding - This was placed on the August 3rd meeting agenda of the Mayor and City Council
- Assisted Dee Dee Ritchie in updating the Request for Proposals for the update of the heritage area management plan
- Reviewed the ARPA funds guidance document in preparation for meetings to discuss potential projects/programs in which to utilize this federal funding
- Worked with Antonia Zais, FSU intern, throughout the month to help her understand more about careers in Historic Preservation.

Comptroller's Office

June 2021

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of June 2021.

On June 1, 2021, the City had a cash balance of \$10 million. Receipts exceeded disbursements by \$10 million resulting in a cash balance of \$20 million at June 30, 2021.

As of June 30, 2021, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund)						\$	1,668,192
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance	
FY 2021	\$ 1,236,360	\$ 33,051	\$ (373)	\$ 306,355	\$ -	\$ 962,683	
FY 2020	533,938	-	(175)	76,698	-	457,065	
FY 2019	137,990	-	-	63,328	-	74,662	
FY 2018	87,679	-	-	27,142	-	60,537	
FY 2017	32,999	-	-	4,751	-	28,248	
FY 2016	27,269	-	-	1,867	-	25,402	
FY 2015	24,572	-	-	469	-	24,103	
FY 2014	14,265	-	-	-	-	14,265	
FY 2013	10,076	-	-	662	-	9,414	
FY 2012	5,651	-	-	-	-	5,651	
FY 2011	3,172	-	-	-	-	3,172	
Prior FY's	2,990	-	-	-	-	2,990	
	\$ 2,116,961	\$ 33,051	\$ (548)	\$ 481,272	\$ -	\$ 1,668,192	

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

Real property (non-owner occupied)	\$562,993
Non-Corp Personal Property	2,108
Corporate Personal Property	108,456
Real Property (semiannual payments)	288,069
Real Property (Half Year)	1057
	<u>\$962,683</u>

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

Cash and Investment Summary

June 30, 2021

	Cash	Investments
Beginning Balance	\$ 10,046,127	\$ 12,888,573
Add:		
Cash Receipts	31,721,673	-
Investment Transfer	-	-
Less:		
Disbursements	21,700,530	-
Investment Transfer	-	-
Ending Balance	\$ 20,067,270	\$ 12,888,573
Restricted	\$ 12,508,621	\$ 6,987

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

Restricted Cash

	6/1/2021	Increase	Utilization	6/30/2021
Police Seizures	\$ 105,288	\$ 7	\$ 137	\$ 105,158
Bowers Trust	59,637	-	8,928	50,709
Street Improvement	-	-	-	-
GOB 21	4,454,750	19,738	744,902	3,729,586
ARPA Funds	-	9,797,925	1,224,870	8,573,055
Other	50,113	-	-	50,113
	\$ 4,669,788	\$ 9,817,670	\$ 1,978,837	\$ 12,508,621

Restricted Investments

	6/1/2021	Increase	Utilization	6/30/2021
DDC	\$ 6,987	\$ -	\$ -	\$ 6,987

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.

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

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 Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds

	6/1/2021	Issue	Utilization	6/30/2021
CDA 2015	\$ 197,163	\$ -	\$ -	\$ 197,163
CDA 2019	2,388,707	-	-	2,388,707
GOB 21	3,915,630	-	184,346	3,731,284
	\$ 6,501,500	\$ -	\$ 184,346	\$ 6,317,155

CSO Projects Debt Draws

	6/1/2021	Issue	Utilization	6/30/2021
Evitts Creek Debt	\$ 143,260	\$ -	\$ -	\$ 143,260
Evitts Creek Grant	-	-	-	-
WWTP Debt	2,856,489	-	-	2,856,489
WWTP Grant	25,664,964	-	-	25,664,964

\$184K of GOB 2021 funds were utilized in June. \$12K was for the cross connections program, \$7K was for the hydrant and valve replacement program, \$168K was for closing costs incurred on GOB 2021 refunded debt, \$15K for Cavanaugh field fencing; combined with an 18K reduction to reduce May amounts drawn on Police vehicles.

Phase 3 of the Evitts Creek CSO project is in the engineering phase with the majority of the necessary funding in place. Phase 4 planning phase costs are budgeted in FY22.

Tax Sale:

Tax sale, in collaboration with Allegany County, took place on May 26, 2021, via an online auction.

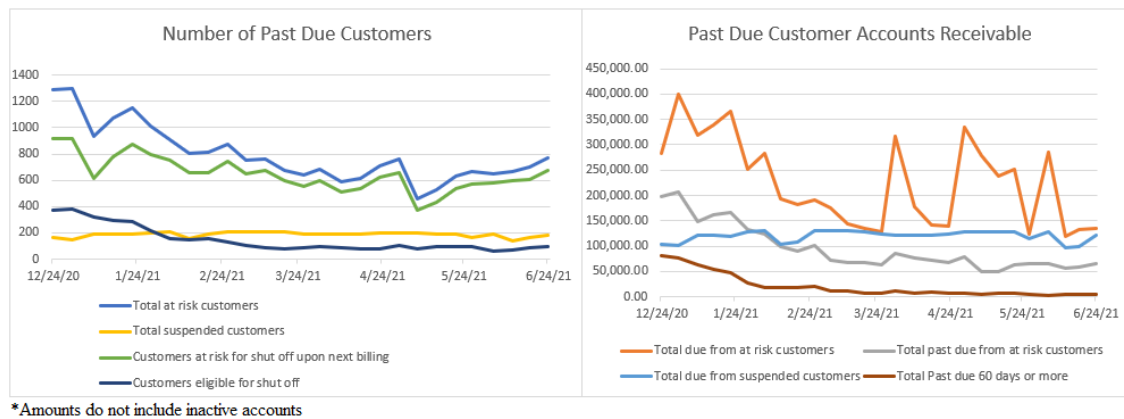
- There were 299 City properties offered for sale and 100 sold.
- County provided a check to the City in the amount of \$258,968.23 for City properties sold.
 - Tax = \$237,911.28
 - Water = \$21,056.95

Utility Collections:

Overall, total past due peak fluctuations have improved in the recent six weeks from a previous high of \$79K on April 30th, 2021, to a high of \$65K, but remain well above the recent low of \$50K on May 7th, 2021. Past due from suspended accounts remain fluctuating in the same range with no stable reduction overall. There is an upward trend in customers at risk for shut off and those eligible for shut off.

Since the prior month, two fewer customers are eligible for service termination, down to 94 from 96. Amounts past due 60 days or more have increased by \$600 from \$4,800 to \$5,400. At June 24, 2021, the total past due 30 days or more is \$65K for 770 customers and 185 customers are suspended (\$121K past due).

The City continues to provide communications of where to seek financial assistance, collaborate with financial assistance providers and offer four (4) month payment plans.



COVID-19:

Funding

On March 11th, the U.S. President signed the new stimulus bill, American Rescue Plan Act (ARPA). The bill includes \$350 billion for state, local and tribal government relief and is said to be more weighted to states with lower populations. The City is receiving \$19,595,850 (50% in the current year and the second half one (1) year after). On June 1, 2021, the first 50% was received in the amount of \$9,797,925. The U.S. Treasury issued guidance in May 2021 providing greater details on the eligible uses and priority of these funds in a 134-page guidance document called the Interim Final Rule. These are:

- **Support public health expenditures**, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic
- **Provide premium pay for essential workers**, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet

CARES Act funding, previously received and utilized by the City, totals \$633,750 for hazard pay, COVID-19 testing events, City Hall rotunda monitoring, software, unemployment claims, as well as, lost revenue, and personal protective equipment to guard against COVID-19.

Funding

- Source and Utilization:

Funding Source	Amount	Utilization
Department of Justice Hazard Pay	39,559	39,559
Allegany County Health Department PPE General Facilities and Equipment	24,635	18,440 6,195
US Stimulus Care Act Relief Lost Revenue	54,801	54,801
Allegany County CARES Act Passthrough Hazard Pay City Hall Rotunda Monitor Unemployment Claims COVID Testing Events Software PPE General Facilities and Equipment Business Loan Program	514,754	231,118 7,714 6,366 18,014 39,967 32,709 128,867 50,000
CDBG Hazard (Premium) Pay	55,000	55,000
American Rescue Plan Act (ARPA) Respond to the health emergency PPE General Facilities and Equipment Premium Pay Revenue Loss Infrastructure Investments Water Sewer Broadband	19,595,850	- - - - 1,224,870 - - -
Total:	\$20,284,600	\$ 1,913,619

- Funds available for use.

Purpose	Amount	Utilization	Remaining
American Rescue Plan Act (ARPA) Respond to the health emergency PPE General Facilities and Equipment Premium Pay Revenue Loss Infrastructure Investments Water Sewer Broadband	\$19,595,850	\$ 1,224,870	
Total:	\$19,595,850	\$ 1,224,870	\$18,370,980

General Fund Quarterly Budget Review:

The table below illustrates the differences between the adopted fiscal year 2021 budget and the unofficial revised budget with an explanation following for the most significant variances. The revised fiscal year 2021 General Fund budget estimates indicate a larger surplus of \$1.8 million. The increase in unassigned fund balance is expected to improve from the original budget of \$2,000 to \$1.25 million.

City of Cumberland
FY 2021 Adopted vs Revised Comparison

	Adopted Budget	Revised Budget	Change Fav (Unfav)
Revenues			
Taxes	\$ 12,701,280	\$ 12,982,321	281,041
Licenses & Permits	122,900	222,300	99,400
Intergovernmental	3,089,824	3,916,467	826,643
Charges for Services	1,569,450	1,575,605	6,155
Fines, Forfeitures & Interest	59,200	31,700	(27,500)
Miscellaneous	982,000	1,437,112	455,112
Financing Proceeds	2,240,474	2,138,020	(102,454)
Proceeds of Refunding Bonds	-	6,497,210	6,497,210
Refunded Bond Premium	-	314,418	314,418
Original Issue Premium	-	142,619	142,619
Interfund Transfers	2,651,374	2,539,172	(112,202)
Total Revenue and other financing sources	23,416,502	31,796,944	8,380,442
Expenditures			
General Government	1,786,435	1,815,688	(29,253)
Public Safety	11,684,675	11,829,282	(144,607)
Public Works	2,740,055	2,679,427	60,628
Recreation	708,834	795,552	(86,718)
Community Dev & Housing	1,359,178	1,447,545	(88,367)
Debt Service	3,097,380	3,039,123	58,257
Operating Transfers	1,710,223	1,586,467	123,756
Payment to Refunded Bond Escrow Agent	-	6,663,739	(6,663,739)
Total Expenditures and other financing uses	23,086,780	29,856,823	(6,770,043)
Surplus (Deficit)	\$ 329,722	\$ 1,940,121	\$ 1,610,399
(Creation) utilization Restricted/nonspendable fund balance	(328,067)	(549,991)	(221,924)
Increase in unassigned Fund balance	\$ 1,655	\$ 1,390,130	\$ 1,388,475

Revenue – Overall the revised fiscal year 2021 revenue estimate is \$8.4 million (35.79%) above the original adopted budget which includes \$6.8 million attributed to bond refunding. The revised fiscal year 2021 revenue estimate after removing the bond refunding amount is \$1.57 million (6.70%). Actual year-to-date results through June 2021 indicate an improvement in all revenue sources with the exception of fines, forfeitures and interest where the impact of declining and low interest rates has curtailed interest income on investments and undrawn CDA bond proceeds. In addition to proceeds from bond refunding, the revenue increase is driven by taxes, licenses and permits, intergovernmental, and miscellaneous revenue whereby the actual year to date exceed the expectations in the adopted budget.

The projected tax revenue increase of \$281K is a result of improved hotel motel tax and tax penalties and interest receipts. Tax penalties and interest receipts during FY 2021 exceeded the budget estimates due to the 2020 tax sale being cancelled due to COVID-19 which led to more properties available for tax sale and greater amounts due at the FY 2021 sale. Second, licenses and permits revenue is projected to increase \$100K as a result of an increase in building permit revenue associated with the Eastside School property redevelopment. Third, the intergovernmental revenue estimate experienced a net projected increase of \$826K due to a \$183K expected improvement in highway user revenue, \$189K of unbudgeted ARPA revenue, \$312K improvement in income tax revenue, \$278K of unbudgeted COVID-19 CARES Act revenue reduced by \$128K for an expected police department grant that was not awarded to the City and other smaller budget variations. Intergovernmental CARES Act revenue includes \$30K of allowable funding for lost revenue in ambulance services and ARPA revenue represents the revised budget estimate of allowable funding for lost revenue in general revenue accounts. Last, miscellaneous revenue estimates increased by \$455K primarily in the areas of

Local Government Insurance Trust (LGIT) cooperative health care cost surplus, surplus property sales and cell tower lease revenue. The City experienced a more favorable outcome than budgeted for LGIT COOP surplus, a favorable increase in the sale of surplus property and a one-time payment from US Cellular to bring its lease payments current.

Expenditures – The revised fiscal year 2021 expenditure estimate is \$6.77 million above the original adopted budget, with \$6.66 million attributed to refunding of bonds. The remaining net increase of \$110K is a result of several incremental increases and decreases. Increases are a result of \$232K CARES Act related expenditures for personal protective equipment, prevention of the spread of COVID-19, hazard pay, improvements for telework capabilities, and small business loans; an increase of \$181K for bond issuance costs, and timing differences among capital purchasing in public safety and recreation. These increases are offset by a reduction of \$240K for principal and interest payments forgone as a result of the bond refunding and timing of new debt issuance, as well as more favorable police and fire worker’s compensation costs, reduced police court time and academy training costs, reduced IT Department payroll costs, reduced snow removal chemical costs, and reduced Community Development temporary employee payroll. CARES Act expenditures include \$63K to general government, \$134K to Public Safety, \$30K to Community Development and Housing, \$3K to Recreation, and \$2K to Public Works.

Other financing sources/uses – The budget revision indicates a net increase of \$200K to other financing sources/uses. This net increase results from increases of \$6.5 million from proceeds of the anticipated bond refunding issuance, \$457K in bond premium, and \$124K fewer transfers out; reduced by \$102K proceeds from the new debt issuance, \$6.66 million for refunding bond escrow payment, and \$112K of interfund transfers revenue. Reductions to transfers out are a result of ARPA funding becoming available to the DDC and MPA for lost revenue.

Unassigned fund balance - The revised fiscal year 2021 budget reflects an increase to the City’s unassigned fund balance of \$1.4 million after adjusting for the budgeted \$550K increase in the restricted fund balance due to unspent bond proceeds. This result is the net effect of the above discussion. The table below depicts the general fund FY 2021 budget status through June 30, 2021.

City of Cumberland
FY 2021 Comparison to FY 2020 General Fund

	FY 2021			FY 2020		
	YTD Thru June 30	Adopted Budget	%age	YTD Thru June 30	Adopted Budget	%age
Revenues						
Taxes	\$13,501,941	\$12,701,280	106.3%	\$11,949,091	\$12,691,001	94.2%
Licenses & Permits	221,369	122,900	180.1%	123,466	127,600	96.8%
Intergovernmental	4,818,303	3,089,824	155.9%	3,546,014	3,643,261	97.3%
Charges for Services	1,639,737	1,569,450	104.5%	1,670,630	1,579,425	105.8%
Fines, Forfeitures & Interest	35,055	59,200	59.2%	99,037	66,100	149.8%
Miscellaneous	1,491,122	982,000	151.8%	751,409	618,800	121.4%
Financing Proceeds	9,092,267	2,240,474	405.8%	3,283,661	3,207,500	102.4%
Interfund Transfers	2,553,168	2,651,374	96.3%	1,785,723	1,976,352	90.4%
Total Revenue and other financing sources	33,352,962	23,416,502	142.4%	23,209,030	23,910,039	97.1%
Expenditures						
General Government	1,726,742	1,786,435	96.7%	1,822,254	1,850,672	98.5%
Public Safety	12,046,711	11,684,675	103.1%	10,820,358	12,717,910	85.1%
Public Works	2,685,823	2,740,055	98.0%	2,689,884	3,007,181	89.4%
Recreation	785,921	708,834	110.9%	793,051	986,579	80.4%
Community Dev & Housing	1,432,621	1,359,178	105.4%	1,345,405	1,372,088	98.1%
Debt Service	9,532,355	3,097,380	307.8%	2,817,781	2,801,865	100.6%
Operating Transfers	566,896	1,710,223	33.1%	1,270,939	1,065,431	119.3%
Total Expenditures and other financing uses	28,777,070	23,086,780	124.6%	21,559,672	23,801,726	90.6%
Surplus (Deficit)	\$ 4,575,892	\$ 329,722		\$ 1,649,358	\$ 108,313	
(Creation) utilization Restricted/nonspendable fund balance	(1,475,576)	(328,067)		(2,112,399)	(96,186)	
Increase (Decrease) in unassigned Fund balance	\$ 3,100,316	\$ 1,655		\$ (463,041)	\$ 12,127	

Revenue

- Actual year-to-date results through June 2021 compared to June 2020 indicate an improvement in tax revenue, intergovernmental revenue, miscellaneous revenue and interfund transfers offset by a decline in service revenue, and fines, forfeitures and interest revenue.
- Tax revenue – experiencing a net increase of \$1.55 million over last June. The increase results from greater real property and personal property corporate tax revenue, reduced property tax credits, increased tax penalties and interest collections, and a reduction in deferred tax revenue. Deferred tax revenue moved from negative \$488K to a positive \$395K providing for \$883K of the \$1.6 million increase. FY 2020 did not host a tax sale, whereas FY 2021 did. Tax sale accelerates the recoupment of taxes, penalties and interest receivables.
- Intergovernmental revenue – experiencing a net increase of \$1.27 million due to the timing of the State Highway User Revenue, income tax and unbudgeted COVID-19 ARPA and CARES Act revenue; reduced by police department grant revenue not awarded to the City, and timing of school resource officer and police protection revenues.
- Miscellaneous revenue increases over the prior year to date are attributed to surplus property sales, cell tower lease revenue and greater Local Government Insurance Trust (LGIT) cooperative health care cost surplus.
- Service revenue – decreases in police overtime and overtime reimbursements, rental registration revenue due to beginning of the year timing differences, and COVID-19 impacted recreation program revenues.
- Fines, forfeitures and interest – impacted by declining and low interest rates reducing interest income on investments and undrawn CDA bond proceeds.
- Financing proceeds include \$6.8 million utilized to refund existing bonds. The net financing proceeds of new debt are \$2.28 million.

- Interfund transfers – Sewer Fund Pilot is up by \$769K over the prior year primarily due to the completion of the CSO facility and air blower system.

Expenditures

- General government expenditures represent 96.7% of the annual budget compared to 98.5% through June, 2020. This is primarily attributed to lower costs among the Mayor's Office, City Solicitor, IT, Vehicle Maintenance, and Central Services departments; offset by higher costs among the Comptroller, City Administrator, City Hall, and Municipal Service Center departments. The IT department makes up the largest component with reduced personnel costs associated with one fewer employee on payroll following the retirement of Jon Daddysman in October 2020.
- Public Safety expenditures are higher by \$1.23 million due to COVID 19 expenditures, uniform officer payroll and benefits, CPD academy training, CFD overtime and health insurance, and the timing of capital expenditures over the prior year. Capital expenditures include eight police SUVs and CFD PPE.
- Recreation expenditures represent 110.9% of the annual budget compared to 80.4% thru June, 2020. Swimming pool expenses and revenue have exceeded expectation for the year as we allowed a 50% reduction in activity due to COVID-19. The pool was open much more than budgeted. Therefore, costs were higher than FY 2020 which saw a severe drop off of activity due to COVID 19. An unfavorable pool personnel variance of \$46K is partially offset by a \$29K favorable pool revenue variance.
- Operating transfer expenditures are lower in FY 2021 compared to FY 2020 due to the general fund capital project timing and activity level and a reduction to transfers out resulting from ARPA funding available to the DDC and MPA for lost revenue.

Health Care Claims Analysis

The table below compares our FY 2021 YTD health care plan status compared to FY 2020. Key points are as follows:

- Through June 30th, we have a \$912K surplus compared to \$1.1 million last year finishing with a performance ratio of 86.9% compared to 82.8% in the prior year.
- A key figure to watch 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.
- 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 set by looking back 18 months. The full year results from FY 2020 have a greater impact than partial FY 2021 results when establishing FY 2022 rates.
- FY 2022 health insurance rates are increasing 2.5%.

Comparison YTD Through June

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		
FY 2021	4,109,977	286,291	17,358	3,441,034	30,539	1,003,131	86.9%	22.5%	(225,704)	(91,320)	911,811
FY 2020	4,009,035	385,465	478,104	3,869,171	120,919	1,124,352	82.8%	22.5%	(252,979)	(28,164)	1,096,188

Final

Comptroller's Office

July 2021

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of July 2021.

On July 1, 2021, the City had a cash balance of \$20 million. Disbursements exceeded receipts by \$8 thousand resulting in a cash balance of \$20 million at July 31, 2021.

As of July 31, 2021, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund)						\$ 9,336,861
	Beg Balance	New Billings	Adjustments/		Bad Debt	Ending Balance
			Abatements	Collections		
FY 2022	\$ -	\$ 10,286,823	\$ -	\$ 2,497,330	\$ -	\$ 7,789,493
FY 2021	962,683	\$ 970	\$ (507)	\$ 92,066		\$ 871,080
FY 2020	457,065	-	(5,228)	23,487	-	428,350
FY 2019	74,662	22	-	68	-	74,616
FY 2018	60,537	22	-	22	-	60,537
FY 2017	28,248	-	-	-	-	28,248
FY 2016	25,402	-	-	-	-	25,402
FY 2015	24,103	-	-	460	-	23,643
FY 2014	14,265	-	-	-	-	14,265
FY 2013	9,414	-	-	-	-	9,414
FY 2012	5,651	-	-	-	-	5,651
FY 2011	3,172	-	-	-	-	3,172
Prior FY's	2,990	-	-	-	-	2,990
	\$ 1,668,192	\$ 10,287,837	\$ (5,735)	\$ 2,613,433	\$ -	\$ 9,336,861

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

Real property (non-owner occupied)	\$4,544,423
Non-Corp Personal Property	0
Corporate Personal Property	0
Real Property (semiannual payments)	3,245,070
Real Property (Half Year)	0
	<u>\$7,789,493</u>

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

Cash and Investment Summary		
July 31, 2021		
	Cash	Investments
Beginning Balance	\$ 20,067,270	\$ 12,888,962
Add:		
Cash Receipts	4,726,567	305
Investment Transfer	-	-
Less:		
Disbursements	4,734,927	-
Investment Transfer	-	-
Ending Balance	\$ 20,058,910	\$ 12,889,267
Restricted	\$ 12,517,671	\$ 6,987

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

Restricted Cash				
	7/1/2021	Increase	Utilization	7/31/2021
Police Seizures	\$ 105,158	\$ 11,790	\$ 5,895	\$ 111,053
Bowers Trust	50,709	-	-	50,709
Street Improvement	-	-	-	-
GOB 21	3,731,285	441	-	3,731,726
ARPA Funds	8,573,055	1,015	-	8,574,070
Other	50,113	-	-	50,113
	\$ 12,510,320	\$ 13,246	\$ 5,895	\$ 12,517,671

Restricted Investments				
	7/1/2021	Increase	Utilization	7/31/2021
DDC	\$ 6,987	\$ -	\$ -	\$ 6,987

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.

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

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 Combined Sewer Overflow (CSO) projects.

Available Bond Proceeds

	7/1/2021	Issue	Utilization	7/31/2021
CDA 2015	\$ 197,163	\$ -	\$ 11,450	\$ 185,713
CDA 2019	2,388,707	-	63,380	2,325,328
GOB 21	3,731,284	-	(442)	3,731,726
	\$ 6,317,155	\$ -	\$ 74,388	\$ 6,242,767

CSO Projects Debt Draws

	7/1/2021	Issue	Utilization	7/31/2021
Evitts Creek Debt	\$ 143,260	\$ -	\$ -	\$ 143,260
Evitts Creek Grant	-	-	-	-
78" Pipeline Debt	6,075,000	-	-	6,075,000
78" Pipeline Grant	46,338,080	-	-	46,338,080

The \$11K utilization of CDA 2015 was toward the ongoing WWTP blower building electrical switchgear. Of the \$63K utilized from CDA 2019, \$13K was toward the Baltimore Street access project, and \$50K was for a police SUV. The GOB21 \$442 balance increase in July was for interest earned.

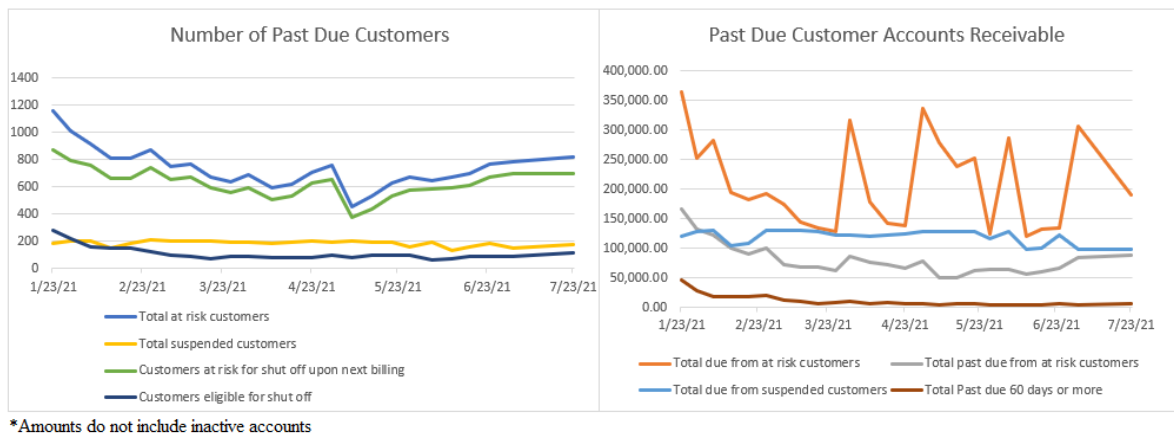
Phase 3 of the Evitts Creek CSO project is in the engineering phase with the majority of the necessary funding in place. Phase 4 planning phase costs are budgeted in FY 2022. The 78" pipeline project is budgeted to begin construction during FY 2022.

Utility Collections:

Total past due peak fluctuations continue to range from a high of \$88K to a low of \$50K on May 7th, 2021. This week demonstrates a new high in the recent five (5) months. As of July 23, 2021, the total past due 30 days or more is \$88K for 820 customers and an additional 178 customers suspended (\$99K past due). Past due from suspended customers remains fluctuating with no stable reduction overall.

There is an upward trend in customers at risk for shut off and those eligible for service termination. Compared to June 2021, 25 additional customers are eligible for service termination, up to 119 from 94. Amounts past due 60 days or more have increased by \$1K from \$5,400 to \$6,600.

The City continues to provide communications of where to seek financial assistance, collaborate with financial assistance providers and offer four (4) month payment plans.



COVID-19:

Funding

On March 11th, the U.S. President signed the American Rescue Plan Act (ARPA). The bill includes \$350 billion for state, local and tribal government relief and is said to be more weighted to states with lower population. The City is receiving \$19,595,850 (50% in the current year and the second half one (1) year after). On June 1, 2021, the first 50% was received in the amount of \$9,797,925. The U.S. Treasury issued guidance in May 2021 providing greater details on the eligible uses and priority of these funds in a 134-page guidance document called the Interim Final Rule. These are:

- **Support public health expenditures**, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic
- **Provide premium pay for essential workers**, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet

CARES Act funding previously received and utilized by the City totals \$633,750 for hazard pay, COVID-19 testing events, City Hall rotunda monitoring, software, unemployment claims, as well as lost revenue, and personal protective equipment to guard against COVID-19.

