



Mayor and City Council of Cumberland

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

City Administrator Jeffrey F. Silka
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

AGENDA

M&CC Public Meeting
City Hall, Cumberland, MD 21502

DATE: July 05, 2022

OPEN SESSION – 6:15 P.M.

Pledge of Allegiance

Roll Call

Presentations

1. Presentation of awards given in recognition of employee career milestones

Director's Reports

(A) Administrative Services

1. Administrative Services monthly report for April, 2022

Public Hearings

1. Public Hearing - to consider a Zoning Text Amendment (ZTA #22-02) to amend Section 25-101(b)(5) of the Code, entitled Establishment of Zoning Districts, to expand permitted uses to include dwelling units and mixed uses and to provide the same clarification in the Use Regulations Table (Section 25-132)

New Business

(A) Orders (Consent Agenda)

1. Order 27,031 - authorizing that the provisions of City Code Section 11-113 be lifted to allow open containers of alcohol within a defined area of the downtown on Friday, July 8, 2022, from 5:00 p.m. until 10:00 p.m. for the Fade to Blue / Friday After Five event; notwithstanding, that open glass containers shall not be allowed
2. Order 27,032 - authorizing the Chief of Police to enter into an agreement with the Maryland Highway Safety Office to receive FY23 Pedestrian Safety Grant funding in the

amount of \$1,000 for officers to work pedestrian safety patrols during the months of September and October, 2022.

- [3.](#) Order 27,033 - approving a sole source contract with Belt Paving, Inc. to pave Queen City Drive (Winston St.) and Virginia Avenue for the estimated lump sum cost not to exceed \$74,613.30
- [4.](#) Order 27,034 - approving the sole source proposal of Optimize Renewables to complete a feasibility study for micro-grid technology at the Water Reclamation Facility in the amount not to exceed \$100,000, reimbursable via MEA Grant No. 2022-04-518S1
- [5.](#) Order 27,035 - authorizing execution of a second Amendment to Programmatic Agreement with the MD State Historic Preservation Office regarding the review of Community Development Block Grant (CDBG) projects, to extend the current agreement for an additional five (5) years, through May 9, 2027
- [6.](#) Order 27,036 - accepting the proposal from CBIZ Insurance Company to provide Public Officials Liability Insurance through ACE American Insurance Company for the period July 1, 2022, through July 2, 2023, for the amount not to exceed \$25,067
- [7.](#) Order 27,037 - adopting a Vehicle Use Policy for all City employees and in addition to the requirements of the Cumberland Police Department Take Home Vehicle Program

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Administrative Services monthly report for April, 2022

Administrative Services Monthly Report for April, 2022

July 5, 2022

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of April, 2022.

Information Technology Department

April 2022

Statistics

199 new help desk requests
177 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Continue making changes to update our network environment and improve security
- Continue process for firewall migration project
- Continue working on police mobile data terminal updates
- Continue working with CivicPlus on website refresh

Parks and Recreation

April 2022

Diane Johnson, Director

Reservations for the Six covered Pavilions at Constitution Park continue to be made for the 2022 season. Rental Fees are \$ 100.00 for the Large Pavilion and \$ 75.00 for the Small Pavilion. 11 Pavilions were reserved and used for the Month of April.

Field and court usage for the month of April: (Weather was unsettled not allowing for field maintenance to begin on time)

Middle School

Washington Middle School – Girls Softball (Practice only at Northcraft)

Tennis Teams:

Bishop Walsh Boys – Park Courts

Practices

Dapper Dan League began practices at Long and Al Abrams Fields

The Girls Softball League at Cavanaugh and Nonnennamann

Travel Football League -Western MD Elite Team sponsored a Pee Wee Football Tournament using Three Fields at Mason Sports Complex – April 8,9 & 10

Adult Leagues at Mason Complex

Leagues began practice in April:

Coed Softball League

Industrial League

Tournament

Co-ed Softball Tournament – April 23

Arbor Day Celebration - at Constitution Park - Afterschool program students will participate on April 6 &7 at Constitution Park – Shade Tree Commission, MD forestry service, City Departments, Allegany County BOE, University of MD Extension, all coordinated the event.

Annual Easter Egg Hunt – The traditional Egg Hunt returned to Constitution Park after two years of Covid 19 restrictions were lifted. The event was planned by FSU Recreation Intern Zaina Kaikai. The event was a success with over 300 children registered for the event. 2000 plastic candy filled eggs were found by the participants. The 4H older youth and Hare Raisers from the Allegany Extension assisted with the event. The Easter Bunny made an appearance.

Meetings attended:

- Regular Monthly Meeting of Recreation Advisory Board – April 4
- Pool Test and Interview – FSU – April 9
- Walk Through Meeting for Park Concession Stand – Bid for operation
- Online Meeting/Training – Youth Camp Directors training.

Areas of work

- Park Pool 2022 season –
- Lifeguard interviews and hiring of pool staff
- POS application of 2023 project request
- Planning for Summer seasonal programs and events
- Pavilion Reservation (online with Citizenserve and Phone calls)
- Day Camp program planning
- Work related to Concession stand at the Park Pool seasonal operation.

Upcoming – for May

- Web training for Summer lunch program
- Day of Caring and Sharing – Friday May 13 – Park Clean-up project
- Memorial Day opening of Park Pool

Community Development Report

April 2022

Kevin Thacker, Code Compliance Manager

CODE COMPLIANCE

Noted Activity:

(top projects)

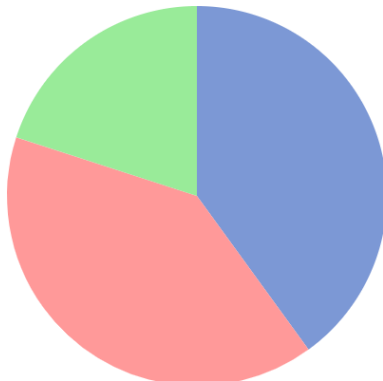
Code Enforcement Activity:



27 new cases received – 15 of those are still open

5 violation were found

20 cases have been resolved

Open Date From: 04/01/2022
Open Date To: 04/30/2022



Violations by Violation Type			
	Licensing of rental dwelling units	2	40.0%
	Requirements for unsafe buildings	2	40.0%
	Dwellings, yards and lots to be kept clean	1	20.0%

Permits/Reviews & Rental Licenses:

61 Total Permits/Reviews were issued

45 Rental Inspections were completed

Building	Miscellaneous	Occupancy	Signage
Residential..... 4	Residential15	Residential3	Commercial 4
Commercial..... 3	Commercial2	Commercial2	
Electrical	Plumbing	Utility	Demolition
Residential..... 8	Residential1	Residential0	Residential..... 2
Commercial..... 3	Commercial2	Commercial0	Commercial 0
Public ROW	Rental Licences	Rental Inspections	
Residential..... 7	Residential14	Pass44	
		Fail.....1	

Plans, Reviews, Amendments and Appeals
 (ZA, RPR, SR, ZMA, ZTA, SRA)
 (Type) ZTA Issued (was City's)1

Certificates of Appropriateness
 Issued.....4
Request for Change/Amendment
 Issued.....0

Revenue from 'Issued' Permits/Reviews:

Building Permits.....	\$4,943.00
Miscellaneous Permits.....	255.00
Occupancy Permits	75.00
Sign Permits	230.50
Utility Permits.....	0.00
Plan reviews, Amendments & appeals	0.00
Zoning Classification Détermination (info request).....	0.00
Municipal Infractions (citations).....	0.00
Certificates of Appropriateness	120.00
Rental Licenses (new & renewals	0.00
Paid Rental Inspection Requests	<u>0.00</u>
TOTAL	\$8,623.50

Demolition Bonds Collected.....	\$3,000.00
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Community Development Programs

April 2022

Lee Borrer, Senior Community Development Specialist

Community Development Block Grant (CDBG) Monthly Activity	April 2022 Report	Original Bud	ERR	Contract	Lifetime Funds Exp	
Project	Year	Orig. Budget			Expended	Remain
2019 Slush (Final) Fire Dept	2019	\$5,659.63			\$0.00	\$5,659.63
2019 Total Funds		\$5,659.63	ERR	Contract	Expended	\$5,659.63
Baltimore Street Redesign	2020	\$402,700.00	x	Released	\$0.00	\$402,700.00
HRDC Emergency Homeless Prevention	2020	\$25,000.00	x	x	\$20,247.17	\$4,752.83
Admin	2020	\$110,065.20	x	x	\$77,821.64	\$32,243.56
Constitution Park Inclusive Playground Ph 2	2020	\$65,000.00	x	x	\$64,201.40	\$798.60
HRDC Transitional Homeless Shelter Fire Dept/Con Pk	2020	\$6,000.00	x	x	\$0.00	\$6,000.00
2020 PI Slush (final as of July 2021) Con Pk	2020	\$66.40			\$0.00	\$66.40
2020 Grant Totals		\$773,785.60			\$327,196.61	\$446,561.39
Balt Street Redesign/Queen City/South Str	2021	\$232,721.00	x			\$232,721.00
HRDC Rental Rehabilitation	2021	\$19,300.00	x		\$0.00	\$19,300.00
YMCA Riverside Dehumidification	2021	\$200,368.00	x	x	\$177,167.00	\$23,201.00
Admin	2021	\$126,426.00	x		\$52,272.57	\$74,153.43
Ind Cost	2021	\$15,120.00	x		\$7,107.75	\$8,012.25
Fair Housing	2021	\$8,454.00	x		\$4,244.20	\$4,209.80
YMCA Gilchrist HVA Repl. Ph 2	2021	\$48,520.00	x		\$48,519.00	\$1.00
AHEC Emergency Dental Access	2021	\$4,000.00	x	x	\$4,000.00	\$0.00
Assoc. Char Long Term	2021	\$4,000.00	x	x	\$1,560.00	\$2,440.00
Assoc. Char Short Term	2021	\$5,000.00	x	x	\$990.00	\$4,010.00
PHA JFV Sidewalk Imps.	2021	\$35,000.00	x	x	\$35,000.00	\$0.00
FCRC IPV	2021	\$9,500.00	x	x	\$9,500.00	\$0.00
Targeted Foot & Bike Patrol	2021	\$3,961.00	x	x	\$3,446.64	\$514.36
Jane's Place Inc.	2021	\$4,000.00	x	x	\$2,252.57	\$1,747.43
YMCA Food Program Trans. Housing Shelter	2021	\$5,000.00	x	x	\$3,505.14	\$1,494.86
Constitution Park/Splashpad	2021	\$87,750.00			\$0.00	\$87,750.00
2021 PI credits						\$6,541.28
2021 Grant Totals		\$809,120.00			\$51,206.38	\$466,096.41

Program Income Jul.	2021	\$5.32	2020 Adm.			
Program Income Aug.	2021	\$5.32	2020 Adm.			
Program Income Sep.	2021	\$5.31	2020 Adm.			
Program Income Oct.	2021	\$0.00	N/A			
Program Income Nov.	2021	\$10.63	2021 Adm.			
Program Income Dec.	2021	\$4.62	2021 Adm.			
Program Income Feb. 22	2021	\$6,516.82	2021 Adm.			
Program Income Mar. 22	2021	\$4.61	2021 Adm.			
Program Income Apr. 22	2021	\$4.60				
Total PI 2021		\$31.20				
Total PI credited to 2020		\$15.95				
Total PI credited to 2021		\$6,541.28				
					Expended	Remaining
Total					\$378,402.99	\$918,317.43
					Total All Yrs.	\$918,317.43
<i>as of 5/19/22 post March 2022 Draw</i>						

Balances:	Year
\$5,659.63	2019
\$446,561.39	2020
\$466,096.41	2021
\$918,317.43	

66.40 PI
incl.

\$6,541.28

IDIS Unfund	Year
\$5,659.63	2019
\$43,062.79	2020
\$346,312.28	2021

Historic Planning/Preservation

April 2022

Ruth Davis-Rogers, Historic Planner/Preservation Coordinator

Personal Training

Continue to train and learn the following systems:

- Citizenserve
- Municode
- Intelligrants (State of MD)
- Civic plus

Historic Preservation Commission Meeting (HPC)

The Historic Preservation Meeting was held on April 13th. Reviewed and administered Certificate of Appropriateness awards.

Meetings

Attended and/or met with:

- CEDC
- Community Dev. Staff on Retention Schedule
- Release of Improvement Grants Meeting
- DDC meeting
- Meeting with Chris Hendershot and Garrett Eagan on the McMullen Building
- Meeting about 10 Center St.
- Staff about Constitution Park Guard shack
- Bill Atkinson on blue Bridge Update
- Morgan on comprehensive Plan update
- MDOT funding webinar
- Meeting with Mural Artists
- Community Legacy advisory group

Grants & Tax Credits

- Administered funding/grants for:
- Residential accessibility Improvement \$50,000
- Roof Replacement Progra\$50,000
- Work ed with Finance on budget
- Started preparing for the next round of Community legacy Awards
- Submitted CHCD Quarterly Report to State of Maryland

Comptroller's Office

April 2022

Mark Gandolfi, City Comptroller

Cash Flow:

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

On April 1, 2022, the City had a cash balance of \$20 million. Disbursements exceeded receipts by \$10 million resulting in a cash balance of \$9 million at April 30, 2022.

As of April 30, 2022, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund)						\$ 1,935,353
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2022	\$ 1,925,572	\$ 34,666	\$ -	\$ 776,795	\$ -	\$ 1,183,443
FY 2021	468,068	-	-	74,480	-	393,588
FY 2020	258,391	-	-	117,805	-	140,586
FY 2019	61,937	-	-	375	-	61,562
FY 2018	52,854	-	-	-	-	52,854
FY 2017	24,488	-	-	-	-	24,488
FY 2016	23,000	-	-	-	-	23,000
FY 2015	21,151	-	-	-	-	21,151
FY 2014	13,669	-	-	-	-	13,669
FY 2013	9,339	-	-	-	-	9,339
FY 2012	5,574	-	-	-	-	5,574
FY 2011	3,109	-	-	-	-	3,109
Prior FY's	2,990	-	-	-	-	2,990
	\$ 2,870,142	\$ 34,666	\$ -	\$ 969,455	\$ -	\$ 1,935,353

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

Real property (non-owner occupied)	\$564,079
Non-Corp Personal Property	3,768
Corporate Personal Property	275,738
Real Property (semiannual payments)	339,119
Real Property (Half Year)	739
	<u>\$1,183,443</u>

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

Cash and Investment Summary

April 30, 2022

	Cash	Investments
Beginning Balance	\$ 19,738,571	\$ 13,877,422
Add:		
Cash Receipts	13,988,937	9,779,263
Investment Transfer	-	-
Less:		
Disbursements	24,286,772	-
Investment Transfer	-	-
Ending Balance	\$ 9,440,736	\$ 23,656,685
Restricted	\$ 1,225,178	\$ 5,901,994

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

Restricted Cash

	4/1/2022	Increase	Utilization	4/30/2022
Police Seizures	\$ 111,739	\$ -	\$ 105	\$ 111,634
Est of Dorothy Jackson	11,250	-	-	11,250
Bowers Trust	53,580	15,000	-	68,580
Street Improvement	-	-	-	-
GOB 21	2,118,476	160	1,729,240	389,396
ARPA	4,754,348	357	4,166,600	588,105
Demolition & Fiscal Agent Bonds	56,163	50	-	56,213
	\$ 7,105,556	\$ 15,567	\$ 5,895,945	\$ 1,225,178

Restricted Investments

	4/1/2022	Increase	Utilization	4/30/2022
DDC	\$ 6,154	\$ -	\$ -	\$ 6,154
GOB 21	-	1,729,240	-	\$ 1,729,240
ARPA	-	4,166,600	-	\$ 4,166,600
	\$ 6,154	\$ 5,895,840	\$ -	\$ 5,901,994

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 and equipment.

Estate of Dorothy Jackson is donations for fire, police and police K-9.

