



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
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 Regular Meeting
City Hall, 57 N. Liberty Street, Cumberland, MD 21502

DATE: December 07, 2021

OPEN SESSION - 6:15 P.M.

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

1. Summary Statement of closed meeting(s)

Director's Reports

(A) Administrative Services

1. Administrative Services monthly report for September, 2021

(B) Engineering

1. Engineering Division monthly report for November, 2021

(C) Public Works

1. Maintenance Division monthly report for October 2021

Approval of Minutes

1. Approval of the Closed Session Minutes of August 17, 2021, and the Regular Session Minutes of September 7, 2021

Unfinished Business

(A) Ordinances

1. Ordinance 3907 (*2nd and 3rd readings*) - authorizing the issuance and sale of General Obligation Bonds in the total amount not to exceed \$2,066,664 for the purpose of financing, reimbursing, or refinancing costs of the Decatur Street Waterline Project

New Business

(A) Resolutions

1. Resolution R2021-08 (*1 reading*) - authorizing certain businesses located in the Gateway Enterprises Zone to receive tax credits for the year 2022-2023

(B) Orders (Consent Agenda)

1. Order 26,904 - authorizing the Chief of Police to enter in to a Memorandum of Understanding (MOU) with the United States Department of Veterans Affairs, Martinsburg, WV, Care System to formalize an existing relationship between the CPD and the US Dept. of Veterans Affairs reinforcing interagency coordination, response and requests for assistance at the VA Community Based Outpatient Clinic in Cumberland, Maryland
2. Order 26,905 - accepting the proposal from Hertrich Fleet Services, Inc. to supply one 2022 Ford Interceptor Utility vehicle for use in the Cumberland Fire Department in the amount of \$41,059.00. This equipment will be purchased as part of the State of MD Contract for police equipment, pursuant to Section 2-171 (b) of the City Code
3. Order 26,906 - authorizing the execution of Change Order No. 2 to the original contract with Carl Belt, Inc. for the Flood Control System Concrete Repairs Project (01-13-FPM), decreasing the original contract amount by \$6,250 and bringing the new contract amount to \$181,400
4. Order 26,907 - authorizing execution of an Encroachment Agreement with the Allegany County Commissioners to allow the County to relocate its recycling center from the north side of Riverside Avenue to the western end of Kelly Road
5. Order 26,908 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the downtown mall for the New Year's Eve Ball Drop event, to be effective beginning December 31, 2021 at 10:00 p.m. and extending through January 1, 2022, at 1:00 a.m.; notwithstanding that open glass containers shall not be permitted
6. Order 26,909 - declaring City-owned property at 443 Columbia Street to be surplus property and authorizing it for sale to the general public
7. Order 26,910 - approving the request from Noble Environmental (Mountainview Landfill) for a one-year extension on the current contract to provide landfill services for accepting municipal solid waste from the City of Cumberland (22-18-M) for an additional one-year term to be effective 7/1/22 - 6/30/23, and to accept curbside municipal solid waste with a \$38.52/ton tipping fee
8. Order 26,911 - authorizing the sole source purchase of filter media in the estimated amount not-to-exceed \$50,000 from Leopold/Xylem Water Solutions USA, Inc. for media replacement in filter beds at the Water Filtration Plant
9. Order 26,912 - accepting the sole source proposal from Cleveland Brothers Caterpillar, Murrysburg, PA to provide a new Caterpillar 246D3 Skid Steer Loader with saw

attachment for an amount not to exceed \$66,755.00 through Sourcewell agreement pricing and including a trade-in price of \$7,000 for a 1999 Bobcat Skid Steer Model 763

- [10.](#) Order 26,913 - accepting the sole source proposal from Five Star International and Stephenson Equipment to provide a new International HV507 SFA Dump Truck w/plow and spreader through Co-Star pricing for an amount not-to-exceed \$171,630
- [11.](#) Order 26,914 - approving a Special Taxing District (STD) property tax exemption of \$1,042.76 for 55 Baltimore Street, owned by David Romero
- [12.](#) Order 26,915 - authorizing execution of a Reimbursement and Release Agreement with Columbia Gas outlining terms by which the City shall pave and restore the public right-of-way disturbed by Columbia Gas during the renovation of their pipeline system on Fayette Street from Greene St. to Private Alley 131LF south of High Lane, in exchange for a lump sum amount of \$106,607
- [13.](#) Order 26,916 - authorizing execution of a Reimbursement and Release Agreement with Columbia Gas outlining terms by which the City shall pave and restore the public right-of-way disturbed by Columbia Gas during the renovation of their pipeline system in the areas of Olive Ave., Ella Ave., Elder St., Virginia Ave., and Humbird St. in exchange for a lump sum payment to the City of \$166,066
- [14.](#) Order 26,917 - authorizing the Chief of Police to enter into a Memorandum of Understanding (MOU) with the Family Crisis Resource Center (FCRC) to provide police overtime in the amount not-to-exceed \$8,000, providing Domestic Violence Response Team (DVRT) follow-ups.
- [15.](#) Order 26,918 - authorizing the Chief of Police to enter into a Memorandum of Understanding with the Family Crisis Resource Center to provide police overtime in the amount not to exceed \$19,583, providing security at FCRC during supervised visitation and exchange.
- [16.](#) Order 26,919 - authorizing execution of a Reimbursement and Release Agreement with Columbia Gas outlining terms by which the City shall pave and restore the public right-of-way disturbed by Columbia Gas during the renovation of their pipeline system in the areas of Frederick, Decatur, Fulton, Davidson, Glenn, Charles, and Bellevue Streets, and Footer Place in exchange for a lump sum payment to the City of \$195,195.00
- [17.](#) Order 26,920 - approving end of year General Fund appropriations and transfers for Fiscal Year 2020-2021
- [18.](#) Order 26,921 - authorizing execution of a Donation Agreement with Angela F. Growden for the conveyance of 421 S. Central Ave. (Tax No. 22-014293) to the City, authorizing acceptance of the deed to transfer the property, and authorizing the City Administrator and City Solicitor to execute documents necessary to facilitate the transfer
- [19.](#) Order 26,922 - authorizing execution of a Subdivision Distributor Settlement Participation Agreement and a Subdivision Janssen Settlement Participation Agreement stating that the City elects to participate in the Janssen and Distributor Settlement Agreements of July, 2021, and become a participating subdivision in order to obtain benefits from the settlements

- [20.](#) Order 26,923 - approving the expenditure of American Rescue Plan Act (ARPA) funding for certain community programs and infrastructure in the amount of \$1,938,863

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Administrative Services monthly report for September, 2021

Administrative Services Monthly Report for September 2021

December 7, 2021

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

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

Information Technology Department September 2021

Statistics

136 completed help desk requests
168 open help desk requests

Activities

Major department initiatives in the past month include:

- Continue resolving issues with and refining mobile data terminal setup
- Continue making changes to update our network environment and improve security
- Work with Cisco on WebEx camera demo
- Upgrade server used to scan utility check payments

Parks and Recreation

September 2021

Pavilion Reservations and usage for the month of September: 26 reservations utilized pavilions, 9 new reservations were made in September

Sunday in the Park Concert series: The Potomac Concert Band performed in the last concert of the season on Sunday September 5.

Baseball/ Softball League

Fall Softball League Cumberland Girls League – Cavanaugh Field

Fall Baseball League Dapper Dan – Long Field and Al Abrams

Coed Softball League

1 Adult Softball Tournament – Mason Complex Fields

Soccer/Football League play and practices for September:

The City of Cumberland provides fields for the following leagues:

JCP Soccer League – Washington Middle and Braddock Middle Schools

AVID Soccer Club

Cumberland Renegades Pee Wee Football

Adult flag football league

Constitution Park Pool

3 Days of operation for the Park Pool (concludes the 2021 season)

Total Paid Attendance - 203

Total income for the Month of September \$ 811.50

Attendance from pool passes – 30

End of season wrap up working to close seasonal programs and facilities.

Pool end of Season Data recorded. State Summer Day Camp Annual Report completed and submitted.

Summer Feeding and Lunch program State Data submitted for the season.

City Parks & Recreation 5 Year Plan – Continued work with City Staff to establish a working plan for future improvements to City Recreation Facilities, beginning with the Constitution Park

Meetings attended:

Recreation Advisory Board Meeting – September 13

Meetings with seasonal employees- Pool manager, Day camp Director, (wrap up)

Halloween even planning meeting

Five Year Plan discussion

Upcoming:

Recreation Advisory Board Meeting – October 4

Halloween events – Online costume contest, Pumpkin design contest and House Halloween decoration contest.

Trick or Treat Drive-thru at Constitution Park – Thursday October 28 – 5:30-7:30 p.m.

Continued work/wrap up of the P&R Five Year plan

Community Development Report

September 2021

CODE COMPLIANCE

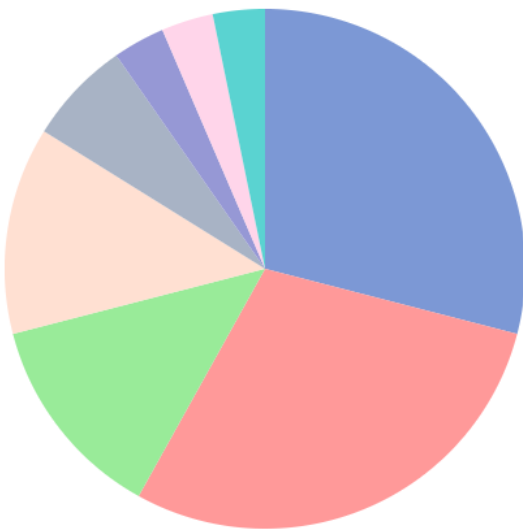
Code Enforcement Activity:

64 new cases received - 15 of those are still open

24 violations were found.

73 cases have been resolved.

Open Date From: 09/01/2021
Open Date To: 09/30/2021



Violations by Violation Type		
Dwellings, yards and lots to be kept clean	9	29.0%
Cutting of weeds	9	29.0%
Licensing of rental dwelling units	4	12.9%
Order to vacate	4	12.9%
Standards for good repair and safe condition	2	6.5%
(10) Truck and vehicle parking requirements	1	3.2%
Duties of owner and operator	1	3.2%
Registration of agents	1	3.2%

PERMITS & RENTAL LICENSES

ISSUED - Permits, Reviews, and Licenses

40 Permits/Reviews issued

Building

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

Demolition

Residential 1
Commercial 0

Electrical

Residential 4
Commercial 1

Miscellaneous

Residential..... 7
Commercial..... 1

Occupancy

Residential..... 0
Commercial..... 6

Plumbing

Residential 2
Commercial 1

Signage

Commercial 1

Use Public ROW

Total issued..... 9

Utility

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

Rental Licenses

Issued 189

Rental Inspections.

Conducted: 33
Passed..... 33
Failed..... 0

Certificates of Appropriateness

Issued..... 0

Change Amend.

Issued..... 0

Plans, Reviews, Amendments and Appeals

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

Issued0

Revenue from 'Issued' Permits/Reviews

Building Permits.....	\$761.00
Miscellaneous Permits.....	120.00
Occupancy Permits	180.00
Sign Permits	90.00
Utility Permits	0.00
Plan Reviews, Amendments & Appeals	0.00
Zoning Classification Determination. (info request).....	0.00
Municipal Infractions (Citation).....	0.00
Certificates of Appropriateness	0.00
Rental Licenses (new & renewals)	13,825.00
Paid Rental Inspection Requests	<u>0.00</u>
TOTAL	\$14,976.00

Demolition Permit – Bonds \$0.00

Noted September Activity:

- East Side School project - framing complete

COMMUNITY DEVELOPMENT PROGRAMS

September 2021

Community Development Block Grants:

- July/Aug/Sept draws complete
- End of year CAPER (Consolidated Annual Performance Evaluation Report) submitted
- 2019 Regular CDBG-\$5,659.63 remains; 98% expended
- 2020 Regular CDBG-\$519,774.55 remains (\$402,700 held for Balt Street Redesign) Other activities slated for completion by Dec 31, 2021.; 36% expended - 10 activities open
- 2021 Regular CDBG-\$806,626.67 (new grant) all 7 Public Service activities under contract, 2 major activities (Balt Street Redesign and YMCA Riverside Dehumidification) funds released and YMCA has contracts in hand. Two facilities projects have completed Environmental Review process and we await HUD Release of Funds which are due. Contracts will be signed before December 31, 2021.; 1% expended. - 16 activities open
- CDBG-CV (CARES ACT CDBG)-Cumberland received CV 1 and CV3 funds totaling \$596,161 which funded 7 activities. Two activities are completed. \$461,702.10 remains. Youth Center activity is under sub recipient contract and can start immediately. Broadband/Technology grant is billed quarterly from the South Cumberland Library to provide laptops and hotspots to patrons. Emergency Homeless Prevention funds are available, contracted and underway at 2 locations. Small Business Grant funds have been returned from CEDC.; 23% expended.

Community Development Block Grant (CDBG) Monthly Activity	Sept 2021 Report	Original Bud	ERR	Contract	Funds Exp	
Project	Year	Original Budget			Expended	Remain
2019 Slush (Final)	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 Emerg. Homeless Prevention	2020	\$25,000.00	x	x	\$20,247.17	\$4,752.83
South Penn Playground	2020	\$37,500.00	x	x	\$37,500.00	\$0.00
Admin	2020	\$110,065.20	x	x	\$77,821.64	\$32,243.56
Fair Housing	2020	\$8,454.00	x	x	\$8,254.20	\$199.80
YMCA Gilchrist HVAC	2020	\$54,000.00	x	x	\$36,000.00	\$18,000.00
AHEC Dental Access	2020	\$8,000.00	x	x	\$5,889.15	\$2,110.85
Incredible Yrs. Parenting Fam. Junct.	2020	\$7,000.00	x	x	\$5,644.12	\$1,355.88
PHA FCH Sidewalks Ph. 2	2020	\$50,000.00	x	x	\$0.00	\$50,000.00
Constitution Park Inclusive Playground Ph. 2	2020	\$65,000.00	x	x	\$62,638.82	\$2,361.18
HRDC Transitional Homeless Shelter	2020	\$6,000.00	x	x	\$0.00	\$6,000.00
2020 PI Slush (final)	2020	\$50.45			\$0.00	\$50.45
2020 Grant Totals		\$773,769.65			\$253,995.10	\$519,774.55
Baltimore St. Redesign	2021	\$232,721.00	Released			\$232,721.00
HRDC Rental Rehabilitation	2021	\$19,300.00	underway			\$19,300.00
YMCA Riverside Dehumidification	2021	\$200,368.00	Released	x		\$200,368.00
Admin.	2021	\$126,426.00	x			\$126,426.00
Ind. Cost	2021	\$15,120.00	x			\$15,120.00
Fair Housing	2021	\$8,454.00	x			\$8,454.00
YMCA Gilchrist HVA Repl. Ph. 2	2021	\$48,520.00	RROF pend			\$48,520.00
AHEC Emerg. Dental Access	2021	\$4,000.00	x	x		\$4,000.00
Assoc. Charities Long Term	2021	\$4,000.00	x	x		\$4,000.00
Assoc. Charities Short Term	2021	\$5,000.00	x	x		\$5,000.00
PHA JFV Sidewalk Imps	2021	\$35,000.00	RROF pend			\$35,000.00
FCRC IPV	2021	\$9,500.00	x	x		\$9,500.00
Targeted Foot & Bike Patrol	2021	\$3,961.00	x	x		\$3,961.00
Jane's Place Inc.	2021	\$4,000.00	x	x		\$4,000.00

YMCA Food Prog. Trans. Hous Shelt	2021	\$5,000.00	x	x		\$5,000.00
Constitution Park/Splashpad	2021	\$87,750.00				\$87,750.00
2021 Grant Totals					\$0.00	\$809,120.00
Program Income July	2021	\$5.32	2020 Adm			
Program Income Aug	2021	\$5.32	2020 Adm			
Program Income Sept	2021	\$5.31	2020 Adm			
Program Income						
Total PI 2021		\$15.95				
					Expended	Remaining
Total					\$253,995.10	\$1,334,554.18
					Total All Yrs	\$1,334,554.18
as of 10/28/21 post Jul., Aug., Sep. 2021 Draw						

Historic Planner/Preservation Coordinator

September 2021

(Prepared by T. Hast & K. McKenney who is now on Medical Leave as of 9/13)

- Prepared and distributed the September 8th Historic Preservation Commission meeting agenda and packets
- Assisted the HPC with their 9/8/21 meeting. (No COA/RCA to review)
- Tax Incentive application review for 117 Greene Street was approved for recommendation to M&CC.
- Historic Planner & Preservation Coordinator announced she will be on medical leave as of Sept. 13. HPC minutes state: "She is unsure how long she will be gone or if she will be back as a City employee."
- MHT free virtual training to held MHT Oct. 28 & 29, shared with HPC.
- Past forward NTHP virtual training to be held Nov. 2-5, shared with HPC (fee covered by training funds)
- RFP draft is ready – charting a path to engage the public.
- Requested assistance from HPC to complete the Preservation Plan.

Comptroller's Office

September 2021

Cash Flow:

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

On September 1, 2021, the City had a cash balance of \$21.5 million. Receipts exceeded disbursements by \$3.4 million resulting in a cash balance of \$24.9 million at September 30, 2021.

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

Taxes receivable (General Fund)						\$ 4,744,961
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2022	\$ 6,422,108	\$ 588,347	\$ (43,986)	\$ 3,468,585	\$ -	\$ 3,497,884
FY 2021	789,670	1,447	(1,478)	142,430	-	647,209
FY 2020	413,065	-	-	47,412	-	365,653
FY 2019	72,356	-	-	5,613	-	66,743
FY 2018	58,519	-	-	402	-	58,117
FY 2017	27,118	-	-	-	-	27,118
FY 2016	24,809	-	-	-	-	24,809
FY 2015	22,747	-	-	-	-	22,747
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
	\$ 7,865,073	\$ 589,794	\$ (45,464)	\$ 3,664,442	\$ -	\$ 4,744,961

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

Real property (non-owner occupied)	\$1,389,029
Non-Corp Personal Property	1,634
Corporate Personal Property	776,999
Real Property (semiannual payments)	1,330,222
Real Property (Half Year)	0
	<u>\$3,497,884</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**September 30, 2021**

	Cash	Investments
Beginning Balance	\$ 21,476,502	\$ 12,874,797
Add:		
Cash Receipts	12,780,492	-
Investment Transfer	-	-
Less:		
Disbursements	9,366,528	-
Investment Transfer	-	-
Ending Balance	\$ 24,890,466	\$ 12,874,797
Restricted	\$ 11,743,469	\$ 6,987

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

Restricted Cash

	9/1/2021	Increase	Utilization	9/30/2021
Police Seizures	\$ 108,608	\$ 1,176	\$ -	\$ 109,784
Bowers Trust	50,709	2,870	-	53,579
Street Improvement	-	-	-	-
GOB 21	3,732,074	309	-	3,732,383
ARPA Funds	7,795,964	708	55,046	7,741,626
Other	56,113	-	-	56,113
	\$ 11,743,468	\$ 5,063	\$ 55,046	\$ 11,693,485

Restricted Investments

	9/1/2021	Increase	Utilization	9/30/2021
DDC	\$ 6,987	\$ -	\$ -	\$ 6,987

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

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

Capital Projects and Associated Debt:

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

Available Bond Proceeds

	9/1/2021	Issue	Utilization	9/30/2021
CDA 2015	\$ 185,713	\$ -	\$ -	\$ 185,713
CDA 2019	2,325,328	-	-	2,325,328
GOB 21	3,732,074	-	(308)	3,732,382
	\$ 6,243,115	\$ -	\$ (308)	\$ 6,243,424

CSO Projects Debt Draws

	9/1/2021	Issue	Utilization	9/30/2021
Evitts Creek Debt	\$ 143,260	\$ -	\$ -	\$ 143,260
Evitts Creek Grant	-	-	-	-
78" Pipeline Debt	6,075,000	-	-	6,075,000
78" Pipeline Grant	46,338,080	-	-	46,338,080

The GOB21 \$308 balance increase in September was for interest earned.

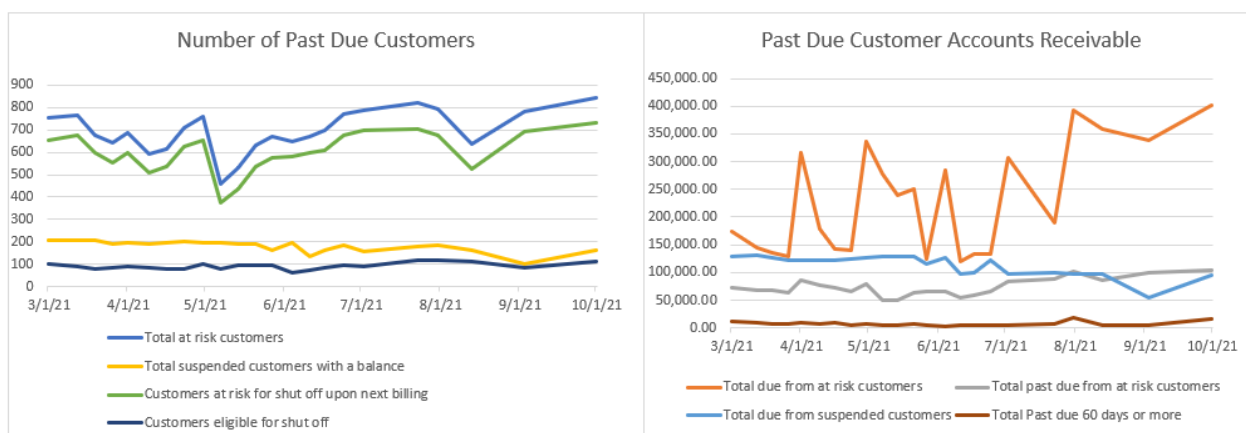
Phase 3 of the Evitts Creek CSO project is in the engineering phase with the majority of the necessary funding in place and is on hold pending access being granted by CSX. Phase 4 planning phase is underway in FY22. The 78" pipeline project is budgeted to begin construction during FY22, but is delayed pending Army Corp of Engineers approval and private property easement or acquisition.

Utility Collections:

Total past due peak fluctuations continue to range from a high of \$105K on October 1st, 2021 to a low of \$50K on May 7th, 2021. As of October 1, 2021, the total past due 30 days or more is \$105K for 845 customers and an additional 161 suspended customers (\$95K past due). Past due from suspended customers continues to fluctuate.

There is an upward trend in customers at risk for shut off and those eligible for service termination. Compared to August 2021, 25 additional customers are eligible for service termination, up to 111 from 86. Amounts past due 60 days or more have increased by \$13K from \$4,200 to \$16,900.

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



*Amounts do not include inactive accounts

COVID-19:

Funding

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

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

CARES Act funding previously received and utilized by the City totals \$688,750 for hazard pay, COVID-19 testing events, City Hall rotunda monitoring, software, unemployment claims, as well as lost revenue, and personal protective equipment to guard against COVID-19.

Funding (as of September 30th, 2021)

- Source and Utilization:

Funding Source	Awarded	Utilization
Department of Justice Hazard Pay	39,559	39,559
Allegany County Health Department PPE	24,635	
General		18,440
Facilities and Equipment		6,195
US Stimulus Care Act Relief Lost Revenue	54,801	54,801
Allegany County CARES Act Passthrough Hazard Pay	583,176	231,118
City Hall Rotunda Monitor		7,714
Unemployment Claims		6,366
COVID Testing Events		18,014
Software		39,967
PPE		
General		32,709
Facilities and Equipment		128,867
Business Loan Program		50,000
CDBG Hazard (Premium) Pay	55,000	55,000
American Rescue Plan Act (ARPA) Respond to the health emergency	19,595,850	-
PPE		
General		-
Facilities and Equipment		-
Premium Pay		833,952
Revenue Loss		1,224,870
Infrastructure Investments		
Water		-
Sewer		-
Broadband		-
Total:	\$20,353,022	\$ 2,747,572

- Funds available for use.

Purpose	Awarded	Allocation			Funds		
		Budgeted	Utilized	Remaining	Received	Utilized	Remaining
American Rescue Plan Act (ARPA) Respond to the health emergency	\$19,595,850				\$ 9,797,925		
Community Programs							
PPE		\$ 55,000	\$ -	\$ 55,000			
General							
Facilities and Equipment							
Premium Pay		\$ 833,952	\$ 833,952	\$ -		\$ 833,952	
Revenue Loss		\$ 6,537,558	\$ 1,224,870	\$ 5,312,689		\$1,224,870	
Infrastructure Investments							
Water							
Sewer							
Broadband							
Unallocated		\$ 12,169,561	\$ -	\$12,169,561			
Total:	\$19,595,850	\$ 19,596,072	\$ 2,058,822	\$17,537,250	\$ 9,797,925	\$2,058,822	\$7,739,103

General Fund Quarterly Budget Review:

The table below depicts the General Fund FY22 budget status through Sept 30, 2021 and its comparison to the prior year.

City of Cumberland
FY 2022 Comparison to FY 2021 General Fund

	FY 2022			FY 2021		
	YTD Thru Sept 30	Adopted Budget	%age	YTD Thru Sept 30	Adopted Budget	%age
Revenues						
Taxes	\$ 10,780,170	\$12,611,449	85.5%	\$ 10,973,502	\$12,701,280	86.4%
Licenses & Permits	13,610	102,700	13.3%	18,033	122,900	14.7%
Intergovernmental	1,042,602	3,625,797	28.8%	553,985	3,089,824	17.9%
Charges for Services	312,331	1,624,700	19.2%	297,790	1,569,450	19.0%
Fines, Forfeitures & Interest	18,847	40,400	46.7%	12,897	59,200	21.8%
Miscellaneous	58,581	1,254,100	4.7%	51,618	982,000	5.3%
Financing Proceeds	-	4,718,304	0.0%	-	2,240,474	0.0%
Interfund Transfers	2,496,686	2,546,849	98.0%	2,539,172	2,651,374	95.8%
Total Revenue and other financing sources	14,722,827	26,524,299	55.5%	14,446,998	23,416,502	61.7%
Expenditures						
General Government	526,200	1,776,048	29.6%	367,634	1,786,435	20.6%
Public Safety	2,797,243	13,678,259	20.5%	2,477,384	11,684,675	21.2%
Public Works	490,684	2,737,782	17.9%	420,086	2,740,055	15.3%
Recreation	294,673	878,527	33.5%	303,143	708,834	42.8%
Community Dev & Housing	273,945	1,373,059	20.0%	306,224	1,359,178	22.5%
Debt Service	254,366	3,179,707	8.0%	85,922	3,097,380	2.8%
Operating Transfers	13,380	4,498,922	0.3%	130,044	1,710,223	7.6%
Total Expenditures and other financing uses	4,650,491	28,122,304	16.5%	4,090,437	23,086,780	17.7%
Surplus (Deficit)	\$ 10,072,336	\$ (1,598,005)		\$ 10,356,561	\$ 329,722	
(Creation) utilization Restricted/nonspendable fund balance		1,599,047		-	(328,067)	
Increase (Decrease) in unassigned Fund balance	\$ 10,072,336	\$ 1,042		\$ 10,356,561	\$ 1,655	

Due to the timing of most real estate taxes being invoiced once per year in July, a large surplus is typical in the first quarter. We are not overly concerned about any of the actual to budget or actual to prior year variances at this point, but we are noting the following in FY22 when compared to FY21:

Revenue

- Taxes are down \$193K compared to the same period last year. Real estate tax revenue is down year-over-year by \$199K, personal property corporate personal tax is down by \$40K, and Enterprise Zone reimbursement is down \$30K. Property tax credits are down \$55K and hotel/motel tax is up \$23K. We projected a decrease of 1.3% for real estate taxes. The expected reduction in assessable base is responsible for the real estate tax decrease. The personal property tax is likely due to a timing difference between FY22 and FY21 tax billings. The difference in the Enterprise Zone reimbursement results from the varying level of reimbursable enterprise credits in each fiscal year.
- Intergovernmental revenue is higher by \$489K. It is due to the addition of \$600K in ARPA funding and increase in highway user revenue, reduced by the reduction in state income tax received year-over-year in September.
- Financing proceeds – the new FY22 debt issuance is expected for December 2021.
- Interfund transfers –Sewer Fund Pilot is down by \$41K over the prior year due to reduced net book value resulting from an additional year of depreciation. New asset additions during FY21 did not exceed the value of depreciation.

Expenditures

- General government expenditures are higher in FY22 than during the same period last year by \$158K. This is caused by a one-time expense of \$49K forgiveness of business loans made with CARES Act funding in Department 32 City Hall, the timing differences of capital expenditures and

the timing of the LOGOS software maintenance expenditure in Department 33 IT, the timing differences of City Solicitor expenditures in Department 25 City Solicitor, the payment of premium pay, vehicle tracking software, and timing of vehicle maintenance charges in Department 51 Vehicle Maintenance, FY22 camera system upgrades in Department 71 Municipal Service Center, and city administrator recruitment costs in Department 10, City Council; reduced by the temporary vacancy in the City Administrator position in Department 12 City Administrator and the changes in the health insurance maximum funding equivalent for Department 85 Insurance, account 11601 resulting from variations and timing differences among employee enrollment or unenrollment and the billing from Cigna.