Funding

- Source and Utilization:

Funding Source	Amount	Utilization
Department of Justice Hazard Pay	39,559	39,559
Allegany County Health Department PPE	24,635	
General		18,440
Facilities and Equipment		6,195
US Stimulus Care Act Relief Lost Revenue	54,801	54,801
Allegany County CARES Act Passthrough	514,754	
Hazard Pay		231,118
City Hall Rotunda Monitor		7,714
Unemployment Claims		6,366
COVID Testing Events		18,014
Software		39,967
PPE		
General		32,709
Facilities and Equipment		128,867
Business Loan Program		50,000
CDBG	55,000	
Hazard (Premium) Pay		55,000
American Rescue Plan Act (ARPA)	19,595,850	
Respond to the health emergency		-
PPE		
General		-
Facilities and Equipment		-
Premium Pay		173,621
Revenue Loss		1,224,870
Infrastructure Investments		
Water		-
Sewer		-
Broadband		-
Total:	\$20,284,600	\$ 2,087,241

- Funds available for use.

Purpose	Amount	Utilization	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850		
Respond to the health emergency			
PPE			
General			
Facilities and Equipment			
Premium Pay		\$ 173,621	
Revenue Loss		\$ 1,224,870	
Infrastructure Investments			
Water			
Sewer			
Broadband			
Total:	\$19,595,850	\$ 1,398,491	\$18,197,359

Respectfully submitted,

Ken Tressler
Interim City Administrator/
Director of Administrative Services

sln

File Attachments for Item:

. Maintenance Division monthly report for August, 2021

MAINTENANCE DIVISION REPORT
August 2021

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

City Forester Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
AUGUST 2021**

- **POTHoles AND COMPLAINTS**
 - Patched potholes on 6 streets and 1 alley using 4 tons of hot mix asphalt
- **UTILITY HOLES**
 - Performed repairs of 14 Water Dept. utility holes with 147 tons of hot mix asphalt
 - Performed repair of 1 Sewer Dept. utility hole with .25 cy of concrete
- **TRAFFIC CONTROL SIGNS/STREET NAME SIGNS/HANDICAP PARKING SIGNS**
 - Repaired 3 Street Name signs
 - Install 2 Traffic Control signs
 - Repaired 5 Traffic Control signs
 - Installed 3 Handicap Parking signs
 - Removed 32 Handicap Parking signs
- **STREET SWEEPING**
 - 19 Loads
 - 263 miles
- **MISCELLANEOUS**
 - Completed 63 Work Orders
 - Cleaned Underpass, McMullen Bridge, Washington St. Bridge, Fayette St. Bridge, Cumberland St. Bridge 4 times.
 - Picked up 4 dead animals
 - Picked up trash/discarded items on 2 occasions
 - Cleaned Municipal Center shop twice a week
 - Completed large utility hole/water project using 97 tons of asphalt
 - Set out traffic control for multiple events
 - Performed preventative maintenance on Loader
 - Worked OT for National Night Out event

STREET MAINTENANCE - AUGUST 2021		8/2-8/6	8/9-8/13	8/16-8/20	8/23-8/27	8/30-8/31	TOTAL
SERVICE REQUEST COMPLETED		17	26	2	13	5	63
PAVING PERFORMED	Tons						0
CONCRETE WORK	Cy						0
UTILITY HOLES REPAIRED	Water	5	6	1	1	1	14
	Sewer		1				1
	Cy		.25cy				.25cy
	Tons	16t	34t	31t	62t	4t	147t
POTHOLES FILLED	Streets	6					6
	Alleys	1					1
	Days	3					3
	Cold Mix						0
	Tons	4t					4t
PERMANENT PATCH	Cy						0
	Tons						0
COMPLAINTS COMPLETED							0
	Cy						0
	Tons						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED		1		5		1	7
STREET NAME SIGNS REPAIRED/INSTALLED		1		1		1	3
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
		2				1	3
		9		8		15	32
PAINTING PERFORMED	Blue	2	1			1	4
	Yellow						0
	Red		1		1		2
PAVEMENT MARKINGS INSTALLED	No.		2		2		4
STREET CLEANING	Loads	8	9	0	2	0	19
	Miles	100	132	0	31	0	263
SWEEPER DUMPS HAULED TO LANDFILL	Tons			7.64t			7.64t
STREET MILLING	Days						0
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1		4
SALT BARRELS	Days						0
SNOW REMOVAL	Days						0
CLEAN SNOW EQUIPMENT	Days						0
SHOVEL & SALT SIDEWALKS	Days						0
BRUSH REMOVAL/TREE WORK	Areas	5	18	1	13	4	41
CHECK DRAINS/CLEAR DEBRIS	Days			1		1	2
STREET TRACTOR MOWING	Days					2	2
LEAF PICK UP	Loads						0

Picked up trash/discarded furniture on 2 occasions

Picked up 4 dead animals

Completed large utility hole/water project using 97 tons of hot mix asphalt

Set out traffic control, cones, No Parking signs for multiple events

Performed preventative maintenance and cleaned Loader @ Municipal Center

Worked OT for National Night Out event

Cleaned Municipal Center shop twice a week

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
AUGUST 2021**

- Constitution Park , Mason's Complex and Area Parklets
 - Cleaned up garbage 3 times a week
- Parks & Parklets Mowing
 - Constitution Park
 - Mowed 13 days
 - Mason's Complex
 - Mowed 10 days
 - Parklets
 - Mowed 11 days
- Ball Fields
 - Flynn Field
 - Mowed 2 times
 - Drug 2 times
 - Lined 4 times
 - Northcraft Field
 - Mowed 2 times
 - Drug 2 times
 - Lined 3 times
 - Nonneman Field
 - Mowed 1 time
 - Drug 2 times
 - Lined 2 times
 - Cavanaugh Field
 - Mowed 2 times
 - Abrams Field
 - Mowed 1 time
 - Long Field
 - Mowed 2 times

- JC Field
 - Mowed 2 times
- Bowers Fields
 - Mowed 2 times
 - Lined 3 times (football)
- Galaxy Field
 - Mowed 2 times
 - Lined 4 times
- United Field
 - Mowed 2 times
- Nonneman Soccer Field
 - Lined 4 times
- Nonneman Junior Soccer Field
 - Lined 4 times
- Northcraft Peewee Soccer Field
 - Lined 2 times
- Miscellaneous Work
 - Performed basic housekeeping @ Municipal Building
 - Cleaned & disinfected the Craft House & Activities Building several times
 - Performed preventative maintenance on mowers, trimmers & blowers
 - Prepared feed & bedding for ducks & geese @ the Duck Pond
 - Cleaned & performed preventative maintenance on Park & Rec vehicles
 - Made repairs to bathrooms @ Mason's Complex & Constitution Park
 - Cleaned up graffiti and fixed vandalized equipment @ Constitution Park, Mason's Complex, JC Field
 - Worked OT on weekends for trash pick-up, pavilion readiness & concerts
 - Worked OT for National Night Out event

Fleet Maintenance

August 2021

Total Fleet Maintenance Projects	149
Central Services	4
Community Development	3
DDC	0
Engineering	7
Fire	18
Flood	1
MPA	0
P & R Maintenance	7
Police	19
Public Works	0
Sewer	8
Snow Removal	0
Street Maintenance	26
Vehicle Maintenance	14
Water Distribution	20
Water Filtration	0
WWTP	0
Scheduled Preventive Maintenance	19
Service Calls	3
 Total Work Orders Submitted	 9
 Risk Management Claims	 0
 Fork Lift Inspections	 0

**CITY FORESTER
MONTHLY REPORT
AUGUST 2021**

Shade Tree Commission Meeting – Coordinated and attended the Shade Tree Commission's August Meeting on August 3, 2021.

2021 Removal-Pruning-Stump Grinding Contract – Finalized the 2021 Removal-Pruning- Stump Grinding Contract for bid.

2021 Flood Wall Herbicide Contract – Assisted Tim with contacting a licensed pesticide applicator for another price quote for the 2021 Flood Wall Herbicide Contract.

August Tree Removals and Prunings – Coordinated with Jason to have Blaine to remove 40 trees and Prune 85 trees in August.

August Tree Complaints and Tree Issues – Resolved and/or addressed 59 tree complaints and tree issues in August.

Allegany County Forestry Board Meeting – Attended the Allegany County Forestry Board Meeting on August 18th to update them on the ECWC Timber harvest and timber sale.

Let's Beautify Cumberland – Attended the LBC meeting on August 19th to distribute more detailed information on the Bee City USA requirements and application.

Saluting Branches – Attended meeting with Adam Pritts, Wright Tree Company, Becky Wilson, MD DNR, and Jackie Rogers, Rose Hill Cemetery Committee Chair, on August 26th, to discuss the Saluting Branches project scheduled for September 22nd. This project will utilize volunteers to remove dead and dying trees from the Rose Hill Cemetery.

File Attachments for Item:

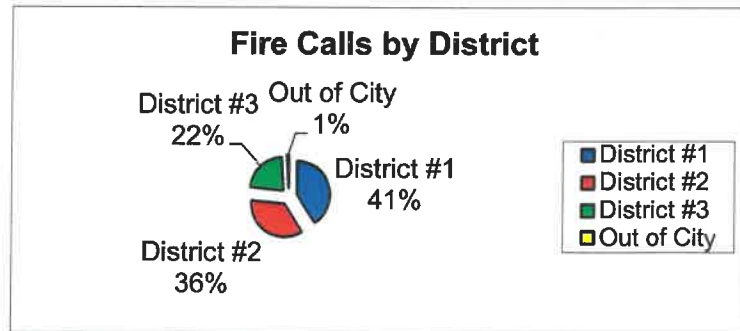
. Fire Department monthly report for August, 2021

REPORT OF THE FIRE CHIEF FOR THE MONTH OF AUGUST, 2021
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 117 Fire Alarms:

Responses by District:

District #1	63
District #2	26
District #3	26
Out of City	2
	<hr/> 117



Number of Alarms:

First Alarms Answered	116
Working Alarms Answered	1
	<hr/> 117

Calls Listed Below:

Property Use:

Public Assembly	4
Educational	4
Institutional	8
Residential	67
Stores and Offices	7
Manufacturing	1
Industrial	1
Undetermined	1
Special Properties	24
	<hr/> 117

Type of Situation:

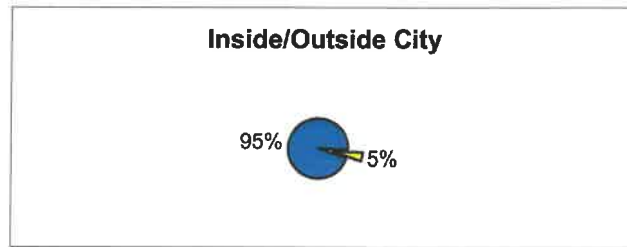
Fire or Explosion	10
Overpressure, Rupture	1
Rescue Calls	58
Hazardous Conditions	16
Service Calls	6
Good Intent Calls	17
False Calls	9
	<hr/> 117

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in August:	\$0.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	\$0.00
Total Fire Service Fees for Fire Calls Paid in August:	\$0.00
Total Fire Service Fees for Fire Calls Paid in FY2021:	\$955.92

Fire Service Fees for Inspections and Permits Billed in August:	\$400.00
Fire Service Fees for Inspections and Permits Paid in August:	\$0.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$50.00

Cumberland Fire Department Responded to 515 Emergency Medical Calls:

In City Calls	466
Out of City Calls	<u>49</u>
Total	515



Total Ambulance Fees Billed by
Medical Claim-Aid in August: \$162,067.57

Ambulance Fees Billed Fiscal Year to Date: \$223,080.50

Ambulance Fees Paid:
Revenue Received in August: \$119,906.00

Revenue:
FY2022 Ambulance Fees Paid in FY2022: \$69,265.05

All Ambulance Fees Paid in FY2021: \$239,579.49
(Includes current and previous fiscal years, paid in FY2022.)

Cumberland Fire Department Provided 6 Paramedic Assist Calls:

1 Paramedic Assist Calls within Allegany County	
<u>5 Paramedic Assist Calls outside of Allegany County</u>	
6	
Cresaptown VFD	1
Fort Ashby VFD, WV	2
Ridgeley VFD, WV	2
Short Gap VFD, WV	<u>1</u>
	6

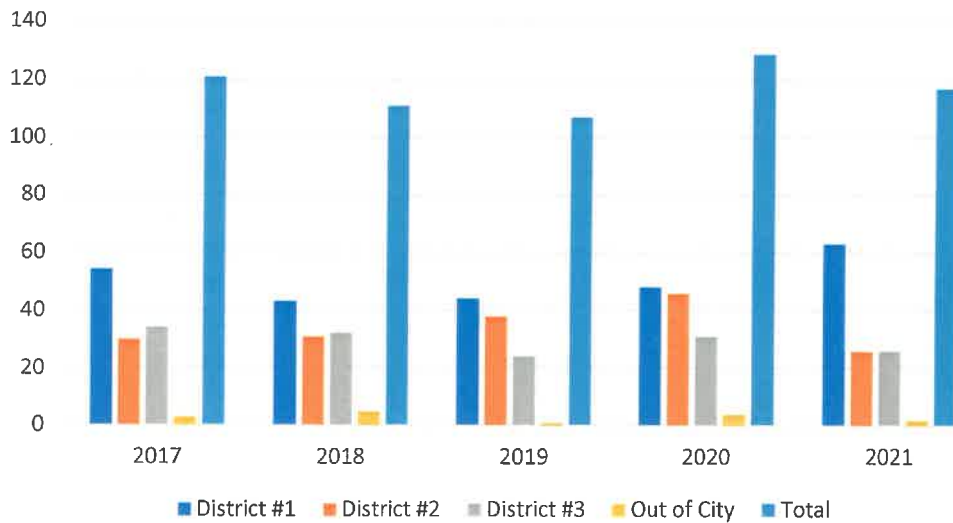
Cumberland Fire Department Provided 43 Mutual Aid Calls:

3 Mutual Aid Calls within Allegany County	
<u>40 Mutual Aid Calls outside of Allegany County</u>	
43	
Bowman's Addition VFD	34
Corriganville VFD	1
Cresaptown VFD	4
District #16 VFD	<u>1</u>
	40
Hyndman Area Rescue Squad, PA	1
Ridgeley VFD, WV	1
Short Gap VFD, WV	<u>1</u>
	43

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

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
District #1	54	43	44	48	63
District #2	30	31	38	46	26
District #3	34	32	24	31	26
Out of City	<u>3</u>	<u>5</u>	<u>1</u>	<u>4</u>	<u>2</u>
Total	121	111	107	129	117

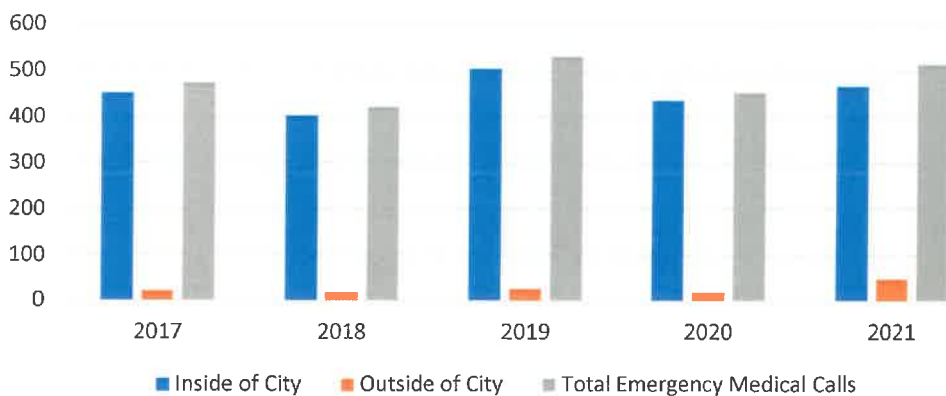
Fire Calls for a 5-Year Period



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

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Inside of City	451	402	504	435	466
Outside of City	<u>23</u>	<u>19</u>	<u>27</u>	<u>18</u>	<u>49</u>
Total Emergency Medical Calls	474	421	531	453	515

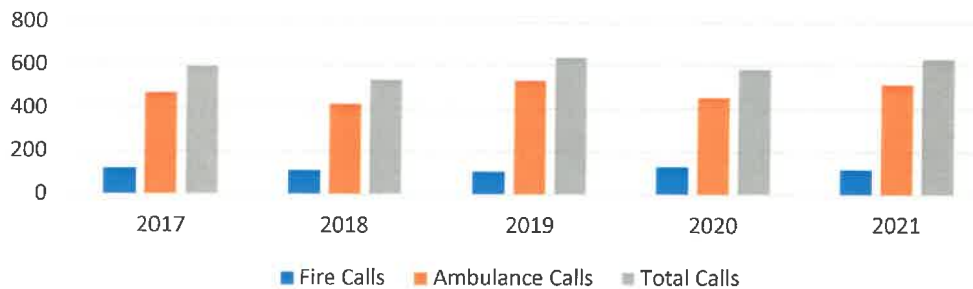
Ambulance Calls for a 5-Year Period



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

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Fire Calls	121	111	107	129	117
Ambulance Calls	<u>474</u>	<u>421</u>	<u>531</u>	<u>453</u>	<u>515</u>
Total Calls	595	532	638	582	632

Fire and Ambulance Calls for a 5-Year Period



Training

Training Man Hours:	324.50
Training Listed Below:	
Discuss Safety Issues	14.00
Employee Evaluations	24.00
Apparatus Check Procedures	88.00
Ladder Testing	38.50
Inservice Inspections	8.00
General Driver Training	3.00
Drug Box Inventory	9.50
Heat Related Emergencies	5.50
Handle With Care Training	11.50
Nebulized Albuterol	1.00
Fire Behavior	7.50
Firefighter II Class	32.00
General Fire Prevention	21.00
Post Incident Review	15.00
Hose Maintenance	3.00
Meters	5.00
Lightning Strike Fires	18.00
May-Day Procedure	11.00
Water Rescue	9.00
	<hr/>
	324.50

Fire Prevention Bureau

Complaints Received	4
Conferences Held	14
Correspondence	21
Inspections Performed	8
Investigations Conducted	3
Plan Reviews	2
Public Education	2
Burning Permits Issued	6

Statistics Compiled by Julie A Davis, Fire Administrative Officer

File Attachments for Item:

. Police Department monthly report for August, 2021



City of Cumberland Department of Police

Monthly Report
August 2021



City of Cumberland Department of Police

Monthly Report

August 2021

Part 1 Crimes for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Aggravated Assaults	7	20	B & E (All)	19	12	Murder	0	0	Rape	0	1
Robbery	4	1	Theft - Felony	3	1	Theft - Vehicle	0	2			

Selected Criminal Complaints for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Theft - Misdemeanor	23	20	Theft - Petty	29	21	Domestic Assaults	36	31	CDS	70	37
Disturbances	148	148	DOP/Vandalism	24	20	Indecent Exposure	0	1	Sex Off - Other	4	2
Suicide	0	0	Suicide - Attmpt.	0	1	Tampering M/V	0	0	Abuse - Child	3	1
Trespassing	15	22	Assault on Police	0	3	Assault Other	25	42			

Selected Miscellaneous Incidents for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Alcohol Volations	25	7	Juvenile Compl.	19	25	Missing Persons	10	9	School Resource	0	131
School Threat	0	0	Sex Off. Regist.	8	3	Truancy	0	2	Death Investigation	3	5

Selected Traffic Incidents for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
DWI	7	4	Hit & Run	20	19	M/V Crash	51	37	Traffic Stop	345	300

Selected Service Calls for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Alarms	57	45	Assist Motorist	29	51	Check Well-Being	98	122	Foot Patrol	83	78
Assist Other Agency	65	66	Bike Patrol	0	1	Special Events	4	3	Suspicious Activity	77	72

Current Incident Status for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
Open	14	77	Arrest	280	252	Closed	2015	2002	Suspended	57	47



City of Cumberland Department of Police

Monthly Report

August 2021

Arrests Totals for the Month

	2020	2021		2020	2021		2020	2021		2020	2021
M/V Citations	46	47	M/V SERO	0	4	M/V Warnings	308	249	Arrest on View Adult	36	37
Arrest On Crim. Cit.	38	19	Arrest Summons	45	25	Arrest Warrant Adult	34	60	Adult Crim.	153	156
Arrest Summon (Chrg)	28	21	Arrest Warrant (Chrg)	14	19	Juvenile Crim.	29	23	Arrest on View Juv	23	19
Arrest Warrant JUV	2	0	Emer. Petition	74	57	Fingerprinting	0	2	RunAway & Miss Per.	13	8
Civil Citation	4	19									

Total Incidents Reported :

2020	2021
2,366	2,378

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

AUGUST 2021

SWORN PERSONNEL: 49 SWON OFFICERS

Administration	5 officers
Squad D1	10 officers
Squad N1	9 officers
Squad D2	8 officers
Squad N2	9 officers
C3I/C3IN	5 officers
School Resource	1 officer
Academy	2 recruits

CIVILIAN EMPLOYEES: 6 full time, 10 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	1 part time
Safe Streets Coordinator	1 full time*
CPD Patrol Assistant	1 full time
CPD Crime Analyst	1 full time*
CPD Maintenance	1 part time
C3IN Office Associate	1 part time**
C3I Office Associate	1 part time**
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
Code Enforcement	3 part time

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 992.125	YEAR TO DATE (beginning 07/01/21): 2334.375
COMP TIME USED: 166.125	YEAR TO DATE (beginning 07/01/21): 377.125
SICK TIME USED: 8	YEAR TO DATE (beginning 07/01/21): 85.25

OVERTIME REPORT

OVERTIME WORKED: 158.75	YEAR TO DATE (beginning 07/01/21): 393.5
HOSPITAL SECURITY: 80	YEAR TO DATE (beginning 07/01/21): 256.5
COURT TIME WORKED: 432	YEAR TO DATE (beginning 07/01/21): 1023

File Attachments for Item:

. Utilities Division Flood/Water/Sewer monthly report for July and August, 2021

Utilities Division Activity Report for July 24 WATER[illegible]

Watershed					
Interstate 68 - removed trees from access road/trimmed trees/brush hogged Checked job @ dam for removing trees around the plant Performed maintenance on pole saws/chainsaws/weed eaters/brush hog/tractor Lake Gordon Rd - trimmed trees & removed brush Mowed from Davidson St to pump station Met Marty & Rick @ 884 Lake Gordon Rd to investigate water issue Picked up cold mix @ Keystone Lime Leveled fill dirt @ dump site Cleaned 379 Removed pump motor & reset @ WWTP Mowed 36" main & trimmed trees - Frederick St Mowed All Co of MD field Mowed sewer line - Creek Rd Mowed Frazer Lake Trimmed trees, weed eated, painted valve boxes & curb boxes & meter boxes - Bedford Rd Mowed AES line, Uhl Hwy & bank property Weed eated, trimmed trees, replaced line markers on AES line Painted valve boxes & meter boxes & blow-offs - Bedford Rd & Rt 68 Brush hogged, weed eated, installed main markers - AES line Golden Ln - trimmed trees, weed eated, painted valve boxes/curb boxes/meter boxes/manhole covers (several days) Installed main marking post on AES line Trimmed trees, weed eated, marked valve boxes - AC of MD field to Uhl Hwy Brush hogged fire gates 1-4 & culvert gate @ dam Marked valves on BW tank line Brush hogged fire roads, removed trees, weed eated @ dam Brush hogged boat ramp gate & the point gate, removed trees & weed eated Trimmed trees & weed eated Uhl Hwy/Growden Rd/Narrow Ln/Evitts Creek Rd Evitts Creek Rd - Cleared out fire road to Lake Gordon (across from Terry Nixon's) Brush hogged emergency road from dam Used crane truck to remove and install lifter pumps at the WWTP Leveled dump site @ park Mowed and cleared debris from fire roads (several days)					
Projects					
Projects					0
GRAND TOTAL					1160

July 2021 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates

Check sewage regulators

Safety meeting

Mowed Rt. 28 ditch, West Levee ditch, narrows, viaduct, Dentist Office, Furlows,

Bull pen, moose, Kelly Blvd. mill race, Rt. 28 levee, West levee, and mowed all fields.

Preform other maintenance work as required

SEWER BRANCH

Calls answered	13
Service lines opened	3
Owner's trouble	10
Traced lines/main	405
Mains Repairs/ Replace	3
Sewer taps installed/replaced	0
Cleaned catch basins	30
Cleanouts installed	3
Televised sewer mains	0 FEET
Televised sewer lines	0
Call outs/ overtime	12 callouts/ 18 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	0
Flushed mains	6,653 Feet
Gallons of water used	12,000 Gals.
608 Vac-con truck	6,000 Gals.

605 Flush truck

6,000 Gals.

Safety meeting

North Terrace installed riser

S. George and Union St. repaired catch basin

Virginia Ave. repaired catch basin

Glenwood St. repaired catch basin

Greene St. replaced manhole cover

651 Greene St. repaired sewer main and added C/O

926 Maryland Ave repaired sewer service line and added C/O

cleaned storm drains at service center

mason complex cleaned sump well

W.W.T.P. excavate to inspect sewer main

Hydro 2 sites (sewer)

Hydro 6 sites (water)

Utilities Division Activity Report for August 21 WATER

REQUEST	W/E 8/6/21	W/E 8/13/21	W/E 8/20/21	W/E 8/31/21	MONTHLY TOTALS
Service Technicians					
NON READS/Go backs	11	32	36	43	122
FINAL READS/TURN ONS/SHUT OFFS & DEMOS	2				2
LEAK INVESTIGATIONS/turn off-on	6	6	9	13	34
METER/STOP INVESTIGATIONS	8	15	1	8	32
REPAIR WIRING/GET READING		2			2
ORANGE TAG FOR REPAIRS	4	10	3	6	23
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	55	49	35	39	178
TURN WATER OFF					0
NONPMT/BAD CK/AGREE SHUT OFFS	69	41	35	28	173
SHUT OFF RECHECKS	30	58	44	20	152
REPLACE/REPAIR METER/LID/VALVE					0
DIRTY WATER/ODOR					0
SVC SEPARATIONS/INVESTIGATIONS		3			3
INSTALL COUPLERS/PLUGS/LOCK	2	1		3	6
NEW METER	2	5	1	7	15
METER FIELD TESTS-Residential	2	4		1	7
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out					0
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED	1				1
PRESSURE CHECK/NO WATER/DIRTY WATER				1	1
MOVE METERS OUTSIDE/READINGS	10	11		4	25
SP Change Outs/Repairs/Reactivates/Move	12	18		11	41
Replace/Reattach smartpoint antenna	1				1
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO	10	11		4	25
HYDRANT/IRRIGATION METER					0
Total					843
Pipe Technicians					
LINE LOCATOR	121	112	119	87	439
TAPS SERVICED	5	6		4	15
LEAKS REPAIRED	1		1		2
634 N MECHANIC - INSTALLED 2" RISER	3				3
801 LAFAYETTE - INSTALLED 2" RISER	3				3
REPLACED HYD - VALLEY @ LENA	4				4
INVESTIGATED HYDS VALVED FOR DIG UPS	3				3
INVESTIGATED LEAK - SPERRY TERR	3				3
INVESTIGATED WHEEL VALVE-NECESSITY ST	3				3
COLD MIXED DRIVEWAY - 529 FORT AVE	3				3
CLEANED & GREASED PAYLOADER	3				3
CHECKED HOLES NEEDING COLD MIX	3				3
REPAIRED FENCE AROUND DUMP SITE/PARK	3				3
REPLACED WHEEL VALVE - NECESSITY ST		3			3
TURNED ON FIRELINE VALVE/DEXTER PL		3			3
LOCATES-QUEEN CITY DR/CENTRE/WINTON PL		2			2
REPLACED HYD - 225 MAPLE ST		4			4
CLEANED TOOLS & TRUCK 306		3		3	6
UNLOADED HYDS		3			3
ASSISTED IN SERVICING CLOW HYDS @ YARD		3			3
LOCATED CURB BOXES/CHESTNUT & MULLIN		3			3
CRANE TRUCK - ASSIST @ WWTP		2			2
MAIN REPLACEMENT/WINSTON @ IND BLVD			19	22	41
LEAK INVESTIGATION - KIEFER AVE (SEWER)				3	3
531 PATTERSON - TOPSOILED				2	2
CLEANED WAREHOUSE/REMOVED TRASH				3	3
WORKED ON MANHOLE - GREENE ST				4	4
PUSHED UP STONE @ WAREHOUSE				4	4
MAINTENANCE & CLEANING #304				4	4
					0

[illegible]

August 2021 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates

Check sewage regulators

Safety meeting

Mowed Rt. 28 ditch, West Levee ditch, narrows, viaduct, Dentist Office, Furlows,

Bull pen, moose, Kelly Blvd. mill race, Rt. 28 levee, West levee, and mowed all fields.