Capital Projects and Associated Debt:

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

Available Bond Proceeds

	4/1/2022	Issue	Utilization	4/30/2022
CDA 2019	\$ 1,011,405	\$ -	\$ -	\$ 1,011,405
CDA 2021	6,755,133	-	-	6,755,133
GOB 21	2,118,476	-	(160)	2,118,636
	\$ 9,885,014	\$ -	\$ (160)	\$ 9,885,174

Decatur Street Project

	3/1/2022	Issue	Utilization	3/31/2022
MWQFA Series 2022A	\$ 1,181,105.00	\$ -	\$ -	\$ 1,181,105
MWQFA Series 2022B	425,140	-	-	425,140
Decatur Street Grants	1,003,000	-	-	1,003,000
	\$ 2,609,245	\$ -	\$ -	\$ 2,609,245

CSO Projects

	3/1/2022	Issue	Utilization	3/31/2022
Evitts Creek Debt	\$ 156,740	\$ -	\$ -	\$ 156,740
Evitts Creek Grant	5,418,560	-	-	5,418,560
78" Pipeline Debt	6,075,000	-	-	6,075,000
78" Pipeline Grant	46,338,080	-	-	46,338,080
	\$ 57,988,380	\$ -	\$ -	\$ 57,988,380

The GOB21 \$160 balance increase is interest earned.

The Decatur Street waterline project is funded with \$1.0 in grants and \$2.1 million in loans with \$0.5 million of the loan amount being forgivable after 10 years.

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

COVID-19:***Available Funding (as of April 30, 2022)***

The City is receiving \$19,595,850 from the American Rescue Plan Act (ARPA). Funding is distributed 50% in calendar year 2021 and the other 50% 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 providing greater details on the eligible uses and priority of these funds. These are:

- Support public health expenditures
- Address negative economic impacts caused by the public health emergency

- Replace lost public sector revenue
- Provide premium pay for essential workers
- Invest in water, sewer, and broadband infrastructure

Funds available for use:

Purpose	Awarded	Allocation		
		Budgeted	Utilized	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850			
Respond to the health emergency				
Community Programs				
DDC Assistance to Small Businesses		\$ 183,500	\$ 6,227	\$ 177,273
Promoting the Community		\$ 33,563	\$ 23,026	\$ 10,537
Amphitheatre and Pavilion 1&2		\$ 174,350	\$ -	\$ 174,350
Pool Area and Splash Pad		\$ 71,250	\$ -	\$ 71,250
Janes Place for Abused Children		\$ 102,623	\$ -	\$ 102,623
Union Rescue Mission		\$ 750,000	\$ -	\$ 750,000
Community Development Property Improvement		\$ 364,960	\$ -	\$ 364,960
Affordable Housing Assistance		\$ 250,000	\$ -	\$ 250,000
YMCA Bus Replacement		\$ 216,000	\$ -	\$ 216,000
PPE				
General		\$ 52,729	\$ 22,969	\$ 29,760
Facilities and Equipment		\$ 13,271	\$ 13,271	\$ -
Prisoner Processing Improvements		\$ 176,200	\$ -	\$ 176,200
HVAC improvement at City Hall & Public Safety Buildings		\$ 1,300,000	\$ -	\$ 1,300,000
Premium Pay		\$ 833,952	\$ 833,952	\$ -
Revenue Loss		\$10,000,000	\$4,149,913	\$ 5,850,087
Infrastructure Investments				
Water		\$ 5,073,452	\$ -	\$ 5,073,452
Unallocated Interest Earned		\$ -	\$ -	\$ 5,781
Total:	\$19,595,850	\$19,595,850	\$5,049,358	\$14,552,272

Respectfully submitted,

Jeffrey Silka
City Administrator

sln

File Attachments for Item:

. Order 27,031 - authorizing that the provisions of City Code Section 11-113 be lifted to allow open containers of alcohol within a defined area of the downtown on Friday, July 8, 2022, from 5:00 p.m. until 10:00 p.m. for the Fade to Blue / Friday After Five event; notwithstanding, that open glass containers shall not be allowed

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

ORDER NO. 27,031

DATE: July 5, 2021

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

THAT, the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted for the Fade to Blue / Friday After Five event on July 8, 2022, from 5:00 p.m. until 10:00 p.m., within the confines of the following areas:

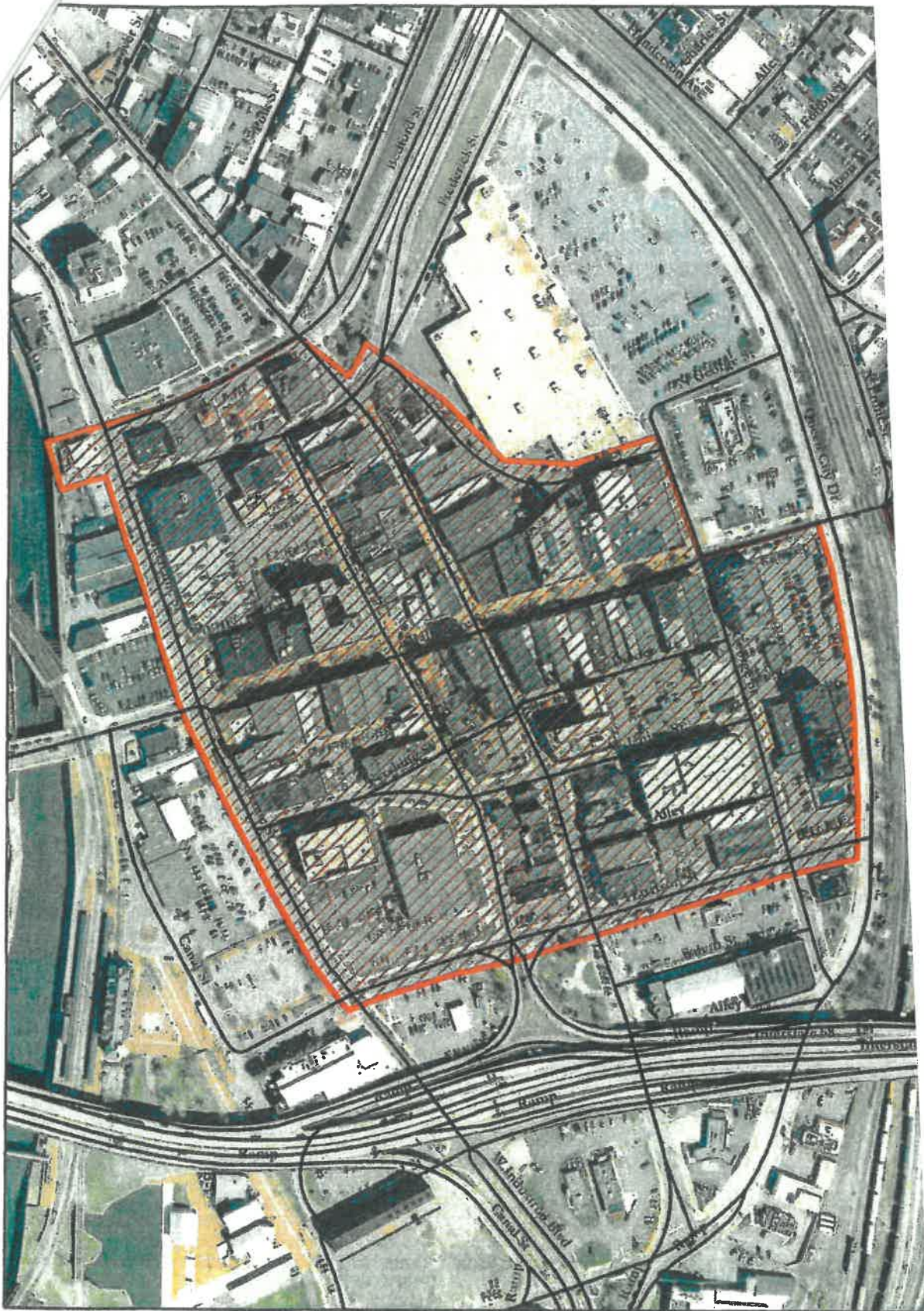
- Mechanic at Bedford Street south to Harrison Street;
- Harrison East to Queen City Drive
- Queen City Drive north to Baltimore Street;
- Baltimore Street west to George Street;
- George Street north to Butler Alley;
- Butler Alley to Frederick and Bedford Streets by way of Centre Street;

Notwithstanding the foregoing, open glass containers shall not be permitted in the area defined above and Section 11-113 (a) of the City Code shall remain in force and effect as to glass open containers of alcoholic beverages in that area.

Raymond M. Morriss, Mayor

**Map attached*

Open Container Area



0 105 210 420 630 Feet



File Attachments for Item:

. Order 27,032 - authorizing the Chief of Police to enter into an agreement with the Maryland Highway Safety Office to receive FY23 Pedestrian Safety Grant funding in the amount of \$1,000 for officers to work pedestrian safety patrols during the months of September and October, 2022.

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

ORDER NO. 27,032

DATE: July 5, 2022

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

THAT, the Chief of Police be and is hereby authorized to enter into an agreement with the Maryland Highway Safety Office (MHSO) to receive FY23 MHSO Pedestrian Safety Grant funding in the amount of One Thousand Dollars and No Cents (\$1,000.00) for officers to work as pedestrian safety patrols during the months of September and October, 2022.

Raymond M. Morriss, Mayor

Project Nos. LE-Cumberland PD-2023-133

GRANT APPLICATION

PROJECT DETAILS	
FUNDING: Law Enforcement	PROGRAM AREA: Pedestrian/Bicycle
APPLICATION #: LE-Cumberland PD-2023-133	PROJECT TITLE: Pedestrian Safety
PROJECT AGENCY: Cumberland Police Department	FUND RECIPIENT AGENCY: Cumberland Police Department
ADDRESS: 20 Bedford Street, Cumberland, MD-21502	PROJECT START DATE: 07/01/2022
DUNS # / UEI #: 01-009-5024 / CUVLXQPKHJP9	PROJECT END DATE: 06/30/2023
FEDERAL TAX ID: 52-6000786	STATUS: Project Executed

CONTACT DETAILS	
PROJECT DIRECTOR: Eric Bonner	PROJECT COORDINATOR: Eric Bonner
TITLE: Lieutenant	TITLE: Lieutenant
PHONE: (301) 759-6475	PHONE: (301) 759-6475
E-MAIL: eric.bonner@cumberlandmd.gov	E-MAIL: eric.bonner@cumberlandmd.gov
FISCAL OFFICER: Rachel Diehl	AUTHORIZING OFFICIAL: Chuck Ternent
TITLE: Financial Administrator	TITLE: Acting Chief
PHONE: (301) 759-6400	PHONE: (301) 759-6475
E-MAIL: rachel.diehl@cumberlandmd.gov	E-MAIL: chuck.ternent@cumberlandmd.gov

TRANSPARENCY ACT
Does your agency receive \$75,000 or more from the Maryland Highway Safety Office? No
Does your Agency receive 80%, and \$25,000,000 or more, of its Annual Gross Revenues from Federal Awards? No
Does the public have access to information about the compensation of your Agency's executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, or section 6104 of the Internal Revenue Code of 1986? Yes
<p align="center">TOP 5 HIGHLY COMPENSATED OFFICERS</p> <div style="border: 1px solid black; padding: 5px; min-height: 20px;">None</div>

STATEWIDE PROGRAM PARTICIPATION
Street Smart: Yes

STRATEGY SELECTION
Promote safe behaviors of all road users appropriate for the environment through education and enforcement initiatives: Yes
Create and improve pedestrian and bicycle safety culture in Maryland including the promotion and implementation of legislation and training of professionals and stakeholders about best safety practices: Yes
Identify and promote safe driving and pedestrian behaviors for all motorists and public safety professionals at the scene of emergency events: Yes

PROBLEM IDENTIFICATION

- Allegany County accounted for 1.2% of the population and 1.4% of the vehicle miles traveled (VMT) in the State of Maryland on average over the past three years (2018-2020). During that time, an annual average of 6 traffic fatalities have occurred in the County, which have remained almost steady, ranging from 6 (1.2% of all fatalities in the State) to 5 (0.9%) to 6 (1.0%). The number of serious injuries (defined as KABCO=4 on the police crash report) over the past three years in Allegany County has varied, ranging from 22 to 18 to 25, which are 0.7%, 0.6% and 0.9% of the State total for serious injuries in 2018, 2019, and 2020 respectively.
- Usually over four hundred thousand citations for traffic violations are issued across the State and adjudicated in Maryland District Courts each year (449,381 in 2018 and 438,451 in 2019). However, only 323,400 citations were issued and adjudicated in the year 2020 across the State. Over the previous three years, the number of traffic citations issued in Allegany County has decreased significantly from 6,240 (1.4% of statewide traffic citations) in 2018 to 5,176 (1.2%) in 2019 to 4,049 (1.3%) in 2020. These citations were issued anywhere within the boundaries of Allegany County to a resident of any jurisdiction, state, or country.
- Non-motorists are defined here as pedestrians (on foot) and bicyclists. Pedestrian fatalities in Allegany County have remained relatively constant over the previous three years, from 2 (2018) to 0 (2019) to 0 (2020), while serious injuries have varied, ranging from 1 (2018) to 5 (2019) to 1 (2020). The occurrence of bicyclist fatalities in Allegany County has been rare, with 0 in 2018, 0 in 2019, and 0 in 2020, while serious injuries to bicyclists have remained relatively constant, ranging from 1 in 2018 to 1 in 2019 to 0 in 2020.
- Very few non-motorist citations are issued throughout the State, to either the pedestrian or the motor vehicle driver. Typically, more violations are issued to drivers, and in Allegany County 0 were issued to drivers against pedestrians or bicyclists in 2020, while 3 were issued to pedestrians or bicyclists that year. As a proportion of statewide totals (933 and 235), those numbers represent 0.0% and 1.3%, respectively, in 2020.
- NOTE: In 2020, the world experienced the COVID-19 pandemic which contributed to significant changes in roadway travel and driver behavior. Reduced vehicle miles traveled and open roadways resulted in an increase in speed and other risky driving behaviors. Consequently, 573 people died in traffic-related crashes on Maryland's roads, representing an increase of more than seven percent from the previous year's total of 535, with pedestrian and bicycle fatalities comprising over one-quarter of the State's roadway deaths. While overall fatalities increased in 2020, the reduced travel contributed to marked decreases for injury and overall crashes at the statewide and jurisdictional level. Therefore, this anomalous year must be considered when drawing conclusions based on the use of 2020 crash data to evaluate highway safety programs and trends. Citations listed under Transportation Article 21, which are defined as "Rules of the Road" in the Citation Manual, also referred as moving violations.

Additional data or information to support your proposed project: The Cumberland City Police Department investigates an average of 668 vehicle accidents each year. Among these vehicle crashes we usually experience approximately 10 involving pedestrians per year. This number has remained pretty consistent throughout the years fluctuating between 8 to 12. Although this number is relatively low any pedestrian injury is too many. In addition, pedestrian safety has been getting a lot of attention throughout our city lately with groups and individuals pointing out local hazards at community meetings. The Cumberland Police Department is aware that the responsibility for pedestrian safety not only falls on the drivers but the pedestrians as well. For 2022, the Cumberland Police Department would like to enhance our pedestrian safety program. This particular grant will be used to send additional officers into the field to educate motorists and pedestrians. We will be able to work hand and hand with the city streets department to identify problem areas and address them with more street signs and better crosswalks.