- Public Safety is up by \$320K in FY22 over FY21 primarily due to the payment of premium pay in FY22 with ARPA revenue and increased uniformed officer payroll and benefits costs in Department 40 Police.
- Public Works expenditures are up by \$71K due to the timing of posting electricity expenditures for Department 59 Street Lighting and increased expenditures for traffic control, auto and truck repairs, and payment of premium pay in FY22 with ARPA revenue in Department 56 Street Maintenance.
- Recreation expenditures represent 42.8% of the FY21 annual budget compared to 33.5% through September FY 22. During FY21, swimming pool expenses and revenue exceeded expectation for the year as we included a 50% reduction in budgeted activity due to COVID. The pool was open much more than anticipated during FY 21 which results in the higher % of budget, whereas in FY22 a reduction in budgeted activity is not present.
- Community and economic development expenditures are down by \$32K primarily due to the reduced level of neighborhood revitalization project expenditures in the first quarter of FY22 compared to FY21.
- Debt Service is \$168K greater over the prior year due to the May FY21 CDA 2014 10 and 15 year payment made in July of FY22.
- Operating transfer expenditures are lower in the first quarter of FY22 compared to FY21 due to the general fund capital project activity level and the timing of debt draws.

Health Care Claims Analysis

The claims status can fluctuate widely from month to month. It is something we monitor closely, but the earlier in the year the less concerned we are about variances. It is too early in the year to draw conclusion on expected performance.

The table below compares our FY22 YTD health care plan status to FY21. Key points are as follows:

- Through Sept 30th we have a \$228K surplus compared to \$158K last year.
- A key figure to watch is our performance ratio. The annual rates are established by estimating claims and adding a 15% “corridor” as a cushion for overages. A performance ratio of 100% indicates that we are at the expected claims rate.
- Members of the group pledge a “cross-share” that can be used to cover deficits of other members.
- Our “potential refund” is the balance after cross share which is the surplus less any anticipated cross-share.

Month	Total Deposits	Reinsurance		Net Monthly Claims Paid	CIGNA Refunds	Surplus (Deficit)	Performance Ratio	Pledged Cross		Anticipated Cross Share Needed	Balance After Cross Share
		Received	Pending					%age	Dollars		
Sep-21	996,745	-	-	792,393	23,529	227,881	88.71%	22.5%	(51,273)	(25,245)	202,636
Sep-20	1,040,001	-	113,030	999,862	4,835	158,004	97.53%	22.5%	(35,551)	(29,238)	128,766

Respectfully submitted,

Jeff Silka
City Administrator

sln

File Attachments for Item:

. Engineering Division monthly report for November, 2021

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects						November 30, 2021	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2008	05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	UPDATE - WRA received notice from CSX on 7/7/21 stating that they would no longer allow access in yard for any investigative or rehab activities. This decision was reviewed and confirmed by Alex Saar (PE in Jacksonville office) on 10/29/21. City now assessing legal route of obtaining access to site.	MDI	11/24/2021
2008	06-08-S	Interceptor Sewer to Evitts Creek Pump Station Phase IV	This is the sewer along Evitts Creek upstream of the Pump Station. Project is to evaluate existing line and determine if repair or replacement is best option.	Design	UPDATE - Engineer (GD&F) working on preliminary report, with occasional support from City. Sewer line was cameraed by USG on the week of 11/15. Results of CCTV inspection will be included in final preliminary report, expected to be delivered by end of year.	MDI	11/24/2021
2013	1-13-FPM	Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Construction	UPDATE - Carl Belt and sub-contractors have completed this project, as of 11/22/21. A few small items still need to be completed per punch list prior to payment of retainage and final project closeout.	MDI	11/24/2021
2014	04-14-WWTP	Sludge Screening Study/Design	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to revive rags in the future.	Design	NO CHANGE Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being.	RLS	4/2/2018
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	NO CHANGE - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	RLS	6/1/2017
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	NO CHANGE -This project has been turned over to Canal Place. Engineering Services for Design were received. Recommendation from the committee was to award to CEC.	RLS	8/9/2019
2015	18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Planning	NO CHANGE Project continues. Staff are taking regular scheduled stream samples for e-Coli analysis at this time. Rainy days (once a month) are the target for sampling at this time.	RJK	11/23/2021
2016	12-16-M	Baltimore Street Access Improvement - Final Design	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	Design	UPDATED - The PS&E package was resubmitted to MDOT SHA on Oct. 15th. Engineering has received review comments from the District #6 Office, but still await review comments from the other MDOT offices.	JRD	11/24/2021
2016	17-16-M	Stage Renovations at Liberty Street Stage	Replace wood stage with Concrete	Design	NO CHANGE - This project would be unnecessary if the Baltimore Street Access project is executed. The project will remain on this list until the Baltimore Street project moves to construction.	RLS	5/15/2019

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects						November 30, 2021	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2016	18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Planning	NO CHANGE - RFP for design phase of project has been prepared and will be advertised in early August. Construction phase also expected to commence in FY22.	MDI	7/22/2021
2016	19-16-S	78" Parallel Pipeline from Mill Race to CSO	78" Pipeline to CSO tank in accordance with Consent Decree	Design	NO CHANGE - Design work is on hold until further discussions are held with USACE about gaining their approval for the project. There is no schedule for completing the acquisitions at this time.	RLS	7/27/2021
2017	2-17-FPM	Flood Control Encroachment removal Project	The City as the Local Sponsor of the Flood Control Project is expected to maintain the easements along the Flood Control Project, however the area along Wills Creek and other areas were never given any comments until the Corps of Engineers standards changed. Completion of this project is necessary to allow the City to get a Satisfactory rating on its annual Flood Control Inspections.	Planning	NO CHANGE - This project has been delayed because of other work, but must be done. A tree removal project has been bid out and a contractor selected to do the work of removing trees in the encroachment area.	RLS	7/11/2018
2017	3-17-M	Route 51 Bridge 12" Waterline Replacement	Replace water line on bridge as part of SHA Bridge Deck Project	Construction	UPDATED - This work is now complete and awaiting final invoicing from MDOT SHA	RLS	11/23/2021
2017	18-17-M	Maryland Avenue Development	This is not and Engineering Project, but included here to cover future department work with the development.	Design	NO CHANGE - Phases 1 & 2 of the Cumberland Gateway project has moved into construction. The Department will support future phases for stormwater management reviews and traffic design support.	RLS	3/26/2021
2017	31-17-W	Decatur Street 24" Crosstown Water Main Replacement	Prior to designing the water main replacement a more detailed Water Model analysis of the City's system will be done to make sure the issues are being properly addressed. Design will follow.	Design	UPDATE - The project has been awarded to Carl Belt Inc, and was approved by MDE on Sept. 15, 2021. A preconstruction meeting was held on 10/5/2021. The contractor was notified that the earliest they may start receiving pipe is sometime in Nov. 2021. The contractor will need to provide a construction schedule for approval.	JRD	10/2/2021
2018	08-18-BR	Cumberland Street Bridge Replacement	This project will replace the bridge structure.	Design	UPDATE - This project is waiting on authorization from MDOT to move into the final engineering stage.	RLS	11/23/2021
2018	09-18-BR	Baltimore Street Bridge Replacement	This project will replace the bridge structure.	Design	UPDATE - The project is waiting for permits from the USACE and for some property to be acquired to allow the project to be bid.	RLS	11/23/2021
2018	22-18-M	Solid Waste and Recycling Collection	Contract documents for the FY20 garbage and recycling collection bid process	Planning	UPDATE Receiving proposals to extend the contract for FY23. Noble Environmental (Mountainview Landfill) submitted an acceptable 1-year extension. Burgmeier's Hauling was contacted to provide a proposal for hauling to Mountainview Landfill for the 1-year extension consideration. The contract allows for one more 1-year extension for FY24; to be reviewed by December 2022.	RJK	11/23/2021
2018	25-18-BR	SHA Project: Replacement of MD 51 Bridge Deck	Replace the water line under the industrial blvd bridge under a MDOT bridge rehabilitation project	Construction	Refer to project 3-17-W	RLS	10/11/2018
2018	26-18-M	Ridgeley Levee System Certification					

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects						November 30, 2021	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2018	31-18-WFP	Pine Ridge Water & PUC Rate Issues	Project involves determining a path forward regarding the supplying of PA residents with water	N/A	NO CHANGE - City staff continues to work through issues with PA regulators about water issues	RLS	1/28/2020
2018	32-18-FPM	Rehabilitation Assistance for Flood Damages to Flood Risk Management Projects	Request USACE to make repairs or provide funding to address flood control issues	Planning	NO CHANGE - The USACE has denied financial support due to the flood control being in an unacceptable condition. The City is looking to enter the SWIF program to receive aid to get financial support for construction.	RLS	10/12/2018
2018	43-18-BR	Fayette Street Bridge Replacement	This project will replace the bridge structure.	Planning	NO CHANGE - The bridge has been opened for one lane of traffic. The bridge will be replaced in the future.	RLS	2/26/2020
2018	44-18-BR	Washington Street Bridge Replacement	This project will replace the bridge structure.	Planning	NO CHANGE - Studies have been returned and subject to CSX negotiations.	RLS	8/5/2019
2019	5-19-M	Virginia Ave Lot Demolition	Remove two structures and retaining walls at 6, 8 and 10 Virginia Ave.	Construction Bidding	NO CHANGE - The grading plan has been approved by ASCD and the project has been turned over to Code Enforcement for demolition	RLS	8/5/2019
2019	7-19-WFP	Filter Building Pilot Study	Perform a study to evaluate the potential to replace current filter building with a new membrane/GAC building in the future. The City is required to perform a pilot study to validate the technology we are proposing to use.	Study	NO CHANGE - The pilot study is testing is complete and a draft of the final report has been reviewed/commented on by City Staff. Once the report is finalized, a formal report will be provided to the M&CC.	RLS	7/27/2021
2019	10-19-M	Residential Grass Mowing	Contract for mowing the residential properties within the City Limits which include blighted properties and recent demos.	Construction	NO CHANGE - Contract underway (No work through winter months)	DTG	11/23/2021
2019	11-19-M	Non Residential Grass Mowing	Contract for mowing the Commercial and Public Owned Properties within the City Limits. To include water tanks, City Hall, Public Safety and several others.	Construction	NO CHANGE - Contract underway (No work through winter months)	DTG	11/23/2021
2019	14-19-M	WWTP RMP Compliance Services	RMP Compliance for OSHA 29 CFR 1910	Planning	UPDATE Compliance work continues.	RJK	11/22/2021
2019	36-19-WWTP	Blower Building Switchgear Replacement	This project replaced the existing Blower Building Switchgear to reduce the 4160V down to 480V to improve the safety of the building and to adequately protect our equipment.	Construction	UPDATE - Contractor (S&S) has completed this project and both Switches are now fully operational. Contractor is working on finalizing items on punch list that was developed by Century Engineering. Final project closeout expected by end of year.	MDI	11/24/2021
2020	2-20-M	Frederick St Parking Garage Repairs	Repairing a spalled section of slab on grade in Frederick St parking garage, as well as looking into sealing all concrete driving surfaces	Planning	NO CHANGE - Researching proper repair systems for spalled concrete in parking garages. Working with Street Dept. to determine if city forces can make repairs.	MDI	1/24/2020
2020	6-20-S	Sanitary Sewer Lining Assessment	Performing a cost assessment on relining (CIPP) all sanitary sewer lines within city.	Planning	NO CHANGE - Based on list of "high risk" lines provided by sewer dept, have developed a preliminary cost estimate. Awaiting updated list from most recent cleaning and cameraing prior to moving forward with project.	MDI	3/30/2020
2020	9-20-M	Constitution Park Fill Disposal	Assessing potential clean fill dump sites for Public Works	Design	UPDATE - Public works dept. is nearing completion of fill placement at Site #1 (behind field). E&S site plan for site #2 (behind pool) has been completed and approved by ACSCD. This site will be prepped to receive fill in the near future.	MDI	11/1/2421

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects						November 30, 2021	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2020	11-20-WFP	Koon Dam Repairs	Concrete repairs to the dam structure (spillway and downstream face) per the annual dam inspection recommendations.	Construction	UPDATE - Belt has completed all sidewalk repairs as of 10/1/21. Sub-contractor Allegheny Restoration has completed all budgeted spillway repairs as of 11/5/21. Only approx. half of spillway repairs in original scope of work were repaired due to unforeseen issues with concrete on spillway causing early usage of all budgeted square footage. Remaining repairs will be completed in a future project. Project closeout anticipated next week.	MDI	11/24/2021
2020	12-20-RE	Long Field Upgrades - Phase 1	Improvements to Long Field Concession and Restroom area. Upgrades include electrical improvements.	Construction	NO CHANGE - Completed SourceWell contracts with Carl Belt (sitework) and S&S Electric (electrical work) on 6/9/21. Contractors waited until completion of baseball season prior to initiation of work, and will be on site in the next couple weeks. Work includes concessions and restroom upgrades as well as field work.	MDI	7/22/2021
2020	13-20-WWTP	CSO Nine Minimum Controls Annual Review	A requirement of our LTCP and NPDES Report to look at these controls annually		NO CHANGE - NMC report spring 2021; finalized in May. Met with Public Works (WW and Sewer) to update NMC language for 2022.	RJK	11/23/2021
2020	14-20-M	Carver Building Repairs	Project to repair damage to the Carver Building				
2020	16-20-M	Queen City Drive ADA Improvements	Project will include upgrading sidewalk for ADA compliance along Queen City Drive at corners of Bedford and Frederick Streets, below McMullen Bridge.	Design	NO CHANGE - Part of CDBG 5-year plan. Developing a set of bid specifications to put to bid around March 2021. Bid documents ready for final internal review.	MDI	12/21/2020
2020	17-20-WWTP	CSO Long-Term Control Plan Projects/Schedule Review	Correspondences with MDE regarding the LTCP Projects and the Consent Decree (CO) end date: October 1, 2023.	N/A	UPDATE - All jurisdictions and AquaLaw to met with MDE on the CO extension process on November 5, 2021. MDE requires a letter with the official request and supporting documentation as next step. This Letter was sent November	RJK	11/23/2021
2020	29-20-S	Locust Grove Force Main & LaVale Water Main Replacement	Joint project between Allegany County Public Works & LaVale Sanitary Commission to replace the force main from the new Locust Grove Pump Station and replace water main to LaVale.		NEW -		
2020	30-20-SWM	Grow West Facility Expansion	SWM Review for proposed expansion of Grow West MD Facility @ the industrial park.	Construction	NO CHANGE - Contractor continues construction of expansion. City monitoring SWM situation at incomplete stage, as rainwater collection tanks have not been installed.	MDI	10/8/2021
2021	2-21-WWTP	Influent Screening System Upgrade	Design and replacement of a new influent screening system at the headworks of the WWTP.	Design	NO CHANGE - Low bidder for design services phase of project was Gwin Dobson and Foreman, at a price of \$70,000. Kickoff meeting was held on 5/19/21. Engineer expects to have engineering report completed by early November.	MDI	10/8/2021
2021	4-21-W	Route 220 20" Water Main Replacement	Project to replace the 20" water main in Route 220. The water line from I-68 to the State Prison is currently owned by the City. Discussion are being held between the City and County to partner on the project or transfer the asset to the County.	Planning	NO CHANGE - This project is in the planning stages in conjunction with Allegany County.	RLS	4/21/2021

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects						November 30, 2021	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2021	6-21-RE	Constitution Park Wading Pool Filter Renovation	Replace the cracked filter and other improvements to the mechanical building equipment for the wading pool.		NEW -		
2021	7-21-WFP	2021 ECWC Watershed Timber Sale	2021 ECWC Watershed Timber Sale		NO CHANGE - The timber sale bids have been returned and an award issued to American Hardwood Industries.	RLS	7/27/2021
2021	8-21-WWTP	SCADA System Integration	Solicit bids for a qualified Industrial Control System Integrator to complete the Water/Wastewater SCADA System integration.		NO CHANGE - This is a project to secure integrator services to support both the Water Filtration Plant and Water Reclamation Facilities	RLS	4/21/2021
2021	9-21-M	Municipal Service Center Security Fence	Installation of a security fence at the Municipal Service Center	Construction	UPDATE - Submittals have been approved, and material for this project has been ordered by Long Fence. We are currently waiting for an update that gives us a firmer ETA in terms of when the materials will be available.	JAT	11/24/2021
2021	10-21-M	Undocumented Rights-of-Way	Decide how undocumented rights-of-way should be dedicated and what form of dedication is need to prevent the rights-of-ways from accidentally being sold.	Study	UPDATE - A layer has been created in GIS that can be used to track the undocument rights-of-way.	JRD	11/24/2021
2021	12-21-WWTP	Industrial Pretreatment USPI CWT Organics Permit Application	An application to discharge industrial wastewater as a Centralized Waste Treatment facility (Categorical Permit request by existing Significant Industrial User USPI)	Planning	COMPLETE - Permit issued to USPI, effective date was November 22, 2021.	RJK	11/23/2021
	13-21-W	Fayette Street Water Main Replacement and Street Repair	Replacement of watermain in Fayette Street from Allegany Street to Luteman Road, and the repair/repaving of the street as needed.	Construction	UPDATE - Project required development of an ESC Site Plan and SOW. These were created and approved by ACSD and MDE on 10/14/21. Construction (using City forces) began on 10/18/21. Project will take multiple months to complete.	MDI	10/22/2021
2021	14-21-RE	Constitution Park Splash Pad	The installation of a splash pad and surrounding recreational area in Constitution Park.	Planning	NO CHANGE - A potential site for the splash pad at the pool was approved by M&CC. Engineering has been in contact with Sparks@Play to discuss design considerations for both the splash pad, demolition of the pool deck, and other needed preparations for the work. Currently seeking guidance from the steering committee & M&CC regarding what splash pad equipment/look we want for this project.	JAT	10/4/2021
2021	15-21-W	WATER DISTRIBUTION ANALYSIS and CIP UPDATE 2021	Water system engineering analysis, updated CIP recommendations, particularly concerning the Fort Hill Reservoir, and Asset Management Info for pump stations, PRV Stations and water tanks.	Planning	NEW - The EADS Group, Inc. was awarded the bid on 11/16/21. Kickoff meeting will be held on 12/1/21.	DTG	11/23/2021

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects						November 30, 2021	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2021	16-21-M	Downtown ADA Improvements	This project includes the replacement of the curb ramps for compliance with the latest ADA requirements at the following locations: Baltimore/Mechanic intersection on the southwest and northwest corners, Liberty/Dexter intersection at the southeast and southwest corners, Centre/Dexter intersection at the southeast and southwest corners, and Centre/Fredrick intersection on the northeastern side.	Planning	NO CHANGE - This is a new Project, a preliminary cost estimate will need to be developed in order to determine the amount of funding needed.	JRD	10/5/2021
2021	19-21-M	South Street ADA Improvements	This project includes the replacement of curb ramps for compliance with the latest ADA requirements along South Street between Oldtown Road and Industrial Boulevard.	Design	UPDATE - Engineering continues to make progress on the drawings and specifications for this project. Currently working out specifics on a few of the more complicated ADA ramps on South/First and South/Second Streets and associated specifications and details needed for those areas.	JAT	11/24/2021
2021	20-21-M	Engineering Database Migration	This project will implement the migration of data from the Engineering Department's drawing database and project database to the Laserfiche document management system including the transfer of the scanned images of the Department's drawings from the file server into Laserfiche and the collection of additional metadata for each image.	Planning	UPDATE - Working with MCCi (the City's Laserfiche consultant), in consultation with Engineering Dept. and the IT Dept., has developed a custom metadata template and a custom form to assist the Engineering Dept with migrating scanned images of the Engineering drawings into Laserfiche. The new template and form are currently being tested by the Engineering Department. In the near future Engineering, IT, and MCCi will be working together to create a replacement for the Engineering Project Index database in Laserfiche.	JRD	11/24/2021
2021	21-21-WFP	Water Allocation Permit Renewal PA DEP	The Water Allocation Permit is required to be renewed every 25 years. The City will use Gwin, Dobson and Foreman to work through the permit and establish how much flow we can pull from the reservoirs.	Permitting	NEW -		
2021	22-21-P	General City Paving	This project paved Merchants Alley Parking Lot (Mill/Patch/Overlay) and Kelly Road along the southern face of the Grow West Facility (Full Depth reconstruct)	Construction	NEW - Merchants Alley Parking Lot has been repaved, and portion of Kelly Road is south of the Grow West Facility is currently receiving the full depth reconstruction.	JRD	11/24/2021
2021	23-21-WFP	2021 Lake Koon and Gordon Annual Dam Inspection	Project to inspect the Dams per PADEP requirements	Inspection	NEW - Annual PA dam inspections conducted by EADS was completed on 11/10/2021.	MDI	11/24/2021
2021	26-21-FPM	Removal of Potomac Industrial Dam at Blue Bridge	Project to remove the industrial dam in the Potomac River under the Blue Bridge to Ridgeley. Water & Land Solutions will be setting up a private commercial mitigation bank to fund construction. This project is related City Project 9-15-M	Planning	NEW -		

City of Cumberland, Maryland

Engineering Division - Monthly Report

Capital Projects						November 30, 2021	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2021	27-21-T	Maryland Ave & Williams St Traffic Study	Study to investigate the potential realignment of Maryland Avenue at its intersection with Williams Street for future development in the Rolling Mill area. BBA performed the study using CAMPO funding.	Study	NEW -		
2021	28-21-M	Municipal Service Center Pole Building	Project to construct a Pole Building at the MSC to store equipment.	Design	NEW - Engineering is in the process of compiling specifications and design drawings for this project.	JAT	11/24/2021
2021	30-21-M	Sustainable Communities Program Renewal	Sustainable Communities Program Renewal documentation. The program allows the City to access grant sources and is required to be updated every 5 years.	Planning	NEW -		

City of Cumberland, Maryland

Engineering Division - Monthly Report

Program Projects Update							November 30, 2021
Order	Department	Program/Project Name	Description	Phase	Comments	Updated By	Date of Update
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	UPDATE Outreach to residents; monthly articles in the Times-News and Facebook.	RJK	23-Nov-21
	PUBLIC WORKS	Solid Waste Management Board	County Board for planning and discussion of County-wide recycling and solid waste issues	Ongoing	NO CHANGE Merger of Waste Management with Advanced Disposal was announced on Friday October 30, 2020. GFL owned Mountainview Landfill as part of the merger divestiture. Now Noble Environmental owns now <i>Mountainview Landfill</i> . <i>Mountainview Landfill is open at least 1 more contract year (Noble provided a contract extension request for FY23).</i> <i>Awaiting FY23 contract extension price proposal from Burgmeier's Hauling.</i> <i>FY24 1-year contract extension years to resume Fall 2022.</i>	RJK	23-Nov-21
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs) permitted under this Ordinance. Program may also regulate non-significant users that pose a threat or cause problems to the system or POTW.	Regulatory	UPDATE Received a CWT Permit Application from USPI May 27, 2021. CWT Permit issued November 22, 2021. FCI inspection took place November 17.	RJK	23-Nov-21

City of Cumberland, Maryland

Engineering Division - Monthly Report

Program Projects Update							November 30, 2021
Order	Department	Program/Project Name	Description	Phase	Comments	Updated By	Date of Update
	WWTP	POTW NPDES Permit	Requirements for compliance	Annual/As Needed	<p>NO CHANGE - Renewal application mailed June 1, 2018. Permit expires April 2020. MDE conference call took place on July 7, 2020. Draft permit received July 27th. Second DRAFT received on September 1st, with conference call taken place September 21 in regards to finalized language.</p> <p>Draft Permit reviewed by EPA in November; comments by EPA to MDE have triggered further drafting of sections of the Permit pertaining to primarily to the CSO program.</p> <p>City has retained the services of AquaLaw, specializing in wastewater regulatory/permit reviews and legal counsel. AquaLaw will participate in reviewing the next draft of the permit, any revisions that follow and the final permit; in the best interest of the City.</p> <p>Anticipated issue date: unknown at this time.</p>	RJK	23-Nov-21
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	NO CHANGE The next semi-annual report mailed by January 10, 2022. Currently the Consent Decree expires April 2023.	RJK	23-Nov-21
	WFP	NPDES Permit	Requirements for compliance		NO CHANGE	RJK	23-Nov-21
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.	Quarterly	UPDATE October meeting to took place on 10/21; in-person meeting at Cumberland Valley Township Building, Centerville, PA	RJK	23-Nov-21

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

File Attachments for Item:

. Maintenance Division monthly report for October 2021

MAINTENANCE DIVISION REPORT
October 2021

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

City Forester Report

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

- **POTHOLES AND COMPLAINTS**
 - Patched potholes on 35 streets and 2 alleys using 16.5 tons of hot mix asphalt
- **UTILITY HOLES**
 - Performed repairs of 6 Water Dept. utility holes (23.5 tons of hot mix asphalt)
 - Performed repairs of 3 Sewer Dept. utility holes (6.5 tons of hot mix asphalt)
- **TRAFFIC CONTROL SIGNS/STREET NAME SIGNS/HANDICAP PARKING SIGNS**
 - Repaired 2 Street Name signs
 - Removed 2 Street Name signs
 - Installed 2 Street Name signs
 - Installed 2 Traffic Control signs
 - Repaired 2 Traffic Control signs
 - Installed 3 Handicap Parking signs
 - Removed 20 Handicap Parking signs
- **STREET SWEEPING**
 - 44 Loads
 - 473 miles
- **MISCELLANEOUS**
 - Completed 87 Work Orders
 - Cleaned Underpass, McMullen Bridge, Washington St. Bridge, Fayette St. Bridge, Cumberland St. Bridge 5 times.
 - Picked up 7 dead animals
 - Picked up trash/discarded items on 2 occasions
 - Cleaned Municipal Center shop twice a week
 - Worked with Allegany County Roads Dept. during chip/seal project
 - Set out traffic control for Great Allegany Run, Halloween Parade & Homecoming Game
 - Performed preventative maintenance on loader
 - Prepared leaf machine & trucks to begin leaf pickup in November

STREET MAINTENANCE - OCTOBER 2021		Oct. 1	Oct. 4-8	Oct. 12-15	Oct.18-22	Oct. 25-29	TOTAL
SERVICE REQUEST COMPLETED		4	36	30	8	9	87
PAVING PERFORMED	Tons						0
CONCRETE WORK	Cy						0
UTILITY HOLES REPAIRED	Water			3	2	1	6
	Sewer				2	1	3
	Cy						0
	Tons			4t	16t	10t	30t
POTHoles FILLED	Streets		23	10		2	35
	Alleys			2			2
	Days		3	3		1	7
	Cold Mix						0
	Tons		7t	7.5t		2t	16.5t
PERMANENT PATCH	Cy						0
	Tons		3.5t	5t			8.5t
COMPLAINTS COMPLETED							0
	Cy						0
	Tons						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED			3		1		4
STREET NAME SIGNS REPAIRED/INSTALLED			2	2			4
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
					3		3
			2		18		20
PAINTING PERFORMED	Blue		1		3		4
	Yellow						0
	Red				2		2
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	Loads	1	13	6	10	14	44
	Miles	20	150	80	100	123	473
SWEEPER DUMPS HAULED TO LANDFILL	Tons		18.16t			7.6t	25.76t
STREET MILLING	Days						0
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1	1	5
SALT BARRELS	Days						0
SNOW REMOVAL	Days						0
CLEAN SNOW EQUIPMENT	Days						0
SHOVEL & SALT SIDEWALKS	Days						0
BRUSH REMOVAL/TREE WORK	Areas	3	13	14	4	5	39
CHECK DRAINS/CLEAR DEBRIS	Days						0
STREET TRACTOR MOWING	Days		1				1
LEAF PICK UP	Loads						0

Picked up trash/discarded furniture on 2 occasions

Picked up 7 dead animals

Worked with Allegany County Roads Dept. during chip/seal project on West Side

Set out traffic control, cones, No Parking signs for Great Allegany Run, Halloween Parade, Homecoming Game

Performed preventative maintenance and cleaned Loader @ Municipal Center

Prepared leaf machine and trucks to begin leaf pickup in November

Cleaned Municipal Center shop twice a week

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

- Constitution Park, Mason's Complex and Area Parklets
 - Cleaned up garbage 3 times a week

- Parks & Parklets Mowing
 - Constitution Park
 - Mowed 14 days
 - Mason's Complex
 - Mowed 12 days
 - Parklets
 - Mowed 13 days

- Ball Fields
 - Flynn Field
 - Mowed 1 time
 - Northcraft Field
 - Mowed 2 times
 - Nonneman Field
 - Mowed 3 times
 - Cavanaugh Field
 - Mowed 3 times
 - Drug 1 time
 - Lined 3 times
 - Abrams Field
 - Mowed 3 times
 - Lined 1 time
 - Long Field
 - Mowed 2 times
 - JC Field
 - Mowed 3 times
 - Bowers Fields
 - Mowed 2 times
 - Lined 2 times (football)

- Galaxy Field
 - Mowed 3 times
 - Lined 5 times
- United Field
 - Mowed 1 time
- Nonneman Soccer Field
 - Lined 5 times
- Nonneman Junior Soccer Field
 - Lined 5 times
- Northcraft Peewee Soccer Field
 - Lined 5 times
- Pistol Range
 - Mowed 3 times
 - Lined 2 times

■ Miscellaneous Work

- Performed basic housekeeping @ Municipal Building
- Cleaned & disinfected the Craft House & Activities Building several times
- Performed preventative maintenance on mowers, trimmers & blowers
- Prepared feed & bedding for ducks & geese @ the Duck Pond
- Cleaned & performed preventative maintenance on Park & Rec vehicles
- Made repairs to bathrooms @ Mason's Complex & Constitution Park
- Cleaned up graffiti and fixed vandalized equipment @ Constitution Park, Mason's Complex, JC Field
- Worked OT on weekends for trash pick-up, pavilion readiness & concerts
- Worked OT for Halloween Parade
- Worked OT for Drive-thru Trick or Treating Event @ Constitution Park

**Fleet Maintenance
October 2021**

Total Fleet Maintenance Projects	148
Central Services	4
Code Enforcement	0
DDC	0
Engineering	2
Fire	18
Flood	4
Municipal Parking	1
P & R Maintenance	2
Police	15
Public Works	0
Sewer	12
Snow Removal	16
Street Maintenance	28
Vehicle Maintenance	24
Water Distribution	8
Water Filtration	0
WWTP	0
Scheduled Preventive Maintenance	11
Field Service Calls	3
 Total Work Orders Submitted	 12
 Risk Management Claims	 0
 Fork Lift Inspections	 1

**CITY FORESTER REPORT
MONTHLY REPORT
OCTOBER 2021**

Shade Tree Commission Meeting – Coordinated and attended the Shade Tree Commission's October Meeting on October 12, 2021.