Cleaned field #3

Preform other maintenance work as required

SEWER BRANCH

Calls answered	8
Service lines opened	1
Owner's trouble	7
Traced lines/main	392
Mains Repairs/ Replace	2
Sewer taps installed/replaced	0
Cleaned catch basins	25
Cleanouts installed	1
Televised sewer mains	182 FEET
Televised sewer lines	0
Call outs/ overtime	8 callouts/ 16 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	0
Flushed mains	3,455 Feet
Gallons of water used	12,500 Gals.

608 Vac-con truck 5,000 Gals.

605 Flush truck 7,500 Gals.

Safety meeting

529 Fort Ave sewer service repair

529 Fort Ave installed C/O

MD 51 plugged off 10" storm line hit by water

Dept.

S George @ Union St. cut steel on angle so tire would not hit it.

Centre St. flush and vac sewer main

Furlows flush and vac storm line

VanBuren uncover manhole

Cleaned storm basins (service center)

Hydro 5 sites (sewer)

Hydro 4 sites (water)

File Attachments for Item:

1. Approval of the Closed Session Minutes of June 8, 2021

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, June 8, 2021; 5:10 p.m.

The Mayor and City Council convened in open session at 5:27 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (3) & (9) of the General Provisions Article of the Annotated Code of Maryland to discuss the potential acquisition of a property located along Messick Road, and to discuss collective bargaining negotiations with the UFCW Local 1994, representing members of the Cumberland Police Department.

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

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

Council Member Eugene Frazier was absent.

ALSO PRESENT: Ken Tressler, Interim City Administrator; Mike Cohen, City Solicitor; Marjorie Woodring, City Clerk; Charles Tement, Chief of Police; Mark Gandolfi, City Comptroller; Matt Miller, Executive Director-CEDC; Stu Czapski, CEDC Economic Development Specialist.

File Attachments for Item:

1. Public Hearing - to consider Ordinance No. 3900 authorizing the issuance and sale of general obligation debt in the aggregate principal amount not to exceed \$7,300,000 to be issued under the MD Local Government Infrastructure Financing Program to provide all or a portion of funds to finance and/or refinance costs identified as A) office equipment and information technology improvements, equipment and software; B) new and/or replacement vehicles and vehicle improvements/equipment; C) facility and infrastructure improvements; D) street improvements; and/or E) water system, sewer system and flood control improvements and equipment; as well as fund reserves and/or pay costs of issuance and other related costs

NOTICE OF PUBLIC HEARING

The Mayor and City Council (the “Mayor and City Council”) of Mayor and City Council of Cumberland (the “City”), will hold a public hearing to consider an Ordinance authorizing the issuance and sale of general obligation debt in an aggregate principal amount not to exceed \$7,300,000.00 (the “Bonds”) to be issued under the State of Maryland’s Local Government Infrastructure Financing Program, pursuant to the authority of Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the “Act”). The purpose of the Bonds is to provide all or a portion of the funds necessary to (i) finance and/or refinance costs of certain projects identified as follows: (A) office equipment and information technology improvements, equipment and software (including, without limitation, WiFi access points and replacement of SAN drives), (B) new and/or replacement vehicles (including, without limitation, patrol vehicles, administration vehicles, utility vehicles, light and heavy duty trucks, sport utility vehicles, bobcats and a ladder truck) and vehicle improvements/equipment for use by various City departments, including the Police, Fire, Public Works, Vehicle Maintenance, Street, Parks & Recreation, Water Distribution, Sanitary Sewer, and Flood Control Departments, (C) facility and infrastructure improvements (including, without limitation, elevator improvements at City Hall, other City building improvements, one or more pole buildings, park and playground improvements, community enhancement improvements, bridge projects, and wastewater treatment plant roof replacement/improvements), (D) street improvements (including, without limitation, paving/repaving and intersection light improvements), and/or (E) water system, sewer system and flood control improvements and equipment (including, without limitation, SCADA system equipment and improvements, filter media, DAF clarification compressors, cross connections program improvements, hydrant/valve replacement, water main replacements, leak detection systems, reservoir cover replacement, and influent screen design and construction), (ii) fund reserves, and/or (iii) pay costs of issuance and other related costs of the Bonds, subject to the further provisions of such Ordinance. The Ordinance provides that the Mayor of the City, with the advice of certain City officials and the Community Development Administration, may determine prior to issuance of the Bonds not to finance or refinance from Bonds proceeds costs of any of the projects identified in the Ordinance.

PLACE OF MEETING: Council Chambers (Room 212), City Hall, 57 N. Liberty Street, Cumberland, Maryland 21502

TIME: 6:15 p.m.

DATE: Tuesday, September 21, 2021

This public hearing is required by the Act. The Ordinance may be passed (i) as introduced or (ii) as amended, either at the Mayor and City Council meeting held on the same day as and following the public hearing or at a subsequent Mayor and City Council meeting.

The Ordinance will become effective upon its passage by the Mayor and City Council, provided that, the qualified voters of the City will have the right to petition the Ordinance to referendum in accordance with City Charter Section 82A(c) so long as the petition is filed not later than 20 days after the Ordinance is passed. Although City Charter Section 82A(c) provides for a referendum

petition relating to a bond ordinance to be filed within 30 days of passage of the bond ordinance, the provisions of Section 4-232(b) of the Act specifying the 20 day period in which any referendum petition must be filed control with respect to the Ordinance.

WRITTEN PUBLIC COMMENTS MAY BE SUBMITTED TO: Marjorie A. Woodring, City Clerk, City Hall, 57 N. Liberty Street, Cumberland, Maryland 21502 or by e-mail at: Margie.woodring@cumberlandmd.gov, by 3:00 PM on September 21, 2021. Any questions concerning this public hearing should be addressed to Ms. Woodring at (301) 759-6447 or the e-mail address provided.

File Attachments for Item:

1. Ordinance No. 3896 (*2nd and 3rd Readings*) - to repeal and re-enact with amendments Article II of Chapter 14 pertaining to noise nuisances

ORDINANCE NO. 3896

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT WITH AMENDMENTS ARTICLE II OF CHAPTER 14 (SECTIONS 14-30 TO 14-35) OF THE CUMBERLAND CITY CODE PERTAINING TO NOISE NUISANCES FOR THE PURPOSE OF SUBSTITUTING SUBJECTIVE STANDARDS WITH OBJECTIVE STANDARDS AND ENACTING PROVISIONS RELATED THERETO."

WHEREAS Article II of Chapter 14 (sections 14-30 to 14-35) pertaining to noise nuisances includes subjective standards for determining what is a noise nuisance;

WHEREAS, these provisions have been difficult to enforce as noises which are objectionable to some people are not objectionable to others;

WHEREAS, this Ordinance provides for the replacement of subjective standards with objective decibel measurements as the means for determining whether a noise constitutes a noise nuisance; and

WHEREAS sound is measurable by decibel meters.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Article II of Chapter 14 of the Cumberland City Code, i.e., Sections 14-30 to 14-35, inclusive, are repealed and reenacted, with amendments, to read as is set forth in the Exhibit A attached hereto.

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

Passed this ____ day of _____, 2021.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

Sec. 14-30. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial Area means any area within the corporate limits of the city which lies within any of the following zones: business local (B-L), business highway (B-H), central business district (B-CBD), business commercial (B-C), gateway-commercial (G-C), or gateway-industrial (G-I). Commercial uses which are adjacent to residential uses are deemed to be located within residential areas provided the residential property was in use as such before the commercial property was in use as such.

Day or daytime hours means 7 a.m. to 10 p.m. weekdays and 8:00 a.m. to 10:00 p.m. weekends.

dBA is the abbreviation for the sound level in decibels determined by the A-weighting network of a sound level meter or by calculation from octave band or one-third octave band data.

Decibel (dB) means a unit of measure equal to ten times the logarithm to the base ten (10) of the ratio of the square of the sound pressure to the square of a standard reference pressure. For the purpose of this subtitle, 20 micropascals shall be the standard reference pressure.

Emergency means (i) the restoration of public utilities and an occurrence or set of circumstances involving actual or imminent physical trauma, property damage or (ii) the restoration and repair of public utilities demanding immediate attention.

Impulse noise means a transient noise that arises as a result of a sudden release of energy into the atmosphere.

Industrial area means any area within the corporate limits of the City which lies within an industrial general (I-G) zone.

Industrial area means any area within the corporate limits of the City which lies within an industrial general (I-G) zone.

Law enforcement officer means any sworn police officer of the city, the sheriff's department of the State of Maryland.

Night or nighttime hours means 10:00 p.m. to 7:00 a.m. and 10:00 p.m. to 8:00 a.m. weekends.

Noise means the intensity, frequency, duration, and character of sound, including sound and vibration of sub-audible frequencies.

Noise pollution means the presence of noise of sufficient loudness, character, and duration, which whether from a single source or multiple sources, is, or may be predicted with reasonable certainty to be, injurious to health or which unreasonably interferes with the proper enjoyment of property or with any lawful business or activity. Only those noises which exceed the decibel measurements set forth hereinafter shall be deemed to be noise pollution.

Residential area means any area within the corporate limits of the city which lies within the following zoning districts: estate residential (R-E), suburban residential (R-S), a urban residential (R-U), a residential office (R-O) or a planned development floating zone (PD). Residential area also means property adjacent to a residential use, provided the residential use was occurring prior to the neighboring commercial or industrial use.

Shooting range or range means indoor shooting range.

Sound means a vibration of sufficient intensity to cause another person to be aware of such vibration by the sense of hearing.

Substantial change in the nature of the use means the current primary use of the range no longer represents the activity previously engaged in at the range. Substantial change in the nature of the use does not include: (i) a mere increase in the frequency or number of shots; (ii) the repair, remodeling, or reinforcement of a building or structure that is needed to ensure public safety or to secure the continued use of the building or structure; (iii) the expansion or increase in the membership or use of the shooting range, (iv) the reconstruction, repair, restoration, or resumption of the use of the range after it is damaged, provided the reconstruction, repair, restoration, or resumption of the use of the range is completed not more than one (1) year after the date of the damage to the building or the settlement of the property damage claim.

Sec. 14-31. - Findings; declaration of nuisance.

The activities proscribed under this article are deemed to be contrary to the health, safety and well-being of the residents of the city. All such activities are declared nuisances (and deemed to be noise pollution) which are to be controlled and abated pursuant to this article.

Sec. 14-32. – Noise pollution standards.

- (a) *General.* Except as otherwise provided in the following subsections, noise pollution is prohibited if the noise exceeds the limits set forth in the table below,

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D		67	55
N			55

- (b) *Construction/demolition.* A person may not cause or permit noise levels emanating from construction or demolition site activities which exceed:
- (1) 90 dBA during daytime hours.
 - (2) The levels specified in Table 1 during nighttime hours.
 - (3) A person may not cause or permit the emission of prominent discrete tones and periodic noises which exceed a level which is 5 dBA lower than the applicable level listed in the table above.
- (c) *Vibration.* A person may not cause or permit, beyond the property line of a source, vibration of sufficient intensity to cause another person to be aware of the vibration by such direct means as sensation of touch or visual observation of moving objects. The observer shall be located at or within the property line of the receiving property when vibration determinations are made.
- (d) *Off-road vehicles.* A person may not operate or permit to be operated an off-road internal combustion engine powered recreational vehicle, including, but not limited to, a dirt bike, an all-terrain vehicle, a go-cart, a snowmobile, or a similar vehicle, on private property closer than 300 feet to a neighboring residence or the associated curtilage, without the written permission of the affected resident, unless the vehicle can be operated within the noise limits specified in the table set forth in subsection (a) above.

(e) *Residential areas.* Within any area abutting a property used for residential purposes unless the area is used for large-scale commercial or industrial uses, the following activities are prohibited if they produce audible sound beyond the property line of the property on which they are conducted or from the public right-of-way:

- (1) The operation of power tools or equipment during nighttime hours.
- (2) The operation of any device for killing, trapping, attracting or repelling insects or other pests during nighttime hours.
- (3) The sounding, of any bell, chime, siren, whistle or similar device during nighttime hours except:
 - a. To alert persons to the existence of any emergency, danger or attempted crime.
 - b. The use for noncommercial purposes of one (1) or more bells or chimes which do not exceed ninety (90) seconds in duration in an hour.
 - c. Whistles used in manufacturing purposes to alert workers of shift changes or other conditions within the work site.
- (4) The operation or playing of any radio, television, drum device for the playing of recorded music or musical instrument during nighttime hours
- (5) The construction, repair, remodeling, demolition, drilling or excavation work during nighttime hours.
- (6) The operation or use between of any loudspeaker, sound amplifier, public address system or similar device used to amplify sounds during nighttime hours.
- (7) The creation of a loud, unnecessary noise in connection with the loading or unloading of any vehicle or the opening and closing or destruction of bales, boxes, crates or other containers.
- (8) Yelling, shouting, hooting, whistling and singing during nighttime hours.
- (9) The keeping of any animal or bird which disturbs the comfort or repose of any persons in the vicinity by causing frequent or long continued noise.

(d) *Exceptions.* The provisions of this section shall not apply to the following:

- (1) Shooting ranges.
- (2) Work necessitated by emergencies.
- (3) Sound made to alert persons to the existence of an emergency, danger or attempted crime.
- (4) Activities or operations of governmental units or agencies.
- (5) Motor vehicles on public roads.
- (6) Boats on State waters or motor vehicles on State lands under the jurisdiction of the Department of Natural Resources.
- (7) Sound, except those sounds that are electronically amplified, between 7 a.m. and midnight, created by:
 - a. Sporting events (except trap shooting, skeet shooting, or other target shooting);
 - b. Entertainment events; and
 - c. Other public gatherings operating under parades and special events permits.
- (8) Air conditioning or heat pump equipment used to cool or heat housing on residential property; for this equipment, a person may not cause or permit noise levels which exceed 70 dBA for air conditioning equipment at receiving residential property and 75 dBA for heat pump equipment at receiving residential property.
- (9) Trash collection operations between the hours of 6 a.m. and 10 p.m.

Sec. 14-33. – Shooting ranges.

(a) *Operational requirements.*

- (1) *Permit required.* A permit shall be required in order to operate a shooting range. The issuance of the permit is contingent upon compliance with subsections (2), (3) and (4) hereinafter. Permits must be renewed annually.
- (2) *Insurance.* Permit applicants must procure liability insurance in the amount of \$1,000,000 per claim and \$2,00,000 per occurrence. The City must be named as an additional insured on the insurance policy. The policy shall also provide that the City will be provided with no less than ten (10) days' advance notice of the cancellation or non-renewal, provided the insurer allows for such a provision.
- (3) *Hours of operation.* Shooting ranges shall be allowed to operate between 9:00 a.m. and 9:00 p.m., except that the hours may be extended after sunset for purposes of subdued-lighting certification of law enforcement officers or for other purposes only when written consent is granted by the chief of police.
- (4) Shooting ranges must comply with all applicable local, state and federal laws, ordinances, orders, rules and regulations.

(b) *Noise standards.* Impulse noise may not exceed eighty (80) decibels more than one (1) time every thirty (30) minutes. The measurement shall be taken at the location on a complainant's property line which is closest to the shooting range. All sound level measuring devices must meet Type O, I, II, or S specifications under American National Standards Institute S1.4-198.

(c) *No noise pollution injunctions against compliant ranges.* A person who operates a shooting range is not subject to an action for nuisance or trespass, and shall not be enjoined from the use or operation of shooting range on the basis of noise or noise pollution if the range is operating in compliance with the terms of this section of the code.

(d) *No civil/criminal noise pollution liability for compliant ranges.* A person who operates or uses a shooting range shall not be subject to civil liability or criminal prosecution in any matter relating to noise or noise pollution which results from the operation or use of a range operating in compliance with the terms of this section of the code.

(e) *Preexisting ranges.* A person who acquires title to or an interest in real property adversely affected by the use of a shooting range after the date shooting range activities begin may not maintain a nuisance or trespass action against the owner or operator of the shooting range to restrain, enjoin, or impede the use of the range unless there has been a substantial change in the nature of its use. This section does not prohibit actions for negligence or recklessness in the operation of a sport shooting range or by a person using the range.

(f) *Dormant shooting range.* If there has been no shooting activity at a range for a period of two (2) years, the range shall be treated as a newly established range upon the resumption of shooting.

(g) *CPD shooting range.* The shooting range in the city public safety building shall be exempt from the terms of this section of the code provided it is used for law enforcement training purposes.

Sec. 14-34. - Responsibility for violation.

Whenever noise or sound is made, created or continued in violation of the provisions of this article and the property upon which or from which the sound is emanating has two (2) or more occupants, and it cannot be determined which occupant is the violator, the owner of the property, if present, shall be presumed to be responsible for the violation. In the absence of the owner of the property, the tenant, subtenant, licensee, invitee or guest then in control of the property shall be presumed to be responsible for the violation. If it is impossible to determine the person then in control of the property, it shall be presumed that the owner of the property is

responsible and, if not present, all persons then on or in the property shall be ordered to disperse and leave the property and a failure to do so by any person shall itself be a municipal infraction punishable under the provisions of section 14-73.

Sec. 14.35. - Enforcement.

- (a) When a violation of this article occurs, a law enforcement officer shall undertake to notify the persons present in or on the property from which the sound or activity is emanating that they are in violation and notify them to cease and desist whatever is causing the violation. At this time the law enforcement officer shall also ascertain, if reasonably possible, the owner or tenant of the property in question. Notice under this section may be given orally by the officer to the owner or by posting a written notice on the premises where such violation is occurring. Any written notice posted shall contain a specific description as to the nature of the violation.
- (b) The continuation of such violation or any subsequent violation of the same proscription following receipt of the notice to cease and desist shall constitute a municipal infraction punishable as set forth in this article.
- (c) Nothing contained in this section is intended to nor shall this section be construed to preclude the right of any person to file in accordance with the laws of the state an application for a statement of charges for a violation of any provision of the Annotated Code of Maryland or other section of the city code where such violation is contrary to other applicable laws.

Sec. 14-36. - Penalty.

The violation of any of the provisions of this article is declared to be a municipal infraction punishable by a fine of up to three hundred dollars (\$300.00) if said violation is a first offense and a fine of up to five hundred dollars (\$500.00) if said violation is a repeat offense. Without regard to whether the violation is a first offense, in the event the fine is not paid within the period set forth in the citation, and no notice of intent to stand trial for said offense is filed, the city may double the fine not to exceed a total amount of up to one thousand dollars (\$1,000.00) pursuant to the provisions of section 6-110 of the Local Government Article of the Annotated Code of Maryland. Each day a violation continues shall constitute a separate offense.

File Attachments for Item:

2. Ordinance No. 3897 (*2nd and 3rd Readings*) - amending Section 11-93 of the City Code to except indoor shooting ranges from the general prohibition against the discharge of firearms in the city

ORDINANCE NO. 3897

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AMEND SECTION 11-93 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION) ENTITLED 'DISCHARGE OF FIREARMS' FOR THE PURPOSE OF EXCEPTING INDOOR SHOOTING RANGES FROM THE GENERAL PROHIBITION AGAINST THE DISCHARGE OF FIREARMS IN THE CITY."

WHEREAS, Section 11-93 of the City Code generally prohibits the discharge of firearms within the City and does not include an exception allowing for shooting ranges;

WHEREAS, a properly regulated indoor shooting range can provide a safe place for persons to practice firearm usage;

WHEREAS, the amendment of Section 14-93 and the enactment of Section 14-33 (as provided for in a separate ordinance) set forth conditions precedent to the establishment of and requirements relative to the operation of indoor shooting ranges which relate to safety and nuisance-free operations.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Section 11-93 of the Code of the City of Cumberland (1991 Edition) be and is hereby amended, to read as follows:

Sec. 11-93. - Discharge of firearms.

No person shall discharge any cannon, gun, pistol or firearm within the city without a written permit from the chief of police; provided, however, that this section shall not apply to the use of firearms by law enforcement officers in the lawful discharge of their duties, nor shall it apply to persons in the lawful defense of themselves or others.

A permit may only be granted to a shooting range, a bona fide charitable, educational, cultural or governmental institution or organization, or an organization that is sponsoring an educational or cultural event. The chief of police shall give due consideration to safety concerns and the ability of the applicant to address those concerns in determining whether or not to issue the permit or to issue it subject to stated conditions the applicant shall be required to meet. The requirements for the issuance of permits for shooting ranges are separately set forth in section 14-33 of this code.ⁱ

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

Passed this ____ day of _____, 2021.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

ⁱ Amendment are set forth in **bold print underlined** text. The bold print and underlining should be removed in the codified text.

File Attachments for Item:

3. Ordinance No. 3898 (*2nd and 3rd Readings*) - authorizing execution of a deed to convey surplus property at 455 Baltimore Avenue to Andrea C. Moore for the amount of \$3,111 with terms included to cause the property to revert back to the City should certain terms for rehabilitation not be met

ORDINANCE NO. 3898

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A DEED FOR THE PURPOSE OF CONVEYING CERTAIN SURPLUS PROPERTY LOCATED AT 455 BALTIMORE AVENUE IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND TO ANDREA C. MOORE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property and the improvements thereon located at 455 Baltimore Avenue, in the City of Cumberland, Allegany County, Maryland;

WHEREAS, the said property was declared to be surplus property under the terms of Order No. 26,757, passed by the Mayor and City Council on February 16, 2021;

WHEREAS, Andrea C. Moore desires to purchase the said property for the sum of \$3,111 and the Mayor and City Council agree to sell it to her for that sum, subject to the terms and conditions relative to the expeditious repair and revitalization of the said property set forth in the deed attached hereto as Exhibit A , it being the Mayor and City Council's desire so as to expeditiously improve its appearance and condition; and

WHEREAS, the Mayor and City Council of Cumberland deem improvement and appearance of the property in accordance with the foregoing terms and conditions to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that, upon Andrea C. Moore's execution of a deed with the same substance as the deed attached hereto as Exhibit A, the Mayor and City Clerk be and they hereby are authorized to execute the said Deed, thereby effecting the conveyance of the real property and the improvements thereon located at 455 Baltimore

Avenue, Cumberland, MD 21502 to Andrea C. Moore for the purchase price in the amount of \$3,111; and

SECTION 2: BE IT FURTHER ORDAINED, that the City Solicitor be and he is hereby authorized to execute a closing statement and such other documents as may be required for the purpose of facilitating and completing the closing for the sale of the property identified herein; and

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

Passed this ____ day of _____, 2021.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

THIS QUITCLAIM DEED, made this ____ day of _____, 2021, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND (the “City”)**, a Maryland municipal corporation, and **ANDREA C. MOORE (the “Grantee”)**.

WITNESSETH:

That for and in consideration of the sum of Three Thousand One Hundred Eleven Dollars (\$3,111.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, her personal representatives, heirs and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that piece, parcel or tract of ground and premises situated in the Twenty Second Election District of Allegany County, Maryland, and described as follows:

BEGINNING for the same on the Easterly side of Baltimore Avenue at the end of the first line of Lot No. 21 in said Addition, and running thence with said Avenue, South 37 degrees West 39 feet; thence South 57 degrees 55 minutes East 115.6 feet to Alley D, and with it North 41 1/2 degrees East 33 1/4 feet to the end of the second line of said Lot No. 21 and reversing it, North 54 degrees 55 minutes West 118 feet to the beginning.

The improvements thereon being commonly known as 455 Baltimore Avenue, Cumberland, MD 21502.

IT BEING the same property described in the deed from Joseph D. Urban, Collector of Taxes, City of Cumberland, Maryland, to Mayor and City Council of Cumberland dated March 13, 2015 and recorded among the Land Records of Allegany County, Maryland in Book 2151, Page 427.

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

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

In connection with the foregoing conveyance, the City and the Grantee covenant and agree as follow:

1. The Grantee shall secure the dwelling on the property by replacing its doors and locks, as needed, no later than two (2) weeks from the date of this deed.
2. The Grantee shall remove all junk and debris from the yard and the dwelling on the property no later than two (2) months from the date of this deed.
3. Within two (2) months of the date of this deed, the Grantee shall perform the following repairs to and/or improvement of the dwelling, as needed, to ensure that the property is brought to code: (a) clean up the exterior of the property to include mowing, weeding and trash removal; and (b) repair any exterior property maintenance issues not requiring a permit. Thereafter, the exterior of the property shall be maintained free of violations of the Cumberland City Code relative to the foregoing.
4. Within three (3) months of the date of this deed, the Grantee shall obtain all permits required for the rehabilitation of the dwelling.
5. Within twelve (12) months of the date of this deed, the Grantee shall perform the following repairs to and/or improvement of the dwelling, as needed, to ensure that the property is brought to code: (a) repair or replace roof; (b) repair or replace windows and doors; (c) repair or replace exterior siding and trim; and (d) repair or replace porch, decking, railings and stairs. Within that same time frame, the Grantee shall repair, replace or remove any accessory structures. The foregoing work shall be performed to the reasonable satisfaction of the City
6. The Grantee shall complete the rehabilitation of the interior of the said dwelling and obtain a permit for its occupancy no later than twenty-four (24) months from the date of this deed.

7. The City and its designees shall have right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs 1 through 6 above is progressing and is being performed and completed in the manner described herein; provided, however, that the City shall endeavor to give the Grantee no less than seventy-two (72) hours advance notice of any such inspections. The Grantee shall fully cooperate with the City and its designees in regard to the scheduling and conduct of the inspections.

8. The Grantee may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and agreements) to a third party until all of the conditions set forth in paragraphs 1- 6 hereinbefore are completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.

9. Should the Grantee fail to comply with the terms and provisions of paragraphs 1-6 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the City, revert and revest in the City, and the Grantee shall lose and forfeit all of her rights, title and interest in and to the said property and to the improvements, fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the City shall have the right of re-entry to the said property. Further, the Grantee shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the City in the event the requirements set forth in paragraph 1-6 above are not satisfied in a timely manner. In the event the City institutes litigation to enforce the terms of this paragraph, the Grantee shall be liable for the City's reasonable attorneys' fees.

10. In furtherance of the terms and provisions set forth in the preceding section:

A. If the Grantee is a natural person, he hereby appoints the City Administrator (or acting or interim City Administrator) of the City his true and lawful attorney-in-fact, with full power of substitution, hereby granting him full power and authority for the Grantee and in his stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event Grantee fails to comply with the terms and provisions set forth in paragraphs 1- 6 hereinbefore and to perform any and all acts required in order to effect the conveyance of the hereinbefore-described property to the City.