PROGRAM INCOME

Will you have Program Income for this grant to report? No

Explain what the Program Income on this grant is for:

BUDGET SUMMARY

BUDGET CATEGORIES	REQUESTED AMOUNT	OBLIGATED AMOUNT	CLAIMED AMOUNT	AVAILABLE AMOUNT
Law Enforcement Overtime	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
Total	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00

LAW ENFORCEMENT OVERTIME

TYPE OF ENFORCEMENT	OT HOURS WORKED	AVERAGE OT HOURLY RATE	CALCULATED AMOUNT	REQUESTED AMOUNT	OBLIGATED AMOUNT
September Waves (Sep - 12, 13, 14, 15, 16)	12.50	\$40.00	\$500.00	\$500.00	\$500.00
October Waves (Oct - 10, 11, 12, 13)	12.50	\$40.00	\$500.00	\$500.00	\$500.00
			\$1,000.00	\$1,000.00	\$1,000.00

DOCUMENTS

CATEGORY	DESCRIPTION	FILE NAME	CREATED BY	CREATED DATE
Other	FY23 Post Award Checklist	Cumberland PD.pdf	kbishop	06/24/2022 01:55:54 PM

NOTES

None

Council Agenda Summary

Meeting Date: July 5, 2022

Key Staff Contact: Lt. Eric Bonner/Chief Chuck Terner

Item Title: FY23 MHSO Pedestrian Safety Grant

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

Authorize the Chief of Police to enter into an agreement with the Maryland Highway Safety Office to receive grant funding in the amount of \$1,000 for officers to work pedestrian safety patrols during the months of September and October.

Amount of Award: \$1,000

Budget number:

Grant, bond, etc. reference: Grant

File Attachments for Item:

. Order 27,033 - approving a sole source contract with Belt Paving, Inc. to pave Queen City Drive (Winston St.) and Virginia Avenue for the estimated lump sum cost not to exceed \$74,613.30

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

ORDER NO. 27,033

DATES: July 5, 2022

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

THAT, the Sole Source proposal from Belt Paving, Inc., P.O. Box 1002, Cumberland, MD 21501-1002, to pave Queen City Drive (Winston Street) and Virginia Avenue, City Project No. 2022-18-PVG, be and is hereby accepted in the estimated lump sum cost not to exceed Seventy-four Thousand, Six Hundred Thirteen Dollars and Thirty Cents (\$74,613.30).

Raymond M. Morriss, Mayor

Budget: 127.101.63000

Council Agenda Summary

Meeting Date: 7/5/2022

Key Staff Contact: Matt Idleman, PE

Item Title:

Queen City Drive & Virginia Avenue Paving (2022-18-PVG)

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

Sole source request to award Belt Paving Inc. with a contract to pave Queen City Drive (Winston Street) and Virginia Avenue for the estimated lump sum cost of \$74,613.30 per the breakdown below:

Virginia Avenue - \$35,269.70

Queen City Drive (Winston Street) - \$39,343.60

Total: \$74,613.30

This project involves paving approximately 2,630 SY in the Queen City Drive (Winston Street) area and approximately 2,225 SY on Virginia Avenue. This also includes the parking area of Winston Street.

Belt Paving was selected to perform this work since they are scheduled to mill and overlay MD-51 in the area of the bridge starting on July 10th. The City is able to piggyback this work and save costs associated with mobilization fees.

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

Amount of Award: \$74,613.30

Budget number: 127.101.63000

Grant, bond, etc. reference: City Funds

City of Cumberland**Belt Paving, Inc.****Queen City Drive & Virginia Avenue Mill & Pave Estimate****Work performed in conjunction with milling and paving on MD 51 SHA Project****Queen City Drive****Approximate Area --- 2,630 SY**

Item #	Description	Quantity	Unit	Unit Price	Extension
5012	Mill (2") Existing HMA	2,630	sy	\$ 2.20	\$ 5,786.00
5005	12.5 mm Surface (2")	300	tn	\$ 88.65	\$ 26,595.00
5008	Price Adjustment for Binder	300	tn	\$ 12.92	\$ 3,876.00
(Estimated, don't know July Index yet)					
1002	5" Yellow Temp. Paint	170	lf	\$ 0.13	\$ 22.10
1003	5" White Temp. Paint	350	lf	\$ 0.13	\$ 45.50
1008	Flagger	10	hr	\$ 100.00	\$ 1,000.00
5014	5" White Perm. Paint	170	lf	\$ 0.40	\$ 68.00
5015	5" Yellow Perm. Paint	350	lf	\$ 0.40	\$ 140.00
5020	24" White Preform	38	lf	\$ 25.00	\$ 950.00
5021	White Preform Symbols	41	sf	\$ 21.00	\$ 861.00
Queen City Drive Estimated Total					\$ 39,343.60

Virginia Avenue**Approximate Area --- 2,225 SY**

Item #	Description	Quantity	Unit	Unit Price	Extension
5012	Mill (2") Existing HMA	2,225	sy	\$ 2.20	\$ 4,895.00
5005	12.5 mm Surface (2")	250	tn	\$ 88.65	\$ 22,162.50
5008	Price Adjustment for Binder	250	tn	\$ 12.92	\$ 3,230.00
(Estimated, don't know July Index yet)					
1002	5" Yellow Temp. Paint	1,240	lf	\$ 0.13	\$ 161.20
1003	5" White Temp. Paint	0	lf	\$ 0.13	\$ -
1008	Flagger	40	hr	\$ 100.00	\$ 4,000.00
5014	5" White Perm. Paint	0	lf	\$ 0.40	\$ -
5015	5" Yellow Perm. Paint	1,240	lf	\$ 0.40	\$ 496.00
5020	24" White Preform	13	lf	\$ 25.00	\$ 325.00
5021	White Preform Symbols	0	sf	\$ 21.00	\$ -
Virginia Avenue Estimated Total					\$ 35,269.70



Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Fwd: Queen City Dr. & Virginia Ave. Mill & Pave Budget

2 messages

Matt Idleman <matt.idleman@cumberlandmd.gov>

Tue, Jun 28, 2022 at 10:49 AM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Cc: Robert Smith <robert.smith@cumberlandmd.gov>, Derrik Grimm <derrik.grimm@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Jeff:

Belt Paving is scheduled to mill and overlay MD-51 in the area of the bridge starting on the 10th. The City is able to piggyback this work and get the Virginia Ave subway and Winston Street (in front of Wendy's) paved at the same time, thus avoiding mobilization fees. Attached is the budgetary estimate for this work. We have the funding available, and Columbia Gas will be paying for 50% of the Winston (Queen City) portion under their cost-sharing agreement.

We are requesting this work be approved as a sole source, citing the timeliness and cost savings of not having to pay for mobilization fees. If approved, Derrik and I will submit the sole source contract request for the next Council Meeting.

Please advise, and let me know if you have any questions. Thanks,

Matt Idleman, PE

City of Cumberland, MD

301-759-6503

----- Forwarded message -----

From: **Jay Stan** <jstan@thebeltgroup.com>

Date: Thu, Jun 23, 2022 at 3:13 PM

Subject: Queen City Dr. & Virginia Ave. Mill & Pave Budget

To: Matt Idleman <matt.idleman@cumberlandmd.gov>, Robert Smith <robert.smith@cumberlandmd.gov>

Cc: Randy Cirillo <rcirillo@thebeltgroup.com>

Matt,

Attached is Belt Paving, Inc.'s **BUDGET** Estimate for Queen City Drive (Including the parking area) as well as Virginia Avenue.

If our schedule holds, we hope to begin milling on the MD 51-Triton project Sunday night 7/10. If given the approval by the City, we will incorporate the milling and paving for these streets with that project.

If you have any questions or require any additional information feel free to give me a call.

Thanks,

Jay Stanislawczyk

Belt Paving, Inc.

Vice President/Estimator/Project Manager

11521 Milnor Avenue

Cumberland, MD 21502

Office: 301-729-8994

Cell: 301-707-1991

3 attachments

 **City of Cumberland QC Dr & VA Ave.pdf**
136K

 **Virginia Ave.pdf**
7800K

 **Winston St.pdf**
5865K

Jeff Silka <jeff.silka@cumberlandmd.gov>

Tue, Jun 28, 2022 at 10:53 AM

To: Matt Idleman <matt.idleman@cumberlandmd.gov>

Cc: Robert Smith <robert.smith@cumberlandmd.gov>, Derrik Grimm <derrik.grimm@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Yes, I approve.

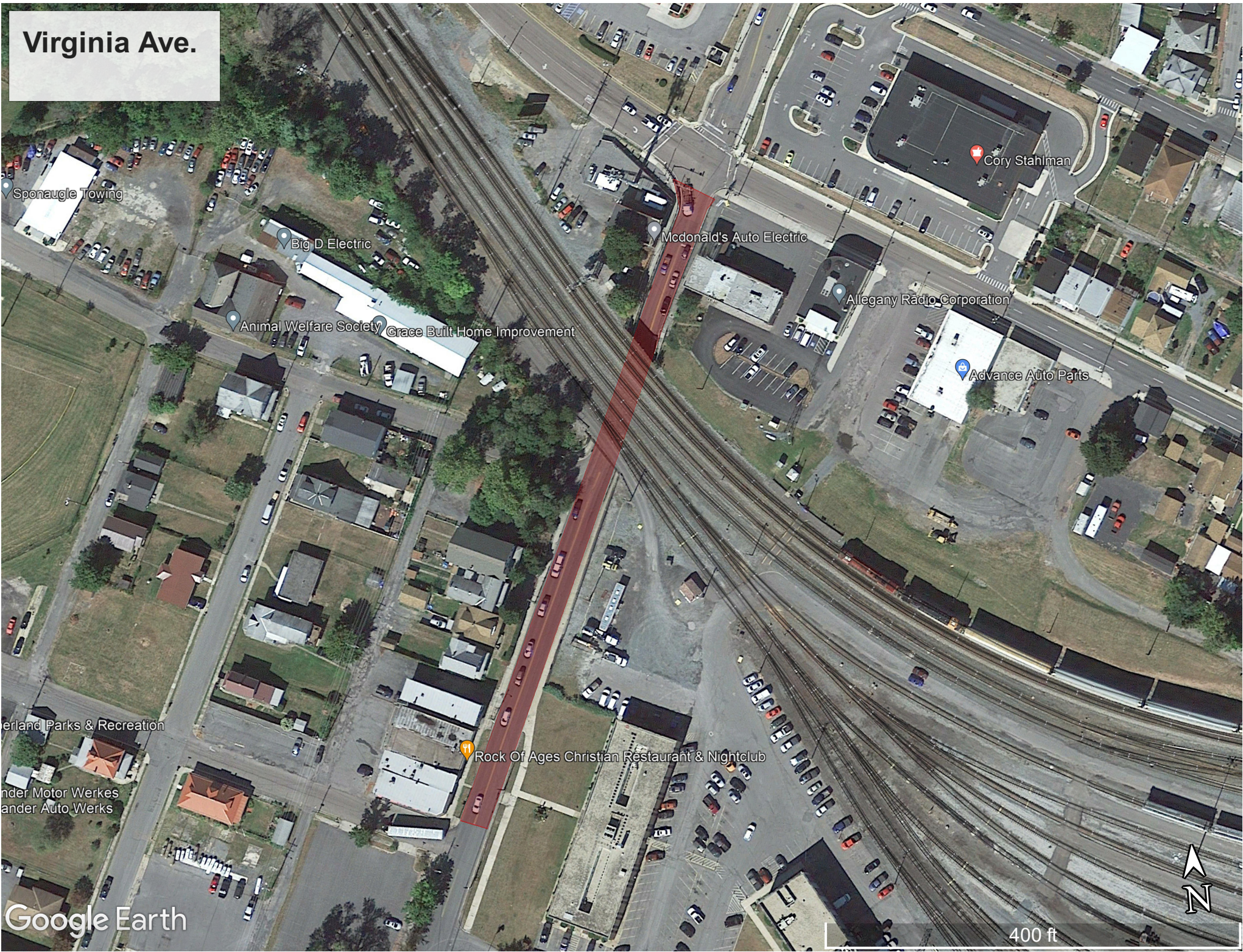
Jeffrey F. Silka
City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
Office (301) 759-6424
Cell (240) 609-9303

[Quoted text hidden]

Winston St.



Virginia Ave.



Sponaugle Towing

Big D Electric

Animal Welfare Society

Grace Built Home Improvement

Mcdonald's Auto Electric

Allegany Radio Corporation

Advance Auto Parts

Cory Stahlman

erland Parks & Recreation

nder Motor Werkes
ander Auto Werkes

Rock Of Ages Christian Restaurant & Nightclub

Google Earth

400 ft



File Attachments for Item:

. Order 27,034 - approving the sole source proposal of Optimize Renewables to complete a feasibility study for micro-grid technology at the Water Reclamation Facility in the amount not to exceed \$100,000, reimbursable via MEA Grant No. 2022-04-518S1

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

ORDER NO. 27,034

DATE: July 5, 2022

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

THAT, the Sole Source proposal from Optimize Renewables, LLC, Western Maryland Advanced Technology Center, One Technology Drive, Suite 1105, Frostburg, Maryland, 21532, to complete a Feasibility Study for Micro-grid Technology (6-22-M) at the John D. DiFonzo Water Reclamation Facility, is hereby accepted in the amount not-to-exceed One Hundred Thousand Dollars and No Cents (\$100,000.00), and

BE IT FURTHER ORDERED THAT this grant award will reimburse the cost of the study up to \$100,000.00 for project costs by Optimize Renewables, LLC, with an in-kind contribution by the City of Cumberland of at least \$15,000.00.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: July 5, 2022

Key Staff Contact: Robert Smith

Item Title: **WRF Micro-grid Feasibility Study** (City Project 6-22-M)

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

An Order approving the sole source proposal from Optimize Renewables to complete a feasibility study for micro-grid technology at the Water Reclamation Facility for to \$100,000 (reimbursable via MEA Grant 2022-04-518S1).

Over the next 9-12 months Optimize Renewables will provide the analysis of the feasibility and public benefit of a potential microgrid for the City; including organizing the project, conducting status meetings, completing monthly reports and providing all the deliverables required for MEA Grant 2022-04-518S1 – Resilient Maryland Program Cumberland.

*The MEA grant award will **reimburse the cost of the study up to \$100,000** for project costs by Optimize Renewables with an in-kind contribution by City staff of at least \$15,000.*

Optimize Renewables completed the successful grant application that was awarded to and executed by the City of Cumberland on July 22, 2022. Optimize Renewables will characterize, assess, plan, and qualify a scale Microgrid system appropriate for Cumberland, while quantifying the health/safety and socio-economic benefits of such a system for the City, the underserved Cumberland community, and Appalachian Maryland. Optimized Renewables has successfully performed similar studies for the City of Frostburg and Frostburg State University through the same MEA grant program.