Evitts Creek Steering Committee Meeting – Attended the Evitts Creek Steering Committee meeting on October 20th.

October Tree Removals and Prunings – Coordinated with Jason to have Blaine to remove 32 trees and Prune 83 trees in October.

October Tree Complaints and Tree Issues – Resolved and/or addressed 57 tree complaints and tree issues in October.

Downtown Mall Christmas Tree – Assisted Blaine Bender with locating a Christmas tree for the downtown mall.

Fall 2021 Tree Planting – Planted 20 street trees this fall for a total of 32 trees for 2021.

Let's Beautify Cumberland – Assisted LBC with placing their spring 2022 flower bulb order.

Bee City USA - Met with Ben Cooper, President of the Allegheny Mountain Beekeepers Association, to discuss project sites for the Bee City USA projects.

File Attachments for Item:

1. Approval of the Closed Session Minutes of August 17, 2021, and the Regular Session Minutes of September 7, 2021

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, August 17, 2021; 6:00 p.m.

The Mayor and City Council convened in open session at 6:00 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (3) of the General Provisions Article of the Annotated Code of Maryland to discuss the potential acquisition of a property located along Messick Road.

MOTION: Motion to enter into Closed Session was made by Council Member Frazier, seconded by Council Member Bernard, and was passed on a vote of 5-0.

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

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



Mayor and City Council of Cumberland

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

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

MINUTES

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

DATE: September 07, 2021

I. CLOSED SESSION

1. 5:30 p.m. - Convene in open session for the purpose of closing the meeting to discuss letters of interest received for the vacant city council seat, as provided for by Section 3-305 (b) (1) of the General Provision's Article of the Annotated Code of Maryland
2. Closed session

II. OPEN SESSION

1. 6:15 p.m. - Reconvene into open session

III. Pledge of Allegiance

IV. Roll Call

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

Also Present: Ken Tressler, Interim City Administrator; Michael S. Cohen, City Solicitor; Marjorie A. Woodring, City Clerk;

V. Statement of Closed Meeting

1. Summary Statement of Closed Meetings

Mayor Morriss announced that closed sessions had been held August 31, 2021 at 5:00 p.m. and September 7, 2021 at 5:15 p.m. and read into the record summaries of those sessions which are attached hereto and made a part of these minutes as required under Section 3-306 (c)(2) of the General Provisions Article of the Annotated Code of Maryland.

VI. Presentations

1. Recognition of Firefighter Isaiah Carrington, Firefighter Nathaniel Snyder, and Firefighter Samuel Martin upon their successful completion of the Firefighter Recruit Training approved by the Maryland Fire and Rescue Institute.

Interim Fire Chief Shannon Adams introduced and recognized each firefighter and provided background on the course at the academy that each completed. He noted that each firefighter had already had EMT training. The Chief advised that Captain Cody Pearce led the training, assisted by Interim Captain Doug Beitzel, Captain Vince Pyle, Battalion Chief Sam Wilson, and Captain Chris Ratliff, with Fire Administrative Officer Julie Davis keeping it all together. Chief Adams introduced the firefighters, their family members and friends in attendance, and provided some background on each firefighter. Mayor Morriss presented each firefighter with their badge and certificate, and family members pinned the badges on for completion of the academy.

VII. Director's Reports

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

1. Maintenance Division monthly report for July, 2021

VIII. Approval of Minutes

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

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

IX. New Business

(A) Ordinances

1. **Ordinance 3896** (*1st reading*) - to repeal and reenact with amendments Article II of Chapter 14 pertaining to noise nuisances.

Mr. Cohen advised that this ordinance rewrites the City's noise nuisance provisions, and moves away from subjective standards that are currently in the code, and provides objective standards that can be enforced, which are measurable by decibels. He added that this ordinance also contains provisions relative to shooting ranges.

FIRST READING: The ordinance was presented in title only for its first reading.

Motion to approve the first reading and table until next meeting was made by Councilman Bernard, seconded by Councilman Frazier, and was passed on a vote of 5-0.

2. **Ordinance 3897** (*1st reading*) - amending Section 11-93 of the City Code to except indoor shooting ranges from the general prohibition against the discharge of firearms in the city.

Mr. Cohen advised that this ordinance enables shooting ranges to be excepted from the prohibition in place currently against firing guns in the City.

FIRST READING: The ordinance was presented in title only for its first reading.
Motion to approve the first reading and table until next meeting was made by Councilman Bernard, seconded by Councilman Frazier, and was passed on a vote of 5-0.

3. **Ordinance 3898** (*1st reading*) - authorizing execution of a deed to convey surplus property at 455 Baltimore Avenue to Andrea C. Moore for the amount of \$3,111 with terms included to cause the property to revert back to the City should certain terms for rehabilitation not be met.

Mr. Tressler advised that this ordinance includes terms to cause the property to revert back to the City should certain terms for rehabilitation not be met. He added that this was a property that was acquired and bid in Round II of the City's recent surplus property sales, and it being a rehab-able property is the reason for the reverter clause.

FIRST READING: The ordinance was presented in title only for its first reading.
Motion to approve the first reading and table until next meeting was made by Councilman Bernard, seconded by Councilman Frazier, and was passed on a vote of 5-0.

4. **Ordinance 3899** (*1st reading*) - authorizing execution of a deed to convey surplus property at 424 Goethe Street to Sandesh Sreenivas for the amount of \$1,200 with terms included to cause the property to revert back to the City should certain terms for rehabilitation not be met.

Mr. Tressler advised that this property also includes the reverter clause should certain terms for rehabilitation not be met.

FIRST READING: The ordinance was presented in title only for its first reading.
Motion to approve the first reading and table until next meeting was made by Councilman Bernard, seconded by Councilwoman Marchini, and was passed on a vote of 5-0.

X. (B) Orders (Consent Agenda)

Mr. Tressler reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. Motion to approve each item was made by Councilman Bernard, seconded by Councilwoman Marchini, and was passed on a vote of 5-0.

Order 26,863 - granting a residential Special Taxing District exemption of \$372.59 to Robert and Rosario Chevez for 47 Baltimore Street for the tax years 2020-2021; and \$640.16 to JoAnn Circosta for 107 S. Centre Street for the tax years 2021-2022.

Mr. Tressler advised that these STD exemptions are for the residential exemption relative to property in the special taxing district downtown, and are done every year.

Order 26,864 - declaring certain computer equipment to be surplus property (3 Samsung 50" plasma monitors, and 1 Samsung 42" plasma monitor) and authorizing them to be scrapped or e-cycled.

Mr. Tressler advised that this is the old equipment that used to be in the Council Chambers, and has been replaced.

Order 26,865 declaring a 1990 580K Backhoe (VIN: G0028571) surplus and authorizing it for scrap, sale or trade-in.

Order 26,866 - authorizing execution of a Memorandum of Understanding with the Allegany County Board of Elections outlining terms for their use of the City Hall Council Chambers as an alternate election office during peak election periods in the event of an emergency, effective July 1, 2021.

Order 26,867 - authorizing the City Solicitor and the City's opioid case attorneys to cast bankruptcy plan ballots for plan approvals and rejections, as recommended by the City's attorneys.

Mr. Tressler advised that the City is a participant in class action lawsuits against several big pharma companies, with settlements from individual companies, and this order authorizes the City Solicitor to cast votes.

Order 26,868 - accepting a \$25,000 award from the Certified Local Government Sub-grant for the purpose of completing a Preservation Plan. Matching funds in the amount of \$25,000 have been budgeted for this project in the General Fund.

Mr. Tressler advised that this plan will serve as an information document pertaining to property improvements in the Historic District.

Order 26,869 - approving the Evitts Creek Water Company's (ECWC) execution of a Public Access Program Cooperative Agreement with the PA Game Commission (PAC) providing terms by which ECWC land is made available to public use for hunting and, in exchange, the PAC patrols the land, provides law enforcement, and is granted certain right of entry and wildlife and habitat development rights.

Mr. Tressler advised that this order will allow hunting on the watershed lands and will also give the PA Game Commission access to provide law enforcement to monitor that activity. He added that this is a renewal of an agreement the City has had for years.

Order 26,870 - authorizing execution of a Donation Agreement with Paula J. Barney and Donald T. Barney regarding the donation of 471 Goethe Street to the City.

XI. Public Comments

Ron Lyttle, Chairman of the African-American Historical Association of Western MD, advised that last year they had the privilege consult with Council members, who allowed them to have a painting exhibit at City Hall. He said he is asking once again, this time to allow them to have an African-American quilt exhibit to be on display for a month or two. He also brought with him a painting of 9-11 that he offered to the City to be put on display. Mayor Morriss advised that he has seen the painting and said it was absolutely beautiful, and it will be on display here until Mr. Lyttle is ready to pick it up.

Mike McKay, Delegate, asked about Ordinance 3896 regarding noise nuisances, saying a good question for the Solicitor is how will the City determine decibels, as the State no longer has

access to the “boxes” that you would normally send out to pick up those noises. He also discussed the opioid bankruptcy plan, and wanted to go on record to let the M&CC know that there is a lot of money being offered, and said he doesn’t think the City should accept it until the State determines that at least 80% of it comes to municipalities and counties, with the State of MD receiving 20%. Mr. McKay also wanted to say thank you to Councilman Bernard on behalf of the Delegation, and thanking him as a citizen of the City of Cumberland.

Councilman Bernard read a prepared statement, and discussed the last pay raise the M&CC received was in 1981. He stated that over the last several decades, most elected officials have been retired persons, and said for a diverse council, candidates need to be attracted from all realms, and said to get a fresh perspective from the younger generation is just as valuable as experience. He said the Council’s stipend is less than \$4/hour only if they work 20 hours per week, and added that the Mayor’s stipend is less than minimum wage based on the amount of time put in. To that end, Mr. Bernard made a motion:

Motion: to direct the Citizen Advisory Commission on Salaries and Benefits to evaluate M&CC compensation immediately with the understanding that an individual’s pay increase would not begin until their current term has expired.

Councilman Frazier seconded.

There was discussion among Council about what the County Commissioners make, and about attracting a more diverse group of people for Council. Mayor Morriss said it seems to be the time for this, and said Council makes a good point about making an effort to attract quality people to perform work and get paid accordingly.

The Mayor and Council thanked Mr. Bernard, saying it had been a pleasure to work with him.

All public comments are limited to 5 minutes per person

XII. Adjournment

With no further business at hand, the meeting adjourned at 7:01 p.m.

Minutes Approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

File Attachments for Item:

1. Ordinance 3907 (*2nd and 3rd readings*) - authorizing the issuance and sale of General Obligation Bonds in the total amount not to exceed \$2,066,664 for the purpose of financing, reimbursing, or refinancing costs of the Decatur Street Waterline Project

ORDINANCE NO. 3907

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED

AN ORDINANCE TO AUTHORIZE AND EMPOWER MAYOR AND CITY COUNCIL OF CUMBERLAND (THE “CITY”), FOR THE PUBLIC PURPOSE OF FINANCING, REIMBURSING OR REFINANCING COSTS OF A PROJECT THAT THE CITY GENERALLY REFERS TO AS THE DECATUR ST WATERLINE PROJECT AND RELATED COSTS AS PROVIDED HEREIN, TO ISSUE AND SELL FROM TIME TO TIME, UPON ITS FULL FAITH AND CREDIT, ONE OR MORE SERIES OF (1)(A) GENERAL OBLIGATION BONDS AND (B) GENERAL OBLIGATION BOND ANTICIPATION NOTES, EACH IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,066,664, AND (2) GENERAL OBLIGATION REFUNDING BONDS, PROVIDED THAT THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF ANY SERIES OF REFUNDING BONDS SHALL NOT EXCEED ONE HUNDRED THIRTY PERCENT (130%) OF THE AGGREGATE PRINCIPAL AMOUNT OF THE BONDS REFUNDED THEREFROM; DETERMINING THAT ANY SUCH SERIES OF BONDS BE SOLD TO THE MARYLAND WATER QUALITY FINANCING ADMINISTRATION (THE “ADMINISTRATION”) BY PRIVATE SALE, WITHOUT PUBLIC BIDDING; AUTHORIZING THE APPROVAL BY RESOLUTION OF ONE OR MORE LOAN AGREEMENTS WITH THE ADMINISTRATION AND, WITH RESPECT TO ANY SUCH LOAN AGREEMENT, ACKNOWLEDGING THE ADMINISTRATION’S RIGHTS THEREUNDER; MAKING A PLEDGE OF CERTAIN REVENUES RECEIVABLE FROM THE STATE OF MARYLAND, AND ACKNOWLEDGING CERTAIN PAYMENT RESPONSIBILITIES OF THE CITY;

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PROVIDING THAT THE MAYOR AND CITY COUNCIL BY RESOLUTION SHALL DETERMINE OR PROVIDE FOR CERTAIN DETAILS OF ANY SUCH SERIES OF GENERAL OBLIGATION BONDS, BOND ANTICIPATION NOTES OR REFUNDING BONDS (EACH, A "SERIES OF OBLIGATIONS" OR "OBLIGATIONS"), INCLUDING WITH RESPECT TO ANY DEBT SERVICE RESERVE ACCOUNT REQUIRED BY THE ADMINISTRATION; PROVIDING THAT ANY SUCH SERIES OF GENERAL OBLIGATION BOND ANTICIPATION NOTES OR REFUNDING BONDS WILL BE SOLD BY PRIVATE SALE UNLESS THE MAYOR AND CITY COUNCIL BY RESOLUTION DETERMINES OTHERWISE; PLEDGING THE CITY'S FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER TO PAYMENT OF ANY SUCH OBLIGATIONS AND PROVIDING FOR THE IMPOSITION OF AD VALOREM TAXES UPON ALL REAL AND PERSONAL PROPERTY WITHIN THE CITY SUBJECT TO ASSESSMENT FOR UNLIMITED MUNICIPAL TAXATION TO PAY ANY SUCH OBLIGATIONS; IDENTIFYING OR PROVIDING FOR THE DETERMINATION OF THE SOURCES FROM WHICH DEBT SERVICE ON ANY SUCH SERIES OF OBLIGATIONS WILL BE PAYABLE IN THE FIRST INSTANCE; AUTHORIZING THE MAYOR AND CITY COUNCIL BY RESOLUTION TO PROVIDE FOR POST-CLOSING MODIFICATIONS AFFECTING ANY SERIES OF BONDS OR REFUNDING BONDS ISSUED TO THE ADMINISTRATION; PROVIDING THAT CERTAIN ACTIONS MAY BE TAKEN OR PROVIDED FOR BY RESOLUTION IN CONNECTION WITH THE REISSUANCE OF ANY OF THE OBLIGATIONS; PROVIDING THAT ANY OBLIGATIONS MAY BE CONSOLIDATED WITH OTHER OBLIGATIONS OF THE CITY; AUTHORIZING OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE

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CERTAIN ACTIONS IN CONNECTION WITH THE OBLIGATIONS, INCLUDING AS MAY BE DELEGATED BY THE MAYOR AND CITY COUNCIL BY RESOLUTION; PROVIDING THAT THIS TITLE CONSTITUTES A FAIR SUMMARY OF THIS ORDINANCE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE GENERALLY RELATING TO THE SALE, ISSUANCE, DELIVERY AND PAYMENT OF AND FOR ANY SUCH SERIES OF OBLIGATIONS.

RECITALS

1. Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland and a municipality within the meaning of the Enabling Act, the Bond Anticipation Note Act and the Refunding Act identified below (the “City”), is authorized and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Enabling Act”), and Sections 81 and 82A of the Charter of the City of Cumberland, as replaced, supplemented or amended (the “Charter”), to borrow money for any proper public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds.

2. The City has determined to undertake activities relating to a project that the City generally refers to as the Decatur St Waterline Project that involves the replacement of aging water lines along Decatur and Davidson Streets and other locations within the City (the “Project”), and in connection with such activities and Project, to acquire or pay for, as applicable, necessary property rights and equipment, related site and utility improvements (including, without limitation, paving, repaving, curb, gutter and sidewalk replacements/improvements), and related architectural, engineering, planning, design, document development, bidding, demolition, razing,

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removal, acquisition, construction, improvement, installation, modification, renovation, reconstruction, rehabilitation, equipping, inspection, construction management, financial, legal and administrative expenses, costs of related activities, improvements and appurtenances, and costs of activities related to any of the foregoing, and has determined to borrow money for the public purpose of financing, reimbursing or refinancing all or a portion of the costs of any components of such activities, together with, to the extent determined by the Mayor and City Council, the governing body of the City (the “Mayor and City Council”), by resolution, costs of issuance of any borrowing therefor (collectively, “Costs of the Project”), by issuing one or more series of its general obligation bonds.

3. The federal Safe Drinking Water Act, as amended (the “Safe Drinking Water Act”), authorizes the U.S. Environmental Protection Agency (the “EPA”) to award grants to qualifying states to establish and capitalize drinking water treatment revolving loan funds (“SRFs”) for the purpose of providing loans and certain other forms of financial assistance to finance, among other things, the construction and improvement of publicly-owned and privately-owned water supply systems.

4. As contemplated by the Safe Drinking Water Act, the General Assembly of Maryland has amended the Maryland Water Quality Financing Administration Act, codified at Sections 9-1601 through 9-1622, inclusive, of the Environment Article of the Annotated Code of Maryland (as replaced, supplemented or amended, the “MWQFA Act”), establishing an SRF designated the Maryland Drinking Water Revolving Loan Fund (the “Fund”) to be maintained and administered by the Maryland Water Quality Financing Administration (the “Administration”).

5. The MWQFA Act authorizes the Administration, among other things, to make a loan from the Fund to a “local government” (as defined in the MWQFA Act) for the purpose of

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financing or refinancing all or a portion of the cost of a “water supply system” project (as defined in the MWQFA Act).

6. The City is a “local government” within the meaning of the MWQFA Act, the Project is a “water supply system” project within the meaning of the MWQFA Act, and the City has applied to the Administration for a loan or loans from the Fund for Project purposes.

7. The MWQFA Act authorizes a local government to issue one or more bonds, notes or other evidences of obligation (each, a “loan obligation” as defined in the MWQFA Act) to evidence its indebtedness under a loan agreement with respect to a loan from the Administration, to sell any such bond, note or other evidence of obligation to the Administration at private sale, without public bidding, and to establish a dedicated source of revenues for repayment of such loan.

8. Pursuant to the authority of the MWQFA Act, the Enabling Act, Sections 81 and 82A of the Charter and any other applicable law, the City has determined to borrow money from the Administration for the public purpose of financing, reimbursing or refinancing Costs of the Project or such components of Costs of the Project as the Administration shall approve.

9. In connection with the issuance and sale of any series of the general obligation bonds contemplated hereby, and pursuant to the MWQFA Act, the City will enter into one or more loan agreements with the Administration.

10. As of the date of introduction of this Ordinance, the Administration has advised that it currently anticipates making the City two separate loans for Project purposes, (i) one such loan to be evidenced by the issuance by the City to the Administration of a series of bonds in the form of a single general obligation installment bond, the interest on which will be excludable from gross income for federal income tax purposes, and (ii) the other such loan to be evidenced by the issuance by the City to the Administration of a series of bonds in the form of a single general obligation bond the

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payment of which is subject to forgiveness as described herein and any interest on which will not be excludable from gross income for federal income tax purposes; provided that, the final structure of any such financing (including, without limitation, the final original principal amount of any series of bonds) and the tax status of interest payable on any such series of bonds issued by the City to the Administration shall be determined by the Mayor and City Council by resolution as provided for in the Charter and this Ordinance.

11. Prior to issuing any such series of bonds to the Administration, the City may need to obtain interim financing in order to finance Costs of the Project on a timely basis through the issuance of one or more series of its general obligation bond anticipation notes pursuant to the authority of Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Bond Anticipation Note Act”), and the Charter.

12. Subsequent to the issuance to the Administration of any series of bonds provided for herein, the City may desire to currently refund or advance refund all or a portion of such series of bonds pursuant to the authority of Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Refunding Act”).

13. The City has determined to pledge its full faith and credit and unlimited taxing power to the prompt payment of debt service on any such series of bonds, bond anticipation notes or refunding bonds contemplated hereby.

14. The City expects to pay the principal of, and interest on, as applicable, any such bonds, bond anticipation notes or refunding bonds in the first instance from revenues received by the City in connection with the operation of the water supply system serving the City and surrounding areas (referred to herein as the “water supply system”), including fees for use of or connection to such

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system and, to the extent required by the purchaser of any such series of obligations, from revenues received by the City in connection with the operation of the wastewater system serving the City and surrounding areas (referred to herein as the “wastewater system”), including fees for use of or connection to such system, all to the extent lawfully available for such purpose or, with respect to the Administration, any other dedicated source of revenues agreed to by the City and the Administration.

15. In connection with the issuance of any series of bonds contemplated by this Ordinance (and any series of refunding bonds contemplated hereby that are issued to the Administration), the Administration may require the City to establish, fund and maintain for a period of time acceptable to the Administration a debt service reserve account in a manner that satisfies the Administration’s debt service coverage requirements.

16. The City, as authorized by the MWQFA Act, may pledge any moneys that the City is entitled to receive from the State of Maryland, including the City’s share of the State income tax, to secure its obligations under any loan agreement with the Administration contemplated hereby.

17. Pursuant to the authority of the Charter, the City shall issue any series of general obligation bonds, bond anticipation notes or refunding bonds authorized hereby in accordance with the terms and conditions provided for in a resolution or resolutions to be adopted by the Mayor and City Council of the City pursuant to the Charter and this Ordinance.

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

SECTION 1. (a) The Recitals to this Ordinance are deemed a substantive part of this Ordinance and incorporated by reference herein. Capitalized terms used in this Ordinance and not otherwise defined in the Sections of this Ordinance shall have the meanings given to such terms in the Recitals.

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(b) References in this Ordinance to any official by title shall be deemed to refer (i) to any official authorized under the Charter, the code of ordinances of the City (the “City Code”) or other applicable law or authority to act in such titled official’s stead during the absence or disability of such titled official, (ii) to any person who has been elected, appointed or designated to fill such position in an acting or interim capacity under the Charter, the City Code or other applicable law or authority, (iii) to any person who serves in a “deputy,” “associate” or “assistant” capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with the Charter, the City Code or other applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title not provided for in the Charter or the City Code, the official, however known, who is charged under the Charter, the City Code or other applicable law or authority with the applicable responsibilities, rights or duties referred to herein.

(c) References in this Ordinance to the “principal amount” of any of the Bonds, the BANs, the Refunding Bonds or the Obligations (each as defined herein) shall be construed to mean the par amount of such Bonds, BANs, Refunding Bonds or Obligations, as applicable.

(d) References in this Ordinance to the Project are intended to include any modifications or amendments to components of the Project as provided for in City budgetary materials or made by other appropriate actions and that are acceptable to the Administration to the extent such modifications or amendments impact Obligations issued to the Administration.

(e) The Project is generally referred to by the Administration by the following name: Decatur Street 24” Crosstown Water Main Replacement.

SECTION 2. Pursuant to the authority of the Enabling Act, the MWQFA Act, Sections 81 and 82A of the Charter and any other applicable law, the City hereby determines to borrow money

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and incur indebtedness for the public purpose of financing, reimbursing or refinancing any one or more components of Costs of the Project in whole or in part, all to the extent permitted by the Administration. The total Costs of the Project not otherwise payable from other sources is not expected to exceed Two Million Sixty-Six Thousand Six Hundred Sixty-Four Dollars (\$2,066,664). In the event the City issues any BANs (as defined in Section 11 hereof) for purposes of the Project, proceeds of any Bonds (as defined in Section 3 hereof) may be applied to prepay, reimburse or pay principal of, premium, if any, and/or interest on such BANS, and any such expenditure shall be considered an expenditure for Costs of the Project.

SECTION 3. To evidence the borrowing and indebtedness authorized in Section 2 of this Ordinance, the City, acting pursuant to the authority of the Enabling Act, the MWQFA Act, Sections 81 and 82A of the Charter and any other applicable law, hereby determines to issue and sell from time to time, upon its full faith and credit, one or more series of its general obligation bonds in an original aggregate principal amount not to exceed Two Million Sixty-Six Thousand Six Hundred Sixty-Four Dollars (\$2,066,664) (individually, a “series of the Bonds” and, collectively, the “Bonds”). Each such series may consist of one or more bonds and any bond may be issued in installment form and/or draw-down form.

SECTION 4. Pursuant to the authority of the Enabling Act, the MWQFA Act, Sections 81 and 82A of the Charter and any other applicable law, the City hereby determines to sell each series of the Bonds to the Administration by private sale, without public bidding, due, in part, to the ability to issue any series of the Bonds as draw-down obligations, the ability to negotiate certain terms with the Administration, the beneficial formulas by which the Administration establishes interest rates on bonds purchased by the Administration, the lower costs of issuance typically incurred with a private sale to the Administration as compared to a public sale at competitive bid or a negotiated underwriting

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and, to the extent agreed to by the Administration, the ability to structure one or more series of the Bonds as obligations that are subject to principal forgiveness.

SECTION 5. The proceeds of each series of the Bonds shall be used and applied by the City exclusively and solely for the public purposes described in Section 2 of this Ordinance, unless, with the approval of the Administration, a supplemental ordinance is enacted by the Mayor and City Council to provide for the use and application of such proceeds for some other proper public purpose authorized by the MWQFA Act, subject to the provisions of Section 10 of this Ordinance.

SECTION 6. (a) As required by the MWQFA Act, the City is hereby authorized to enter into one or more loan agreements with the Administration (each, a “Loan Agreement” and collectively, the “Loan Agreements”) in connection with any series of the Bonds. The final or substantially final form of each Loan Agreement shall be approved by the Mayor and City Council by resolution and the execution and delivery of each Loan Agreement shall be authorized by the Mayor and City Council by resolution.

(b) The City hereby acknowledges that the provisions of each Loan Agreement may allow for, among other remedies, all payments on any series of the Bonds subject to such Loan Agreement to be declared immediately due and payable upon the occurrence of any event of default provided for in such Loan Agreement.

SECTION 7. As authorized by Section 9-1606(d) of the MWQFA Act, the City hereby pledges any moneys that the City is entitled to receive from the State of Maryland, including the City’s share of the State income tax, to secure its obligations under any Loan Agreement. Any such pledge may be evidenced and detailed in any applicable Loan Agreement.

SECTION 8. Pursuant to the authority of the Enabling Act, Sections 81 and 82A of the Charter, and any other applicable law, the Mayor and City Council, prior to the issuance, sale and

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delivery of any series of the Bonds, shall adopt a resolution or resolutions specifying, prescribing, determining or providing for the determination of, providing for, or approving or providing for the approval of, the types of matters, details, forms (including, without limitation, the form or substantially final form of the Bonds of such series), documents or procedures as may be required by the Enabling Act, the MWQFA Act, the Charter, other applicable law or this Ordinance or as the Mayor and City Council may deem appropriate for the authorization, sale, security, issuance, delivery, payment or prepayment of or for such series of the Bonds. A resolution shall or may set forth, determine or provide for the determination of, provide for, or approve or provide for the approval of, among other things, as applicable, the original aggregate principal amount of such series of the Bonds; the designation of such series of the Bonds; the denomination or denominations of such series of the Bonds; the maturity or maturities of such series of the Bonds; the principal installment or installments, or the method of determining the principal installment or installments, payable on such series of the Bonds; the rate or rates of interest, or the method of determining the rate or rates of interest, which may be fixed or variable (and which may include a rate of zero percent (0.0%)), payable on such series of the Bonds; provisions relating to the payment of any late fees or penalties with respect to such series of the Bonds; the components of the Costs of the Project on which proceeds of such series will be expended, if limited in any way; provisions for the appropriation and disposal of such proceeds; provisions relating to the prepayment of such series of the Bonds, if applicable; provisions for the application of unexpended proceeds of such series of the Bonds; provisions relating to the sale of such series of the Bonds by private sale, without public bidding; provisions relating to the principal forgiveness of such series of the Bonds, if applicable; the identification of any dedicated sources of revenue required by the Administration pursuant to the MWQFA Act; certifications, representations, determinations, designations or elections relating to the tax-exempt status of interest payable on such

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series of the Bonds, if applicable; and all other terms and conditions upon which such series of the Bonds will be issued, sold and delivered. By resolution the Mayor and City Council may delegate to one or more City officials the authority to make any final determinations, approvals or decisions contemplated by this Section 8 with respect to a series of the Bonds. Any resolution may specify, prescribe, determine or provide for the determination of, or approve or provide for the approval of, the details required or authorized by this Section 8 for more than one series of the Bonds.