B. If the Grantee is not a natural person it hereby grants the City Administrator (or acting or interim City Administrator) of the City the power and authority and in its stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1- 6 hereinbefore and to perform any and all acts required in order to effect the conveyance of the hereinbefore-described property to the City

11. The terms and provisions of the preceding two sections are irrevocable; however, they shall expire three (3) years from the date of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.

12. Once the requirements set forth in paragraphs 1- 6 above have been satisfied, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein to the Grantee.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names and seals and duly attested all on the day and date first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$ 3,111; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

File Attachments for Item:

4. Ordinance No. 3899 (*2nd and 3rd Readings*) - authorizing execution of a deed to convey surplus property at 424 Goethe Street to Sandesh Sreenivas for the amount of \$1,200 with terms included to cause the property to revert back to the City should certain terms for rehabilitation not be met

ORDINANCE NO. 3899

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A DEED FOR THE PURPOSE OF CONVEYING CERTAIN SURPLUS PROPERTY LOCATED AT 424 GOETHE STREET IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND TO SANDESH SREENIVAS."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property and the improvements thereon located at 424 Goethe Street, in the City of Cumberland, Allegany County, Maryland;

WHEREAS, the said property was declared to be surplus property under the terms of Order No. 26,757, passed by the Mayor and City Council on February 16, 2021;

WHEREAS, Sandesh Sreenivas desires to purchase the said property for the sum of \$1,200 and the Mayor and City Council agree to sell it to him for that sum, subject to the terms and conditions relative to the expeditious repair and revitalization of the said property set forth in the deed attached hereto as Exhibit A, it being the Mayor and City Council's desire so as to expeditiously improve its appearance and condition; and

WHEREAS, the Mayor and City Council of Cumberland deem improvement and appearance of the property in accordance with the foregoing terms and conditions to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that, upon Sandesh Sreenivas' execution of a deed with the same substance as the deed attached hereto as Exhibit A, the Mayor and City Clerk be and they hereby are authorized to execute the said Deed, thereby effecting the conveyance of the real property and the improvements thereon

located at 424 Goethe Street, Cumberland, MD 21502 to Sandesh Sreenivas for the purchase price in the amount of \$1,200; and

SECTION 2: BE IT FURTHER ORDAINED, that the City Solicitor be and he is hereby authorized to execute a closing statement and such other documents as may be required for the purpose of facilitating and completing the closing for the sale of the property identified herein; and

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

Passed this ____ day of _____, 2021.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

THIS QUITCLAIM DEED, made this ____ day of _____, 2021, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND (the "City")**, a Maryland municipal corporation, and **SANDESH SREENIVAS (the "Grantee")**.

WITNESSETH:

That for and in consideration of the sum of One Thousand Two Hundred Dollars (\$1,200.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, his personal representatives, heirs and assigns, all of the City's right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot or parcel of ground situated and lying on Goethe Street, in the City of Cumberland, Allegany County, Maryland, a plat of which said property is recorded in Liber 121, folio 608, among the Land Records of Allegany County, Maryland, and particularly described as follows, to -wit:

BEGINNING at a point on the westerly side of Goethe Street at the end of the fifth line of the deed from William H. Cole and James C. Powell, Trustees, to Martha M. Donahoe, dated July 28, 1905, and recorded in Liber No. 99, folio 53, one of the Land Records of said Allegany County, said beginning point being also distant south 34 degrees and 35 minutes west 51 feet from the northeast corner of the brick house located on said Donahoe lot, and known as the Darnell house, and running thence with the westerly side of Goethe Street, south 34 degrees and 35 minutes west 6 1/2 feet; south 40 degrees 20 minutes west 19 1/2 feet, then north 52 degrees and 25 minutes west 220 1/2 feet to the end of 124 feet on the fourth line of a deed from Rebecca E. Henderson and others to Lewis Weber, dated January 13, 1903, and recorded among the Land Records of Allegany County in Liber No. 93, folio 574 and reversing part of said fourth line as corrected by variation, north 40 degrees east 8 1/2 feet to the end of the fourth line of the aforesaid deed to Martha M. Donahoe and then with the fifth line of said Donahoe deed, as corrected, south 57 degrees east 221 feet to the beginning.

The improvements thereon being commonly known as 424 Goethe Street Avenue, Cumberland, MD 21502.

IT BEING the same property described in the deed from Friends Aware, Incorporated to Mayor and City Council of Cumberland, dated May 14, 2019, and recorded among the Land Records of Allegany County, Maryland, in Book 2479, Page 243.

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

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

In connection with the foregoing conveyance, the City and the Grantee covenant and agree as follow:

1. The Grantee shall secure the dwelling on the property by replacing its doors and locks, as needed, no later than two (2) weeks from the date of this deed.
2. The Grantee shall remove all junk and debris from the yard and the dwelling on the property no later than two (2) months from the date of this deed.
3. Within two (2) months of the date of this deed, the Grantee shall perform the following repairs to and/or improvement of the dwelling, as needed, to ensure that the property is brought to code: (a) clean up the exterior of the property to include mowing, weeding and trash removal; and (b) repair any exterior property maintenance issues not requiring a permit. Thereafter, the exterior of the property shall be maintained free of violations of the Cumberland City Code relative to the foregoing.
4. Within three (3) months of the date of this deed, the Grantee shall obtain all permits required for the rehabilitation of the dwelling.
5. Within twelve (12) months of the date of this deed, the Grantee shall perform the following repairs to and/or improvement of the dwelling, as needed, to ensure that the property is brought to code: (a) repair or replace roof; (b) repair or replace windows and doors; (c) repair or replace exterior siding and trim; and (d) repair or replace porch, decking, railings and stairs; (e) repair, replace or remove any accessory structures.

6. The Grantee shall complete the rehabilitation of the interior of the said dwelling and obtain a permit for its occupancy no later than twenty-four (24) months from the date of this deed.

7. The City and its designees shall have right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs 1 through 6 above is progressing and is being performed and completed in the manner described herein; provided, however, that the City shall endeavor to give the Grantee no less than seventy-two (72) hours advance notice of any such inspections. The Grantee shall fully cooperate with the City and its designees in regard to the scheduling and conduct of the inspections.

8. The Grantee may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and agreements) to a third party until all of the conditions set forth in paragraphs 1- 6 hereinbefore are completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.

9. Should the Grantee fail to comply with the terms and provisions of paragraphs 1-6 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the City, revert and revest in the City, and the Grantee shall lose and forfeit all of his rights, title and interest in and to the said property and to the improvements, fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the City shall have the right of re-entry to the said property. Further, the Grantee shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the City in the event the requirements set forth in paragraph 1-6 above are not satisfied in a timely manner. In the event

the City institutes litigation to enforce the terms of this paragraph, the Grantee shall be liable for the City's reasonable attorneys' fees.

10. In furtherance of the terms and provisions set forth in the preceding section:

A. If the Grantee is a natural person, he hereby appoints the City Administrator (or acting or interim City Administrator) of the City his true and lawful attorney-in-fact, with full power of substitution, hereby granting him full power and authority for the Grantee and in his stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event Grantee fails to comply with the terms and provisions set forth in paragraphs 1- 6 hereinbefore and to perform any and all acts required in order to effect the conveyance of the hereinbefore-described property to the City.

B. If the Grantee is not a natural person he hereby grants the City Administrator (or acting or interim City Administrator) of the City the power and authority in its stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1- 6 hereinbefore and to perform any and all acts required in order to effect the conveyance of the hereinbefore-described property to the City

11. The terms and provisions of the preceding two sections are irrevocable; however, they shall expire three (3) years from the date of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.

12. Once the requirements set forth in paragraphs 1- 6 above have been satisfied, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein to the Grantee.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names and seals and duly attested all on the day and date first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$ 1,200; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

File Attachments for Item:

5. Ordinance No. 3900 (*2nd and 3rd Readings*) - providing for the issuance and sale of \$7.3M of General Obligation Bonds to be issued under the State Local Government Infrastructure Financing Program to finance and/or refinance certain identified costs for (a) office equipment and information technology improvement, equipment and software; (b) new and/or replacement vehicles; (c) facility and infrastructure improvements; (d) street improvements; and (e) water system, sewer system and flood control improvements and equipment

ORDINANCE NO. 3900

**MAYOR AND CITY COUNCIL OF CUMBERLAND
INFRASTRUCTURE BONDS, 2021 SERIES A**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED AN ORDINANCE OF MAYOR AND CITY COUNCIL OF CUMBERLAND, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND (THE "ISSUER"), PROVIDING FOR THE ISSUANCE AND SALE OF AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SEVEN MILLION THREE HUNDRED THOUSAND DOLLARS (\$7,300,000.00) OF GENERAL OBLIGATION BONDS OF MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, TO BE KNOWN AS THE "MAYOR AND CITY COUNCIL OF CUMBERLAND INFRASTRUCTURE BONDS, 2021 SERIES A" (OR BY SUCH OTHER OR ADDITIONAL DESIGNATION OR DESIGNATIONS AS REQUIRED BY THE COMMUNITY DEVELOPMENT ADMINISTRATION IDENTIFIED HEREIN, THE "BONDS"), TO BE ISSUED AND SOLD PURSUANT TO THE AUTHORITY OF SECTIONS 4-101 THROUGH 4-255 OF THE HOUSING AND COMMUNITY DEVELOPMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED, FOR THE PURPOSE OF PROVIDING ALL OR A PORTION OF THE FUNDS NECESSARY FOR (I) FINANCING AND/OR REFINANCING COSTS OF THE PROJECTS GENERALLY IDENTIFIED HEREIN AS (A) OFFICE EQUIPMENT AND INFORMATION TECHNOLOGY IMPROVEMENTS, EQUIPMENT AND SOFTWARE, (B) NEW AND OR REPLACEMENT VEHICLES AND VEHICLE IMPROVEMENTS/EQUIPMENT, (C) FACILITY AND INFRASTRUCTURE IMPROVEMENTS, (D) STREET IMPROVEMENTS, AND/OR (E) WATER SYSTEM, SEWER SYSTEM AND FLOOD CONTROL IMPROVEMENTS AND EQUIPMENT, (II) FUNDING A PORTION OF A CAPITAL RESERVE FUND AND/OR OTHER RESERVES, AND/OR (III) PAYING ISSUANCE AND OTHER COSTS RELATED TO THE BONDS; PROVIDING THAT THE BONDS SHALL BE ISSUED UPON THE FULL FAITH AND CREDIT OF THE ISSUER; PROVIDING FOR THE DISBURSEMENT OF THE PROCEEDS OF THE SALE OF THE BONDS AND FOR THE LEVY OF ANNUAL TAXES UPON ALL ASSESSABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY SHALL RESPECTIVELY COME DUE; PROVIDING FOR THE FORM, TENOR, DENOMINATIONS, MATURITY DATE OR DATES AND OTHER PROVISIONS OF THE BONDS; PROVIDING FOR THE SALE OF THE BONDS; AND PROVIDING FOR RELATED PURPOSES, INCLUDING, WITHOUT LIMITATION, THE METHOD OF FIXING THE INTEREST RATE OR RATES TO BE BORNE BY THE BONDS, THE APPROVAL, EXECUTION AND DELIVERY OF DOCUMENTS, AGREEMENTS, CERTIFICATES AND INSTRUMENTS, AND THE MAKING OF OR PROVIDING FOR THE MAKING OF REPRESENTATIONS AND COVENANTS CONCERNING THE TAX STATUS OF INTEREST ON THE BONDS.

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RECITALS

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

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

WHEREAS, pursuant to the authority of the Act, the Issuer has determined to issue its general obligation bonds in one or more series in the aggregate principal amount not to exceed Seven Million Three Hundred Thousand Dollars (\$7,300,000.00) (the “Bonds,” as defined herein) for the purpose of providing all or a portion of the funds necessary for (i) financing and/or refinancing costs of the Project (as defined herein), (ii) funding a portion of a capital reserve fund and/or other reserves required by the Administration under the Program identified below, and/or (iii) paying issuance and other costs related to the Bonds; and

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

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

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

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

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

Section 1. Authorization, Terms, Form of Bonds.

(a) Mayor and City Council of Cumberland (the "Issuer") shall borrow upon its full faith and credit and shall issue and sell upon its full faith and credit an aggregate principal amount not to exceed Seven Million Three Hundred Thousand Dollars (\$7,300,000.00) of its general obligation bonds, to be issued pursuant to the authority of Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the "Act"), to be known as the "Mayor and City Council of Cumberland Infrastructure Bonds, 2021 Series A" (or by such other or additional designation or designations as required by the Administration (as defined herein), including, without limitation, to identify separate series or subseries and/or to reflect a different year of issuance (collectively, the "Bonds" and, individually, a "Bond")). The proceeds from the sale of the Bonds shall be used for the public purpose of providing all or a portion of the funds necessary for (i) financing and/or refinancing costs of certain projects identified as follows: (A) office equipment and information technology improvements, equipment and software (including, without limitation, WiFi access points and replacement of SAN drives), (B) new and/or replacement vehicles (including, without limitation, patrol vehicles, administration vehicles, utility vehicles, light and heavy duty trucks, sport utility vehicles, bobcats and a ladder truck) and vehicle improvements/equipment for use by various City departments, including the Police, Fire, Public Works, Vehicle Maintenance, Street, Parks & Recreation, Water Distribution, Sanitary Sewer, and Flood Control Departments, (C) facility and infrastructure improvements (including, without limitation, elevator improvements at City Hall, other City building improvements, one or more pole buildings, park and playground improvements, community enhancement improvements, bridge projects, and wastewater treatment plant roof replacement/improvements), (D) street improvements (including, without limitation, paving/repaving and intersection light improvements), and/or (E) water system, sewer system and flood control improvements and equipment (including, without limitation, SCADA system equipment and improvements, filter media, DAF clarification compressors, cross connections program improvements, hydrant/valve replacement, water main replacements, leak detection systems, reservoir cover replacement, and influent screen design and construction), together with, in each such case as is applicable with respect to the project components described in clauses (i)(A) through (E), the acquisition or payment for, improved or unimproved land, necessary property rights and equipment, related site and utility improvements, related planning, study, design, architectural, engineering, document development, bidding, permitting, acquisition, demolition, removal, construction, reconstruction, expansion, rehabilitation, renovation, repair, construction management, inspection, installation, improvement, furnishing and equipping expenses and other related expenses, paving, repaving, sidewalk, curb, gutter and drain work, landscaping, and functionally related activities necessary at the locations or facilities at or near which such undertakings occur, administrative, financial and legal expenses, and related or similar costs, and any such costs that may represent the Issuer's share or contribution to such undertaking (collectively, the "Project"), (ii) funding a portion of a capital reserve fund and/or other reserves required by the Community Development Administration (the "Administration") under the Program identified in subsection (b) below, and/or (iii) paying issuance and other costs related to

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the Bonds. Notwithstanding the foregoing description of the Project, the Mayor of the Issuer (the "Mayor"), in consultation with the City Administrator of the Issuer (the "City Administrator"), any other appropriate officials of the Issuer, and the Administration, is hereby authorized and empowered, on behalf of the Issuer, to determine prior to the sale of the Bonds not to apply Bonds proceeds to finance or refinance costs of any one or more components of the Project due to tax, budgetary or other considerations.

(b) The Bonds shall be issued as one or more fully registered bond certificate(s) in the aggregate principal amount not to exceed Seven Million Three Hundred Thousand Dollars (\$7,300,000.00) payable to the Administration as the registered owner thereof. The Bonds shall be issued in such aggregate principal amount or such lesser aggregate principal amount as determined by the Mayor pursuant to subsection (g) below, which shall be equal to the aggregate principal amount of the loan or loans to the Issuer from the Administration (collectively, the "Loan") under the Local Government Infrastructure Financing Program of the Administration (the "Program").

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

(d) The Bonds shall bear interest at an aggregate rate or rates of interest for a total interest cost (expressed as a yield) not to exceed (1) 2.50 percent for a loan with a maturity in excess of five years but less than ten years, (2) 2.80 percent for a loan with a maturity equal to or in excess of ten years but less than fifteen years, (3) 3.50 percent for a loan with a maturity equal to or in excess of fifteen years but less than twenty years, and (4) 4.00 percent for a loan with a maturity equal to or in excess of twenty years but less than twenty-five years, the actual rate or rates of interest to be borne by the Bonds to be determined and established by the Mayor acting pursuant to Section 1(g) of this Ordinance.

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

(f) The Bonds are to be issued in connection with the Program in order to provide all or a portion of the funds needed to (i) finance and/or refinance all or a portion of the costs of the Project, (ii) fund a portion of a capital reserve fund and/or other reserves required by the Administration under the Program, and/or (iii) pay costs of issuance and other related costs of the

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Bonds. Under the Program, the Issuer will enter into a Repayment Agreement and a Pledge Agreement with the Administration (respectively, the "Repayment Agreement" and the "Pledge Agreement"). The Issuer also will execute and deliver in connection with the issuance of the Bonds and the Program any additional documents, agreements, instruments and certificates requested by the Administration (which, together with the Repayment Agreement and the Pledge Agreement, are herein referred to as the "Program Documents"). The Program Documents shall be in such forms and shall contain such terms and conditions as shall be approved by the Mayor and/or the City Administrator and acceptable to, and otherwise approved by, the Administration.

(g) Because this Ordinance is being passed before the details have been finalized for the financing pursuant to which the Administration will issue the Administration's Bonds (the "Administration Financing") that will fund the Loan to the Issuer under the Program, the Mayor is hereby authorized to make such changes to the amount and form of the Bonds, including insertions therein or additions or deletions thereto, as may be necessary or appropriate to conform the terms of the Bonds to the terms of the financing to be provided to the Issuer under the Program. Without limiting the foregoing, it is presently contemplated that the Loan will be in an amount not to exceed \$7,300,000.00 in aggregate principal amount hereby authorized, subject to final approval by the Administration; accordingly, the Mayor is specifically authorized: (i) to make changes to the aggregate principal amount of the Bonds in order to reflect the final aggregate principal amount of the Loan, not to exceed \$7,300,000.00 as approved by the Administration and accepted by the Issuer, (ii) with the assistance of the City Administrator and the Comptroller of the Issuer (the "Comptroller"), to determine the amortization term(s) of the Bonds taking into account the useful lives of the various components of the Project, and (iii) to authorize and approve an interest rate or rates and payment schedule(s) reflecting the principal and interest payments with respect to the Bonds but not to exceed the maximum total interest cost to be borne by the Bonds for the applicable term(s) as set forth in subsection (d) above.

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

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

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authorized, empowered and directed to complete the applicable forms of the Program Documents and to make modifications, deletions, corrections or other changes thereto in any manner which such official(s), in the discretion of such official(s), shall deem necessary or appropriate in order to complete the execution and delivery of the Program Documents in accordance with the provisions of this Ordinance, as will not alter the substance thereof. The execution and delivery of the Bonds by the Mayor and the execution and delivery of the Program Documents by one or more of the duly authorized officials provided for in this Section 2 shall be conclusive evidence of such official's or officials' approval of the forms and substance thereof. To the extent appropriate, additional officials of the Issuer and counsel to the Issuer may be signatories to the Program Documents with respect to facts, representations, certifications, covenants and agreements within the scope of their respective responsibilities or authority.

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

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

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

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

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benefits of this Ordinance with all other like Bonds, in the manner and to the extent provided herein.

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

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

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

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

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

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

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

Section 8. Ordinance a Contract. The provisions of this Ordinance shall constitute a contract with the purchasers and owners from time to time of the Bonds, and this Ordinance shall

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not be repealed, modified or altered in any manner materially adverse to the Administration and/or the interests of such purchasers or owners while the Bonds or any portion thereof remain outstanding and unpaid without the consent of the owners of the Bonds and the Administration.

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

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

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

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

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

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

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

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Section 13. Tax Matters

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

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

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

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

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

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

Section 14. Effective Date; Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

MAYOR AND CITY COUNCIL OF
CUMBERLAND

(SEAL)

Raymond M. Morriss
Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

Introduced: _____, 2021

Passed: _____, 2021

Effective: _____, 2021

Exhibit A. – Form of Bond

#223464;10002.075

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[FORM OF BOND]

EXHIBIT A

**United States of America
State of Maryland
Mayor and City Council of Cumberland
Infrastructure Bond, 2021 Series A**

No. R-__

\$ _____

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

Maryland Community Development Administration

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

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

This bond, designated as "Mayor and City Council of Cumberland Infrastructure Bond, 2021 Series [A]" (this "Bond"), is a general obligation of the Issuer, and has been duly issued by the Issuer for the purpose of providing all or a portion of the funds necessary for (i) financing and/or refinancing costs of certain projects identified as follows: (A) office equipment and

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information technology improvements, equipment and software (including, without limitation, WiFi access points and replacement of SAN drives), (B) new and/or replacement vehicles (including, without limitation, patrol vehicles, administration vehicles, utility vehicles, light and heavy duty trucks, sport utility vehicles, bobcats and a ladder truck) and vehicle improvements/equipment for use by various City departments, including the Police, Fire, Public Works, Vehicle Maintenance, Street, Parks & Recreation, Water Distribution, Sanitary Sewer, and Flood Control Departments, (C) facility and infrastructure improvements (including, without limitation, elevator improvements at City Hall, other City building improvements, one or more pole buildings, park and playground improvements, community enhancement improvements, bridge projects, and wastewater treatment plant roof replacement/improvements), (D) street improvements (including, without limitation, paving/repaving and intersection light improvements), and/or (E) water system, sewer system and flood control improvements and equipment (including, without limitation, SCADA system equipment and improvements, filter media, DAF clarification compressors, cross connections program improvements, hydrant/valve replacement, water main replacements, leak detection systems, reservoir cover replacement, and influent screen design and construction), (ii) funding a portion of a capital reserve fund and/or other reserves required by the Administration, and/or (iii) paying issuance and other costs related to this Bond. Unless paid from other sources, the Issuer covenants that so long as any portion of this Bond is outstanding and not paid, it shall levy annually, in the manner prescribed by law, ad valorem taxes on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation in rate and amount sufficient to provide for the payment of the principal of and interest on this Bond as the same become due and payable.

This Bond is issued pursuant to the authority of Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended, Sections 81 and 82A of the Charter of the Issuer, and Ordinance No. _____ of the Issuer passed by the Mayor and City Council of the Issuer on _____, 2021 and effective on _____, 2021 (the "Ordinance"). The full faith and credit of the Issuer are hereby irrevocably pledged to the payment of the principal of this Bond and the interest to accrue hereon.

This Bond is issued in connection with the Local Government Infrastructure Financing Program of the Community Development Administration, a governmental unit in the Division of Development Finance of the Department of Housing and Community Development, a principal department of the government of the State of Maryland (the "Administration"). This Bond is subject to the terms and conditions of the Repayment Agreement dated as of _____, 2021, between the Issuer and the Administration (the "Repayment Agreement").

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

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

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

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

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

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

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

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

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IN WITNESS WHEREOF, Mayor and City Council of Cumberland has caused this Bond to be signed in its name by the manual or facsimile signature of its Mayor and its corporate seal to be affixed hereto and attested by the manual signature of the City Clerk, as of _____, 2021.

(SEAL)

ATTEST:

MAYOR AND CITY COUNCIL OF
CUMBERLAND

City Clerk

By: _____
Mayor

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BOND PAYMENT SCHEDULE

[Repayment Schedule to be Inserted.]

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

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**BULLET POINTS SUMMARY OF CUMBERLAND ORDINANCE
REGARDING CDA LOAN**

Overview: Under certain provisions of the Housing and Community Development Article of the Annotated Code of Maryland (the “CDA Act”), the Community Development Administration (“CDA”) is authorized to make loans to Maryland local government entities for infrastructure projects. Such loans are “papered” by general obligation bonds, notes or other evidences of indebtedness issued by the local governments to CDA. CDA obtains the funds to make such loans by issuing CDA’s own revenue bonds to the public. The CDA loan program that the City anticipates participating in is known as the Local Government Infrastructure Financing Program. In connection with such Program, the City will issue one or more general obligation bonds to CDA. CDA requires its Program participants to pass legislation in the form required by CDA (an ordinance in this case). In the Ordinance the City is referred as the “Issuer” and CDA is referred to as the “Administration”. References to “Bonds” shall be construed to mean a single bond if the City issues only a single bond to CDA; multiple bonds may be issued due to the various Project components having different useful lives—CDA will not allow a Project component to be financed for a period longer than its useful life.

- Recitals trace authority for the Program and the City’s participation therein.
- Section 1(a) – Authorizes the City to issue its general obligation bonds in aggregate principal amount not to exceed \$7,300,000 (the “Bonds”) for the public purposes of: (i) financing and/or refinancing costs of certain projects identified as follows: (A) office equipment and information technology improvements, equipment and software (including, without limitation, WiFi access points and replacement of SAN drives), (B) new and/or replacement vehicles (including, without limitation, patrol vehicles, administration vehicles, utility vehicles, light and heavy duty trucks, sport utility vehicles, bobcats and a ladder truck) and vehicle improvements/equipment for use by various City departments, including the Police, Fire, Public Works, Vehicle Maintenance, Street, Parks & Recreation, Water Distribution, Sanitary Sewer, and Flood Control Departments, (C) facility and infrastructure improvements (including, without limitation, elevator improvements at City Hall, other City building improvements, one or more pole buildings, park and playground improvements, community enhancement improvements, bridge projects, and wastewater treatment plant roof replacement/improvements), (D) street improvements (including, without limitation, paving/repaving and intersection light improvements), and/or (E) water system, sewer system and flood control improvements and equipment (including, without limitation, SCADA system equipment and improvements, filter media, DAF clarification compressors, cross connections program improvements, hydrant/valve replacement, water main replacements, leak detection systems, reservoir cover replacement, and influent screen design and construction) (collectively, the “Project”), (ii) funding a portion of a capital reserve fund and/or other reserves required by CDA, and/or (iii) paying costs of issuance and other related costs of the Bonds. Subsection (a) provides for designation of the Bonds, subject to changes in such designation as CDA may require. Subsection (a) further authorizes the Mayor, in consultation with the City Administrator, any other appropriate City officials and CDA, to determine prior to issuance and delivery of the Bonds that Bond proceeds will not be applied to costs of one or more components of the Project. With respect to the definition

of the Project, a rule of construction in Section 14 of the Ordinance specifies that references to the term “including” shall be construed to mean “including, without limitation” or “including, but not limited to”.