Amount of Award: Up to \$100,000

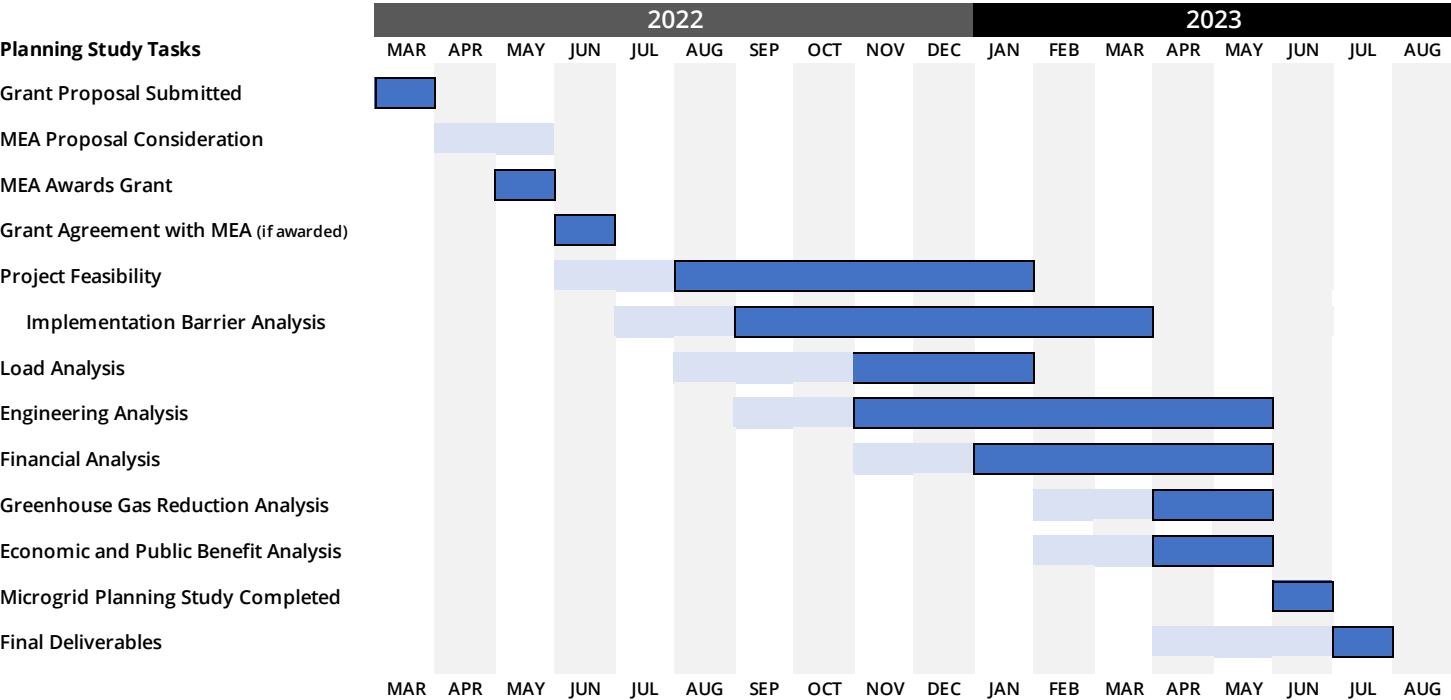
Budget number:

Grant, bond, etc. reference: Grant

CITY OF CUMBERLAND

Microgrid Planning Project Timeline

Updated 2022-06-12



CITY OF CUMBERLAND, MARYLAND

Resilient Maryland Planning Grant (FY22 - Round 2)

Document 3: Budget

Area of Interest (AOI 1): - Community/Campus Microgrid Planning

Project: City of Cumberland Microgrid

<u>Budget Categories</u>	<u>Planning Grant</u>	<u>City Donated Work</u>	<u>Total</u>
Program Overhead	\$15,000		\$15,000
City Overhead/Interns (15%)	\$15,000		\$15,000
Project Feasibility	\$24,100	\$6,600	\$30,700
Project Director	\$6,600		\$6,600
City Program Manager		\$2,400	\$2,400
City Project Manager		\$4,200	\$4,200
Director, Engineering	\$5,700		\$5,700
Director, Research	\$3,600		\$3,600
Director, Modeling and Finance	\$2,350		\$2,350
Software Platform Manager	\$1,950		\$1,950
Technical Advisor	\$3,900		\$3,900
Load Analysis	\$9,600	\$4,050	\$13,650
Project Director	\$1,875		\$1,875
City Program Manager		\$1,500	\$1,500
City Project Manager		\$2,550	\$2,550
Director, Engineering	\$2,775		\$2,775
Financial Analyst	\$900		\$900
Software Platform Manager	\$1,800		\$1,800
Technical Advisor	\$2,250		\$2,250
Engineering Analysis	\$25,125	\$6,300	\$31,425
Project Director	\$3,000		\$3,000
City Program Manager		\$2,100	\$2,100
City Project Manager		\$4,200	\$4,200
Director, Engineering	\$10,350		\$10,350
Director, Market Integration	\$3,900		\$3,900
Software Platform Manager	\$2,700		\$2,700
Financial Analyst	\$2,250		\$2,250
Technical Advisor	\$2,925		\$2,925
Financial Analysis	\$17,925	\$900	\$18,825
Project Director	\$3,150		\$3,150
City Project Manager		\$900	\$900
Director, Engineering	\$2,700		\$2,700
Financial Analyst	\$9,600		\$9,600
Software Platform Manager	\$1,875		\$1,875
Technical Advisor	\$600		\$600
Greenhouse Gas Reduction Analysis	\$3,375	\$1,025	\$4,400
Project Director	\$675		\$675
City Project Manager		\$1,025	\$1,025
Director, Research	\$1,800		\$1,800
Energy Analyst	\$900		\$900
Economic and Public Benefit Analysis	\$4,875	\$1,125	\$6,000
Project Director	\$975		\$975
City Project Manager		\$1,125	\$1,125
Director, Research	\$2,100		\$2,100
Director, Market Integration	\$1,200		\$1,200
Vendor Engagement/Recruitment	\$600		\$600
TOTAL	\$100,000	\$20,000	\$120,000

Grant 2022-06-518S1

**MARYLAND ENERGY ADMINISTRATION
RESILIENT MARYLAND PROGRAM**

**STATE OF MARYLAND
MARYLAND ENERGY ADMINISTRATION**

1800 Washington Boulevard, Suite 755
Baltimore, MD 21230

hereinafter “MEA”

and

Mayor & City Council of Cumberland, MD

57 N Liberty Street
Cumberland, MD 21502

hereinafter “Grantee”

PREMISES

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

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

RECEIVED

22 Jun 2022

MD. ENERGY
ADMIN.

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

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

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

NOW, THEREFORE, the parties hereby agree as follows:

1. Purpose of the Grant

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

2. Project Description and Costs Eligible for Reimbursement

A. Project Components

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

- ii) The Community Microgrid will be located at one or more Grantee-controlled sites within the City of Cumberland, MD, that will provide energy and energy services for functions, as needed, at Grantee's wastewater plant, raw water pumping system, wastewater pumping system, public safety and first responder functions, and buildings suited for emergency preparedness.

B. Costs Eligible for Reimbursement

- i) Only those costs or expenditures incurred by Grantee for the Project, as defined by Section 1 of this Grant Agreement, are eligible for reimbursement under this Grant (Reimbursable Costs). Capital costs associated with the DER system equipment, components, or installation costs are not eligible.
- ii) All Reimbursable Costs must be incurred by Grantee no later than **June 30, 2023.**

3. Amount and Duration of the Grant

- A. The Grant Award shall not be greater than **One Hundred Thousand Dollars (\$100,000)** or eighty-five percent (85%) of the Project's total cost, whichever is less. The Grant Award amount will be determined by MEA at its discretion after considering the Project budget, the Project scope of work, and Grantee's resource contribution to the Project, which is described in Section 4.
- B. Unless an extension is permitted as described in Section 3 of the General Provisions (Attachment A), Grantee shall complete all activities and submit all required final deliverables and reporting documentation to MEA by **July 31, 2023.**

4. Grantee's Resource Contribution

- A. Grantee shall contribute resources to the Project with, at a minimum, a value of fifteen percent (15%) of the Project's total cost.
- B. Grantee shall provide verification of its contribution as specified in Section 5 of this Agreement.
- C. Grantee's resource contribution shall be in one of the following forms:

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

5. Reporting Requirements and Reimbursement

- A. Within thirty (30) days of the Grant Agreement's Effective Date, as defined in Section 2(B) of the General Provisions, Grantee shall submit the following items to MEA for review and approval:
 - i. A preliminary work plan detailing the specific tasks, milestones, deadlines, and strategies that must be completed in order to produce the Final Deliverables described in Attachment B (Scope of Work);
 - ii. A proposed timeline for Project completion in the form of a Gantt chart or similar spreadsheet diagram highlighting the activities (tasks or events) displayed against time; and
 - iii. A Project budget that, at a minimum, specifies each expenditure by cost category and line item. The Project budget must be for the entire cost of the Project and include the Grant award amount and all other sources of Project funds, as may be applicable.
- B. If Grantee is using a contractor to carry out work under the Grant Agreement, Grantee shall submit to MEA, in writing, the name and address of the contractor chosen by Grantee within thirty (30) days of selecting the contractor.
- C. Grantee shall submit a completed Monthly Progress Report (Attachment C) to MEA by the tenth (10th) day of each month directly following the reporting period, or the next business day if the 10th falls on a weekend or State Holiday (as defined by the Maryland Department of Budget and Management).
- D. Reimbursement of Reimbursable Costs

Consistent with Sections 8 and 9 of the General Provisions, upon verification of a Reimbursement Request submitted by Grantee, MEA will reimburse

Grantee for Reimbursable Costs included in the request consistent with the following provisions.

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

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

6. Party Representatives

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

Grant 2022-06-518S1

Brandon Bowser, Energy Resilience Program Manager
Maryland Energy Administration
(443) 306-0304
BrandonW.Bowser@Maryland.gov

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

Robert Smith, Director of Engineering
Mayor & City Council of Cumberland
(301) 759-6601
robert.smith@cumberlandmd.gov

(Or any such person as may be designated in writing by Grantee's Director of Engineering and Utilities).

7. General Provisions

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

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

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Grant 2022-06-518S1

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

MAYOR & CITY COUNCIL OF CUMBERLAND

By: Raymond M. Morriss

Date: 6/22/2022

~~Robert Smith,~~
~~Director of Engineering and Utilities~~

Raymond M. Morriss,
Mayor

CORRECTED
Per Grantee, Mayor must sign.
Approved by Brandon Bowser,
MEA Program Manager.

MARYLAND ENERGY ADMINISTRATION

By: Mary Beth Tung
8320E814D8504CC...

Date: 6/16/2022

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

B. W. B.
Brandon Bowser
Program Manager, MEA
17 Jun 2022

Approved for Form and Legal Sufficiency

This 15th day of June, 2022

By: Michele Honick
F72D94EACF0F43E...

Michele Honick,
Assistant Attorney General

Maryland Energy Administration
Grant Agreement General Provisions
Attachment A

ATTACHMENT A

General Provisions

1. Definitions

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

2. MEA Grant Timeframes

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

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3. Extensions

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

4. Retention of documents

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

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

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

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

6. Subject to Funding Availability

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

7. Location within Maryland

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

8. Payment of Grant Funds

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

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

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

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

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

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

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

10. Nondiscrimination Provision

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

11. Compliance with Relevant Certifications, Licenses, And Requirements

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

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

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- (2) Any business or non-profit organization operating in Maryland with which the Grantee contracts or partners to carry out the purposes of the Grant shall be registered and in good standing with the Maryland State Department of Assessments and Taxation, if applicable.
- (3) All work performed pursuant to a Grant shall comply with all applicable local, State, and federal building codes and other applicable laws and regulations.

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

12. False Statement or Report

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

13. Historic Preservation Review

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

14. Maryland Saved Harmless

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

15. Environmental Standards and Liability

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

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

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

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

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

16. Liability Insurance

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

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

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

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

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

17. Monitoring and Evaluation

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

18. MEA Access to Project Site

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

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

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

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

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

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

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

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

19. Participation in Marketing and Public Events; Signage

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

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

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

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

20. Maryland Public Information Act; Use of Project Information

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

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

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

21. Project Location Workforce Requirement

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

22. American Manufactured Goods

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

23. Maryland Law Prevails

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

24. Grant Agreement Binding on Successors and Assigns

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

25. Transfer of Grant Agreement

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

26. Amendments to the Grant Agreement

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

27. Merger

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

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

28. Non-waiver of Rights; Remedies

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

29. Attestations

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

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

ATTACHMENT B to Grant 2022-06-518S1
“Scope of Work”

Maryland Energy Administration (MEA)
Resilient Maryland Program

Mayor & City Council of Cumberland

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

1. PROJECT

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

2. PROJECT PLANNING COMMITTEE

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

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

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

3. **FINAL DELIVERABLES**

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

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

- v. For the entire **Community Microgrid**, projected annual, month-by-month: energy production and fuel consumption (as applicable), thermal savings (which shall be shown as negative if there is a net increase in thermal fuel consumption);
 - vi. The proposed total cost for full **Community Microgrid** implementation with budgetary breakdown by at minimum: final engineering and design costs, equipment costs, labor costs, permitting and inspection fees, utility interconnection fees, site preparation costs, installation costs, and final commissioning costs;
 - vii. A description of secured and/or potential sources of capital (such as in-kind funds, third-party funds, incentives from MEA, incentives from the utility, etc.) that can be used to finance capital cost of the **Community Microgrid**;
 - viii. A brief summary of the anticipated regulatory, legal, and strategic barriers that must be mitigated in order to achieve successful implementation of the **Community Microgrid**; and
 - ix. A proposed timeline for complete **Community Microgrid** installation and commencement of **Community Microgrid** operation if successfully installed.
- B. **Preliminary Engineering and Design(s)**: Grantee shall produce preliminary engineering data and design(s) for at least one (1) **Community Microgrid** configuration to serve the facilities included in the Property. This deliverable shall include, at minimum: proposed physical location(s) of the **Community Microgrid** system components, system component specifications and related technical data, generation asset nameplate capacities and parasitic loads, control/management system(s) technical data and configuration(s), one-line diagram(s), and **Community Microgrid** design drawings. Any additional information which is required to vet the technical and engineering accuracy and integrity of the **Community Microgrid** shall be included in this deliverable.
- C. **Pro Forma Financial Model**: Grantee shall produce a twenty (20) year pro forma financial model of the **Community Microgrid** project. The pro forma shall specify sources of capital and projected costs and revenues associated with operation of the **Community Microgrid**. Model assumptions shall be clearly documented and justified with accredited sources of data where applicable. The

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

- D. **Greenhouse Gas Reduction Report:** Grantee shall produce a report that quantitatively projects the amount of greenhouse gas emissions that will be avoided as a result from successful implementation of the **Community Microgrid** over a twenty (20) year period commencing from the projected date of implementation. This report shall include, at minimum: annual avoided tons of carbon dioxide (CO₂), nitrous oxide (NO_x), sulfur oxide (SO_x), and volatile organic compounds (VOCs). If producing multiple **Community Microgrid** configurations, Grantee shall produce a single Greenhouse Gas Reduction Report for each configuration.
- E. **Implementation Barriers Report:** Grantee shall produce a report that discusses statutory, regulatory, legal and/or other strategic barriers which must be analyzed and mitigated to achieve successful installation of the **Community Microgrid** (known as “implementation barriers”). This report shall explain each identified implementation barrier and how it impacts installation of the **Community Microgrid**, and shall discuss possible pathways to resolve those barriers. All questions and comments from Project Planning Committee members regarding the implementation barriers shall be listed and described in this report.

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ATTACHMENT C
MEA Grant No. 2022-06-518S1

Grant 2022-06-518S1

Resilient Maryland Program
Monthly Progress Report Form

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

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

Section 1: Reporting Period & Grantee Information

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

*Find your Congressional and MD Legislative Districts at www.mdelect.net

Section 2: Project Status Update

Project Progress Summary

Please provide detailed information regarding project status below.

Milestone Completion Checklist

Check off each milestone that has been completed as of the end of the reporting month.

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

¹ <https://form.iotform.com/211125856736054>

Description of Progress

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

Job Hours Worked

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

Grantee	
Contractor(s)	
Subcontractor(s)	

Section 3: Project Schedule Progress

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

--

Section 4: Grant Funds Reimbursement Information

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

☐ Yes ☐ No

If yes, for what amount?

\$

REMINDER – ELIGIBILITY FOR REIMBURSEMENT OF GRANT FUNDS

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

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

**SUBMIT THIS COMPLETED MONTHLY PROGRESS REPORT
FORM TO MEA AT RMP.MEA@MARYLAND.GOV.**



ATTACHMENT D
MEA Grant No. 2022-06-518S1

Grant 2022-06-518S1

**Resilient Maryland Program
Reimbursement Request Form**

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

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

Section 1: Reporting Period & Grantee Information

Reporting Month		Year	
------------------------	--	-------------	--

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

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

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

*Find your Congressional and MD Legislative Districts at www.mdelect.net

Section 2: Reimbursement Amount & Signature

Reimbursement Request from MEA	
\$	

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

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

² <https://form.iotform.com/211404308895153>

Grant 2022-06-518S1

Section 3: Itemized Cost Information

In the table below, list each itemized cost for which you are requesting reimbursement. Please attach all invoices/requests for payment from contractors related to each cost and, if applicable, supply the invoice number in the "Contractor Invoice No." box. If additional lines are needed, you may add as many as necessary to the table below.

[illegible]

REMINDER – ELIGIBILITY FOR REIMBURSEMENT OF GRANT FUNDS

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

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

SUBMIT THIS COMPLETED REIMBURSEMENT REQUEST FORM TO MEA AT RMP.MEA@MARYLAND.GOV.