(b) In the event the Administration requires the City establish a debt service reserve account to be funded from sources other than Bonds proceeds in order to provide security for any series of the Bonds as a condition to the issuance of such series of the Bonds, provisions relating to the establishment, funding and maintenance of such debt service reserve account (including, without limitation, increases or decreases in the amount to be retained in such account and replenishment of such account) and the investment and application of moneys held in such debt service reserve account shall be determined, approved or provided for by resolution, and any such debt service reserve account may be identified in the applicable Loan Agreement as a dedicated source of revenues contemplated by the MWQFA Act.

SECTION 9. The City is hereby authorized and directed to pay any fees or costs provided for in any Loan Agreement that are not payable from proceeds of the Bonds, including, without limitation, any administrative fees and any ongoing fees or costs. The obligation of the City to pay such amounts shall be absolute and unconditional as further provided in any Loan Agreement.

SECTION 10. Notwithstanding anything to the contrary contained in this Ordinance, the City shall use and apply proceeds of each series of the Bonds only as permitted by the related Loan Agreement, the Safe Drinking Water Act (as defined in such Loan Agreement) and the MWQFA Act (which may be referred to in each Loan Agreement as the “Act”).

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SECTION 11. (a) Pursuant to the authority of the Bond Anticipation Note Act, Sections 81 and 82A of the Charter and any other applicable law, the City may issue and sell from time to time, upon its full faith and credit, one or more series of its general obligation bond anticipation notes in an original aggregate principal amount not to exceed Two Million Sixty-Six Thousand Six Hundred Sixty-Four Dollars (\$2,066,664) (each, a “series of the BANs” and, collectively, the “BANs”) prior to and in anticipation of the sale of any series of the Bonds in order to finance or reimburse Costs of the Project on an interim basis, including paying costs of issuance and capitalized interest on such series of the BANs within the limitations of the Bond Anticipation Note Act. Any such series of the BANs may consist of one or more notes and any note may be issued in installment form and/or draw-down form. Prior to the issuance, sale and delivery of any series of the BANs, the Mayor and City Council shall adopt a resolution or resolutions pursuant to the authority of the Bond Anticipation Note Act, Sections 81 and 82A of the Charter, any other applicable law and this Ordinance authorizing such series of the BANs and specifying, prescribing, determining or providing for the determination of, or approving or providing for the approval of, the same types of matters, details, forms, documents, procedures or determinations detailed in Section 8 hereof that may be made or addressed with respect to any series of the Bonds, to the extent applicable with respect to such series of the BANs, and as otherwise may be authorized or required by applicable law. Unless the Mayor and City Council determines otherwise in a resolution providing for any series of the BANs, pursuant to the authority of the Bond Anticipation Note Act, each series of the BANs shall be sold by private sale (including, without limitation, through a direct purchase transaction). Any such sale by private sale is hereby determined to be in the public interest due to the ability to time the market, negotiate with potential purchasers and thereby achieve a beneficial interest rate or rates and other beneficial terms by undertaking a private (negotiated) sale, and, with respect to a private sale that involves a direct

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purchase transaction, the lower costs of issuance typically incurred with such method of private sale as compared to a negotiated underwriting or a public sale at competitive bid. By resolution the Mayor and City Council may delegate to one or more City officials the authority to make any final determinations, approvals or decisions with respect to a series of the BANs. Any resolution may specify, prescribe, determine or provide for the determination of, provide for, or approve or provide for the approval of, the details required or authorized by this Section 11 for more than one series of the BANs.

(b) The City hereby covenants (i) to pay from the proceeds of one or more series of the Bonds the principal of any series of the BANs actually issued, (ii) to the extent that interest on any series of the BANs is not paid from proceeds of such series of the BANs, to pay the interest on such series of the BANs, and (iii) to issue the applicable series of the Bonds as soon as there is no longer a reason for deferring its issuance. This covenant shall not be construed to prevent the City from paying principal of and/or interest on any series of the BANs from sources of funds other than proceeds of the Bonds, to the extent such other proceeds are available for such purpose.

(c) As authorized by the Bond Anticipation Note Act, by resolution the Mayor and City Council may provide for the renewal of any series of the BANs at maturity with or without resale, as well as any amendments of or modifications to such series of the BANs and any related documentation.

SECTION 12. (a) Pursuant to the authority of the Enabling Act, the Refunding Act, Sections 81 and 82A of the Charter and any other applicable law, the City is hereby authorized and empowered to issue and sell from time to time, upon its full faith and credit, one or more series of general obligation bonds (each, a “series of the Refunding Bonds” and, collectively, the “Refunding Bonds”) for the purpose of currently refunding or advance refunding any of the Bonds

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issued pursuant to the authority of this Ordinance then outstanding, including paying all or any portion of outstanding principal, prepayment premium and/or interest accrued or to accrue to the date of prepayment, purchase or maturity of the Bonds to be refunded, and paying costs and expenses in connection with the issuance, sale and delivery of such series of the Refunding Bonds, and, to the extent determined by the Mayor and City Council by resolution, interest on such series of the Refunding Bonds, for the public purpose of (A) realizing a savings in the total cost of debt service on a direct comparison or present value basis or (B) debt restructuring that is permitted by applicable law; provided that, the original aggregate principal amount of any such series of the Refunding Bonds may not exceed one hundred thirty percent (130%) of the aggregate principal amount of the Bonds refunded therefrom. Any such series of the Refunding Bonds may consist of one or more bonds and any bond may be issued in installment form and/or draw-down form. Prior to the issuance, sale and delivery of any series of the Refunding Bonds, the Mayor and City Council shall adopt a resolution or resolutions authorizing such series of the Refunding Bonds and specifying, prescribing, determining or providing for the determination of, or approving or providing for the approval of, the same types of matters, details, forms, documents, procedures or determinations detailed in Section 8 hereof that may be made or addressed with respect to each series of the Bonds, to the extent applicable with respect to such series of the Refunding Bonds, and as otherwise may be authorized or required by applicable law. Unless the Mayor and City Council determines otherwise in a resolution providing for any series of the Refunding Bonds, pursuant to the authority of the Refunding Act, each series of the Refunding Bonds shall be sold at a private sale, without soliciting bids (including, without limitation, through a direct purchase transaction). Any such sale on a private basis is hereby determined to be in the public interest due to the ability to time the market, negotiate with potential purchasers and thereby achieve a beneficial

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interest rate or rates and other beneficial terms (including restructuring terms, if applicable) by undertaking a private (negotiated) sale and, with respect to a private sale that involves a direct purchase transaction, the lower costs of issuance typically incurred with such method of private sale as compared to a negotiated underwriting or a public sale at competitive bid. By resolution the Mayor and City Council may delegate to one or more City officials the authority to make any final determinations, approvals or decisions with respect to a series of the Refunding Bonds. Any resolution may specify, prescribe, determine or provide for the determination of, provide for, or approve or provide for the approval of, the details required or authorized by this Section 12 for more than one series of the Refunding Bonds.

(b) To the extent any series of the Refunding Bonds is sold to the Administration, the Mayor and City Council by resolution may specify, prescribe, determine or provide for the determination of, approve or provide for the approval of any determinations contemplated by this Ordinance that may be made with respect to any series of the Bonds, including, without limitation, entry into a new loan agreement with the Administration (in which case the provisions of this Ordinance pertaining to any Loan Agreement entered into in connection with a series of the Bonds shall apply to any new loan agreement entered into with the Administration in connection with any series of the Refunding Bonds) or any modification to an existing Loan Agreement, as applicable, provisions for the potential forgiveness of any such series of the Refunding Bonds, a pledge of the City's right to receive revenues from the State in the nature referred to in Section 7 above, the obligation of the City to pay any administrative fees or ongoing fees and expenses in the nature of those referred to in Section 9 above, the identification of any source of dedicated revenues and provisions for any debt service reserve account with respect to such series of the Refunding Bonds required by the Administration.

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SECTION 13. The Mayor and City Council is hereby authorized, by resolution, to make any further determinations or approvals or provide for any matters or actions deemed necessary or desirable in connection with the issuance of any series of the BANs or the Refunding Bonds, including, without limitation, (i) any determination authorized by the Bond Anticipation Note Act or the Refunding Act, as applicable, (ii) to commit or provide for the commitment of the City to pay to the purchaser or purchasers of any series of the BANs or the Refunding Bonds (A) any commitment fee or similar fee and any legal costs in connection with such purchaser's or purchasers' agreement to purchase such series of the BANs or the Refunding Bonds and/or (B) any breakage compensation or other amount that may be determined to be due to such purchaser or purchasers in the event the City fails to deliver such series of the BANs or the Refunding Bonds and, in connection therewith, to approve or provide for the approval of, and the execution and delivery of, any agreement relating to such payment or payments (which such agreement may, but shall not be required to be, contained within any purchase or similar agreement for such series of the BANs or the Refunding Bonds), and (iii) to approve or provide for any offering documents, credit enhancement, liquidity enhancement, ratings, or continuing disclosure undertakings relating to such series of the BANs or the Refunding Bonds.

SECTION 14. (a) The full faith and credit and unlimited taxing power of the City are hereby pledged to the prompt payment of the principal of and interest on each series of the Bonds, the BANs and the Refunding Bonds (each, a series of the "Obligations," individually, an "Obligation" and, collectively, the "Obligations") issued by the City as and when the same are payable and to the imposition of the taxes hereinbelow described as and when such taxes may become necessary in order to provide sufficient funds to meet the debt service requirements of each series of the Obligations. Subject to the further provisions of this Section 14, the City hereby covenants with the registered

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owners of each series of the Obligations to impose ad valorem taxes on all real and tangible personal property in the City that is subject to assessment for unlimited municipal taxation at a rate and in an amount sufficient to pay the principal of and the interest on the Obligations in each fiscal year in which any of the Obligations are outstanding and to take any further action that may be lawfully appropriate from time to time during the period that the Obligations of such series remain outstanding and unpaid to provide the funds necessary to pay promptly the principal thereof and the interest due thereon. If the proceeds from the taxes so imposed in any such fiscal year are inadequate for such payment, additional taxes shall be imposed in the succeeding fiscal year to make up such deficiency.

(b) Notwithstanding the provisions of subsection (a) of this Section 14, the principal of and interest on each series of the Obligations will be payable in the first instance from revenues received by the City in connection with the operation of the water supply system, including charges for the use of or connection to the water supply system and, to the extent required by the purchaser of such series of the Obligations, from revenues received by the City from the operation of the wastewater system, including charges for the use of or connection to the wastewater system, all to the extent such revenues are lawfully available for such purpose. (Any such identification of wastewater system revenues as a source of payment for the applicable series of the Obligations shall be provided for in any resolution relating to a series of the Bonds, the BANs, the Refunding Bonds or a Loan Agreement, as applicable.) To the extent of any funds received or receivable as described in this subsection (b) in any fiscal year, the taxes required to be imposed in accordance with subsection (a) of this Section 14 may be reduced proportionately.

(c) The foregoing provisions shall not be construed so as to prohibit the City from paying the principal of and interest on any series of the Obligations from the proceeds of the sale of

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any other obligations of the City (including, without limitation, (i) with respect to any series of the BANs, from the proceeds of any series of the Bonds, and (ii) with respect to any series of the Bonds, from the proceeds of any series of the Refunding Bonds) or from any other funds legally available for that purpose. Within any applicable limitations of Maryland or federal law (including, without limitation, the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder), the City may apply to the payment of the principal of or interest on any series of the Obligations any funds received by it from the State of Maryland or the United States of America, or any governmental agency or instrumentality, or from any other source, if the funds are granted or paid to the City for the purpose of assisting the City in accomplishing the type of project or projects which such series of the Obligations are issued to finance, reimburse or refinance or are otherwise available for such purpose, and to the extent of any such funds received or receivable in any fiscal year, the taxes hereby required to be imposed may be reduced proportionately.

(d) Any source of revenues referred to in this Section 14, and any additional source of revenues agreed to by the City and the Administration and provided for by resolution, if applicable, may be identified as a dedicated source of revenue contemplated by the MWQFA Act in any Loan Agreement entered into by the City with the Administration in connection with a series of the Obligations. Any applicable Loan Agreement exhibits may describe such dedicated revenues by references that are similar but not identical to any references contained in this Ordinance or in any resolution relating to such series of the Obligations. Any such source of dedicated revenues may be identified as being subject to annual appropriation.

SECTION 15. In addition to the refunding authority provided for in Section 12 of this Ordinance, subsequent to the sale, issuance and delivery of any series of the Bonds or the Refunding Bonds to the Administration, the Mayor and City Council by resolution may specify,

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prescribe, determine or provide for the determination of, or approve or provide for the approval of, any amendments or modifications to such series of the Bonds or the Refunding Bonds and/or the related Loan Agreement or Loan Agreements and any other documents, agreements or instruments executed and delivered in connection with the sale, issuance and delivery of such series of the Bonds or the Refunding Bonds, and/or provide for the execution and delivery of additional documents, agreements, certificates or instruments relating to such amendments or modifications (including, without limitation, any bond or bonds to be issued and exchanged for one or more of such series of the Bonds or the Refunding Bonds originally issued and delivered and any new or restated Loan Agreement), whether or not such amendments or modifications constitute a refunding or reissuance for purposes of federal and/or Maryland law.

SECTION 16. By resolution, the Mayor and City Council may make any appropriate arrangements (including, without limitation, by authorizing one or more appropriate officials to make any elections, designations, determinations or filings on the City's behalf) in the event any right of the registered owner of an Obligation to put or cause the redemption or prepayment of such Obligation at its option, or any change in the interest rate of an Obligation, or any other modification to an Obligation could lead to a reissuance of such Obligation for purposes of the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

SECTION 17. The Mayor and City Council by resolution may determine that any series of the Obligations authorized hereby may be consolidated with any bond anticipation notes, bonds and/or refunding bonds authorized by the Mayor and City Council, as applicable, and issued as a single series of obligations.

SECTION 18. With respect to any Obligations and any Loan Agreement, by resolution the Mayor and City Council shall delegate to one or more specified officials or employees the

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authority to finally approve (to the extent the final form thereof is not approved by resolution), execute and deliver the same, and by resolution the Mayor and City Council may delegate to one or more specified officials or employees the authority to negotiate, approve, execute and deliver, as applicable, any other documents, certificates or instruments relating to any of the Obligations or any Loan Agreement. The following City officials: the Mayor, the City Administrator, the Comptroller, the Treasurer, the City Clerk, and all other appropriate officials and employees of the City, are hereby authorized, empowered and directed to (i) take any and all action necessary to complete and close the sale, issuance and delivery of any of the Bonds, the BANs and the Refunding Bonds authorized hereby, (ii) negotiate, approve, execute and deliver all documents, certificates and instruments necessary or appropriate in connection with any such sale, issuance and delivery, to the extent authority with respect to the same has not been delegated by the Mayor and City Council to any specified official(s) or employee(s) in accordance with the preceding sentence, and (iii) carry out the transactions contemplated by this Ordinance, any ordinance supplementing or amending this Ordinance, any resolution adopted in furtherance of this Ordinance (as the same may be further supplemented or amended), and any such documents, certificates or instruments executed and delivered in connection with a series of the Obligations, to the extent such action is within the scope of such official's or employee's authority and such action has not been specifically delegated to one or more officials or employees by resolution of the Mayor and City Council.

SECTION 19. The title of this Ordinance shall be deemed to be, and is, a fair summary of this Ordinance for publication and all other purposes.

SECTION 20. The provisions of this Ordinance shall be liberally construed in order to effectuate the transactions authorized or contemplated by this Ordinance.

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SECTION 21. This Ordinance shall become effective thirty (30) days after its passage pursuant to the provisions of Section 82A of the Charter, subject to the petition-to-referendum provisions of Section 82A(c) of the Charter.

MAYOR AND CITY COUNCIL OF
CUMBERLAND

(SEAL)

Raymond M. Morriss
Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

Introduced: _____, 2021

Passed: _____, 2021

Votes for passage: _____

Votes against passage: _____

Abstentions: _____

Effective: _____, 2021

#224268;10002.076

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File Attachments for Item:

. Resolution R2021-08 (*1 reading*) - authorizing certain businesses located in the Gateway Enterprises Zone to receive tax credits for the year 2022-2023

City of Cumberland

- Maryland -

RESOLUTION No. R2021-08

A RESOLUTION OF THE MAYOR AND CITY COUNCIL AUTHORIZING CERTAIN BUSINESSES LOCATED WITHIN THE GATEWAY ENTERPRISE ZONE TO RECEIVE TAX CREDITS FOR THE TAX YEAR 2022-2023, IN ACCORDANCE WITH THE LOCAL STANDARDS ESTABLISHED FOR THE ZONE.

WHEREAS, the Secretary of the Maryland Department of Commerce, previously known as the Maryland Department of Business and Economic Development, has heretofore designated a certain area located in the City of Cumberland and Allegany County, Maryland, as the “Gateway Enterprise Zone;” and

WHEREAS, any business entity meeting the requirements and conditions of Article 81, Section 12G-11 of the *Annotated Code of Maryland*, may benefit from certain tax credits; and

WHEREAS, the Enterprise Zone Advisory Committee met on November 30, 2021, and has determined that certain business entities located within the Gateway Enterprise Zone are qualified to receive such tax credits; and

WHEREAS, the Mayor and City Council of Cumberland, Maryland, is to certify that the said business entities located in the city limits are in compliance with the local standards established for designation in the Gateway Enterprise Zone as a pre-condition to the granting of such tax credits.

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and City Council of Cumberland, Maryland, as follows:

SECTION I

That the business entities set forth in Exhibit I, attached hereto and incorporated herein, be and are hereby certified as being in compliance with the local standards established for the Gateway Enterprise Zone.

SECTION II

That the Mayor and City Council of Cumberland, Maryland, does hereby certify that the property situated within the boundaries of the Gateway Enterprise Zone owned or leased by the companies set forth in Exhibit II, attached hereto and incorporated herein, is property qualified to receive the real property tax credit established by Article 81, Section 12G-11 of the *Annotated Code of Maryland* for the taxable year 2022-2023.

BE IT FURTHER RESOLVED by the Mayor and City Council of Cumberland, Maryland, that this Resolution shall become effective on the date of its adoption.

Given under our Hands and Seals this ____ day of _____, 2021, with the Corporate Seal of the City of Cumberland hereto attached, duly attested by the City Clerk.

Attest:

Mayor and City Council
Of Cumberland

Marjorie A. Woodring
City Clerk

Raymond M. Morriss

EXHIBIT I
(Eligible for State Income Tax Credits 2022-2023)

Countryhouse Residence

Cresap Automotive Machine

Elite Hospitality, Inc. (Hampton Inn)

PharmaCare Institutional Services

Rageway / R.H. Lapp and Sons, Inc.

Somerset Steel Erection Co., Inc. (Riggs Industries, Inc.)

Willowbrook Holdings, LLC (Hampton Inn)

EXHIBIT II
(Eligible for Local Property Tax Credits 2022-2023)

Countryhouse Residence
14 Cumberland Street
Cumberland, MD 21502

Cresap Automotive Machine
631 North Mechanic Street
Cumberland, MD 21502

Elite Hospitality, Inc. (Hampton Inn)
109 Welton Drive
Cumberland, MD 21502

PharmaCare Institutional Services
3 Commerce Drive
Cumberland, MD 21502

Rageway / R.H. Lapp and Sons, Inc.
880 Kelly Road
Cumberland, MD 21502

Somerset Steel Erection Co., Inc. (Riggs Industries, Inc.)
115 Elizabeth Street
Cumberland, MD 21502

Willowbrook Holdings, LLC (Hampton Inn)
109 Welton Drive
Cumberland, MD 21502

File Attachments for Item:

. Order 26,904 - authorizing the Chief of Police to enter in to a Memorandum of Understanding (MOU) with the United States Department of Veterans Affairs, Martinsburg, WV, Care System to formalize an existing relationship between the CPD and the US Dept. of Veterans Affairs reinforcing interagency coordination, response and requests for assistance at the VA Community Based Outpatient Clinic in Cumberland, Maryland

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

ORDER NO. 26,904

DATE: December 7, 2021

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

THAT, the Chief of Police be and is hereby authorized to execute a Memorandum of Understanding (M.O.U.) between the Cumberland Police Department (CPD) and the United States Department of Veterans Affairs, Martinsburg, WV, Care System which will formalize an existing partnership between the Cumberland Police Department and the United States Department of Veterans Affairs, reinforcing interagency coordination, response and requests for assistance at the VA Community-Based Outpatient Clinic in Cumberland, MD.

Raymond M. Morriss, Mayor

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS, MARTINSBURG, WV
CARE SYSTEM
AND
Cumberland City Police Department**

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Veterans Affairs (VA) VISIN 5 Healthcare System (Martinsburg, WV VAHCS) and the **Cumberland City Police Department**, hereinafter referred to as "parties."

1. PURPOSE. To establish general working relationships between the Martinsburg, WV VAHCS Police Service and Cumberland City Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at Cumberland Community Based Outpatient Clinic.

2. REFERENCES.

- a) VA Directive 0730, *Security and Law Enforcement*, 12 December 2012
- b) VA Handbook 0730, *Security and Law Enforcement*, 11 August 2000
- c) **SOP Chapter II, Section M, Use of Federal and Local Authorities**

3. GENERAL.

- a. Cumberland Community Based Outpatient Clinic, is located in the Cumberland MD, 21502. VAHCS provides primary, specialty, and extended care to Veterans throughout Maryland. The mission of the Cumberland MD, VAHCS is to provide timely, efficient, ethical, safe, compassionate, and quality health care to Veteran patients.
- b. The **Cumberland City Police Department** has concurrent jurisdiction with the Federal Government over Martinsburg, WV VAHCS hospital's properties. This jurisdiction grants local police agencies the authority to jointly enforce Federal and state laws with VA Police on Cumberland MD, VAHCS properties.

4. RESPONSIBILITIES.

- a. **Martinsburg, WV VAHCS Police Service** will:
 - (1) Maintain law and order and enforce Federal and state laws and VA regulations at the Cumberland MD, VAHCS, including the hospital building and designated parking lots, for the protection of property owned or occupied by the VA and persons on the property.

(2) Provide primary initial response to any and all incidents or emergency situations at the Cumberland MD, VAHCS.

b. **Cumberland City Police Department will:**

(1) Respond to Martinsburg, WV VAHCS Police Service's requests for assistance. Such assistance may include, but not limited to, the following situations:

- (A) Armed hostage taking situations that would require an armed response to assist VA Police in containing the situation until appropriate Federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.
- (B) Crimes involving armed robberies of funds, drugs or properties where the individuals committing the crimes leave VA police jurisdiction.
- (C) Vehicle accident investigations, which may result in non-injuries, injuries, or death involving the VA Police patrol vehicles.
- (D) Any major incident that would require additional Officers for traffic control to allow emergency vehicles a clear access to the facility.

(2) Provide additional Officers when needed to assist with the physical arrest of a violent/disorderly person(s) who poses a serious threat to VA patients, visitors, medical staff or themselves.

(3) Provide assistance in the transportation of prisoner(s) who have been arrested at the Cumberland MD, VAHCS hospital on occasions when there are only two VA police officers on duty.

(4) Authorize access to and use of Cumberland City Police Department central dispatch and patrol units in the field for VA Police. The parties agree that the access and use of such information is solely limited to official law enforcement purposes and that the process of reprogramming VA radios would be at no cost to the Cumberland City Police Department

(5) Should any VA Police Officer be involved in a shooting, the FBI will be notified immediately. If the FBI declines investigation, or if the FBI response is delayed, Cumberland City Police Department may provide investigative assistance to Martinsburg, WV VAHCS Police. This assistance may range from establishing, preserving, and controlling the crime scene, to performing as the lead investigative agency.


(6) COMPACT ACT Section 205 Police Crisis Intervention Training for VA Police requires that each VA medical center police service develop a plan to enter into partnerships with local mental health organizations and experts, Veteran community

organizations, as well as local police departments to share training resources on Crisis Intervention Teams (CIT). This assistance may range from collaborated training and sharing law enforcement to coordinated intervention tactics when there is an extreme crisis involving a veteran(s).

5. ACCEPTANCE & RATIFICATION

- a. The provisions of this MOU are effective upon signature and date as indicated below and will be reviewed every 3 years, or as required.
- b. This agreement may be unilaterally suspended or cancelled by either side upon giving at least 180 days written notice to the other party.
- c. This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and documents an agreement for general support between the parties. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity.
- d. Other areas of mutual interest may arise where services and support from one party of this MOU is required by the other party of this MOU. This MOU is not meant to limit those instances nor prohibit cooperation outside the above listed situations set forth and agreed upon.

FOR DEPARTMENT OF VETERANS AFFAIRS MARTINSBURG, WV HEALTHCARE SYSTEM


Lynnis Snell

Chief of Police, U.S. Dept. Veterans Affairs
Martinsburg, WV VA Health Care System

11/18/2021
Date



Kenneth W. Allensworth, FACHE

Medical Center Director, Martinsburg, WV VA Health Care System

11/18/2021
Date

FOR Cumberland City Police Department

Chuck Ternent, Chief

Date

Council Agenda Summary

Meeting Date: December 7, 2021

Key Staff Contact: Chief John “Chuck” Ternent

Item Title: Memorandum of Understanding with the Veterans Affairs

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

Authorize the Chief of Police to enter in to a Memorandum of Understanding with the United States Department of Veterans Affairs, Martinsburg, WV, Care System which will formalize an existing relationship between the Cumberland Police Department and the United States Department of Veterans Affairs reinforcing interagency coordination, response and requests for assistance at the VA Community Based Outpatient Clinic in Cumberland, Maryland.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. Order 26,905 - accepting the proposal from Hertrich Fleet Services, Inc. to supply one 2022 Ford Interceptor Utility vehicle for use in the Cumberland Fire Department in the amount of \$41,059.00. This equipment will be purchased as part of the State of MD Contract for police equipment, pursuant to Section 2-171 (b) of the City Code

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

ORDER NO. 26,905

DATE: December 7, 2021

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

THAT, the State Bid proposal from Hertrich Fleet Services, Inc. 1427 Bay Road, Milford, DE 19963 to supply one (1) 2022 Ford Interceptor Utility vehicle for use in the Cumberland Fire Department in the amount of Forty-one Thousand, Fifty-nine Dollars (\$41,059.00) and No Cents is hereby accepted; and

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

Raymond M. Morriss, Mayor

Budgeted: 001.043.64000

Council Agenda Summary

Meeting Date: December 7, 2021

Key Staff Contact: Julie Davis

Shannon Adams

Item Title: Purchase New Fire Department Vehicle

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

Request approval to purchase one (1) 2022 Ford Interceptor Utility for use in the Cumberland Fire Department from a Hertrich Fleet Services, Inc. proposal, located at 1427 Bay Road, Milford, Delaware 19963 in the amount of Forty-One Thousand Fifty-Nine Dollars (\$41,059.00) as part of State of Maryland Bid Package.

Maryland Blanket Purchase Order: #001B1600353

This new vehicle will replace a 2000 Jeep.

FY2022 Fire Dept. Line Item: 001.043.64000

Amount: \$41,059.00

Budget number: 001.043.64000

Grant, bond, etc. reference: FY2022 Fire Department Budget Item

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

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

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

November 12, 2021

City of Cumberland Fire Department

20 Bedford Street

Cumberland, Maryland 21502

2022 Ford Police Interceptor Utility – Type 4-10-M-P & Type 4-10-M-P-H

Maryland BPO# 001B1600353

We are pleased to provide this pricing worksheet for the 2022 Ford Police Interceptor Utility, K8A, based on Maryland BPO# 001B1600353. State specifications include: 3.3L V6 TI-VCT Engine, 10 Speed Automatic Transmission, Drivers Side LED Unity Spot Lamp, Rear Door Locks / Windows In-operable, Courtesy Lamp Disable, Daytime Running Lamps, Rear View Camera Display in Rear View Mirror.