- Section 1(b) – Authorizes the Mayor to determine the final aggregate principal amount of the Bonds and whether one or more Bonds will be issued, subject to the not to exceed aggregate principal amount of \$7,300,000.
- Section 1(c) – Standard provisions regarding registration of the Bonds and that interest will be payable on April 1 and October 1 or such other dates as CDA requires.
- Section 1(d) – Sets forth the maximum interest rates to be borne by the Bonds resulting in a total interest cost (expressed as a yield, because CDA’s financial advisor will perform yield calculations) as stated for maturities of between in excess of 5 years but not more than 25 years, specified in 5-year increments. (Note: The stated rates are based on current rates estimated by CDA’s financial advisor, plus a cushion.)
- Section 1(e) – Bonds will be in substantially the form attached as Exhibit A to the Ordinance.
- Section 1(f) – Provides that the City will be required to enter into a Repayment Agreement and a Pledge Agreement with CDA, and to execute certain additional documents, agreements, instruments and certificates requested by CDA (collectively, the “Program Documents”).
- Section 1(g) - The Mayor is authorized to approve the final aggregate principal amount of the Bonds and the final interest rates subject to the limitations stated in the Ordinance. The Mayor, in consultation with the City Administrator and the Comptroller, is further authorized to determine the amortization term(s) of the Bonds (between approximately 5-25 years; the choices will be limited by the useful lives of the financed improvements).
- Section 2 – The final form of Bonds shall be approved by and executed by the Mayor and the City seal shall be impressed on the Bonds and attested to by the City Clerk. The Mayor and the City Administrator are each authorized to approve the final forms of and to execute the Program Documents. To the extent applicable, other appropriate officials are authorized to be signatories to the Program Documents.
- Section 3 – The City Clerk will be registrar for the Bonds.
- Section 4 – The Bonds will be subject to prepayment as provided for in the Repayment Agreement, which will limit the right of prepayment, and such prepayment right will be tied to prepayment rights relating to CDA’s bonds. (Note: typically CDA’s bonds are not prepayable for approximately 10 years from the issuance date, meaning the City will have no prepayment right until sometime in 2031 most likely).
- Section 5 – Standard provisions regarding lost, destroyed or mutilated Bonds.
- Section 6 – Bond proceeds will be disbursed in accordance with the Repayment Agreement. If there are unexpended Bond proceeds, they will be applied to future principal installments, interest payments or prepayment of the Bonds, as allowed by CDA.
- Section 7 – The City agrees to make timely payments on the Bonds and pledges its full faith and credit and unlimited taxing power to payment of the Bonds. The City also pledges to provide CDA with the necessary financial and operating information so that CDA may meet the continuing disclosure requirements of SEC Rule 15c2-12 with respect to CDA’s bonds.
- Section 8 – The Ordinance is considered a contract with owners of the Bonds.

- Section 9 – As authorized by the CDA Act and as security for the Bonds, the City pledges its right to receive tax and other revenue payments from the State. Such pledge will be detailed in full in the Pledge Agreement. (Note: This pledge will allow CDA (i) to intercept taxes and other State-collected or State-shared revenues due from the State to the City in the event the City defaults in its obligations under the Bonds and the Program Documents and (ii) apply such intercepted taxes and revenues to meet the City’s payment obligations with respect to the Bonds.)
- Section 10 – The Bonds will be sold for cash and for such price as permitted by the CDA Act.
- Section 11 – The Bonds will be sold to CDA at private sale, as authorized by the CDA Act.
- Section 12 – Officials and employees are authorized to take actions necessary to carry out the provisions of the Bonds and the Program Documents. As required by the CDA Act, the City will publish notice of, and hold, a public hearing relating to the Bonds prior to passage of the Ordinance. (Note: The public hearing on the Ordinance is scheduled for 09/21/2021.)
- Section 13 – It is anticipated that interest on the Bonds shall be tax-exempt for federal income tax purposes. Any one or more of the Mayor, the City Administrator, the Treasurer and/or the Comptroller are designated as the City officials responsible for issuance of the Bonds within the meaning of the federal tax code and are authorized to make certain representations and certifications or designations, determinations or elections relating to the tax-exempt status of the Bonds for tax code purposes. Standard representations and covenants regarding complying with the federal tax code are set forth in this Section.
- Section 14 – Miscellaneous provisions, including that the Ordinance will be effective upon passage (rather than at the expiration of 30 calendar days following passage as provided for in the City Charter) and that the petition-to-referendum period expires 20 days following passage, not the typical 30 days following passage; provisions of the CDA Act trump the City Charter provisions regarding ordinance effectiveness. References to officials include to officials serving in an “acting” or “interim” capacity. If the position of an official referred to in the Ordinance is vacant and no one is serving in that position on an acting basis, any other official charged with the referenced responsibilities under the City Charter or City Code may take the actions referenced in the Ordinance or, if no such delegation is provided for in the City Charter or the City Code, the Mayor and City Council may delegate such responsibilities to another official; provided that, if two or more identified officials are authorized to take a certain action under the Ordinance and only one such position is filled at the time, any such action may be taken by the sole remaining identified official. Specifies rules of construction. The Ordinance title constitutes a fair summary. The Mayor’s signature on the Ordinance constitutes his approval thereof as required by the CDA Act. The provisions of the Ordinance shall be liberally construed.

Further Notes:

- (1) The City will be required to file its UFR and audited financial statements with CDA on an annual basis and will be required to provide CDA with prompt notice of the occurrence of certain

specified events. These requirements are not specified in the Ordinance but will be specified in the Program Documents.

(2) Although not specified in the Ordinance, the Program Documents will provide that in the event the City defaults under the terms of the Program Documents, CDA will have the right to accelerate payment of the Bonds, which means that remaining outstanding principal and accrued interest could be payable to CDA upon demand following a default (this is standard for a CDA loan but is not standard in situations where the City issues its general obligation bonds to a bank). Bond counsel is not aware of CDA ever accelerating any of its underlying loans.

(3) With its June 2012 bond issue, CDA changed the form of Pledge Agreement to provide that a borrower may not, without CDA's prior consent (which cannot be unreasonably withheld and is based on calculated debt service coverage ratios), incur any other obligations where it has to pledge its right to receive State-collected taxes or other revenues as security *other than Maryland Water Quality Financing Administration loans*, and a borrower must notify CDA beforehand of its intention to obtain an MWQFA loan. The City will have to monitor and comply with this requirement if the City participates in other State loan or grant programs in which the City is required to pledge such taxes/revenues as security for its obligations, including by providing prior notice to CDA of any MWQFA loans.

#223630;10002.075

NOTICE OF PUBLIC HEARING

The Mayor and City Council (the “Mayor and City Council”) of Mayor and City Council of Cumberland (the “City”), will hold a public hearing to consider an Ordinance authorizing the issuance and sale of general obligation debt in an aggregate principal amount not to exceed \$7,300,000.00 (the “Bonds”) to be issued under the State of Maryland’s Local Government Infrastructure Financing Program, pursuant to the authority of Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the “Act”). The purpose of the Bonds is to provide all or a portion of the funds necessary to (i) finance and/or refinance costs of certain projects identified as follows: (A) office equipment and information technology improvements, equipment and software (including, without limitation, WiFi access points and replacement of SAN drives), (B) new and/or replacement vehicles (including, without limitation, patrol vehicles, administration vehicles, utility vehicles, light and heavy duty trucks, sport utility vehicles, bobcats and a ladder truck) and vehicle improvements/equipment for use by various City departments, including the Police, Fire, Public Works, Vehicle Maintenance, Street, Parks & Recreation, Water Distribution, Sanitary Sewer, and Flood Control Departments, (C) facility and infrastructure improvements (including, without limitation, elevator improvements at City Hall, other City building improvements, one or more pole buildings, park and playground improvements, community enhancement improvements, bridge projects, and wastewater treatment plant roof replacement/improvements), (D) street improvements (including, without limitation, paving/repaving and intersection light improvements), and/or (E) water system, sewer system and flood control improvements and equipment (including, without limitation, SCADA system equipment and improvements, filter media, DAF clarification compressors, cross connections program improvements, hydrant/valve replacement, water main replacements, leak detection systems, reservoir cover replacement, and influent screen design and construction), (ii) fund reserves, and/or (iii) pay costs of issuance and other related costs of the Bonds, subject to the further provisions of such Ordinance. The Ordinance provides that the Mayor of the City, with the advice of certain City officials and the Community Development Administration, may determine prior to issuance of the Bonds not to finance or refinance from Bonds proceeds costs of any of the projects identified in the Ordinance.

PLACE OF MEETING: Council Chambers (Room 212), City Hall, 57 N. Liberty Street, Cumberland, Maryland 21502

TIME: 6:15 p.m.

DATE: Tuesday, September 21, 2021

This public hearing is required by the Act. The Ordinance may be passed (i) as introduced or (ii) as amended, either at the Mayor and City Council meeting held on the same day as and following the public hearing or at a subsequent Mayor and City Council meeting.

The Ordinance will become effective upon its passage by the Mayor and City Council, provided that, the qualified voters of the City will have the right to petition the Ordinance to referendum in accordance with City Charter Section 82A(c) so long as the petition is filed not later than 20 days after the Ordinance is passed. Although City Charter Section 82A(c) provides for a referendum

petition relating to a bond ordinance to be filed within 30 days of passage of the bond ordinance, the provisions of Section 4-232(b) of the Act specifying the 20 day period in which any referendum petition must be filed control with respect to the Ordinance.

WRITTEN PUBLIC COMMENTS MAY BE SUBMITTED TO: Marjorie A. Woodring, City Clerk, City Hall, 57 N. Liberty Street, Cumberland, Maryland 21502 or by e-mail at: Margie.woodring@cumberlandmd.gov, by 3:00 PM on September 21, 2021. Any questions concerning this public hearing should be addressed to Ms. Woodring at (301) 759-6447 or the e-mail address provided.

File Attachments for Item:

. Order 26,871 - granting the following residential tax exemptions from the Special Taxing District levy for the 2021-2022 tax year: 45 N. Centre St., Rhee, \$618.64; 50 & 52 N. Centre St., Humbertson, \$300.73; and 43 & 45 N. Centre St., Humbertson, \$201.62

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

ORDER NO. 26,871

DATE: September 21, 2021

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

THAT, the following Residential Exemptions from the Special Taxing District
Levy for the 2021-2022 tax year be and is hereby granted:

TAX YEAR 2020-2021

Property / Owner	Tax Year / Account No.	Tax Year	Exemption Amt.
Rhee, Daniel	45 N. Centre St. / 14-003207	2021-2022	\$618.64
Humbertson, William	43-45 N. Liberty St. / 14-005773	2021-2022	\$201.62
Humbertson, William	50-52 N. Centre St. / 14-005781	2021-2022	\$300.73

BE IT FURTHER ORDERED, that this exemption is hereby granted pursuant to
the provisions of Section 235 of the City Charter.

Raymond M. Morriss, Mayor

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2021 - 2022

I, Daniel Rhee request an exemption from the Special Taxing District Levy for property owned by me at: 45 North Centre Street, Cumberland, MD 21502

My request is based upon the fact that:

☒ **Residential** - this property, or portion thereof, is occupied and used by the owner for his or her residence;

☐ **Industrial** - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

If only part of the property is used for an exempt purpose, designate the percentage so used:

Residential 50 %

Industrial _____ %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: 

Date: 9-1-21

For City use

Tax Account No: 14 003207 4P

	Assessed Amount	Tax Amount
Original	271333	1237.28
Exempt	135667	618.64
Billable	135666	618.64

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2021-2022

I, William Humbertson request an exemption from the Special Taxing District Levy for property owned by me at: 50 and 52 North Centre Street, Cumberland, MD 21502

My request is based upon the fact that:

☒ **Residential** - this property, or portion thereof, is occupied and used by the owner for his or her residence;

☐ **Industrial** - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

If only part of the property is used for an exempt purpose, designate the percentage so used:

Residential 50 %

Industrial _____ %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: Will CH/mz

Date: 9-3-2021

For City use

Tax Account No: 14 005781 4P

	Assessed Amount	Tax Amount
Original	131 900	601 46
Exempt	659 50	300 73
Billable	659 50	300 73

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2021-2022

I, William Humbertson request an exemption from the Special Taxing District Levy for property owned by me at: 43 and 45 North Liberty Street, Cumberland, MD 21502

My request is based upon the fact that:

☒ **Residential** - this property, or portion thereof, is occupied and used by the owner for his or her residence;

☐ **Industrial** - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

If only part of the property is used for an exempt purpose, designate the percentage so used:

Residential 50 %

Industrial _____ %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: William Humbertson

Date: 9-3-2021

For City use

Tax Account No: 14 005773 4P

	Assessed Amount	Tax Amount
Original	88433	403.25
Exempt	44216	201.62
Billable	44217	201.63

File Attachments for Item:

. Order 26,872 - authorizing the Chief of Police to accept the Allegany County Health Department's Overdose follow-up grant (DART) in the amount of \$5,000 which will allow CPD officers to partner with UMPC Western Maryland and the Allegany County Parole and Probation unit to perform follow-ups with non-fatal overdose victims within 24-48 hours after release from hospital

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

ORDER NO. 26,872

DATE: September 21, 2021

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

THAT the Chief of Police be and is hereby authorized to enter into a Memorandum of Understanding between the Allegany County Health Department and the Cumberland City Police Department to accept a FY22 Overdose Data to Action Grant in the amount of Five Thousand Dollars and No Cents (\$5,000.00) which will be used to partner with UPMC Western Maryland and the Allegany County Parole and Probation Unit to perform follow-ups with non-fatal overdose victims within 24-48 hours after release from hospital.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: September 7, 2021

Key Staff Contact: Chief Chuck Ternent/Lt. Andrew Tichnell

Item Title: FY22 Overdose Data to Action Grant (DART)

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

Authorize the Chief of Police to accept the Allegany County Health Department's Overdose follow-up grant (DART) in the amount of \$5,000 which will allow CPD officers to partner with UMPC Western Maryland and the Allegany County Parole and Probation unit to perform follow-ups with non-fatal overdose victims within 24-48 hours after release from hospital.

Amount of Award: \$5,000

Budget number:

Grant, bond, etc. reference: Grant

MEMORANDUM OF UNDERSTANDING

between

ALLEGANY COUNTY HEALTH DEPARTMENT

12501 Willowbrook Road SE
Cumberland, MD 21502

and

CUMBERLAND POLICE DEPARTMENT

20 Bedford Street
Cumberland, Maryland 21502

This agreement is funded through grant monies made available from award number F755N, Overdose Data to Action Grant, for fiscal year 2022, award period September 1, 2021 to June 30, 2022. The Allegany County Health Department agrees to pay **Cumberland Police Department** up to a total of **\$5,000** to conduct overdose follow-ups, by June 30, 2022, with the goal of reducing overdose deaths in the community.

Cumberland Police Department agrees to complete the following:

1. Partners with UPMC Western Maryland and Allegany County Parole and Probation to collaborate together on making contact with non-fatal overdose victims within 24-48 hours after release from hospital/institution or post-incident to offer treatment options;
2. Leave informational packets with victim, family or at residence;
3. Report monthly to Allegany County Health Department the number of follow-up attempts;
4. Due to the unpredictable timing and number of follow-up incidents, an officer will be guaranteed a 2-hour minimum overtime callout; and
5. Can utilize other law enforcement agencies when unavailable to make contact.

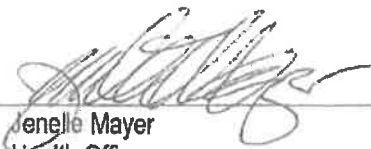
The **Cumberland Police Department** agrees to submit monthly reports (attached), and invoices (including overtime vouchers), for the above stated services on a monthly basis. Invoices and reports should only reflect the services and expenses from this grant award and should not be combined with any other Health Department grant funding (if applicable).

Deadline for monthly reports and invoices are the **5th of every month**. **Exception: the last report and invoice must be submitted no later than June 24, 2022.**

The activities of this agreement must be completed by June 24, 2022 and the final report must be completed by June 24, 2022. The Allegany County Health Department will remit reimbursement only after the above services are purchased and/or rendered, and proper invoices, with overtime vouchers, are submitted.

Chief Chuck Tement
Cumberland Police Department

Date: _____


Jenelle Mayer
Health Officer
Allegany County Health Department

Date: 9/1/21

The Cumberland Police Department agrees to follow the policies of the Human Services Agreements Manual (HSAM) of the Maryland Department of Health that is sent via email.

File Attachments for Item:

. Order 26,873 - authorizing the Fire Chief to accept a 2020 Assistance to Firefighters Grant Award in the amount \$198,000.00 with a City match of \$22,000, for the purchase of 30 self-contained breathing apparatuses and twenty (20) additional face pieces

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

ORDER NO. 26,873

DATE: September 21, 2021

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

THAT, the Fire Chief be and is hereby authorized to accept a 2022 FEMA Assistance to Firefighters Grant in the total amount of Two Hundred Twenty Thousand Dollars (\$220,000.00) with a 10% City match of Twenty-Two Thousand Dollars (\$22,000.00), to be used for the purchase of Thirty (30) Self Contained Breathing Apparatuses and Twenty (20) additional face pieces for the Cumberland Fire Department.

Raymond M. Morriss, Mayor

Budget: FY22 Fire Dept. Public Safety Grant Fund 010B-043B-64000

City Match = 10% (\$22,000)

Council Agenda Summary

Meeting Date: September 21, 2021

Key Staff Contact: Shannon Adams / Julie Davis

Item Title: 2020 Assistance to Firefighters Grant Award

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

The Fire Department participated in a successful Allegany County Regional Grant application under the 2020 FEMA Assistance to Firefighters Grant (AFG) for thirty (30) SCBA units (each unit includes harness/face piece and 2 air cylinders) and twenty (20) additional face pieces.

Bowling Green Volunteer Fire Department hosted this grant application.

The total AFG award includes (45) new SCBA units @ \$7,000 each and (30) additional face pieces @ \$500 each. The total project cost is \$330,000.00; i.e., \$297,000 FEMA share/90% and \$33,000 combined Fire Depts. share/10%.

The Cumberland Fire Department:

30 SCBA @ \$7,000 and 20 additional face pieces @ \$500.00 = \$220,000.00
(FEMA/90% share = \$198,000 and City/10% share = \$22,000.00).

Bowling Green VFD will receive 15 SCBA @ \$7,000 and 10 additional face pieces @ \$500 = \$110,000. BGVFD share is \$11,000.00.

Attached please find the award letter, grant application, and MOU between the Cumberland Fire Department and Bowling Green VFD.

Amount of Award: \$220,000.00

(Federal Share 90%: \$198,000 and City Share 10%: \$22,000)

Budget number: FY22 Fire Department Public Safety Grant Fund 010B-043B-64000.

Grant, bond, etc. reference: 2020 Assistance to Firefighters Grant Award

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/17/2021



FEMA

Gary Uncapher
BOWLING GREEN VOLUNTEER FIRE DEPARTMENT, INC.
12420 MCMULLEN HWY
CUMBERLAND, MD 21502
EMW-2020-FG-19203

Dear Gary Uncapher,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2020 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$300,000.00 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$30,000.00 for a total approved budget of \$330,000.00. Please see the FY 2020 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2020 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Farmer".

Robert Farmer
Acting Deputy Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2020 Assistance to Firefighters Grant

Recipient: BOWLING GREEN VOLUNTEER FIRE DEPARTMENT, INC.

DUNS number: 069434145

Award number: EMW-2020-FG-19203

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Fiscal Year (FY) 2020 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$330,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$300,000.00
Non-federal	\$30,000.00
Total	\$330,000.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2020 AFG NOFO.

Approved request details:

Personal Protective Equipment (PPE)

Face Pieces (not associated with SCBA requests)

DESCRIPTION

To outfit all personnel with their own mask (30 additional) for sanitary and proper fitting purposes at a cost of \$800 each.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	30	\$500.00	\$15,000.00	Equipment

CHANGE FROM APPLICATION

Price from \$800.00 to \$500.00

JUSTIFICATION

This reduction is because the cost you requested for Face Pieces exceeds the average price range calculated from market research and prior awards for the same item.

SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

DESCRIPTION

45 New SCBA's; 45 replacing non compliant SCBA's; each SCBA will cost \$7,000 including a mask and 2 cylinders.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	45	\$7,000.00	\$315,000.00	Equipment

Agreement Articles

Program: Fiscal Year 2020 Assistance to Firefighters Grant

Recipient: BOWLING GREEN VOLUNTEER FIRE DEPARTMENT, INC.

DUNS number: 069434145

Award number: EMW-2020-FG-19203

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5 Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

Article 8 Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10**Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11**Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12**Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13**Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15 Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 16 False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 17 Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 18 Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article 19 Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 20**Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

Article 21**Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 22**Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 23**National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 24**Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25 Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 27 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 28 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 29 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 794) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

- Article 31 Reporting Subawards and Executive Compensation**
Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- Article 32 SAFECOM**
Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- Article 33 Terrorist Financing**
Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
- Article 34 Trafficking Victims Protection Act of 2000 (TVPA)**
Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
- Article 35 Universal Identifier and System of Award Management**
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
- Article 36 USA PATRIOT Act of 2001**
Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.
- Article 37 Use of DHS Seal, Logo and Flags**
Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 38**Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 40**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41**Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements.

Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at:

<https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2020-FG-19203	2. Amendment No. N/A	3. Recipient No. 237217370	4. Type of Action AWARD	5. Control No. WX00641N2021T		
6. Recipient Name and Address BOWLING GREEN VOLUNTEER FIRE DEPARTMENT, INC. 12420 MCMULLEN HWY CUMBERLAND, MD 21502		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Gary Uncapher		9a. Phone No. 3017291522	10. Name of FEMA Project Coordinator Assistance to Firefighters Grants Grant Program			
11. Effective Date of This Action 08/17/2021		12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 08/24/2021 to 08/23/2023 Budget Period 08/24/2021 to 08/23/2023		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2021-F0-GB01 - P410-xxxx-4101-D	\$0.00	\$300,000.00	\$300,000.00	\$30,000.00
Totals			\$0.00	\$300,000.00	\$300,000.00	\$30,000.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Robert Farmer, Acting Deputy Assistant Administrator Grant Programs Directorate	08/17/2021

MEMORANDUM OF UNDERSTANDING
Between the

Bowling Green VFD and the Cumberland Fire Department
2020 Assistance to Firefighters Grant Program
Application EMW-2020-FG-19203

PURPOSE:

For the 2020 Application Period the Bowling Green Volunteer Fire Department, Inc. will be submitting a grant proposal to the Assistance to Firefighters Grant Program for the purchase of SCBA equipment which will be utilized by 2 Fire and EMS agencies within Allegany County. Bowling Green Volunteer Fire Department, Inc. agrees to comply with all regulations and requirements of hosting a regional application including but not limited to: reporting, bid design and evaluation, funding requests related to equipment purchases.

To meet the requirements of the Assistance to Firefighters Grant program a Memorandum of Understanding must be established to identify those jurisdictions responsible for matching funds associated with the communications equipment identified in the grant as well as certify that all participants must comply with the Notice of Funding Opportunity (NOFO) and all related Federal Regulations. By signing this document, the Cumberland Fire Department is aware and responsible for ensuring that all activities comply with federal Environmental Planning and Historic Preservations Compliance (EHP) regulations, laws, and Executive Orders as applicable.

IMPLEMENTATION OF AGREEMENT:

As signatories to this Memorandum of Understanding, and as previously verbally authorized, each participant agrees to provide 10% of the matching funds for the equipment identified in the application being prepared. The approximate 10% match for each of equipment is as follows:

SCBA, spare cylinder, face piece, and RIT pack

***All pricing and quantities are subject to final award decisions. Participants agree to this possibility and understand that the final list of received equipment and local matching requirements could be altered and will agree to the new terms of the award at the time of its institution.*

MOU continued on next page

EFFECTIVE DATE:

This Memorandum of Understanding is effective upon signature of the parties and will remain in effect throughout the period set forth by the Assistance to Firefighters Grant program of one year from the date of award. Copies of this document must be retained for a period of not less than 3 years from the closing date of the award's Period of Performance as defined in the NOFO.

The undersigned, by signing below, acknowledges that he/she is the authorized representative for the department/agency specified herein. The signatory also agrees to use any and all equipment provided to their department/agency for purposes specified in the grant.

AGREED TO BY:

Cumberland Fire Department
Authorized Representative

W. Shannon Adams, Interim Fire Chief
Name

W. M. Adams
Signature

526000786
Participant EIN

7/1/2021
Date

Bowling Green Volunteer Fire Department
Authorized Representative

W. Shannon Adams, Fire Chief
Name

W. M. Adams
Signature

23-7217370
Participant EIN

7/1/2021
Date

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

BOWLING GREEN VOLUNTEER FIRE DEPARTMENT, INC.

Information current from SAM.gov as of:	08/01/2021
DUNS (includes DUNS+4):	069434145
Employer Identification Number (EIN):	237217370
Organization legal name:	BOWLING GREEN VOLUNTEER FIRE DEPARTMENT, INC.
Organization (doing business as) name:	
Mailing address:	12420 MCMULLEN HWY CUMBERLAND, MD 21502-
Physical address:	12420 MCMULLEN HWY CUMBERLAND, MD 21502-5147
Is your organization delinquent on any federal debt?	N
SAM.gov registration status:	Active as of 12/02/2020
<input checked="" type="checkbox"/> We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date	

Applicant information

Please provide the following additional information about the applicant.

Applicant name	Bowling Green Volunteer Fire Department, Inc.
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Main address of location impacted by this grant

Main address 1	12420 McMullen Highway
Main address 2	
City	Cumberland
State/territory	MD

Zip code	21502
Zip extension	5147
In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?	Allegany County

Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award. Please provide the following additional information about the applicant.

Applicant type:	Fire Department/Fire District
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Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region. **Yes**

What kind of organization do you represent?	Combination (Majority Paid/Career)
---	------------------------------------

What is the percentage of career members in your organization?	66
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Please explain how this request benefits other organizations.	We are requesting funds for a regional SCBA grant. The fire departments in this grant are mutual aid departments and this will let our departments stay compatible operating on incident scenes together.
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Per the Notice of Funding Opportunity, do you have a Memorandum of Understanding (MOU) or equivalent document in place? **Yes**

Please attach your MOU or equivalent document (optional):

Filename	Date uploaded	Uploaded by	Label	Description	Action

How many regional partners will directly participate in this project? **2**

Please list each participating agency by name along with a point of contact (POC), to include a phone number. All regional participants must be eligible as defined by the Notice of Funding Opportunity.

Participating organization name	POC first name	POC last name	Phone number	Phone number extension	EIN
Cumberland Fire Department	Derrik	Grimm	3017596600		*****
Bowling Green VFD	Gary	Uncapher	3012689734		*****

How many active firefighters does your region have who perform firefighting duties? This is the combined personnel of all departments/agencies included in this application. **75**

How many of the active firefighters in your region are trained to the level of Firefighter I or equivalent? **10**

How many of the active firefighters in your region are trained to the level of Firefighter II or equivalent? **65**

Are you requesting training funds in this application to bring 100% of the firefighters in your region into compliance with NFPA 1001? **No**

Which of the following standards does your organization meet regarding physicals? If physicals are not required then do not select any option. (optional)

☐ Meets NFPA or 1500 standard

☒ Meets NTSB or DOT standard

☒ Meets State/Local standard

How many members in your region are trained to the level of EMR or EMT, Advanced EMT or Paramedic? **65**

Do the departments in your region have a Community Paramedic program? **No**

Do the departments in your region have a Community Paramedic program? **No**

How many stations are in your region? **4**

Does your region protect critical infrastructure of the **Yes**

state?

Please describe the critical infrastructure protected below.

The County's Infrastructure includes the usual utilities as well as major roadways including Interstate 68, US Routes 40 and 220, and 15 Maryland Highways. We have the CSX railroad running through the area with the train yard and track system running through the City of Cumberland. In addition to the local schools the County also hosts 2 institutions of higher learning including Frostburg State University, and the Allegany College of Maryland, (junior/community college). The North Branch Correctional Institution which opened in 2003, and the earlier adjacent Western Correctional Institution are operated by the Division of Corrections of the Maryland Department of Public Safety and Correctional Services. Both are located in an unincorporated area of Allegany County, just southwest of Cumberland. The prison housed male death row inmates, who were moved from the Maryland Correctional Adjustment Center, from June 2010 until death row was closed in 2014. The State and County court systems in the City of Cumberland along with other City, County, and State buildings.