ATTACHMENT E
MEA Grant No. 2022-06-518S1

Grant 2022-06-518S1

Resilient Maryland Program
Final Deliverables Submission Form

Section 1: Project Completion & Submission Dates

Project Completion Date	
Final Deliverables Submission Date	

Section 2: Grantee Information

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

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

*Find your Congressional and MD Legislative Districts at www.mdelect.net

Section 3: Final Deliverables Checklist

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

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

Signature of Authorized Representative

X		
Printed Name	Title	Date Signed

Section 4: Final Thoughts, Comments, and Feedback

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

**SUBMIT THIS COMPLETED FINAL DELIVERABLES
SUBMISSION FORM WITH ALL FINAL DELIVERABLES TO
MEA AT RMP.MEA@MARYLAND.GOV.**

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.



Margie Woodring <margie.woodring@cumberlandmd.gov>

Re: DRAFT FY22 Resilient MD Grant Agreement - City of Cumberland

1 message

Brandon Bowser -MEA- <brandonw.bowser@maryland.gov>

Fri, Jun 17, 2022 at 1:54 PM

To: Raquel Kettermann <raquel.kettermann@cumberlandmd.gov>

Cc: Robert Smith <robert.smith@cumberlandmd.gov>, Meg Cefail <margaret.cefail@maryland.gov>, Sondra Mclemore - MEA- <sondra.mcmore@maryland.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>

Hi Raquel and Margie,

Raquel thanks for the call. Per our conversation, please find an updated version of the Grant Agreement with Mayor Morriss's name in the signature block. You can use this to get all the signatures you need.

Thanks!

Brandon

On Fri, Jun 17, 2022 at 1:38 PM Raquel Kettermann <raquel.kettermann@cumberlandmd.gov> wrote:
Brandon -

Thank you. Margie will have the signed copy (Mayor's signature) enroute via email to you following the meeting approval on June 21 (the following day).

If there are any questions regarding the execution, you can contact Margie directly at 301-759-6447.

Have a great weekend.

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

On Fri, Jun 17, 2022 at 1:22 PM Brandon Bowser -MEA- <brandonw.bowser@maryland.gov> wrote:
Hi Raquel,

Robert actually has it right now in DocuSign since he's listed as the signatory. However, I've attached a copy on this email in the event you have to get other signatures on it. Once you have all required signatures, please email it back to me. If I can answer any questions in the meantime, please let me know, and I'm happy to help.

Thank you,

Brandon

On Fri, Jun 17, 2022 at 1:20 PM Raquel Kettermann <raquel.kettermann@cumberlandmd.gov> wrote:
Brandon -

What is the format that the grant agreement is coming to us? Email or hard copy?

If it is email - could you please send it to Margie Woodring in addition to Bobby and I?

margie.woodring@cumberlandmd.gov

The Mayor will be able to sign this on the 21st and this may work best with Bobby and I on vacation next week.

I just need a plan for it to get routed back to you in a timely manner, following the City signature on June 21. Margie can make sure it's forwarded back to MEA with the signature ASAP.

Please give me a call if you have time this afternoon, so I can inform all where the agreement will come from, who/how it will be signed. I am in the office until 4 PM today.

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

On Wed, Jun 15, 2022 at 2:59 PM Brandon Bowser -MEA- <brandonw.bowser@maryland.gov> wrote:
Hi Raquel,

Thanks for following up and for the question. Your Grant Agreement is currently routing and I expect to have it to you before the June 21 date. Once Rob is able to sign off, it'll come back to us via DocuSign and we can get the funds encumbered. The moment you receive the executed copy from me you can begin work. So, theoretically, you could start work on June 21 if we execute that day.

Please let me know if you have any questions in the meantime and I'm happy to help.

Thank you,

Brandon

On Wed, Jun 15, 2022 at 11:00 AM Raquel Kettermann <raquel.kettermann@cumberlandmd.gov> wrote:
Hi Brandon -

What is the proposed turn-around for the executed grant agreement to be back to us (assuming we have signature approval on the evening of June 21)? I am reviewing our time-line and want to make sure we do not begin before permitted to do so.

In other words, what should be our anticipated start date?

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

On Thu, Jun 9, 2022 at 10:10 AM Brandon Bowser -MEA- <brandonw.bowser@maryland.gov> wrote:
Good morning Director Smith,

Please find the DRAFT Resilient Maryland Grant Agreement for the Mayor & City Council of Cumberland attached. This draft is provided for you to review prior to execution of the agreement with MEA. Please provide any questions you have as comments in the Grant Agreement. **Please note the following:**

- **MEA cannot make any modifications to the body of the Grant Agreement outside of correcting points of contact, project address(es), Grantee name, and the authorized signatory to execute the Grant Agreement.**
- **MEA cannot modify Attachment A - General Provisions under any circumstances.** The General Provisions apply to all MEA Grant Agreements, as applicable based upon provision and entity type. Any provisions which exist in the General Provisions which do not apply to the City of Cumberland based on the type of entity it is cannot be stricken from the General Provisions, but they will simply not apply.
- **Attachment B - Scope of Work contains a description of the project location and the Final Deliverables that will be funded with the Grant award funds.**

• *****DEADLINE - IMPORTANT*****

MEA must execute all Grant Agreements prior to the close of the fiscal year, which occurs on June 30. In order to ensure the grant agreement is executed and funds are encumbered on time, please return this grant agreement with any questions / suggested edits in accordance with the restrictions above by no later than 5:00 P.M. EDT on TUESDAY, JUNE 14, 2022.

Please let me know if I can answer any questions or concerns in the meantime and I am happy to help. I look forward to working with you and your team!

Thank you,

Brandon

--



Maryland
Energy
Administration

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Brandon Bowser
Energy Program Manager,
Energy Resilience & Lawton Loans
(he/him/his)

C: (443) 306-0304 / O: (410) 537-4086
BrandonW.Bowser@Maryland.gov

Maryland Energy Administration
Main: (410) 537-4000 / F: (410) 537-4096
1800 Washington Blvd. Suite 755, Baltimore, MD 21230

Click [here](#) to take a brief customer service survey.

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-Poets of the Fall*

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Energy Program Manager,
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2022-06-518S1 - Mayor and City Council of Cumberland - FOR EXECUTION.pdf

4740K

File Attachments for Item:

. Order 27,035 - authorizing execution of a second Amendment to Programmatic Agreement with the MD State Historic Preservation Office regarding the review of Community Development Block Grant (CDBG) projects, to extend the current agreement for an additional five (5) years, through May 9, 2027

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

ORDER NO. 27,035

DATE: July 05, 2022

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

THAT, the City Administrator be and is hereby authorized to execute a second Amendment to Programmatic Agreement between the Mayor and City Council of Cumberland and the Maryland State Historic Preservation Office regarding the review of Community Development Block Grant (CDBG) Projects, to extend the current agreement (executed May 9, 2012, and amended April 14, 2017), which is set to expire on May 9, 2022, for an additional five (5) years.

Mayor Raymond M. Morriss

**AMENDMENT TO
PROGRAMMATIC AGREEMENT BETWEEN
THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND
AND
THE MARYLAND STATE HISTORIC PRESERVATION OFFICE
FOR REVIEW OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS**

WHEREAS the Agreement was executed on May 9, 2012, and amended on April 14, 2017;

WHEREAS this existing agreement is set to expire on May 9, 2022;

WHEREAS the Mayor and City Council of Cumberland, Maryland will send a copy of this executed amendment to the ACHP;

NOW THEREFORE, in accordance with Stipulation I of the Agreement, the Mayor and City Council of Cumberland, Maryland, the Maryland State Historic Preservation Office, and the Advisory Council on Historic Preservation agree to amend the Agreement as follows:

1. Amend Stipulation VIII DURATION so it reads as follows:

This existing Agreement will continue in full force and effect for five (5) additional years beyond the date of the last signature on this Agreement. At any time during this period, the parties will consult to consider an amendment of the Agreement. No amendment will be effective unless all parties to the Agreement have agreed to it in writing.

MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND

Jeff Silka, City Administrator

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Michael S. Cohen, City Solicitor

6/16/22

Date

MARYLAND STATE HISTORIC PRESERVATION OFFICER

Elizabeth Hughes
Director/State Historic Preservation Officer
Maryland Historical Trust

Date

**PROGRAMMATIC AGREEMENT
AMONG
THE MAYOR AND CITY COUNCIL OF CUMBERLAND;
THE MARYLAND STATE HISTORIC PRESERVATION OFFICE;
AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE REVIEW OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS**

WHEREAS, The Mayor and City Council of Cumberland (City) expends funds for housing rehabilitation, infrastructure improvements, economic development and public service projects financed in part by Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the City, as the authorized administering agency of federal Housing and Community Development projects, assumes HUD's environmental review responsibilities in accordance with HUD's Environmental Review Procedures, 24 CFR Part 58; and

WHEREAS, the City also assumes responsibility for compliance with Section 106 of the National Historic Preservation Act (NHPA), 16 USC 470, for the use of CDBG funds; and

WHEREAS, the City maintains staff within its Department of Community Development who meet *The Secretary of the Interior's Professional Qualifications Standards (48 FR 44716)* and who perform Section 106 reviews for the City; and

WHEREAS, the City has determined that the administration of said funds may have an effect on properties included in or eligible for inclusion in the National Register of Historic Places, and has consulted with the Maryland Historical Trust/Maryland State Historic Preservation Office (MD SHPO) and the Advisory Council on Historic Preservation (ACHP) pursuant to 36 CFR 800.14 of the regulations governing the implementation of Section 106 of the National Historic Preservation Act (16 USC 470 f); and

WHEREAS, the City, in consultation with the MD SHPO, has determined that certain types of CDBG projects typically have no effect or no adverse effect upon historic properties included in or eligible for inclusion in the National Register of Historic Places/Maryland Register of Historic Properties (National Register/Maryland Register); and

WHEREAS, the MD SHPO agrees that fulfillment of the terms of this Agreement will satisfy the requirements of Sections 5A-325 and 5A-326 of the State Finance and Procurement Article (Maryland Historical Trust Act) for any state agency that provides any form of licensing, permitting, or financing related to a City CDBG-funded project;

NOW, THEREFORE, the City, the MD SHPO, and the ACHP agree that these projects will be administered in accordance with the following stipulations in order to satisfy the Section 106 responsibilities for all individual undertakings that are or may be a part of said projects.

STIPULATIONS

The City will ensure that the following measures are carried out:

I. IDENTIFICATION OF HISTORIC PROPERTIES

The City will evaluate the potential historic significance of all properties that are at least fifty years of age in the manner described below. The MD SHPO does not require documentation or identification for properties less than fifty years old that are not within districts recorded in the Maryland Inventory of Historic Properties.

- A. City Evaluations of Historic Significance For purposes of this Agreement, and for all properties not already included within National Register/Maryland Register-listed districts, the City will utilize the most current information available from the MD SHPO regarding National Register/Maryland Register-eligible districts and will assume that individual properties within those districts are contributing elements. The City will follow the MD SHPO's *General Guidelines for Compliance-Generated Determinations of Eligibility and Guidelines and Resources for Compliance-Generated Determinations of Eligibility* (Guidelines) in deciding whether to produce a Determination of Eligibility (DOE) Form in cases where any undertaking has the potential to affect a property that may be non-contributing to an eligible district, or for any district or individual property that has not already been formally evaluated by the MD SHPO.
- B. Determinations of Eligibility
 - 1) The City will ensure that all DOEs meet the requirements set forth in the MD SHPO's *Guidelines and Resources for Compliance-Generated Determinations of Eligibility* and the Guidelines;
 - 2) labeling of photographs, slides, and negatives, when applicable, will follow the either the standards for traditional photography described in the MD SHPO's *Standards and Guidelines for Architectural and Historical Investigations in Maryland* or the standards for digital photography described in the Guidelines;
 - 3) the City will complete all DOEs and submit them to the MD SHPO for 30-day review and comment.
- C. Determination of Ineligibility No further review will be required in those cases where the City and the MD SHPO agree that a property is ineligible for the National Register/Maryland Register.
- D. Determination of Eligibility The City will review work write-ups for the proposed project in accordance with Stipulation II of this Agreement for all properties that

the City and the MD SHPO agree are eligible for inclusion in the National Register/Maryland Register.

- E. Disagreement In any case where there is a disagreement between the City and the MD SHPO regarding the eligibility of properties, the City will request the opinion of the Keeper of the National Register in accordance with 36 CFR Part 63 or applicable National Park Service regulations and guidelines.
- F. MD SHPO Review Time Frames The MD SHPO will provide written comments on DOEs and Short Forms within 30 days after receipt of an adequately documented request for review. If the MD SHPO does not respond within 30 days, the City may assume the MD SHPO concurs with the City's determination of eligibility or ineligibility for purposes of this Agreement only. If the MD SHPO determines that any documentation is incomplete, the MD SHPO will advise the City of any additional information required. The time permitted for review will not include the time from the date of the MD SHPO's request for additional information to the date of receipt by the MD SHPO of the additional information submitted by the City.

II. PROJECT REVIEW

The City will complete project review for properties that are listed in or eligible for the National Register/Maryland Register, either individually or as contributing resources to historic districts, in the following manner:

1. Project Types

- A. Projects will not adversely affect historic properties if completed in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (SOI Standards). Therefore, the following project activities will be reviewed by the City for Section 106 and Maryland Historical Trust Act purposes and documented in accordance with Stipulation II(3), without further review by MD SHPO, provided:
 - 1) the City bases reviews upon information adequate to assess projects' effects on historic properties;
 - 2) the City bases decisions on the guidelines, standards and regulations identified in Appendix A;
 - 3) the City finds that the undertaking will have no effect or no adverse effect upon historic properties.
- B. Projects limited to the following activities, which have low potential to adversely affect significant features of historic properties, are exempt from review and comment by the MD SHPO and will be reviewed internally by the City. All items

exempted from MD SHPO review are conditioned upon their meeting the *Standards*.

- 1) Exterior The signatories of this Agreement have determined that the following activities will either have no effect or no adverse effect on historic properties and warrant no MD SHPO review.
 - (a) caulking, weather stripping and re-glazing of windows;
 - (b) installation of storm windows and storm doors;
 - (c) in-kind replacement of window sashes and other window components when the existing window fabric is deteriorated beyond repair;
 - (d) installation of door and/or window locks and/or hardware and/or security apparatus;
 - (e) repair, replacement, or installation of gutters and downspouts;
 - (f) cleaning of masonry in accordance with National Park Service *Preservation Brief 1*;
 - (g) repainting (previously painted) masonry;
 - (h) repairing, repointing, or reconstructing exterior masonry;
 - (i) repainting of exterior surfaces;
 - (j) repair or in-kind replacement of porch ceilings, decking, steps, doors, railings and cornices on principal and secondary elevations when existing historic fabric is deteriorated beyond repair;
 - (k) replacement of roof surfaces and placement of skylights on roof surfaces when those roof surfaces are not visible from the street;
 - (l) repairs to or replacement of deteriorated roof materials with either similar materials or with new materials that are compatible with other properties in the district (e.g. metal roofing or architectural shingles may be preferable if financially feasible);
 - (m) installation of accessibility structures (e.g. wheelchair ramps, etc.) provided they are reversible, approved by the City, do not modify structural characteristic of a property, and are designed in a manner that minimizes their visual effect and damage to historic fabric;

- (n) installation of signs, including the installation of awnings (with or without signage) on commercial buildings provided that significant architectural details are not damaged or destroyed;
 - (o) rehabilitation of storefronts;
 - (p) installation of light fixtures on residential or commercial buildings;
 - (q) installation of new or repair/replacement of existing fences and retaining walls;
 - (r) landscaping, including the removal of trees that have been determined to be hazardous to public safety;
 - (s) in-kind sidewalk and driveway replacement; and
 - (t) installation of street signage, lighting and furniture.
- 2) Interior The signatories of this Agreement have determined that the following activities will either have no effect or no adverse effect on historic properties and warrant no MD SHPO review.
- (a) plumbing system rehabilitation/replacement, including pipes and fixtures in both bathrooms and kitchens;
 - (b) heating and cooling systems rehabilitation/replacement, including furnaces pipes, radiators, duct work and all other HVAC equipment that does not require significant alteration/destruction of historic fabric or introduce highly visible, non-historic elements;
 - (c) installation of smoke, CO, alarms, security systems, security lighting, or other safety devices;
 - (d) rehabilitation/replacement of electrical wiring;
 - (e) bathroom improvements for handicap access, provided that all work is concealed within the existing bathroom;
 - (f) interior surface (e.g., floors, walls, ceilings, woodwork) treatments, provided that the work is limited to repainting, refinishing, repapering or laying carpet or other flooring material; and
 - (g) installation of insulation, provided it is restricted to ceilings and attic spaces or result in substantial damage to historic fabric.