✓	Code	Description	Amount
	Vehicle	2022 Ford Police Interceptor Utility AWD ; 3.3L V6 DI Engine	\$32,387
	E4/96	Vermillion Red – Cloth Front Buckets & Rear Vinyl Bench	N/C
	500A	All Standard Equipment per PEP 500A	N/C
	BLT	Bluetooth Connectivity	STD
	ZHK	PIU FRT MAR	\$285
	ZHX	PIU MIRROR	\$53
	ZHZ	OIU REAR QUARTER	\$55
	ZIE	PIU GRILL	\$49
	ZI1	PIU FRT AUX	\$194
	ZI2	PIU REAR LED	\$56
	153	Front License Plate Bracket	N/C
	65L	18" Wheel Covers	\$60
	76R	Reverse Sensing	\$275
	86T	Rear Tail Lamp Housing Prep	\$60
	55F	Remote Keyless Entry- 4Keys and Fobs	\$340
		Other Available Options	

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

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

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

18D	Global Unlock	NC
16D	Badge Delete : Deletes "Police Interceptor"	N/C
60R	Noise Suppression Bonds (Ground Straps)	\$100
63L	Rear Quarter Glass Side Marker LED Lights (Driver – Red / Passenger – Red)	\$575
21L	Front Warning Auxiliary LED Lights (Driver – Red / Passenger – Red)	\$550
63B	Side Marker LED – Sideview Mirrors (Driver – Red / Passenger – Red) • Located on the exterior mirror housing	\$290
51T	Drivers Side LED Spotlight – Whelen	\$420
17A	Auxiliary Air Conditioning	\$610
17T	Cargo Area Dome Lamp – Red / White	\$50
67H	Ready for the Road Package: All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus – Whelen Cencom Light Controller Head with dimmable backlight – Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor (mounted behind 2nd row seat) – Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails – High current pigtail – Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head – Pre-wiring for grille LED lights, siren and speaker (60A) – Rear console plate (85R) – contours through 2nd row; channel for wiring – Grille linear LED Lights (Red / Red) and harness – 100-Watt Siren / Speaker – Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P) Note: Not available with options: 66A, 66B, 66C, 67G, 67U and 65U	\$3595
96W	Front Interior Visor Light Bar (LED) Super low-profile warning LED light bar fully integrated into the top of the windshield near the Headliner – fully programmable. (Red/Red operation. White "take down" and "scene" capabilities)	\$1145
Total		\$41,059

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600353

PRINT DATE: 10/15/21

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

HERTRICH FLEET SERVICES INC
1123 INDUSTRIAL PKWY

DENTON, MD 21629
(800) 698-9825

REFER QUESTIONS TO:

ALLEGRA DAYE
(410) 767-4032
ALLEGRA.DAYE1@MARYLAND.GOV

ITB: 001IT821201

EXPR DATE: 02/22/22
POST DATE: 02/23/21

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

MARYLAND STATEWIDE CONTRACT
FOR
2021 POLICE VEHICLES
VEHICLE TYPES: 4-1-A6, 4-1-R8, 4-6-P, 4-9-P, 4-10-P
4-10-M-P & 4-10-M-P-H

AMENDMENT #1: PRICE INCREASES TO LINES 1, 7, 12, 14 & 19.

THE PRECEDENCE OF THE CONTRACTOR WILL BE IDENTIFIED AS PRIMARY CONTRACTOR (1ST), AND SECONDARY CONTRACTOR (2ND).

VENDOR CONTACT: JIM BLECKI / SUSAN HICKEY

VENDOR ADDRESS: 1427 BAY ROAD, MILFORD DE 19963

VENDOR PHONE: 800-698-9825 (OFFICE)

VENDOR E-MAIL: JBLECKI@HERTRICHFLEET.COM
SHICKEY@HERTRICHFLEET.COM

CONTRACT TERM: ONE (1) YEAR WITH ONE (1) YEAR RENEWAL OPTION.

CONTRACT PERIOD: FROM DATE OF AWARD OR UNTIL PRODUCTION IS CUT OFF BY THE MANUFACTURER (WHICHEVER COMES FIRST). SUCCESSFUL VENDOR MUST

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600353

PRINT DATE: 10/15/21

PAGE: 02

TERMS (cont'd):

NOTIFY THE PROCUREMENT OFFICER FOR THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES REGARDING PRODUCTION CUT-OFFS AS SOON AS THE DEALERSHIP IS NOTIFIED BY THE MANUFACTURER.

AT TIME OF DELIVERY FROM DEALER, EACH VEHICLE SHALL CONTAIN A MINIMUM OF FIVE (5) GALLONS OF GASOLINE.

DEALER MUST POSSESS A VALID STATE OF MARYLAND MOTOR VEHICLE ADMINISTRATION (MVA) DEALER'S LICENSE. DEALER MUST ALSO POSSESS A VALID STATE OF MARYLAND MOTOR VEHICLE ADMINISTRATION SALESMAN'S LICENSE. A COPY OF THE AFOREMENTIONED LICENSES MUST BE PROVIDED UPON REQUEST.

VEHICLE MUST BE DELIVERED WITH A CERTIFICATE OF ORIGIN.

DEALER WILL BE REQUIRED UPON DELIVERY TO SUBMIT A CERTIFICATE SHOWING THAT THE VEHICLE WAS SERVICED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED NEW MOTOR VEHICLE PREPARATION CHECK SHEET. THIS CERTIFICATION IS TO BE SIGNED BY THE PERSON WHO SERVICED THE VEHICLE, AS WELL AS THE OWNER AND/OR DESIGNATED REPRESENTATIVE OF MANAGEMENT. OF MANAGEMENT.

THERE IS TO BE NO DEALER IDENTIFICATION ATTACHED TO THE NEW VEHICLE.

TIRES: TIRES RECALLED BY ANY MANUFACTURER WILL NOT BE ACCEPTED. IF A MODEL TIRE IS RECALLED BETWEEN CONTRACT AWARD AND VEHICLE DELIVERY, IT WILL BE THE RESPONSIBILITY OF THE DEALER TO REPLACE ANY SUCH TIRES PRIOR TO DELIVERY OF THE VEHICLE

WARRANTY:

DODGE/RAM WARRANTIES:

BASIC YEARS: 3
BASIC MILES/KM: 36,000
DRIVETRAIN YEARS: 5
DRIVETRAIN MILES/KM: 100,000
CORROSION MILES/KM: UNLIMITED
ROADSIDE ASSISTANCE YEARS: 5
ROADSIDE ASSISTANCE MILES/KM: 60,000

FORD POLICE UTILITY LIMITED WARRANTIES:

3 YEAR/36,000 MILE BUMPER TO BUMPER - NO DEDUCTIBLE
5 YEAR/100,000 MILE POWERTRAIN LIMITED WARRANTY
5 YEAR/UNLIMITED MILEAGE CORROSION PERFORATION

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600353

PRINT DATE: 10/15/21

PAGE: 03

TERMS (cont'd):

5 YEAR/60,000 MILE SAFETY RESTRAINT WARRANTY
5 YEAR/100,000 MILE HYBRID POWERTRAIN LIMITED WARRANTY
8 YEAR /100,000 MILE HYBRID UNIQUE COMPONENTS WARRANTY

THERE SHALL BE ZERO (-0-) DEDUCTIBLE ON THE WARRANTY.

STANDARD AND/OR EXTENDED WARRANTY PAPERS MUST BE GIVEN AT TIME OF VEHICLE DELIVERY.

ANY REDUCTION OF PRICES DURING THE PERIOD OF THIS CONTRACT SHALL BE PASSED ON TO THE STATE OF MARYLAND.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

PROCESSING FEE

1.

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:

THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6) (A) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600353

PRINT DATE: 10/15/21

PAGE: 04

TERMS (cont'd):

EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE; OR
- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
 - (B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
 - (B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
- (7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # / INCORPORATED HEREIN BY REFERENCE.

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600353

PRINT DATE: 10/15/21

PAGE: 05

TERMS (cont'd):

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	07006	EA	27,690.0000

AUTOMOBILES AND STATION WAGONS

TYPE 4-1-A6 FULL-SIZE SEDAN, CERTIFIED POLICE PURSUIT RATED, V-6
ENGINE, AWD

MAKE & MODEL: POLICE DODGE CHARGER V6 AWD

STANDARD OPTIONS: REVERSE SENSING & SPEED REGULATOR

SECONDARY CONTRACTOR (2ND)

0002	07006	EA	60.0000
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AUTOMOBILES AND STATION WAGONS

TYPE 4-1-A6 OPTION: HEATED OUTSIDE MIRRORS

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600353

PRINT DATE: 10/15/21

PAGE: 06

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0003	07006	EA	75.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-1-A6 OPTION: REAR INSIDE DOOR LOCKS AND HANDLES DEACTIVATED

0004	07006	EA	2,240.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-1-A6 OPTION: LARGE SCREEN 12.1"

0005	07006	EA	145.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-1-A6 OPTION: SPARE TIRE RELOCATION BRACKET

0006	07006	EA	40.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-1-A6 OPTION: FULL WHEEL COVERS

0007	07006	EA	25,646.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-1-R8 FULL-SIZE SEDAN, CERTIFIED POLICE PURSUIT RATED, V-8
ENGINE, RWD

MAKE & MODEL: POLICE DODGE CHARGER RWD

STANDARD OPTIONS: REVERSE SENSING & SPEED REGULATOR

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600353

PRINT DATE: 10/15/21

PAGE: 07

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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PRIMARY CONTRACTOR (1ST)

0008	07006	EA	60.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-1-R8 OPTION: HEATED OUTSIDE MIRRORS

0009	07006	EA	2,240.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-1-R8 OPTION: LARGE SCREEN 12.1"

0010	07006	EA	145.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-1-R8 OPTION:

0011	07006	EA	40.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-1-R8 OPTION: FULL WHEEL COVERS

0012	07006	EA	32,656.0000	
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AUTOMOBILES AND STATION WAGONS

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600353

PRINT DATE: 10/15/21

PAGE: 08

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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TYPE 4-6-P - POLICE SPECIAL SERVICES 1/2-TON PICK-UP TRUCK, 4 WHEEL
DRIVE (4X4)

MAKE & MODEL: RAM 1500 CLASSIC SSV 4X4 CREW CAB 57" BOX

STANDARD OPTION: NON-TURBO

SECONDARY CONTRACTOR (2ND)

0013	07006	EA	495.0000
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AUTOMOBILES AND STATION WAGONS

TYPE 4-6-P OPTION: HOLOGEN SPOT LAMP

0014	07006	EA	27,690.0000
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AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P - CERTIFIED POLICE PURSUIT VEHICLE COMPACT MID-SIZE UTILITY
(AWD)

MAKE & MODEL: DODGE DURANGO PURSUIT AWD

PRIMARY CONTRACTOR (1ST)

0015	07006	EA	225.0000
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AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P OPTION: CLOTH REAR SEATS/CARPET

0016	07006	EA	349.0000
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AUTOMOBILES AND STATION WAGONS

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600353

PRINT DATE: 10/15/21

PAGE: 09

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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TYPE 4-9-P OPTION: FULL WHEEL COVERS/EQUIVALENT

0018	07006	EA	545.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P OPTION: HALOGEN SPOT LAMP

0019	07006	EA	4,685.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P OPTION: V-8 ENGINE

0020	07006	EA	845.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P OPTION: CLASS IV TOWING PACKAGE

0021	07006	EA	495.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P OPTION: BLIND SPOT AND CROSS PATH DETECTION

0022	07006	EA	295.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P OPTION: SKID PLATE GROUP

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600353

PRINT DATE: 10/15/21

PAGE: 10

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0023	07006	EA		
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AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P STANDARD OPTIONS: TRANSFER CASE COOLER OR EQUIVALENT,
REVERSE SENSING, HEADLAMP PREP KIT OR EQUIVALENT, TAIL LAMP PREP KIT,
DAYTIME RUNNING LIGHTS & SPEED REGULATOR

0024	07006	EA	33,396.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-P FULL-SIZE UTILITY VEHICLE, CERTIFIED POLICE PURSUIT
RATED
MAKE & MODEL: CHEVROLET TAHOE 2WD 4DR COMMERCIAL

SECONDARY CONTRACTOR (2ND)

0025	07006	EA	3,676.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-P OPTION: FOUR WHEEL DRIVE (4X4) PURSUIT CERTIFIED

0026	07006	EA	275.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-P OPTION: CLOTH REAR SEATS/CARPET

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600353

PRINT DATE: 10/15/21

PAGE: 11

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0027	07006	EA	800.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-P OPTION: DRIVER-SIDE SPOTLIGHT

0028	07006	EA	350.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-P OPTION: FACTORY CONSOLE

0029	07006	EA	32,387.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P MID-SIZE UTILITY VEHICLE, CERTIFIED POLICE PURSUIT
RATED, AWD

MAKE & MODEL: FORD POLICE INTERCEPTOR UTILITY AWD

SECONDARY CONTRACTOR (2ND)

0030	07006	EA	185.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P OPTION: CLOTH REAR SEATS/CARPET

0031	07006	EA	60.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P OPTION: FULL WHEEL COVERS

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600353

PRINT DATE: 10/15/21

PAGE: 12

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0032	07006	EA	275.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P OPTION: REVERSE SENSING

0033	07006	EA	60.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P OPTION: REAR TAIL-LIGHT PREP KIT

0034	07006	EA	35,649.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P-H MID-SIZE UTILITY VEHICLE, CERTIFIED POLICE PURSUIT
RATED, AWD, HYBRID

MAKE & MODEL: POLICE FORD EXPLORER 4DR AWD

SECONDARY CONTRACTOR (2ND)

0035	07006	EA	185.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P-H OPTION: CLOTH REAR SEATS/CARPET

0036	07006	EA	60.0000	
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BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600353

PRINT DATE: 10/15/21

PAGE: 13

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P-H OPTION: FULL WHEEL COVERS

0037	07006	EA	275.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P-H OPTION: REVERSE SENSING

0038	07006	EA	60.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-M-P-H OPTION: REAR TAIL-LIGHT PREP KIT

END OF ITEM LIST

***** LAST PAGE *****

AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE



Julie Davis <julie.davis@cumberlandmd.gov>

Fire Dept. Vehicle Purchase

8 messages

Julie Davis <julie.davis@cumberlandmd.gov>

Tue, Nov 16, 2021 at 10:12 AM

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

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Rachel Diehl <rachel.diehl@cumberlandmd.gov>, Shannon Adams <shannon.adams@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>

Good morning, Jeff.

Your approval is requested to place the proposal of Hertrich Fleet Services, Inc. 1427 Bay Road, Milford, DE 19963, for one (1) 2022 Ford Interceptor Utility at a cost of \$41,059.00 through the State of Maryland Bid Package, Maryland Blanket Purchase Order #001B1600353, on the 11/30/2021 Mayor & City Council Agenda.

This vehicle will replace the Fire Dept. Car #3, 2000 Jeep.

\$40,000.00 is budgeted in FY2022 Line Item 001-043-640000 (Capital Expense/Machinery & Equipment); and \$1,060.00 is requested to be transferred from Line Item 001-043-48400 (Auto & Truck Parts) to cover this purchase.

The reason for this overrun is the emergency lights and siren package is included in the specifications which would have been charged to Auto & Truck Parts.

Thank you,
Julie

Julie A. Davis, Fire Administrative Officer
City of Cumberland Fire Department
20 Bedford Street
Cumberland, Maryland 21502
Phone: 301.759.6485 Fax: 301.759.6494
Email: julie.davis@cumberlandmd.gov

Jeff Silka <jeff.silka@cumberlandmd.gov>

Tue, Nov 16, 2021 at 10:29 AM

To: Julie Davis <julie.davis@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Rachel Diehl <rachel.diehl@cumberlandmd.gov>, Shannon Adams <shannon.adams@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>

Approved.
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]

Margie Woodring <margie.woodring@cumberlandmd.gov>

Tue, Nov 16, 2021 at 10:32 AM

To: Julie Davis <julie.davis@cumberlandmd.gov>

Julie - Just FYI, the next council meeting will be December 7th.

M.

Margie Woodring

City Clerk / Asst. City Administrator
CITY OF CUMBERLAND
57 N. Liberty Street

11/16/21, 1:00 PM

City of Cumberland, MD Mail - Fire Dept. Vehicle Purchase

Cumberland, MD 21502

Phone: 301-759-6447

Email: margie.woodring@cumberlandmd.gov

[Quoted text hidden]

Julie Davis <julie.davis@cumberlandmd.gov>
To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Tue, Nov 16, 2021 at 10:32 AM

Thank you! - J.

[Quoted text hidden]

[Quoted text hidden]

Julie Davis <julie.davis@cumberlandmd.gov>
To: Margie Woodring <margie.woodring@cumberlandmd.gov>

Tue, Nov 16, 2021 at 10:33 AM

Oh, okay. Thanks, Margie.

[Quoted text hidden]

[Quoted text hidden]

Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Tue, Nov 16, 2021 at 11:32 AM

To: Lisa Terrell <lisa.terrell@cumberlandmd.gov>

Cc: Shannon Adams <shannon.adams@cumberlandmd.gov>, Julie Davis <julie.davis@cumberlandmd.gov>, Melissa Penrod <melissa.penrod@cumberlandmd.gov>

Hi Lisa,

Please transfer:

\$1,060.00 from 001-043-48400 (Auto & Truck Parts) to 001-043-640000 (Capital Expense/Machinery & Equipment) in accordance with the below correspondences.

Kind regards,

Mark

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

From: **Jeff Silka** <jeff.silka@cumberlandmd.gov>

Date: Tue, Nov 16, 2021 at 10:29 AM

Subject: Re: Fire Dept. Vehicle Purchase

To: Julie Davis <julie.davis@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Rachel Diehl <rachel.diehl@cumberlandmd.gov>, Shannon Adams <shannon.adams@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>

[Quoted text hidden]

Lisa Terrell <lisa.terrell@cumberlandmd.gov>
To: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>
Cc: Shannon Adams <shannon.adams@cumberlandmd.gov>, Julie Davis <julie.davis@cumberlandmd.gov>, Melissa Penrod <melissa.penrod@cumberlandmd.gov>

Tue, Nov 16, 2021 at 11:43 AM

Budget Adjustment #2022-1836 is complete

Lisa Terrell
Accounting Specialist
City of Cumberland

[Quoted text hidden]

Julie Davis <julie.davis@cumberlandmd.gov>
To: Lisa Terrell <lisa.terrell@cumberlandmd.gov>
Cc: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Shannon Adams <shannon.adams@cumberlandmd.gov>, Melissa Penrod <melissa.penrod@cumberlandmd.gov>

Tue, Nov 16, 2021 at 12:07 PM

11/16/21, 1:00 PM

City of Cumberland, MD Mail - Fire Dept. Vehicle Purchase

Thank you!

[Quoted text hidden]

[Quoted text hidden]

File Attachments for Item:

. Order 26,906 - authorizing the execution of Change Order No. 2 to the original contract with Carl Belt, Inc. for the Flood Control System Concrete Repairs Project (01-13-FPM), decreasing the original contract amount by \$6,250 and bringing the new contract amount to \$181,400

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

ORDER NO. 26,906

DATE: December 7, 2021

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 2 to the original contract with Carl Belt, Inc., 11521 Milnor Avenue, Cumberland, MD 21502, for City Project "Flood Control System Concrete Repairs" (01-13-FPM) to decrease the original contract amount by the amount of Six Thousand, Two Hundred Fifty Dollars and No Cents (\$6,250.00), bringing the total contract amount to One Hundred Eighty-one Thousand, Four Hundred Dollars and No Cents (\$181,400.00).

Raymond M. Morriss, Mayor

<i>Carl Belt, Inc.</i>	<i>Contract Price</i>
Original Contract Price	\$148,650.00
Change Order No. 1	\$ 39,000.00
Change Order No. 2	(\$ 6,250.00)
New Contract Price	\$181,400.00

Budget: 003.399XF.63000
MDE Grant Funding

Date of Issuance: 11/15/2021	Effective Date: 11/15/21
Owner: City of Cumberland	Owner's Contract No.: 1-13-FPM
Contractor: Carl Belt, Inc.	Contractor's Project No.: 4090
Engineer: City of Cumberland (M. Idleman)	Engineer's Project No.: 1-13-FPM
Project: Flood Control System Concrete Repairs	Contract Name: Flood Control System Concrete Repairs

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

Description: It was determined and agreed upon in the field by Contractor and Engineer to not install Bid Item # 10 (Mill Race – Install Concrete Gutter), in lieu of installing Bid Item # 10A only (Mill Race – Install Riprap Along Slope). Thus, a Credit Change Order shall be executed in order to remove Bid Item #10 and the associated cost from the Invoice as it will not be executed or billed.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 148,650	Original Contract Times: 90 Days Substantial Completion: <u>11/21/2021</u> Ready for Final Payment: _____ days or dates
Increase [Decrease] from previously approved Change Orders No. <u>1</u> to No. ____: \$ 39,000	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: <u>11/21/2021</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 187,650	Contract Times prior to this Change Order: Substantial Completion: <u>11/21/2021</u> Ready for Final Payment: _____ days or dates
[Increase] Decrease of this Change Order: \$ 6,250	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>11/21/2021</u> Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 181,400	Contract Times with all approved Change Orders: Substantial Completion: <u>11/21/2021</u> Ready for Final Payment: _____ days or dates

RECOMMENDED:
By: R. L. [Signature]
Engineer (if required)

Title: Director of Engineer
Date: 11/15/2021

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

Title: CITY ADMINISTRATOR
Date: 11/15/2021

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Title: VP
Date: 11/17/21

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Council Agenda Summary

Meeting Date: 12/7/2021

Key Staff Contact: Matt Idleman

Item Title:

Change Order No. 2 Flood Control System Concrete Repairs, City Project No. 1-13-FPM

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

The City of Cumberland must amend the original contract with Carl Belt, Inc. in order to include the decrease in contract price due to not installing bid item #10 (Mill Race – Install Concrete Gutter), in lieu of installing Bid Item #10A only (Mill Race – Install Riprap Along Slope). This change decreased the original contract in the amount of \$6,250. This will bring the total contract price to \$181,400.00.

Amount of Award: \$(6,250.00)

Budget number: 003.399XF.63000

Grant, bond, etc. reference: MDE Grant Funding

File Attachments for Item:

. Order 26,907 - authorizing execution of an Encroachment Agreement with the Allegany County Commissioners to allow the County to relocate its recycling center from the north side of Riverside Avenue to the western end of Kelly Road

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

ORDER NO. 26,907

DATE: December 7, 2021

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

THAT, the Mayor be and is hereby authorized to execute an Encroachment Agreement by and between the Mayor and City Council of Cumberland and the Board of County Commissioners of Allegany County to allow the County to relocate its recycling center from the north side of Riverside Avenue to the western end of Kelly Road.

Raymond M. Morriss, Mayor

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“Agreement”) is made this ____ day of November, 2021, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and the **Board of County Commissioners of Allegany County, Maryland** (the “County”), a body politic of the State of Maryland.

RECITALS:

WHEREAS, the County owns property used as a Recycling Center on the north side of Riverside Avenue at its westernmost end which is more particularly described in the deed from the Maryland Economic Development Corporation to the County dated June 24, 1990, and recorded among the Land Records of Allegany County, Maryland in Deed Liber 588, folio 819;

WHEREAS, the City owns Kelly Road;

WHEREAS, the County wishes to relocate some of its recycling bins to the western end of Kelly Road, which it deems to be a better location for those operations than its current location on account of the City’s closure of a portion of Riverside Avenue abutting Kelly Road;

WHEREAS, in order to relocate its recycling operations in the manner aforesaid, it requires an agreement allowing it to encroach upon the western end of the right of way of Kelly Road, i.e., this Agreement;

WHEREAS, the location of the County’s desired encroachment into Kelly Road (the “Encroachment”) is shown on the plat (the “Plat”) attached hereto and incorporated by reference herein as Exhibit A; and

WHEREAS, the City has agreed to grant the Encroachment to the County subject to the terms and conditions set forth below.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City and the County hereby agree as follows:

1. Recitals. The Recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement.

2. **Grant of License.** The City hereby licenses and permits the County to utilize the Encroachment for the purposes set forth in the Recitals above, but only within the area of the Encroachment as shown on Exhibit A. It is understood that the Encroachment is hereby deemed to be by license only and is not to be considered a conveyance or permanent grant of an easement or other rights in the area encroached upon. The grant of the said license does not confer any right, title or interest in and to the City's property other than the right to use the Encroachment subject to the terms and conditions of this Agreement.

3. **Duration.** It is understood and agreed that the license for the Encroachment herein granted is temporary in nature. The City may terminate this Agreement at any time and for any reason or no reason at all. In the event the City terminates this Agreement, the County, at its sole cost and expense, shall remove all improvements it installed in the area of the Encroachment subsequent to the date of this Agreement, and it shall return the area in which the Encroachment is located to the City in good repair and condition and in compliance with applicable laws and regulation. Said removal and restoration shall be completed no later than sixty (60) days from the date of the City's demand therefor. If the County fails to complete the removal of the Encroachment and the restoration of the area of the Encroachment in the manner and within the time frame aforesaid, the City may effect the said removal and/or restoration, and the County shall indemnify the City for the costs it incurs in doing so.

4. **Construction.** Any and all bearings and/or structures erected upon or in the area of the Encroachment by or on behalf of the County shall be supported by their own foundations and shall not rely on existing conditions or structures located within the right-of-way. Any construction within the area of the Encroachment shall be undertaken, completed and at all times maintained by the County in a good and/or workmanlike manner, using sound construction, engineering and/or maintenance techniques and practices. To the extent that any permits are required for construction in or improvement to the area of the Encroachment, the County shall apply for and obtain them at its sole cost and expense. This Agreement shall not be deemed to constitute such a permit or an application therefor.

5. **Snow Removal.** The County shall be responsible for plowing the snow which accumulates on Kelly Road from Springdale Boulevard to the cul-de-sac on the western end of Kelly Road where the encroachment is located, as well as the section of Kelly Road that extends northwest of the cul-de-sac for a distance of approximately 260 lineal feet.

6. **Indemnification.** The County, for itself and on behalf of all future owners of the property which includes, hereby agree(s) to indemnify and hold the City harmless from and against any and all liabilities, damages, claims, costs and expenses, including, but not limited to, attorneys' fees, court costs and litigation expenses, which may be imposed upon or asserted against the City arising from or in any way associated with the Encroachment, the County's breach of the terms of this Agreement and/or any acts or omissions occurring within or related to the area in which the Encroachment is located. The County's indemnification obligations include those arising out of any hazardous substance accumulation or contamination in the Encroachment and surrounding area

7. **Binding Nature.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

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

9. **Entire Agreement.** This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

10. **Waiver.** The City's indulgence with respect to any of the terms and conditions of this Agreement or its failure to exercise any of its rights hereunder shall not constitute a waiver thereof, and the County shall remain liable and responsible for the strict performance of such terms and conditions.

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

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

13. **Jury Trial Waiver.** **THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY**

BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT.

14. **Recording Costs/Taxes.** The City reserves the right to record this Agreement among the Land Records of Allegany County, Maryland. The County shall bear the costs of recordation, if any.

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

**BOARD OF COUNTY
COMMISSIONERS OF ALLEGANY
COUNTY, MARYLAND**

By: _____ (SEAL)
Jacob C. Shade, President

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

I HEREBY CERTIFY, that on this ____ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morris**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said municipal corporation and that he is duly authorized by it to make this acknowledgment.

WITNES.S my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Jacob C. Shade**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the President of the County, and acknowledged the foregoing to be the act and deed of the County and that he is duly authorized by it to make this acknowledgment.

WITNES.S my hand and Notarial Seal.

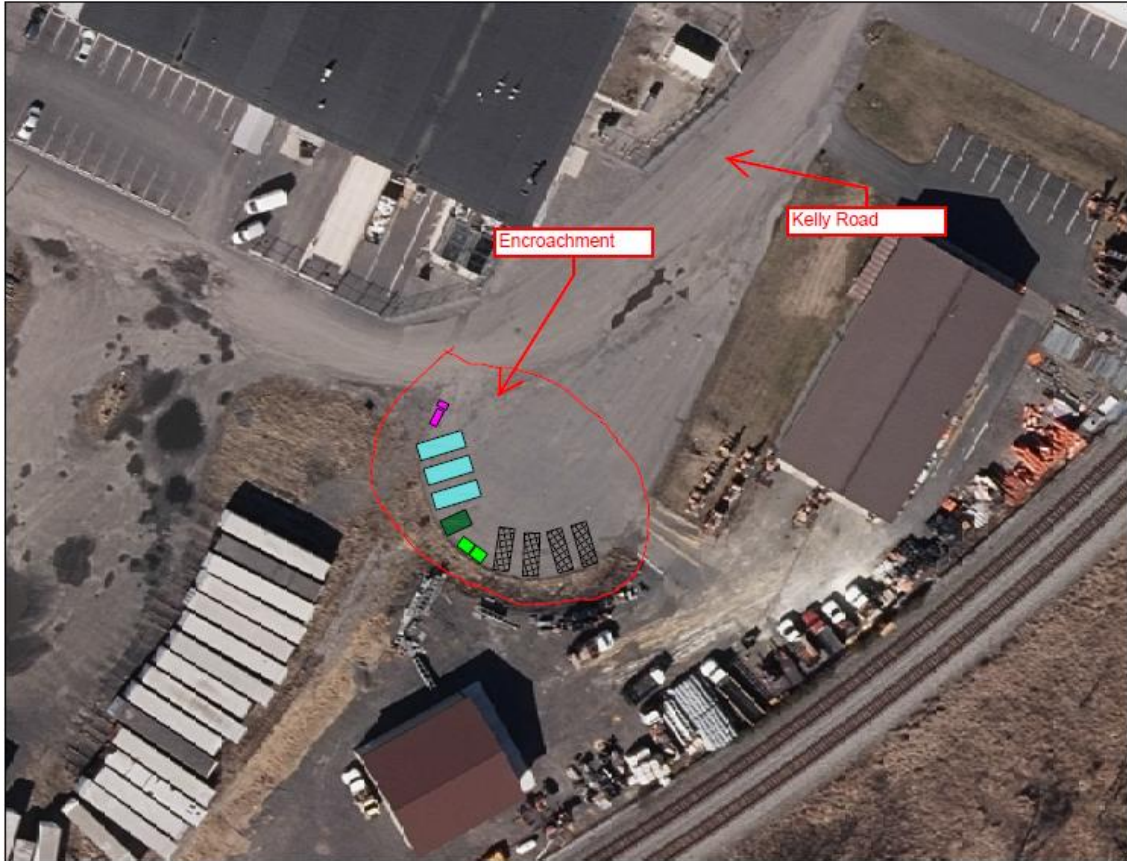
NOTARY PUBLIC

My Commission Expires: _____

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney; and that no title search was performed in connection with its preparation.