Do all departments in this request report to NFIRS? Yes

Please enter the FDIN/FDID of the host department. 01008

Operating budget

What is your organizations operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

Current fiscal year: 2021

Fiscal Year	Operating budget
2021	\$5,742,840.00
2020	\$6,942,296.00

Fiscal Year	Operating budget
2019	\$5,445,204.00

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)? **68**

What percentage of the declared operating budget is derived from the following	2021	2020	2019
Taxes	63	63	63
Bond issues	0	0	0
EMS billing	8	8	8
Grants	0	0	0
Donations	1	1	1
Fund drives	28	28	28
Fee for service	0	0	0
Other	0	0	0
Totals	100 %	100 %	100 %

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

While some are going to see the amount of our collective request and our collective budget then say that simple math says we could afford it, nothing could be farther from the truth. Even though it's a combined total of just under \$5.7 million in revenue that we're showing we'd like to remind everyone that this is an 2-agency proposal with the bulk of the funding being tax's to support the career Cumberland Fire Department personnel (68% of the total funding). As one of the poorest cities in the poorest county in the state, relying on Tax's and EMS billing is like hoping a licorice rope is going to hold up on a cliff rescue. In the City most residents don't have any insurance and are paying the IRS penalties,

or are on MediCare/Medicaid which doesn't pay well towards EMS either which means we're lucky any bills are ever paid. The rest is all from donations and fundraising efforts on the part of members at Bowling Green. That shows how reliant Bowling Green members are to bring in the funding they need to operate through various fund drives and other events. This is on top of the fact that our all-volunteer contingent at Bowling Green does this on top of taking care of calls, training, their jobs, and of course their families. There are already enough demands on them on top of the fact their results are phenomenal considering the local economy here. This level of funding that the City and County is providing is in jeopardy also since the City and County's population is decreasing slowly as jobs move out of the area (5.4% loss since 2010, nearly 5,000 residents). Other indicators seem stable enough for now but as the real estate bubble and ensuing gas price increases showed it doesn't take long for things to get bad but it does take a long time for things to get better again. With the City budget being \$19 Million almost one third (\$5.6 million) is for the funding of the fire department. Of the County's \$86 million budget nearly half (46.3%) goes to Education at all levels including Allegany College of Maryland, with another \$13.7 million on top of that going to the construction of a new high school building. Just short of 21 cents of every tax dollar received goes go to Public Safety, but the 28 Fire & EMS departments get the smallest portion since it is shared with the Sheriff's Department and the Department of Corrections. Adding insult to injury the paper plant in Luke which was almost the entire town closed last June and we have no idea what that will do to the County's budget yet. Their water plant processed all the drinking water for the residents and there still hasn't been an answer who is going to take over those costs either. There is little chance tax rates are going to increase or revenues will grow rapidly considering the overall economy here. The median income of Allegany County is 31% less than the state average, the median property value is 67% less than the state average, and the unemployment rate went up in the last year from 5.4% to 5.9% which helps explain our 16.7% poverty rate. Our communities are highly supportive of us as evidenced by our fundraisers

but there's a limit to generosity when our residents must take care of their families and their daily needs. It's a simple conclusion to say that given our situation, grants are the only way we can make any headway on capital projects of this size and that is why we're making this request.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?

No

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2020	2019	2018
What is the total number of line of duty member fatalities in your region over the last three calendar years?	0	0	0
What is the total number of line of duty member injuries in your region over the last three calendar years?	4	3	7

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.



Seated riding positions

The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero..

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface.	3	2	27

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Ambulances for transport and/or emergency response.	3	1	8
Tankers or tenders (water capacity of 1,000 gallons or more).	0	0	0
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.	2	0	10
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine.	1	0	4
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.	0	0	0
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.	6	0	22

Are the organizations in your region facing a new risk, Yes
expanding service to a new area, or experiencing an
increased call volume?

Please describe the critical infrastructure protected
below.

Fire Department/Fire District

Please explain how your department is facing a new
risk, expanding service to a new area, or
experiencing an increased call volume.

**Our departments have experienced an increase in
calls due to providing additional mutual aid
because of COVID putting a strain on the
manpower.**

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served

County

What type of community does your organization
serve?

Suburban

What is the square mileage of your first due response zone/jurisdiction served? **18**

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	15
Commercial and industrial purposes	25
Residential purposes	60
Total	100

What is the permanent resident population of your first due response zone/jurisdiction served? **26859**

Do you have a seasonal increase in population? **Yes**

What is your seasonal increase in population (number of people)? **40000**

Please describe your organization and/or community that you serve.

The City of Cumberland is a fully staffed career fire department that handles fire, rescue, haz mat, and ALS/BLS ambulance responses. The Bowling Green VFD is all volunteer fire department that handles fire, rescue, and first responder for EMS. As such the Bowling Green VFD is hosting the grant with the City of Cumberland Fire Department participating together to acquire new SCBA to protect our firefighters. Together we protect combined first-due area of 18 square miles in size with over 26,890 residents. All departments including Cumberland provide automatic mutual aid to each other so everyone works well together for the good of our City and County. This is critical to handling incidents of any size as the City of Cumberland and Allegany County is located at the base of the Appalachian Mountains but we have had our place throughout history. Cumberland was once known as the "Queen City," as it was once the second largest in the state, and is still often referred to as "Where the South Begins." After the American Revolution at the time of heavy migration across the Appalachian Mountains by pioneers, because of its strategic location it served as a historical outfitting and staging point for westward emigrant trail migrations throughout the first half

of the 1800s. In this role, it supported the settlement of the Ohio Country and the lands of that latitude of the Louisiana Purchase. It also became an industrial center, served by major roads, a canal connecting to Washington, DC, and railroads. Industry declined after World War II, and later urban, business and technological development in the state has been concentrated in eastern coastal cities. Today the Cumberland, MD-WV Metropolitan Statistical Area is one of the poorest in the United States, ranking 305th out of 318 metropolitan areas in per capita income. The County's Infrastructure includes the usual utilities as well as major roadways including Interstate 68, US Routes 40 and 220, and 15 Maryland Highways. In addition to the local schools the County also hosts 2 institutions of higher learning including Frostburg State University, and the Allegany College of Maryland, (junior/community college). The North Branch Correctional Institution which opened in 2003, and the earlier adjacent Western Correctional Institution are operated by the Division of Corrections of the Maryland Department of Public Safety and Correctional Services. Both are located in an unincorporated area of Allegany County, just southwest of Cumberland. The prison housed male death row inmates, who were moved from the Maryland Correctional Adjustment Center, from June 2010 until death row was closed in 2014.

Call volume

Summary	2020	2019	2018
Fire - NFIRS Series 100	121	123	120
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	20	21	12
Rescue & Emergency Medical Service Incident - NFIRS Series 300	764	669	761
Hazardous Condition (No Fire) - NFIRS Series 400	110	144	113
Service Call - NFIRS Series 500	127	141	161

Summary	2020	2019	2018
Good Intent Call - NFIRS Series 600	258	288	236
False Alarm & Falls Call - NFIRS Series 700	201	221	204
Severe Weather & Natural Disaster - NFIRS Series 800	3	1	12
Special Incident Type - NFIRS Series 900	1	0	0
Total	1605	1608	1619

Fire

How many responses per year per category?	2020	2019	2018
"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	78	82	77
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	19	16	13
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	10	12	14
Total	107	110	104

Total acreage per year	2020	2019	2018
Total acreage of all vegetation fires	6	8	11

Rescue and emergency medical service incidents

How many responses per year per category?	2020	2019	2018
"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	143	160	161
"Extrications from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	4	2	7
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	40	54	51
EMS-BLS Response Calls	38	43	40

How many responses per year per category?	2020	2019	2018
EMS-ALS Response Calls	0	0	0
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Community Paramedic Response Calls	0	0	0
Total	225	259	259

Mutual and automatic aid

How many responses per year per category?	2020	2019	2018
Amount of times the organization received Mutual Aid	1	1	2
Amount of times the organization received Automatic Aid	67	35	38
Amount of times the organization provided Mutual Aid	66	64	54
Amount of times the organization provided Automatic Aid	68	83	84
Of the Mutual and Automatic Aid responses, amount that were structure fires	0	0	0
Total	202	183	178

Grant request details

Grant request details Grand total:
\$339,000.00

Program area: Operations and safety

Total requested for Personal Protective Equipment (PPE) activity: \$339,000.00

Face Pieces (not associated with SCBA requests)

QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
30	\$800.00	\$24,000.00	Equipment

DESCRIPTION

To outfit all personnel with their own mask (30 additional) for sanitary and proper fitting purposes at a cost of \$800 each.

More Details for Face Pieces (not associated with SCBA requests).

What is the purpose of this request? **Increase supply for new hires and/or existing firefighters that do not have one set of turnout gear (PPE) or allocated seated positions (SCBA)**

Are you requesting for members that currently do not have above-mentioned item? **Yes**

Enter the number of members that do not have this item **30**

Is your department trained in the proper use of the PPE/SCBA being requested? **Yes**

Are you requesting funding for training for this PPE/SCBA? **No**

If you are not requesting training funds through this application, will you obtain training for this PPE/SCBA through other sources? **Yes**

SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
45	\$7,000.00	\$315,000.00	Equipment

DESCRIPTION

45 New SCBA's; 45 replacing non compliant SCBA's; each SCBA will cost \$7,000 including a mask and 2 cylinders.

More Details for SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders.

What is the purpose of this request? **Replace non-compliant equipment to current standard**

Is your department trained in the proper use of the PPE/SCBA being requested? **Yes**

Are you requesting funding for training for this PPE/SCBA? **No**

If you are not requesting training funds through this application, will you obtain training for this PPE/SCBA through other sources? **Yes**

How many of your seated riding positions currently have compliant SCBA assigned to it? **None**

To which edition(s) of the NFPA 1981 standard are your SCBA or Cylinders compliant? Please account for all SCBA/Cylinders currently in your department's inventory, not just the SCBA/Cylinders you wish to replace. If you have damaged or inoperable items, please list them in the "Obsolete/non-compliant" section.

Year	SCBA Current Inventory	SCBA Being Replaced	Cylinders Current Inventory	Cylinders Being Replaced
2018 Edition	0	0	0	0
2013 Edition	0	0	0	0
2007 Edition and older	45	45	90	90
Obsolete/non-compliant	0	0	0	0

More Details for Personal Protective Equipment (PPE).

Narrative

We're thankful that we have a large group of personnel between our 2 departments, 75 to be exact. What they'd all like to be thankful about is being protected on fire calls. In the poorest county in the State of Maryland we have such a strong sense of helping one's neighbor through our agencies yet we don't have SCBA's current enough to provide proper safety metrics. All the departments included in the grant request have breathing apparatus that are 14 years old and are 3 NFPA 1981 revisions out of compliance. Except for turnout gear, the SCBA is the most important piece of protective equipment a fire fighter uses. A recent needs assessment of our collective departments identified a lack of SCBA interoperability between the departments and the inability financially to purchase updated SCBA to meet the newest NFPA standard and available technology as the greatest risk to our firefighters and residents alike. Our current inventory across both agencies includes 45 – 2007ed. To correct this situation and properly outfit all apparatus including ambulances (cross-staffed) with SCBA we are requesting assistance in purchasing 45 new SCBA for the 45 SCBA eligible seats. Each SCBA will cost \$7,000 including a mask and 2 cylinders, and we are also going to outfit all personnel with their own mask (30 additional) for sanitary and proper fitting purposes at a cost of \$800each. This gives us a total project cost of \$339,000 for which we are seeking \$308,181.82 in federal assistance. An implementation plan has been developed and qualified training staff are available to carry out fit testing and comprehensive user training for all end users. All training and support activities will be done by internal instructors at no additional cost. All training and fit testing will be completed before the new SCBA are placed in service to ensure all personnel are familiar with their operations. New SCBA will also allow us to become compliant once again with: NFPA 1407 - Standard for Fire Service Rapid Intervention Crews NFPA 1500 – Standard on Fire Department Occupational Safety and Health Program NFPA 1581 – Standard on Fire Department Infection Control Program OSHA 29 CFR 1910 – Regulation on Protective Clothing for Employees, 2in/2out. NFPA 1720 – Standard

for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations and Special Operations to the Public by Volunteer Fire Departments NFPA 1981 - Standard on Open-Circuit Self-Contained Breathing Apparatus for Fire and Emergency Services NFPA 1982 - Standard on Personal Alert Safety Systems (PASS) Our training is already compliant with NFPA 1001 the Standard for Fire Fighter Professional Qualifications and NFPA 1404 the Standard for Fire Service Respiratory Protection Training.

Cost/Benefit

Although SCBA are expensive, they are unquestionably one of the most important pieces of firefighting equipment. Based on local Standard Operating Procedures, SCBA are used any time a hose line is pulled (except wildland fires) and is also used at calls such as fire alarm activation's and carbon monoxide and hazardous materials events. Overall it the most used piece of equipment on our fire apparatus except for maybe hoselines. As a result of the amount of use and ability to protect our members in hostile environments it is the most cost-effective piece of equipment that we carry. The high usage and age of current SCBA also contributes to our current high maintenance costs. This grant would help reduce those maintenance costs and therefore increase the benefit of the grant in reducing future operating costs by providing most of the funding for the SCBA replacement. Due to the age of our current SCBA repair costs are becoming a financial burden. Due to SCBA are being taken out of service and parts are being taken from one unit to repair another which doesn't do much for our confidence in the so-called "working" SCBA we're using. After all we just took a failed SCBA, and put used parts from another SCBA of the same age and condition, and suddenly are going to trust it completely as if it's all new parts? Used parts are exactly that, and when it comes to some of them like valves and fittings each part wears differently within each SCBA, so moving a used part to another SCBA isn't a guarantee of a proper fit. We could be making things worse before we improve them which increases the risks of continuing to use our SCBA instead of reducing them, but it's all we can afford to do.

This replacement will also improve interoperability throughout the region as well as promoting efficiency in the areas of maintenance, training, safety, and fireground interoperability. This grant will also allow the both departments to better focus on the core mission of providing protection to the citizens of their communities. Currently all departments receive tax-based funding, but it is not enough to provide for all the necessary operating expenses and apparatus purchase.. The price of the SCBA reflects current market prices from several vendors and will be purchased off a competitively bid contract to keep unit pricing as low as possible. The departments involved and the amount of equipment to be purchased will make pricing much better than if each department were to buy individually. The cooperative effort reflected in this request will further enhance the cost effectiveness of the purchase. This grant will allow our departments to enhance the safety of their members, enhance fireground interoperability, and allow them to better serve their communities, while at the same allow them to use the limited funding they available on other needs such as small equipment and turnout gear replacement.

Statement of Effect

In our rural region with so much distance between departments time is our greatest enemy it doesn't bode well for public support or firefighter safety to have to arrive on scene and then wait for more firefighters that have viable PPE to show before we actually start fighting fire. Delaying the interior attack allows the fire's size to increase causing more damage and lengthening the time span of the incident, both of which will serve to increase the risk of injuries to everyone in the community. As mentioned in the previous section, we have the firefighters who are willing and able to respond we just don't have the SCBA for them to wear. All the involved jurisdictions train their firefighters in the same methods of SCBA usage because they all require NFPA 1001 Firefighter 1 certification for interior structural firefighters. This grant will provide that everyone is trained in the use of same brand and generation of SCBA, including emergency and RIT procedures, so that on the fireground everyone will be able react in the same way to

problems and improve the chances of a successful outcome to a firefighter emergency. Additionally, using compatible SCBA will make equipment exchange seamless in the event of breakdowns as the breathing apparatus can be moved between departments. Also having one type and generation of SCBA will allow for selection of a few people who are thoroughly trained to make proper repairs and return equipment to the field quickly. It will also allow for the stocking of parts for one type and generation of SCBA rather than several. This is costly and inefficient. As stated earlier, SCBA is the critical hardware piece to providing firefighters with the ability to safely serve our citizens. Our SCBA is used often on many types of incidents and to ensure firefighter safety we monitor CO and HCN readings and require the use of SCBA until the atmosphere is clear. The departments often work together as standard structural fire dispatch is four stations. This often requires multijurisdictional response by the departments involved in this grant request. This project is in line with our mission of safety first by giving us the ability to quickly resolve incidents of any kind, and limit life and property loss in our community. With our current call volume for both first-due and mutual aid fires all signs point to the fact that we'll only be getting busier every year meaning the longer we use these worn out SCBA the greater the chance that someone gets hurt. If we're stuck staying outside to fight the fires because we don't have enough SCBA at each department on each apparatus then there's no other foreseeable outcome than major fire losses in our areas. We're training and responding to prevent that, but without the ability to protect our firefighters at least minimally while they're doing their jobs we aren't going to send them in. We've already had several close calls, but at some point luck runs out when you're pushing it like we are in continuing to use PPE as old as what we have. The safety of our personnel is our focus in this application since if we can't protect our firefighters properly, we can't protect anyone else either. Thank you for taking the time to consider our request.

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

Grant request summary

Activity	Number of items	Total cost
Personal Protective Equipment (PPE)	2	\$339,000.00
Total	2	\$339,000.00

Is your proposed project limited to one or more of the following activities ⓘ : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

No

Please download the EHP Screening form available at <https://www.fema.gov/media-library/assets/documents/90195>. Once you have been awarded the grant and have accepted the award, please complete and send your screening form and attachments to GPDEHPinfo@fema.dhs.gov.

Filename	Date uploaded	Uploaded by	Label	Description	Action

Budget summary

Budget summary

Object class categories	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$339,000.00

Object class categories	Total
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Total direct charges	\$339,000.00
Indirect charges	\$0.00
TOTAL	\$339,000.00
Non-federal resources	
Applicant	\$30,818.18
State	\$0.00
Other sources	\$0.00
Remarks	
Total Federal and Non-federal resources	
Federal resources	\$308,181.82
Non-federal resources	\$30,818.18
TOTAL	\$339,000.00
Program income	\$0.00

Contact information

No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below.

The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

**MR William S
Adams**
Fire Chief

Primary phone
3018761941
Mobile

Additional phones
3017596484
Work

Fax

shannon.adams@cumberlandmd.gov

Assurance and certifications

OMB number: 4040-0007, Expiration date: 02/28/2022 [View burden statement](#)

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007

Expiration Date: 02/28/2022

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or

regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of

historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OMB number: 4040-0013, Expiration date: 02/28/2022 [View burden statement](#)

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

Accuracy of application

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

Authorized Organizational Representative for the grant

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

Authorization to submit application on behalf of applicant organization

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.

File Attachments for Item:

. Order 26,874 - authorizing the execution of Change Order No. 1 with Carl Belt, Inc. for the "Flood Control System Concrete Repairs Project" (1-13-FPM) for the hiring of a qualified industrial lead abatement subcontractor for the increased amount of \$39,000.00, bringing the current total contract price to \$187,650.00

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

ORDER NO. 26,874

DATE: September 21, 2021

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

THAT, the interim City Administrator be and is hereby authorized to execute Change Order No. 1 to the original contract with Carl Belt, Inc., 11521 Milnor Avenue, Cumberland, MD 21502, for City Project "Flood Control System Concrete Repairs" (01-13-FPM) for lead and heavy metals testing of existing paint on the trash rack, that resulted in in lead amounts over the allowable limit for general purpose removal. Carl Belt, Inc. hired a qualified industrial lead abatement subcontractor for the total amount of Thirty-nine Thousand Dollars and No Cents (\$39,000.00), increasing the original contract total amount to One Hundred Eighty-seven Thousand, Six Hundred Fifty Dollars and No Cents (\$187,650.00).

Raymond M. Morriss, Mayor

<i>Carl Belt, Inc.</i>	<i>Contract Price</i>
Original Contract Price	\$148,650.00
Change Order No. 1	\$ 39,000.00
New Contract Price	\$187,650.00

Budget: 003.399XF.63000
MDE Grant Funding



Maryland

Department of the Environment

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

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

August 31, 2021

Mr. Robert Smith, P.E.
Director of Engineering
City of Cumberland Public Works
57 North Liberty Street
Cumberland, MD 21502

Re: FMG 01.01
Cumberland Flood Control System and Concrete Repairs
Change Order No. 1 Approval Letter
Allegany County (City of Cumberland)

Dear Mr. Smith:

The Maryland Department of the Environment (MDE) has completed its review of Change Order No. 1 for the above referenced project. The attached certification reflects an ***increase of \$39,000.00*** in the contract price and an ***increase of 0 calendar days*** in contract time. This change order increases the cost of the contract due to the need for a lead abatement subcontractor to remove high levels of lead found in paint at the work site.

As per the Plans and Specification approval letter dated February 4, 2021, Change Order No. 1, in the total amount of **\$39,000.00** is eligible for Comprehensive Flood Management Grant (FMG) funding. This eligibility determination is contingent upon the availability of FMG grant funds. The actual reimbursement of eligible costs is dependent upon the terms of your specific grant agreement with MDE. If you have any questions, please call me at (410) 537-3770 or Arjun Singh, Project Engineer, at (410) 537-3727.

Sincerely,

Rajiv Chawla

Rajiv Chawla, Division Chief
Region I Project Management Division
Engineering and Capital Projects Program
Office of Budget & Infrastructure Financing

Enclosures

cc: Olubukola Adeyemi/Tonya Randall (MDE/WQFA) w/encl
Mehdi Majedi (MDE/ECPP) w/encl

CHANGE ORDERS OR EXTRA WORK ORDERS CERTIFICATION

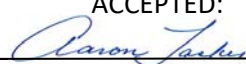
APPLICANT: City of Cumberland			
DESIGN ENGINEER: City of Cumberland Department of Engineering			
CONTRACTOR: Carl Belt, Inc.			
PROJECT NAME: Cumberland Flood Control System and Concrete Repairs			
PROJECT No. FMG 01.01			CONTRACT No.
CO No.	ADJUSTMENT REQUESTED		ADJUSTMENT ELIGIBLE
1	(+) \$39,000	00	(+) \$39,000 00
TOTAL ELIGIBLE COST			(+) \$39,000 00
TOTAL ELIGIBLE TIME EXTENSION			N/A
REMARKS:			
<p>Item No. 1 – Lead Abatement: This item increases the contract due to the need for a lead abatement subcontractor for the project due to high levels of lead found in paint at the work site. Testing of paint at the site found a level of 2.5% lead which is above the EPA-regulated threshold which requires abatement. A specialty paint sub-contractor is needed to properly cover and sandblast the paint due to the high levels of lead.</p>			
Increase in contract cost		(+)	\$39,000.00
TOTAL CO No. 1		(+)	\$39,000.00
Contract Time Extension: N/A			
DATE: August 31, 2021		SIGNATURE: <i>Rajiv Chawla</i>	
NAME: Rajiv Chawla			
TITLE: Chief, Region I Project Management Division			
ENGINEERING AND CAPITAL PROJECTS PROGRAM			

Date of Issuance: 08/27/2021	Effective Date: 08/27/2021
Owner: City of Cumberland	Owner's Contract No.: 1-13-FPM
Contractor: Carl Belt, Inc.	Contractor's Project No.: 4090
Engineer: City of Cumberland	Engineer's Project No.: 1-13-FPM
Project: Flood Control System Concrete Repairs	Contract Name: Flood Control System Concrete Repairs

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

Description: Carl Belt, Inc. tested existing paint on the trash rack located at the Dry Run site in Jaycee's Park for lead and heavy metals. This paint was previously not expected to contain lead. Upon receiving the results that the paint contained lead over the allowable limit for general purpose removal, (attached), Carl Belt, Inc. in required to hire a qualified industrial lead abatement subcontractor. This subcontractors qualifications, methods of removal, containment, environmental monitoring, and testing are cause for this change order. Attachments: Correspondence with the City of Cumberland on possibility of Lead, Carl Belt Lead Sample Request, Clark Testing Results

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 148,650.00	Original Contract Times: 90 Days Substantial Completion: <u>11/21/21</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: <u>11/21/21</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 148,650.00	Contract Times prior to this Change Order: Substantial Completion: <u>11/21/21</u> Ready for Final Payment: _____ days or dates
(Increase) [Decrease] of this Change Order: \$ 39,000.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>11/21/21</u> Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 187,650.00	Contract Times with all approved Change Orders: Substantial Completion: <u>11/21/21</u> Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: 	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Project Manager	Project Manager
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: 8/30/21	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Aaron Tasker

From: matt.idleman@cumberlandmd.gov
Sent: Thursday, March 11, 2021 1:18 PM
To: Aaron Tasker; Jared Burkett; smurphy@marallen.com; jdgroff@marallen.com; 'Chris Rhodes'; 'Bids'; 'Justin Bender'; jblanco@otbcontracting.com; 'Tim Murphy'; jerry.felton@cumberlandmd.gov; robert.smith@cumberlandmd.gov; 'Derrick Grimm'
Cc: robert.smith@cumberlandmd.gov
Subject: RE: Flood Control System

This message was sent from outside the company.

All:

The City does not expect the existing paint on the trash rack of the Dry Run Dam to contain lead.

Thanks,

Matt Idleman, PE
City of Cumberland
301-759-6503

From: Aaron Tasker <ATasker@thebeltgroup.com>
Sent: Thursday, March 11, 2021 12:58 PM
To: matt.idleman@cumberlandmd.gov
Subject: Flood Control System

Mr. Idleman,

Does the city expect the painting on the trash rack to contain lead? If so, will the contractor need to be qualified as a lead abatement on structural steel remover, or have a qualified outfit perform the work?

Thanks

 **Aaron Tasker**
THE BELT GROUP OF COMPANIES
Estimator/ Project Manager
11521 Milnor Ave. P.O. Box 1210
Cumberland, MD 21501-1210
Phone: 301-729-8900

Belt

Group of Companies



August 17, 2021

Clark Laboratories
1801 Route 51 South Bldg. 9
Jefferson Hills, PA 15025

15-
57835

To Whom it May Concern:

I have enclosed a sample that I would like to get tested for Lead Content. I would like to get a 24-hour turnaround on the sample (if possible). Please let me know when you get results and email them to me at jfarris@thebeltgroup.com.

Enclosed:

Sample 1: Paint sample from Flood Control Trash Rack

Thank you

Joe Farris

jfarris@thebeltgroup.com

301-729-8900 ext. 619 office 301-707-0511 cell

Clark Laboratories, LLC
• RECEIVED

AUG 18 2021

accepted by (initials): VMV
Time: 11:00 Am

Clark Laboratories LLC
Industrial Hygiene Lab
1801 Route 51 South - Bldg 9
Jefferson Hills, PA 15025

PHONE: 412-387-1001 FAX: 412-387-1028
AIHA-LAP, LLC Lab ID: 100355 <http://www.clarktesting.com>

Final Report
Tracking Sheet: 57835



Carl Belt Inc. 11521 Milnor Ave., sw P.O. Box 1210 Cumberland, MD 21501-1210	Customer Code: 1069 - 0001 Attention: AP, Ealnor Woods Work Req By: Joe Farris Customer P.O.: Project Number:	Phone: (301) 729-8900 x619 Fax: (301) 729-0921 Email: jfarris@thebeltgroup.com Loc: Flood Control Trash Rack Date Rcvd: 08/18/21
---	---	--

Sample Id: 000414557	Client Sample Id: SAMPLE 1: FLOOD CONTROL RAC	Sampling Date: 08/17/21
----------------------	---	-------------------------

Analyte	Method	Analysis Date	An. Init.	Reporting Limit	Results
					Total
Lead in Paint	SW3051A/6010 m.	08/19/21	BM	0.0030 %	2.5 %

NOTE: Tests designated with an asterisk (*) are covered under the AIHA-LAP, LLC Lab ID#100355 scope of testing.

Analyst: Brandon J. Miller
Brandon Miller - Metals

Date: 08/19/21

Approved: Richard A. Whartenby

Date: 08/20/21

Unless otherwise noted:

Samples were received in acceptable condition.

All testing meets our laboratory QA guidelines.

Gravimetric results have been Field Blank corrected.