- 3) Other Activities The signatories of this Agreement have determined that the following activities will either have no effect or no adverse effect on historic properties warrant no MD SHPO review.
 - (a) acquisition or mortgage assistance when rehabilitation or construction is not anticipated as a result of, or in conjunction with, the proceeds of City assistance;
 - (b) repairs to public infrastructure and non-building related public facilities (e.g. parks, streets, underground pipes etc.) that do not disturb previously undisturbed ground;
 - (c) administration of federal and state funded projects;
 - (d) rehabilitation and demolition of properties less than 50 years old;
 - (e) any project that has been reviewed by the Maryland Historical Trust's Historic Preservation Tax Credit Program and received an approved Part II application;
 - (f) rehabilitation of buildings formally determined ineligible by a DOE Form on file in the Maryland Inventory of Historic Properties; and
- C. Prior to taking any action, the City will consult with the MD SHPO in accordance with Stipulation II(2) if any of the following circumstances occur:
 - 1) the City is uncertain whether a proposed project conforms to the *Standards*;
 - 2) the City believes the *Standards* cannot be met;
 - 3) any project proposes demolition of an eligible or potentially eligible property;
 - 4) The City suspects that a proposed project may have the potential to affect significant archeological resources; and/or
 - 5) The City prefers to have the MD SHPO review a project for any reason.
- D. The MD SHPO may elect to review any project covered under this Agreement at any time and, if requested, the City will provide complete project documentation to the MD SHPO pursuant to Stipulation II(2).

2. Review Process

The City will afford the MD SHPO the opportunity to review and comment in the manner described below unless the proposed project is exempted from review under the Stipulation II(1) of this Agreement.

- A. Request for MD SHPO Review The City will submit all applicable project documentation to the MD SHPO under the cover of a letter or MHT Project Review Form:
- 1) photographs of the property or properties;
 - 2) location map;
 - 3) work write-up; and
 - 4) information regarding eligibility.
- B. Review Time Frames MD SHPO will provide written comments on a project within 30 days after receipt of an adequately documented request for review. If the MD SHPO does not provide comments within 30 days, the City may assume the MD SHPO concurs with the City's determination of effect. If the MD SHPO determines that the project information is incomplete, the MD SHPO will advise the City of any additional information required. The time permitted for review will not include the time from the date of the MD SHPO's request for additional information to the date of receipt by the MD SHPO of the additional information submitted by the City.
- C. MD SHPO Comments MD SHPO comments may include recommendations for modifying a proposed project's plans to be consistent with the *Standards*, a determination that a proposed project constitutes no adverse effect, that a proposed project constitutes an adverse effect or any other recommendations that the MD SHPO believes are necessary to complete the Section 106 review of a proposed project.
- D. Incorporation of Comments Upon receipt of comments from the MD SHPO, the City will evaluate the comments and provide a written response to the MD SHPO as soon as possible. The Section 106 review of the project will remain incomplete until the MD SHPO receives comments from the City. If the City agrees with the MD SHPO comments, they will be incorporated into the project. If the City disagrees with any MD SHPO comments, determines that any recommended modifications cannot be made or continues to believe that the proposed project will constitute an adverse effort pursuant to 36 CFR Part 800, the City will comply with Stipulation II(2)(E) or Stipulation VII of this Agreement, as appropriate.
- E. Adverse Effects For undertakings that the MD SHPO and the City agree will constitute an adverse effect on historic properties, the City will consult with the MD SHPO in accordance with 36 CFR 800.6 to resolve the adverse effect.

3. Documentation

- A. No Effects The City will retain documentation in the project file, consisting of clear photographs before and after the work is completed that are labeled with the date, property address, and a brief description of what is depicted.
- B. No Adverse Effects The City will retain documentation in the project file including the write-up and clear photographs labeled with the date and property address and that show conditions before and after the work is completed as evidence of the application of the *SOI Standards*.

4. Monitoring

- A. Monitoring The City will retain documentation for annual monitoring purposes for at least one year after this Agreement has expired. The MD SHPO may request to review this documentation at any time. On an annual basis, the City will:
 - (1) submit to the MD SHPO the address of each historic property to which the exemptions outlined in Stipulation II of this Agreement have been applied using the chart in Attachment A or an equivalent document;
 - (2) permit the MD SHPO to review and inspect the documentation and sites of projects to verify adherence to the terms of this Agreement; and
 - (3) schedule a meeting with the MD SHPO to examine the projects reviewed under this Agreement.
- B. Privacy. Nothing in this Agreement will require the disclosure by the City of personal or financial information concerning owners, developers, tenants, or other persons, non-official papers, or other information not required by the MD SHPO to perform properly its authorized functions.

5. Emergency Situation Undertakings

A. When an emergency undertaking is required for historic properties associated with the undertakings, the City shall allow SHPO five (5) business days to respond, if feasible. Emergencies exist when there is a need to eliminate an imminent threat to health and safety of residents as identified by local building inspectors, fire department officials, or other local officials.

1. The City shall forward documentation to the SHPO for review immediately upon notification that an emergency exists. Documentation should include a) nature of the emergency; b) the address of the historic property involved; c) photographs showing the current condition of the building; and d) the time-frame allowed by local officials to respond to, or correct, the emergency situation.

2. The City shall consider mitigation measures recommended by the SHPO and implement them, if feasible.

6. Discoveries and Unforeseen Effects

If, during the implementation of these programs, a previously unidentified property that may be eligible for inclusion in the National Register is encountered, or a known National Register historic property may be affected in an unanticipated manner, the City will assume its responsibilities pursuant to 36 C.F.R. Part 800.

If any archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, construction will cease in the area of the discovery. The grantee will contact MHT and law enforcement officials and will consult with the entities to develop and carry out a treatment plan for the care and disposition of human remains. When the human remains are determined to be of Native American Indian origin, the treatment plan will also be developed in consultation with appropriate federally recognized Native American Indian Tribes. The grantee may call upon representatives of HUD for assistance in conducting meaningful and respectful discussions with tribal representatives.

III. PUBLIC INVOLVEMENT

Each year the City, following the citizen participation plan required by HUD, will notify the public of the City's current CDBG funded projects and make documentation available for public inspection. Included in this documentation will be general information on the type(s) of activities undertaken, information on identified historic properties that might be affected by these activities, the amount of funds available, or expected to be available in the current program year, and how interested persons can receive further information and/or comment on the projects.

IV. PUBLIC OBJECTION

At any time during implementation of the measures stipulated in this Agreement, should an objection to any such measure or its manner of implementation be raised by a member of the public, the City will notify the MD SHPO of the objection, take the objection into account and consult, as needed, with the objecting party and the MD SHPO to resolve the objection. If the objection cannot be resolved, the City will comply with Stipulation VII of this Agreement.

V. AMENDMENT

Any party to this Agreement may request that it be amended. No modification will be effective unless agreed to in writing by all parties to this Agreement.

VI. TERMINATION

- A. If any party to this Agreement should determine that the terms of this Agreement cannot be carried out or that the terms are not being appropriately carried out, the objecting party may terminate the Agreement by providing thirty (30) days notice to

the other party, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.

In the event that this Agreement is terminated, the City will comply with 36 CFR Part 800.4 through 800.6 with regard to individual undertakings previously covered by this Agreement.

VII. DISPUTE RESOLUTION

Should any party to this Agreement object within thirty (30) days to any plans, specifications, or other actions proposed pursuant to this Agreement, the objecting party will consult with the other party to resolve the objection. If any party determines that the objection cannot be resolved, the City will request the further comments of the ACHP pursuant to 36 CFR 800.5(c)(3). Any ACHP comment provided in response to such a request will be taken in account by the City in accordance with 36 CFR 800.5(c)(3) with reference only to the subject of the dispute; the City's responsibility to ensure that all other actions under this Agreement that are not the subject of the dispute will remain unchanged.

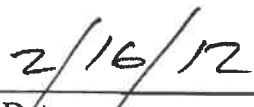
VIII. DURATION

This Agreement will continue in full force and effect for five (5) years from the date of the last signature on this Agreement. At any time in the six-month period prior to that date, the parties will consult to consider an extension or amendment of the Agreement. No extension or amendment will be effective unless all parties to the Agreement have agreed to it in writing.

Execution and implementation of the terms of this Programmatic Agreement provide evidence that the City has taken into account the effects of its CDBG-funded undertakings on historic properties and that it has provided the Advisory Council on Historic Preservation an opportunity to comment.

MAYOR AND CITY COUNCIL OF CUMBERLAND


Jeffrey D. Rhodes, City Administrator


Date

Programmatic Agreement
Mayor and City Council of Cumberland

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Michael S. Cohen
City Solicitor

2/21/12

Date

MARYLAND STATE HISTORIC PRESERVATION OFFICER



J. Rodney Little
Director/State Historic Preservation Officer
Maryland Historical Trust

5-9-12

Date

ADVISORY COUNCIL ON HISTORIC PRESERVATION

John M. Fowler, Executive Director

Date

APPENDIX A

I. DEFINITIONS

For purposes of this Agreement, each of the following terms will have the meaning specified for such term and, in addition, the meaning defined in 36 CFR 800.16:

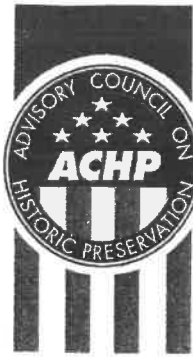
- A. Agreement means this Programmatic Agreement.
- B. Days mean calendar days.
- C. DOE means Determination of Eligibility as defined in the MD SHPO's *General Guidelines for Compliance-Generated Determinations of Eligibility*.
- D. Historic District means a district that has been formally determined eligible for listing in the National Register of Historic Places/Maryland Register of Historic Properties by the MD SHPO and/or has been formally listed in the National Register/Maryland Register.
- E. Historic Property means an individual property included in or eligible for inclusion in the National Register/Maryland Register or a contributing property within an historic district included in or eligible for inclusion in the National Register/Maryland Register. The historic property may be a single family residential property by itself, one or more properties in a series of residential dwelling structures, one or more structures involved in a multi-family project or non residential property.
- F. In-Kind means identical in size, shape, material, texture and composition.
- G. Maryland Register means the Maryland Register of Historic Properties as maintained by the Maryland Historical Trust.
- H. National Register means the National Register of Historic Places as maintained by the Secretary of the Interior.
- I. Principal Elevation(s) means the street-facing façade or façades.
- J. Project means any program or activity receiving federal or state financing, licensing, permitting for acquisition, rehabilitation, construction or implementation.
- K. Short Form means a form used to formally document that a property is not individually eligible for listing in the National Register/Maryland Register.

- L. SOI Standards means *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*.
- M. Survey District means a potentially eligible district that has been surveyed by the MD SHPO, but not formally evaluated for eligibility in the National Register/Maryland Register.
- N. Work Write-Up means a detailed description of architectural, structural, mechanical, electrical and/or other work-related items such as plans, site plans, photographs or elevations necessary to adequately describe the full scope of the project.

II. GUIDELINES, STANDARDS AND REGULATIONS

Guidelines, standards and regulations relevant to this PA and its purposes include:

- 1) 36 CFR Part 68: *The Secretary of the Interior's Standards for the Treatment of Historic Properties* including Section 68.3 (b) *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*;
- 2) *General Guidelines for Compliance-Generated Determinations of Eligibility (DOEs)* (Maryland Historical Trust 2002);
- 3) *Guidelines and Resources for Compliance-Generated Determinations of Eligibility (DOEs)*;
- 4) 36 CFR Part 800: *Protection of Historic Properties* (2004);
- 5) *Standards and Guidelines for Architectural and Historical Investigations in Maryland* (Maryland Historical Trust 2000); and
- 6) All applicable *Preservation Briefs* created by the National Park Service.



Preserving America's Heritage

March 13, 2012

Ms. Kathy McKenney
Historic Planner/Preservation Coordinator
57 N. Liberty Street
Cumberland, MD 21502

Ref: *Programmatic Agreement for HUD-Funded Activities
City of Cumberland, Maryland*

Dear Ms. McKenney:

On March 5, 2012, the Advisory Council on Historic Preservation (ACHP) received correspondence from the City of Cumberland, Maryland (City), requesting our signature on the referenced Programmatic Agreement (PA). The PA is being executed by the City in accordance with Section 106 of the National Historic Preservation Act and our regulations, "Protection of Historic Properties" (36 CFR Part 800).

However, the ACHP declined to be a signatory to the PA on October 7, 2011. As such, we are returning the original documents that were sent to us. We ask that the City obtain the signature of the Maryland State Historic Preservation Officer (SHPO) to execute the PA, and send us a copy of the executed PA. The filing of the PA and implementation of its terms will complete the requirements of Section 106.

If you have any questions about our comments, please contact Ms. Jaime Loichinger at (202) 606-8529 or via email at jloichinger@achp.gov.

Sincerely,

Charlene Dwin Vaughn, AICP
Assistant Director
Office of Federal Agency Programs
Federal Permitting, Licensing and Assistance Section

Enclosure

ADVISORY COUNCIL ON HISTORIC PRESERVATION

1100 Pennsylvania Avenue NW, Suite 803 • Washington, DC 20004
Phone: 202-606-8503 • Fax: 202-606-8647 • achp@achp.gov • www.achp.gov



*Maryland Department of Planning
Maryland Historical Trust*

*Martin O'Malley
Governor*

*Anthony G. Brown
Lt. Governor*

*Richard Eberhart Hall
Secretary*

*Matthew J. Power
Deputy Secretary*

May 9, 2012

Kathy McKenney
Department of Community Development
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

Re: Compliance with Section 106 of the NHPA
Community Development Block Grant-Assisted Undertakings

Dear Ms. McKenney:

Thank you for contacting the Maryland Historical Trust (MHT) regarding the renewal of our Programmatic Agreement (PA) for the City of Cumberland's Community Development Block Grant (CDBG) assisted undertakings. As the State Historic Preservation Office, MHT reviews all projects in Maryland that are undertaken, assisted, or permitted by a federal or state agency, and MHT comments on the proposed action pursuant to Section 106 of the National Historic Preservation Act and Sections 5A-325 and 5A-326 of the State Finance and Procurement Article.

Thanks in large part to your efforts, past PAs for the City's CDBG-funded projects have been successful and effectively streamlined the Section 106 process while ensuring appropriate consideration of Cumberland's historic resources. We received three copies of the new PA with your April 3 letter. I have signed the documents, and two are enclosed for your records and for submittal to the Advisory Council on Historic Preservation.

Thank you for providing us this opportunity to comment and for your ongoing efforts to comply with the National Historic Preservation Act and protect Cumberland's important historic resources. If you have any questions or we may be of assistance, please contact Beth Cole (regarding archeology) at bcole@mdp.state.md.us \ 410-514-7631 or Jonathan Sager (regarding historic buildings and landscapes) at jsager@mdp.state.md.us \ 410-514-7636.

Sincerely,

J. Rodney Little
Director \ State Historic Preservation Officer
Maryland Historical Trust

JRL \ EJC \ JES
201201631

1. Per attached letter, the Advisory Council on Historic Preservation declined to be a signatory to the Programmatic Agreement.

File Attachments for Item:

. Order 27,036 - accepting the proposal from CBIZ Insurance Company to provide Public Officials Liability Insurance through ACE American Insurance Company for the period July 1, 2022, through July 2, 2023, for the amount not to exceed \$25,067

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

ORDER NO. 27,036

DATE: July 05, 2022

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

THAT, the proposal from CBIZ Insurance Company to provide Public Officials Liability Insurance coverage through ACE American Insurance Company for the period July 1, 2022, through July 1, 2023, for the amount not to exceed Twenty Five Thousand, Sixty-Seven Dollars (\$25,067.00) be and is hereby accepted.

Mayor Raymond M. Morriss

File Attachments for Item:

. Order 27,037 - adopting a Vehicle Use Policy for all City employees and in addition to the requirements of the Cumberland Police Department Take Home Vehicle Program

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

ORDER NO. 27,037

DATE: July 05, 2022

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

THAT, the attached Vehicle Use Policy be and is hereby adopted effective this date, and shall be applicable to all City employees and in addition to the requirements of the Cumberland Police Department Take Home Vehicle Program, adopted by Order No. 23,935 and amended by Order No. 25,658.

Mayor Raymond M. Morriss

Council Agenda Summary

Meeting Date: July 5, 2022

Key Staff Contact: Ken Tressler and Mark Gandolfi

Item Title:

City of Cumberland – Vehicle Use Policy Update

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

A revision to certain sections of the City's vehicle use policy to update and expand upon procedures, requirements, and accountability for identification and taxability of personal use at the City of Cumberland. The main items of this update include:

- Addition of "Test 3" to allow for take-home vehicles that do not fall within "Test 1" or "Test 2" of the policy.
- Addition of taxable and nontaxable fringe benefit information for commuting in a take home vehicle.
- Addition of annual driving history checks for employees operating a vehicle(s) while on the job and periodic driving history checks in accordance with the City's workers compensation policy (Page 2, Item 3 of the workers compensation policy).
- Addition of Attachments 1 through 8 to document:
 1. Vehicle Fringe Benefit Calculation Rules and Procedures (Attachment 1)
 2. Vehicle Fringe Value Calculation & Reporting Form (Attachment 2)
 3. Fleet Manager Certification of IRS Qualified Non-Personal Use Vehicle (Attachment 3)
 4. Fleet Manager Certification of IRS Valuation Method (Attachment 4)
 5. IRS Qualified Non-Personal-Use Vehicles Definitions and Guidance (Attachment 5)
 6. Fleet Manager Certification of the Vehicle Fringe Reporting (Attachment 6)
 7. Vehicle Mileage Log (Attachment 7)
 8. Acknowledgement Statement Policies and Procedures for Drivers of City Vehicles (Attachment 8)

~~1.0~~ Policy

This policy establishes procedures regarding the off-duty use of City vehicles and employee reimbursements for business use of their private vehicles. This applies to all City employees with the exception of those covered by the Cumberland Police Department Take Home Vehicle Program (Order# 23,935 and as amended under Order# 25.658) or unless otherwise noted within the policy.

2.0 DEFINITIONS

2.1 Assigned Vehicle. A City automobile or truck designated for the use of an individual employee in the normal performance of his/his duties but not authorized for take-home use.

2.2 Auto Expense Allowance. A ~~monthly cash~~ payment(s) made to compensate an employee for the availability and use of a privately owned vehicle for official purposes ~~of a privately owned vehicle.~~

2.3 Mileage Reimbursement. A per mile rate to compensate employees of incidental, non-routine, or extraordinary use of a privately owned vehicle on official business, based on actual logged miles.

2.4 Take-Home Vehicle. A City automobile or truck designated for the use of an individual employee in the normal performance of his/her duties including the commute ~~from~~ between home ~~to~~ and work.

2.5 Vehicle Allowance. A ~~monthly cash~~ payment(s) to compensate selected employees, as determined and approved by the City Administrator, who are required to purchase ~~use~~ a private vehicle to be regularly used in the conduct of City business.

3.0 PROCEDURE/RULE

3.1 Take-Home Vehicles.

a. For an employee to be authorized ~~the for a~~ take-home ~~use of a~~ City vehicle; requirements for one of the following tests must be met:

Test 1: The employee is:

- (1) subject to frequent after-hours emergency callback or other unscheduled work, and
- (2) such unscheduled work involves the first response to a real or present threat to life or property requiring an immediate response, and
- (3) a specialized vehicle, tools, or equipment are required for the performance of emergency duties.

Test 2: The employee is:

- (1) subject to frequent after-hours callback, and
- (2) such call back arrangements are to locations other than the employee's normal duty station, and
- (3) a special vehicle, tools or equipment are required to perform after-hours assignments, and
- (4) an unacceptable delay in the response would result from the employee's return to the normal duty station to retrieve the needed equipment.

~~This~~ The following testing category is normally reserved for emergency maintenance response situations where a group of employees share formal on-call responsibilities on a rotational basis, typically for a week at a time. In such cases, the use of the take-home vehicle is for the period of on-call assignment only.

Test 3: The employee is:

- (1) subject to frequent after-hours callback, and
- (2) such call back arrangements are to locations other than the employee's normal duty station, or
- (3) the nature of the employee's responsibly requires frequent daily or weekly travel to locations other than the employee's normal duty station.

b. Department ~~Directors~~ directors shall determine reasonable schedules and vehicle assignments for rotational, on-call coverage. For other purposes, the City Administrator's, at the written request of the Department Director, will authorize full-time take-home vehicles based on the criteria described above.

c. No personal use of take-home vehicles is permitted. For the purposes of this policy, the daily commute ~~to and from between~~ the employee's duty station and normal meal periods within duty hours are ~~considered official use~~ permitted if within the City of Cumberland.

d. No passengers may be transported in take-home vehicles except as required for official City duties or as approved by the Department Director.

e. Take-home vehicles may not be used for commuting travel outside of the City of Cumberland unless approved by the City Administrator.

f. Commuting to and from between home and work in a City vehicle is a taxable fringe benefit when more than de minimis (minimal) use and not in a qualified nonpersonal use vehicle. Employees who commute (i.e., travel between a work normal duty station location and home) in a City vehicle are required by IRS regulations to report such vehicle use to the City. The City is required to report the fringe benefit as part of the employee's taxable income on the IRS form W-2. The exceptions to this tax reporting requirement are those employees who:

- (I) commute on an occasional or infrequent basis such as once a month or less.
- (II) commute from a qualified home office that serves as the employee's normal duty station, or
- (III) commute in a qualified non-personal use vehicle (as defined by the IRS).

The round trip between the employee's home and employee's normal duty station work location of the day is the commute. If an employee visits multiple duty locations stations during the workday, then the commute includes the trip from the employee's home to the employee's first duty locationstation of the day and the trip from the employee's last duty locationstation of the day to the employee's home.

Using Attachment 3, Attachment 4, and Attachment 5, the City's Fleet Manager evaluates and designates each take home vehicle's status of taxability and valuation method. The City's fleet manager completes either Attachment 3 or Attachment 4 for each take home vehicle and provides a complete list of take-home vehicles withindicating the assigned employee names and related information to the payrollpersonnel department at City Hall. Quarterly, the City's Fleet Manager completes and submits the vehicle fringe calculation & reporting form, Attachment 2, for each employee who uses a City vehicle to commute. The payrollpersonnel department at City Hall will processes the information with bi-weekly payroll to include the value of the fringe benefit ontowith the employee's paychecknormal payrollwhere. aAssociated income tax, Social Security tax and Medicare tax may be withheld.

g. Recordkeeping is required to differentiate the business use from the commuting use. If business versus commuting use cannot be determined, per IRS regulation, all use is considered personal use and is a taxable fringe benefit. Attachment 7 may be used for purposes of record keeping unless otherwise designated by the City's Fleet Manager. Per IRS Topic No. 305, the law requires substantiation of the vehicle usage by adequate records or by sufficient evidence to support the usage.

g-h. In using the City's vehicular equipment, an employee must keep in mind that the employee is a representative of the City and that conduct in adhering to the rules of road and courtesy on the road is a reflection on the City. It is imperative that such an employee obeys all traffic laws. Any fines incurred by an employee while operating a City vehicle due to traffic or parking violations shall be the sole responsibility of the employee. Employees are responsible for the care, conservation and correct and safe usage of City vehicles.
Consumption of alcohol, drugs or smoking of all types is prohibited in all City vehicles.

h-i. When not in use, City-owned vehicles and equipment will be properly locked so as to avoid any theft or destruction. Employees' Supervisors-supervisors must be notified immediately of all damaged or lost property. If an employee experiences an accident, equipment loss, or damage to the vehicle derived from the negligence of the employee, he/she may face disciplinary action and may be required to replace the damaged items.

i-j. Employees must possess a valid driver's license of proper classification to operate a City vehicle. In the event an employee's driver's license is suspended or revoked, the employee must immediately notify his/her Supervisor-supervisor. Failure to do so may be cause for disciplinary action. Annually, as well as periodically, driving history checks for employees operating a vehicle(s) while on the job arewill be documented by the City's Fleet Manager and reported to human resourcesthe City's personnel department.

j-k. All City take home vehicles under this section of the policy shall be identified by a City of Cumberland emblem and shall possess local government license plates as issued by the State of Maryland Department of Motor Vehicles Administration (MVA).

3.2 Mileage Reimbursement. Mileage reimbursement may be authorized by the employee's Department-department Director-director for an employee whoif the employee must utilize

his/her personal vehicle to conduct City business and who receives no other form of allowance.

a. Commuting mileage to respond to an after-hours call-back or unscheduled return to work is considered as official City business.

a-b. Claims for mileage reimbursement shall be made in accordance with current Travel Expense Reimbursement procedures.

b-c. The standard rate of mileage reimbursement shall be set in accordance with the Internal Revenue Service's Standard Mileage Rates.

3.3 Automobile Expense Allowance. For an employee to be authorized an Automobile Expense Allowance, one of the following tests must be met:

Test 1: The employee

- (1) is on 24-hour call, and
- (2) is frequently required to work outside of normal business hours or respond to after-hours emergencies, and
- (3) does not require a specialized vehicle, tools or equipment, and
- (4) is not authorized a take-home vehicle.

Test 2: The employee

- (1) requires regular, frequent and extensive vehicle usage to perform duties during normal business hours, and
- (2) is not regularly assigned use of a City vehicle.

a. The dollar amount of Automobile Expense Allowances shall be established and reviewed annually through the budget process. Allowance amounts are to be determined based on the nature and extent of vehicle utilization required for official business.

a-b. Automobile Expense Allowances are a taxable fringe benefit.

b-c. The City Administrator's Office, upon written request from the ~~Department~~ department ~~Director~~ director, shall review and approve these allowances. Department ~~Directors~~ directors are responsible for acting upon any change in duty assignment that would alter an employee's eligibility to receive or to discontinue receiving an Automobile Expense Allowance.

e-d. All costs of personal vehicle ownership, operation and maintenance will be the responsibility of the employee

d-e. Employees authorized Automobile Expense Allowances must possess a valid Maryland driver's license, a current vehicle registration and must have insurance of a type and level required by State law.

e-f. The vehicle shall be appropriate for City business, consistent with the duties and responsibilities of the employee.

~~f.g.~~ Except for infrequent incidences necessitated for personal vehicle maintenance or unexpected emergencies such as snowstorms, flooding, etc., employees authorized an Automobile Expense Allowance shall not be permitted use of the City vehicle for business travel.

3.4 Vehicle Allowance. Some employees, as determined by the City Administrator or by the Mayor and City Council in the event the employee is the City Administrator, are expected to purchase and maintain a private vehicle which must also be available for the employee's use in his/her performance of official City business except certain emergency situations or duties requiring a specially equipped vehicle. Such employees shall be provided a ~~monthly~~ Vehicle Allowance, the amount of which shall be established annually by the City Administrator or by the Mayor and City Council in the event the employee is the City Administrator.

a. All expenses associated with the ownership, operation and maintenance of the vehicle will be borne by the employee.

~~a.b.~~ Vehicle allowances are a taxable fringe benefit.

~~b.c.~~ Insurance coverage of a type and level specified by the City Administrator will be maintained by the employee at his/her expense. The level of such insurance is typically greater than that required by State law.

~~c.d.~~ Parking expenses, if any, are subject to reimbursement pursuant to the adopted Travel Policy.

~~d.e.~~ _____ Normally, employees who receive a Vehicle Allowance may not use a City vehicle for basic business use. Infrequent exceptions such as when the private vehicle is being maintained or weather-related emergencies are permitted.

~~e.f.~~ For travel outside of Allegany County and contiguous counties, the employee may (at his/her option) either (1) request per mile reimbursement for the entire trip at the standard rate of mileage reimbursement set in accordance with the Internal Revenue Service's Standard Mileage Rates ~~City's established mileage reimbursement rate~~, or (2) request a vehicle from the City's fleet ~~approved by the employee's supervisor and the City's fleet manager~~.

4.0 APPENDIX/APPENDICES

a. City of Cumberland Police Department Take Home Vehicle (THV) Program (Order# 23,935 and 25,658)

Attachment 1
Vehicle Fringe Benefit
Calculation Rules and Procedures

There are three calculation rules that are available to compute the value of an employer provided vehicle: the commute rule, the cents-per-mile rule, and the lease value rule. Those employees required to report vehicle fringe value to the IRS are assigned the appropriate method by the City's Fleet Manager.

Once a valuation method is selected, the employee must continue to use that valuation method in all subsequent years unless the vehicle no longer meets the method's qualification requirements.

Some vehicles that are not likely to be used more than a minimal amount for personal purposes are exempt from reporting. These vehicles are identified in Attachment 5 and must be certified by the City's Fleet Manager as IRS Qualified Non-Personal-Use Vehicles using Attachment 3.

The Commute Rule

1. Eligibility

All of the following requirements must be met to use the Commute Rule.

- a. The City of Cumberland owns or leases the vehicle and the vehicle is provided to the employee for business use.
- b. For bona fide non-compensatory business reasons, the employee is required to commute in the vehicle.
- c. The employee follows the City Fleet Policy and Procedures Manual regarding personal use of City vehicles.
- d. The employee **does** not use the City vehicle for personal purposes, other than for commuting or de minimis personal use.
- e. The employee is **not** a control employee. IRS regulations define control employees as:
 - Elected officials, and
 - Employees whose pay equals or exceeds the pay to a Federal Government employee holding a position at Executive Level V.

2. Procedure - Commute Rule

Employees who use the Commute Rule are required to calculate their fringe benefit value by multiplying the number of one-way commute trips made in a City vehicle by \$1.50. If more than one employee commutes in the vehicle, this value applies to each employee. The number of one-way commute trips and the resulting valuation are to be recorded in Section I of the Calculation & Reporting Form. (Attachment 2 or 8a) Results are recorded on line 4 of Section I and line 19 of Section IV.

Employees may subtract the amount they are reimbursed by the City for commuting in a City vehicle from the fringe value to be reported to the IRS, in Section IV of the Calculation & Reporting Form on line 22. The difference should be recorded on line 23. This amount is not to be less than zero (0).

Employees who commute as a passenger also must report their commute. Employees commuting as a passenger should write "PASSENGER" at the bottom of the Calculation & Reporting Form.

The Cents-Per-Mile Rule

1. Eligibility

The employee can use the Cents-Per-Mile Rule if either "a" or "b" of the following requirements is met, and the employee is not excluded by restrictions noted in "c".

- a. The employee's vehicle is reasonably expected to be regularly used for City business throughout the calendar year (or a shorter period if that is the only period the employee had use of the vehicle). A vehicle is regularly used when at least 50% of the vehicle's total mileage is for City business or the vehicle is generally used each workday to drive at least 3 employees to and from work in an employer-sponsored commuting vehicle pool.
- b. The vehicle meets the mileage rule requirement. The vehicle meets the mileage rule for a calendar year if the vehicle is actually driven at least 10,000 miles (business or commute) during the year and the vehicle is used during the year primarily by employees. If the vehicle is owned or leased by the City for only part of the year, the 10,000-mile requirement should be reduced proportionally.
- c. The employee cannot use the Cents-Per-Mile Rule if the value of the vehicle (passenger automobile)² in the year it was first made available to any employee for commute, exceeded the amount established by the IRS as the maximum automobile value for the year. To determine if the employee's vehicle is eligible, the employee must compare the vehicle's acquisition cost to the maximum automobile value (listed below) for the year in which the vehicle was purchased.