MICHAEL SCOTT COHEN

EXHIBIT A



File Attachments for Item:

. Order 26,908 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the downtown mall for the New Year's Eve Ball Drop event, to be effective beginning December 31, 2021 at 10:00 p.m. and extending through January 1, 2022, at 1:00 a.m.; notwithstanding that open glass containers shall not be permitted

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

ORDER NO. 26,908

DATE: December 07, 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 **New Year's Eve** event beginning on December 31, 2021, at 10:00 p.m. through 1:00 a.m. on January 1, 2022, 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

File Attachments for Item:

. Order 26,909 - declaring City-owned property at 443 Columbia Street to be surplus property and authorizing it for sale to the general public

Real Property Data Search

Search Result for ALLEGANY COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Special Tax Recapture: None					
Account Identifier:		District - 05 Account Number - 016290			
Owner Information					
Owner Name:		MAYOR AND CITY COUNCIL OF CUMBERLAND		Use:	EXEMPT
Mailing Address:		57 N LIBERTY ST CUMBERLAND MD 21502-		Principal Residence:	NO
				Deed Reference:	/02703/ 00390
Location & Structure Information					
Premises Address:		443 COLUMBIA ST CUMBERLAND 21502-0000		Legal Description:	443 COLUMBIA ST PT LOT 50 25X113
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:
0104	0016	1936	6050001.01	0000	
			Block:	Lot:	Assessment Year:
					2021
Town: CUMBERLAND			Plat No:		
			Plat Ref:		
Primary Structure Built		Above Grade Living Area		Finished Basement Area	
				Property Land Area	
				2,837 SF	
Stories	Basement	Type	Exterior	Quality	Full/Half Bath
			/		
Garage					
Last Notice of Major Improvements					
Value Information					
		Base Value	Value	Phase-in Assessments	
			As of	As of	As of
			01/01/2021	07/01/2021	07/01/2022
Land:		1,700	1,700		
Improvements		0	0		
Total:		1,700	1,700	1,700	1,700
Preferential Land:		0	0		
Transfer Information					
Seller: WITT SHAWN		Date: 09/22/2021		Price: \$0	
Type: NON-ARMS LENGTH OTHER		Deed1: /02703/ 00390		Deed2:	
Seller: KING VIRGINIA L		Date: 11/28/2016		Price: \$100	
Type: NON-ARMS LENGTH OTHER		Deed1: /02259/ 00501		Deed2:	
Seller: COLLINS, WILLIAM A-VIVIAN PITTMAN		Date: 10/02/1990		Price: \$10,000	
Type: ARMS LENGTH IMPROVED		Deed1: /00590/ 00750		Deed2:	
Exemption Information					
Partial Exempt Assessments:	Class			07/01/2021	07/01/2022
County:	670			0.00	1,700.00
State:	670			0.00	1,700.00
Municipal:	670			0.00 1,700.00	0.00 1,700.00
Special Tax Recapture: None					
Homestead Application Information					
Homestead Application Status: No Application					
Homeowners' Tax Credit Application Information					
Homeowners' Tax Credit Application Status: No Application				Date:	

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

ORDER NO. 26,909

DATE: December 7, 2021

WHEREAS, the Mayor and City Council of Cumberland is the record owner of a parcel of property identified as 443 Columbia Street; and

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

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

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

443 Columbia Street

Tax ID No. 05-016290

Deed reference: Book 2703, Page 390

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

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 26,910 - approving the request from Noble Environmental (Mountainview Landfill) for a one-year extension on the current contract to provide landfill services for accepting municipal solid waste from the City of Cumberland (22-18-M) for an additional one-year term to be effective 7/1/22 - 6/30/23, and to accept curbside municipal solid waste with a \$38.52/ton tipping fee

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

ORDER NO. 26,910

DATE: December 7, 2021

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

THAT the City Administrator be and is hereby authorized to approve the request of Noble Environmental - Mountainview Landfill, Inc., 13300 New Georges Creek Road, SW, Frostburg, MD, 21532 to extend the current contract by one (1) year to provide Landfill Services accepting curbside municipal solid waste at \$38.52 per ton tipping fee relative to City Project 22-18-M, for the term July 1, 2022 through June 30, 2023.

Raymond M. Morriss, Mayor

Budget: 004.054T 51900



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

November 22, 2021

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

RE: Mountainview Landfill, Inc. – City Project No. 22-18-M
Agreement Extension July 1, 2022 through June 30, 2023

Dear Raquel:

Mountainview Landfill, Inc. respectfully requests an extension to the current agreement for disposal services. The new term will be July 1, 2022 through June 30, 2023.

As stated in the original bid, the tipping fee will be \$38.52 per ton, a 3% increase from the current year three rate.

Please contact me if you need additional information at dhilbert@Nobleenviro.com or (240) 920-8034. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Dusty Hilbert", is written over a faint, larger signature that is partially obscured.

Dusty Hilbert
Regional Landfill Manager

Council Agenda Summary

Meeting Date: December 7

Key Staff Contact: Raquel Ketterman

Item Title: Municipal Solid Waste: Landfill Services 1-year Contract Extension (Project No. 22-18-M)

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

Consider describing in detail 1) what the project / purchase / contract/ presentation, etc. entails; 2) what funding will be used; 3) whether the project, etc. is budgeted for this fiscal year or what other funding will apply; 4) if sole source, how the purchase qualifies under the code provisions; 5) benefits to City; 6) timeline, etc.

An order to accept Noble Environmental – Mountainview Landfill – contract extension request to accept curbside municipal solid waste at \$38.52 per ton tipping fee for July 1, 2022 to June 30, 2023 (one 1-year extension).

Amount of Award: \$38.52 per ton

Budget number: 004.054T 51900

Grant, bond, etc. reference: City Funds

File Attachments for Item:

. Order 26,911 - authorizing the sole source purchase of filter media in the estimated amount not-to-exceed \$50,000 from Leopold/Xylem Water Solutions USA, Inc. for media replacement in filter beds at the Water Filtration Plant

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

ORDER NO. 26,911

DATE: December 7, 2021

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

THAT, the sole source purchase of anthracite and sand filter media for filter beds at the Water Filtration Plant from Leopold/Xylem Water Solutions USA, Inc., 227 S. Division Street, Zelienople, PA, 16063 to replace existing media in the filter beds that are original equipment from Leopold, be and is hereby approved in the estimated amount not-to-exceed Fifty Thousand Dollars and No Cents (\$50,000.00).

Raymond M. Morriss, Mayor

Budget: 002.230.64000

Proposal

Cumberland WTP

Cumberland, MD.



7/26/2021



Xylem Water Solutions USA, Inc.
227 S. Division St.
Zelienople, PA 16063
Mr. Chris Ball
Direct: 724-453-2109
Mobile: 724-713-7145
Email: chris.ball@xylem.com

7/26/2021

Project name : Cumberland, MD WTP
Project number : S21342

To Zachary Sloane:

Based on your inquiry, we are pleased to forward the following proposal to your attention. Thank you for the opportunity to offer our equipment and services for the Cumberland, MD WTP project.

We hope that our proposal meets your expectation. If you have any questions, please do not hesitate to contact me or our local representative.

Respectfully,

Chris Ball
Senior Sales Engineer

1 Technical Description

1.1 SCOPE OF SUPPLY

We are pleased to offer the following materials and services by Xylem Water Solutions USA, Inc. This quotation has been prepared using provided information.

FILTER MEDIA:

475 cubic feet	FILTER ANTHRACITE –
	Effective Size: 0.95 mm to 1.05 mm
	Uniformity coefficient: 1.30

Submittals:

Materials meet and/or exceed American Water Works Association Standard B100 (latest revision) for Filtering Material. Typical samples and/or test reports detailing the physical and chemical characteristics of the filtering material will be provided for review and approval as required by the specification. If independent testing is required per specification, test reports of the actual material produced will be submitted for approval prior to release for shipment.

Packaging and Placement of Materials:

Material will be packaged in one cubic foot polypropylene or paper bags Anthracite- 50 lbs. each and palletized.

Quantities:

Quantities indicated above are Xylem Water Solutions USA, Inc best calculations of the quantity requirements. Any loss of material due to storage or handling is not covered by this proposal.

2 Price & Scope of Supply

2.1 MAIN SCOPE

BASIS of PRICING:

Any items and/or accessories not specifically called out in this quotation must be construed as being furnished by others.

This quotation is considered firm for 90 days. Orders received more than 90 days after the date of this quotation are reviewed by Xylem Water Solutions USA, Inc before acceptance and are subject to changes in prices or delivery depending on conditions existing at the time of entry. Quoted prices are firm for delivery within 12 months from the delivery date stipulated in the plans & specifications or mutually agreed upon by Xylem Water Solutions USA, Inc. and Purchase Order issuer at time of order placement.

We do not include any applicable taxes.

Orders resulting from this quotation should be addressed to Xylem Water Solutions USA, Inc. 227 S. Division St., Zelienople, PA, 16063, USA.

We propose to furnish the material described in this document for **a total selling price of \$7,110.000**. Pricing for the equipment and field services outlined in this proposal, DAP Jobsite per Incoterms 2020.

For further information pertaining to the equipment contained in this proposal, please contact our area representative, who is:

Payment terms:

100% net 30 days from the date of the respective shipments of the material

3 Commercial Terms & Conditions

3.1 DELIVERY SCHEDULE

- Please consult our factory for manufacturing lead-times.



FILTER MEDIA WARRANTY (if applicable): SELLER warrants that its filter media products will meet the standards established by the latest edition of AWWA (American Water Works Association) B100. SELLER shall be responsible for verifying that the filter media meets or exceeds the AWWA B100 Standard at the point of sale. Testing shall be by an independent laboratory, which regularly performs testing of filter media. BUYER shall notify Xylem Water Solutions USA, Inc. immediately upon discovery of any defective product. The SELLER shall have the right to inspect said product and BUYER shall, if requested, return the defective product to the SELLER with transportation prepaid. NO LIABILITY IS ASSUMED BY THE SELLER UNDER ANY CIRCUMSTANCES FOR LABOR, MATERIAL OR OTHER COSTS ASSOCIATED WITH THE REMOVAL OR REPLACEMENT OF MEDIA UNLESS PREVIOUSLY APPROVED IN WRITING BY AN AUTHORIZED EMPLOYEE OF THE SELLER.

3.2 TERMS AND CONDITIONS OF SALE – NORTH AMERICA

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted. Terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between parties.

Different terms are hereby rejected unless expressly assented to in writing.

AGREEMENT TO PURCHASE: BUYER agrees to purchase the equipment and services herein in accordance with the terms and conditions set forth above.

ACCEPTANCE: SELLER hereby accepts BUYER'S offer to purchase.

(BUYER)

Xylem Water Solutions USA, Inc.

BY: _____

BY: _____

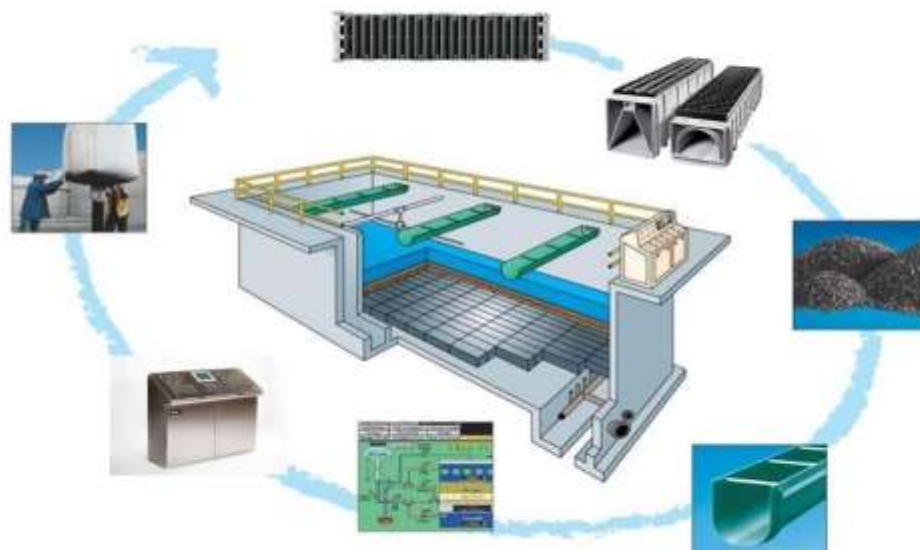
_____, 20 _____

_____, 20 _____

Proposal

Cumberland WTP

Cumberland, MD.



7/26/2021



Xylem Water Solutions USA, Inc.
227 S. Division St.
Zelienople, PA 16063
Mr. Chris Ball
Direct: 724-453-2109
Mobile: 724-713-7145
Email: chris.ball@xylem.com

7/26/2021

Project name : Cumberland, MD WTP
Project number : S21342

To Zachary Sloane:

Based on your inquiry, we are pleased to forward the following proposal to your attention. Thank you for the opportunity to offer our equipment and services for the Cumberland, MD WTP project.

We hope that our proposal meets your expectation. If you have any questions, please do not hesitate to contact me or our local representative.

Respectfully,

Chris Ball
Senior Sales Engineer

1 Technical Description

1.1 SCOPE OF SUPPLY

We are pleased to offer the following materials and services by Xylem Water Solutions USA, Inc. This quotation has been prepared using provided information.

FILTER MEDIA:

325 cubic feet	SILICA SAND –
	Effective size: 0.45 mm to 0.55 mm
	Uniformity coefficient: 1.40

Submittals:

Materials meet and/or exceed American Water Works Association Standard B100 (latest revision) for Filtering Material. Typical samples and/or test reports detailing the physical and chemical characteristics of the filtering material will be provided for review and approval as required by the specification. If independent testing is required per specification, test reports of the actual material produced will be submitted for approval prior to release for shipment.

Packaging and Placement of Materials:

Material will be packaged in one cubic foot polypropylene or paper bags Anthracite- 50 lbs. each and palletized.

Quantities:

Quantities indicated above are Xylem Water Solutions USA, Inc best calculations of the quantity requirements. Any loss of material due to storage or handling is not covered by this proposal.

2 Price & Scope of Supply

2.1 MAIN SCOPE

BASIS of PRICING:

Any items and/or accessories not specifically called out in this quotation must be construed as being furnished by others.

This quotation is considered firm for 90 days. Orders received more than 90 days after the date of this quotation are reviewed by Xylem Water Solutions USA, Inc before acceptance and are subject to changes in prices or delivery depending on conditions existing at the time of entry. Quoted prices are firm for delivery within 12 months from the delivery date stipulated in the plans & specifications or mutually agreed upon by Xylem Water Solutions USA, Inc. and Purchase Order issuer at time of order placement.

We do not include any applicable taxes.

Orders resulting from this quotation should be addressed to Xylem Water Solutions USA, Inc. 227 S. Division St., Zelienople, PA, 16063, USA.

We propose to furnish the material described in this document for **a total selling price of \$6,870.00**. Pricing for the equipment and field services outlined in this proposal, DAP Jobsite per Incoterms 2020.

For further information pertaining to the equipment contained in this proposal, please contact our area representative, who is:

Payment terms:

100% net 30 days from the date of the respective shipments of the material

3 Commercial Terms & Conditions

3.1 DELIVERY SCHEDULE

- Please consult our factory for manufacturing lead-times.

FILTER MEDIA WARRANTY (if applicable): SELLER warrants that its filter media products will meet the standards established by the latest edition of AWWA (American Water Works Association) B100. SELLER shall



be responsible for verifying that the filter media meets or exceeds the AWWA B100 Standard at the point of sale. Testing shall be by an independent laboratory, which regularly performs testing of filter media. BUYER shall notify Xylem Water Solutions USA, Inc. immediately upon discovery of any defective product. The SELLER shall have the right to inspect said product and BUYER shall, if requested, return the defective product to the SELLER with transportation prepaid. NO LIABILITY IS ASSUMED BY THE SELLER UNDER ANY CIRCUMSTANCES FOR LABOR, MATERIAL OR OTHER COSTS ASSOCIATED WITH THE REMOVAL OR REPLACEMENT OF MEDIA UNLESS PREVIOUSLY APPROVED IN WRITING BY AN AUTHORIZED EMPLOYEE OF THE SELLER.

3.2 TERMS AND CONDITIONS OF SALE – NORTH AMERICA

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted. Terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between parties.

Different terms are hereby rejected unless expressly assented to in writing.

AGREEMENT TO PURCHASE: BUYER agrees to purchase the equipment and services herein in accordance with the terms and conditions set forth above.

ACCEPTANCE: SELLER hereby accepts BUYER'S offer to purchase.

(BUYER)

Xylem Water Solutions USA, Inc.

BY: _____

BY: _____

_____, 20 _____

_____, 20 _____



Derrik Grimm <derrik.grimm@cumberlandmd.gov>

WFP Filter Media - Sole Source

Jeff Silka <jeff.silka@cumberlandmd.gov>

Mon, Nov 29, 2021 at 3:34 PM

To: Robert Smith <robert.smith@cumberlandmd.gov>

Cc: Zach Sloane <zach.sloane@cumberlandmd.gov>, Cindi Mertens <cindi.mertens@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Derrik Grimm <derrik.grimm@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

I approve your request.

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

On Mon, Nov 29, 2021 at 2:38 PM Robert Smith <robert.smith@cumberlandmd.gov> wrote:

Jeff - As discussed in the Director's meeting, I am requesting permission to sole source the purchase of filter media for the filtration beds at the Water Filtration Plant to Leopold in the estimated amount of \$50,000. Leopold is the original manufacturer of the equipment installed at the plant. PADEP requires that the filter media be replaced "in-kind" and there is not another source that can match the specs or supply us with the media. The media takes 36 weeks to be delivered so we'll be placing three orders, one month apart to replace the existing. We don't have sufficient room at the plant to store all of the media at one time.

The quotes are attached. As we won't be placing the full order at one time and delivery is not quoted, the additional estimated funds should cover inflation and delivery.

Please respond to this email concurring with this request and Derrik will place an order on the 12/7 M&CC agenda. Thanks.

Robert Smith, P.E.

Director of Engineering/Interim Utilities Manager
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
Office 301-759-6600
Direct 301-759-6601
Cell 301-268-1180
FAX 301-759-6608
email: robert.smith@cumberlandmd.gov

Council Agenda Summary

Meeting Date: 12/7/2021

Key Staff Contact: Robert Smith, PE

Item Title:

Filter Media Replacement

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

Sole source request to allow the Water Filtration Plant to purchase anthracite and sand filter media from Leopold in the estimated amount of \$50,000. In accordance with City's operating permit from the Pennsylvania Department of Environmental Protection, the filter media must be replaced "in-kind". Leopold is the original equipment manufacturer of the filter beds and is the only one who can supply us with the material that meets the specifications.

This order will allow City crews to replace the existing media in which has exhausted its useful life. Three filter beds will be rehabilitated. Each rehabilitated filter bed will be replaced one at a time due to the limited storage at the Plant. Three orders must be placed and the filter media takes 9 months to be delivered. The additional requested funding will be used to cover material inflation due to the long lead time and the delivery fees which cannot be quoted at this time.

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

Amount of Award: \$50,000.00

Budget number: 002.230.64000

Grant, bond, etc. reference: Water Funds

File Attachments for Item:

. Order 26,912 - accepting the sole source proposal from Cleveland Brothers Caterpillar, Murrys ville, PA to provide a new Caterpillar 246D3 Skid Steer Loader with saw attachment for an amount not to exceed \$66,755.00 through Sourcewell agreement pricing and including a trade-in price of \$7,000 for a 1999 Bobcat Skid Steer Model 763

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

ORDER NO. 26,912

DATE: December 7, 2021

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

THAT, the Sole Source purchase of a New Caterpillar 246D3 Skid Steer Loader with saw attachment from Cleveland Brothers Caterpillar, 4565 William Penn Highway, Murrys ville, PA, 15668 in an amount not-to-exceed Sixty-six Thousand, Seven Hundred Fifty-five Dollars and No Cents (\$66,755.00) be and is hereby accepted; and

BE IT FURTHER ORDERED, that this equipment will be purchased as part of Sourcewell Agreement Pricing #032119CAT in accordance with City Code Section 2-171 (c) (iv) .

Raymond M. Morriss, Mayor

Budget: 002.220.64000

Council Agenda Summary

Meeting Date: December 7, 2021

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the Sole Source Purchase of a New Caterpillar 246D3 Skid Steer Loader from Cleveland Brothers Caterpillar, 4565 William Penn Hwy Murrysville, PA 15668 for an amount not to exceed \$66,755.00.

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

Requesting an order to accept the sole source purchase of a New Caterpillar 246D3 Skid Steer Loader from Cleveland Brothers Caterpillar for an amount not to exceed \$66,755.00. Cleveland Brothers Caterpillar is offering Sourcewell Agreement Pricing #032119CAT, which is in accordance with the City Code Sec. 2-171 (c) (iv) of the City Code - through joint efforts with other agencies, such as those of the state, county and board of education, the city is able to take advantage of bulk purchase pricing and special sales opportunities. We will be trading in a 1999 Bobcat Skid Steer Model 763 for \$7,000, which is included in the quoted amount above. This Skid Steer will be used in daily operations for material moving in the Water Department, as well as assist in snow removal operations.

Amount of Award:

\$66,755.00

Budget number:

002.220.64000 (Water Department)

Grant, bond, etc. reference:

N/A



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Sole Source Request for FY2022 Water Department Skid Steer

3 messages

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Mon, Nov 29, 2021 at 9:22 AM

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

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Marty Watts <marty.watts@cumberlandmd.gov>

Jeff,

I would like to request a sole source for a New Caterpillar 246D3 skid steer with wheel saw from Cleveland Brothers Caterpillar. They are offering us Sourcewell Contract 032119CAT pricing. This contract pricing from Sourcewell is in accordance with the City Code Sec. 2-171 (c) (iv) – through joint efforts with other agencies, such as those of the state, county and board of education, the city is able to take advantage of bulk purchase pricing and special sales opportunities. The Water Department budgeted \$50,000 for a skid steer and \$15,000 for a saw attachment totaling \$65,000. The total cost of the Caterpillar 246D3 and wheel saw is \$66,755 after the trade-in of our current skid steer with a trade-in value of \$7,000. I know that this is a little over budget, but we have decided to forgo getting the Service Body Truck which was budgeted for \$47,500.00 and was hoping to use some of that money to cover this purchase as we did for the 5-Ton Dump Truck. Ken and Mark are both fine from a funding standpoint. The Caterpillar Skid Steer better fits our needs than other skid steers for the main reason of part availability as well as reliability with other Caterpillar equipment that we currently own. Bill Miller Equipment is local and usually has us parts within a day.

Please consider this sole source request.

Thanks,

Brian

David Brian Broadwater Jr*Fleet Manager*

City of Cumberland, MD

W: (301) 759-6627 | C: (240) 920-2079

215 Bowen St. | Cumberland, MD 21502

**Cumberland**
*Maryland***Jeff Silka** <jeff.silka@cumberlandmd.gov>

Mon, Nov 29, 2021 at 9:38 AM

To: Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Marty Watts <marty.watts@cumberlandmd.gov>

Approved

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]

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Mon, Nov 29, 2021 at 9:41 AM

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

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Marty Watts <marty.watts@cumberlandmd.gov>

Thank you

[Quoted text hidden]

TO: CITY OF CUMBERLAND
57 N LIBERTY ST
CUMBERLAND, MD 21502-2312

DATE: November 19, 2021

ATTENTION:

ONE (1) NEW CATERPILLAR 246D3 HF 246D3 SKID STEER LOADER S/N N/A

TIRES, 12/16.5 CAT 10PR
HEATER, ENGINE COOLANT, 120V
COUNTERWEIGHT, MACHINE, EXTERNAL
REAR LIGHTS
DOOR, CAB, POLYCARBONATE
SEAT BELT, 2"
RIDE CONTROL
CERTIFICATION ARR, P65
PRODUCT LINK, CELLULAR PL243
BATTERY, EXTRA HD, DISC, 1000 CCA
CAB PACKAGE, ULTRA
BUCKET-GP, 74", BOCE

HYDRAULICS, PERFORMANCE, (H3)
CONTROL, ISO, PROP, WT
POWERTRAIN, TWO SPEED
LIGHTS, LED
ROPS, ENCLOSED WITH A/C (C3)
DISPLAY, ADVANCED, LCD, CAMERA
FAN, COOLING, DEMAND
QUICK COUPLER, HYDRAULIC
SEAT, AIR SUSPENSION, CLOTH, HEAT
RADIO, AM/FM, BLUETOOTH
FILM, TWO SPEED, W/HIGH FLOW XPS
WHEEL SAW, SW345, 3"

Selling Price:

\$73,755.00

Warranty:

STANDARD WARRANTY: 24 MONTH/2,000 HOUR (6 MONTH TRAVEL TIME & MILES INCLUDED)

Trades:

Model

1999 BOBCAT 763

Serial Number

512243447

Amount

\$7,000.00

Total Trades:

\$7,000.00

Finance Summary:

Selling Price

\$73,755.00

Total Trades

(\$7,000.00)

Net Selling Price

\$66,755.00

AVAILABLE UNDER SOURCEWELL AGREEMENT 032119CAT

THE FOREGOING QUOTATION IS EFFECTIVE FOR 30 DAYS.

STANDARD TERMS: SUBJECT TO CREDIT APPROVAL: NET 10 DAYS. UCC-1 FINANCING STATEMENT WILL BE FILED AND A \$400.00 DOCUMENTATION FEE WILL BE CHARGED IF NOT PAID IN FULL ON OR BEFORE 15 DAYS FROM DELIVERY DATE UNLESS OTHERWISE NOTED ON THE SALES CONTRACT.

BY: Jason N Harper QN: S000141464

DELIVERY:

LEAD TIME: To be determined at the time of order

ATTENTION: THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE OF THIS QUOTATION/OFFER TO SELL -- INCLUDING DISCLAIMERS OF WARRANTIES (INCLUDING MERCHANTABILITY), DISCLAIMERS OF TORT LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), LIMITATION OF REMEDIES AND EXCLUSIONS OF AND ANY ATTACHMENTS INCORPORATED HEREIN CONSTITUTE THE TERMS, CONDITIONS AND COVENANTS OF THIS QUOTATION/OFFER TO SELL.

CITY OF CUMBERLAND MARYLAND

DEPARTMENT OF PUBLIC WORKS

November 23, 2021

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

Dear Mayor and City Council,

I recommend that we move forward with the sole source purchase of a New Caterpillar 246D3 Skid Steer Loader with Saw Attachment from Cleveland Brothers Caterpillar for an amount not to exceed \$66,755.00. Cleveland Brothers Caterpillar is offering Sourcewell Agreement Pricing #032119CAT, which is in accordance with the City Code Sec. 2-171 (c) (iv) of the City Code - through joint efforts with other agencies, such as those of the state, county and board of education, the city is able to take advantage of bulk purchase pricing and special sales opportunities.

MAYOR

RAYMOND M. MORRISS

COUNCIL

RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
JOSEPH P. GEORGE
LAURIE P. MARCHINI

This skid steer with saw attachment was budgeted by the Water Department for \$65,000.00. We are going to trade in our current 1999 Bobcat Skid Steer Model 763 for an amount of \$7,000. The total cost of this skid steer with saw attachment after trade in will be \$66,755.00. Funding is available to cover the excess overbudget. Sourcewell pricing is a purchasing cooperative that allows us to save time and money by pre bidding these types of vehicles and equipment.

Please consider this sole source purchase.

CITY ADMINISTRATOR

JEFFREY E. SILKA

**PW OPERATIONS
MANAGER**

BROOKE CASSELL

Sincerely,



David Broadwater Jr
Fleet Manager



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

215 BOWEN STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)759-6620 • FAX (301)759-6632 • TDD (800)735-2258

File Attachments for Item:

. Order 26,913 - accepting the sole source proposal from Five Star International and Stephenson Equipment to provide a new International HV507 SFA Dump Truck w/plow and spreader through Co-Star pricing for an amount not-to-exceed \$171,630

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

ORDER NO. 26,913

DATE: December 7, 2021

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

THAT, the sole source purchase of a new International HV507 SFA Dump Truck with Plow and Spreader from Five Star International, LLC, 1810 South 19th Street, Harrisburg, PA, 17104 and Stephenson Equipment, 7201 Paxton Street, Harrisburg, PA, 17111 in an amount not-to-exceed One Hundred Seventy-one Thousand, Six Hundred Thirty Dollars and No Cents (\$171,630.00) be and is hereby accepted; and

BE IT FURTHER ORDERED, that this vehicle and equipment will be purchased under CoStar pricing 025-005 and 025-021, in accordance with City Code Section 2-171 (c) (iv).

Raymond M. Morriss, Mayor

Budget: 002.220.64000

Council Agenda Summary

Meeting Date: December 7, 2021

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the Sole Source Purchase of a New International HV507 SFA Dump Truck with Plow and Spreader from Five Star International, LLC, 1810 South 19th Street, Harrisburg, PA 17104 and Stephenson Equipment 7201 Paxton Street, Harrisburg, PA 17111 for an amount not to exceed \$171,630.00.