Sample results relate only to those samples analyzed.

Time, Flow Rate, and/or Sample Volume data are based on client supplied information.

The analysis of Silica has been determined to be free of any interferences.

General Notes:

< : Less than the indicated Reporting Limit

NA : Information not available or not applicable

+ : Back section of Sorbent Tube shows breakthrough

***** END OF REPORT *****

Council Agenda Summary

Meeting Date: 9/21/2021

Key Staff Contact: Matt Idleman

Item Title:

Change Order No. 1 Flood Control System Concrete Repairs, City Project No. 1-13-FPM

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

The City of Cumberland must amend the original contract with Carl Belt, Inc. in order to include the increase in contract price due to testing existing paint on the trash rack for lead and heavy metals. Upon receiving the results that the paint contained lead over the allowable limit for general purpose removal, Carl Belt, Inc. hired a qualified industrial lead abatement subcontractor. These costs increased the original contract in the amount of \$39,000. This will bring the total contract price to \$187,650.00

Amount of Award: \$39,000.00

Budget number: 003.399XF.63000

Grant, bond, etc. reference: MDE Grant Funding

File Attachments for Item:

. Order 26,875 - authorizing execution of a Contract of Sale with H&H MDRP, LLC for the City's purchase of property at 309 Fayette Street (Tax Acct No. 06-027172) for the amount of \$ 2,500.00, and authorizing acceptance of the deed of transfer

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

ORDER NO. 26,875

DATE: September 21, 2021

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

THAT, the Mayor be and is hereby authorized to execute a Contract of Sale by and between the Mayor and City Council of Cumberland ("Buyer") and H&H MDRP, LLC ("Seller") for the property and improvements thereon located at 309 Fayette Street, Cumberland, as recorded among the Land Records of Allegany County, Maryland in Book 1660, Page 108, Tax Account No. 06-027172, for the purchase price of Two Thousand Five Hundred Dollars and No Cents (\$ 2,500.00); and

BE IT FURTHER ORDERED, that the City shall accept the deed effecting the transfer of said property, provided settlement contingencies are met; and

BE IT FURTHER ORDERED, that the Interim City Administrator and City Solicitor are jointly and severally granted the authority to grant extensions of time for the date of settlement and execute and deliver such documents as are necessary to facilitate or effect the closing for the subject property.

Raymond M. Morriss, Mayor

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made by and between **Mayor and City Council of Cumberland** ("Buyer") and **H&H MDRP, LLC** ("Seller") and is effective as of the date its execution is completed as shown in the signature provisions on the last page of this Contract before the Addenda.

1. Property Description. Seller does agree to sell to Buyer, and Buyer does agree to purchase from Seller, all of the following tract/parcel of land, together with the improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto or in anywise appertaining which are owned by Seller and are hereinafter referred to collectively as the "Property":

309 Fayette Street, Cumberland, MD 21502, Allegany County Land
Records Book 1660, Page 108, Tax Account No. 06-027172.

2. Purchase Price. The purchase price for the Property (the "Purchase Price") is Two Thousand Five Hundred Dollars (\$2,500.00).

3. Payment Terms. The Purchase Price shall be paid at settlement.

4. Estate. The Property is being conveyed in fee simple.

5. Contingencies. This Contract and the consummation of the transaction contemplated by its terms are contingent upon the following:

- A. Seller shall deliver the Property to Buyer free of tenants or inhabitants of any kind, with all of any such individuals' personal property and belongings having been removed. Seller shall be responsible for legally evicting any tenants who may have been leasing the Property.
- B. Seller shall be responsible for the termination of all utility services to the Property.
- C. Settlement shall be contingent upon Buyer's performance of a walk-through inspection of the Property within 48 hours prior to settlement in order to confirm that the Property will be delivered to Buyer in accordance with the terms of Sections 5 and 8 of this Contract. If Seller does not have keys to the Property, Buyer may hire a locksmith, at its sole expense, in order to obtain entry. Buyer shall have the right to waive this contingency and proceed to settlement without conducting the said inspection. If Seller does not have keys and Buyer does not hire a locksmith in time to perform the walk-through, then Seller will have waived the right to conduct the walk-through.

Notwithstanding the foregoing, Buyer shall have the right to insist that Seller perform as required in subparagraphs A and B above. In that regard, Buyer shall have the right to bring an action to

specifically enforce those provisions in the event they are not met within the time frame set for settlement as provided for hereinafter.

6. **Representations & Warranties.** The Property is being sold in as-is condition, without any express or implied warranties or representations made as to its condition or otherwise, and subject to all defects, if any, known or unknown.

7. **Risk of Loss.** The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer.

8. **Possession.** Seller agrees to give Buyer possession and occupancy of the Property at the time of settlement. Seller will deliver the Property in substantially the same physical condition as of the date of his/her/their/its execution of this Contract but free of Seller's personal property and all junk, trash and debris. Any personal property, junk, trash or debris shall be deemed to be abandoned and Buyer may dispose of it in any manner it sees fit, including, but not limited to, selling it or disposing of it as rubbish.

9. **Taxes.** Buyer shall be responsible for the payment of all past and presently due real estate taxes.

10. **Deed and Title.** Upon payment of the Purchase Price, a deed conveying the Property from Seller to Buyer containing covenants of special warranty and further assurances shall be executed by Seller. Buyer shall prepare the deed at its expense. Title to the Property shall be good and merchantable, free of liens and encumbrances, except as specified herein and except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

11. **Agency/Real Estate Commission.** Seller and Buyer warrant and represent that no real estate broker participated in the procurement or negotiation of this Contract. Each party agrees to defend, indemnify, and hold the other harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive settlement and the delivery, acceptance and recordation of the deed for the Property or the termination of this Contract.

12. **Settlement.** Settlement shall occur no later than forty-five (45) days after the effective date of this Contract. Buyer's City Solicitor is authorized to consent to extensions of the date for settlement on behalf of Buyer.

14. **Documentary Stamps, Recordation, Transfer Taxes.** All transfer and recordation taxes and fees payable in connection with the sale of the Property shall be paid by Buyer.

15. **Assignability.** This Contract may not be assigned without the written consent of Seller, said consent not to be unreasonably withheld.

16. **Captions.** The marginal captions of this Contract are for convenience and in no way define or limit the intents, rights or obligations of the parties hereunder.

17. **Entire Agreement.** This Contract contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

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

19. **Breach of Contract and Default.** Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. In the event of a breach, each of the parties hereto is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. If either party defaults, the party committing the default, whether Buyer or Seller, shall reimburse the non-defaulting party for the court costs, litigation expenses, and reasonable attorneys' fees that party incurred as a result of the default.

20. **Binding Effect.** This Contract shall be binding upon the parties hereto and each of their respective heirs, personal representatives, administrators, executors, successors, assigns, and guardians

21. **Gender/Tense/Conjugation.** The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

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

23. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

24. **Signing by Facsimile or Other Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or

counterparts of this Contract. Once said facsimile and/or other electronically transmitted signed copies or counterparts are executed by each of the parties hereto, they shall have the same binding effect as would a signed original Contract once delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto as of the date written beneath those signatures.

WITNESS:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

By: _____

Raymond M. Morriss, Mayor

Date

H&H MDRP, LLC

By: _____

Scott Haines
Scott Haines, Member

9/7/2021

Date

File Attachments for Item:

. Order 26,876 - accepting the State Bid from Hertrich Fleet Services, Inc. for four (4) 2022 police vehicles at a total cost of \$147,068.00

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

ORDER NO. 26,876

DATE: September 21, 2021

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

THAT, the State Bid proposal from Hertrich Fleet Services, Inc. 1427 Bay Road, Milford, DE 19963 to supply four (4) 2022 Ford Police Interceptor Utility vehicles for the not-to-exceed amount of One Hundred Forty-seven Thousand, Sixty-eight Dollars (\$147,068.00) and No Cents is hereby accepted; and

BE IT FURTHER ORDERED, that all equipment shall be purchased as part of the State of Maryland Contract for police equipment, pursuant to Section 2-171(b) of the City Code.

Raymond M. Morriss, Mayor

Budgeted: Police Department

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep
Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

September 15, 2021

Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

Lt. James Burt,

We are pleased to provide this quote for a 2022 Ford Police Interceptor Utility, K8A, priced per **Maryland BPO# 001B1600353**, and equipped as follows: 3.3L V6 TI-VCT Engine, 10 Speed Automatic Transmission, Rear Door Locks / Windows In-operable, Remote Keyless Entry, Daytime Running Lamps, **Rear View Camera Display in Rear View Mirror.**

✓	Code	Description	Amount
	Vehicle	2022 Ford Police Interceptor Utility AWD ; 3.3L V6 DI Engine	\$32,387
	UM/96	Agate Black Exterior – Cloth Front Buckets & Rear Vinyl Bench	N/C
	500A	All Standard Equipment per PEP 500A	N/C
	BLT	Bluetooth Connectivity	STD
	153	Front License Plate Bracket	N/C
	63B	Side Marker LED – Sideview Mirrors (Driver – Red / Passenger – Blue) <ul style="list-style-type: none">• Located on the exterior mirror housing	\$290
	51T	Drivers Side LED Spotlight – Whelen	\$420
	43D	Dark Car Feature – Courtesy Lamp Disabled when any door is opened	\$25
	17T	Cargo Area Dome Lamp – Red / White	\$50
	67H	Ready for the Road Package: All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus <ul style="list-style-type: none">– Whelen Cencom Light Controller Head with dimmable backlight– Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor (mounted behind 2nd row seat)– Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails– High current pigtail– Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head– Pre-wiring for grille LED lights, siren and speaker (60A)– Rear console plate (85R) – contours through 2nd row; channel for wiring– Grille linear LED Lights (Red / Blue) and harness– 100-Watt Siren / Speaker– Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P) Note: Not available with options: 66A, 66B, 66C, 67G, 67U and 65U	\$3595
		Total per Vehicle	\$36,767
		Total for 4 Vehicles	\$147,068

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep
Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

Please get in touch with any changes, questions or to place an order.

Respectfully Submitted,

Jim Blecki

Council Agenda Summary

Meeting Date: July 21, 2021

Agenda Item Number: FY21 Police Vehicles Hertrich Fleet Services Inc.

Key Staff Contact: Chief Chuck Ternent/Lt. Jim Burt

Item Title:

FY21 Police Vehicles Hertrich Fleet Services Inc.

Summary:

Request to accept the State bid from Hertrich Fleet Services Inc. for four police vehicles at a cost of \$147,068.00

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	\$147,068.00
Value of award:	
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? Yes <input checked="" type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

File Attachments for Item:

. Order 26,877 - accepting the recommendation from the Cumberland Planning Commission to approve a Zoning Map Amendment (ZMA 21-01) to apply the Rehabilitation & Redevelopment Floating Zone (R&R) to property at 718 Frederick Street to re-establish a former local business/commercial use on the ground level for the establishment of a tattoo shop

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

ORDER NO. 26,877

DATE: September 21, 2021

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

THAT, the recommendation from the Cumberland Planning Commission, dated July 7, 2021, to approve a Zoning Map Amendment (ZMA 21-01) to apply the Rehabilitation & Redevelopment Floating Zone (R&R) to property at 718 Frederick Street, owned by Rick Toms, to re-establish a former local business/commercial use to the ground level portion of the property to open a tattoo shop be and is hereby accepted; and

BE IT FURTHER ORDERED, that formal procedures to approve the recommended amendment to the City's zoning map shall be commenced.

Raymond M. Morriss, Mayor



CITY OF CUMBERLAND MARYLAND

DEPARTMENT OF ENGINEERING

TO: Ken Tressler, Interim City Administrator
FROM: Morgan Alban, GIS Specialist
DATE: August 18, 2021
RE: ZMA 21-01 – 718 Frederick St (RR Floating Zone)

Please find attached a report approved by the Planning Commission (by a 3-0 vote) at its August 9, 2021 Special Meeting recommending approval by the Mayor and City Council of a Zoning Map Amendment (ZMA 21-01). This map amendment was prepared by staff to apply the RR (Rehabilitation & Redevelopment Floating Zone) to property owned by the applicant at 718 Frederick Street to re-establish a former local business/commercial use to the ground level portion of the property to open a tattoo shop at the property.

Under the Land Use Articles of the Annotated Code of Maryland, this report must be presented to the Mayor and City Council at a regular meeting and a date scheduled for a final public hearing by the Mayor and City Council before the ordinance may be adopted. Therefore, we would like to request a public hearing date at which time I can explain the proposed amendment and answer any questions the Mayor and Council members may have. Once the hearing has been scheduled, I will prepare the required public notice and submit it to Margie Woodring for publication in the Cumberland Times-News as prescribed by Maryland Law. Please feel free to submit the draft ordinance language to our City Solicitor for his use in preparing the final Ordinance.

If you have any additional questions, please let me know. I will transmit a copy of this memo to Margie Woodring by e-mail.

MAYOR
RAYMOND M. MORRISS

COUNCIL
SETH D. BERNARD
RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
LAURIE P. MARCHINI

**INTERIM CITY
ADMINISTRATOR**
KEN TRESSLER

CITY ENGINEER
ROBERT L. SMITH, P.E.



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)759-6600 • FAX (301)759-6608 • TDD (800)735-2258

CUMBERLAND PLANNING COMMISSION STAFF REPORT

ZMA 21-01 – 718 Frederick Street – RR Rezoning

July 7, 2021

Overview:

A petition has been submitted by Rick Toms to apply the RR – **Rehabilitation and Redevelopment Floating Zone** to property that he owns at 718 Frederick Street. The applicant is seeking to re-establish a former commercial use designation for the ground floor of the two-story building. This property was previously opened as a Hair and Nail Salon and already has an established storefront with a converted apartment upstairs, which will be occupied by Mr. Toms' and his family, while working out of the storefront below. The property is currently zoned R-U – Urban Residential, which, according to Section 25-144 (Rehabilitation and Redevelopment Floating Zone District) of the Zoning Ordinance is a zoning district that is eligible to receive the proposed RR zoning. The property adjoins R-U zoned properties on all sides and there are several other non-residential uses in the immediate neighborhood, including Frederick Street Carpet, Cosmetic and Family Dentistry, Western Maryland Food Bank, and Pit N Go. Furthermore, according to the Conceptual Future Land Use Map (Map 9) in the 2013 Comprehensive Plan City-Wide Element, the subject property and all adjoining parcels are planned for Residential Uses, which is consistent with the current R-U zoning and the planned residential use of the building.

The applicant is proposing to establish a Tattoo Shop on the ground floor of the building. To re-establish the proposed commercial use, the applicant is seeking application of the RR-Revitalization and Redevelopment Floating Zone to the property. The proposed business and use of the building are explained in a letter dated with Mr. Toms' June 4, 2021, a copy of which is found on page 9 in the appendix of this report, along with the other elements of his application packet. In conversation with one of the previous building owners, this building has been home to a variety of small business uses. The grandfather status of the former commercial apparently expired, as staff was unable to locate any records of occupancy permits at this property. There are no known current zoning violations at the property.

Procedural Status:

The applicant first came into the City's Community Development office to discuss some complaints from neighbors for placing a small sign in his future storefront window. The applicant began the process of obtaining an occupancy permit when a City Building and Zoning Official retrieved the previous water account information for the property noting that it had been inactive for just over 2 years, resulting in an "abandonment" of any potential grandfathering of previous land permits. From here, Mr. Toms began the process applying the **Rehabilitation and Redevelopment (RR) Floating Zone** to the property.

The applicant submitted the petition (ZMA 21-01) to rezone the structure at 718 Frederick Street to RR (Rehabilitation and Redevelopment) Floating Zone on June 24, 2021. A copy of that application form and all accompanying attachments is provided at the end of this report. The applicant was informed that the rezoning petition would be presented to the Planning Commission at a formal public hearing on August 9, 2021.

Staff Review:

In support of the requested rezoning, per the requirements outlined in Section 25-144 of the Cumberland Zoning Ordinance, the applicant has submitted a site plan of the property, a justification statement/letter as to why the structure should be converted to a non-residential land use and how the application satisfies the purpose and intent of the RR Zone, and proposed exterior plans including window signage/lettering. Although the property is zoned for residential uses, a visual observation of the building at 718 Frederick Street by the Building and Zoning Officer clearly shows that it was originally designed for a more commercial use, at least on the ground level of the building. The Building and Zoning Officer determined that an engineering report regarding the structural soundness of the building was not necessary, but a brief inspection completed by City Staff could be supplemented in lieu of a full report. This letter is found on page 23 in the appendix of this report.

The applicant is also required to submit a parking plan, which is included on pages 18-22 in the appendix of this report. Due to the size of the leasable space, the applicant would be required to provide 2 parking spaces. The applicant has provided a plan that shows public off-site parking on Frederick Street, Lowell Avenue, Pearre Avenue, and Victoria Street, all within 600 feet of the property in question. The applicant has also leased 4 parking spaces at the Western Maryland Food Bank gravel parking lot located directly across the street from the applicant's property, as shown on page 21 of the appendix of this report. Per Section 25-339 of the Zoning Ordinance, the applicant would also be required to provide 1 handicap parking space, which the applicant has stated he is prepared to make accommodations for, most reasonably, at one of the leased spaces in the lot directly across from the property. All sidewalks in this section of Frederick Street are ADA accessible. The applicant has also stated he is prepared make mobile service accommodations and/or to construct an ADA compliant ramp to provide access at the side entrance of the building, as the front entrance is only accessible by stairs.

The applicable performance standards for the RR Floating Zone are specified in Section 25-144 (d) of the Zoning Ordinance. These standards are as follows:

1. Comply with all applicable environmental standards and requirements listed in Section 25-138 (noise, lighting, vibrations, noise pollution, etc.);
2. Satisfy the off-street parking and loading requirements of Article 12;
3. Provide required buffers along existing residential uses required in Article 13;
4. Satisfy specific signage limitations;
5. Comply with certain trip generation limitations or provide a traffic study to show that the use will not exceed the capacity of local streets;

6. Require no access for loading and unloading from a local street;
7. Require no outside storage of materials or products associated with the use;
8. Ensure that any light manufacturing uses will be conducted in an entirely enclosed space; and
9. Comply with operating hours restrictions between 10:00 p.m. and 6:00 a.m.

Staff Recommendation:

Under the provisions of the Land Use Articles of the Annotated Code of Maryland, the Mayor and City Council must make a series of specific findings in making its decision regarding the proposed zoning. A recommendation regarding these findings must be made by the Planning Commission. The staff's specific findings are outline in Section §-204(b)(1) of the Land Use Articles, and are as follows:

1. Population Change:

Staff notes the findings in the 2013 Comprehensive Plan that the population of the City of Cumberland has been in decline since the 1940's. The Plan further notes that the city desires to reverse that trend and support the future growth and economic development of the city, and it contains a number of recommendations to support that goal. The proposed zoning would provide for limited future economic expansion of the city's commercial base, thereby expanding the City's tax base, and promoting population growth that could be consistent with the recommendations of the City's Comprehensive Plan.

2. The Availability of Public Facilities:

The property in question is currently served by all city services. Change in Zoning or the application of the Floating Zone will not affect the availability or adequacy of existing public services and facilities.

3. Present & Future Transportation Patterns:

With available on-street parking in the adjacent areas and the applicant's proposed parking plan with leased spaces in the lot across from the proposed business, staff finds that the proposed map amendment/zoning change will not affect present or future transportation patterns in the area.

4. Compatibility with Existing and Proposed Development for the Area:

The area in question is currently zoned Urban Residential (R-U). However, as mentioned previously in this report, there are numerous commercial businesses operating within the zone nearby the property in question. Staff finds that the rezoning of the parcel in question would provide continuity with the neighboring zoning of Urban Residential and various commercial businesses in the area.

5. Relationship of the Proposed Amendment to the Local Jurisdiction's Plan:

The R-U (Urban Residential) base zoning classification of the property makes it eligible for application of the RR – Revitalization and Redevelopment Floating Zone. The current upper floor residential use is allowed by the R-U Zone and is consistent with the current and future uses

contemplated by the 2013 Comprehensive Plan for the area. The ground floor of the building appears to have been designed for commercial use, with an obvious storefront, but the former commercial use has been abandoned for more than two years.

Should the Planning Commission and Mayor and City Council agree to rezone the property as requested by the applicant, staff recommends that the following conditions be applied to ensure compliance with the applicable zoning requirements:

1. Permitted uses for the property at 718 Frederick Street shall be limited to Retail Buildings (less than 5,000 square feet), Repair Services, Personal Service Establishments, and Professional Services in accordance with the applicable standards for the B-L (Local Business) Zone and residential uses in accordance with the applicable standards for the R-U (Urban Residential Zone) as specified in the Development Regulations Table (Section 25-133) of the Cumberland Zoning Ordinance. All non-residential uses in the building shall be confined to the second or upper floor of the building and shall only be used for residential uses permitted within the R-U Zone.
2. The proposed use shall satisfy all applicable off-street parking and loading requirements specified in Article XII of the Zoning Ordinance.
3. The proposed use shall satisfy the applicable buffer requirements in Article XIII of the Zoning Ordinance.
4. The proposed use shall satisfy the signage restrictions of 25-402 and 25-406 of the Zoning Ordinance.
5. No outdoor storage, display, or sales of materials or products shall be allowed on the property.
6. The business shall not operate between the hours of 10:00 p.m. and 6:00 a.m.

Planning Commission Action:

- [X] Recommend adoption of the requested RR Zoning for the affected property at 718 Frederick Street to the Mayor and City Council in accordance with the following findings of fact and recommended conditions:

The Planning Commission adopts the findings, recommendations, and conditions set forth in the Staff Report.

- [] Recommend denial of requested RR Zoning for the affected property 718 Frederick Street to the Mayor and City Council, based on the following findings:

Motion by: Vic Rezendez

Seconded by: Aaron Hendrickson

Vote:

In favor of motion: 3 Opposed: 0 Abstained:

Number of voting members present: 3

Signed:



Chair, Cumberland Planning Commission

Date: 8/9/21



Secretary, Cumberland Planning Commission

Date: 8/9/21

Appendix A
Permit Applications & Documentation



City of Cumberland

Department of Community Development • 37 N. Liberty Street • Cumberland, MD 21502 • www.cumberlandmd.gov
801-759-6442 • Fax 301-759-6482 • dolbre.helmstetter@cumberlandmd.gov

ZMA21-00000

[3A.8 ...]

REZONING APPLICATION

Project Location **718 Frederick St Cumberland MD**

Tax ID # **23. 010631**

The Tax ID # can be found on your deed or by visiting www.dat.state.md.us/ Real Property / Real Property Search. When construction is being done and several property account numbers are involved, proposals must be combined under one property number. It will be necessary to contact the State of Maryland Assessment Office, 113 Baltimore Street, Gateway Center, 301-777-2112, prior to applying for permit.

Applicant's Name **Rick Toms**

Phone **240-440-7117**

Address **718 Frederick St Cumberland MD 21502**

Fax

Email

RickTomsTattoo@yahoo.com

Contact Name **Rick Toms**

Phone **240-440-7117**

Short Description of Project **I would like to open a Tattoo Studio in a property that was formally a hair and nail salon.**

Attach detailed maps indicating Present Zoning and Proposed Zoning

Attach written description of Proposed Rezoning including Reasons for Change

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

For a Zoning Map Amendment (note the three floating zone's special requirements):

- ☒ Rehabilitation and Redevelopment Floating Zone - Section 6.14.02;
- ☒ Adaptive Reuse Floating Zone - Section 6.17.02 (1).
- ☐ Planned Development Floating Zone - Section 6.16.08 (1).
- ☐ All other Zoning Map Amendments - Section 15.04.01 (1)

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

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

A review fee is payable at time of application:

- ☒ Rezoning Appeal - \$300.00
- ☒ Zoning Classification Determination - \$30.00
- ☒ Zoning Map Amendment - \$800.00
- ☒ Zoning Text Amendment - \$200.00
- ☒ Adaptive Reuse Rezoning - \$300.00

Applicant's signature:

Date: **June 4 2021**

718 Frederick St

Frederick Street Tattoo-Adaptive Reuse Rezoning Proposal

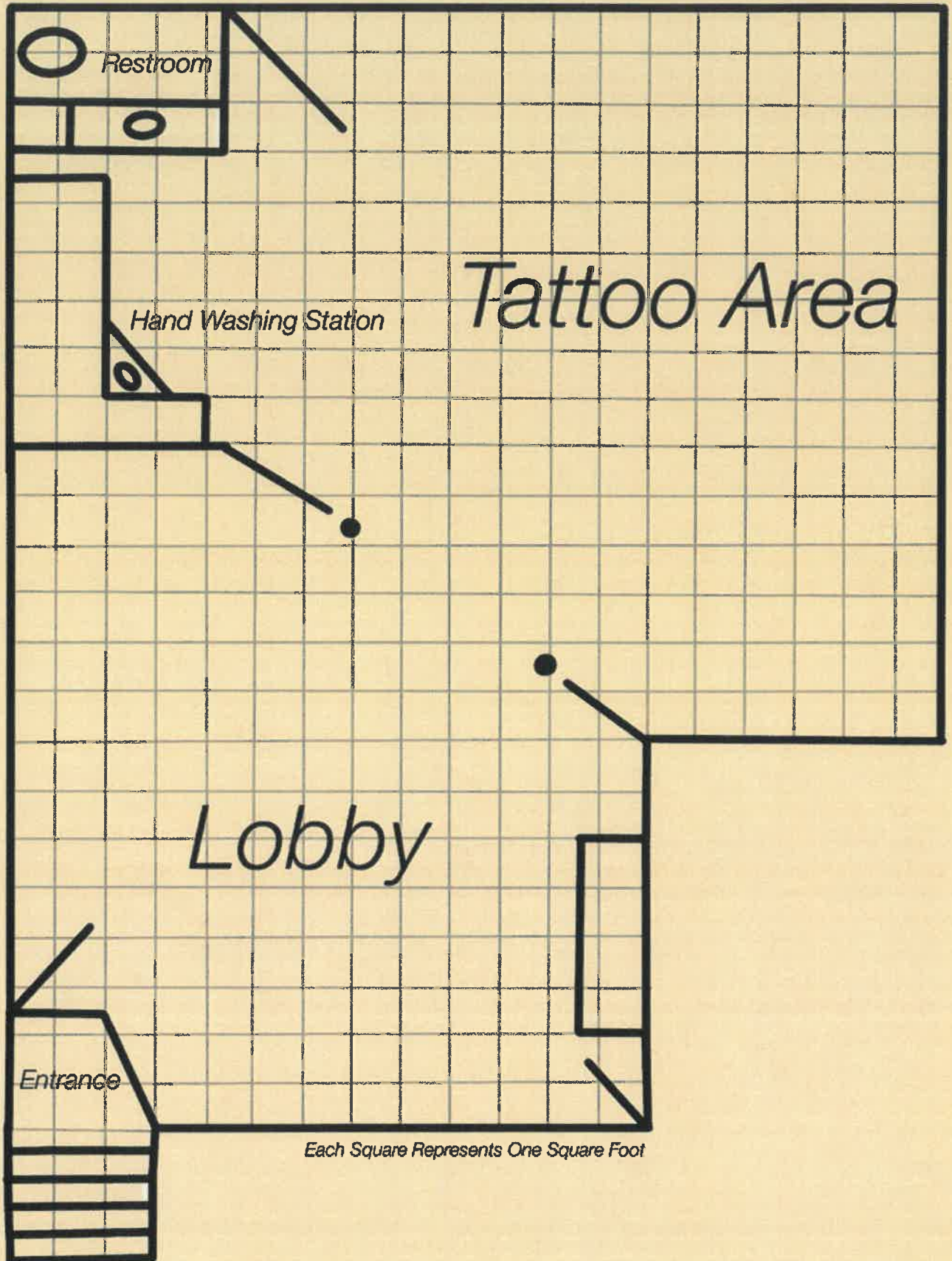


718 Frederick Street is the perfect location for the addition of a new tattoo studio in the city of Cumberland. In the past it has previously been a Hair and Nail Salon and has an established store front already. The property was purchased by Rick Toms and his family for the purpose of relocating to an area where he has family ties and can enjoy more time with his family by living in the upstairs apartment while working out of the store front below. At this time he currently has a tattoo studio in Frederick county that has been established for almost a decade. His studio has done amazing things for that community and wanted to bring those same values to the city of Cumberland. His current studio has raised over 50,000 dollars for local charities and much more for worldwide charities, he has won awards for tattoos done at various conventions around the country and been published in tattoo magazines distributed around the world.