² If the employee has a van, there is a different valuation table. If the employee uses a City owned or leased truck or van, go to www.irs.gov reference fair market value for trucks and vans in IRS Publication 15-B <http://www.irs.gov/pub/irs-pdf/p15b.pdf>.

If the employee does not know the purchase price and year of the employee's vehicle, this information should be available from the City fleet manager. If the employee's vehicle cost exceeded the value for its year of purchase, the employee cannot use the Cents-Per- Mile Rule;

If the employee cannot meet the requirements of the Cents-Per-Mile Rule and fall under the definition of a control employee, the employee² must use the Lease Value Rule. If the employee cannot meet the requirements of the Cents-Per-Mile Rule and **does not fall under the definition of a control employee**, the employee must use the Commute Rule.

2. Procedure - Cents-Per-Mile Rule

Employees who use the Cents-Per-Mile Rule must determine the number of commute/personal miles driven in the vehicle. The fringe benefit is calculated by multiplying these commute/personal miles by the IRS standard mileage rates. **Then add to that sum the salaries, fringe benefits and all other costs associated with an employer-provided chauffeur, if applicable.** The result total is recorded in Section II of the Calculation & Reporting Form. (Attachment 2 or 8b) Results are recorded on line 10 of Section II and line 20 of Section IV.

Employees may subtract the amount they reimbursed the City for commuting in a City vehicle, from the fringe value to be reported to the IRS in Section IV of the Calculation & Reporting Form on line 22. The difference should be recorded on line 23. This amount can never be less than zero (0).

The Lease Value Rule

1. Eligibility

The Lease Value Rule is for control employees who are assigned a City vehicle having a fair market value (FMV) more than the established IRS amounts in section B.1.c above, or who otherwise cannot meet the eligibility requirements under the Cents-Per-Mile Rule. Other employees must use the commute value method.

2. Procedure – The Lease Value Rule

Determine the Fair Market Value of the vehicle on the first date it is available to any employee for commute/personal use. The FMV of the employee's assigned

vehicle can only be changed after four years or when the vehicle is transferred, provided the transfer is not for the purpose of reducing taxes. The re-evaluation can be performed using published vehicle pricing guides.

Find the FMV and the corresponding Annual Lease Value (ALV) amount from the IRS table (see IRS Tax Publication 15-B, pages 22-26; the publication can be found on <http://www.irs.gov/pub/irs-pdf/p15b.pdf>). If the vehicle was not available for the entire year, the employee may prorate the ALV by dividing the number of days the vehicle was available by 365, then multiply the result by the ALV. The Annual Lease Value should be entered on line 11 in Section III of the Calculation & Reporting Form. (Attachment 2 or 8c)

On lines 12 and 13, record the total number of miles driven in the vehicle and the number of commute/personal miles. On line 14, record the percentage of personal to total miles. Multiply the ALV (reported on line 11) by the percentage of personal miles to total miles (reported on line 14), giving a personal use fringe benefit value for the vehicle. Record the result on line 15.

The personal use value of employer-paid fuel is to be recorded on line 16. Additionally, if applicable, the value of a City provided chauffeur must be recorded on line 17. The total fringe value is recorded on line 18 of Section III and line 21 of Section IV.

Employees may subtract the amount they reimbursed the City for commuting in a City vehicle from the fringe value to be reported to the IRS in Section IV of the Calculation & Reporting Form on line 22. The difference should be recorded on line 23. This amount can never be less than zero (0).

Attachment 2

Vehicle Fringe Value Calculation & Reporting Form (Fleet Manager Prepares and Submits Quarterly)
Period of Reporting

<u>Last Name</u>	<u>First Name</u>	<u>M.I.</u>	<u>Work Phone</u>
<u>Social Security Number</u>	<u>Department Number</u>	**Vehicle Fringe Value**	
SECTION I: COMMUTE RULE VALUATION METHOD			
1. Number of one-way commute trips from home to office or first duty station of the day during the reporting period.			
2. Number of one-way commute trips to home from office or last duty station of the day during the reporting period.			
3. Add lines 1 and 2 and enter sum here.			
4. Multiply line 3 total by \$1.50 and enter result here and on line 14.			
SECTION II: CENTS- PER- MILE RULE VALUATION METHOD			
5. Total number of commute/personal miles driven during the period of:			
6. Multiply line 5 by \$0.585 and enter here and on line 15.			
SECTION III: LEASE VALUE RULE VALUATION METHOD			
7. Annual lease value amount (from IRS table)			
8. Total number of miles driven			
9. Total number of commute/personal use miles			
10. Percentage of personal to total miles (line 9 divided by line 8)			
11. Multiply line 7 by line 10 and enter here.			
12. Employer paid fuel – multiply line 9 by 5.5 cents and enter here			
13. Add lines 11 and 12 and enter sum here and on line 16.			
SECTION IV: TOTAL VEHICLE FRINGE VALUE			
14. Enter total from SECTION I, line 4 here.			
15. Enter total from SECTION II, line 6 here.			
16. Enter total from SECTION III, line 13 here.			
17. Enter total commute payments to City for use of a City vehicle.			
18. Subtract line 17 from line 14, 15, or 16; enter here and in section marked "VEHICLE FRINGE VALUE" above (do not enter value less than 0).			

I solemnly affirm under the penalties of perjury that the information on this sheet is true and correct to the best of my knowledge, information and belief. **Signature MUST be on this form. Separate sheets with signatures will not be accepted.**

Fleet Manager Signature: _____ Date: _____

Attachment 3
Fleet Manager Certification of IRS
Qualified Non-Personal Use Vehicle

1. City Department # _____
2. Employee Name _____
3. Vehicle VIN # _____
4. Vehicle Tag # _____
5. Vehicle Make _____
6. Vehicle Model _____
7. Vehicle Type & City ID # _____
(i.e. Sedan, SUV, Heavy Truck)

IRS EXEMPTION (please circle one)

- | | |
|----------------------------------------|-------------------------------------------------------|
| 1 <u>Marked Police/Fire</u> | 4i <u>Refrigerated Truck</u> |
| 2 <u>Unmarked Law Enforcement</u> | 4j <u>Qualified Moving Van</u> |
| 3 <u>Ambulance/Hearse</u> | 5 <u>Delivery Truck</u> |
| 4a <u>Cargo gvw > 14,000 pounds</u> | 6a <u>20+ Passenger Bus</u> |
| 4b <u>Bucket Truck</u> | 6b <u>School Bus</u> |
| 4c <u>Cement Mixer</u> | 7 <u>Special Utility Repair Truck</u> |
| 4d <u>Combine</u> | 8 <u>Tractors/Special Purpose Farm</u> |
| 4e <u>Crane/Derrick</u> | 9a <u>Modified Pick-up Truck – specially equipped</u> |
| 4f <u>Dump Truck</u> | 9b <u>Modified Pick-up Truck for transport</u> |
| 4g <u>Flatbed Truck</u> | 10 <u>Modified Van</u> |
| 4h <u>Forklift</u> | 11 <u>Marked Public Safety Vehicle</u> |

I SOLEMNLY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS CERTIFICATION ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Printed Name Fleet Manager:

Signature Fleet Manager:

Date Signed

Commuting travel outside the City of Cumberland if approved by the City Administrator:

Printed Name City Administrator:

Signature City Administrator:

Date Signed

Attachment 4
Fleet Manager Certification of IRS
Valuation Method

1. City Department # _____
2. Employee Name _____
3. Vehicle VIN # _____
4. Vehicle Tag # _____
5. Vehicle Make _____
6. Vehicle Model _____
8. Vehicle Type & City ID # _____
(i.e. Sedan, SUV, Heavy Truck)

IRS Valuation Method (**please circle one**)

- 1 COMMUTE RULE
- 2 CENTS- PER- MILE RULE
- 3 LEASE VALUE RULE

COMMENTS:

I SOLEMNLY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE
CONTENTS OF THIS CERTIFICATION ARE TRUE TO THE BEST OF MY
KNOWLEDGE, INFORMATION AND BELIEF.

Printed Name Fleet Manager:

Signature Fleet Manager:

Date Signed

Commuting travel outside the City of Cumberland if approved by the City Administrator:

Printed Name City Administrator:

Signature City Administrator:

Date Signed

Attachment 5
IRS Qualified Non-Personal-Use Vehicles

A qualified non-personal use vehicle is a vehicle the employee is not likely to use more than a minimal amount for personal purposes because of its design. The IRS has determined, in its regulations, which vehicles are qualified non-personal use vehicles. Employees who drive qualified non-personal use vehicles are exempt from the IRS vehicle fringe reporting requirements and are exempt from including their use of the vehicles in gross income¹ when the conditions for that vehicle type are met:

1. Clearly marked police and fire vehicles, when the employee is **required** to use the vehicle for commuting and is on call at all times. Personal use (other than commuting), if allowed, must be permitted for and confined to within the physical jurisdiction of the police officer's arrest powers or firefighter's obligation to respond to an emergency. A police or fire vehicle is clearly marked if painted insignia or words (other than mere markings on a license plate) make it readily apparent as a police or fire vehicle.
2. Unmarked law enforcement vehicles used by law enforcement officers when any personal use, including commuting, is authorized by the City and incident to law enforcement functions, such as reporting directly from home to a stakeout, surveillance site, or an emergency situation. Recreation and vacation trips do not qualify as authorized use.

A "law enforcement officer" is an individual who: (1) is a full-time employee of a governmental unit that is responsible for preventing or investigating crimes involving injury to persons or property, (2) is authorized to carry firearms, execute warrants, and make arrests, and (3) regularly carries firearms (except when it is not possible to do so because of the requirements of undercover work).

3. Ambulances and hearses used for those purposes.
4. Certain cargo and specialized heavy use vehicles, including only
 - a) Any vehicle designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds
 - b) Bucket trucks ("cherry pickers")
 - c) Cement mixers
 - d) Combines
 - e) Cranes and derricks
 - f) Dump trucks (including garbage trucks)
 - g) Flatbed trucks
 - h) Forklifts
 - i) Refrigerated trucks
 - j) Qualified moving vans, limited to any truck or van used by a professional moving company in the trade or business of moving household or business goods and for which personal use is not authorized or permitted except under specialized circumstances

¹ 26 CFR §1.132-5(h) (providing that 100% of the use of qualified non-personal use vehicles (as defined in 26 CFR §1.274-5T(k)) is excluded from income as a working condition fringe benefit). *See also* IRS Pub. 15-B <http://www.irs.gov/pub/irs-pdf/p15b.pdf>.

5. Delivery trucks with seating only for the driver, or only for the driver plus a folding jump seat.
6. Buses, but only the driver (and not any passenger) of a bus is exempt from reporting and including their use of the vehicle in gross income. Buses means only:
- a) Passenger buses with a capacity of at least 20 passengers and used for that purpose, or
 - b) School buses.
7. Qualified specialized utility repair trucks (not including any van or pick-up truck) specially designed and used to carry heavy tools, testing equipment parts if both of the following conditions are also met: (1) the truck has permanent interior construction (such as shelves or racks) which have been installed to carry and store the heavy items and it is unlikely the truck will be used for more than minimal personal use and (2) the City requires the employee to drive the truck home in order to be able to respond to emergency situations regarding utility repair.
8. Tractors and other special-purpose farm vehicles
9. **Pick-up trucks.** A pick-up truck with a loaded gross vehicle weight of 14,000 pounds or less is a qualified non-personal use vehicle **if it has been specially modified so that it is not likely to be used more than minimally for personal purposes.** For example, a pick-up truck qualifies if it is clearly marked with permanently affixed decals, special painting, or other advertising associated with your trade, business, or function **and** meets **either** of the following requirements:
- a) It is equipped with **at least one** of the following items:
 - A hydraulic lift gate
 - Permanent tanks or drums
 - Permanent sideboards or panels that materially raise the level of the sides of the truck bed.
 - Other heavy equipment (such as an electric generator, welder, boom, or crane used to tow automobiles and other vehicles).
 - b) It is used primarily to transport a particular type of load (other than over the public highways) in a construction, manufacturing, processing, farming, mining, drilling, timbering, or other similar operation for which it was specially designed or significantly modified.

10. **Vans.** A van with a loaded gross vehicle weight of 14,000 pounds or less is a qualified non-personal-use vehicle **if it has been specially modified so it is not likely to be used more than minimally for personal purposes.** For example, a van qualifies if it is clearly marked with permanently affixed decals, special painting, or other advertising associated with your trade, business, or function and has a seat for the driver only (or the driver and one other person) and either of the following items:

- Permanent shelving that fills most of the cargo area.
- An open cargo area and the van always carry merchandise, material, or equipment used in your trade, business, or function.

11. Clearly marked public safety officer vehicles, when the employee is required to use the vehicle for commuting and is on call at all times. A public safety officer vehicle is clearly marked if, through painted insignia or words, it is readily apparent that the vehicle is a public safety officer vehicle.

The IRS defines a “public safety officer” as an “individual serving a public agency in an official capacity, with or without compensation, as a law enforcement officer,² a firefighter, a chaplain, or as a member of a rescue squad or ambulance crew.”³ The facts and circumstances of any particular situation, not merely a job title, determine whether an individual is a public safety officer. The IRS uses the criteria in the Public Safety Officers’ Benefits Act and the corresponding regulations (PSOB Regulations, 28 CFR part 32). As one example, the PSOB Regulations at 28 CFR 32.3 define “rescue squad or ambulance crew” as follows: “a squad or crew whose members are rescue workers, ambulance drivers, paramedics, health-care responders, emergency medical technicians, or other similar workers who—

(1) Are trained in rescue activity or the provision of emergency medical services;

and

(2) As such members, have the legal authority and responsibility to (i) Engage in rescue activity; or (ii) Provide emergency medical services.”

Rescue activity means “search or rescue assistance in locating or extracting from danger persons lost, missing, or in imminent danger of serious bodily harm.” Emergency medical services means “(1) Provision of first-response emergency medical care (other than in a permanent medical-care facility); or (2) Transportation of persons in medical distress (or under emergency conditions) to medical-care facilities.”

In determining whether you are a public safety official in connection with use of a clearly marked vehicle, you should consult the PSOB Regulations and may request legal assistance from your agency counsel.

² See section 2 above on this Attachment 5.

³ 26 USC §402(l)(4)(C), referring to the Public Safety Officers’ Benefits Act, codified at 42 USC §3796b (9)(A).

Attachment 6

Fleet Manager Certification of the Vehicle Fringe Reporting
Process Reporting Period Dates

<u>Department Name:</u>
<u>Name of Individual Certifying Compliance:</u>
<u>Title of Individual Certifying Compliance:</u> Fleet Manager
<u>Phone Number:</u>
<u>E-mail Address:</u>
<u>Number of Forms Submitted:</u>

I certify that to the best of my knowledge:

- All employees within the City who have commuted in a City vehicle and who are required by IRS regulations to report such vehicle use as part of their gross income have been given the necessary reporting information and the required forms have been properly completed.
- I have checked these forms for accuracy and completeness.
- The required forms are transmitted with this certification. Copies and related documentation will be maintained on file within the Vehicle Maintenance Department for 4 years and will be made available for any audit verification.

<u>Signature:</u>
<u>Date:</u>

ACKNOWLEDGEMENT STATEMENT
POLICIES AND PROCEDURES FOR DRIVERS OF CITY VEHICLES

TO: ALL DRIVERS OF CITY VEHICLES

Drivers are required to carefully read the Policies and Procedures for Drivers of City Vehicles and sign this Acknowledgement Statement at the bottom of the page. The signed statement must be retained by the City Fleet Manager.

Only drivers who have signed this Acknowledgement Statement shall operate City vehicles.

ACKNOWLEDGEMENT

The undersigned certifies he/she has read the Policies and Procedures for Drivers of City Vehicles.

I am aware that a violation of these rules would be cause for disciplinary action.

SIGNED: _____

NAME: _____

Department: _____

DATE: _____