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

Requesting an order to accept the sole source purchase of a New International HV507 SFA Dump Truck with Plow and Spreader from Five Star International, LLC and Stephenson Equipment for an amount not to exceed \$171,630.00. Five Star International, LLC and Stephenson Equipment are offering CoStar pricing 025-005 and 025-021, which is in accordance with the City Code Sec. 2-171 (c) (iv) of the City Code - through joint efforts with other agencies, such as those of the state, county and board of education, the city is able to take advantage of bulk purchase pricing and special sales opportunities. This truck will be used in daily operations for material moving in the Water Department, as well as assist in snow removal operations.

Amount of Award:

\$171,630.00

Budget number:

002.220.64000 (Water Department)

Grant, bond, etc. reference:

N/A



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Sole Source Request for FY2022 Water 5-Ton Dump Truck

3 messages

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Tue, Nov 16, 2021 at 8:43 AM

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

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Marty Watts <marty.watts@cumberlandmd.gov>

Jeff,

The Water Department budgeted \$160,000 for FY2022 to purchase a new 5-Ton Dump Truck with Plow and Spreader. I recommend that we move forward with the sole source purchase of a New International HV507SFA Dump Truck with Plow and Spreader from Five Star International and Stephenson Equipment through CoStars #025-021. This is a purchasing Co-Op from Pennsylvania. Both of these companies are offering us CoStar pricing, which is accordance with the Section 2-171 (c) (iv) of the City Code (through joint efforts with other agencies, such as those of the state, county and board of education, the city is able to take advantage of bulk purchase pricing and special sales opportunities). Five Star International is supplying the Truck Chassis for \$105,845 and Stephenson Equipment is supplying the upfit of the dump body, plow and spreader for \$65,785. For a total amount of \$171,630. I know this is over budget. One of the other trucks we budgeted for this year out of the Water Department we have decided to not purchase and would like to use some of that money to cover the cost of the over budget. I spoke with Ken regarding this matter and he is fine with using that 10 year asset money for another 10 year asset. We have purchased trucks from Five Star International and Stephenson Equipment in the past and have always received our vehicles in a timely manner and have been provided with great service.

Also, I had obtained a quote from Beltway International using Sourcewell Pricing and it came in way over budget at \$196,565.96. I have attached this quote below as well. If you have any questions please let me know.

Please consider this sole source request.

Thanks,
Brian

David Brian Broadwater Jr*Fleet Manager*

City of Cumberland, MD

W: (301) 759-6627 | C: (240) 920-2079

215 Bowen St. | Cumberland, MD 21502

**Cumberland**
*Maryland***2 attachments** **1787_001.pdf**
101K **1788_001.pdf**
63K

Jeff Silka <jeff.silka@cumberlandmd.gov>

Tue, Nov 16, 2021 at 8:47 AM

To: Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Marty Watts <marty.watts@cumberlandmd.gov>

Approved.

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]

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Tue, Nov 16, 2021 at 8:49 AM

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

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Marty Watts <marty.watts@cumberlandmd.gov>

Thank you.

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Total Factory List Price Including Options:		\$163,330.00
Raw Material Surcharge	\$1,750.00	
PDI	\$450.00	
Total Preparation And Delivery:		\$2,200.00
Total Freight:		\$2,600.00
Total Factory List Price Including Freight:		\$168,130.00
Less Customer Allowance:		(\$62,285.00)
Total Vehicle Price:		\$105,845.00
Total Sale Price:		\$105,845.00
Total Per Vehicle Sales Price:		\$105,845.00
Net Sales Price:		\$105,845.00

Truck chassis priced in accordance with costars contract 025-005

Chassis payment due 15 days after delivery to specified body company, unless otherwise noted.

Proposal valid for 15 days.

Five Star International LLC is not responsible for changes in government mandates (ex: CARB) and applicable taxes or associated items, specification changes, freight, vendor price increases and availability, product discontinuation and surcharges.

Please feel free to contact me should you have any questions or concerns.

Thanks,

Bill Beck
717.614.4804
bill.beck@fivestartucks.com

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



MJR Location: 4210 Chambers Hill Rd, Harrisburg PA 17111
Phone: 717-901-9070

Pennsylvania Locations: Harrisburg, PA (Corporate Headquarters)
Butler, PA Ebsensburg, PA Philadelphia, PA Pittsburgh, PA Wilks-Barre, PA

10/20/21

T-1871

Stephenson Equipment Inc

Ph 724-865-9221

Fax 724-865-9817

International HV507

GVW 37,000 lb. 84-87" CA

Attn: **City of Cumberland**

10'6" Aluminum dump service

3/8" 5454 H34 floor

4" I-beam 6061T6 on 12" centers

6" I-beam 6061T6 longitudines on rubber cushion

24" 3/16" 5454 H34 sides w/ 2x12" Pine boards

Dirt shedders w/tarp bar & Inside radius

36" Aluminum tailgate w/ 3 coal doors

37" Rear corner height

Pin type top hardware w/ Air bottom latches

24" Cab protector w/8-10" lip (Tarp ready)

Three step ladder w/grab handle (Slide out)

Splash shields, mud flaps

DOT Approved lighting w/OEM tail lights

Rear post STT/LED / Backup combo

Six light LED strobe kit

2 Spreader lights

Trucklite Fender Mounted **Heated** Plow Lights (80880)

3/4" Hitch plate w/ D-rings, 7 Pin plug

30 Ton bolt on pintle hook

Glad hands (IF AIR EXISTS AT REAR)

Aluminum oil tank

18x18x24 Aluminum toolbox

Roll Rite Aluminum Electric Tarp (Asphalt)

Conspicuity Tape on sides and rear

ICC bumper & 112 Db backup alarm

Install Buyers Snow Dogg Plow , Muni, 9'x36",FT,CS, Drop Pin(1665110100) Hitch , Drop Pin, Bumper to axle(16401100), Running Gear Shoe kit, Deflector kit, Marker kit and Chain Block Kit

Install Swenson SADS-CD-6-3 Under Tailgate Stainless Steel Spreader, 6" Auger, Ploy Spinner, Center Drop

U-850DA LM Hoist

Central Hydraulics for Hoist up/dn, Air controls

Plow up/dn/lr/rt, Spreader auger- spinner

Manual Spreader Controls

Hotshift/PTO

TOTAL \$65,785.00

CO-STARS # 025-021,

CO-STAR VENDOR NUMBER 150032

Quote valid for 30 days

Plus all applicable taxes

*SIGNED QUOTES WILL ONLY BE HONORED FOR 90 DAYS FROM DATE OF QUOTE, DUE TO THE FLUCTUATION OF METALS PRICING. PLEASE CONTACT US FOR UPDATED PRICING PRIOR TO DELIVERY OF CHASSIS***

CITY OF CUMBERLAND MARYLAND

DEPARTMENT OF PUBLIC WORKS

November 16, 2021

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

Dear Mayor and City Council,

I recommend that we move forward with the sole source purchase of a New International HV507 SFA Dump Truck with Plow and Spreader from Five Star International, LLC and Stephenson Equipment. Both companies are offering us CoStar pricing (purchasing co-op), which is in accordance with Section 2-171 (c) (iv) of the City Code - through joint efforts with other agencies, such as those of the state, county and board of education, the city is able to take advantage of bulk purchase pricing and special sales opportunities.

MAYOR

RAYMOND M. MORRISS

COUNCIL

RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
JOSEPH P. GEORGE
LAURIE P. MARCHINI

This truck was budgeted by the Water Department for \$160,000.00. The total cost of this truck will be \$171,630.00. Funding is available to cover the excess overbudget. The extra cost is due to the supply and demand of trucks during COVID. The ability to obtain the CoStar cooperative purchasing allows us to save money and to work with dealers that deal with municipality's, such as ourselves, every day. Since these dealers specialize in heavy-duty trucks/equipment we can receive them in a timely manner.

CITY ADMINISTRATOR

JEFFREY F. SILKA

Please consider this sole source purchase.

**PW OPERATIONS
MANAGER**

BROOKE CASSELL

Sincerely,



David Broadwater Jr
Fleet Manager



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

215 BOWEN STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)759-6620 • FAX (301)759-6632 • TDD (800)735-2258

File Attachments for Item:

. Order 26,914 - approving a Special Taxing District (STD) property tax exemption of \$1,042.76 for 55 Baltimore Street, owned by David Romero

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

ORDER NO. 26,914

DATE: December 7, 2021

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

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

Property / Owner	Tax Year / Account No.	Exemption Amt.
55 Baltimore Street / David Romero	2021-2022 / 04-0106714P	\$1042.76

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

Raymond M. Morriss, Mayor

City of Cumberland

57 N Liberty Street
Cumberland, MD 21502
301 722 2000

SPECIAL TAXING DISTRICT

REQUEST FOR EXEMPTION

Tax Year 2021 - 2022

I DINDY ROMERO request an exemption from the Special Taxing District Levy for property owned by me at:

55 BALTIMORE ST.

CUMBERLAND MD 21502

My request is based upon the fact that this property is used for:

Industrial 25%

Residential 75%

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

Industrial % 25%

Residential % 75%

Assessment

Tax Amount

original 304900

1390.34

Exempt 228675

1042.76

Billable 76225

347.58

Signed [Signature]

Date 29 November 2021

4P
04 010671

File Attachments for Item:

. Order 26,915 - authorizing execution of a Reimbursement and Release Agreement with Columbia Gas outlining terms by which the City shall pave and restore the public right-of-way disturbed by Columbia Gas during the renovation of their pipeline system on Fayette Street from Greene St. to Private Alley 131LF south of High Lane, in exchange for a lump sum amount of \$106,607

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

ORDER NO. 26,915

DATE: December 7, 2021

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

THAT, the Mayor be and is hereby authorized to execute a Reimbursement and Release Agreement by and between the Mayor and City Council of Cumberland and Columbia Gas of Maryland (Columbia) outlining terms by which the City shall pave and restore the public right-of-way disturbed by Columbia Gas during the renovation of their pipeline system on **Fayette Street from Greene St. to Private Alley 131LF south of High Lane**, in exchange for a lump sum payment to the City of \$106,607 (One Hundred Six Thousand, Six Hundred Seven Dollars).

Raymond M. Morriss, Mayor

Budget: 127.322.15

Council Agenda Summary

Meeting Date: 12/7/2021

Key Staff Contact: Robert Smith, PE

Item Title:

Columbia Gas Reimbursement and Release Agreement for Fayette Street Paving (22-21-P)

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

The Mayor & City Council of Cumberland (M&CC) is entering into a reimbursement and release agreement with Columbia Gas of Maryland (Columbia). Columbia has undertaken certain renovations to its pipeline system located within the M&CC's public rights-of-way and in doing so has disturbed the said rights-of-way. The M&CC has agreed to perform the restoration and paving of the public rights-of-way disturbed by Columbia's project in exchange for a lump sum amount of \$106,607.00.

This mill and overlay paving would be done for the following streets:

Fayette from Green Street to Private Alley (131 LF south of High Lane)

This agreement relieves Columbia of any liability regarding the restoration work and places it on the M&CC. Once the above mill and overlay paving has been accomplished, any remaining funds will be able to be used by the discretion of the M&CC for further paving restoration work.

Amount of Award: \$106,607.00

Budget number: 127.322.15

Grant, bond, etc. reference: City receiving reimbursement

REIMBURSEMENT AND RELEASE AGREEMENT

THIS REIMBURSEMENT AND RELEASE AGREEMENT (" Agreement") is made and entered into as of the _____ day of _____, 2021, by and between Columbia Gas of Maryland, Inc., a Delaware corporation ("Columbia"), and, Mayor and City Council of Cumberland, a Maryland municipal corporation ("Municipality").

RECITALS

WHEREAS, Columbia has undertaken certain renovations and/or upgrades to its pipeline system located within Municipality's public rights-of-way (the "Project"), and, in doing so, it has disturbed the said rights-of-way; and

WHEREAS, Municipality agrees to perform the restoration and paving of the public rights-of-way disturbed by the Project; and

WHEREAS, in lieu of repairing the paving itself and in exchange for the release and waiver set forth hereinafter, Columbia has agreed to pay Municipality a lump sum in the amount of One Hundred and Six Thousand Six Hundred Seven Dollars (\$106,607.00) subject to the hereinafter set forth terms and conditions; and

WHEREAS, Municipality agrees to use the full amount of the Payment solely for the Work as defined in this Agreement:

NOW THEREFORE, for and in consideration of the promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, they hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement.
2. **Work:** Municipality agrees to be solely responsible for and perform the work described below: (i) through its own employees and/or its contractors, and (ii) in accordance with all applicable rules and regulations including, but not limited to, Municipality's paving and restoration standards (the "Work"):

 (a) Fayette from Greene Street to Private Alley (131 LF south of High Lane) = 4,615 SY
3. **Payment.** Columbia shall pay Municipality a lump sum in the amount of One Hundred and Six Thousand Six Hundred Seven Dollars (\$106,607.00) contemporaneously with the execution of this Agreement.
4. **Waiver and Release.** Municipality represents and covenants that Columbia shall not be held liable or responsible for any costs, damages, defects, defaults or failures, including but not limited to any type of pavement failure (e.g., settlement, development of potholes, fatiguing cracks, reflection cracks, seam cracks, etc.) or failure to comply with any federal, state or local laws, rules or regulations, arising from or related to the Work.

To the extent allowed by law, Municipality releases and forever discharges Columbia and its parent company, affiliates and/or subsidiaries, and all of their respective employees, officers,

directors, agents and shareholders (collectively, "Released Parties") from all of Municipality's claims, suits or actions related to or arising from the disturbance Columbia caused to Municipality's rights-of-way at the locations described in the Exhibit A attached hereto and Municipality's performance of the Work. Further, Municipality shall indemnify and hold Columbia harmless for third party claims, suits or actions related to or arising from the disturbance Columbia caused to Municipality's rights-of-way at the locations described in the Exhibit A attached hereto and Municipality's performance of the Work.

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

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

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

8. **Binding Effect.** This Agreement shall be binding upon the parties hereto and each of their respective heirs, personal representatives, administrators, executors, successors, assigns, and guardians. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, then it shall be construed as reformed to the extent necessary to render such provision valid, and this Agreement shall remain fully enforceable and in effect as reformed.

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

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

11. **Signing by Facsimile or Other Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Agreement. Once said facsimile and/or other electronically transmitted signed copies or counterparts are executed by each of the parties hereto, they shall have the same binding effect as would a signed original Agreement once delivered to the other party.

[remaining balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto as of the date and day first written above.

[In signing below, the signatories declare and affirm under the penalties of perjury that they are duly authorized to execute this Agreement]


WITNESS:

MAYOR AND CITY COUNCIL OF
CUMBERLAND

By: _____
Raymond M. Morriss, Mayor

A handwritten signature in blue ink, appearing to read "Nathan Greise", is written over a horizontal line.

COLUMBIA GAS OF MARYLAND, INC.

By:  _____
Name: Nathan Greise
Title: Field Engineer

File Attachments for Item:

. Order 26,916 - authorizing execution of a Reimbursement and Release Agreement with Columbia Gas outlining terms by which the City shall pave and restore the public right-of-way disturbed by Columbia Gas during the renovation of their pipeline system in the areas of Olive Ave., Ella Ave., Elder St., Virginia Ave., and Humbird St. in exchange for a lump sum payment to the City of \$166,066

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

ORDER NO. 26,916

DATE: December 7, 2021

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

THAT, the Mayor be and is hereby authorized to execute a Reimbursement and Release Agreement by and between the Mayor and City Council of Cumberland and Columbia Gas of Maryland outlining terms by which the City shall pave and restore the public right-of-way disturbed by Columbia Gas during the renovation of their pipeline system on streets listed below in exchange for a lump sum payment to the City of \$166,066 (One Hundred Sixty-six Thousand, Sixty-six Dollars).

- Olive Ave. at the Humbird St. Intersection
- Ella Ave. at the Mary St. Intersection
- Ella Ave. at the Potomac St. Intersection
- Olive Ave. at the Elder St. Intersection
- Ella Ave. at the Elder St. Intersection
- East and West Elder St. on both sides of Virginia Ave.
- Virginia Ave. 5 ft. prior to the long service crossing through 5 ft. past Bowen St.
- Humbird St. from Ella Ave. to Candoc Ln.

Raymond M. Morriss, Mayor

Budget: 127.322.15

Council Agenda Summary

Meeting Date: 12/7/2021

Key Staff Contact: Robert Smith, PE

Item Title:

Columbia Gas Reimbursement and Release Agreement for Mary Street Paving (22-21-P)

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

The Mayor & City Council of Cumberland (M&CC) is entering into a reimbursement and release agreement with Columbia Gas of Maryland (Columbia). Columbia has undertaken certain renovations to its pipeline system located within the M&CC's public rights-of-way and in doing so has disturbed the said rights-of-way. The M&CC has agreed to perform the restoration and paving of the public rights-of-way disturbed by Columbia's project in exchange for a lump sum amount of \$166,066.00.

This mill and overlay paving would be done for the following streets:

- Olive Avenue at the Humbird Street Intersection
- Ella Avenue at the Mary Street Intersection
- Ella Avenue at the Potomac Street Intersection
- Olive Avenue at the Elder Street Intersection
- Ella Avenue at the Elder Street Intersection
- East and West Elder Street on both sides of Virginia Avenue
- Virginia Avenue 5 feet prior to the long service crossing through 5 feet past Bowen
- Street Humbird Street from Ella Avenue to Candoc Lane

This agreement relieves Columbia of any liability regarding the restoration work and places it on the M&CC. Once the above mill and overlay paving has been accomplished, any remaining funds will be able to be used by the discretion of the M&CC for further paving restoration work.

Amount of Award: \$166,066.00

Budget number: 127.322.15

Grant, bond, etc. reference: City receiving reimbursement

REIMBURSEMENT AND RELEASE AGREEMENT

THIS REIMBURSEMENT AND RELEASE AGREEMENT (" Agreement") is made and entered into as of the _____ day of _____, 2021, by and between Columbia Gas of Maryland, Inc., a Delaware corporation ("Columbia"), and, Mayor and City Council of Cumberland, a Maryland municipal corporation ("Municipality").

RECITALS

WHEREAS, Columbia has undertaken certain renovations and/or upgrades to its pipeline system located within Municipality's public rights-of-way (the "Project"), and, in doing so, it has disturbed the said rights-of-way; and

WHEREAS, Municipality agrees to perform the restoration and paving of the public rights-of-way disturbed by the Project; and

WHEREAS, in lieu of repairing the paving itself and in exchange for the release and waiver set forth hereinafter, Columbia has agreed to pay Municipality a lump sum in the amount of One Hundred and Sixty Six Thousand Sixty Six Dollars (\$166,066.00) subject to the hereinafter set forth terms and conditions; and

WHEREAS, Municipality agrees to use the full amount of the Payment solely for the Work as defined in this Agreement:

NOW THEREFORE, for and in consideration of the promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, they hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement.

2. **Work:** Municipality agrees to be solely responsible for and perform the work described below: (i) through its own employees and/or its contractors, and (ii) in accordance with all applicable rules and regulations including, but not limited to, Municipality's paving and restoration standards (the "Work"):

(a) Mill and Overlay of the following areas:

Olive Avenue at the Humbird Street Intersection
Ella Avenue at the Mary Street Intersection
Ella Avenue at the Potomac Street Intersection
Olive Avenue at the Elder Street Intersection
Ella Avenue at the Elder Street Intersection
East and West Elder Street on both sides of Virginia Avenue
Virginia Avenue 5 feet prior to the long service crossing through 5 feet past Bowen Street
Humbird Street from Ella Avenue to Candoc Lane
Total Area = 7,189 SY

3. **Payment.** Columbia shall pay Municipality a lump sum in the amount of One Hundred and Sixty Six Thousand Sixty Six Dollars (\$166,066.00) contemporaneously with the execution of this Agreement.

4. **Waiver and Release.** Municipality represents and covenants that Columbia shall not be held liable or responsible for any costs, damages, defects, defaults or failures, including but not limited to any type of pavement failure (e.g., settlement, development of potholes, fatiguing cracks, reflection cracks, seam cracks, etc.) or failure to comply with any federal, state or local laws, rules or regulations, arising from or related to the Work.

To the extent allowed by law, Municipality releases and forever discharges Columbia and its parent company, affiliates and/or subsidiaries, and all of their respective employees, officers, directors, agents and shareholders (collectively, "Released Parties") from all of Municipality's claims, suits or actions related to or arising from the disturbance Columbia caused to Municipality's rights-of-way at the locations described in the Exhibit A attached hereto and Municipality's performance of the Work. Further, Municipality shall indemnify and hold Columbia harmless for third party claims, suits or actions related to or arising from the disturbance Columbia caused to Municipality's rights-of-way at the locations described in the Exhibit A attached hereto and Municipality's performance of the Work.

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

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

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

8. **Binding Effect.** This Agreement shall be binding upon the parties hereto and each of their respective heirs, personal representatives, administrators, executors, successors, assigns, and guardians. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, then it shall be construed as reformed to the extent necessary to render such provision valid, and this Agreement shall remain fully enforceable and in effect as reformed.

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

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

11. **Signing by Facsimile or Other Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Agreement. Once said facsimile and/or other electronically transmitted signed copies or counterparts are executed by each of the parties hereto, they shall have the same binding effect as would a signed original Agreement once delivered to the other party.

[remaining balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto as of the date and day first written above.

[In signing below, the signatories declare and affirm under the penalties of perjury that they are duly authorized to execute this Agreement]

WITNESS:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

COLUMBIA GAS OF MARYLAND, INC.

By: Richard Biagini
Name: Richard Biagini
Title: Leader of Field Engineering

File Attachments for Item:

. Order 26,917 - authorizing the Chief of Police to enter into a Memorandum of Understanding (MOU) with the Family Crisis Resource Center (FCRC) to provide police overtime in the amount not-to-exceed \$8,000, providing Domestic Violence Response Team (DVRT) follow-ups.

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

ORDER NO. 26,917

DATE: December 7, 2021

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

THAT, the Chief of Police be and is hereby authorized to execute a Memorandum of Understanding by and between the Cumberland Police Department and the Family Crisis Resource Center, Inc. (FCRC) to provide police overtime in the amount not-to-exceed Eight Thousand Dollars and No Cents (\$8,000) for Domestic Violence Response Team follow-ups.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: December 7, 2021

Key Staff Contact: Chief John “Chuck” Ternent/Sgt. Chris Golliday

Item Title: FCRC DVRT Grant

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

Authorize the Chief of Police to enter into a Memorandum of Understanding with the Family Crisis Resource Center to provide police overtime in the amount not to exceed \$8,000, providing Domestic Violence Response Team (DVRT) Follow-Ups.

Amount of Award: \$8,000

Budget number:

Grant, bond, etc. reference:

Council Agenda Summary

Meeting Date: December 7, 2021

Key Staff Contact: Chief John “Chuck” Ternent/Sgt. Chris Golliday

Item Title: FCRC DVRT Grant

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

Authorize the Chief of Police to enter into a Memorandum of Understanding with the Family Crisis Resource Center to provide police overtime in the amount not to exceed \$8,000, providing Domestic Violence Response Team (DVRT) Follow-Ups.

Amount of Award: \$8,000

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. Order 26,918 - authorizing the Chief of Police to enter into a Memorandum of Understanding with the Family Crisis Resource Center to provide police overtime in the amount not to exceed \$19,583, providing security at FCRC during supervised visitation and exchange.

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

ORDER NO. 26,918

DATE: December 7, 2021

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

THAT, the Chief of Police be and is hereby authorized to execute a Memorandum of Understanding by and between the Cumberland Police Department and the Family Crisis Resource Center, Inc. (FCRC) to provide police overtime in the amount not-to-exceed Nineteen Thousand, Five Hundred Eighty-three Dollars and No Cents (\$19,583.00) for providing security at FCRC during supervised visitation and exchange.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: December 7, 2021

Key Staff Contact: Chief John “Chuck” Ternent/Sgt. Chris Golliday

Item Title: FCRC Safe Haven Security Grant

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

Authorize the Chief of Police to enter into a Memorandum of Understanding with the Family Crisis Resource Center to provide police overtime in the amount not to exceed \$19,583, providing security at FCRC during supervised visitation and exchange.

Amount of Award: \$19,583

Budget number:

Grant, bond, etc. reference:

MEMORANDUM OF UNDERSTANDING

between

FAMILY CRISIS RESOURCE CENTER, INC.

146 Bedford Street
Cumberland, Maryland 21502

and

CUMBERLAND POLICE DEPARTMENT

20 Bedford Street
Cumberland, Maryland 21502

Through grant monies made available from Allegany County Circuit Court Family Services, the **Family Crisis Resource Center, Inc. (FCRC)** agrees to pay the **Cumberland Police Department** to provide security for supervised visitation and exchange. The grant award period is July 1, 2021 through June 30, 2022. This is a cost-reimbursement contract that provides for payment to the vender of an agreed fixed amount as follows:

1. Overtime hours not to exceed \$19,583

Cumberland Police Department agrees to provide the following law enforcement services:

1. Security during supervised visits and exchanges for FCRC's Allegany Safe Haven program.

As a sub-contractor, **Cumberland Police Department** agrees to submit reports and invoices (including overtime vouchers and receipts) for the above stated services on a monthly basis. Deadlines for the monthly reports and invoices are the 5th of the following month. For example, the invoice for law enforcement services for December needs to be submitted to **FCRC** by January 5th.

FCRC agrees to remit reimbursement on a monthly basis after the above services are rendered and related reports/invoices are submitted, based on actual costs, not to exceed the above budgeted amount of \$19,583.

The activities of this agreement must be completed by June 30, 2022

Chief John "Chuck" Ternent Date
Cumberland Police Department

Sarah L. Kaiser, MS Date
Executive Director
Family Crisis Resource Center, Inc.

File Attachments for Item:

. Order 26,919 - authorizing execution of a Reimbursement and Release Agreement with Columbia Gas outlining terms by which the City shall pave and restore the public right-of-way disturbed by Columbia Gas during the renovation of their pipeline system in the areas of Frederick, Decatur, Fulton, Davidson, Glenn, Charles, and Bellevue Streets, and Footer Place in exchange for a lump sum payment to the City of \$195,195.00

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

ORDER NO. 26,919

DATE: December 7, 2021

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

THAT, the Mayor be and is hereby authorized to execute a Reimbursement and Release Agreement by and between the Mayor and City Council of Cumberland and Columbia Gas of Maryland outlining terms by which the City shall pave and restore the public right-of-way disturbed by Columbia Gas during the renovation of their pipeline system on streets listed below in exchange for a lump sum payment to the City of \$195,195.00 (One Hundred Ninety-five Thousand, One Hundred Ninety-five Dollars).

- Frederick St. - Footer Place to Alley
- Decatur St. - Frederick St. to Baltimore Ave.
- Fulton St. - Decatur St. to Henderson Ave.
- Davidson St. - Linden St. to Henderson Ave.
- Charles St. - Decatur St. to Henderson Ave.
- Bellevue St. - Baltimore Ave. to Fulton St.
- Footer Pl. - 308 Footer Pl. to Davidson St.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 12/7/2021

Key Staff Contact: Robert Smith, PE

Item Title:

Columbia Gas Reimbursement and Release Agreement for Decatur Street (31-17-W)

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

The Mayor & City Council of Cumberland (M&CC) is entering into a reimbursement and release agreement with Columbia Gas of Maryland (Columbia). Columbia has undertaken certain renovations to its pipeline system located within the M&CC's public rights-of-way and in doing so has disturbed the said rights-of-way. The M&CC has agreed to perform the restoration and paving of the public rights-of-way disturbed by Columbia's project in exchange for a lump sum amount of \$195,195.00.

This mill and overlay paving would be done for the following streets:

<u>Street Name</u>	<u>Intersecting Streets or House Numbers</u>
Frederick Street	Footer Place to Alley
Decatur Street	Frederick Street to Baltimore Avenue
Fulton Street	Decatur Street to Henderson Avenue
Davidson Street	Linden Street to Henderson Avenue
Glenn Street	Decatur Street to Henderson Avenue
Charles Street	Decatur Street to Henderson Avenue
Bellevue Street	Baltimore Avenue to Fulton Street
Footer Place	308 Footer Place to Davidson Street

This agreement relieves Columbia of any liability regarding the restoration work and places it on the M&CC. Once the above mill and overlay paving has been accomplished, any remaining funds will be able to be used by the discretion of the M&CC for further paving restoration work.

Amount of Award: \$195,195.00

Budget number: 127.322.15

Grant, bond, etc. reference: City receiving reimbursement

REIMBURSEMENT AND RELEASE AGREEMENT

THIS REIMBURSEMENT AND RELEASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2021, by and between Columbia Gas of Maryland, Inc., a Delaware corporation ("Columbia"), and, Mayor and City Council of Cumberland, a Maryland municipal corporation ("Municipality").