The space he proposes to use at 718 has historically been a store front in the past and was set up perfectly for the type of business Mr Toms is interested in opening. It will pass all health department requirements with ease. The volume of business being done by Mr Toms will not have detrimental effects on the neighborhood as he will be the only Artist working in the studio. So there will only be one client at a time and the fact that he will be living at the property, will mean there will be very little extra street traffic in the neighborhood. However what it does create will be a beautiful storefront still existing in the City of Cumberland. Mr Toms plans to take an already amazing facade in that neighborhood and improve on it even more. He was very excited to be able to find such a beautiful building that has sat vacant for so long to use. He has plans to do very classic gold leaf lettering on the front windows, get simplistic modern handrails put up around the porches and maintain the remainder of such an immaculate facade here in the City of Cumberland.

Mr Toms has family ties to the Cumberland Area with his grandparents being raised in the Cresaptown and Rawlings areas before moving to Frederick County. He has spent most of his life coming back to this area and has many family members currently living nearby. His brother in Law is a Cumberland City Cop and was skeptical of the neighborhood. Mr Toms however fell in love with this property and is very hopeful of the neighborhood. Many people have had negative things to say about some of the areas in close proximity to this property; but Mr Toms knows that by improving the value of neighborhood and investing back into it is what will change the negative connotation. It would be detrimental to the City of Cumberland not to take advantage of such a beautiful storefront still being a part of the Cumberland Landscape; as well as, not including a business that will give back so much to the immediate community around. This store front is perfect for the City of Cumberland as well as the Toms Family.

Proposed Studio Space



Frederick st

Front of Building



Front Of Store Front



Lobby



Tattoo Area

Lobby Facing Street



Lobby



Tattoo Area



Bathroom/Handwashing Station



Tattoo Area



Tattoo Area





Pit N' Go



Cumberland Floral



Dr Daniel F Gaydeski Dentist



Other Local Businesses

Frederick Street Carpet



Western Maryland Food Bank



800 Frederick St Flea Market

Cosmetic and Family Dentistry



Amick's Transmission



Bedford Street Automotive





Thanks for donating \$500.00 USD to
Western Maryland Food Bank Inc.

Share and inspire others to make an impact



Transaction ID: 20667664191879716

Western Maryland Food Bank
816 Frederick St
Cumberland Md

Frederick St Tattoo

Already Giving To The Local Community

Rick,

Thank you so much for your intent to donate a tattoo gift certificate to my father's "L.P.K. memorial ride". This is the second annual ride we have put together and all money that is raised is going towards a local individual who is battling some type of cancer. This year, all money raised will be given to Jeremy Robinson, who is battling a rare condition of sarcoma. Your donation would be great for the local community because you are helping us raise money for a family dealing with hard times and we would also be helping to get your business's name out there. My husband and I both have gotten tattooed by you in the past and we are so excited to have you move into the area so we can give you more business! Thank you again for your generosity!

Taryn Lohr
716 Glenmore Street
Cumberland, MD 21502

L.P.K. Memorial Ride
Hosted by:
Taryn Lohr
716 Glenmore St
Cumberland MD



Thanks for donating \$250.00 USD to
Allegany County Animal Shelter Management
Foundation

Share and inspire others to make an impact



Transaction ID: 20669865573016300

Allegany County Animal Shelter
716 Furnace St
Cumberland MD



**My Current Tattoo Studio Has Raised Over 50,000 Dollars
For Local Charities(Frederick County, Maryland) In The Last Five Years**

Hi Rick!

Thank you so much for having a fundraiser again for Cuddles Cat Rescue! You have been a tremendous help to us in doing this fundraiser! All the artists that come and help are all awesome and they are great for helping us out as well!

This will help us save many cats + kittens this coming year. Thanks again! From all of us at Cuddles Cat Rescue



THE COMMISSIONERS OF THURMONT

615 East Main Street
P.O. Box 17
Thurmont, Maryland 21788
301-271-7313
Fax: 301-271-2155

June 22, 2021

City of Cumberland
Planning and Zoning

It is my understanding that Thurmont resident Rick Toms has purchased a property in Cumberland. He tells me that it was commercial and is now zoned residential. He is hopeful that he may be granted a variance allowing him to operate his Tattoo Shop at the location.

I would like to say a few things about Thurmont, Rick Toms, and his business, Red Canary Tattoo. Thurmont is a small town of 6,800 residents and like many other small communities, we are having trouble keeping commercial properties occupied. Rick opened his shop in Thurmont at the corner of Carroll Street and East Main Street 10 years ago. His current location is at the edge of our Main Street area and anchors a residential neighborhood. I distinctly remember attending the ribbon cutting and thinking to myself that this was not one of your run-of-the-mill tattoo shops. Rick is a very congenial individual and he surrounds himself with like-minded individuals. The Red Canary Tattoo Shop has hosted many fundraising events for local organizations and charities. These events often feature guest tattoo artists that bring with them a new clientele for our businesses. It is not unusual to see Rick's customers at local restaurants, gas stations, hardware, and convenience stores. Our business community appreciates the positive financial impact they realize from customers visiting other businesses like Rick's shop. As a small business owner, I can attest to this positive impact. Not only do our businesses benefit, but our nonprofits also benefit from Rick's generosity, he has raised tens of thousands of dollars for local non-profits. Times are tough right now and a business like Red Canary brings people to Thurmont with expendable income. If you talk to any business owner, expendable income is what our businesses are looking for. These dollars are spent willingly on a specific item and the customers will gladly spend money at other local businesses.

I was Chairman of Thurmont's Planning and Zoning Commission for several years and I understand and can sympathize when zoning issues like this arise. As a matter of fact, I am now wondering what business might replace the Red Canary and quite honestly I worry that the building may stand vacant for a time. As elected officials and P&Z Board members we have relatively little say in which businesses decide to come to our communities. I can tell you without reservation that I and my community will feel the loss when Rick moves to Cumberland. His is one of those businesses that will impact your community in a positive way.

Sincerely,



Mayor John A. Kinnaird
Town of Thurmont



The only changes to the facade would hopefully be

Hand painted gold leaf lettering

Similar to these examples



Exterior handrails on the storefront and residential porches



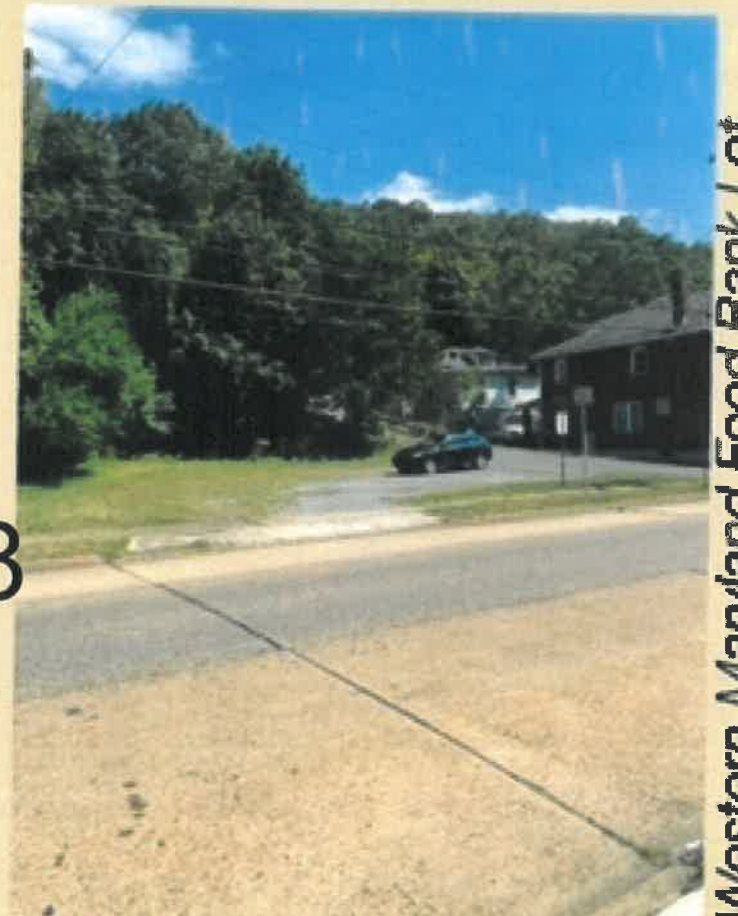
Modern industrial look that accents the downtown architecture

Street Parking On Frederick Street



718 Frederick Street

18

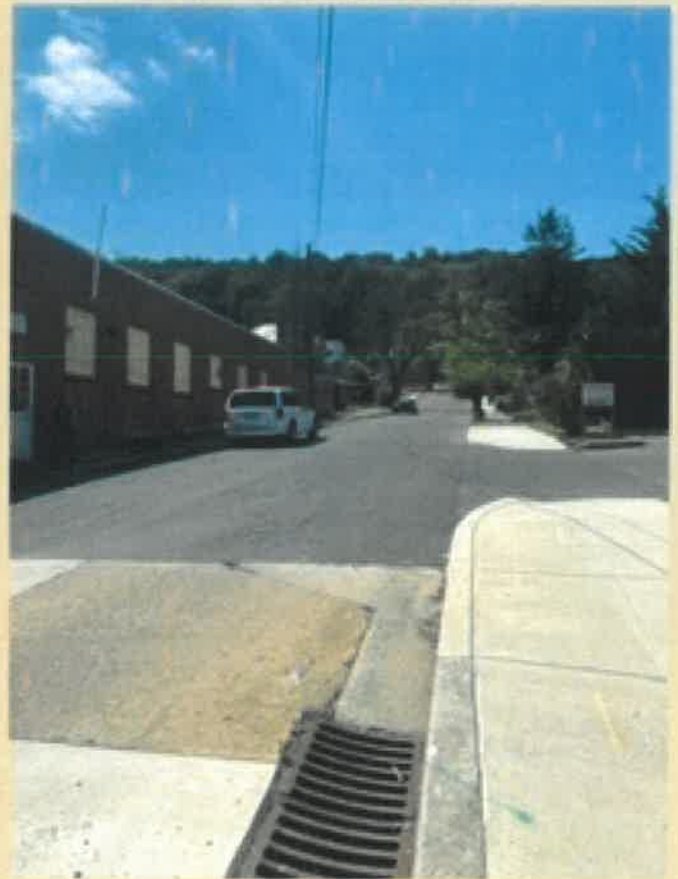


3 Leased Spaces

Western Maryland Food Bank / lot

*Additional
Street
Parking*

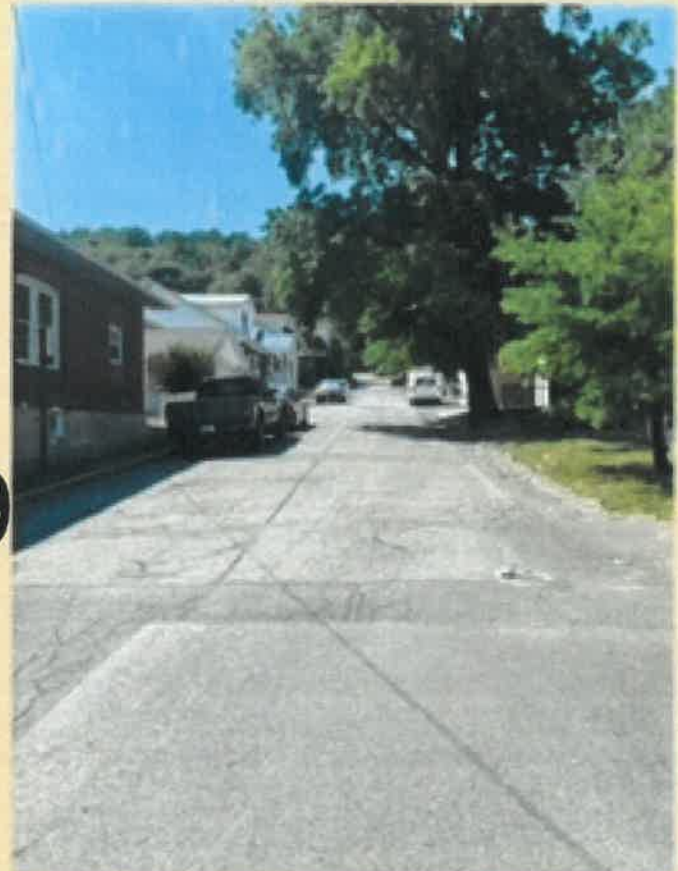
Lowell Ave



Pearre Ave.



Victoria St





© 2009 Google
20



720 Fredrick

Go



Western Maryland Food Bank, Inc.

The Harry and Jeanette Weinberg Bldg.

816 Frederick Street

P.O. Box 243

Cumberland, MD 21501-0243

301-722-2797 (p) 301-722-6046 (f)

www.wmdfoodbank.org

Email: amymoyer@atlanticbb.net

July 27, 2021

To Whom It May Concern,

Rick Toms and Frederick Street Tattoo have use of Western Maryland Food Bank's parking lot #1. Frederick Street Tattoo will have a minimum of 4 spots at all times.

If you have any questions please feel free to contact me at amymoyer@atlanticbb.net or 301-722-2797 or 240-727-6286.

Sincerely,

Amy B. Moyer

Executive Director



A member of County United Way

CITY OF CUMBERLAND MARYLAND

DEPARTMENT OF COMMUNITY DEVELOPMENT

July 28, 2021

Tax # 23-010631
716-718 Frederick Street
Cumberland, MD 21502

To Whom It May Concern,

I have performed a visual inspection of the property located at 716-718 Frederick St. in Cumberland, MD. It is my opinion that the structure on the property is in good repair and structurally sound. The building is a solid brick 2 story structure with a shed style roof. There has been an addition built on the rear of the building that is made up of masonry and wood construction. All appears to be built to the applicable City building codes.

It is my opinion that there is no need for the applicant to seek out a licensed Engineer for a structural analysis. As the Building Code Officer for the City of Cumberland, I am stating the good condition of the building.

MAYOR
RAYMOND M. MORRISS

COUNCIL
SETH D. BERNARD
RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
LAURIE P. MARCHINI

**INTERIM CITY
ADMINISTRATOR**
KEN TRESSLER

**CODE COMPLIANCE
MANAGER**
KEVIN R. THACKER

Sincerely,



Kevin Thacker
Code Compliance Manager
Community Development



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

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

File Attachments for Item:

. Order 26,878 - accepting the proposal from Citgo Water in the total unit price not to exceed \$67,030.50 to supply various materials, including pipe, copper wire, and various hydrants and valve parts to be used for the Fayette Street water main replacement project

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

ORDER NO. 26878

DATE: September 21, 2021

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

THAT, the proposal from Citgo Water, 4938 Benedum Drive, Bridgeport, WV 26330, to supply various materials, including pipe, copper wire, and various hydrant and valve parts for the Fayette Street water main replacement project be and is hereby accepted in the total unit price not to exceed Sixty-Seven Thousand, Thirty Dollars and Fifty Cents (\$67,030.50).

Raymond M. Morriss, Mayor

Budget: Water Distribution FY 22 Budget

Council Agenda Summary

Meeting Date: September 21, 2021

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order 26,878 - accepting the proposal from Citgo Water to supply various materials, including pipe, copper wire, and various hydrants and valve parts to be used for the Fayette Street water main replacement project.

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

The City will be undertaking a planned in-house replacement of the 4" water main between Luteman and Allegany Streets to upsize it to a 6" water main. The upgrade is necessary to ensure that the fire hydrants in the area are able to be adequately served.

The Water Distribution Department obtained quotes for pipe, copper wire, and various sized hydrant and valve parts from regional distributors who could ensure timely delivery and low shipping costs. Based on the quotes received, the Department is recommending that both proposals from Citgo Water be accepted as the lowest, most responsive bid, in the total unit price amount not to exceed \$67,030.50.

Quotes received were as follows:

Pipe and copper wire:

Citgo Water	\$41,135.00
L/B Water Service	\$44,310.00
Ferguson Waterworks	\$45,163.00
Core & Main	\$45,730.00

Hydrants & Valves

Citgo Water	\$25,895.50
L/B Water Service	\$34,447.26
Ferguson Waterworks	\$39,303.72

Amount of Award: \$67,030.50

Budget number: Water Distribution - FY22 Budget

Grant, bond, etc. reference: N/A



CITCO Water
4938 BENEDUM DRIVE
BRIDGEPORT, WV 26330
Phone 304-592-3884
Fax 304-592-5779

Hydrants + Valves



Quotation

EXPIRATION DATE	QUOTE NUMBER
09/26/2021	S100158406
CITCO Water 4938 BENEDUM DRIVE BRIDGEPORT, WV 26330 Phone 304-592-3884 Fax 304-592-5779	
PAGE NO.	
1 of 1	

QUOTE TO:

SHIP TO:

CITY OF CUMBERLAND
ATTN: FINANCE DEPT
57 N LIBERTY STREET
CUMBERLAND, MD 21502

CITY OF CUMBERLAND
FAYETTE STREET WATER LINE
REPLACEMENT PROJECT
CUMBERLAND, MD 21502

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
1579	VALVE/HYDRANTS		Rocky Bragg		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Bill Spino		ROUTE 68 EAST	Net 60 Days	07/28/2021	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
	<div>SHIPPING INSTRUCTIONS CALL BOB 24H BEFORE DEL 301-759-6623 ##### DO NOT SHIP ANY ORDERS UNLESS MATERIALS ARE COMPLETE ON ORDERS OR BOB CLEARS TO SHIP!!!!</div>				
18ea	6" CLOW F6100 MJ RW GATE VALVE OL LESS MJ ACCESSORIES			520.000/ea	9360.00
2ea	4" CLOW F6100 MJ RW GATE VALVE OL LESS MJ ACCESSORIES			420.000/ea	840.00
2ea	2" AYM 76100-22 PJ CTS X PJ CTS BALL CURB STOP NL			365.000/ea	730.00
2ea	2" STAINLESS STEEL CTS STIFFENER			1.750/ea	3.50
6ea	5-1/4" CLOW F2545 4'0" BURY YELLOW 6" MJ SHOE 3-WAY MEDALLION FIRE HYDRANT CUMBERLAND MD SPEC PAINTED SAFETY YELLOW			1995.000/ea	11970.00
22ea	562-S TYLER USA 6850 CI SCREW TYPE VALVE BOX LESS LID			120.000/ea	2640.00
22ea	5-1/4" TYLER USA DROP WATER LID			16.000/ea	352.00
Extras not listed or spelled out are not included in pricing. We reserve the right to correct clerical errors.				Subtotal	25895.50
				S&H Charges	0.00
				Amount Due	25895.50



CITCO Water
4938 BENEDUM DRIVE
BRIDGEPORT, WV 26330
Phone 304-592-3884
Fax 304-592-5779

Pipe



Quotation

EXPIRATION DATE	QUOTE NUMBER
09/25/2021	S100158331
CITCO Water 4938 BENEDUM DRIVE BRIDGEPORT, WV 26330 Phone 304-592-3884 Fax 304-592-5779	
PAGE NO. 1 of 1	

QUOTE TO:

SHIP TO:

CITY OF CUMBERLAND
ATTN: FINANCE DEPT
57 N LIBERTY STREET
CUMBERLAND, MD 21502

CITY OF CUMBERLAND
FAYETTE STREET WATER MAIN
REPLACEMENT PROJECT
CUMBERLAND, MD 21502

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
1579	6" DR14		Rocky Bragg		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Bill Spino		ROUTE 68 EAST	Net 60 Days	07/27/2021	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE	
	<div>SHIPPING INSTRUCTIONS</div> <div>CALL BOB 24H BEFORE DEL</div> <div>301-759-6623</div> <div>#####</div> <div>DO NOT SHIP ANY ORDERS UNLESS</div> <div>MATERIALS ARE COMPLETE ON ORDERS OR</div> <div>BOB CLEARS TO SHIP!!!!</div> <div>*****</div> <div>*****</div> <div>PVC PIPE PRICING EXPIRES IF THE</div> <div>PIPE IS NOT ORDERED BY 8-27-2021</div> <div>AND SHIPPED BY 9-27-2021.</div> <div>*****</div> <div>*****</div> <div>3500ft 6" CL/305 C900 DR-14 PVC PIPE</div> <div>4000ft #12 AWG COPPER CLAD STEEL PE</div> <div>INSULATED UL TRACER WIRE "BLUE" IN</div> <div>500' SPOOLS</div>				
			11.650/ft	40775.00	
			0.090/ft	360.00	
Extras not listed or spelled out are not included in pricing. We reserve the right to correct clerical errors.			Subtotal	41135.00	
			S&H Charges	0.00	
			Amount Due	41135.00	

File Attachments for Item:

. Order 26,879 - accepting the proposal from Ferguson Waterworks in the total unit price not to exceed \$39,593.62 to supply various materials to provide a service connection from the water main to customer meter boxes as part of the Fayette Street water main replacement project

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

ORDER NO. 26879

DATE: September 21, 2021

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

THAT, the proposal from Ferguson Waterworks, 295 Interstate Circle, Frederick MD 21704-6666, to supply service connection materials to be used for the Fayette Street water main replacement project be and is hereby accepted in the total unit price not to exceed Thirty-Nine Thousand, Five Hundred Ninety-Three Dollars and Sixty-Two Cents (\$39,593.62).

Raymond M. Morriss, Mayor

Budget: Water Distribution FY 22 Budget



FERGUSON WATERWORKS #1849
295 INTERSTATE CIRCLE
FREDERICK, MD 21704-6666

Phone: 301-668-5470
Fax: 301-668-5474

Deliver To:

From: Jason Poole

Comments:

13:21:09 AUG 02 2021

FERGUSON WATERWORKS #1800

Price Quotation

Phone: 301-668-5470

Fax: 301-668-5474

Services

Page 1 of 2



Bid No: B509705
Bid Date: 07/28/21
Quoted By: BKR

Cust Phone: 301-759-6403
Terms: NET 10TH PROX

Customer: CITY OF CUMBERLAND
57 N LIBERTY ST
CUMBERLAND, MD 21502

Ship To: CITY OF CUMBERLAND
57 N LIBERTY ST
CUMBERLAND, MD 21502

Cust PO#:

Job Name:

Item	Description	Quantity	Net Price	UM	Total
R261056300	3/4X300 COIL MUNICIPEX PIPE	2	342.355	EA	684.71
R261136100	2X100 COIL MUNICIPEX PIPE	1	1057.650	EA	1057.65
M6133TK	2 SS CTS INS STFNR CTS PE	10	2.671	EA	26.71
M6133TF	3/4 SS INS STFNR CTS PE	300	1.824	EA	547.20
BMMP1830	18X30 PLAS MTR BX	55	63.400	EA	3487.00
SP-M74M32WRTC	18 REC CVR W/PLAS INNER LID	55	146.812	EA	8074.66
SP-M721212WDGG33	LF 3/4X12-5/8X3/4 MTR SETTER	40	206.953	EA	8278.12
SP-M721215WDGG33	LF 3/4X15-5/8X3/4 MTR SETTER	15	211.565	EA	3173.48
SP-M721218WDGG33	LF 3/4X18-5/8X3/4 MTR SETTER	20	227.341	EA	4546.82
M74758GNF	LF 3/4 CTS COMP UNION 3 PART W/ NUT	90	21.024	EA	1892.16
BRLF9F	LF 3/4 BRS 90 ELL	85	8.718	EA	741.03
BRLFS9F	LF 3/4 BRS ST 90 ELL	85	12.000	EA	1020.00
M74753GNF	LF 3/4 COMP X MIP COUP W/ GRIP NUT	85	17.271	EA	1468.04
M73128BF	LF 3/4 CC X MNPT BALL CORP ST	85	48.024	EA	4082.04
M73128BK	LF 2 CC X MIP BV CORP ST	2	257.000	EA	514.00

Net Total: \$39593.62

Tax: \$0.00

Freight: \$0.00

Total: \$39593.62



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1849&on=158031>

Fax: 301-668-5474

13:21:09 AUG 02 2021

Reference No: B509705

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1849&on=158031>

Council Agenda Summary

Meeting Date: September 21, 2021

Key Staff Contact: Marty Watts, Water Distribution Superintendent

Item Title:

Order 26,879 - accepting the proposal from Ferguson Waterworks to supply various materials to provide a connection from the water main to the meter box to be used for the Fayette Street water main replacement project.

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

The City will be undertaking a planned in-house replacement of the 4" water main between Luteman and Allegany Streets to upsize it to a 6" water main. The upgrade is necessary to ensure that the fire hydrants in the area are able to be adequately served.

The Water Distribution Department obtained quotes for materials to provide a connection from the new 6" water main to each customer's meter box from regional distributors who could ensure timely delivery and low shipping costs. Based on the quotes received, the Department is recommending that the proposal from Ferguson Waterworks be accepted as the lowest, most responsive bid, in the total unit price amount not to exceed \$39,593.62.

Quotes received were as follows:

Service connection materials

Ferguson Waterworks	\$39,593.62
Citgo Water	\$40,014.77
Core & Main	\$41,933.08
L/B Water	\$42,118.14

Amount of Award: \$39,593.62

Budget number: Water Distribution - FY22 Budget

Grant, bond, etc. reference: N/A

File Attachments for Item:

. Order 26,880 - granting the following residential tax exemption from the Special Taxing District levy for the 2021-2022 tax year: 33 N. Centre Street, Gusella/Sasaki - \$600.72

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

ORDER NO. 26,880

DATE: September 21, 2021

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

THAT, the following Residential Exemption from the Special Taxing District
Levy for the 2021-2022 tax year be and is hereby granted:

Property / Owner	Tax Year / Account No.	Exemption Amt.
33 N. Centre St. Gusella/Sasaki	2021-2022 / 14-002847	\$ 600.72

BE IT FURTHER ORDERED, that this exemption is hereby granted pursuant to
the provisions of Section 235 of the City Charter.

Raymond M. Morriss, Mayor

City of Cumberland
SPECIAL TAXING DISTRICT REQUEST FOR EXEMPTION

Tax Year 2021-22

I, ERNEST GUSIELLA / TOMIYO SAKAKI request an exemption from the Special Taxing District Levy for property owned by me at: 33 NORTH CENTRE ST.

My request is based upon the fact that:

- X **Residential** - this property, or portion thereof, is occupied and used by the owner for his or her residence;
- Industrial** - this property, or portion thereof, is used solely for light manufacturing purposes, and qualifies for a similar exemption according to the tax provisions of Allegany County, Maryland.

If only part of the property is used for an exempt purpose, designate the percentage so used:

Residential 66 %

Industrial %

As to approved applications, the exemption shall be granted for all fiscal years falling within the calendar year preceding the date of the submission of the application for the exemption.

Signed: [Signature]

Date: SEPT 14 / 2021

For City use

Tax Account No: 14 002847 4P

	Assessed Amount	Tax Amount
Original	199600	910.18
Exempt	131736	600.72
Billable	67864	309.46