RECITALS

WHEREAS, Columbia has undertaken certain renovations and/or upgrades to its pipeline system located within Municipality's public rights-of-way (the "Project"), and, in doing so, it has disturbed the said rights-of-way; and

WHEREAS, Municipality agrees to perform the restoration and paving of the public rights-of-way disturbed by the Project; and

WHEREAS, in lieu of repairing the paving itself and in exchange for the release and waiver set forth hereinafter, Columbia has agreed to pay Municipality a lump sum in the amount of One Hundred Ninety Five Thousand One Hundred Ninety Five Dollars (\$195,195.00) subject to the hereinafter set forth terms and conditions; and

WHEREAS, Municipality agrees to use the full amount of the Payment solely for the Work as defined in this Agreement:

NOW THEREFORE, for and in consideration of the promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, they hereby agree as follows:

1. **Recitals**. The recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement.

2. **Work**: Municipality agrees to be solely responsible for and perform the work described below: (i) through its own employees and/or its contractors, and (ii) in accordance with all applicable rules and regulations including, but not limited to, Municipality's paving and restoration standards (the "Work"):

(a) Mill and overlay paving described in the attached Exhibit A.

3. **Payment**. Columbia shall pay Municipality a lump sum in the amount of One Hundred Ninety Five Thousand One Hundred Ninety Five Dollars (\$195,195.00) contemporaneously with the execution of this Agreement.

4. **Waiver and Release**. Municipality represents and covenants that Columbia shall not be held liable or responsible for any costs, damages, defects, defaults or failures, including but not limited to any type of pavement failure (e.g., settlement, development of potholes, fatiguing cracks, reflection cracks, seam cracks, etc.) or failure to comply with any federal, state or local laws, rules or regulations, arising from or related to the Work.

To the extent allowed by law, Municipality releases and forever discharges Columbia and its parent company, affiliates and/or subsidiaries, and all of their respective employees, officers, directors, agents and shareholders (collectively, "Released Parties") from all of Municipality's claims, suits or actions related to or arising from the disturbance Columbia caused to Municipality's rights-of-way at

the locations described in the Exhibit A attached hereto and Municipality's performance of the Work. Further, Municipality shall indemnify and hold Columbia harmless for third party claims, suits or actions related to or arising from the disturbance Columbia caused to Municipality's rights-of-way at the locations described in the Exhibit A attached hereto and Municipality's performance of the Work.

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

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

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

8. **Binding Effect.** This Agreement shall be binding upon the parties hereto and each of their respective heirs, personal representatives, administrators, executors, successors, assigns, and guardians. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, then it shall be construed as reformed to the extent necessary to render such provision valid, and this Agreement shall remain fully enforceable and in effect as reformed.

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

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

11. **Signing by Facsimile or Other Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Agreement. Once said facsimile and/or other electronically transmitted signed copies or counterparts are executed by each of the parties hereto, they shall have the same binding effect as would a signed original Agreement once delivered to the other party.

[remaining balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto as of the date and day first written above.

[In signing below, the signatories declare and affirm under the penalties of perjury that they are duly authorized to execute this Agreement]

WITNESS:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor



COLUMBIA GAS OF MARYLAND, INC.


By:  _____
Name: Richard Bagini
Title: Vendor Field Engineering

EXHIBIT A

Street Name

Frederick Street
Decatur Street
Fulton Street
Davidson Street
Glenn Street
Charles Street
Bellevue Street
Footer Place

Intersecting Streets or House Numbers

Footer Place to Alley
Frederick Street to Baltimore Avenue
Decatur Street to Henderson Avenue
Linden Street to Henderson Avenue
Decatur Street to Henderson Avenue
Decatur Street to Henderson Avenue
Baltimore Avenue to Fulton Street
308 Footer Place to Davidson Street

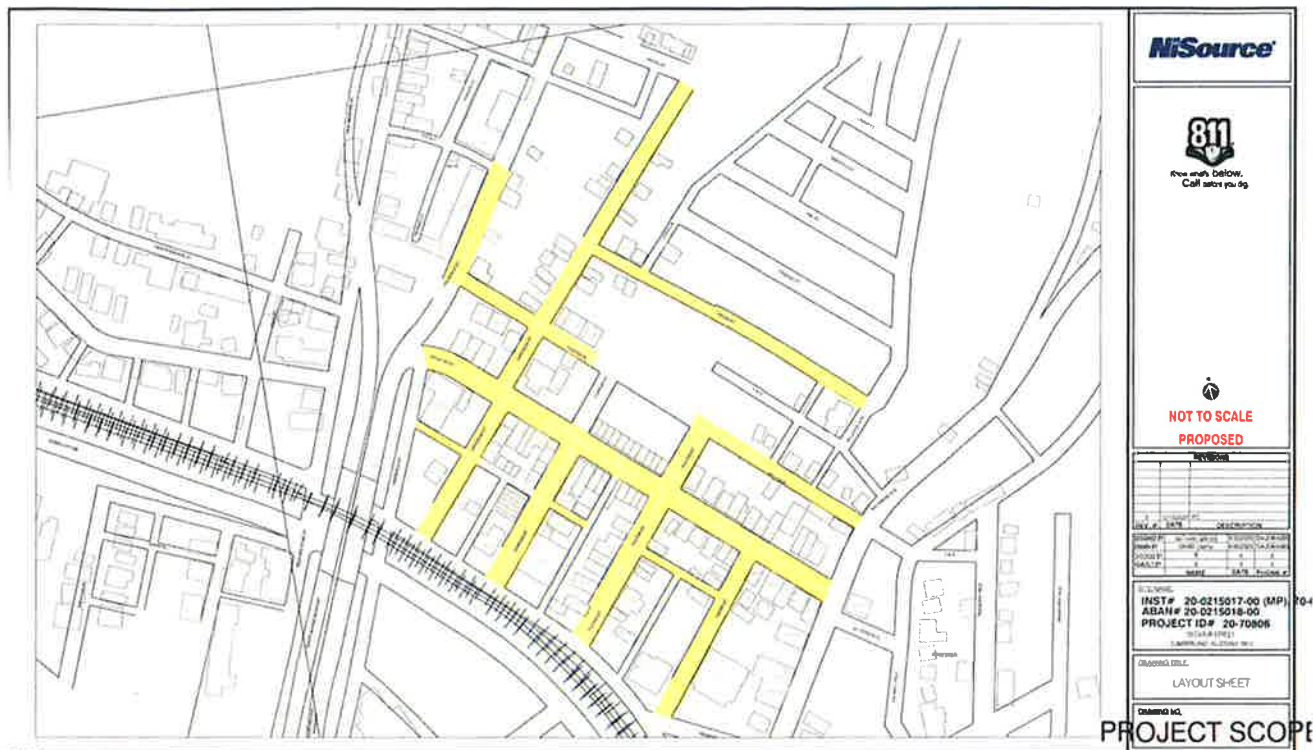
Total SY = 8450 SY

Mill Unit Cost = \$3.50/SY

Overlay Unit Cost = \$19.60/SY

Total Unit Cost (Mill Unit Cost + Overlay Unit Cost) = \$23.10/SY

Total Construction Cost = \$195,195.00



File Attachments for Item:

. City of Cumberland – FY 2021 Year-end Budget Adjustment

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

ORDER NO. 26,920

DATE: December 7, 2021

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

THAT, the following General Fund appropriations and transfers be and are hereby approved for Fiscal Year 2020-2021.

	Original Budget	Budget Changing Ordinances	Current	Revised Amended Budget	Adjustment Required
Expenditures					
General Government	\$ 1,786,435	\$ -	\$ 1,786,435	\$ 1,788,435	\$ 2,000
Public Safety	11,684,675	-	11,684,675	12,064,675	380,000
Public Works	2,740,055	-	2,740,055	2,715,055	(25,000)
Recreation	708,834	-	708,834	786,834	78,000
Community Dev & Housing	1,359,178	-	1,359,178	1,433,178	74,000
Debt Service:					
Principal	2,024,025		2,024,025	1,808,025	(216,000)
Interest	1,073,355		1,073,355	880,355	(193,000)
Bond Issue Costs			-	182,000	182,000
Operating Transfers	1,710,223	-	1,710,223	570,223	(1,140,000)
Total Expenditures	\$ 23,086,780	\$ -	\$ 23,086,780	\$ 22,228,780	\$ (858,000)

Debt Refunding Source

Proceeds of Refunding Bonds	\$ -	\$ -	\$ -	\$ 6,500,000	\$ 6,500,000
Original Issue Premium	-	-	-	458,000	458,000

Debt Refunding Use

Payment to Refunded Escrow Agent	-	-	-	6,665,000	6,665,000
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Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: December 7, 2021

Key Staff Contact: Ken Tressler and Mark Gandolfi

Item Title:

City of Cumberland – FY 2021 Year-end Budget Adjustment

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

An order approving the following FY 2021 General Fund budget adjustments.

	Original Budget	Budget Changing Ordinances	Current	Revised Amended Budget	Adjustment Required
Expenditures					
General Government	\$ 1,786,435	\$ -	\$ 1,786,435	\$ 1,788,435	\$ 2,000
Public Safety	11,684,675	-	11,684,675	12,064,675	380,000
Public Works	2,740,055	-	2,740,055	2,715,055	(25,000)
Recreation	708,834	-	708,834	786,834	78,000
Community Dev & Housing	1,359,178	-	1,359,178	1,433,178	74,000
Debt Service:					
Principal	2,024,025		2,024,025	1,808,025	(216,000)
Interest	1,073,355		1,073,355	880,355	(193,000)
Bond Issue Costs			-	182,000	182,000
Operating Transfers	1,710,223	-	1,710,223	570,223	(1,140,000)
Total Expenditures	\$ 23,086,780	\$ -	\$ 23,086,780	\$ 22,228,780	\$ (858,000)

Debt Refunding Source

Proceeds of Refunding Bonds	\$ -	\$ -	\$ -	\$ 6,500,000	\$ 6,500,000
Original Issue Premium	-	-	-	458,000	458,000

Debt Refunding Use

Payment to Refunded Escrow Agent	-	-	-	6,665,000	6,665,000
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File Attachments for Item:

. Order 26,921 - authorizing execution of a Donation Agreement with Angela F. Growden for the conveyance of 421 S. Central Ave. (Tax No. 22-014293) to the City, authorizing acceptance of the deed to transfer the property, and authorizing the City Administrator and City Solicitor to execute documents necessary to facilitate the transfer

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

ORDER NO. 26,921

DATE: December 7, 2021

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

THAT, the Mayor be and is hereby authorized to execute a Donation Agreement by and between Angela F. Growden and the Mayor and City Council of Cumberland whereby certain property at 421 S. Central Avenue (Tax No. 22-014293) shall be transferred to the City for the sum of \$1.00; and

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

BE IT FURTHER ORDERED, that should it be necessary to extend the date for closing under the terms of the Contract, the City Administrator and City Solicitor are jointly and severally granted the authority to enter into agreement for said purpose; and

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

Raymond M. Morriss, Mayor

THIS DEED, made this 2nd day of December, 2021, by and between **ANGELA F. GROWDEN**, party of the first part, and **MAYOR AND CITY COUNCIL OF CUMBERLAND**, party of the second part, a Maryland municipal corporation.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part does hereby grant, bargain and sell, release, confirm and convey unto the party of the second part, its successors and assigns:

ALL that lot, piece or parcel of ground situated, lying and being on the southeasterly side of Central Avenue in the City of Cumberland, Allegany County, Maryland, particularly described as follows, to-wit:

BEGINNING at a hub in the southeast side of Central Avenue, located North 46 degrees 10 minutes East 36.5 feet from the southwest edge of the first alley northeast of Pine Avenue; and running thence (1) with the southeast side of Central Avenue, North 46 degrees 10 minutes East 40 feet to a hub; thence (2) leaving Central Avenue at right angles, South 43 degrees 50 minutes East 120 feet to the northwest side of Anderson Street; thence (3) running with the northwest side of Anderson Street, South 46 degrees 10 minutes West 40 feet to a hub; thence (4) leaving Anderson Street at right angles, North 43 degrees 50 minutes West 120 feet to the beginning. All bearings magnetic.

IT BEING the same property which was conveyed from Betty Caroline Conner, et al., to Angela F. Growden by deed dated July 22, 1992, and recorded among the Land Records of Allegany County, Maryland in Book 603, Page 524.

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


TO HAVE AND TO HOLD the above-described property unto the party of the second part, its successors and assigns in fee simple forever.

AND the said party of the first part for herself, her personal representatives, heirs and assigns does hereby warrant specially the title to the above-described property and covenant that she will

execute such other and further assurances of the same as may be requisite or necessary.

WITNESS the hand and seal of the party of the first part the day and year first above written.

WITNESS:



 (SEAL)
Angela F. Growden

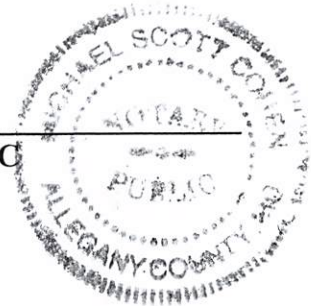
**STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:**

I HEREBY CERTIFY, that on this 2nd day of December, 2021, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Angela F. Growden**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that she executed the same for the purposes therein contained; and she further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00 and that the total payment made to the grantor was \$0.00.

WITNESS my hand and Notarial Seal.



NOTARY PUBLIC



My Commission Expires: 1/17/25

I HEREBY CERTIFY that the within and foregoing document was prepared by, or under the supervision of, the undersigned, a Maryland attorney.



MICHAEL SCOTT COHEN

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), is made by and between **Angela F. Growden** ("Donor") and the **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date".

RECITALS

WHEREAS, Donor owns the parcel of real property together with the improvements thereon, if any, described as follows and hereinafter collectively referred to as the "Property":

Tax Id No. 22-014293

421 S. Central Ave, Cumberland, MD 21502

Described in the deed recorded in the Land Records of Allegany County, Maryland in Deed Liber/Book 603, Folio/Page 524; and

WHEREAS, Donor has offered to donate the Property to the City and the City has agreed to accept that donation subject to the terms and conditions of this Agreement; and

WHEREAS, the parties deem the entry into this Agreement to be in their respective best interests.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of \$1.00, in hand paid, the receipt of which is hereby acknowledged, and in consideration of these premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals**. The Recitals set forth above are not merely prefatory. They are incorporated by reference in this Agreement as though they were set forth in full herein.

2. **Donation**. Subject to the terms and conditions of this Agreement, Donor agrees to donate the Property together with the buildings and improvements thereon, if any, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining to the City, and the City agrees to accept that donation. The closing for the donation shall be held no later than sixty (60) days from the Effective Date unless said time frame is extended by written agreement of the parties.

3. **Estate/Condition**. The Property shall be conveyed to the City in fee simple and in "AS IS" condition. Donor shall convey the Property to the City by means of a deed containing covenants of special warranty and further assurances. Said deed shall be delivered to the City at closing.

4. **Contingencies.** Closing and the City's acceptance of the deed for the Property shall be subject to the following contingencies:

4.1. **Title.** Title to the Property shall be good and merchantable, free of liens and encumbrances except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property are located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

5. **Appraisal.** Donor has the right to have the Property appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Property to the City. The appraisal(s) shall be performed prior to closing or the date of the City's acceptance of the deed for the Property. Upon delivery of the deed for the Property and the City's acceptance of the same, Donor shall provide the City with the appropriate tax documents relative to their eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgment required under 21 U.S.C. § 170(f)(8)¹. Upon the City's acceptance of the deed and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Property in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, Donor shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to Donor with respect to such matters.

6. **Risk of Loss.** The Property shall be held at the risk of Donor until legal title has passed to the City.

7. **Possession.** Donor agrees to give possession and occupancy of the Property to the City upon the completion of closing.

8. **Timeliness.** Time is of the essence with respect to the provisions of this Agreement.

¹ Per 21 U.S.C. § 170(f)(8)(B), the contents of the acknowledgment should include the following information:

- (i) The amount of cash and a description (but not value) of any property other than cash contributed.
- (ii) Whether the donee organization provided any goods or services in consideration, in whole or in part, for any property described in clause (i).
- (iii) A description and good faith estimate of the value of any goods or services referred to in clause (ii) or, if such goods or services consist solely of intangible religious benefits, a statement to that effect.

9. **Representations and Warranties.** As of the date of the closing contemplated hereby and as to the period of time during which Donor held title to the Property, Donor warrants that she has, by acts or omission or commission, not subjected the Property (including land, surface water, ground water, and improvements) to contamination, including (i) any hazardous waste, underground storage tanks, petroleum, regulated substances or used oil as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any oil, petroleum products and their byproducts as defined by the Maryland Natural Resources Code, § 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iv) any hazardous substance as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended or by any regulations promulgated thereunder; (v) any substance the presence of which on, in or under the Property, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment or disposal. Notwithstanding the foregoing, if, subsequent to the date of the execution of this Agreement and prior to closing, Donor discloses an environmental condition on the Property to the City, the City shall have the option to take title to the Property, waiving and releasing its rights with respect to the aforesaid representations and warranties as to the matters so disclosed, or it may decline to take title to the Property without incurring any liability or obligations as a result of said declination.

10. **Transfer Charges/Recording Fees.** The transfer of the Property to the City is exempt from recordation and transfer taxes under Md. Tax Property Code Ann. § 12-108 (A)(1) and 13-207(a)(1). The City shall pay the court fee for the recordation of the deed.

11. **Real Estate Taxes.** The City will waive all City real estate taxes presently due on the Property. It will secure a waiver of the County real estate taxes due or it will pay them.

12. **Breach of Agreement and Default.** The City and Donor are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, Donor may pursue any legal or equitable rights which may be available to her. If Donor fails to make full settlement or is in default due to her failure to comply with the terms, covenants and conditions of this Agreement, the City is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Agreement.

13. **Assignability.** This Agreement may not be assigned except by written agreement of the parties.

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

15. **Notices.** Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United States certified mail, postage prepaid, return receipt requested at the address stated below.

To Donor:

Angela F. Growden
917 Gay St., Apt. 917
Cumberland, MD 21502

To the City:

Jeffrey Silka
City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

with a copy to:

Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, Maryland 21502

16. **Entire Agreement.** This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns.

17. **Invalidity.** If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

18. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. It shall be enforceable with an action commenced in the Circuit Court for Allegany County, Maryland, and the parties hereto agree to be subject to the jurisdiction of such Court and further waive any claim that any action or proceeding arising out of or relating to this Agreement and

commenced in such Court is commenced in an inconvenient forum or one that lacks proper venue.

19. **Waiver of Jury Trial.** DONOR AND THE CITY EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER OR BOTH OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY DONORS AND THE CITY, AND EACH OF THEM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUA(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

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

21. **Modification.** No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.


22. **Joint Drafting.** The parties hereto agree that this Agreement reflects the joint drafting efforts of each party, and any ambiguities shall not be construed against either party.

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


24. **Signing by Facsimile or Other Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Agreement. Said facsimile and/or other electronically transmitted signed copies or counterparts shall have the same binding effect as would a signed original Agreement or counterpart once delivered to the other party.

IN WITNESS WHEREOF, the parties have duly executed this Donation Agreement as of the dates set forth below with the specific intention that it constitute an instrument under seal.

WITNESS/ATTEST:



Marjorie A. Woodring,
City Clerk

 (SEAL)
Angela F. Growden

12-2-21
Date

**MAYOR AND CITY COUNCIL
CUMBERLAND**

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

date

File Attachments for Item:

. Order 26,922 - authorizing execution of a Subdivision Distributor Settlement Participation Agreement and a Subdivision Janssen Settlement Participation Agreement stating that the City elects to participate in the Janssen and Distributor Settlement Agreements of July, 2021, and become a participating subdivision in order to obtain benefits from the settlements

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

ORDER NO. 26,922

DATE: December 7, 2021

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

THAT, the Mayor be and is hereby authorized to execute a “Subdivision Distributor Settlement Participation Agreement” and a “Subdivision Janssen Settlement Participation Agreement,” each stating that the Mayor and City Council of Cumberland elects to participate in the Janssen and Distributor Settlement Agreements of July, 2021 and become a Participating Subdivision as defined in the Agreement, in order to obtain benefits from the settlements.

Raymond M. Morriss, Mayor

Subdivision Distributor Settlement Participation Form

Governmental Entity:	State: Maryland
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity's election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in the State of Maryland. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in the State of Maryland that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in the State of Maryland, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that is has filed.
4. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to the court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.
8. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
11. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may

exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.
13. This Participation Form is conditioned on the Governmental Entity identified above entering into an agreement with the State of Maryland (the "State") concerning the allocation of opioid settlements with the State (an "Allocation Agreement"). The effective date of this Participation Form shall be the date on which the State and the Governmental Entity identified above enter into an Allocation Agreement. In the event that the State does not enter into an Allocation Agreement with the Governmental Entity identified above, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Maryland, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Subdivision Janssen Settlement Participation Form

Governmental Entity:	State: Maryland
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity's election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in the State of Maryland. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in the State of Maryland that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in the State of Maryland, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

8. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
10. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through-no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.
11. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.
12. This Participation Form is conditioned on the Governmental Entity identified above entering into an agreement with the State of Maryland (the "State") concerning the

allocation of opioid settlements with the State (an “Allocation Agreement”). The effective date of this Participation Form shall be the date on which the State and the Governmental Entity identified above enter into an Allocation Agreement. In the event that the State does not enter into an Allocation Agreement with the Governmental Entity identified above, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Maryland, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

File Attachments for Item:

. Order 26,923 - approving the expenditure of American Rescue Plan Act (ARPA) funding for certain community programs and infrastructure in the amount of \$1,938,863

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

ORDER NO. 26,923

DATE: December 7, 2021

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

THAT, the expenditure of American Rescue Plan Act (ARPA) funding in the amount of One Million, Nine Hundred Thirty-eight Thousand, Eight Hundred Sixty-three Dollars be and is hereby approved for use as follows:

Program Request	Category	ARPA Funding	Other Funding Source(s)	Total Budget
DDC Assistance to Small Businesses	Small Business Support	\$ 183,500	\$ -	\$ 183,500
Promoting the Community	Community Outreach	33,563	-	33,563
Amphitheatre and Pavilion 1 & 2	COVID-19 Transmission Reduction	174,350	-	174,350
Pool Area and Splash Pad	COVID-19 Transmission Reduction	71,250	532,750	604,000
Prisoner Processing Improvements	COVID-19 Transmission Reduction	176,200	-	176,200
HVAC improvement at City Hall & Public Safety Buildings	COVID-19 Transmission Reduction	1,300,000	-	1,300,000
Recommended for immediate Approval		\$1,938,863	\$ 532,750	\$ 2,471,613

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: December 7, 2021

Key Staff Contact: Jeff Silka, Ken Tressler and Mark Gandolfi

Item Title:

American Rescue Plan Act (ARPA) – Approval of ARPA funding for community programs and infrastructure in the amount of \$1,938,863.

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

The table below illustrates the recommendation for immediate ARPA funding utilization. The recommended projects total \$2.47 million and are expected to require \$1.94 million in ARPA funds. There is a possibility that we could secure additional funding of \$174K to reduce the required ARPA funds to \$1.76 million pending other grant applications.

Program Request	Category	ARPA Funding	Other Funding Source(s)	Total Budget
DDC Assistance to Small Businesses	Small Business Support	\$ 183,500	\$ -	\$ 183,500
Promoting the Community	Community Outreach	33,563	-	33,563
Amphitheatre and Pavilion 1 & 2	COVID-19 Transmission Reduction	174,350	-	174,350
Pool Area and Splash Pad	COVID-19 Transmission Reduction	71,250	532,750	604,000
Prisoner Processing Improvements	COVID-19 Transmission Reduction	176,200	-	176,200
HVAC improvement at City Hall & Public Safety Buildings	COVID-19 Transmission Reduction	1,300,000	-	1,300,000
Recommended for immediate Approval		\$ 1,938,863	\$ 532,750	\$ 2,471,613

DDC Assistance to small businesses – requested by Melinda Kelleher

Beginning this Fall and continuing through the first half of 2024, funding for this program would support downtown special events, targeted marketing and promotions for downtown businesses during the upcoming construction and revitalization of Baltimore Street, and the revitalization of empty store front windows in vacant buildings on Baltimore Street.

This program is designed to help the small downtown businesses recover from the financial stress caused by the pandemic as well as prepare for and operate during the expected Baltimore Street Access project construction period

This request is for an optional \$183,500 project with no other funding stipulated. The downtown property owners will be the direct beneficiaries but it is expected to help the overall Cumberland economy. It is an operations project as opposed to a capital project. The project does not create and ongoing sustainability question.

Promoting the Community – requested by Melinda Kelleher and Chief Ternent

The City of Cumberland prides itself at promoting its community. Prior to the pandemic the City hosted or otherwise supported a variety of public events. These events brought people closer together and promoted a healthy community. During the pandemic, heeding COVID prevention guidelines, these events came to a halt. The city then saw the absence of these events as being detrimental to the community. One concept of ARPA as cited in the Department of Treasury ARPA Guidelines, allows for programs to increase tourism and the use of hospitality to promote the community. To promote community togetherness, some of these events were replaced with virtual programs, for example, our annual Christmas tree lighting. As the community started to reopen and have more public events and then again began to close down due to a resurgence, we have discovered several deficiencies in our ability to provide support to such events.

To address this, CPD, in partnership with the DDC, will enhance its ability to support outdoor public events by purchasing a portable stage and sound system. This stage and sound system can be moved about town and lent out to community groups to help them conduct quality events and promote a health community. Further, as the pandemic seems to be worsening, the City needs to prepare to support the community through its ability to host on-line events and pandemic related press releases through the use of technology which would allow for quality productions.

In addition to checking the community outreach box, we also check the transmission reduction box as this equipment will be utilized for outdoor events. The request is for an optional \$33,563 project with no other funding stipulated. Many citizens, visitors and community groups will benefit from this project. It is a capital project for a purchase of City assets. The project does not create an ongoing sustainability question other than minor maintenance.

Constitution Park Amphitheatre & Pavilion 1&2 and pool area splash pad projects – Requested by Diane Johnson

These are community-based projects to improve outdoor spaces that provide opportunities for a healthy lifestyle, increased tourism and reduce the spread of covid.

Much needed improvements are required at the Constitution Park Amphitheatre, including the adjacent pavilions in the center of the park (Pavilions 1 and 2). This project will help to make the site more accessible, provide additional seating (including accessible areas with companion seating, improve lighting along with upgrading the existing electric service, replacing the deteriorated picnic tables and grills, rehabilitate the existing restrooms, security upgrades (camera system) and resealing the amphitheater stage.

This project involves removing the wooden deck, expanding the area toward the road, splash pad installation, pouring a concrete deck in the area between the new splash pad and the pool slide and to replace the fencing around the entire perimeter of the pool.

Mayor and City Council has made city park improvements a priority. We are in the process of developing a 5-year plan and these projects represent the first steps in the overall improvement program. Many citizens and visitors will benefit from the project that will last dozens of years. They represent capital projects for improvements to City owned property. These optional projects combined total \$778K which is expected to only utilize between \$74K and \$416K of ARPA funds depending the success of our Community Parks & Playground grant applications - we expect to have at least one approved. The ongoing sustainability involves already established park maintenance on already established park assets.

Prisoner Processing Area Improvements

During the pandemic, although many public buildings closed in order to keep their employees safe, CPD continued to operate and take care of business as usual. This meant dealing with people, particularly prisoners, even though they were COVID patients. Some prisoners were combative and made it a point to cough or spit on officers. As part of normal operations at CPD, officers bring prisoners into the building via the garage where they are taken to the processing room, intoximeter room, interview room, or cells, depending on the needs of the investigation. These areas are located within the patrol area where the prisoners, although handcuffed, intermingle with officers and civilian employees. During the pandemic this was found to be a significant problem with COVID patients being brought into the police station, putting all our employees at risk. Further, the vehicles these prisoners were transported in were not made to prevent the spread of disease, putting the officers at risk.

To address this, CPD would like to use ARPA funds to remodel the patrol area of the police station to allow for an isolated prisoner area. The concept would be that prisoners would have their own entrance and once inside they would be isolated from the rest of the police station putting only personnel who must have contact at risk. This would allow for better prisoner control, reduce escape risks, and reduce the chance of disease spread. Improvements would allow for some construction, IT adjustments such as computer moves and security cameras, and changes that must be made to the heating, air conditioning, and fire suppression systems. Further, CPD would like to upgrade our existing 2001 prisoner van that is in bad condition with a newer model with biohazard prisoner compartments that can be easily decontaminated.

The Department of Treasury ARPA Guidelines allows for efforts to include support for isolation and quarantine and building improvements to implement COVID-19 mitigation. CPD would like to ask for a one-time budget of \$110,200 to improve the CPD facility and \$66,000 to purchase a new prisoner van for a total of \$176,200.

This project has no other funding identified and City staff believe it is required for employee and citizen safety reasons. The project involves capital expenditures for city owned capital assets. No additional maintenance will be required for sustainability.

HVAC repairs at City Hall & Public Safety Buildings

This existing HVAC systems in City Hall and the Public Safety Building are limited due to old equipment and poor control systems. This project would replace the systems with better systems that meet air quality standards and are more energy efficient. Schneider Electric has a program that could be utilized to help ensure the system has a guaranteed ROI or Schneider would pay the City the difference.

The capabilities and efficiency of the required new systems will aid in reducing the spread of COVID-19 while providing energy savings. There is no other current funding source for the required \$1.3 million initial capital outlay. This system will provide better internal air quality, which in turn will provide a safer environment for city employees and visitors. The project involves capital expenditures for city owned capital assets. No additional maintenance will be required for sustainability, in fact the newer system should require less maintenance.

Amount of Award:

Budget number:

Grant, bond, etc. reference: