



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael Scott Cohen
City Clerk Allison K. Layton

AGENDA

M&CC Regular Public Meeting
City Hall

DATE: July 18, 2023

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Director's Reports

(A) Administrative Services

- [1.](#) Administrative Services Monthly Report for June 2023

(B) Public Works

- [1.](#) Maintenance Division Monthly Report for June 2023

(C) Fire

- [1.](#) Fire Department Monthly Report for June 2023

(D) Police

- [1.](#) Police Department Monthly Report for June 2023

(E) Utilities - Flood, Water, Sewer

- [1.](#) Utilities Division Flood/Water/Sewer Monthly Report for June 2023

Approval of Minutes

- [1.](#) Approval of the Closed, Work, and Regular Session Minutes of July 5, 2023

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

Unfinished Business

(A) Ordinances

- [1.](#) Ordinance 3963 (*2nd and 3rd readings*) - authorizing the transfer of 325 Independence Street to Jan Rivera for the purchase price of \$100

New Business

(A) Ordinances

- [1.](#) Ordinance 3964 (*1st, 2nd, and 3rd readings*) - amending Ordinance 3961, approved June 20, 2023, with the additional transfer of the parcel at 402 N. Mechanic Street to the Allegany Historical Society

(B) Orders (Consent Agenda)

- [1.](#) Order 27,271 - accepting accept the State bid proposal from Hertrich Fleet Services Inc. for four (4) road ready 2024 Ford Police Interceptor Utility police vehicles at \$50,803 each for a total cost not to exceed \$203,212
- [2.](#) Order 27,272 - authorizing the Chief of Police to accept the FY24 MCIN Grant in the amount of \$295,965 to be used in support of crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminals and streamlining information sharing to address gang and drug trafficking, with grant funds obligated for contractual salaries, personnel services and overtime for increased manpower within allied agencies
- [3.](#) Order 27,273 - authorizing the Chief of Police to accept the FY24 Sex Offender Compliance grant in the amount of \$17,851 for Cumberland Police Department and Allegany County Sheriff's Office overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency
- [4.](#) Order 27,274 - authorizing the Chief of Police to accept the FY24 Police Accountability, Community and Transparency (PACT) Grant entitled "Body Worn Camera Program" in the amount of \$174,553 for the salary for an IT employee, the Body Worn Camera program and the purchase of Body Worn Camera software and equipment
- [5.](#) Order 27,275 - accepting the proposal from Hite Associates, Inc. for City Project 5-22-WRF to replace shingled roofs for the Maintenance, Chlorine, and Electrical buildings at the Water Reclamation Facility in the estimated unit cost not to exceed \$125,794.67, using NJPA pricing to solicit a competitive bid
- [6.](#) Order 27,276 - authorizing the execution of a Memorandum of Understanding by and between the MD Department of Housing and Community Development (DHCD) and the Mayor and City Council of Cumberland for the administration of the federally funded Section 8 Housing Choice Voucher Program in the City of Cumberland for the term retroactive to July 1, 2023 and through June 30, 2026
- [7.](#) Order 27,277 - authorizing payment to various community groups from the hotel/motel tax receipts in an amount not to exceed \$45,000

- [8.](#) Order 27,278 - accepting the proposal from CBIZ Insurance Services for risk management services for FY24 in the amount not to exceed \$35,750
- [9.](#) Order 27,279 - accepting the proposal from PMA Companies to provide Workers Compensation Insurance for Fiscal Year 2024 for the estimated amount of \$1,058,487 and authorizing execution of a Prefund Deductible Reimbursement and Security Agreement to effect the coverage
- [10.](#) Order 27,280 - accepting the proposal from Local Government Insurance Trust (LGIT) to provide insurance coverages for FY24 for property, general and excess liability, police legal liability, auto comprehensive and liability, and boiler/machinery for the amount not to exceed \$396,489
- [11.](#) Order 27,281 - accepting the proposal from CBIZ Insurance Services, Inc. to provide Public Officials Liability coverage for FY24 through Ace American Insurance for the amount not to exceed \$27,300
- [12.](#) Order 27,282 - accepting the proposal from CDW Government for the upgrade of existing Cybersecurity infrastructure with replacement firewalls and failover redundancy in the amount not to exceed \$89,561.06
- [13.](#) Order 27,283 - declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap
- [14.](#) Order 27,284 - rescinding Order No. 27,152 and approving the purchase of a 2023 Ford F-350 Service Body Truck from Keystone Ford with an upfit by J&J Equipment in the not to exceed amount of \$68,956

Letters / Petitions

- [1.](#) Letter from the City Clerk advising that the deadline has passed for receiving a referendum on Annexation Resolution No. 2023-01-ANNX, approved May 2, 2023, for property located on the south side of Maryland Route 144 in Allegany County, MD, Election District No. 22, consisting of 8.848 acres +/- and owned by the Ali Ghan Club, Inc., with the resolution becoming effective June 16, 2023

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Administrative Services Monthly Report for June 2023

Administrative Services Monthly Report for June 2023

July 18, 2023

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 June 2023.

Information Technology Department

June 2023

Johnna Byers, Director

Statistics

164 new help desk requests

127 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Continue working on police mobile data terminal updates
- Continue implementation of new tax software
- Continue to assist police with body cam project
- Coordinate upgrade of Milestone camera software
- Assist with Livescan upgrade for CPD

Parks and Recreation

June 2023

Ryan Mackey, Director

- Meetings attended:
 - Monthly Parks and Rec Advisory Board Meeting on June 5, 2023
 - Laptops from the refurbishing program were delivered to day camp
 - Park updates including new benches, signs, and roof to pool house.
 - Shade tree Commission
 - Special Events planning (2)
 - National Night Out Planning Meeting
 - Parks and Rec will host movie night
 - Maryland agriculture extension meeting
- Events:
 - Got rid of all old Picnic tables in the park
 - Father's Day pool event – Fathers got in free
 - Half way to Christmas at the pool. Participants wearing Christmas attire got in half off.
- Upcoming:
 - Fireworks at Constitution

Community Development Programs

June 2023

Lee Borrer, Senior Community Development Specialist

CDBG- May 2023 Activity for June 2023 monthly report - We passed the May 2 timeliness test (HUD) and the 2023 Annual Action Plan was approved by HUD. Environmental Reviews are underway for complicated construction projects.

Community Development Block Grant (CDBG) Monthly Activity	May 2023 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
Baltimore Street Redesign	2020	\$402,700.00	\$0.00	\$402,700.00
Const Pk Inclu Playground Ph 2 guard station	2020	\$37,184.62	\$36,884.62	\$300.00
AYEPS Youth Center Facil Rehab	2020	\$4,753.75	\$0.00	\$4,753.75
2020 Grant Totals		\$444,638.37	\$36,884.62	\$407,753.75
South Street project break away	2021	\$173,028.50	\$173,028.50	\$0.00
HRDC Rental Rehabilitation	2021	\$19,300.00	\$11,195.00	\$8,105.00
Admin	2021	\$126,426.00	\$89,789.16	\$36,636.84
Ind Cost	2021	\$15,120.00	\$9,477.00	\$5,643.00
Fair Housing	2021	\$8,454.00	\$8,037.87	\$416.13
YMCA GilchristHVA Repl Ph 2	2021	\$48,520.00	\$48,519.00	\$1.00
Targeted Foot & Bike Patrol	2021	\$3,961.00	\$3,959.57	\$1.43
2021 PI credits				\$5,839.08
(May 2 amend) Incr. Long Term Prescript	2021	\$2,068.98		
(May 2 amend) YMCA Trans Shelter 3 fl floor	2021	\$56,642.48		
2021 Grant Totals		\$394,809.50	\$344,006.10	\$56,642.48

2022 PI credits in 2021 EN Year	2022 hud yr			\$2,068.98
Balt Street Redesign	2022	\$188,384.50	\$0.00	\$188,384.50
South Street project break away	2022	\$48,007.50	\$35,432.07	\$12,575.43
AYEP Youth Center Rehab	2022	\$10,000.00	\$0.00	\$10,000.00
Admin	2022	\$101,000.00	\$54,837.27	\$46,162.73
Ind Cost	2022	\$16,000.00	\$8,464.85	\$7,535.15
FH	2022	\$13,000.00	\$6,177.86	\$6,822.14
YMCA Gilchrist Gymnasium Roof	2022	\$36,000.00	\$36,000.00	\$0.00
Long Term	2022	\$6,000.00	\$5,828.00	\$172.00
Short Term	2022	\$6,000.00	\$4,572.50	\$1,427.50
Jane's Place Inc.	2022	\$5,000.00	\$612.98	\$4,387.02
YMCA Food Program	2022	\$7,000.00	\$7,000.00	\$0.00
Const Pk Improvements/former Splashpd	2022	\$278,000.00	\$232,428.35	\$45,571.65
Gilchrist Security for Transl Housing	2022	\$30,820.00	\$6,227.00	\$24,593.00
2022 Grant Totals	2022	\$745,212.00	\$397,580.88	\$347,631.12
July 2022 program income		\$4.61	2021 IDIS	
Aug 2022 program income		\$4.61	2021 IDIS	

September 2022 program income		\$2,059.76	2021 IDIS	
October 2022 program income		\$23.94	begin 2022 PI	
November 2022 program income		\$11.86	2022 IDIS	
December 2022 program income		\$19.24	2022 IDIS	
Total			Total All Yrs	\$819,935.41
Total PI to 2022 EN begins Oct 2022 drw		\$55.04		
May 2023 Report 6/21/23				
Balances:	Year	IDIS grant rpt		
\$407,753.75	2020	\$413,176.95		
\$58,711.46	2021	\$119,663.73		
\$347,686.16	2022	\$55.04 PI just added since		
\$466,465.21	OLD 2021	\$493,302.47 October draw		
\$814,151.37	Total All			

CDBG-CV-69% expended, amendment moving \$14,154 from Homeless Prevention to Constitution Park Trails due to inability of sub recipient to draw funds in a timely manner. (homeless emergency funds from other government sources are more easily disbursed to households)

CARES ACT CDBG Monthly Report		Amount Funded	Expended	Funds Remain
CV Associated Charities Emergency Homeless Prevention		\$7,614.48	\$7,614.48	\$0.00
CV Broadband & Technology Accessibility		\$172,456.00	\$99,528.36	\$72,927.64
CV YMCA Gymnasium Roof (Gilcrist)		\$40,600.00	\$40,600.00	\$0.00
CV Family Crisis Resource Center COVID hotline/Hepa new		\$84,544.00	\$36,250.57	\$48,293.43
CV3 AYEP Youth Center Rehabilitation		\$190,050.73	\$139,836.28	\$50,214.45
CV Constitution Park Improvements/Trails NEW		\$14,153.74	\$0.00	\$14,153.74
TOTAL CDBG CV BALANCE			\$323,829.69	\$185,589.26
	B20MW24001 Award (1st rd)	\$476,251.00		
	B20MW24001 Award (3rd rd)	\$119,910.00		

Updated Post May 2023 CDBG draw 6/21/2023 \$596,161.00

% Expended 69.00%

ARPA funds- Jane's Place Inc. requested a reduction in funds due to reorganization. Mayor and Council approved moving \$45,001 to PIP/Affordable Housing. Expenditures shown on this report, but July report will be revised with amendment and June draws. It will be more comprehensive since it is the end of the year. (ARPA is reported quarterly)

ARPA Project	Original Grant	Expended	Balance	Beneficiaries
ARPA Janes Place	\$102,623.00	\$29,230.03	\$73,392.97	Reprted Quarterly
ARPA YMCA Buses	\$216,000.00	\$134,150.94	\$81,849.06	1 bus and aux items purchased/drwn
Totals	\$318,623.00	\$163,380.97	\$155,242.03	

49% expended

Community Development Report

June 2023

Kevin Thacker, Code Compliance Manager

Noted Activity:

The Home Rehabilitation Program saw four additional improvement projects completed:

459 Columbia ST (\$19,262);
12 Oldtown RD (\$107,098);
25-27 Pennsylvania AVE (\$109,259); and
503 Franklin ST (\$25,915).

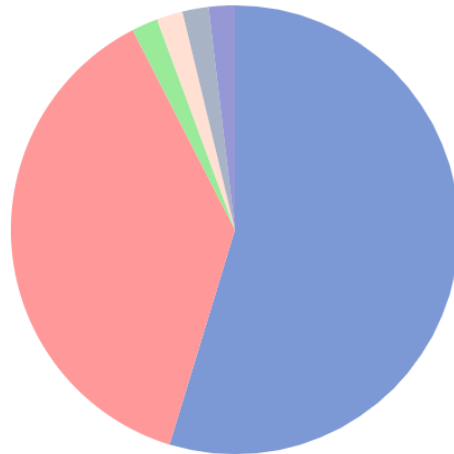
Code Enforcement Activity:

121 new cases received – 44 of those are still open

53 violations were found

113 cases have been resolved overall

Open Date From: 06/01/2023
Open Date To: 06/30/2023



Violations by Violation Type			
	Dwellings, yards and lots to be kept clean	29	54.7%
	Cutting of weeds	20	37.7%
	Duties of owner and operator	1	1.9%
	Pest extermination	1	1.9%
	Removal or trimming of trees, vegetation, etc.	1	1.9%
	Standards for good repair and safe condition	1	1.9%

Permits/Reviews & Rental Licenses:

52 Total Permits/Reviews were issued

34 Rental Inspections were completed

Building

Residential..... 1

Commercial..... 3

Miscellaneous

Residential11

Commercial1

Occupancy

Residential0

Commercial2

Signage

Commercial 4

Electrical

Residential..... 3

Commercial..... 10

Plumbing

Residential1

Commercial1

Utility

Residential1

Commercial0

Demolition

Residential (shed)1

Commercial 0

Use of Public ROW	Rental Licenses	Rental Inspections
..... 4	27	Passed39
		Failed3
Plans, Reviews, Amendments and Appeals (ZA, RPR, SR, ZMA, ZTA, SRA)		Certificates of Appropriateness
(Type) Issued 1 (ZA)		Issued.....3
		Request for Change/Amendment
		Issued.....0

Revenue from 'Issued' Permits/Reviews:

Building Permits.....	\$1761.00
Miscellaneous Permits.....	184.00
Occupancy Permits	60.00
Sign Permits	75.75
Utility Permits.....	0.00
Plan reviews, Amendments & appeals	300.00
Zoning Classification Détermination (info request).....	0.00
Municipal Infractions (citations)	0.00
Certificates of appropriateness.....	90.00
Rental Licenses (new & renewals	1971.00
Paid Rental Inspection Requests	<u>0.00</u>
TOTAL	\$0.00

Demolition Bonds Collected..... \$0.00

Historic Planning/Preservation

June 2023

Ruth Davis-Rogers, Historic Planner/Preservation Coordinator

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

Historic Preservation Commission Meeting (HPC)

- Prepared and administered the Historic Preservation Meeting on May 23rd
- Reviewed and administered Certificate of Appropriateness permits

Meetings & Events

- Conducted public outreach for Cumberland Historic Preservation Plan
- Conducted MHT Award Ceremony (2023 Md. Presv. Award) Fade to Blue Project
- Attended M&CC Meeting
- Attended Leadership Allegany class
- Attended DDC Design Review Meeting
- Prepared grant applications for FY24 DHCD State Revitalization Programs

Grants, Tax Credits and Section 106 reviews

Administered/managed funding/grants for:

- Residential Accessibility Improvement Program
- Roof Replacement Program
- Conducted Section 106 Reviews (as needed) for various projects.
- Answered questions (as needed) regarding tax incentives from both current and potential building owners.

Comptroller's Office
Financial Activity Report
June 2023
Mark Gandolfi, City Comptroller

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of June 2023.

On June 1, 2023, the City had a cash balance of \$11.4 million (\$8.9 million invested in a value money market program and \$2.5 million participating in a sweep program at First United Bank). Disbursements exceeded receipts by \$2.1 million resulting in a cash balance of \$9.3 million at June 30, 2023 (\$6.9 million invested in a value money market program and \$4.0 million participating in a sweep program at First United Bank).

As of June 30, the significant tax receivable balances are reflected in the table below.

Adjustments/Abatements represent reductions due to State of Maryland changes in property assessments. Bad Debt represents personal property taxes deemed uncollectible per M&CC Order 27,212.

Taxes receivable (General Fund)						\$ 2,149,431
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2023	\$ 1,552,280	\$ 408,144	\$ (6,171)	\$ 370,452	\$ -	\$ 1,583,801
FY 2022	418,083	966	(6,295)	64,739	-	348,015
FY 2021	71,923	-	(7,698)	17,956	-	46,269
FY 2020	56,657	-	-	999	-	55,658
FY 2019	25,219	-	-	181	-	25,038
FY 2018	35,755	-	-	182	-	35,573
FY 2017	14,326	-	-	165	-	14,161
FY 2016	11,490	-	-	53	-	11,437
FY 2015	11,079	-	-	53	-	11,026
FY 2014	7,323	-	-	53	-	7,270
FY 2013	3,034	-	-	54	-	2,980
FY 2012	2,591	-	-	53	-	2,538
FY 2011	2,890	-	-	-	-	2,890
Prior FY's	2,775	-	-	-	-	2,775
	\$ 2,215,425	\$ 409,110	\$ (20,164)	\$ 454,940	\$ -	\$ 2,149,431

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

Real property (non-owner occupied)	\$856,856
Non-Corp Personal Property	3,566
Corporate Personal Property	397,090
Real Property (semiannual payments)	298,301
Real Property (Half Year)	27,988
	<u>\$1,583,801</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		
June 30, 2023		
	Cash	Investments
Beginning Balance	\$ 11,389,097	\$ 30,451,689
Add:		
Cash Receipts	14,503,044	128,456
Investment Transfer	-	-
Less:		
Disbursements	16,595,998	-
Investment Transfer	-	1,500,617
Ending Balance	\$ 9,296,143	\$ 29,079,528
Restricted	\$ 3,278,469	\$ 10,124,943

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

Restricted Cash				
	6/1/2023	Increase	Utilization	6/31/2023
Police Seizures	\$ 88,371	\$ -	\$ 7,539	\$ 80,832
Bowers Trust	63,836	30,597	15,000	79,433
National Opioid Settlement	-	37,345	-	37,345
GOB 21	1,822,809	17,062	854,157	985,714
ARPA	632,223	7,405	-	639,628
Capital Projects	1,336,821	12,495	-	1,349,316
Demolition & Fiscal Agent Bonds	106,201	-	-	106,201
	\$ 4,050,261	\$ 104,904	\$ 876,696	\$ 3,278,469
Restricted Investments				
	6/1/2023	Increase	Utilization	6/31/2023
DDC	\$ 5,059	\$ 21	\$ 616	\$ 4,464
GOB 21	3,596	15	-	3,611
ARPA	10,074,370	42,498	-	10,116,868
	\$ 10,083,025	\$ 42,534	\$ 616	\$ 10,124,943

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

Capital Projects are CSX funding for Fayette St. and Cumberland St. bridge replacements.

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

GOB21 is the FY21 general obligation bond issuance restricted for scheduled capital projects and equipment.

National Opioid Settlement is for opioid intervention in Cumberland.

Capital Projects and Associated Debt:

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

Available Bond Proceeds				
	6/1/2023	Increase	Utilization	6/30/2023
CDA 2019	\$ 690,522	\$ -	\$ 135,974	\$ 554,549
CDA 2021	5,198,797	-	385,070	4,813,727
CDA 2023	3,354,203	-	608,384	2,745,819
GOB 21	1,826,405	-	798,699	1,027,706
	\$ 11,069,927	\$ -	\$ 1,928,126	\$ 9,141,801
Decatur Street Project				
	6/1/2023	Increase	Utilization	6/30/2023
MWQFA Series 2022A	\$ 129,235	\$ -	\$ -	\$ 129,235
MWQFA Series 2022B	74,516	-	-	74,516
Decatur Street Grants	41,731	-	-	41,731
	\$ 245,481	\$ -	\$ -	\$ 245,481
CSO Projects				
	6/1/2023	Increase	Utilization	6/30/2023
Evitts Creek Phase 3 Debt	\$ 2,297,851	\$ -	\$ -	\$ 2,297,851
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560
Evitts Creek Phase 4 Debt	3,550,900	-	-	3,550,900
Grit Removal and UV Disinfection	4,445,000	-	-	4,445,000
78" Pipeline Debt	19,941,232	-	-	19,941,232
78" Pipeline Grant	46,338,060	-	-	46,338,060
	\$ 81,991,603	\$ -	\$ -	\$ 81,991,603

CDA 2019 utilization of \$136K includes \$97K for street paving, \$38K for Baltimore Street Access project, and \$1K toward cathodic protection at the water filtration plant. CDA 2021 utilization of \$385K includes

\$1K toward City Hall elevator modifications, \$167K toward Public Safety Building elevator modifications, \$8K toward the Municipal Service Center pole building, \$3K toward the McMullen Street bridge design, \$45K for guard rails and roof replacement at Constitution Park, \$82K for cross connections program, \$59K for hydrant/valve replacements, \$7K toward the Fort Hill reservoir control valve and \$13K toward the Fort Hill reservoir cover replacement. CDA 2023 utilization of \$608K includes \$148K for police vehicles,

\$17K for a Parks and Recreation utility vehicle, \$50K for a ¾ ton pickup in the Flood Department, \$35K toward cathodic protection, \$3K toward the Fort Hill reservoir control valve, and \$355K toward the influent screen construction at the wastewater treatment plant. GOB21 utilization of \$799K includes \$1K toward cathodic protection, \$80K toward the Baltimore Street bridge, \$735K toward the Baltimore Street Access project; reduced by \$17K interest earned.

Remaining CDA 2019 funds are allocated to SCADA upgrades (\$30K) and street paving (\$525K). Remaining CDA 2021 funds are primarily allocated to the Baltimore Street Access project (\$1.86M), fuel pump replacement (\$350K), elevator modifications (\$405K), cross connections/hydrants valves (\$211K),

Fort Hill reservoir cover replacement (\$587K), paving (\$172K), 5-ton dump truck (\$160K), and Constitution Park infrastructure (\$105K). Remaining GOB21 funds are primarily allocated to the Baltimore Street bridge replacement (460K), the Baltimore Street Access project (424K), and the Cole Street Valve Equipment (\$50K). Remaining CDA 2023 funding consists primarily of CPD patrol vehicles (\$28K), ambulance (\$385K), 5-ton dump truck (\$190K), water filtration building design (\$500K), influent screen construction (\$284K), and wastewater plant roof replacements (\$342K).

The Decatur Street waterline project is funded with \$1.0 in grants and \$2.1 million in loans with \$0.5 million of the loan amount being forgivable after 10 years. Construction is complete and administrative closeout is expected to be complete in July 2023.

The following four projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with the necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is funded with \$5.4 million in grants and \$2.3 million in loan with \$1.1 million of the loan amount being forgivable. Phase 3 is on hold pending site access being granted by CSX. Evitts Creek Phase 4 is in the planning phase and has most of the funding in place. Phase 4 project cost is estimated at \$4 million and is funded with \$3.6 million in loan with \$1.5 million of the loan amount being forgivable. A water reclamation facility grit removal and UV disinfection project is in the planning phase with the necessary funding in place. The grit removal and UV disinfection project is projected to begin during FY25 at an estimated cost of \$4.4 million and is funded with \$4.4 million in loan with \$1.5 million of the loan amount being forgivable. The 78" pipeline project is pending Army Corp of Engineers approval and private property easement or acquisition and anticipated to begin construction during FY25 or FY26. The total estimated project cost is \$67 million and is substantially funded with \$46.3 million in grants and \$20.0 million in loan with \$3.0 million of the loan amount being forgivable.

COVID-19:

The City received \$19,595,850 from the American Rescue Plan Act (ARPA). The U.S. Treasury guidance provides greater details on the eligible uses and priority of these funds. These are:

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

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

Available Funding (*as of June 30, 2023*):

Purpose	Awarded	Allocation				
		Budgeted	Allocated Interest Earned	Utilized Interest Earned	Utilized ARPA Budget	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850					
Respond to the health emergency						
Community Programs						
DDC Assistance to Small Businesses		\$ 183,500			\$ 51,550	\$ 131,950
Promoting the Community		\$ 33,563			\$ 31,709	\$ 1,854
Amphitheatre and Pavilion 1&2		\$ 174,350	\$ 10,650	\$ 1,824	\$ 174,350	\$ 8,826
Pool Area		\$ 71,250	\$ 92,751	\$ 73,228	\$ 71,250	\$ 19,524
Janes Place for Abused Children		\$ 57,622			\$ 30,631	\$ 26,991
Union Rescue Mission		\$ 749,000			\$ 749,000	\$ -
Community Development Property Improvement		\$ 264,960			\$ 151,262	\$ 113,698
Affordable Housing Assistance		\$ 410,516			\$ 34,631	\$ 375,885
YMCA Bus Replacement		\$ 216,000			\$ 216,000	\$ -
City of Cumberland Signage		\$ -	\$ 80,091	\$ -	\$ -	\$ 80,091
PPE						
General		\$ 29,269			\$ 29,269	\$ -
Facilities and Equipment		\$ 22,216			\$ 22,216	\$ -
Prisoner Processing Improvements		\$ 176,200			\$ -	\$ 176,200
HVAC improvement at City Hall & Public Safety		\$ 1,300,000			\$ 4,950	\$ 1,295,050
Premium Pay		\$ 833,952			\$ 833,952	\$ -
Revenue Loss		\$10,000,000			\$7,074,957	\$ 2,925,043
Infrastructure Investments						
South End Water Main Replacement		\$ 2,000,000			\$ 116,326	\$ 1,883,674
Industrial Blvd Water Main		\$ 2,000,000			\$ -	\$ 2,000,000
Replace 4" Water Lines with 6" (City-Wide)		\$ 1,073,452			\$ 60,040	\$ 1,013,412
Unallocated		\$ -				\$ -
Unallocated Interest Earned						\$ 237,523
Total:	\$19,595,850	\$19,595,850	\$ 183,492	\$ 75,051	\$9,652,092	\$10,289,722

Respectfully submitted,

Jeffrey F. Silka
City Administrator

sln

File Attachments for Item:

. Maintenance Division Monthly Report for June 2023

MAINTENANCE DIVISION REPORT
June 2023

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

Central Services Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
JUNE 2023**

- Potholes and Citizen Reports
 - 62 Service Requests Completed
 - 29 Streets and 2 Alleys Repaired
- Utility Hole Repairs
 - 8 Water Repairs
 - 0 Sewer Repairs
 - Material Totals:
 - 3 CY Concrete
 - 62 Tons Asphalt
- Tree and Brush Work
 - Duck Pond brush clearing
 - 3 trees removed
- Street Cleaning Operations
 - 16 Tons of Debris to Landfill
 - 214 Miles of Streets Swept
- Sign Work
 - 7 Traffic Control Sign Repaired / Installed
 - 5 Street Name Signs Repaired / Installed
- Miscellaneous
 - Traffic Set for 4 Events
 - Baltimore Street Underpass Cleaned 5x
 - Continued Table and Grill install at The Park
 - Duck Pond Fence Removed

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
JUNE 2023**

- Constitution Park, Mason's Complex and Area Parklets
 - Cleaned up garbage 25 times.
- Parks & Parklets Mowing
 - Parklets
 - Mowed 15 days
 - Park
 - Mowed 20 days
 - Mason Sports Complex
 - Mowed 18 days
- Ball Fields
 - Flynn Field
 - Mowed 4 times
 - Drug 4 times
 - Lined
 - Northcraft Softball Field
 - Mowed 4 times
 - Drug 4 times
 - Nonneman Softball Field
 - Mowed 6 times
 - Drug 2 times
 - Cavanaugh Field
 - Mowed 6 times
 - Drug 3 times
 - Spiked 1 time
 - Abrams Field
 - Mowed 5 times
 - Drug 4 times
 - Spiked 1 time

- Long Field
 - Mowed 5 times
 - Drug 3 times
 - Spiked 1 time
- JC Field
 - Mowed 4 times
- Galaxy Field
 - Mowed 3 times
- Miscellaneous Work
 - Installed 80 new Picnic Tables
 - Removed Fence at Duck Pond
 - Cleaned brush debris and trees from around duck pond
 - Cleaned interior of Dog Enclosure of brush and trees

**FLEET MAINTENANCE
MONTHLY REPORT
JUNE 2023**

DEPARTMENT	REPAIRS
Central Services	5
Community Development	1
DDC	0
Engineering	2
Fire	9
Fleet Maintenance	9
Flood	8
MPA	0
P & R Maintenance	15
Police	21
Public Works	2
Sewer	10
Snow Removal	0
Street Maintenance	18
Water Distribution	19
WFP	1
WWTP	6
In House Fleet Maintenance Projects	19
Scheduled Preventative Maintenance	24
Field Service Calls	9
Total Fleet Maintenance Projects	178
Total Repair Orders Submitted	28
Fleet Maintenance Risk Management Claims	0

**CENTRAL SERVICES
MONTHLY REPORT
JUNE 2023**

- **City Hall:** Fixed the window in the second floor conference room. Reset the chiller outside air temperature shut down point so that it would come on earlier. Check on why the two bathroom lights on the second floor breaker was off.
- **Municipal Service Center:** Repaired the RTU for the first floor office area of the main building, the high temp. Relay was bad. Meet with TRIAD Engineering about the install of new fuel system.
- **Public Safety Building:** Replaced the Data jack in the Fire Chief's office hallway for IT. Checked on the audible alarm coming from the new elevator. Worked on the chiller that was locked out, due to high water temp. Repaired the shore air on bays two and three in the Fire Department garage. Worked on the supply air duct work in the Fire Department side, second floor sleeping area. Was not letting enough air in. Repair the Police side garage door lower panel after an officer hit it with a SUV.
- **Fire Stations #2:** Worked on the A/C split unit for the lounge area, was not cooling down much. Checked on the garage to make sure working properly. Replaced the deadbolt on the back door.
- **Fire Station #3:** Checked on the building for water leak.
- **Canadian Hose House:** Checked on the building for water leak.
- **Downtown Area & Mall:** Set up and took down the stage for Friday After 5 on South Centre St. Replace the 4 American flags at the park let behind the Times New building.

- **Traffic and Street Lights:** Marked the unground conduits at Maryland Ave. and Williams St. for NPL. Replaced the traffic cabinet at Henderson Ave. and Pear St. because of an accident that destroyed the cabinet and electrical system that powered it. Reported 10 street lights for the power company to repair.
- **Parks areas:** Took all the E cycle from the Craft house to the scrape yard. Repaired the handicap lift at the pool, bearings were locked up and gear box need repaired. Replaced the lights in the baby pool filter building. Replaced the door handle on the main building pool office. Fixed the score board at Cavanaugh field. Unclogged the main pool buildings sewer line. Pavilions 1 and 2 bathroom sewer lines were plugged up to the lift pump and replace the clean out to make easier for the next time. Replaced the gauge on the main pool pump by the strainer basket that was not reading correctly. Repair the flow meter on the slide water supply. Finished up all the picnic tables and bench repairs in the Park.
- **Other:** Help the City of Frostburg hang Honors Banners on their light poles with the bucket truck.
- Load tested generators. June 29, 2023
- Monthly Safety Meeting – June 21, 2023
- PM's on all the pumps and motors at PSB, City Hall and MSC

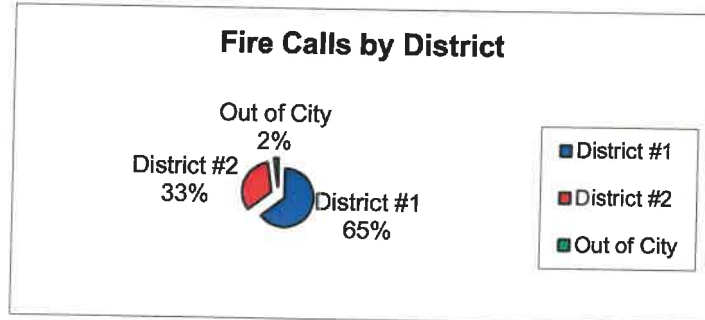
File Attachments for Item:

. Fire Department Monthly Report for June 2023

REPORT OF THE FIRE CHIEF FOR THE MONTH OF JUNE, 2023
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 127 Fire Alarms:

Responses by District:	
District #1	82
District #2	42
Out of City	3
	<u>127</u>



Number of Alarms Answered:
 First Alarms Answered:

127

Calls Listed Below:

Property Use:	
Public Assembly	6
Educational	0
Residential	68
Institutional	10
Special Properties	38
Industrial, Utility	0
Stores and Offices	5
	<u>127</u>

Type of Situation:

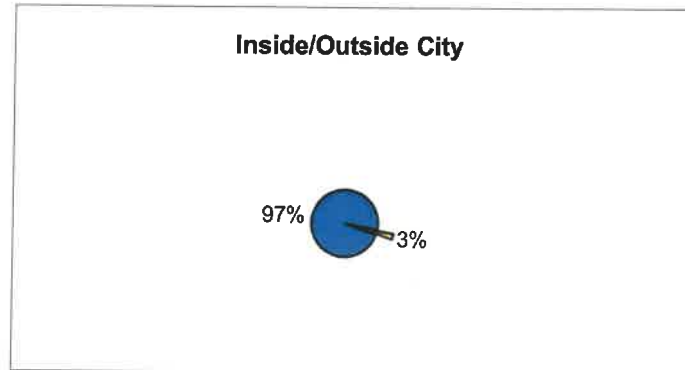
Fire or Explosion	8
Overpressure	2
Rescue Calls	71
Hazardous Conditions	8
Service Calls	6
Good Intent Calls	19
Severe Weather	0
False Calls	13
	<u>127</u>

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in June:	\$0
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	\$15,940.83
Fire Service Fees Paid in June:	\$1,930.15
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$5,430.83
All Fire Service Fees for Fire Calls Paid in Fiscal Year 2023:	\$5,570.83

Fire Service Fees for Inspections and Permits Billed in June:	\$100.00
Fire Service Fees for Inspections and Permits Paid in June:	\$100.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$2,650.00

Cumberland Fire Department Responded to 523 Emergency Medical Calls:

In City Calls	509
Out of City Calls	14
Total	<u>523</u>



Total Ambulance Fees Billed by Medical Claim-Aid in June :	\$133,011.42
Ambulance Fees Billed Fiscal Year to Date:	\$1,790,052.28
Ambulance Fees Paid:	
Revenue received in June :	\$92,761.09

FY2023 Ambulance Fees Paid in FY2023: \$1,194,998.50

Total Ambulance Transport Fees paid in FY2023: \$1,388,698.58
(All Ambulance Fees, current and previous fiscal years, paid in FY2023.)

Cumberland Fire Department provided 4 Paramedic Assist Calls:

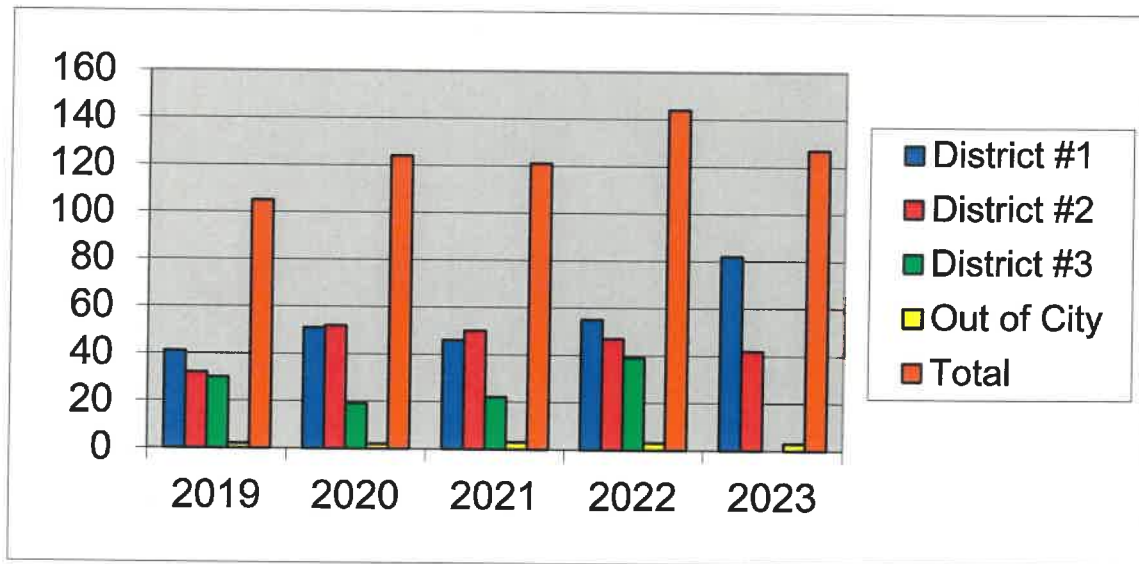
0 Paramedic Assist Calls within Allegany County	
4 Paramedic Assist Calls outside of Allegany County	
<u>4</u>	
Fort Ashby VFD, WV	1
Ridgeley VFD, WV	2
Wiley Ford VFD, WV	1
	<u>4</u>

Cumberland Fire Department provided 10 Mutual Aid Calls:

10 Mutual Aid Calls within Allegany County	
0 Mutual Aid Calls outside of Allegany County	
<u>10</u>	
Bowman's Addition VFD	4
Cresaptown VFD	5
Allegany County Dept. of Emergency Services	1
	<u>10</u>

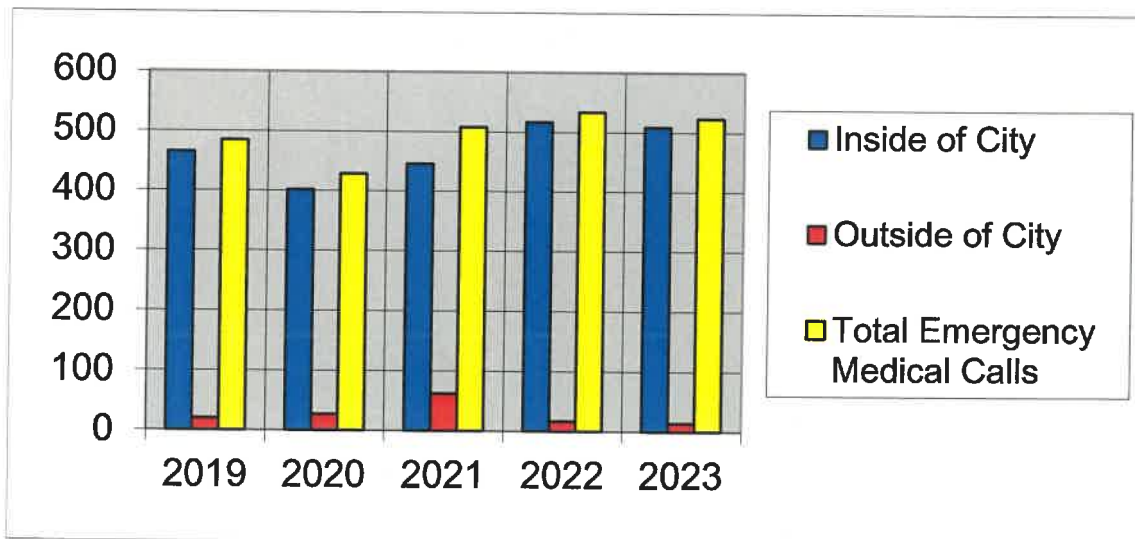
Fire Calls in the Month of June for a Five-Year Period

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
District #1	41	51	46	55	82
District #2	32	52	50	47	42
District #3	30	19	22	39	0
Out of City	2	2	3	3	3
Total	105	124	121	144	127



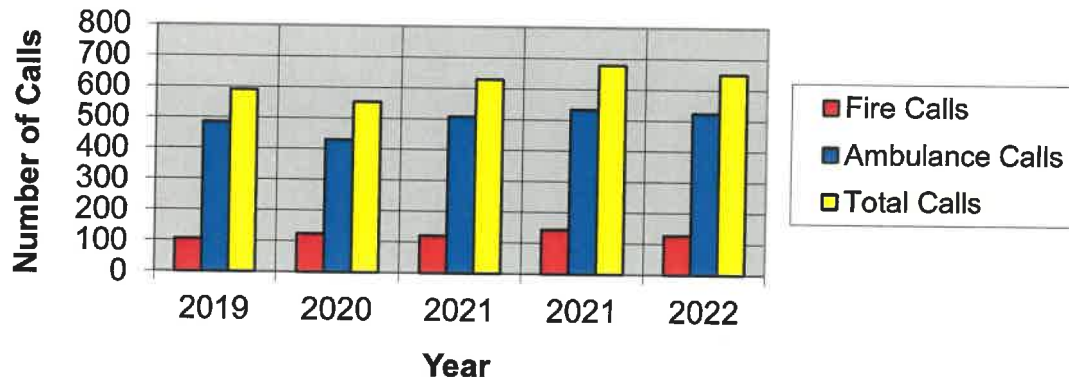
Ambulance Calls in the Month of June for a Five-Year Period

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Inside of City	465	402	446	517	509
Outside of City	20	27	62	17	14
Total Emergency Medical Calls	485	429	508	534	523



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

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2021</u>	<u>2022</u>
Fire Calls	105	124	121	144	127
Ambulance Calls	485	429	508	534	523
Total Calls	590	553	629	678	650



Training:

Training Man Hours:

353.25 man hours

EMS Protocol Updates
Truck #1 Stokes Basket
Vehicle Maintenance
EMT-B Refresher
Rescue Operations
Ladder Operations
Pump Operations
HazMat Technician
CERT Team
PPE Maintenance

Fire Prevention Bureau:

Burning Permits	9
Complaints	2
Conferences	13
Correspondences	49
Inspections	9
Investigations	1
Plan Reviews	2
Public Education	2

Personnel:

Nothing to report.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. Police Department Monthly Report for June 2023



City of Cumberland Department of Police

Monthly Report
June 2023

JUL 18 2023



City of Cumberland Department of Police

Monthly Report

June 2023

Part 1 Crimes for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Aggravated Assaults	0	4	B & E (All)	8	19	Murder	0	0	Rape	5	2
Robbery	2	1	Theft - Felony	1	0	Theft - Vehicle	0	1			

Selected Criminal Complaints for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Theft - Misdemeanor	24	12	Theft - Petty	17	40	Domestic Assaults	14	12	CDS	25	27
Disturbances	182	154	DOP/Vandalism	27	20	Indecent Exposure	2	1	Sex Off - Other	1	6
Suicide	2	0	Suicide - Attmp.	1	0	Tampering M/V	0	0	Abuse - Child	2	2
Trespassing	27	27	Assault on Police	2	2	Assault Other	16	31			

Selected Miscellenous Incidents for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Alcohol Volations	1	2	Juvenile Compl.	30	24	Missing Persons	4	8	School Resource	53	10
School Threat	0	0	Sex Off. Regist.	5	3	Truancy	0	0	Death Investigation	8	4

Selected Traffic Incidents for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
DWI	9	9	Hit & Run	18	20	M/V Crash	65	58	Traffic Stop	414	319

Selected Service Calls for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Alarms	33	31	Assist Motorist	34	32	Check Well-Being	137	142	Foot Patrol	50	65
Assist Other Agency	71	76	Bike Patrol	10	0	Special Events	5	5	Suspicious Activity	74	78

Current Incident Status for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
Open	21	66	Arrest	219	223	Closed	2018	1885	Suspended	51	55



City of Cumberland Department of Police

Monthly Report

June 2023

Arrests Totals for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
M/V Citations	66	26	M/V SERO	1	2	M/V Warnings	359	278	Arrest on View Adult	39	38
Arrest On Crim. Cit.	11	14	Arrest Summons	19	30	Arrest Warrant Adult	46	61	Adult Crim.	117	145
Arrest Summon (Chrg)	16	25	Arrest Warrant (Chrg)	15	23	Juvenile Crim.	3	12	Arrest on View Juv	2	9
Arrest Warrant JUV	1	1	Emer. Petition	35	54	Fingerprinting	1	2	RunAway & Miss Per.	6	7
Civil Citation	1	3									

Total Incidents Reported :

2022	2023
2,309	2,229

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

June 2023

SWORN PERSONNEL: 51 SWON OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	8 officers
Squad N2	7 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	7 recruits
Medical/Modified Duty	0 officers

CIVILIAN EMPLOYEES: 7 full time, 8 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	0 part time OPEN
MCIN Coordinator	1 full time*
CPD Patrol Assistant	1 full time
CPD Crime Analyst	1 full time*
CPD Maintenance	1 part time
C3IN Office Associate	1 part time**
C3I Office Associate	1 full time
C3I Office Associate	1 part time**
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
Code Enforcement	2 part time

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 1350.5
COMP TIME USED: 280.25
SICK TIME USED: 154.5

YEAR TO DATE (beginning 07/01/22): 9,893.5
YEAR TO DATE (beginning 07/01/22): 1,657.75
YEAR TO DATE (beginning 07/01/22): 2,435

OVERTIME REPORT

OVERTIME WORKED: 125.25
HOSPITAL SECURITY: 103
COURT TIME WORKED: 296

YEAR TO DATE (beginning 07/01/22): 2027
YEAR TO DATE (beginning 07/01/22): 795
YEAR TO DATE (beginning 07/01/22): 4,017.5

File Attachments for Item:

. Utilities Division Flood/Water/Sewer Monthly Report for June 2023

Utilities Division Activity Report for June 23 WATER					
REQUEST	W/E 6/9/23	W/E 6/16/23	W/E 6/23/23	W/E 6/30/23	MONTHLY TOTALS
Service Technicians					
NON READS	9	33	28	52	122
FINAL READS/TURN ONS/SHUT OFFS & DEMOS	1	1		1	3
LEAK INVESTIGATIONS/turn off-on	5	3	6	19	33
METER/STOP INVESTIGATIONS	13	15	15	4	47
REPAIR WIRING/GET READING					0
ORANGE TAG FOR REPAIRS	1	11	5	2	19
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	46	25	45	38	154
NONPMT/BAD CK/AGREEMENT SHUT OFFS	38	31	42	32	143
SUSPENDED ACCTS - RECHECKS				15	15
REPLACE/REPAIR METER/LID/VALVE					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCKS		2			2
NEW METER - Residential	10	1	3	8	22
METER FIELD TESTS - Residential					0
METER TESTS - Industrial					0
NEW METER - Industrial		1			1
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER/DIRTY WATER		1	2	1	4
MOVE METERS OUTSIDE	1		1	1	3
SP Change Outs/Repairs/Reactivates/Move	11	1	4	6	22
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS-LEAKS/METERS & LINES					0
CCP - BACKFLOW/RETRO	1		1	1	3
HYDRANT/IRRIGATION METER		1			0
Total					593
Pipe Technicians					
LINE LOCATOR	174	201	170	156	701
TAPS SERVICED	3		4	3	10
LEAKS REPAIRED	1		6	1	8
HANOVER ST WATER MAIN PROJECT	30	12	4	11	57
HARRISON ST - COLD MIXED SINK HOLE	2				2
BALT ST - TURNED IN NEW MAIN	2				2
BALT ST - FLUSHED HYDRANTS	2				2
REPAIRED HYD - N CENTRE @ MECHANIC	2				2
620 LINCOLN - PROPERTY LEAK/TURNED OFF	2				2
MCMULLEN HWY - LOCATED 20" MAIN	3				3
LEAK INVESTIGATION - FOREST AVE	2				2
ASSISTED WITH LINE LOCATES CITY WIDE	1				1
CLEANED WAREHOUSE		6			6
BALT ST - TIED IN 8" ON LIBERTY ST		3			3
FLUSHED 3 HYDS AFTER TIE IN (BALT ST)		3			3
CHECKED WATER PUMP STATION FRANTZ LN		3			3
PATTERSON AVE - UNCRIMPED LINE		3			3
LEAK INVESTIGATION - HARRISON ST		3			3
AVONDALE - SAWCUT OUT VALVE BOX		3			3
419 CENTRE ST R - INSTALLED YARD HYD		3			3
BALTIMORE ST - PRESSURE TEST			3		3
127 GREENE - TOOK LID TO CONTRACTOR			3		3
PIEDMONT AVE - LEAK ON HYDRANT			6	3	9
RESERVOIR - TURNED BACK IN - LEAKS			6		6
CLEANED 304/SKIDSTEER/BACKHOE				4	4
RAN NEW 6" MAIN W/TRITON @ CBIZ				3	3
REMOVED WATER FOUNTAIN @ CITY HALL				3	3
COLD PATCHED 116 OLDTOWN RD				3	3
BALT ST - TURNED WATER IN ON 18" & 6"				3	3
					0
					0

[illegible]

June 2023 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates

Run gate operators

Check sewage regulators

Safety meeting

Run Greene St. pump

Clean bullpen

Clean all storm drains

Mowed Rt. 28 ditch, west levee ditch, parklets, Moose, Kelly Blvd, Narrows, Furlows, Dentist Office,

Viaduct, Bull Pen, Mill Race

Perform other maintenance work as required

SEWER BRANCH

Calls answered	7
Service lines opened	6
Owner's trouble	1
Traced lines/main	393
Mains Repairs/ Replace	4
Sewer taps installed/replaced	0
Cleaned catch basins	0
Cleanouts installed	0
Televised sewer mains	6 mains
Televised sewer lines	1 service lines
Call outs/ overtime	11 callouts/ 24 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	0

Flushed mains	2,187 Feet
Gallons of water used	4,500 Gals.
605 Vac-con truck	3,000 Gals.
608 Flush truck	1,500 Gals.

Safety meeting

Behind Chick-Fil-A repaired 17' of 24" sewer main

522 Beall St. repaired 20' of 6" sewer main

317 Franklin St. repaired 10' of 10" sewer main and repaired two service taps

158 N Centre St. repaired 6" sewer main(NPL)

Vac leaves from around duck pond

Cleaned storm drains (service center)

Vac for Triton on the mall

Hydro 3 sites (sewer)

Hydro 7 sites (water)

Behind Chick-Fil-A repaired 17' of 24" sewer main

522 Beall St. repaired 20' of 6" sewer main

317 Franklin St. repaired 10' of 10" sewer main and repaired two service taps

158 N Centre St. repaired 6" sewer main(NPL)

Vac leaves from around duck pond

File Attachments for Item:

1. Approval of the Closed, Work, and Regular Session Minutes of July 5, 2023

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, July 5, 2023; 4:30 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b)(2) of the General Provisions Article of the Annotated Code of Maryland to discuss the potential development plans of a property within the City.

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

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor; Ken Tressler, Director of Administrative Services; Ruth Davis-Rogers, Historic Preservation/Planning



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael S. Cohen
City Clerk Allison K. Layton

Mayor and City Council of Cumberland

WORK SESSION

City Hall 2nd Floor Conference Room
57 N. Liberty Street
Cumberland, MD 21502

Tuesday, July 5, 2023, 5:00 p.m.

PRESENT: Mayor Raymond M. Morriss; Council Members: Richard Cioni, Eugene Frazier, Jimmy Furstenberg, Laurie Marchini.

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Ken Tressler, Director of Administrative Services

Media: Teresa McMinn, Cumberland Times-News
Kathy Cornwell, WCBC Radio

I. FY24 HOTEL/MOTEL GRANT ALLOCATIONS

M&CC discussed allocations that need to be determined from the \$45K placeholder. Mayor Morriss called for questions or comments. It was noted that the funds were distributed pretty well, and every request that was valid was funded. Mr. Silka advised that if everyone is okay with it, it will be put on an order for the next public meeting.

II. GOAL SETTING SESSION DISCUSSION

Mr. Silka advised that ever since he was hired as City Administrator, he has heard discussions about having some sort of retreat or goal-setting session, and asked if M&CC were still interested in doing that. He stated that he would do a SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis first to get things started, and said the meeting would be public. Mr. Silka advised that he will get the SWOT out this Friday or early next week. He discussed doing a parallel with senior staff in different departments to compare SWOT analyses, and said dates and locations would be proposed.

III. AGENDA REVIEW – JULY 5, 2023

There was discussion about the presentations for employee career milestones, and a question about Order 27261, the South Street ADA Project. Mr. Silka advised that it's actually a reduction in cost, due to some of the items that were included in the estimate were not needed.

There was discussion about Order 27262, funding for Jane's Place for Abused Children. Mr. Silka advised that Jane's Place was not going to use the funds, so they will be moved to the Community Development Property Improvement Program.

Mr. Silka reviewed Order 27263, and stated that the order actually reduces the percentage of increases every year, and the City will see a net savings.

IIIV. MAYOR AND CITY COUNCIL UPDATES

Council Member Furstenberg stated that it was information overload for him at his very first MML Conference. Council Member Marchini said sessions were very good and helpful. Mayor Morriss stated that he attended a session on code enforcement, and said he spoke to Kevin Thacker about it. He said most municipalities are battling the same things Cumberland is, and explained that without fines and citations it's difficult to address situations. He said people need to be held accountable, and advised that Mr. Thacker will be contacting other municipalities to see how they are doing things.

Council Member Frazier noted that on Facebook people are saying they haven't known about the Thursday Night Levitt Series Concerts. He stated they are amazing concerts, and it was noted that the grant for them came from the Arts Council, which was doing a great job of promoting them. Mayor Morriss stated that every week it has grown, with last week being over 600 people. He stated that when people complain, they are partly responsible for finding the information.

Council Member Cioni stated that on WCBC someone complained about the color of the 4th of July fireworks display. Mayor Morriss stated that if that's all the citizens have to complain about, we are doing pretty good. He noted that he thought it was a wonderful fireworks display.

Council Member Frazier stated that National Night Out is coming up, and said that Council Member Furstenberg will be in the dunk tank. The Mayor stated that all of council will be participating.

Mayor Morriss reminded everyone of the Levitt Concert coming up this Thursday, at 6:30, and also Friday After Five.

There was discussion about all the changes coming along at Constitution Park.

Council Member Marchini stated that there were concerns about Baltimore Street being dark in certain areas, and said she spoke with shop owners on the ground level about keeping their lights on. She added that CBIZ has provided lunch for the contractors and given gift certificates, as well as M&M Bake Shop and Gino at Curtis' Wieners taking care of them. The Councilwoman also discussed the Town Hall Meeting that was held on June 27th.

Council Member Cioni discussed Melinda Kelleher getting information out to everyone about happenings downtown, and said if people don't get it, it's their own fault, because she has left no stone unturned in getting the word out.

There was more discussion about classes at MML that M&CC attended, as well as discussion about progress being made with the blacktopping.

Mayor Morriss advised that he got elected back to the MML Board, and said he was glad to be back on it.

V. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:41 p.m.

Respectfully Submitted,

Allison K. Layton
City Clerk

Minutes approved on: _____



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael Scott Cohen
City Clerk Allison K. Layton

MINUTES

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

DATE: July 05, 2023

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

Council Member Richard J. "Rock" Cioni
Council Member Eugene T. Frazier
Council Member James L. Furstenberg
Council Member Laurie P. Marchini
President Raymond M. Morriss

Also Present: Jeffrey D. Silka, City Administrator; Allison K. Layton, City Clerk; Chuck Ternent, Chief of Police; Shannon Adams, Fire Chief

IV. Statement of Closed Meeting

Mayor Morriss announced that a closed meeting had been held on July 5, 2023 at 4:30 p.m. and read into the record a summary of that meeting which is attached hereto and made a part of these minutes as required under Section 3-306 (c)(2) of the General Provisions Article of the Annotated code of Maryland.

V. Presentations

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

5 Years: Braydon Pennington and Jeffrey Teter, Fire Dept.; Ronald Shambaugh, Water Distribution.
10 Years: Benjamin Iliff, Water Distribution; Alan Brown, Police Dept.
15 Years: Troy Anderson, Water Distribution; Craig Michaels, Water Filtration
25 Years: Rhonda DeVault, Human Resources
30 Years: Daron Winters, Fire Dept.

Chief Ternent spoke in support of Corporal Alan Brown. Chief Adams spoke in support of Firefighters Braydon Pennington and Jeffrey Teter, and Battalion Chief Daron Winters.

Mayor Morriss provided background on the other employees celebrating milestones.

VI. Approval of Minutes

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

1. Approval of the Closed, Work, and Regular Session Minutes of June 20, 2023

VII. Public Comments

No Public Comments

All public comments are limited to 5 minutes per person

VIII. New Business

(A) Charter Amendment Resolutions

1. Charter Amendment Resolution No. 152 (*1st reading*) – to repeal and re-enact with Amendments Section 13 of the Charter of the City of Cumberland pertaining to the compensation of the Mayor and City Council.

FIRST READING: The resolution was submitted in title only for its first reading.

Motion to accept the first reading and table until next meeting was made by Council Member Frazier, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

(B) Ordinances

1. Ordinance 3963 (*1st reading*) – authorizing the transfer of 325 Independence Street to Jan Rivera for the purchase price of \$100.

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

Motion to accept the first reading and table until next meeting was made by Council Member Furstenberg, seconded by Council Member Cioni, and was passed on a vote of 5-0.

(C) Orders (Consent Agenda)

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

Order 27,256 – authorizing the Chief of Police to enter into an agreement with the Maryland Highway Safety Office to receive grant funding in the amount of \$1,000 for officers to work pedestrian safety patrols during the months of September and October.

Order 27,257 – authorizing the Chief of Police to accept the FY24 Community Grant in the amount of \$30,800.00 which will be utilized to provide funding (personnel and program supplies) for officers to attend community events and conduct neighborhood foot and bike patrols.

Order 27,258 – authorizing the Chief of Police to accept the FY24 Warrant Apprehension & Absconding Grant in the amount of \$40,833 which will be utilized to purchase equipment and supplies to assist with reducing the number of open warrants, especially warrants for violent crimes.

Order 27,259 – authorizing the City Administrator to execute Change Order No. 1 with Belt Paving, Inc. for City Project “Avondale and Kentucky Ave. Paving Improvements” in order to use them as a sole source to perform additional work in the amount not-to-exceed \$35,197.87 for repairing Brentwood Street to proper standards.

Order 27,260 – accepting the bid from Belt Paving, Inc. for City Project 2023-07-PVG, for milling, patching, and paving of Centre, Mechanic, Polk, Hanover, Bedford Extended, and Market Streets in the estimated unit price of \$199,314.30.

Order 27, 261 – authorizing Change Order No. 1 to the South Street ADA Improvements Contract (City Project 19-21-M) with an increase of \$2,274.49, bringing the total contract price to an amount not to exceed \$223,310.49.

Order 27,262 – amending Order 26,961 dated February 15, 2022 by increasing the ARPA funding allocation of \$45,001 to Community Development Property Improvement and decreasing the ARPA funding allocation of \$45,011 to Janes Place for Abused Children.

Order 27,263 – authorizing the amendment and execution of a service agreement with Turnbull Hoover & Kahl, P.A., for audit services for Fiscal Years 2023, 2024, 2025 and 2026 in the amount not to exceed \$514,069.

Order 27,264 – accepting the change in name for the AFSCME Maryland Public Employees Council 67 to hereinafter being known as AFSCME Maryland Council 3.

Order 27,265 – rescinding Order 26,859 dated August 17, 2021 and adopting a revised Family and Medical Leave Policy to replace the previous policy adopted on August 17, 2021.

Order 27,266 – rescinding Order 26,861 dated August 17, 2021 and adopting a revised Workers’ Compensation Policy to replace the previous policy adopted on August 17, 2021.

Order 27,267 – adopting an Extended Leave/Leave of Absence Policy.

Order 27,268 – rescinding Order 22,333 dated May 16, 1995 and adopting a revised Modified Duty Policy to replace the previous policy adopted on May 16, 1995.

Order 27,269 – rescinding Order 26,489 dated August 6, 2019 and adopting a revised Handbook for Full-Time Non-Union Employees to replace the previous handbook adopted on August 6, 2019.

Order 27,270 – declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap.

Council Member Marchini questioned Order 27,262 regarding funding changes for Jane's Place. She wanted to make a note that the City was not taking any money away from the organization. Mr. Silka reiterated.

IX. Public Comments

All public comments are limited to 5 minutes per person

X. Adjournment

With no further business at hand, the meeting adjourned at 6:40 p.m.

Minutes Approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

1. Ordinance 3963 (*2nd and 3rd readings*) - authorizing the transfer of 325 Independence Street to Jan Rivera for the purchase price of \$100

ORDINANCE NO. 3963

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO ACCEPT THE BID OF JAN RIVERA FOR THE PURCHASE OF THE PARCEL OF REAL PROPERTY IN THE CITY OF CUMBERLAND KNOWN AS 325 INDEPENDENCE STREET, CUMBERLAND, MD 21502 AND, SUBJECT TO THE TERMS SET FORTH HEREINAFTER, TO AUTHORIZE THE EXECUTION OF A DEED TO EFFECT THAT CONVEYANCE."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property located at 325 Independence Street, Cumberland, MD 21502 (the "Property");

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

WHEREAS, the Property was included in the solicitation for bids known as the "Request for Bids Surplus Properties Round I" but was not bid upon;

WHEREAS, the City has since received a bid for the purchase of the Property from Jan Rivera (the "Purchaser") for the sum of One Hundred Dollars (\$100.00), and staff is recommending that the Mayor and City Council accept the bid; and

WHEREAS, subject to the hereinafter set forth terms, the Mayor and City Council deem the acceptance of this bid to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council shall accept the bid of the Purchaser for the purchase of the Property for the sum of One Hundred Dollars (\$100.00) subject to the following terms and conditions:

- A. The Property will be conveyed to the Purchaser by means of a quitclaim deed containing no warranties

or representations of any kind, the form of which is set forth in the Exhibit A attached hereto;

- B. The Purchaser shall pay all of the recordation and transfer taxes that are required to record the said deed;
- C. The Purchaser will pay the City and County real estate taxes due from the date of the deed through the remainder of the current tax year and will assume responsibility for the payment of those taxes thereafter.
- D. The Purchaser shall remit the payments set forth below to the City Clerk at City Hall, 57 N. Liberty Street, Cumberland, MD 21502 by personal check, cashiers check or money order. A total of three (3) personal checks/cashiers checks/money orders must be presented to the City Clerk.
 - i. \$60.00 deed recordation fee made payable to "Circuit Court for Allegany County".
 - ii. The purchase price, pro-rated City real estate taxes and \$100.00 deed recordation service fee made payable "City of Cumberland".
 - iii. The pro-rated County real estate taxes and deed recordation and transfer taxes made payable to "Allegany County".
- E. Cash will not be accepted. Improperly remitted payments will be returned.
- F. Failure to remit the aforesaid payments to the City Clerk within sixty (60) days from the date of the passage of this Ordinance shall result in the rejection of the Purchaser's bid unless said deadline is extended by the City Administrator or City Solicitor for good cause shown.

G. The deed will be released for recordation upon the Purchaser's compliance with the foregoing provisions.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver deeds effecting the aforesaid conveyances subject to the aforesaid terms and conditions;

SECTION 3: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this _____ day of _____, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton, City Clerk

1st reading: July 5, 2023

2nd reading:

3rd reading:

Passed

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this ____ day of _____, 2023, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Jan Rivera** (the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of One Hundred Dollars (\$100.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, his personal representatives, heirs and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

ALL that lot, piece or parcel of ground being part of Lot No. 5 on Knobley Street (now known as Independence Street) situate, lying and being in the City of Cumberland, Allegany County, Maryland, and as laid off by George Blocher and beginning for that part hereby intended to be conveyed, at a point on the East side of Independence Street, at the end of the first line of Lot no. 4 as laid out by the said George Blocher, it being also the beginning of the whole Lot No. 5, and running thence with the first line of the whole Lot No. 5, North 21-1/4 degrees West 21 feet, thence parallel with the second line of said Lot No. 5, North 50-1/4 degrees East 20 feet, thence parallel with the first line of said whole Lot No. 5, South 21-1/4 degrees East 3 feet, thence parallel with the second line of the whole Lot No. 5, North 50-1/4 degrees East 80 feet, thence parallel with the first line of said whole Lot no. 5, South 21-1/4 degrees East 18 feet to the second line of Lot No. 4, and with said second line of Lot No. 4 reversed, South 50-1/4 degrees West 100 feet to the beginning.

The improvements thereon being commonly known as 325 Independence Street, Cumberland, MD 21502.

IT BEING the same property described in the deed from David A. Goad, Sheriff of Allegany County, Maryland to the City dated May 31, 2007, and recorded among the Land Records of Allegany County, Maryland in Book 1394, Page 424.

SUBJECT TO all outconveyances, agreements, rights of way, easements and other matters of record.

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 Grantee, his personal representatives, heirs and assigns, in fee simple forever.

WITNESS the hand and seal of the City the date first written above.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

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

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

I HEREBY CERTIFY, that on this ____ day of _____, 2023, 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 Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$100.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

Attorney Certification

I hereby certify that the foregoing instrument was prepared by the undersigned attorney license to practice law in the State of Maryland. He further certifies that he did not perform a title search in connection with its preparation.

Michael Scott Cohen

File Attachments for Item:

. Ordinance 3964 (*1st, 2nd, and 3rd readings*) - amending Ordinance 3961, approved June 20, 2023, with the additional transfer of the parcel at 402 N. Mechanic Street to the Allegany Historical Society

ORDINANCE NO. 3964

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO AMEND ORDINANCE NO. 3961 BY ADDING 402 N. MECHANIC STREET TO THE PARCELS BEING SOLD TO THE ALLEGANY HISTORICAL SOCIETY, INC., UNDER THE TERMS OF ORDINANCE, NO. 3961 TO WIT, THE PROPERTY WHICH HAS NOW BEEN IDENTIFIED AS 402 N. MECHANIC STREET."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of certain parcels of real property located at 332, 400 and 402 N. Mechanic Street, Cumberland, MD 21502;

WHEREAS, the sale of 332 and 400 N. Mechanic Street, Cumberland, MD 21502 to Allegany County Historical Society, Inc. for \$156,000.00 was authorized under the terms of his Ordinance No. 3961;

WHEREAS, the property at 402 N. Mechanic Steet was intended to be included in the solicitation for bids known as the "GovDeals Online Firehouse Auction" as it is part of the property commonly known as the Canada Hose House;

WHEREAS, as a matter of oversight, it wasn't;

WHEREAS, 402 N. Mechanic Street was declared surplus under the terms of Order No. 27,140 passed by the Mayor and City Council on December 6, 2022; and

WHEREAS, with the amendment of Ordinance No. 3961 effected by this Ordinance 332, 400 and 402 N. Mechanic Street, Cumberland, MD 21502 will be conveyed to Allegany County Historical Society, Inc. for the aforesaid originally agreed upon purchase price.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Council amend Ordinance No. 3961 by adding 402 N. Mechanic Street, Cumberland,

MD 21502 to the list of properties to be sold to Allegany Historical Society, Inc.

SECTION 2: AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute and deliver a deed for all three (3) parcels to Allegany County Historical Society, Inc., the said deed being in the form attached hereto.

SECTION 3: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect on the date of its passage.

Passed this _____ day of _____, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this ____ day of _____, 2023, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Allegany County Historical Society, Inc.** (the “Grantee”), a Maryland non-profit corporation.

WITNESSETH:

That for and in consideration of the sum of One Hundred Fifty-Six Thousand Dollars (\$156,000.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, its successors and assigns, all of the City’s right, title, interest and estate in and to the pieces or parcels of real estate lying and being in the City of Cumberland, Allegany County, Maryland which are described in the Exhibit A attached hereto:

SUBJECT TO all outconveyances, agreements, rights of way, easements and other matters of record.

As to the 402 N. Mechanic Street, Cumberland, MD 21502 and 332 N. Mechanic Street, Cumberland, MD 21502, **SUBJECT TO** to the reservation of easements in favor of the United States of America and Mayor and City Council of Cumberland shown on the Plats for Local Flood Protection (Wills Creek) Project Tract Nos. WC74 and WC 75 (copies of which are attached hereto and incorporated by reference herein) as Federal Permanent and Local Permanent and further subject to the following terms and conditions:

1. Subject to item 2 below, no buildings or structures of any kind may be erected or placed on the property without the written consent of the City or the United States of America.

2. No improvement shall be passed over, under, or through the walls, levees, improved channels or floodways, nor shall any excavations or construction be permitted within the Project permanent easements, nor shall any change be made in any feature of the work without prior determination by the District Engineer, Baltimore District, Corps. of Engineers or his/her authorized representative that such improvement, excavation, construction or alteration will not adversely affect the functioning of the Project protective facilities.
3. No trees or other vegetation shall be planted if they are expected to have a trunk or branches in excess of two (2) inches in diameter.
4. No encroachments or trespasses which will adversely affect the efficient operation or maintenance of the Project works shall be permitted in the Local Permanent and Federal Permanent easement areas as shown on the attached Plat
5. All restrictions applicable to the Local Flood Protection (Wills Creek) Project as set forth in Local Flood Protection Project Operation and Maintenance Manual dated October, 1977, and any amendments, modifications, restatements or other alterations to its terms.

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 Grantee, its successors and assigns, in fee simple forever.

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

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL
OF CUMBERLAND

Allison Layton, City Clerk

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

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2023, 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 Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$156,000.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

Attorney Certification

I hereby certify that the foregoing instrument was prepared by the undersigned attorney license to practice law in the State of Maryland. He further certifies that he did not perform a title search in connection with its preparation.

Michael Scott Cohen

EXHIBIT A

PARCEL ONE – 402 N. Mechanic Street, Cumberland, MD 21502 – Tax ID No. 05-009960

ALL that part of a tract or parcel of land lying and being in the county aforesaid, known and distinguished by the name of "Walnut Bottom" and situate in the Town of Cumberland on the East side of Wills Creek and South side of Mechanic Street at the head of the Big Spring in said Town.

BEGINNING for said part at a stone marked FK standing in the said spring when it is high and is the beginning of Lot No. 255 and running thence with the first line of said Lot North eighty- two degrees East sixty-three feet to intersect a line drawn South Seventy-one degrees and one-fourth of a degree east from a stone No. 256 thence reversing said line North seventy-one degrees and one-fourth of a degree west one hundred and twenty-three feet and one-half foot to the aforesaid stone No. 256 standing on the South side of Mechanic Street, it being the beginning of Lot No. 256 thence reversing the given line of said lot South eighteen degrees east thirty-five feet to a Locust root standing at the end of the last line of Lot No. 255 and near the north west side of the Big Spring, thence with a straight line to the beginning. Together with all and singular the buildings, improvements, woods, ways, waters, water courses, rights, liberties, privileges, hereditaments, and appurtenances, whatsoever, thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof and all the estate, right, title and interest property, claim and demand whatsoever of him the said Thomas Beall of Samuel of in and to the aforesaid described part of the above named tract of land called "Walnut Bottom" or by whatsoever name it maybe known, or called and every part and parcel thereof both at Law and in Equity, or otherwise howsoever of in and to the same.

IT BEING the same property described in the deed from Cumberland Neighborhood Housing Services, Inc. to Mayor and City Council of Cumberland dated June 1, 2017, and recorded among the Land Records in Book 1107, Page 118.

PARCEL TWO – 400 N. Mechanic Street, Cumberland, MD 21502 – Tax ID No. 05-007712

Part of town lot No. 255 in the rear of the Hose House of the Volunteer Fire Company known as the Canada Volunteer Fire Company covered by the Big Spring, the same being a part of that part of Lot No. 255 which was conveyed by Martin Gerbig and Dorothea Gerbig, his wife, by deed dated 23rd of February, 1895, and recorded in Liber No. 76, Folio 543, one of the Land Records of Allegany County. Said part hereby intended to be conveyed to the party of the second part is described as follows, to wit:

BEGINNING at the beginning of the whole lot number 255, which point is now the South East corner of the frame part of the Canada Volunteer Fire Company's Hose House and which is North 55 degrees 05 minutes West 24 feet, South 86 degrees 55 minutes West 70 feet from a stone on the south side of Mechanic Street at the North East corner of said Ernest Jahn's Saloon and running thence from said beginning with the face line of the stone wall enclosing said Big Spring South 25 degrees 40 minutes West 21-7/10 feet, South 50 degrees 45 minutes West 18-2/10 feet, South 62 degrees 25 minutes West 30-5/10 feet, South 14 degrees 45 minutes West 79-7/10 feet to Wills Creek and to the fourth line of the whole lot number 255, then with the lines of said whole lot

North 54 degrees 55 minutes West 26-9/10 feet, North 13 degrees 06 minutes East 132 feet, South 71 degrees 15 minutes East 66-5/10 feet to the beginning. The said party of the second part, its successors and assigns is hereby limited by a line drawn South 23 degrees 45 minutes West from the Northwest corner of said Canada Hose House East of which line on building shall be erected above the level of Mechanic Street. The courses of the foregoing description are referred to in the magnetic meridian of 1904.

IT BEING the same property described in the deed from Cumberland Neighborhood Housing Services, Inc. to Mayor and City Council of Cumberland dated June 1, 2017, and recorded among the Land Records in Book 2307, Page 315.

PARCEL THREE – 332 N. Mechanic Street, Cumberland, MD 21502 – Tax ID No. 05-007240

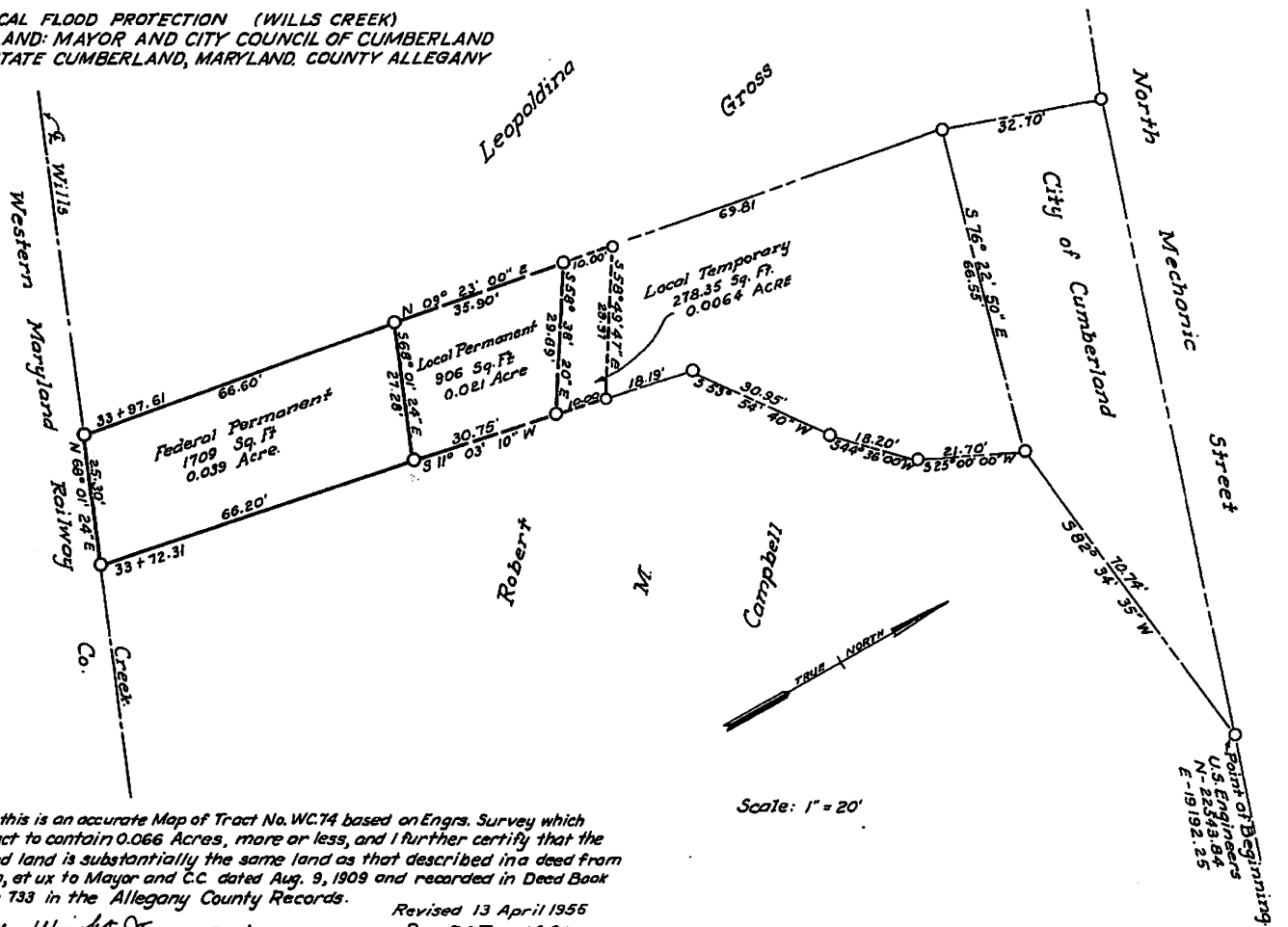
ALL that piece or parcel of ground known as part of Original Town Lot No. 255 and improved by a dwelling commonly known as Nos. 332-334 North Mechanic Street, situate, lying and being on the southwesterly side of North Mechanic Street in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a point on the second line of the whole parcel as described in a certain deed from Robert M. Campbell et al., to Eldred A. Cromwell et ux., dated March 30, 1962, of record in Deeds Liber 345, folio 287, one of the Land Records of Allegany County, Maryland, distant South 86 degrees 55 minutes West 15.00 feet from a chiseled "X" on the brick sidewalk on the southerly side of North Mechanic Street and running thence (1) with the remainder of said second line, South 86 degrees 55 minutes West 55.00 feet to a hub set at the corner of a stone wall bordering Big Blue Spring and in the rear of the Cumberland Hose Co. No 1 firehouse; thence (2) with the outlines of the Big Blue Spring, South 25 degrees 40 minutes West 21.7 feet; thence (3) South 50 degrees 45 minutes West 18.2 feet; thence (4) South 62 degrees 25 minutes West 30.5 feet; thence (5) South 14 degrees 45 minutes West 28.19 feet, more or less, to the Local Permanent Easement line of the City of Cumberland Flood Control property line on the northeasterly side of Wills Creek as heretofore excepted and conveyed by Robert M. Campbell et al., to the Mayor and City Council of Cumberland by deed dated October 26, 1955, of record in Deeds Liber 276, folio 224 and as shown on the Plat at folio 225; thence with said Local Permanent Easement line and by a new division line across the whole property of which this is a part, using True Meridian bearing of deed dated October 26, 1955, hereinabove referred to, (6) South 67 degrees 53 minutes East, approximately 74.50 feet to intersect a line drawn South 17 degrees 45 minutes West from the place of beginning of this description and running between the eaves of the dwellings known as No. 330 North Mechanic Street and No. 332 North Mechanic Street; thence (7) North 17 degrees 45 minutes East 120 feet, more or less, to the place of beginning.

IT BEING the same property described in the deed from Cumberland Neighborhood Housing Services, Inc. to Mayor and City Council of Cumberland dated June 1, 2017, and recorded among the Land Records in Book 2307, Page 310.

Tract No. WC.74

PROJECT: LOCAL FLOOD PROTECTION (WILLS CREEK)
OWNER OF LAND: MAYOR AND CITY COUNCIL OF CUMBERLAND
LOCATION:--STATE CUMBERLAND, MARYLAND, COUNTY ALLEGANY



I certify that this is an accurate Map of Tract No. WC.74 based on Engrs. Survey which shows this tract to contain 0.066 Acres, more or less, and I further certify that the above described land is substantially the same land as that described in a deed from Ernest F. Sahn, et ux to Mayor and C.C. dated Aug. 9, 1909 and recorded in Deed Book No. 104, Page 133 in the Allegany County Records.

Revised 13 April 1955

B - OCT. - 1952

Scale: 1" = 20'

John M. Wright, Jr. ENGINEER

NAME

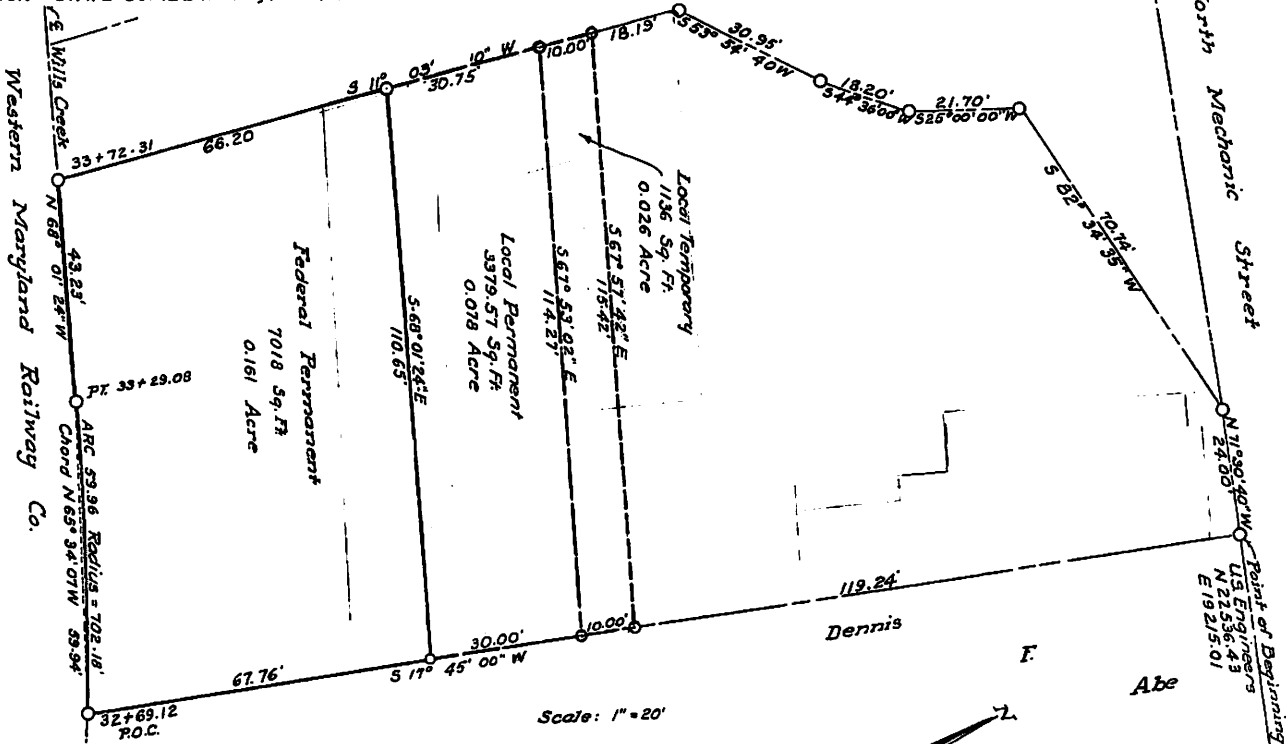
ENGINEER

DATE

TRACT No. WC75

City of
Cumberland

PROJECT: LOCAL FLOOD PROTECTION (WILLS CREEK)
OWNER OF LAND: ROBERT M. CAMPBELL
LOCATION: STATE CUMBERLAND, MARYLAND COUNTY ALLEGANY



I certify that this is an accurate map of Tract No. WC75 based on Engrs. Survey which shows this tract to contain 0.265 acres, more or less, and I further certify that the above described land is substantially the same land as that described in a deed from Hilda Koelker, et al to Robert M. Campbell dated July 6 1946 and recorded in Deed Book No. 210, Page 33, in the Allegany County Records.

John M. Wright, Jr. Engineer
NAME TITLE

Revised 10 Aug 1953
8 - OCT - 1952
DATE

Revised 18 April 1955

File Attachments for Item:

. Order 27,271 - accepting accept the State bid proposal from Hertrich Fleet Services Inc. for four (4) road ready 2024 Ford Police Interceptor Utility police vehicles at \$50,803 each for a total cost not to exceed \$203,212

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

ORDER NO. 27,271

DATE: July 18, 2023

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

THAT, the State Bid proposal from Hertrich Fleet Services, Inc. 1427 Bay Road, Milford, DE 19963 to supply four (4) road-ready 2024 Ford Police Interceptor Utility vehicles at Fifty Thousand, Eight Hundred and Three Dollars and No Cents (\$50,803.00) each for a total amount not-to-exceed Two Hundred and Three Thousand, Two Hundred Twelve Dollars and No Cents (\$203,212.00) is hereby accepted; and

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

Raymond M. Morriss, Mayor

Budget: 001.040.64000

Council Agenda Summary

Meeting Date: July 18, 2023

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

Item Title: FY24 Hertrich Fleet Services Quote for Police Vehicles

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

Request to accept the State bid from Hertrich Fleet Services Inc. for four (4) road ready 2024 Ford Police Interceptor Utility police vehicles at \$50,803 each for a total cost of \$203,212.00.

Amount of Award:

Budget number: 001.040.64000

Grant, bond, etc. reference:

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) 839-0556

July 7, 2023

Eric Bonner
Admin Services
Cumberland Police Dept.

I am pleased to provide a quote for 2024 Ford Police Interceptor Utilities, priced per the Howard County
Contract #4400004546

Vehicle	2024 Ford Police Interceptor Utility – AWD PEP 500A	
UM/96	Black Exterior & Black Interior – Cloth Front & Vinyl Rear Seats	
99B/44U	3.3 L TI-VCT V6 FFV & 10 Speed Automatic Transmission	
67H	Ready For the Road Pkg • 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 control (mounted behind 2nd row seat) • Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails • High current pigtail • Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head • Pre-wiring for grille LED lights, siren and speaker (60A) • Rear console plate (85R) – contours through 2nd row; channel for wiring • Grille linear LED Lights (Red / Blue) and harness • 100-Watt Siren / Speaker • Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P) Note: Not available with options: 66A, 66B, 66C, 67U and 65U Note: Not available with Low Band Frequency Noise Suppression Kit (68E)	\$3595
51T	Driver side Spot Lamp	\$395
55F	Remote Keyless Entry – 4 FOBs & 4 Keys	\$340
153	Front Tag Bracket	N/C
86T	Rear Tail lamp Housing	N/C
63B	Side Marker Skull Caps	\$290
63T	Quarter Glass Light	\$575
17T	Red/White Cargo Lamp	\$50
43D	Courtesy Disable	\$25
	MSRP\$ 54,130	
		\$52,808
	HCC	(505)
	Disc	(1,500)
	Total Per Vehicle	\$50,803
	Price for 4 Vehicles	\$203,212

Please contact me with any questions, changes or to place an order. I look forward to hearing from you.

Respectfully submitted, John Worrall

File Attachments for Item:

. Order 27,272 - authorizing the Chief of Police to accept the FY24 MCIN Grant in the amount of \$295,965 to be used in support of crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminals and streamlining information sharing to address gang and drug trafficking, with grant funds obligated for contractual salaries, personnel services and overtime for increased manpower within allied agencies

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

ORDER NO. 27,272

DATE: July 18, 2023

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

THAT the Chief of Police be and is hereby authorized to accept an FY24 MCIN grant entitled “2024 MCIN” in the amount of Two Hundred Ninety-five Thousand, Nine Hundred Sixty-five Dollars and No Cents (\$295,965.00) for the period 7/1/23 – 6/30/24 for personnel and overtime costs associated with the Cumberland Police Department’s focus on crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminals, and streamlining information sharing to address gang and drug trafficking.

Raymond M. Morriss, Mayor

Grant: MCIN-2024 0011

Council Agenda Summary

Meeting Date: July 18, 2023

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

Item Title: FY24 Maryland Criminal Intelligence Network (MCIN) grant

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

Authorize the Chief of Police to accept the FY24 MCIN Grant in the amount of \$295,965.00 to be used to support crime reduction patrols, targeted enforcement, intelligence gathering, apprehension of violent criminal, streamline information sharing to address gang and drug trafficking. Grant funds will be obligated for contractual salaries, personnel services and overtime for increased manpower within allied agencies.

Amount of Award: \$295,965.00

Budget number:

Grant, bond, etc. reference: Grant – reimbursable overtime



GOVERNOR'S COORDINATING OFFICES

Community Initiatives • Service & Volunteerism • Performance Improvement
Crime Prevention, Youth, & Victim Services • Small, Minority, & Women Business Affairs
Banneker-Douglass Museum • Volunteer Maryland • Deaf & Hard of Hearing

July 09, 2023

Chief Chuck Ternent
Chief of Police
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: MCIN-2024-0011

Dear Chief Ternent:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**2024 MCIN**," in the amount of \$295,965.00 has received approval under the Maryland Criminal Intelligence Network program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Department's (CPD) 2024 MCIN Program helps to strengthen information sharing and criminal investigations in Cumberland as well as surrounding Allegany County. The program will focus on making our jurisdiction safer and improving the quality of life by identifying, disrupting, and dismantling criminal networks involved in the distribution of illegal drugs, illegal firearms, human trafficking, and violent crime.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

If you have any questions or need any clarification regarding this grant award, please contact **Quentin Jones**, your program manager, or **Zacharia Avirah**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read 'GR', is positioned above the printed name of the sender.

Gary Richardson
Director, Grants Administration

cc: Ms. Samantha Twigg-Fry



Governor's Office of Crime Control and Prevention

Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Avirah, Zacharia

Budget Notice

Grant Award Number:	MCIN-2024-0011	
Sub-recipient:	Cumberland Police Department	
Project Title:	2024 MCIN	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2023 - 06/30/2024	CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$295,965.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$295,965.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
CPD Gun Violence Reduction OT	Overtime	Grant Funds	\$10,800.00
CPD MCIN INVESTIGATION OVERTIME	Overtime	Grant Funds	\$40,000.00
MCIN CORDINATOR	Fringe	Grant Funds	\$8,984.00
MCIN CORDINATOR	Salary	Grant Funds	\$61,102.00
MCIN CRIME ANALYST	Salary	Grant Funds	\$8,984.00
MCIN CRIME ANALYST	Salary	Grant Funds	\$61,102.00

Personnel Total: \$190,972.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
ALLIED AGENCY MCIN OVERTIME	Grant Funds	1	\$20,000.00	\$20,000.00
MCIN SPECIAL PROSECUTOR	Grant Funds	1	\$65,000.00	\$65,000.00
PEER RECOVERY SPECIALIST	Grant Funds	1	\$3,704.00	\$3,704.00

Contractual Services Total: \$88,704.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Cellebrite License Renewal	Grant Funds	1	\$4,300.00	\$4,300.00
Electronic Flashbangs	Grant Funds	4	\$324.00	\$1,296.00
IBM Crime Analyst Notebook License Renewal	Grant Funds	1	\$1,634.00	\$1,634.00
Maptive Software	Grant Funds	1250	\$1,250.00	\$1,250.00
MSAB XRY License Renewal	Grant Funds	1	\$3,834.00	\$3,834.00
Tactical Vests	Grant Funds	5	\$795.00	\$3,975.00

Other Total: \$16,289.00

Approved: _____

Effective Date: 7/1/2023

File Attachments for Item:

. Order 27,273 - authorizing the Chief of Police to accept the FY24 Sex Offender Compliance grant in the amount of \$17,851 for Cumberland Police Department and Allegany County Sheriff's Office overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency

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

ORDER NO. 27,273

DATE: July 18, 2023

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

THAT the Chief of Police be and is hereby authorized to accept a GOCCP Grant for FY24 entitled "Sex Offender Compliance and Enforcement Program" in the amount of Seventeen Thousand, Eight Hundred Fifty-one Dollars and No Cents (\$17,851.00) for the period 07/01/2023 to 06/30/2024 for the Cumberland Police Department overtime support to perform compliance checks by conducting home visits of registered sex offenders to confirm residency.

Raymond M. Morriss, Mayor

Grant: SOCM-2024-0009

Council Agenda Summary

Meeting Date: July 18, 2023

Key Staff Contact: Chief John “Chuck” Ternent/Lt. Eric Bonner

Item Title: FY24 Sex Offender Compliance Grant

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

Authorize the Chief of Police to accept the FY24 Sex Offender Compliance grant in the amount of \$17,851.00 for Cumberland Police Department and Allegany County Sheriff’s Office overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency.

Amount of Award: \$17,851.00

Budget number:

Grant, bond, etc. reference:



GOVERNOR'S COORDINATING OFFICES

Community Initiatives • Service & Volunteerism • Performance Improvement
Crime Prevention, Youth, & Victim Services • Small, Minority, & Women Business Affairs
Banneker-Douglass Museum • Volunteer Maryland • Deaf & Hard of Hearing

July 06, 2023

Lieutenant Eric Bonner
Administrative Lieutenant
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: SOCM-2024-0009

Dear Lieutenant Bonner:

I am pleased to inform you that your grant application entitled, "**Sex Offender Compliance and Enforcement Program**," in the amount of \$17,851.00 has received approval under the Sex Offender Compliance and Enforcement in Maryland program. Chuck Ternent has received the grant award packet containing information and forms necessary to initiate the project.

Enclosed are the Notification of Project Commencement, Special Conditions, programmatic forms, and Budget Notice. The General Conditions for all of our awards are also located online, at www.goccp.maryland.gov. A copy of the grant award letter is also included.

It is essential, as the project director, that you submit the **Notification of Project Commencement** to indicate the starting date of your project **within 30 calendar days** after receiving your grant award packet. **No financial forms can or will be processed** unless the Notification of Project Commencement has been signed and uploaded to the Grants Management System.

Please be sure to review the grant award. As the project director you are responsible for the operation, administration, and the completion of the forms necessary to initiate and report project activities and comply with the special conditions. It is important that you understand all the Special Conditions attached to this award, as they are specific to your funding source. One General Condition that must be emphasized is that none of the principal activities of the project may be sub-awarded to another organization without written prior approval by the Governor's Office of Crime Control and Prevention.

Sample copies of your programmatic reporting questions are included with this award package, but you are required to complete **all** reporting electronically, using our web-based Grants Management System (GMS, https://grants.goccp.maryland.gov/BLIS_GOCCP). Training videos and a downloadable GMS user's guide are available online at www.goccp.maryland.gov.

Electronic programmatic reports must be submitted within 15 calendar days after the end of each quarter. Electronic financial reports must be submitted within 30 calendar days after the end of each quarter. Submitted reports that have not yet been approved may be sent back to you electronically for edits if requested.

Approved electronic financial reports may only be revised manually, not electronically, by submitting a revised financial report as a paper hard copy or a scan of the paper document. Revisions are allowed to be submitted up to 60 days after the end date of each quarter. These revisions are only accepted if the initial quarterly report was submitted within the mandatory time frame noted above.

Any request for changes or modifications to the project as awarded must be made online using the Grants Management System.

If the purchase of furniture/equipment is part of this grant project and you are a governmental agency, it is required that such purchases are made by competitive bid or through your approved governmental procurement process and that inventory records be maintained.

Should you have any questions or need any clarification regarding this award, **please have your award number when you call** so that you can be referred to the appropriate program manager (**Emily Archer**) or fiscal team member (**Courtney Thomas**). This will enable us to provide you with technical assistance and information in a timely manner.

Sincerely,

A handwritten signature in cursive script that reads "Quentin Jones".

Quentin Jones

Funding Manager

cc: Chief Chuck Terner



Governor's Office of Crime Control and Prevention

Regional Monitor:
Fiscal Specialist:

Archer, Emily
Thomas, Courtney

Budget Notice

Grant Award Number: SOCM-2024-0009
Sub-recipient: Cumberland Police Department
Project Title: Sex Offender Compliance and Enforcement Program
Implementing Agency: Cumberland Police Department
Award Period: **07/01/2023 - 06/30/2024** CFDA: State General Funds

Funding Summary	Grant Funds	100.0 %	\$17,851.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$17,851.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Fringe	Salary	Grant Funds	\$682.00
Sworn Officers	Overtime	Grant Funds	\$8,920.00
Personnel Total:			\$9,602.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Allegany County Sheriff's Office	Grant Funds	206.25	\$40.00	\$8,249.00
Contractual Services Total:				\$8,249.00

Approved:

Governor's Office of Crime Control and Prevention Authorized
Representative

Effective Date: 7/1/2023

File Attachments for Item:

. Order 27,274 - authorizing the Chief of Police to accept the FY24 Police Accountability, Community and Transparency (PACT) Grant entitled "Body Worn Camera Program" in the amount of \$174,553 for the salary for an IT employee, the Body Worn Camera program and the purchase of Body Worn Camera software and equipment

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

ORDER NO. 27,274

DATE: July 18, 2023

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

THAT, the Chief of Police be and is hereby authorized to accept the FY24 Police Accountability, Community and Transparency (PACT) Grant entitled "Body Worn Camera Program" in the amount of One Hundred Seventy-four Thousand, Eight Hundred Fifty-one Dollars and No Cents (\$174,851.00) to cover the salary of an IT employee, and for the purchase of Body Worn Camera software and equipment.

Raymond M. Morriss, Mayor

Grant: PACT-2024-0009

Council Agenda Summary

Meeting Date: July 18, 2023

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

Item Title: FY24 PACT Grant Body Worn Cameras

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

Authorize the Chief of Police to accept the FY24 Police Accountability, Community and Transparency (PACT) Grant entitled Body Worn Camera Program in the amount of \$174,553 the salary for an IT employee for the Body Worn Camera program and for the purchase of Body Worn Camera software and equipment.

Amount of Award: \$174,553.00

Budget number:

Grant, bond, etc. reference: Grant



GOVERNOR'S COORDINATING OFFICES

Community Initiatives • Service & Volunteerism • Performance Improvement
Crime Prevention, Youth, & Victim Services • Small, Minority, & Women Business Affairs
Banneker-Douglass Museum • Volunteer Maryland • Deaf & Hard of Hearing

July 06, 2023

Lieutenant Eric Bonner
Administrative Lieutenant
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: PACT-2024-0009

Dear Lieutenant Bonner:

I am pleased to inform you that your grant application entitled, "**Body Worn Camera Program (PACT) Grant**," in the amount of \$174,553.00 has received approval under the Police Accountability, Community and Transparency Grant program. Chuck Ternent has received the grant award packet containing information and forms necessary to initiate the project.

Enclosed are the Notification of Project Commencement, Special Conditions, programmatic forms, and Budget Notice. The General Conditions for all of our awards are also located online, at www.goccp.maryland.gov. A copy of the grant award letter is also included.

It is essential, as the project director, that you submit the **Notification of Project Commencement** to indicate the starting date of your project **within 30 calendar days** after receiving your grant award packet. **No financial forms can or will be processed** unless the Notification of Project Commencement has been signed and uploaded to the Grants Management System.

Please be sure to review the grant award. As the project director you are responsible for the operation, administration, and the completion of the forms necessary to initiate and report project activities and comply with the special conditions. It is important that you understand all the Special Conditions attached to this award, as they are specific to your funding source. One General Condition that must be emphasized is that none of the principal activities of the project may be sub-awarded to another organization without written prior approval by the Governor's Office of Crime Control and Prevention.

Sample copies of your programmatic reporting questions are included with this award package, but you are required to complete **all** reporting electronically, using our web-based Grants Management System (GMS, https://grants.goccp.maryland.gov/BLIS_GOCCP). Training videos and a downloadable GMS user's guide are available online at www.goccp.maryland.gov.

Electronic programmatic reports must be submitted within 15 calendar days after the end of each quarter. Electronic financial reports must be submitted within 30 calendar days after the end of each quarter. Submitted reports that have not yet been approved may be sent back to you electronically for edits if requested.

Approved electronic financial reports may only be revised manually, not electronically, by submitting a revised financial report as a paper hard copy or a scan of the paper document. Revisions are allowed to be submitted up to 60 days after the end date of each quarter. These revisions are only accepted if the initial quarterly report was submitted within the mandatory time frame noted above.

Any request for changes or modifications to the project as awarded must be made online using the Grants Management System.

If the purchase of furniture/equipment is part of this grant project and you are a governmental agency, it is required that such purchases are made by competitive bid or through your approved governmental procurement process and that inventory records be maintained.

Should you have any questions or need any clarification regarding this award, **please have your award number when you call** so that you can be referred to the appropriate program manager (**Quentin Jones**) or fiscal team member (**Courtney Thomas**). This will enable us to provide you with technical assistance and information in a timely manner.

Sincerely,

A handwritten signature in black ink that reads "Quentin Jones". The signature is written in a cursive style with a large, stylized "Q" and "J".

Quentin Jones

Funding Manager

cc: Chief Chuck Ternent



Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Thomas, Courtney

Governor's Office of Crime Control and Prevention

Budget Notice

Grant Award Number:	PACT-2024-0009	
Sub-recipient:	Cumberland Police Department	
Project Title:	Body Worn Camera Program (PACT) Grant	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2023 - 06/30/2024	CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$174,553.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$174,553.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
BODY CAM IT EMPLOYEE	Fringe	Grant Funds	\$23,754.00
BODY CAM IT EMPLOYEE	Salary	Grant Funds	\$79,178.00
Personnel Total:			\$102,932.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
BODY CAMERA ANNUAL COST	Grant Funds	1	\$67,421.00	\$67,421.00
Contractual Services Total:				\$67,421.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Office/Computer Equipment and Furniture	Grant Funds	1	\$4,200.00	\$4,200.00
Other Total:				\$4,200.00

Approved:

Governor's Office of Crime Control and Prevention Authorized
Representative

Effective Date: 7/3/2023

File Attachments for Item:

. Order 27,275 - accepting the proposal from Hite Associates, Inc. for City Project 5-22-WRF to replace shingled roofs for the Maintenance, Chlorine, and Electrical buildings at the Water Reclamation Facility in the estimated unit cost not to exceed \$125,794.67, using NJPA pricing to solicit a competitive bid

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

ORDER NO. 27,275

DATE: July 18, 2023

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

THAT, the proposal from Hite Associates, Inc., 11521 Milnor Avenue, Cumberland, MD, 21501 for "WRF Maintenance, Chlorine and Electrical Building Roof Replacement" (5-22-WRF) in the estimated unit cost not-to-exceed One Hundred Twenty-five Thousand, Seven Hundred Ninety-four Dollars and Sixty-seven Cents (\$125,794.67) be and is hereby accepted; and

BE IT FURTHER ORDERED, that this project was procured through Gordian EZ IQC using NJPA pricing to solicit a competitive bid.

Raymond M. Morriss, Mayor

Budget: 003.399.TP15.62000

Council Agenda Summary

Meeting Date: 7/18/2023

Key Staff Contact: Robert Smith, PE

Item Title:

WRF Maintenance, Chlorine and Electrical Building Roof Replacement

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

Accepting the proposal from Hite Roofing for City Project 5-22-WRF for the estimated unit cost of \$125,794.67. This project was procured through Gordian EZ IQC using NJPA pricing to solicit a competitive bid. The contractor will replace the existing shingled roofs for the Maintenance, Chlorine and Electrical Buildings which are detailed in the scope of work.

The project is fully funded through the Sewer Fund.

Amount of Award: \$125,794.67

Budget number: 003.399.TP15.62000

Grant, bond, etc. reference: None

Work Order Signature Document**EZIQC Contract No.: MD-WMA-R02-042419-HAS**☐**New Work Order**☒**Modify an Existing Work Order**

Work Order Number: 112791.01

Work Order Date: 07/06/2023

Work Order Title: CTYCUMBRLND - Wastewater Plant - Additional Roof Work Supplemental

Owner Name: City of Cumberland

Contractor Name: Hite Associates, Inc.

Contact: Robert Smith

Contact: Scott Rice

Phone: 301-759-6601

Phone: No Data Input

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No MD-WMA-R02-042419-HAS.

Brief Work Order Description:

Additional Roofing on the following:

Maintenance Building

Chlorine Building

Electrical Building

Time of Performance*See Schedule Section of the Detailed Scope of Work***Liquidated Damages**

Will apply:

☐

Will not apply:

☒**Work Order Firm Fixed Price: \$125,794.67**

Owner Purchase Order Number:

Approvals_____
Owner_____
Date_____
Contractor_____
Date

Detailed Scope of Work

To: Scott Rice
Hite Associates, Inc.
11521 Milnor Avenue
Cumberland, MD 21501
No Data Input

From: Robert Smith
City of Cumberland

301-759-6601

Date Printed: July 06, 2023

Work Order Number: 112791.01

Work Order Title: CTYCUMBLND - Wastewater Plant - Additional Roof Work Supplemental

Brief Scope: Additional Roofing on the following:
Maintenance Building
Chlorine Building
Electrical Building

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

City of Cumberland
Wastewater Treatment Plant
Additional Roofing

Electrical Building

- Complete removal of existing Shingle Roof, flashings, gutter and downspouts and soffit and dispose of the same.
- Install Synesthetic Roofing Felt (Deck Armor) over existing roof
- Install GAF Ice and Water Shield 6 feet up the Eave's, 3 feet up the
- Install GAF Timberline HD 30-year shingle Roof System with all necessary step flashings and terminations. (Owner to choose Shingle Color)
- Fabricate and install new metal fascia from Material with Kynar finish.
- Install new 5" seamless gutter and .032 Aluminum 4"x5" downspouts in existing
- Install new vented soffit in existing
- Provide GAF Shingle Warranty

Chlorine Building

- Complete removal of existing Shingle Roof, flashings, gutter and downspouts and soffit and dispose of the same.
- Install Synesthetic Roofing Felt (Deck Armor) over existing roof
- Install GAF Ice and Water Shield 6 feet up the Eave's, 3 feet up the
- Install GAF Timberline HD 30-year shingle Roof System with all necessary step flashings and terminations. (Owner to choose Shingle Color)
- Fabricate and install new metal fascia from Material with Kynar finish.
- Install new 5" seamless gutter and .032 Aluminum 4"x5" downspouts in existing

Detailed Scope of Work Continues..

Work Order Number: 112791.01
Work Order Title: CTYCUMBRLND - Wastewater Plant - Additional Roof Work Supplemental

- Install new vented soffit in existing
- Provide GAF Shingle Warranty

Maintenance Building

- Complete removal of existing Shingle Roof, flashings, gutter and downspouts and soffit and dispose of the same.
- Install Synesthetic Roofing Felt (Deck Armor) over existing roof
- Install GAF Ice and Water Shield 6 feet up the Eave's, 3 feet up the
- Install GAF Timberline HD 30-year shingle Roof System with all necessary step flashings and terminations. (Owner to choose Shingle Color)
- Fabricate and Install new metal fascia from Material with Kynar finish.
- Install new 5" seamless gutter and .032 Aluminum 4"x5" downspouts in existing locations.
- Install new vented soffit in existing
- Provide GAF Shingle Warranty

_____ Contractor	_____ Date
---------------------	---------------

_____ Owner	_____ Date
----------------	---------------

Contractor's Price Proposal - Summary

Date: July 06, 2023

IQC Master Contract #: MD-WMA-R02-042419-HAS

Work Order Number: 112791.01

Owner PO #:

Work Order Title: CTYCUMBRLND - Wastewater Plant - Additional Roof Work Supplemental

Contractor: Hite Associates, Inc.

Proposal Name: CTYCUMBRLND - Wastewater Plant - Additional Roof Work Supplemental

Proposal Value: \$125,794.67

01 - General Requirements	\$28,166.86
07 - Thermal & Moisture Protection	\$97,627.81
Proposal Total	\$125,794.67

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: July 06, 2023
IQC Master Contract #: MD-WMA-R02-042419-HAS
Work Order Number: 112791.01
Owner PO #:
Work Order Title: CTYCUMBRLLND - Wastewater Plant - Additional Roof Work Supplemental
Contractor: Hite Associates, Inc.
Proposal Name: CTYCUMBRLLND - Wastewater Plant - Additional Roof Work Supplemental
Proposal Value: \$125,794.67

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

01 - General Requirements

1	01 22 16 00-0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.					\$1,824.90
		Installation	Quantity		Unit Price	Factor	Total	
			1,500.00	x	1.00	x 1.2166	=	\$1,824.90
		For Bad Decking						
2	01 22 23 00-0029	WK	60' Engine Powered, Articulating (Up/Over) Boom Manlift					\$5,074.61
		Installation	Quantity		Unit Price	Factor	Total	
			3.00	x	1,252.99	x 1.3500	=	\$5,074.61
3	01 22 23 00-0994	WK	10,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator					\$9,486.13
		Installation	Quantity		Unit Price	Factor	Total	
			2.00	x	3,513.38	x 1.3500	=	\$9,486.13
4	01 54 23 00-0007	CCF	Up To 20' Height Scaffolding Initial Erection And Final Dismantling, Per CCF Of Scaffolding And Accessories					\$4,933.44
		Installation	Quantity		Unit Price	Factor	Total	
			160.00	x	22.84	x 1.3500	=	\$4,933.44
		To Install Soffit that is between two existing buildings . And on back side of Building near water tanks						
5	01 71 13 00-0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.					\$2,400.88
		Installation	Quantity		Unit Price	Factor	Total	
			3.00	x	592.81	x 1.3500	=	\$2,400.88
6	01 74 19 00-0015	EA	30 CY Dumpster (2.5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.					\$4,446.90
		Installation	Quantity		Unit Price	Factor	Total	
			6.00	x	549.00	x 1.3500	=	\$4,446.90
Subtotal for 01 - General Requirements								\$28,166.86

07 - Thermal & Moisture Protection

7	07 31 13 13-0008	SQ	265 LB/SQ, 5" Exposure, Two Layer Laminated Fiberglass Reinforced, Asphalt Composition Shingle (CertainTeed Landmark Plus)					\$52,086.17
			Quantity		Unit Price		Factor	Total
		Installation	95.00	x	269.16	x	1.3500 =	\$34,519.77
		Demolition	95.00	x	136.97	x	1.3500 =	\$17,566.40

Contractor's Price Proposal - Detail Continues..

Work Order Number: 112791.01

Work Order Title: CTYCUMBRLND - Wastewater Plant - Additional Roof Work Supplemental

Proposal Name: CTYCUMBRLND - Wastewater Plant - Additional Roof Work Supplemental

Proposal Value: \$125,794.67

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
07 - Thermal & Moisture Protection					
8	07 31 13 13-0022		LF	Architectural Hip And Ridge Shingles	\$1,931.85
				Quantity Unit Price Factor = Total	
				Installation 300.00 x 3.08 x 1.3500 = \$1,247.40	
				Demolition 300.00 x 1.69 x 1.3500 = \$684.45	
9	07 34 00 00-0005		SQ	Fire Rated, Polypropylene Roofing Underlayment, Mechanically Fastened (Rex™ Synfelt)	\$5,654.54
				Quantity Unit Price Factor = Total	
				Installation 95.00 x 35.39 x 1.3500 = \$4,538.77	
				Demolition 95.00 x 8.70 x 1.3500 = \$1,115.78	
10	07 34 00 00-0005	0032		For >50 To 75, Deduct	-\$68.04
				Quantity Unit Price Factor = Total	
				Installation 70.00 x -0.72 x 1.3500 = -\$68.04	
11	07 34 00 00-0016		SQ	40 Mil, Fire Rated, Embossed Surface, Rubberized Asphalt Adhesive, High Density Cross Laminated Polyethylene Reinforcement, Roofing Underlayment, Self-Adhering (Grace Ice And Water Shield®)	\$8,685.90
				Quantity Unit Price Factor = Total	
				Installation 50.00 x 128.68 x 1.3500 = \$8,685.90	
				6 feet up the Eave's, 3 feet up the rakes	
12	07 34 00 00-0016	0032		For >50 To 75, Deduct	-\$232.20
				Quantity Unit Price Factor = Total	
				Installation 40.00 x -4.30 x 1.3500 = -\$232.20	
13	07 41 33 00-0008		LF	1" "J" Channel, Starter Strip Trim	\$3,453.84
				Quantity Unit Price Factor = Total	
				Installation 820.00 x 2.25 x 1.3500 = \$2,490.75	
				Demolition 820.00 x 0.87 x 1.3500 = \$963.09	
				To Install Soffit	
14	07 46 16 00-0022		LF	1' Overhang, 0.019" Thick, Solid Or Vented Aluminum Soffit	\$3,936.06
				Quantity Unit Price Factor = Total	
				Installation 740.00 x 3.18 x 1.3500 = \$3,176.82	
				Demolition 740.00 x 0.76 x 1.3500 = \$759.24	
15	07 62 13 00-0028		SF	24 Gauge, Galvanized Steel Flashing	\$2,754.00
				Quantity Unit Price Factor = Total	
				Installation 160.00 x 10.48 x 1.3500 = \$2,263.68	
				Demolition 160.00 x 2.27 x 1.3500 = \$490.32	
				Step Flashing, Rake Trim, and Hot Pipe Flashing	
16	07 62 19 00-0172		LF	>5" To 7" Girth, 24 Gauge, KYNAR 500® Finish, Galvanized Steel Drip Edge	\$7,538.40
				Quantity Unit Price Factor = Total	
				Installation 800.00 x 6.40 x 1.3500 = \$6,912.00	
				Demolition 800.00 x 0.58 x 1.3500 = \$626.40	
17	07 71 23 00-0006		LF	5", 0.032" Thick, K-Style Aluminum Gutter	\$5,682.15
				Quantity Unit Price Factor = Total	
				Installation 610.00 x 5.13 x 1.3500 = \$4,224.56	
				Demolition 610.00 x 1.77 x 1.3500 = \$1,457.60	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 112791.01

Work Order Title: CTYCUMBRLND - Wastewater Plant - Additional Roof Work Supplemental

Proposal Name: CTYCUMBRLND - Wastewater Plant - Additional Roof Work Supplemental

Proposal Value: \$125,794.67

Sect.	Item	Modifier.	UOM	Description	Line Total				
Labor	Equip.	Material	(Excluded if marked with an X)						
07 - Thermal & Moisture Protection									
18	07 71 23 00-0006	0314	For Kynar 500® Finish, Add						\$807.03
			Installation	Quantity	Unit Price	Factor	=	Total	
				610.00	x 0.98	x 1.3500	=	\$807.03	
19	07 71 23 00-0055	LF	4" x 5", 0.019" Thick, Rectangular Aluminum Downspout						\$4,330.26
			Installation	Quantity	Unit Price	Factor	=	Total	
				360.00	x 7.21	x 1.3500	=	\$3,504.06	
			Demolition	Quantity	Unit Price	Factor	=	Total	
				360.00	x 1.70	x 1.3500	=	\$826.20	
20	07 71 23 00-0055	0317	For 0.031" Thick, Add						\$1,067.85
			Installation	Quantity	Unit Price	Factor	=	Total	
				350.00	x 2.26	x 1.3500	=	\$1,067.85	
Subtotal for 07 - Thermal & Moisture Protection								\$97,627.81	
Proposal Total								\$125,794.67	

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

File Attachments for Item:

. Order 27,276 - authorizing the execution of a Memorandum of Understanding by and between the MD Department of Housing and Community Development (DHCD) and the Mayor and City Council of Cumberland for the administration of the federally funded Section 8 Housing Choice Voucher Program in the City of Cumberland for the term retroactive to July 1, 2023 and through June 30, 2026

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

ORDER NO. 27,276

DATE: July 18, 2023

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

THAT, the Mayor be and is hereby authorized to execute a Memorandum of Understanding by and between the MD Department of Housing and Community Development (DHCD) and the Mayor and City Council of Cumberland for the administration of the federally funded Section 8 Housing Choice Voucher Program in the City of Cumberland for the term retroactive to July 1, 2023 and through June 30, 2026.

Raymond M. Morriss, Mayor

**MEMORANDUM OF UNDERSTANDING
FOR ADMINISTRATION OF
FEDERALLY FUNDED SECTION 8 HOUSING CHOICE VOUCHER PROGRAM
IN THE CITY OF CUMBERLAND**

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made this ____ day of _____, 2023 by and between the **Department of Housing and Community Development**, 7800 Harkins Road, Lanham, Maryland 20706 (“DHCD”), a principal department of the State of Maryland (the “State”) and the **Mayor and City Council of Cumberland**, Maryland, P.O. Box 1702, 57 North Liberty Street, Cumberland, Maryland 21501.

WHEREAS, DHCD has entered into a Consolidated Annual Contributions Contract, as amended and revised from time to time (the “ACC”) with the U.S. Department of Housing and Urban Development (“HUD”) to receive federal housing subsidy funds under the Section 8 Housing Choice Voucher Program (the “Program”) and has authority to serve as a Public Housing Agency (“PHA”) in utilizing these funds throughout the State; and

WHEREAS, DHCD desires to use a portion of these funds to administer the Program in the Local Jurisdiction; and

WHEREAS, DHCD is willing to allocate a portion of its Annual Budget Authority to the Local Jurisdiction to administer the Program in the Local Jurisdiction; and

WHEREAS, HUD determines annually the amount of funding that DHCD receives and, by extension, the amount provided to the Local Jurisdiction; and

WHEREAS, HUD assigns a baseline number of vouchers to DHCD each year to be used throughout the State, DHCD will assign a portion of these vouchers to the Local Jurisdiction to serve its low-income families;

NOW WHEREFORE, DHCD and the Local Jurisdiction in consideration of their respective obligations hereinafter set forth enter into the following Agreement:

1. **Term of Agreement.** This Agreement shall begin on July 1, 2023 and shall continue until agreed upon services are completed, but in any case shall terminate no later than on June 30, 2026.

2. **Scope of Services.**

A. DHCD shall assign a baseline of 380 vouchers to the Local Jurisdiction. DHCD shall have the unilateral right to change in writing the number of vouchers at any time.

B. With the concurrence, or at the direction of DHCD, the Local Jurisdiction shall provide DHCD with all services and equipment necessary to administer the Program in the Local Jurisdiction.

C. The Local Jurisdiction shall do, perform and carry out in a manner satisfactory to DHCD all of the following:

1. Make known to the public the availability and nature of housing assistance for lower-income families. Such public notices shall meet all applicable HUD requirements.

2. Invite owners to make dwelling units available for leasing and develop working relationships with property owners, management companies and appropriate associations and groups.

3. Receive and review applications and establish and maintain a waiting list for applicants for Housing Choice Vouchers.

4. Determine applicant family eligibility for the Program, in accordance with schedules and criteria established by HUD, and select families for assistance in accordance with the approved equal opportunity housing plan. Notify families determined to be ineligible.

5. Issue Housing Choice Vouchers; provide voucher holder packets and brief families concerning their responsibilities and the responsibilities of the property owner. Provide information to voucher holders on applicable housing quality standards and inspection procedures, search for and selection of housing and basic Program regulations.

6. Review and approve Requests for Tenancy Approval for the proposed unit and establish rent reasonableness. Determine whether or not the requested lease and contract are acceptable. Inspect the unit in accordance with HUD's Housing Quality Standards. Advise owners of defects and/or deficiencies to be corrected prior to approval.

7. Determine Total Tenant Payment Amounts.

8. Determine amounts of Housing Assistance Payments on behalf of families. Determine tenant rent portions. Determine utility reimbursement payments.

9. Execute Housing Assistance Payments Contracts with owners.

10. Receive Program contributions from DHCD, properly account for such contributions, authorize and disburse payments to owners.

11. Re-examine family composition, household income, allowable deductions and exclusions, Total Tenant Payments and Housing Assistance Payments in accordance with HUD regulations.

12. Reset amount of rent payable by the family and reset the amount of housing assistance, using any utility allowances that may apply.
13. Inspect units prior to leasing and at least annually to determine if they meet Housing Quality Standards. Notify owners and families of findings.
14. Monitor evictions, in compliance with the requirements of applicable federal and state law and in accordance with HUD regulations.
15. Administer and enforce Housing Assistance Payments Contracts with owners and take appropriate actions in cases of noncompliance or default, including entering into repayment agreements, after consultation with DHCD.
16. Comply with all HUD Equal Opportunity Requirements.
17. Prepare and provide to DHCD all budgets, financial plans, financial reports, vouchers, requests for payments and other financial management documents required by HUD and DHCD in administration of the Program. Prepare and provide to DHCD other reports required by HUD.
18. Provide information for the Annual Plan.
19. Establish and maintain an automated system to enter Program data into HUD's PIH Information Center ("PIC") system. Enter Program information into the system using the schedule mandated by HUD.
20. Accept sanctions when HUD reduces fees due to failure to enter information into HUD's PIC system on schedule.
21. Maintain all records required for the administration of the Program. Assure that actual Program operating costs do not exceed HUD and DHCD approved budget allowances.
22. Maintain an active working relationship with DHCD.
23. Notify DHCD promptly of all problems regarding the Program generally and, where appropriate, of problems regarding particular owners and families.
24. Prepare and provide to DHCD any reports required to allow DHCD to exercise its responsibilities under the Program.
25. Prepare or submit data for utility allowance schedules, rental housing surveys, fair housing affirmative action plans, etc., as required by HUD regulations.

D. DHCD shall provide the Local Jurisdiction with the following services and materials in connection with the Program:

1. An approved Program application to HUD, including an Administrative Plan, a Fair Housing Affirmative Action Plan and a Schedule of Utility Allowances.
2. Sufficient quantities of printed materials, including information brochures, materials for participants and landlords, forms for reporting to DHCD, and other items.
3. Program administrative and management materials, including record keeping and reporting forms.
4. Provide review and reconciliation of financial statements and submissions.
5. Provide monitoring of the Program.
6. Provide annual Housing Quality Control Inspections.

E. DHCD shall have the unilateral right to order in writing changes in the work within the scope of this Contact.

3. **System of Administration and Administrative Forms.**

The Local Jurisdiction shall perform its obligation hereunder in accordance with the system for administration developed by DHCD, and HUD. The Local Jurisdiction agrees to utilize administrative forms prescribed by DHCD unless specific permission to modify or not utilize a particular form is granted, in writing, by DHCD.

4. **Compensation and Method of Payment.**

For each unit under a Housing Assistance Payments (HAP) Contract for which DHCD is serving as the Public Housing Agency (PHA), the Local Jurisdiction will be compensated monthly in the amount of seventy-two and one half percent (72.5%) of the HUD published column B or equivalent administrative fee rate for the Local Jurisdiction less any HUD prorated funding reduction applied by DHCD. The Department may establish a rate that will consider proportionately all areas in which participants are located. For City of Cumberland, the fee rate will be calculated using the Washington County rate schedule. DHCD reserves the right to change the rate schedule associated with the local jurisdiction. This compensation shall be received for each unit under HAP Contract as of the first of the month and shall terminate upon termination of the HAP Contract for that unit.

If the Local Jurisdiction is billed for payments according to the HUD rules for portability for a unit under HAP Contract which is located in a jurisdiction in which DHCD does not serve as the PHA (DHCD positioned as initial PHA), but which unit is occupied by a tenant holding a voucher for which DHCD is the PHA, the Local Jurisdiction will be compensated the lower of ninety percent (90%) of the HUD published column B or equivalent administrative fee rate for

the Local Jurisdiction less any HUD prorated funding reduction applied by DHCD or 100% of the receiving PHA's column B rate less any HUD prorated funding reduction applied by DHCD.

If the Local Jurisdiction is billing payments according to the HUD billing requirements implemented through the publication of the final portability rule (DHCD positioned as the receiving PHA), the Local Jurisdiction will be compensated the lower of 70% of the initial PHA's column B administrative fee rate less any HUD prorated funding reduction applied by DHCD or seventy-two and one half percent (72.5%) of the HUD published column B or equivalent administrative fee rate for the Local Jurisdiction less any HUD prorated funding reduction applied by DHCD. DHCD may deduct from and set-off against any amounts due and payable to the Local Jurisdiction for excess portability fees collected.

The administrative fee is an amount established and published by HUD. Future adjustments in the administrative fee earning shall be effective on the first day of the month subsequent to the date of HUD's publication of revised administrative fees.

The Local Jurisdiction shall keep and maintain, in the form and manner prescribed by DHCD, and furnish to DHCD, upon request, all records of occupancy, leases and HAP Contracts. In the event of any change in HUD's rate of compensation under the Program to be administered by the Local Jurisdiction under this Agreement, DHCD may renegotiate the amount of compensation under this section or terminate this Agreement as provided for in the Termination of Agreement for Convenience provision of this Agreement.

5. **Federal Tax Identification Number.** The Local Jurisdiction's federal tax identification number is _____.

6. **Funding, Disbursement and Accounting.**

The Local Jurisdiction agrees to place all funds received pursuant to this Agreement in separate bank accounts or within special accounts in the appropriate municipal or city/county financial system. DHCD will remit to this account monthly an amount (1) representing an advance of sum of the anticipated housing assistance payments, and (2) administrative fees due and owing for the prior month as described in this Agreement. The Local Jurisdiction shall make monthly payments to the cooperating lessors and shall account for all disbursements by submitting such documents to DHCD as may be required.

7. **Incorporation of ACC.** Each and every obligation, responsibility and covenant assumed by DHCD in the ACC with HUD is expressly incorporated herein and made a part hereof and shall be performed by the Local Jurisdiction in accordance with the terms and provisions set forth therein and within the scope of this Agreement. The ACC is kept by DHCD and the Local Jurisdiction may review the ACC at such time and place as agreed upon between the parties hereto.

8. **Insurance.** The Local Jurisdiction shall provide and maintain at its' expense during the term of this Agreement, the following insurance coverage with companies satisfactory to DHCD:

A. Comprehensive automobile liability written on automobiles owned, not owned and/or leased in an amount for combined single limit public liability coverage of not less than \$300,000 or the minimum required by law, whichever is greater;

B. Comprehensive general liability, in an amount not less than \$100,000 or the minimum required by law, whichever is greater, which includes contractual, completed operations, and personal injury coverage with the fellow employee coverage deleted;

C. Workmen's Compensation insurance broad form, with employer's liability of \$100,000 or the minimum required by law, whichever is greater, for all persons engaged in work for the Contract;

D. In form acceptable to DHCD, the Local Jurisdiction shall supply for the term of this Agreement, a fidelity bond with a single incident coverage of not less than \$175,000 or other assurance for the faithful performance of duties for any and all employees or agents of the Local Jurisdiction who handle or disburse monies pursuant to this Agreement;

Evidence of the above insurance requirements will be required at initial Agreement execution. The policies will be received and approved for acceptability by DHCD. The Local Jurisdiction further asserts that coverage will be maintained as specified as long as this Agreement is in effect and will notify DHCD of any changes in coverage or carriers.

If the Local Jurisdiction fails for any reason to provide and maintain any of the insurance policies required herein, DHCD in its sole discretion may obtain any such insurance at the expense of the Local Jurisdiction and may deduct any costs, including premiums, related thereto from any payments due to the Local Jurisdiction under this Agreement.

9. **Responsibility for Claims and Liability; Indemnification.**

A. The Local Jurisdiction shall be responsible for all damages to life and property due to its activities or those of its agents or employees, in connection with the services required under this Agreement.

B. The Local Jurisdiction hereby indemnifies and holds harmless DHCD and the State, their respective officers, agents and employees from and against all claims, suits, damages, losses, liabilities, and expenses, of every name and description, including attorney's fees, arising out of or resulting in any manner from the Local Jurisdiction's performance, or any of its agents or employees, of this Agreement, except for claims, suits, judgments, expenses, actions, damages and costs arising from acts that are solely attributable to DHCD, its officers, agents or employees.

C. The Local Jurisdiction shall immediately notify DHCD of any claim or suit made or filed against the Local Jurisdiction or its subcontractors regarding any matter resulting from or relating to the Local Jurisdiction's obligations under this Agreement, and will cooperate, assist, and consult with DHCD in the defense or investigation of any claim, suit, or action made or filed against DHCD or the State as a result of or relating to the Local Jurisdiction's performance under this Agreement.

D. DHCD and the State shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Agreement.

10. **Final Agreement.** This Agreement, including all exhibits and other documents incorporated by reference, constitutes the entire agreement of the parties hereto and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this agreement are superseded by this Agreement.

11. **Amendment and Modification.**

All amendments to this Agreement must first be approved in writing by DHCD, subject to any additional approvals required by State law. No amendment or modification to this Agreement shall be binding unless in writing and signed by the parties hereto.

12. **Governing Law.** This Agreement shall be governed by the law of the State of Maryland.

13. **Commercial Nondiscrimination.**

A. As a condition of entering into this Agreement, the Local Jurisdiction represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, the Local Jurisdiction may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, , sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Local Jurisdiction retaliate against any person for reporting instances of such discrimination. The Local Jurisdiction shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Local Jurisdiction understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The Local Jurisdiction shall include this clause in all sub-contracts.

B. As a condition of entering into this Agreement, upon the request of the Maryland Commission on Civil Rights, and only after the filing of a complaint against the Local Jurisdiction under Title 19 of the State Finance and Procurement Article, as amended from time to time, the Local Jurisdiction agrees to provide to the State within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Local Jurisdiction has used in the past four (4) years on any of its contracts that were undertaken within the State, including the total dollar amount paid by the Local Jurisdiction on each subcontract or supply contract. The Local Jurisdiction further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, to provide any documents relevant to any investigation that are requested by the State. The Local Jurisdiction understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions covered by this Agreement.

14. **Living Wage.**

A. A State contract for services valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland.

B. This Agreement has been deemed to be a Tier 2 Contract.

C. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$15.13 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, Contractors and Subcontractors shall pay each covered employee at least \$11.36 per hour. Please note, due to increases in the Maryland minimum wage rate that exceed the Living Wage rate, offerors, contractors and subcontractors in Tier 2 should be aware of the current Maryland minimum wage rates and planned increases to that rate in the future.

D. The Local Jurisdiction shall comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland, including the submission of payroll reports to the Commissioner of Labor and Industry and the posting in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

E. The Local Jurisdiction shall make any subcontractor on this Agreement aware of the Living Wage law requirements.

15. **Compliance with ADA.** The Local Jurisdiction shall comply with the Americans with Disabilities Act ("ADA"), 42 USC §§ 12101 et seq. and applicable regulations. To the extent required by the ADA, the Local Jurisdiction's facilities, services, and programs shall be

accessible to persons with disabilities. The Local Jurisdiction shall bear sole responsibility for assuring that its activities under this Agreement conform to the ADA.

16. **Federal Lobbying Prohibition.** In accordance with 31 U.S.C. § 1352, DHCD and the Local Jurisdiction, and any subcontractors are prohibited from using any federal funds for the purpose of lobbying Congress or any federal agency in connection with the awarding of a particular Agreement, grant, cooperative agreement, or loan. Any recipient of federal funds that received over \$100,000 in federal monies must also file a “Disclosure of Lobby Activities” form (Federal Form SF LLL). The Local Jurisdiction hereby specifically agrees to abide by all applicable requirements of 31 U.S.C. § 1352.

17. **Political Contributions.**

A. The Local Jurisdiction shall not use any funds received under this Agreement to make contributions:

1. to any persons who hold, or are candidates for, elected office;
2. to any political party, organization, or action committee; or
3. in connection with any political campaign or referendum.

B. If, in any fiscal year ending during the term of this Agreement, the Local Jurisdiction derives more than fifty percent (50%) of its operating funds from State funding, it shall not contribute any money or thing of value:

1. to any persons who hold, or are candidates for, elected office;
2. to any political party, organization, or action committee; or
3. in connection with any political campaign or referendum.

C. This section is intended to ensure that administrative fees earned under this Agreement shall only be used as required by HUD for activities related to the provision of Section 8 tenant-based rental assistance, including related development activities. Examples of related development activities include, but are not limited to, unit modification for accessibility purposes and development of project-based voucher units. For purposes of this section, contributions do not include legitimate salaries paid by the Local Jurisdiction.

18. **Drug and Alcohol Free Workplace.** The Local Jurisdiction and DHCD shall comply with the State's policy concerning drug and alcohol free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and shall remain in compliance throughout the term of this Agreement.

19. **Subcontracting or Assignment.** The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Agreement nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of DHCD, who reserves the right to withhold such consent for any reason DHCD or the State deems appropriate. Such written consent shall not be required for the purchase by the Local Jurisdiction of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of

the work required under this Agreement. No provision of this section and no such approval by DHCD of any subcontract shall in any event give rise to any obligations by DHCD in addition to the total contract price, and DHCD shall not be responsible for fulfillment of the Local Jurisdiction's obligation to subcontractors.

20. **Dissemination of Information.** During the term of this Agreement the Local Jurisdiction shall:

A. Not release any information related to the services or performance of the services under this Agreement nor publish any final reports or documents without the prior written consent of DHCD. To ensure compliance with HUD requirements, if the Local Jurisdiction receives a request for information, data or records pursuant to the Maryland Public Information Act or any applicable federal equivalent related to the services or performance of the services under this Agreement, the Local Jurisdiction shall promptly give written notice of the request to DHCD and shall consult with DHCD in responding to the request.

B. Indemnify and hold harmless DHCD and the State, their respective officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Agreement by the Local Jurisdiction, its agents or employees.

21. **Retention of Records.** The Local Jurisdiction shall retain and maintain all records and documents relating to the services provided under this Agreement for a minimum period of three (3) years after final payment under this Agreement by DHCD and shall make such records and documents available at all reasonable times for inspection and audit by DHCD, the State, HUD, and their respective agents and employees.

22. **Financial Disclosure.** The Local Jurisdiction shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. **Compliance with Laws.** The Local Jurisdiction hereby represents and warrants:

A. That it is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

B. That it is not in arrears with respect to the payment of any monies due and owing the State, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

C. That it shall comply with all federal, State and local laws, ordinances and rules and regulations applicable to its activities and obligations under this Agreement.

D. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement.

24. **Termination of Multi-Year Agreement.** If funds are not appropriated or if funds are not otherwise made available for continued performance of this Agreement for any fiscal period, this Agreement shall be automatically cancelled at the beginning of the fiscal year for which funds were not appropriated or otherwise made available; however, this will not affect either DHCD's rights or the Local Jurisdiction's rights under any other termination clause in this Agreement. The effect of termination of this Agreement pursuant to this paragraph will be to discharge both the Local Jurisdiction and DHCD from future performance of this Agreement, but not from their obligations existing at the time of termination. The Local Jurisdiction shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the services delivered under this Agreement. However, the Local Jurisdiction may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Should funds be unavailable for any fiscal period of this contract succeeding the first fiscal period, DHCD shall promptly notify the Local Jurisdiction when DHCD has knowledge that the funds are not available for such succeeding fiscal period.

No payment shall be made hereunder by DHCD except out of funds received from HUD and this Agreement shall remain in full force and effect so long as DHCD continues to receive Program funds to discharge DHCD's obligations under this Agreement as they may become due.

25. **Termination of Agreement for Default.** If the Local Jurisdiction does not fulfill its obligations under this Contract or violates any provision of this Agreement, DHCD may terminate this Agreement by giving the Local Jurisdiction written notice of termination. Termination under this paragraph does not relieve the Local Jurisdiction from liability for any damages caused to DHCD. All finished or unfinished work products provided by the Local Jurisdiction shall, at DHCD's option, become DHCD's property. DHCD shall pay the Local Jurisdiction fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Local Jurisdiction's breach.

26. **Termination of Agreement for Convenience.** DHCD may terminate this Agreement, in whole or in part, without showing cause upon prior written notice to the Local Jurisdiction specifying the extent and the effective date of the termination. DHCD shall pay all reasonable costs associated with this Agreement that the Local Jurisdiction has incurred up to the date of termination and all reasonable costs associated with termination of this Agreement. DHCD will pay all reasonable costs associated with this Agreement. However, the Local Jurisdiction may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

27. **Delays and Extensions of Time.**

A. The Local Jurisdiction agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement.

B. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Local Jurisdiction, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Local Jurisdiction or the subcontractors or suppliers.

28. **Suspension of Work.**

DHCD unilaterally may order the Local Jurisdiction in writing to suspend, delay, or interrupt all or any part of the work for such period of time as DHCD may determine to be appropriate for the convenience of DHCD or the State.

29. **Remedies.** In addition to, or in combination with, any other rights or remedies which DHCD may have under this Agreement, DHCD may exercise the remedies hereinafter specified.

A. **Correction of Errors, Defects and Omissions.** The Local Jurisdiction agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this Agreement, without undue delays and without cost to DHCD. The acceptance of the work set forth herein by DHCD shall not relieve the Local Jurisdiction of the responsibility of subsequent correction of such errors.

B. **Set-Off.** DHCD may deduct from and set-off against any amounts due and payable to the Local Jurisdiction any back-charges, penalties, or damages sustained by the DHCD, its agents, employees or recipients of its services, by virtue of any breach of the Local Jurisdiction to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Local Jurisdiction of liability for additional cost resulting from a failure to satisfactorily perform the services.

30. **Waiver.**

No waiver of a right or remedy of a party shall constitute a waiver of another right or remedy of that party.

31. **Responsibility of the Local Jurisdiction.**

A. The Local Jurisdiction shall perform the services with that standard of care, skill, and diligence normally provided by a local housing authority in the performance of services similar to the services hereunder.

B. Notwithstanding any review, approval, acceptance or payment for the service by DHCD, the Local Jurisdiction shall be responsible for professional and technical accuracy of its work, design, drawings, specifications and other material furnished by the Local Jurisdiction under this Agreement.

C. If the Local Jurisdiction fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above, and such failure is made known to the Local Jurisdiction within two (2) years after expiration of this Agreement, it shall if required by DHCD, perform at its own expense and without additional cost to DHCD, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Local Jurisdiction's failure, as provided under Section 29 of this Agreement.

D. The Local Jurisdiction shall obtain the services of an independent, Certified Public Accountant to perform an organization-wide Single Audit of the Local Jurisdiction in accordance with the Single Audit Act of 1984 and amendments thereto, and OMB Circulars A-128 or A-133 as appropriate ("Audit"). The Audit shall cover the entire operations of the Local Jurisdiction and shall comply with Generally Accepted Government Auditing Standards for Financial and Compliance Audits as contained in the Standards for Audit of Government Organizations, Programs, Activities, and Functions (1988 Revision), issued by the U.S. General Accounting Office. The Audit is due to DHCD within nine (9) months after the end of the Local Jurisdiction's fiscal year.

32. **Ownership of Documents and Materials.** The Local Jurisdiction agrees that all documents and materials including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Local Jurisdiction under the terms of this Agreement shall be at any time during the performance of the services made available to DHCD upon request by DHCD and shall become and remain the exclusive property of DHCD upon termination or completion of the services. DHCD shall have the right to use the same without restriction or limitation and without compensation to the Local Jurisdiction other than that provided in this Agreement. DHCD shall be the owner for the purposes of copyright, patent or trademark registration.

If the Local Jurisdiction obtains or uses for purposes of this Agreement, or subcontracts for any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to DHCD of ownership for purposes of copyright, patent or trademark and of all rights to possess and to use such design, device, material or process, and a copy of a legally sufficient agreement with the patentee or owner.

The Local Jurisdiction shall indemnify and save harmless DHCD and the State from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless DHCD and the State, their respective officers, agents, and employees with respect to

any claim, action, costs or infringement, or for royalties or user fees arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Agreement.

33. **Severability.**

If a court of competent jurisdiction renders any provision or portion of a provision of this Agreement invalid or otherwise unenforceable, that provision or portion of a provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of a provision were not part of this Agreement.

34. **Headings and Section References; Construction.**

The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers.

35. **Administrative Officers; Notices.**

A. DHCD designates Catherine Waterman as Project Monitor. Contact information for the Project Monitor is as follows:

Address: 7800 Harkins Road
Lanham, Maryland 20706
Telephone: (301) 429-7776
Facsimile: (410) 558-6579

B. The Local Jurisdiction designates _____ as Administrative Officer. Contact information for the Administrative Officer is as follows:

Address: _____

Telephone: (____) _____ - _____
Facsimile: (____) _____ - _____

C. Service of any notice under this Agreement shall be complete upon mailing such notice, postage prepaid to the Project Monitor, if such notice is to DHCD, or to the Administrative Officer, if such notice is to the Local Jurisdiction.

36. **Review of Insurance Documentation.** The insurance documentation of the Local Jurisdiction required under this Agreement has been reviewed and approved for acceptability this ____ day of _____, 2023.

DHCD Project Monitor

37. **Legally Binding Agreement.** This Contract shall become legally binding on the parties hereto upon execution by DHCD, subject to any required approvals by DHCD, the State or HUD, provided it has first been executed by the Local Jurisdiction.

WITNESS the signatures of the parties hereto and the dates thereof:

Attest:

Mayor and City Council of Cumberland

Witness

By: _____(SEAL)

Name: _____

Title: Mayor, City of Cumberland

Date: _____

Approved as to form and legal sufficiency
this _____ day of _____, 2023.

City of Cumberland Attorney

Attest:

**Maryland Department of Housing and
Community Development**

Witness

By: _____(SEAL)

Gregory V. Hare
Assistant Secretary

Date: _____

Approved as to form and legal sufficiency
this _____ day of _____, 2023.

Assistant Attorney General

File Attachments for Item:

. Order 27,277 - authorizing payment to various community groups from the hotel/motel tax receipts in an amount not to exceed \$45,000

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

ORDER NO. 27,277

DATE: July 18, 2023

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

THAT the City Comptroller be and is hereby authorized to make payment to the following community groups in an amount not to exceed Forty-Five Thousand Dollars and No Cents (\$ 45,000.00);

Allegany Allied Arts	1,380.00
Allegany Arts Council	3,300.00
Allegany County Historical Society	4,400.00
Allegany County Museum	4,400.00
Canal Place (CPPDA)	3,000.00
Cumberland Cultural Foundation	2,100.00
Cumberland Jaycees	3,300.00
Cumberland Theatre	2,900.00
Embassy Theatre	2,960.00
Friends Aware - Baskets and Brews	900.00
Friends Aware – Summer Sizzle Fundraiser	1,400.00
Mountain Maryland Trails	3,500.00
Mountainside Baroque	1,900.00
Robotics and Engineering in Allegany County	2,400.00
Schoolhouse Quilters Guild, Inc.....	1,260.00
The Jonathan and Mary Lynn Magruder Heritage House	1,700.00
Tri-State Community Concert Association, Inc.	2,200.00
Wheelsup Adventures, Inc.....	2,200.00
TOTAL	<u>\$ 45,000.00</u>

BE IT FURTHER ORDERED, THAT said contributions are to be funded from the hotel/motel tax receipts.

Raymond M. Morris, Mayor

File Attachments for Item:

. Order 27,278 - accepting the proposal from CBIZ Insurance Services for risk management services for FY24 in the amount not to exceed \$35,750

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

ORDER NO. 27,278

DATE: July 18, 2023

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

THAT, the proposal from CBIZ Insurance Services, Inc., 44 Baltimore Street, Cumberland, MD, for risk management services for Fiscal Year 2024 be and is hereby accepted in the amount not-to-exceed Thirty Five Thousand, Seven Hundred Fifty Dollars (\$35,750.00).

Raymond M. Morriss, Mayor

CBIZ Insurance Services, Inc.
44 Baltimore Street * Cumberland, MD 21502

-----INVOICE-----

Mayor & City Council Of Cumberland
57 N Liberty Street; P.O. Box 1702
City Hall
Cumberland, MD 21502

Invoice Date 07/01/23
Invoice No. 582896
Bill-To Code MAYOCIT
Client Code MAYOCIT
Inv Order No. 100*696557

Named Insured: Mayor & City Council Of Cumberland, MD

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: CBIZ Insurance Services, Inc.

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/23	07/01/23 to 07/01/24	CBIZ Insurance Services, Inc. Policy No. JULY23TOJULY24 *Renewal - Risk Management Fee	35,750.00
		Invoice Number: 582896 Amount Due:	35,750.00

*Premiums Due and Payable on Effective Date



City of Cumberland
PMA Risk Management Fee

Vendor# 20223

(RMIT)

Invoice # 582896

Date: 7/1/2023

PO 2024-0016



	FY24		Risk	GL Account Number
	Salaries	%	Management \$ 35,750.00	
Department 009 - Mayors' Office	15,018	0.09%	33.27	001.009 11000
Department 010 - City Council	40,019	0.25%	88.65	001.010 11000
Department 011 - City Clerk	200,179	1.24%	443.42	001.011 11000
Department 012 - City Administrator	196,927	1.22%	436.22	001.012 11000
Department 015 - Comptroller	457,671	2.84%	1,013.79	001.015 11000
Department 017 - Personnel	127,620	0.79%	282.69	001.017 11000
Department 025 - City Solicitor	-	0.00%	0.00	001.025 11000
Department 033 - Management Info Systems	266,189	1.65%	589.64	001.033 11000
Department 034 - Cybersecurity	63,696	0.39%	141.09	001.034 11001
Department 036 - Economic Development	227,950	1.41%	504.93	001.036 11000
Department 040 - Police (includes 010B)	3,589,000	22.24%	7,950.04	001.040 11000
Department 0403 - Combined 3 Investigations	23,076	0.14%	51.12	001.0403 11000
Department 0403N - C3I Narcotics	12,537	0.08%	27.77	001.0403N 11000
Department 040DC - DDC Code Enforcement	39,221	0.24%	86.88	001.040DC 11000
Department 042 - More COPS	163,178	1.01%	361.46	001.042 11000
Department 043 - Fire Department	3,413,396	21.15%	7,561.03	001.043 11000
Department 050 - Public Works	78,964	0.49%	174.91	001.050 11000
Department 051 - Vehicle Maintenance	240,579	1.49%	532.91	001.051 11000
Department 052 - Engineering Services	167,332	1.04%	370.66	001.052 11000
Department 056 - Street Maintenance	897,371	5.56%	1,987.78	001.056 11000
Department 057 - Snow Removal	50,000	0.31%	110.76	001.057 11000
Department 068- Central Services	353,849	2.19%	783.82	001.068 11000
Department 075 - Director of Parks & Rec	68,434	0.42%	151.59	001.075 11000
Department 076 - Recreation Activities	88,250	0.55%	195.48	001.076 11000
Department 077 - Swimming Pool	95,177	0.59%	210.83	001.077 11000
Department 078 - Parks	97,090	0.60%	215.07	001.078 11000
Department 080 - Community Development	356,843	2.21%	790.45	001.080 11000
Department 080P - Special Projects - 010T	10,800	0.07%	23.92	001.080P 11000
Department 081 - Historic Preservation	87,632	0.54%	194.11	001.081 11000
Department 220 - Water Distribution	1,243,410	7.70%	2,754.29	002.220 11000
Department 230 - Water Filtration Plant	740,897	4.59%	1,641.17	002.230 11000
Department 310 - Wastewater Treatment Plant	855,283	5.30%	1,894.55	003.310 11000
Department 320 - Sanitary & Storm Sewers (Includes SS2)	572,185	3.55%	1,267.45	003.320 11000
Department 325 - Flood Control	268,526	1.66%	594.82	003.325 11000
Department 330 - Utility Administration	672,192	4.16%	1,488.98	003.330 11000
Department 399.SS2 - Mill Race Pipeline	10,598	0.07%	23.48	003.399.SS2 11000
Department 105 - DDC	128,306	0.79%	284.21	017 105 11000
Department 095 - MPA Operations	152,873	0.95%	338.63	020.095 11000
Department 099 - CDBG - VV23.016	66,873	0.41%	148.13	111.410.2023 11000
Totals	\$ 16,139,141	100%	\$ 35,750.00	

File Attachments for Item:

. Order 27,279 - accepting the proposal from PMA Companies to provide Workers Compensation Insurance for Fiscal Year 2024 for the estimated amount of \$1,058,487 and authorizing execution of a Prefund Deductible Reimbursement and Security Agreement to effect the coverage

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

ORDER NO. 27,279

DATE: July 18, 2023

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

THAT, the proposal of PMA Companies to provide Workers Compensation Insurance for the period July 1, 2023, through July 1, 2024, be and is hereby accepted in the estimated amount of One Million, Fifty Eight Thousand, Four Hundred Eighty-Seven Dollars (\$1,058,487.00) based on the following:

Premium	\$ 356,062
Cash Collateral Fund	\$ 680,000
Claims Service Fund	<u>\$ 22,425</u>
Total	\$ 1,058,487

BE IT FURTHER ORDERED, that the City Administrator be and is hereby authorized to execute a Prefund Deductible Reimbursement and Security Agreement by and between PMA Companies and the City to effect this coverage.

Mayor Raymond M. Morriss

Insurance Proposal

In Partnership With
CBIZ Insurance Services

Prepared For
**Mayor And City Council Of
Cumberland, Maryland**

Proposal Date
June 30, 2023
(Revised Payrolls)

Proposed Policy Effective Date
July 1, 2023 to July 1, 2024

www.pmacompanies.com

Member of Old Republic Companies



June 30, 2023

Mr. Greg Smith
CBIZ Insurance Services.
44 Baltimore Street,
Cumberland, Md 21502

Dear Greg:

Please find enclosed renewal proposal for the City of Cumberland. It is hard to believe that seventeen years have already passed since we first wrote the account. We are very pleased with the progress that has been made over this time and very much desire to continue our strong long-term relationship with the city.

As we have demonstrated over the last seventeen years, we understand that risk management for state and county governments, as well as municipalities, is unique requiring specialized expertise and flexible solutions. Risk managers face the challenges of protecting employees and safeguarding public money. PMA is a public entity risk management expert. Our skills in risk control and cost management provide value to government entities.

We solve risk management challenges that are unique to the industry, by offering industry expertise and comprehensive solutions.

We have the insureds, strength, expertise, and solutions to prove it, including:
PMA has specialized in risk solutions for public entities for over 50 years.
Many of PMA's municipal and state insureds have national award-winning risk management programs.

We have over 100 years of experience and success in executing risk management programs for large, sophisticated insureds. Our strength lies not only in what we offer, but also how we deliver results for your business. We offer a truly collaborative relationship with you and Mayor And City Council Of Cumberland, Maryland to understand the unique loss drivers, create and implement the most favorable risk solution, and achieve your client's desired financial results.

Highlights of the tangible value that PMA delivers:

- PMA is part of Old Republic International family of companies, one of the nation's 50 largest publicly held insurance organizations
- Our insureds rate us at a 96% client satisfaction rate, per our latest Client Satisfaction Survey
- Our large insured retention rates average 90% or higher
- A.M. Best "A+" Superior rating for PMA Insurance Group
- Structured Account Management by a dedicated team of risk management experts

with a detailed annual action plan and measurable goals. A dedicated Claim Service Manager oversees your program

- One of the industry's most user-friendly risk management information systems

If you have any questions about the proposal, please do not hesitate to contact me at 410-924-6730, or email me at gary_lowe@pmagroup.com.

Sincerely,

Gary E. Lowe

Gary E. Lowe, CPCU
Sr. Underwriting Specialist
Hunt Valley Branch Office

Services

We understand how vital service can be to realizing goals.

PMA - Setting the Bar in Service Excellence

Our entire company is focused on delivering tangible value for our insureds. Our service-driven culture permeates everything we do, and we care about our insureds' business results as if they were our own.

Our core values of passion, accountability, execution, professionalism, and teamwork drive our performance--so every day, every employee is working hard on behalf of those we serve.

96% of respondents reported PMA meets or exceeds their service expectations in our latest survey.

PMA was particularly recognized by our insureds for:

- Prompt and aggressive claims management
- Responsiveness and professionalism of customer service personnel
- Knowledge and expertise in all areas of workers' compensation insurance

Claims Management - We deliver excellent claims management services. The value that PMA delivers is enhanced by industry-leading programs to ensure quality, prevent fraud, and manage litigation.

Our specialized services for large accounts include:

- PMA Account Management, a structured program designed to optimize each insured's performance. A designated team of risk management professionals identifies the most significant loss drivers, organizational needs and special servicing requirements, creates a customized action plan, and is accountable for results.
- A designated Claims Service Manager serves as a single point of contact for insureds and serves as their liaison, overseeing and coordinating services.

PMA Claims Management-PMA Claims Management Services delivers second-to-none solutions and service. The value PMA Companies creates for clients extends beyond servicing claims. We deliver industry-leading programs, including quality assurance, fraud prevention and litigation management, all of which translates into tangible value for clients.

PMA Managed Care Services-PMA provides integrated, industry-leading Managed Care capabilities to ensure seamless delivery of services to our clients and minimize costs. Client benefit from PMA Managed Care offers a comprehensive program of services, including Complex Bill Review, Fee Schedule and UCR Reductions, Pharmacy Benefit Management, PPO Networks, Nurse Case Management, Peer Review and Utilization Review. PMA's Managed Care Program combines our risk management and medical expertise, technology systems, and third-party relationships. This approach enables us to more effectively assess and manage cases with the goal of maximizing outcomes while minimizing costs for clients.

Managed Care Savings - PMA provides integrated, industry-leading Managed Care capabilities to ensure seamless delivery of services to our insureds and manage costs. PMA Managed Care offers a comprehensive program of services, including Durable Medical Equipment Networks, fee schedule and UCR reductions, Out-of-Network Program, panel creation, pharmacy benefit management, PPO Networks, complex bill review, Physical Therapy Networks, nurse case management, peer review, product management, quality management and utilization review.

Risk Management Information Services (RMIS) - PMA Cinch® is one of the most capable and user-friendly risk management information systems available today. Our Risk Management Information System provides insureds with 24-hour access to claim and loss data. Insureds can also choose to have customized report views developed for their specific business needs. PMA Cinch® is designed to help insureds achieve cost savings via improved risk analysis capabilities, quicker corrective action, and automated cost allocation.

Risk Control Services - Our comprehensive and consultative approach provides better protection for businesses and employees, reduced costs, and better bottom-line results. Our program includes in-depth risk management assessment, an analysis of historical losses versus industry benchmarks, and development of an action plan to reduce loss potential through best practices. We provide scheduled stewardship reports to document and communicate our shared results with insureds. PMA offers a full range of resources and services, including occupational health, liability and property protection services.

WORKERS' COMPENSATION

Coverage and Limits

Workers' Compensation	Part I:	Statutory State Requirements
Employers' Liability	Part II:	Bodily Injury by Accident: \$1,000,000 Each Accident Bodily Injury by Disease: \$1,000,000 Each Employee Bodily Injury by Disease: \$1,000,000 Policy Limit
States Covered:		MD, PA,
Estimated Payroll:		\$15,147,190
Included Risk Control Hours:		As required for service plan

Experience Modifications:	NCCI: 1.59	PA: .839
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	Pre-Funded Deductible
Commission:	Net
Estimated Standard Premium:	\$ 823,423
Estimated Premium Discount:	-\$ 88,106
Estimated Deductible Credit	-\$ 384,660
Estimated Total Deductible Premium	\$ 350,657
Terrorism:	\$ 3,030
Catastrophe	\$ 1,514
Expense Constant:	\$ 180
Total Estimated Deposit Premium:	\$ 355,381
State Assessments and Surcharges:	\$ 681
Total Including Surcharges	\$ 356,062

SCHEDULE OF CASH PAYMENTS: PREFUNDED DEDUCTIBLE (Direct Bill 10 Equal)

	Premium	Cash Collateral Fund	Claims Services Fund	Total
1st Installment	\$ 35,538.10	\$ 68,000	\$22,425	\$ 125,963.10
PA Assessment	\$ 681	N/A	N/A	\$ 681
Total 1 st Installment	\$ 36,219.10	\$ 68,000	\$22,425	\$ 126,644.10
Nine Remaining Monthly Installments	\$ 35,538.10 Each Installment)	\$ 68,000 (Each Installment)	\$ 0	\$ 103,538.10 (Total Each Installment)
Total Annual Deposits	\$ 356,062	\$ 680,000	\$22,425	\$ 1,058,487

*Estimated state assessments/surcharges are payable in addition to premium and are subject to change and/or adjustment.

Forms and endorsements per expiring with any updated editions and mandatory state forms.

The following endorsements are not applicable to workers' compensation:

- Knowledge of Occurrence
- Broad Form All States
- Notice of Occurrence
- Unintentional E&O
- Broad Form Named Insured

WORKERS' COMPENSATION – PRE-FUNDED LARGE DEDUCTIBLE PROGRAM

In a Pre-funded Large Deductible Program the insured assumes a portion of its own risk in the form of a per occurrence deductible. Insureds are protected from catastrophic losses by a policy aggregate loss limitation. The insurance carrier issues a workers' compensation policy and provides full claims, legal, and loss prevention services, while also providing statutory (or policy limits) coverage in excess of the insured's deductible and aggregate under the Large Deductible Program.

Claim payments are made by the insurance carrier and are reimbursed by the insured--this is a statutory requirement in all states. Rather than provide a Letter of Credit, or another type of secured collateral, the insured provides cash to establish a Cash Collateral Fund for the expected claim payments. Reimbursements to PMA are paid by the Cash Collateral Fund. Investment income on the Cash Collateral Fund is given as an up-front reduction of deductible premium.

Program Factors

- The **deductible limit** is **\$350,000** per each occurrence and inclusive of Allocated Loss Adjustment Expense (ALAE). (See Section 6 for additional information.)
- **Estimated payroll** at inception of the policy is **\$15,147,190**.
- The **deductible premium, \$350,657** is calculated based on a rate to payroll of **2.315** per \$100 of payroll. The deductible premium set forth in the table above is the minimum and will be adjusted upward if audited payroll exceeds the estimated payroll.
- The **aggregate limit, \$2,200,000**, is calculated based on a rate to payroll of **14.524** per \$100 of payroll. The aggregate limit set forth in the table above is the minimum and will be adjusted upward if audited payroll exceeds the estimated payroll.

Medical Cost Containment Expense

There is a **20%** charge applied to any savings which we obtain resulting from medical bill repricing and bill audit activity. See Additional Information section of this proposal for full details

Deductible Reimbursement and Security Agreement and Calculations

A Deductible Reimbursement and Security Agreement will be executed by PMA and Mayor And City Council Of Cumberland, Maryland that will specify the terms and conditions of the Deductible Program. It will set forth the terms and conditions of the Cash Collateral Fund and other security requirements. The insured must sign and return the Deductible Reimbursement and Security Agreement no later than **forty-five (45)** days following policy inception.

Security

Cash Collateral Fund: PMA shall establish an initial Cash Collateral Fund of **\$680,000** payable in ten monthly installments. Paid Losses, ALAE, and Loss Based Assessments (LBA) up to your deductible limit and aggregate will be deducted from this fund monthly to satisfy your obligations. After **twenty four (24)** months, and annually thereafter, the Cash Collateral Fund will be adjusted by PMA based on the following formula:

Cash Collateral Fund

(Incurred Losses + Allocated Loss Adjustment Expense + Loss Based Assessments) x the Loss Development Factor

Loss Development Factors (LDF)

The following schedule of LDFs will be applied to the calculation of the required Cash Collateral Fund. Incurred and paid losses will be limited to the insured's deductible and aggregate limits in the calculation of the Cash Collateral Fund.

Adjustment #	Months After Policy Inception	Loss Development Factor
1	24	1.40
2	36	1.25
3	48	1.15
4	60	1.10

Not less than **twelve (12)** months after the final adjustment, and annually thereafter, a collateral review will be completed by PMA to determine the required Cash Collateral Fund amount and the fund will be adjusted accordingly.

CLAIMS SERVICE FUND

We estimate your Claims Service Fund to be **\$22,425**. The Claims Service Fund will be adjusted once at **twenty four**) months after inception of the policy based on the actual number and type of claims reported to PMA. The fees to be used are shown:

Type of Claim	Estimated Number	Fee	Total
Record Only	21	\$ 40	\$ 840
Medical Only	29	\$ 165	\$ 4,785
Lost-time	14	\$ 1,200	\$ 16,800
Total			\$ 22,425

Surcharges and Assessments

Certain states impose surcharges and assessments payable in addition to premium. These surcharges and assessments are based on a number of factors, including written premium, total compensation payments, and/or paid losses. Your quote includes estimated surcharges and assessments for those states where you currently have operations. The estimated amount of surcharges and assessments will be adjusted by PMA based on the results of your audit.

If, during a policy year, you begin operations in a state that has surcharges or assessments, upon completion of the audit, we will bill you for same.

If, during a policy year, a state in which you have operations enacts a new or modified surcharge or assessment, upon completion of the audit, we will bill you for same.

If a state in which you have operations retro-actively enacts a surcharge or assessment effective for the policy period in which we provided insurance, upon completion of the audit, we will bill you for same.

A list of the current expected state surcharges and assessments, which are subject to change retroactively, will be provided to you for review upon request.

Assessments are billed through our monthly billing system (AMPS) for Large Deductible and included in the Tax Multiplier for Retro/Retention.

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Implementation Plan

With a 96% client satisfaction rate and large account retention rates averaging 90% or higher, it is about the people, and PMA is known for the positive and long-term relationships we develop. Our team is accessible, responsive, and dedicated to realizing our insureds' core objectives. We have a performance-oriented culture that highly values our mutual success.

The PMA service team consists of results-oriented professionals that are committed to developing a partnership with Cbiz Insurance Ser. and Mayor And City Council Of Cumberland, Maryland. PMA's service team is ready to execute a collaborative implementation plan to ensure a smooth and efficient transition.

Account Management Team		Telephone	Email
Producer:	Greg Smith	301-784-2431	GregSmith@CBIZ.com
Underwriter:	Gary E. Lowe	410-527-3223	gary_lowe@pmagroup.com
Claims Service Manager:	Jamie Windell	410-527-3265	Jamie_Windell@pmagroup.com
Risk Control Specialist:	John Murray	717-226-0385	johnpmurray@comcast.net
Information Specialist:	Kat Snowe	717-730-8095 814-414-4156	Kat_Snowe@pmagroup.com
To Report a Claim:	Fax: 1-888-329-2721 On-line: www.pmagroup.com		
General Inquiries:	1-888-4PMANOW (1-888-476-2669)		

Program bound with PMA

Action (as applicable)	Date
Provide policy numbers and confirmation of coverages Schedule date of orientation meeting Issue automobile identification cards Issue workers' compensation posting notices Establish first notice of loss reporting preference Issue welcome/claims kit Compile account contact information	Within 5 days of effective date
Issue policies	Within 10 days of effective date
Issue physician panels for all locations	Within 15 days of effective date
Service orientation meeting – Claims and Risk Control Develop/review special handling guidelines Confirm account contact information and workflow processes—Claims Acknowledgement letters Establish threshold for automatic reserve change Determine loss run/reporting format Review panels and PMA's medical providers Review pharmacy benefit management program Assign location coding for Claims reporting Begin PMA Cinch® installation process Confirm Risk Control/safety contacts and information Agree on Claims and Risk Control annual service action plan	Within 30 days of receiving binding order or effective date
Complete PMA Cinch® training	Within 30 days of effective date

Additional Information

As used in this proposal, “ALLOCATED LOSS ADJUSTMENT EXPENSE” (or “ALAE”) means, but shall not be limited to, the following costs which can be directly allocated to a particular claim:

1. Fees and other related expenses of attorneys or other authorized representatives where permitted for legal services, whether by outside vendors or our employees.
2. Court, alternative dispute resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
 - Medical examination of a claimant to determine the extent of liability, degree of permanency or length of disability;
 - Expert medical or other testimony;
 - Autopsy;
 - Witnesses and summonses;
 - Copies of documents such as birth and death certificates, and medical treatment records;
 - Stenographic;
 - Laboratory and x-ray;
 - Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a claim;
 - Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a claim;
 - Appeal bond costs and appeal filing fees.
3. Medical cost containment expenses incurred with respect to a particular claim, whether through utilization of an outside vendor or performed internally by our employees for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:
 - Bill auditing expenses for any medical or vocational services rendered, including hospital bills, (in-patient or out-patient) nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills;
 - Hospital and other treatment utilization reviews, including pre-certification/pre-admission, and concurrent or retrospective reviews;
 - Access fees and other expenses incurred with respect to managed care

organizations, such as, but not limited to, preferred provider network/organizations, medical provider networks, and health care organizations;

- Medical fee review panel expenses.

4. Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular claim and are required to be performed by statute or regulation.

The following shall not be included as Allocated Loss Adjustment Expense:

- Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expenses;
- Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters) for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility, for the injury, disease, or damage, including evaluation and settlement of covered claims;
- Expenses which are defined as either an indemnity or medical loss.

MEDICAL COST CONTAINMENT EXPENSE COMPONENT OF ALLOCATED LOSS ADJUSTMENT EXPENSE

Your pricing structure consists of the following components:

1. There is a **20%** charge applied to any savings which we obtain resulting from the following medical bill repricing and bill audit activity:
 - Application of preferred provider network/organization discounts to physician bills and hospital bills;
 - Application of physical therapy specialty network, durable medical equipment specialty network and other specialty network discounts;
 - Repricing as a result of negotiation of out-of-network physician bills, pharmacy bills and hospital bills;
 - Repricing of medical bills, pharmacy bills and hospital bills by reviewing the bills and applying state rules/edits and/or proprietary rules/edits;
 - Repricing of medical bills, pharmacy bills and hospital bills by our medical review and complex bill review team;
 - Repricing of pharmacy bills as part of our pharmacy benefit management program;
 - Repricing to any applicable state mandated fee schedule;
 - Elimination of unrelated, unauthorized and/or unapproved treatment.

The term savings means the difference between the amount billed by the physician, hospital, pharmacy and other medical providers and the amount we ultimately paid. We adhere to state mandated fee schedules and/or usual and customary pricing for

certain procedures, may contract with preferred provider networks/organizations which have contractual arrangements with certain providers to perform certain procedures at pre-determined rates (which may be below fee schedule), and may utilize other fee negotiation resources that we determine are necessary and appropriate to determine the amount that should be paid on any given medical bill.

2. The percentage of savings is charged to the claim file as an Allocated Loss Adjustment Expense unless we are required by applicable state law to charge it to the claim file as a different component of the applicable rating plan.
3. Certain items are charged separately to the claim file as an Allocated Loss Adjustment Expense, including:
 - Utilization review services on a per activity basis;
 - Independent medical examinations;
 - Second opinions by a physician;
 - Chiropractic review;
 - Physician advisor/physician consultant programs; and
 - Nurse case management charges.

Policyholder Notice: Notice of Terrorism Insurance Coverage

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84 % beginning on January 1, 2016; 83 % beginning on January 1, 2017; 82 % beginning on January 1, 2018; 81 % beginning on January 1, 2019 and 80 % beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism that is: shown in the premium summary does not include any charges for the portion of losses covered by the United States government under the Act.

Other Disclosures

This insurance proposal by PMA is intended for explanatory and reference purposes only in order to identify potential coverages, forms, limits of insurance and premium offered solely to you by PMA. Any potential insurance coverages or limits of insurance requested in an application or coverage specifications that have not been identified in this insurance proposal are not offered to you by PMA. No liability will be imposed upon PMA for its declination to offer such insurance coverages or limits of insurance to you. Neither PMA, nor any of its insurers, agents, employees or successors, shall be liable to you or other third parties for any direct, indirect, incidental, special or consequential damages that arise out of the use of this insurance proposal.

This is an insurance proposal only and cannot bind PMA as to any coverage offered. This proposal does not represent the terms of any contract of insurance that may ultimately be issued. You should not terminate any in-force insurance coverages, or decline insurance coverages elsewhere, until you have received written confirmation from PMA that insurance coverage has been formally issued by PMA. PMA makes no representations or warranties that the insurance coverage applied for will be issued. Final approval for insurance products is made solely by PMA.

Every effort has been made by PMA to provide correct, current, and accurate information regarding this proposal. However, the information contained in this proposal is subject to change without notice by PMA. The calculation of premiums, and other program features, included in this document have been established based upon the information provided by you and your representatives. Additional locations, changes in exposure, or other variations may make it necessary to re-evaluate the proposal, premium calculations and plan factors.

It is PMA's intention to honor any agreement that may be reached with you. PMA is required to follow all regulatory and filing requirements in effect in the states where you have exposure. PMA shall adhere to all state laws and regulatory requirements and shall not issue any form that contravenes a governing law, rule or regulation.

Nothing in this proposal is intended to be, nor should it be relied upon as, tax or legal advice. You are advised to consult with your tax advisor and/or attorney regarding the consequences to you of the insurance programs outlined in this proposal.

IRS Circular 230 Disclosure. To ensure compliance with any requirements imposed by the IRS, we inform you that federal tax advice (if any) contained in this proposal is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

As a PMA insured, PMA may use your name and logo in PMA's marketing materials and may identify you as an entity to which PMA provides insurance services or products.

This proposal is intended for you only and should not be disseminated, copied, or sent to a third party without the prior express written approval of PMA.

COMMERCIAL INTELLISYS
The PMA Insurance Group
Centerpoint
Suite 4000
200 International Circle
Hunt Valley, MD 21030
Rating Worksheets

Named Insured:	MAYOR & CITY OF CUMBERLAND	Date:	06/30/23
Special Notes:	REN PY QUOTED		
Quote Number:	QUOTE NUM : 788097-05	Agy/Prod Number:	1744
Policy Number:	2023755376801	Agy/Prod Name:	CBIZ INSURANCE SERVICES,
Customer ID:	5376801	Operator:	FHVASL
System Assign:	14875410000000		
Business Type:	GOVERNMENT ENTITY		
Insurance Co.:	PMA		
Line Of Business:	WORKERS COMP (VOLUNTARY)		
Effective Date:	07/01/23	Expiration Date:	07/01/24
Anniversary Date:		Audit Frequency:	ANNUAL
Policy Term:	1 YEAR		
Predominant State:	MD		
Transaction Type:	RENEWAL QUOTE		

POLICY PREMIUM TOTALS

<u>Coverages</u>	<u>Term Premium</u>
Class Premium	526,284.00
Employer's Liab Premium	6,304.00
Experience Mod Premium	290,835.00
Standard Premium	823,423.00
Large Deductible Premium	-384,660.00
Premium Discount	-88,106.00
Expense Constant	180.00
Terrorism	3,030.00
Catastrophe	1,514.00
Estimated Premium	355,381.00
Taxes and Assessments	681.00
Estimated Total	356,062.00

TERM STATE TOTALS

<u>State</u>	<u>Exposure</u>	<u>Estimated Premium</u>	<u>Taxes and Assessments</u>	<u>State Total</u>
MD	13,963,632	344,038.00	.00	344,038.00
PA	1,183,558	11,343.00	681.00	12,024.00
Estimated Totals	15,147,190	355,381.00	681.00	356,062.00

Premium Recap by Rating Group

Page 1

Named Insured: MAYOR & CITY OF CUMBERLAND
 Customer ID: 5376801
 Policy Number: 2023755376801
 Quote Number: QUOTE NUM : 788097-05
 Transaction Type: RENEWAL QUOTE Effective: 07/01/23

PREMIUM RECAP BY RATING GROUP

State: MD Rating Group: 0002-01

<u>Class Code</u>	<u>Term</u> <u>Exposure</u>	<u>Rate</u>	<u>Premium</u>
5190	303,112	2.97	9,002.00
5192	117,655	2.73	3,212.00
5506	1,117,862	5.81	64,948.00
7520	1,638,580	3.71	60,791.00
7580	203,092	2.30	4,671.00
7710	3,092,911	6.41	198,256.00
7720	3,494,388	3.06	106,928.00
7720V	IF ANY	3.06	.00
8380	234,306	2.06	4,827.00
8392	IF ANY	1.71	.00
8810	2,387,025	.09	2,148.00
9015	IF ANY	2.15	.00
9102	232,717	2.45	5,702.00
9402	214,811	4.57	9,817.00
9410	927,173	2.77	25,683.00

TOTAL CLASS PREMIUM		495,985.00
INCREASE LIMITS (.011)	(SP: 495,985.00)	5,456.00
TOTAL SUBJECT PREMIUM		501,441.00
EXPERIENCE PREMIUM (.59)	(SP: 501,441.00)	295,850.00
TOTAL MODIFIED PREMIUM		797,291.00
STANDARD TOTAL		797,291.00
PREMIUM DISCOUNT (-.107)	(SP: 797,291.00)	-85,310.00
LARGE DEDUCTIBLE CREDIT (-.5231)	(SP: 711,981.00)	-372,437.00
EXPENSE CONSTANT		180.00
TERRORISM (.0209)	(SP: 13,963,632.00)	2,918.00
	TERRORISM PREMIUM IS PER \$100 OF PAYROLL	
CATASTROPHE (O/T ACTS OF TERR) (.01)	(SP: 13,963,632.00)	1,396.00
	CATASTROPHE PREMIUM IS PER \$100 OF PAYROLL	
TOTAL ESTIMATED PREMIUM		344,038.00
FINAL TOTAL		344,038.00

State: PA Rating Group: 0001-01

	Term		
<u>Class Code</u>	<u>Exposure</u>	<u>Rate</u>	<u>Premium</u>
753	1,183,558	2.56	30,299.00
TOTAL CLASS PREMIUM			30,299.00
INCREASE LIMITS (.028)	(SP:	30,299.00)	848.00
TOTAL SUBJECT PREMIUM			31,147.00
EXPERIENCE PREMIUM (-.161)	(SP:	31,147.00)	-5,015.00
TOTAL MODIFIED PREMIUM			26,132.00
STANDARD TOTAL			26,132.00
PREMIUM DISCOUNT (-.107)	(SP:	26,132.00)	-2,796.00
LARGE DEDUCTIBLE CREDIT (-.5238)	(SP:	23,336.00)	-12,223.00
TERRORISM (.0095)	(SP:	1,183,558.00)	112.00
TERRORISM PREMIUM IS PER \$100 OF PAYROLL			
CATASTROPHE (O/T ACTS OF TERR) (.01)	(SP:	1,183,558.00)	118.00
CATASTROPHE PREMIUM IS PER \$100 OF PAYROLL			
TOTAL ESTIMATED PREMIUM			11,343.00
EMPLOYER ASSESSMENT (NON-COAL) (.0289)	(SP:	23,566.00)	681.00
FINAL TOTAL			12,024.00

Policy Information**Page 1**

Named Insured: MAYOR & CITY OF CUMBERLAND
Customer ID: 5376801
Policy Number: 2023755376801
Quote Number: QUOTE NUM : 788097-05
Transaction Type: RENEWAL QUOTE **Effective:** 07/01/23

WORKERS COMP POLICY INFORMATION RECAP

Predominant State:	MD
Employers Liability:	Each Accident: 1,000,000 Policy Limit: 1,000,000 Each Employee: 1,000,000
Admiralty Limit:	Per Accident: N/A Program Type: N/A
FELA Limit:	Per Accident: N/A Program Type: N/A
Retro Plan:	NO
Interstate Exper Mod ID:	190580067
Effective Date:	07/01/22
Exper Mod:	1.59 (ACTUAL)

Minimum Premium

Policy:	750
Empl Liab:	150
Admiralty:	
FELA:	

Combined Policy Premium:
 NJ Premium:

Executive Officers:	NO
Employee Leasing:	NO
Deposit Factor:	.0833
Installment Plan:	12

WORKERS COMP STATE INFORMATION RECAP

	MD	PA
State:	MD	PA
Rate Mode:	GAD	GAD
Retro Plan:	NO	NO
Intra Exper Mod ID:		11612
Effective Date:		07/01/22
Exper Mod:		.839 (PRIOR)
Rate Revision Date:	07/01/23	04/01/23
Dev Revision Date:	01/01/23	04/01/23
Premium Discount		
First:	NIL (10000)	NIL (10000)
Next:	.091 (190000)	.091 (190000)
Next:	.113 (1550000)	.113 (1550000)
Balance:	.123 (BALANCE)	.123 (BALANCE)
Commission (Norm):	0	0
Prem Subj to Comm:	344,038	11,343

Class Code Information

Page 1

Named Insured: MAYOR & CITY OF CUMBERLAND
 Customer ID: 5376801
 Policy Number: 2023755376801
 Quote Number: QUOTE NUM : 788097-05
 Transaction Type: RENEWAL QUOTE Effective: 07/01/23

CLASS CODE INFORMATION

State: 19 (MD) Rating Group: 0002-01
 Class Code: 5190 ELECTRICAL WIRING-WITHIN BUILDINGS & DRIVERS.
 Hazard Group: 6(F) Analogy Desc: NONE
 Premium Type: 01 RATABLE
 PTSD Applies: NO
 USL&H Applies: NO
 DC Ben Applies: NO
 TWM&C Applies: NO Disease Load:
 Base Rate Ovr: Min Prem Ovr: Exclude Med:
 Exposure: 303,112 (A) Rate Class: Loss Cnst Ovr: 0

CLASS CODE DEVIATION FACTORS

Co. Rate Dev	Co. Min Dev	Class Prem	Term Fact	Class Min	Audit Fact
1.000	1.000	9,002	1.000	551	N/A

CLASS CODE RATING FORMULAS

CLASS PREMIUM	BASE RATE =	FINAL RATE * EXPOSURE / RATING BASIS =	FINAL PREMIUM
	2.97	2.97 303112.00 100	9002.00
	ADDL FACTORS: PURE BASE RATE: 1.60 BASE LCM 1.85700		

State: 19 (MD) Rating Group: 0002-01
 Class Code: 5192 PARKING METER INSTALLATION, SERVICE, OR REPAIR & S
 Hazard Group: 4(D) Analogy Desc: NONE
 Premium Type: 01 RATABLE
 PTSD Applies: NO
 USL&H Applies: NO
 DC Ben Applies: NO
 TWM&C Applies: NO Disease Load:
 Base Rate Ovr: Min Prem Ovr: Exclude Med:
 Exposure: 117,655 (A) Rate Class: Loss Cnst Ovr: 0

CLASS CODE DEVIATION FACTORS

Co. Rate Dev	Co. Min Dev	Class Prem	Term Fact	Class Min	Audit Fact
1.000	1.000	3,212	1.000	521	N/A

CLASS CODE RATING FORMULAS

CLASS PREMIUM	BASE RATE =	FINAL RATE * EXPOSURE / RATING BASIS =	FINAL PREMIUM
	2.73	2.73 117655.00 100	3212.00
	ADDL FACTORS: PURE BASE RATE: 1.47 BASE LCM 1.85700		

Class Code Information

Page 2

Named Insured: MAYOR & CITY OF CUMBERLAND
 Customer ID: 5376801
 Policy Number: 2023755376801
 Quote Number: QUOTE NUM : 788097-05
 Transaction Type: RENEWAL QUOTE Effective: 07/01/23

State: 19 (MD) Rating Group: 0002-01
 Class Code: 5506 STREET OR ROAD CONSTRUCTION - PAVING OR REPAVING &
 Hazard Group: 6 (F) Analogy Desc: NONE
 Premium Type: 01 RATABLE

PTSD Applies: NO
 USL&H Applies: NO
 DC Ben Applies: NO
 TWM&C Applies: NO
 Base Rate Ovr: Disease Load: Exclude Med:
 Exposure: 1,117,862 Min Prem Ovr: Loss Cnst Ovr: 0
 (A) Rate Class:

CLASS CODE DEVIATION FACTORS

Co. Rate Dev	Co. Min Dev	Class Prem	Term Fact	Class Min	Audit Fact
1.000	1.000	64,948	1.000	750	N/A

CLASS CODE RATING FORMULAS

CLASS PREMIUM	BASE RATE =	FINAL RATE * EXPOSURE /	RATING BASIS =	FINAL PREMIUM
	5.81	5.81 1117862.00	100	64948.00
	ADDL FACTORS: PURE BASE RATE: 3.13 BASE LCM 1.85700			

State: 19 (MD) Rating Group: 0002-01
 Class Code: 7520 WATERWORKS OPERATION & DRIVERS.
 Hazard Group: 4 (D) Analogy Desc: NONE
 Premium Type: 01 RATABLE

PTSD Applies: NO
 USL&H Applies: NO
 DC Ben Applies: NO
 TWM&C Applies: NO
 Base Rate Ovr: Disease Load: Exclude Med:
 Exposure: 1,638,580 Min Prem Ovr: Loss Cnst Ovr: 0
 (A) Rate Class:

CLASS CODE DEVIATION FACTORS

Co. Rate Dev	Co. Min Dev	Class Prem	Term Fact	Class Min	Audit Fact
1.000	1.000	60,791	1.000	644	N/A

CLASS CODE RATING FORMULAS

CLASS PREMIUM	BASE RATE =	FINAL RATE * EXPOSURE /	RATING BASIS =	FINAL PREMIUM
	3.71	3.71 1638580.00	100	60791.00
	ADDL FACTORS: PURE BASE RATE: 2.00 BASE LCM 1.85700			

Class Code Information

Page 3

Named Insured: MAYOR & CITY OF CUMBERLAND
 Customer ID: 5376801
 Policy Number: 2023755376801
 Quote Number: QUOTE NUM : 788097-05
 Transaction Type: RENEWAL QUOTE Effective: 07/01/23

State: 19 (MD) Rating Group: 0002-01
 Class Code: 7580 SEWAGE DISPOSAL PLANT OPERATION & DRIVERS
 Hazard Group: 5 (E) Analogy Desc: NONE
 Premium Type: 01 RATABLE
 PTSD Applies: NO
 USL&H Applies: NO
 DC Ben Applies: NO
 TWM&C Applies: NO
 Base Rate Ovr: Disease Load: Exclude Med:
 Exposure: 203,092 Min Prem Ovr: Loss Cnst Ovr: 0
 (A) Rate Class:

CLASS CODE DEVIATION FACTORS

Co. Rate Dev	Co. Min Dev	Class Prem	Term Fact	Class Min	Audit Fact
1.000	1.000	4,671	1.000	468	N/A

CLASS CODE RATING FORMULAS

CLASS PREMIUM	BASE RATE =	FINAL RATE * EXPOSURE /	RATING BASIS =	FINAL PREMIUM
	2.30	2.30 203092.00	100	4671.00
	ADDL FACTORS: PURE BASE RATE: 1.24 BASE LCM 1.85700			

State: 19 (MD) Rating Group: 0002-01
 Class Code: 7710 FIREFIGHTERS & DRIVERS
 Hazard Group: 6 (F) Analogy Desc: NONE
 Premium Type: 01 RATABLE
 PTSD Applies: NO
 USL&H Applies: NO
 DC Ben Applies: NO
 TWM&C Applies: NO
 Base Rate Ovr: Disease Load: Exclude Med:
 Exposure: 3,092,911 Min Prem Ovr: Loss Cnst Ovr: 0
 (A) Rate Class:

CLASS CODE DEVIATION FACTORS

Co. Rate Dev	Co. Min Dev	Class Prem	Term Fact	Class Min	Audit Fact
1.000	1.000	198,256	1.000	750	N/A

CLASS CODE RATING FORMULAS

CLASS PREMIUM	BASE RATE =	FINAL RATE * EXPOSURE /	RATING BASIS =	FINAL PREMIUM
	6.41	6.41 3092911.00	100	198256.00
	ADDL FACTORS: PURE BASE RATE: 3.45 BASE LCM 1.85700			

Class Code Information

Page 4

Named Insured: MAYOR & CITY OF CUMBERLAND
 Customer ID: 5376801
 Policy Number: 2023755376801
 Quote Number: QUOTE NUM : 788097-05
 Transaction Type: RENEWAL QUOTE Effective: 07/01/23

State: 19 (MD) Rating Group: 0002-01
 Class Code: 7720 POLICE OFFICERS & DRIVERS
 Hazard Group: 5 (E) Analogy Desc: NONE
 Premium Type: 01 RATABLE

PTSD Applies: NO
 USL&H Applies: NO
 DC Ben Applies: NO
 TWM&C Applies: NO
 Base Rate Ovr: Disease Load: Exclude Med:
 Exposure: 3,494,388 Min Prem Ovr: Loss Cnst Ovr: 0
 (A) Rate Class:

CLASS CODE DEVIATION FACTORS

Co. Rate Dev	Co. Min Dev	Class Prem	Term Fact	Class Min	Audit Fact
1.000	1.000	106,928	1.000	563	N/A

CLASS CODE RATING FORMULAS

CLASS PREMIUM	BASE RATE =	FINAL RATE	* EXPOSURE /	RATING BASIS =	FINAL PREMIUM
	3.06	3.06	3494388.00	100	106928.00
	ADDL FACTORS: PURE BASE RATE: 1.65 BASE LCM 1.85700				

State: 19 (MD) Rating Group: 0002-01
 Class Code: 7720V POLICE OFFICERS & DRIVERS
 Hazard Group: 5 (E) Analogy Desc: NONE
 Premium Type: 01 RATABLE

PTSD Applies: NO
 USL&H Applies: NO
 DC Ben Applies: NO
 TWM&C Applies: NO
 Base Rate Ovr: Disease Load: Exclude Med:
 Exposure: IF ANY Min Prem Ovr: Loss Cnst Ovr: 0
 (A) Rate Class:

CLASS CODE DEVIATION FACTORS

Co. Rate Dev	Co. Min Dev	Class Prem	Term Fact	Class Min	Audit Fact
1.000	1.000		1.000	563	N/A

CLASS CODE RATING FORMULAS - IF ANY EXPOSURE

CLASS PREMIUM	BASE RATE =	FINAL RATE	* EXPOSURE /	RATING BASIS =	FINAL PREMIUM
	3.06	3.06	.00	100	0.00
	ADDL FACTORS: PURE BASE RATE: 1.65 BASE LCM 1.85700				

Class Code Information

Page 5

Named Insured: MAYOR & CITY OF CUMBERLAND
 Customer ID: 5376801
 Policy Number: 2023755376801
 Quote Number: QUOTE NUM : 788097-05
 Transaction Type: RENEWAL QUOTE Effective: 07/01/23

State: 19 (MD) Rating Group: 0002-01
 Class Code: 8380 AUTOMOBILE - SERVICE OR REPAIR CENTER & DRIVERS
 Hazard Group: 4 (D) Analogy Desc: NONE
 Premium Type: 01 RATABLE
 PTSD Applies: NO
 USL&H Applies: NO
 DC Ben Applies: NO
 TWM&C Applies: NO
 Base Rate Ovr: Disease Load: Exclude Med:
 Exposure: 234,306 Min Prem Ovr: Loss Cnst Ovr: 0
 (A) Rate Class:

CLASS CODE DEVIATION FACTORS

Co. Rate Dev	Co. Min Dev	Class Prem	Term Fact	Class Min	Audit Fact
1.000	1.000	4,827	1.000	438	N/A

CLASS CODE RATING FORMULAS

CLASS PREMIUM	BASE RATE = FINAL RATE * EXPOSURE / RATING BASIS =	FINAL PREMIUM
	2.06 2.06 234306.00 100	4827.00
	ADDL FACTORS: PURE BASE RATE: 1.11 BASE LCM 1.85700	

State: 19 (MD) Rating Group: 0002-01
 Class Code: 8392 AUTOMOBILE STORAGE GARAGE, PARKING LOT OR PARKING
 Hazard Group: 2 (B) Analogy Desc: NONE
 Premium Type: 01 RATABLE
 PTSD Applies: NO
 USL&H Applies: NO
 DC Ben Applies: NO
 TWM&C Applies: NO
 Base Rate Ovr: Disease Load: Exclude Med:
 Exposure: IF ANY Min Prem Ovr: Loss Cnst Ovr: 0
 (A) Rate Class:

CLASS CODE DEVIATION FACTORS

Co. Rate Dev	Co. Min Dev	Class Prem	Term Fact	Class Min	Audit Fact
1.000	1.000		1.000	394	N/A

CLASS CODE RATING FORMULAS - IF ANY EXPOSURE

CLASS PREMIUM	BASE RATE = FINAL RATE * EXPOSURE / RATING BASIS =	FINAL PREMIUM
	1.71 1.71 .00 100	0.00
	ADDL FACTORS: PURE BASE RATE: .92 BASE LCM 1.85700	

Class Code Information

Page 6

Named Insured: MAYOR & CITY OF CUMBERLAND
 Customer ID: 5376801
 Policy Number: 2023755376801
 Quote Number: QUOTE NUM : 788097-05
 Transaction Type: RENEWAL QUOTE Effective: 07/01/23

State: 19 (MD) Rating Group: 0002-01
 Class Code: 8810 CLERICAL OFFICE EMPLOYEES NOC.
 Hazard Group: 3(C) Analogy Desc: NONE
 Premium Type: 01 RATABLE

PTSD Applies: NO
 USL&H Applies: NO
 DC Ben Applies: NO
 TWM&C Applies: NO
 Base Rate Ovr: Disease Load: Exclude Med:
 Exposure: 2,387,025 Min Prem Ovr: Loss Cnst Ovr: 0
 (A) Rate Class:

CLASS CODE DEVIATION FACTORS

Co. Rate Dev	Co. Min Dev	Class Prem	Term Fact	Class Min	Audit Fact
1.000	1.000	2,148	1.000	420	N/A

CLASS CODE RATING FORMULAS

CLASS PREMIUM	BASE RATE = FINAL RATE * EXPOSURE / RATING BASIS =	FINAL PREMIUM
	.09 .09 2387025.00 100	2148.00
ADDL FACTORS: PURE BASE RATE: .05 BASE LCM 1.85700		

State: 19 (MD) Rating Group: 0002-01
 Class Code: 9015 BUILDING OR PROPERTY MANAGEMENT - ALL OTHER EMPLOY
 Hazard Group: 4(D) Analogy Desc: NONE
 Premium Type: 01 RATABLE

PTSD Applies: NO
 USL&H Applies: NO
 DC Ben Applies: NO
 TWM&C Applies: NO
 Base Rate Ovr: Disease Load: Exclude Med:
 Exposure: IF ANY Min Prem Ovr: Loss Cnst Ovr: 0
 (A) Rate Class:

CLASS CODE DEVIATION FACTORS

Co. Rate Dev	Co. Min Dev	Class Prem	Term Fact	Class Min	Audit Fact
1.000	1.000		1.000	420	N/A

CLASS CODE RATING FORMULAS - IF ANY EXPOSURE

CLASS PREMIUM	BASE RATE = FINAL RATE * EXPOSURE / RATING BASIS =	FINAL PREMIUM
	2.15 2.15 .00 100	0.00
ADDL FACTORS: PURE BASE RATE: 1.16 BASE LCM 1.85700		

Class Code Information

Page 7

Named Insured: MAYOR & CITY OF CUMBERLAND
 Customer ID: 5376801
 Policy Number: 2023755376801
 Quote Number: QUOTE NUM : 788097-05
 Transaction Type: RENEWAL QUOTE Effective: 07/01/23

State: 19 (MD) Rating Group: 0002-01
 Class Code: 9102 PARK NOC-ALL EMPLOYEES & DRIVERS.
 Hazard Group: 4 (D) Analogy Desc: NONE
 Premium Type: 01 RATABLE
 PTSD Applies: NO
 USL&H Applies: NO
 DC Ben Applies: NO
 TWM&C Applies: NO Disease Load:
 Base Rate Ovr: Min Prem Ovr: Exclude Med:
 Exposure: 232,717 (A) Rate Class: Loss Cnst Ovr: 0

CLASS CODE DEVIATION FACTORS

Co. Rate Dev	Co. Min Dev	Class Prem	Term Fact	Class Min	Audit Fact
1.000	1.000	5,702	1.000	486	N/A

CLASS CODE RATING FORMULAS

CLASS PREMIUM	BASE RATE =	FINAL RATE * EXPOSURE / RATING BASIS =	FINAL PREMIUM
	2.45	2.45 232717.00 100	5702.00
	ADDL FACTORS: PURE BASE RATE: 1.32 BASE LCM 1.85700		

State: 19 (MD) Rating Group: 0002-01
 Class Code: 9402 SEWER CLEANING & DRIVERS
 Hazard Group: 6 (F) Analogy Desc: NONE
 Premium Type: 01 RATABLE
 PTSD Applies: NO
 USL&H Applies: NO
 DC Ben Applies: NO
 TWM&C Applies: NO Disease Load:
 Base Rate Ovr: Min Prem Ovr: Exclude Med:
 Exposure: 214,811 (A) Rate Class: Loss Cnst Ovr: 0

CLASS CODE DEVIATION FACTORS

Co. Rate Dev	Co. Min Dev	Class Prem	Term Fact	Class Min	Audit Fact
1.000	1.000	9,817	1.000	750	N/A

CLASS CODE RATING FORMULAS

CLASS PREMIUM	BASE RATE =	FINAL RATE * EXPOSURE / RATING BASIS =	FINAL PREMIUM
	4.57	4.57 214811.00 100	9817.00
	ADDL FACTORS: PURE BASE RATE: 2.46 BASE LCM 1.85700		

Class Code Information

Page 8

Named Insured: MAYOR & CITY OF CUMBERLAND
 Customer ID: 5376801
 Policy Number: 2023755376801
 Quote Number: QUOTE NUM : 788097-05
 Transaction Type: RENEWAL QUOTE Effective: 07/01/23

State: 19 (MD) Rating Group: 0002-01
 Class Code: 9410 MUNICIPAL, CITY, COUNTY, OR STATE EMPLOYEE
 Hazard Group: 3(C) Analogy Desc: NONE
 Premium Type: 01 RATABLE
 PTSD Applies: NO
 USL&H Applies: NO
 DC Ben Applies: NO
 TWM&C Applies: NO
 Base Rate Ovr: Disease Load: Exclude Med:
 Exposure: 927,173 Min Prem Ovr: Loss Cnst Ovr: 0
 (A) Rate Class:

CLASS CODE DEVIATION FACTORS

Co. Rate Dev	Co. Min Dev	Class Prem	Term Fact	Class Min	Audit Fact
1.000	1.000	25,683	1.000	526	N/A

CLASS CODE RATING FORMULAS

CLASS PREMIUM	BASE RATE =	FINAL RATE * EXPOSURE /	RATING BASIS =	FINAL PREMIUM
	2.77	2.77	927173.00	100
	ADDL FACTORS: PURE BASE RATE: 1.49 BASE LCM 1.85700			25683.00

State: 37 (PA) Rating Group: 0001-01
 Class Code: 753 WATERWORKS.
 Hazard Group: 4(D) Analogy Desc: NONE
 Premium Type: 01 RATABLE
 PTSD Applies: NO
 USL&H Applies: NO
 DC Ben Applies: NO
 TWM&C Applies: NO
 Base Rate Ovr: Disease Load: Exclude Med:
 Exposure: 1,183,558 Min Prem Ovr: Loss Cnst Ovr: 0
 (A) Rate Class:

CLASS CODE DEVIATION FACTORS

Co. Rate Dev	Co. Min Dev	Class Prem	Term Fact	Class Min	Audit Fact
1.000	1.000	30,299	1.000	416	N/A

CLASS CODE RATING FORMULAS

CLASS PREMIUM	BASE RATE =	FINAL RATE * EXPOSURE /	RATING BASIS =	FINAL PREMIUM
	2.56	2.56	1183558.00	100
	ADDL FACTORS: PURE BASE RATE: 1.47 BASE LCM 1.73900			30299.00

File Attachments for Item:

. Order 27,280 - accepting the proposal from Local Government Insurance Trust (LGIT) to provide insurance coverages for FY24 for property, general and excess liability, police legal liability, auto comprehensive and liability, and boiler/machinery for the amount not to exceed \$396,489

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

ORDER NO. 27,280

DATE: July 18, 2023

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

THAT, the proposal from Local Government Insurance Trust (LGIT), 7225 Parkway Drive, Hanover, MD 21076, to provide the following insurance coverages be and is hereby accepted:

Property	\$255,415.00
General Liability	26,730.00
Police Legal Liability	42,434.00
Auto	90,043.00
Excess Liability	7,841.00
Boiler and Machinery	0.00
• Subtotal	\$422,463.00
Less Stabilization Credits	(25,974.00)
• Total	<u>\$396,489.00</u>

Raymond M. Morriss, Mayor



7225 Parkway Drive, Hanover, MD 21076 • www.lgit.org
TEL 443.561.1700 • MD 800.673.8231 • FAX 443.561.1701

BILL TO: City of Cumberland
Allison Layton
City Clerk
57 North Liberty St.
Cumberland, MD 21501

REMIT TO: Local Govt. Insurance Trust
7225 Parkway Drive
Hanover MD 21076

INVOICE DATE: 7/2/2023
INVOICE #: 122802

DUE DATE: 8/2/2023
CUSTOMER #: 232500

ISSUE DATE OF COVERAGE: 7/1/2023

EXP. DATE OF COVERAGE: 7/1/2024

FY2024 INVOICE

DESCRIPTION	CHARGES
Property	255,415.00
General Liability	26,730.00
Police Legal Liability (Claims Made Basis)	42,434.00
Auto	90,043.00
Excess Liability above \$1M Primary Liability	7,841.00
Boiler and Machinery	0.00
Subtotal:	\$422,463.00
Less FY24 Credits:	
Property Rate Stabilization Credit	(25,386.00)
Primary Rate Stabilization Credit	(588.00)
Total:	\$396,489.00

The following discounts have already been applied to this invoice:

Longevity discount amount applied to primary liability products	5,941
Membership discount amount applied to primary liability products	5,991
Law Enforcement Training and General Orders discount applied to Police Legal Liability product	2,233
Boiler and Machinery discount amount applied with a \$10,000 deductible	7,537
Excess Liability discount amount applied for free 1st \$1 million layer	6,476
Total:	28,178

**AN ELECTRONIC VERSION OF THIS INVOICE INCLUDING SUPPORTING DOCUMENTS
IS AVAILABLE FROM DOCUMENTS IN THE MEMBER PORTAL**

File Attachments for Item:

. Order 27,281 - accepting the proposal from CBIZ Insurance Services, Inc. to provide Public Officials Liability coverage for FY24 through Ace American Insurance for the amount not to exceed \$27,300

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

ORDER NO. 27,281

DATE: July 18, 2023

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

THAT, the proposal from CBIZ Insurance Services, Inc., 44 Baltimore Street, Cumberland, MD, to provide a Public Officials Liability policy effective July 1, 2023, to July 1, 2024, through Ace American Insurance be and is hereby accepted in the amount not-to-exceed Twenty-Seven Thousand, Three Hundred Dollars and No Cents (\$27,300.00).

Raymond M. Morriss, Mayor

----- INVOICE -----

Invoice Date	06/05/23
Invoice No.	578518
Bill-To Code	MAYOCIT
Client Code	MAYOCIT
Inv Order No.	100*691411

Amount Remitted: \$

Make checks payable to: CBIZ Insurance Services, Inc.

INVOICE COPY

File Attachments for Item:

. Order 27,282 - accepting the proposal from CDW Government for the upgrade of existing Cybersecurity infrastructure with replacement firewalls and failover redundancy in the amount not to exceed \$89,561.06

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

ORDER NO. 27,282

DATE: July 18, 2023

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

THAT, the proposal from CDW Government, 75 Remittance Drive, Suite 1515, Chicago IL 60675-1515 for the upgrade to existing Cybersecurity infrastructure with new firewalls and the addition of failover redundancy to the system in the amount not-to-exceed Eighty Nine Thousand, Five Hundred Sixty One Dollars and Six Cents (\$89,561.06) be and is hereby accepted.

Raymond M. Morriss, Mayor

Budget: 001.033.64000, 001.034.48201, 001.033.20100, 001.033.48200, 001.033.48201

Council Agenda Summary

Meeting Date: July 18, 2023

Key Staff Contact: Chip Watkins

Item Title: City Firewall upgrade and Redundancy

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

This is a request to purchase equipment for a total amount of \$89,561.06 from CDW Government. This will upgrade our existing Cybersecurity infrastructure with new replacement firewalls and add failover redundancy to the system. This was included in the overall IT requests for 2024 fiscal year funding. 3 bids were received and CDW was the best price award. This includes installation and support on the items as well as Software as a Services

Amount of Award: \$89,561.06

Budget number: multiple Budget line items – 001.033.64000, 001.034.48201, 001.033.20100, 001.033.48200, 001.033.48201

Grant, bond, etc. reference:



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

JOHNNA BYERS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NLKT695	7/5/2023	NLKT695	1275425	\$89,561.06

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Palo Alto Networks PA-1420 Firewall Appliance Mfg. Part#: PAN-PA-1420 Contract: MARKET	2	7259804	\$14,241.02	\$28,482.04
Palo Alto 5M 10GBASE-CU SFP+ Transceiver Passive Mfg. Part#: PAN-SFP-PLUS-CU-5M Contract: MARKET	1	3565057	\$396.44	\$396.44
Palo Alto Networks - SFP+ transceiver module - 10 GigE Mfg. Part#: PAN-SFP-PLUS-SR UNSPSC: 43201553 Contract: MARKET	2	3504403	\$1,184.61	\$2,369.22
Palo Alto GlobalProtect - subscription license (1 year) - 1 device in HA pa Mfg. Part#: PAN-PA-1420-GP-HA2 Electronic distribution - NO MEDIA Contract: MARKET	2	7306380	\$2,537.61	\$5,075.22
Palo Alto Networks Advanced URL Filtering - subscription license (1 year) - Mfg. Part#: PAN-PA-1420-ADVURL-HA2 Electronic distribution - NO MEDIA Contract: MARKET	2	7350271	\$3,770.84	\$7,541.68
Palo Alto Networks Advanced Threat Prevention - subscription license (1 year) Mfg. Part#: PAN-PA-1420-ATP-HA2 Electronic distribution - NO MEDIA Contract: MARKET	2	7301949	\$3,846.26	\$7,692.52
Palo Alto Networks AIOPs for NGFW - subscription license (1 year) - 1 device	2	7454720	\$2,536.97	\$5,073.94

QUOTE DETAILS (CONT.)

Mfg. Part#: PAN-PA-1420-AIOPS-NGFW-HA2

Electronic distribution - NO MEDIA

Contract: MARKET

[Palo Alto Networks Advanced WildFire - subscription license \(1 year\) - 1 de](#)

2

7301950

\$3,770.84

\$7,541.68

Mfg. Part#: PAN-PA-1420-AWF-HA2

Electronic distribution - NO MEDIA

Contract: MARKET

[Palo Alto Networks Premium Support - extended service agreement - 1 year -](#)

2

7301952

\$3,137.60

\$6,275.20

Mfg. Part#: PAN-SVC-PREM-1420

Electronic distribution - NO MEDIA

Contract: MARKET

[Palo Alto Networks Logging Service - subscription license \(1 year\) + Premi](#)

4

4814977

\$1,498.03

\$5,992.12

Mfg. Part#: PAN-LGS-1TB-1YR

Electronic distribution - NO MEDIA

Contract: MARKET

[NEW ITEM](#)

1

NEW-ITEM

\$13,121.00

\$13,121.00

Mfg. Part#: NEW-ITEM

Contract: MARKET

SUBTOTAL \$89,561.06**SHIPPING** \$0.00**SALES TAX** \$0.00**GRAND TOTAL** **\$89,561.06****PURCHASER BILLING INFO****Billing Address:**CITY OF CUMBERLAND
ACCTS PAYABLE
57 N LIBERTY ST
CUMBERLAND, MD 21502-2331
Phone: (301) 722-2000**Payment Terms:** Request Terms**DELIVER TO****Shipping Address:**CITY OF CUMBERLAND
JOHNNA BYERS
57 N LIBERTY ST
CUMBERLAND, MD 21502-2331
Phone: (301) 722-2000**Shipping Method:** UPS Ground (2 - 3 day)**Please remit payments to:**CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515**Sales Contact Info****Tyler Cowden** | (866) 245-1795 | tyler.cowden@cdwg.com**LEASE OPTIONS**

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$89,561.06	\$2,401.13/Month	\$89,561.06	\$2,773.71/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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My Account



Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

File Attachments for Item:

. Order 27,283 - declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap

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

ORDER NO. 27,283

DATE: July 18, 2023

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

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

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT, the following vehicles and/or equipment are hereby declared to be surplus property and authorized for sale, trade in or scrap:

<i>Unit</i>	<i>Department</i>	<i>Vehicle</i>	<i>VIN / Serial No.</i>
248	Street	Crack Sealer Machine	110DHC

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,284 - rescinding Order No. 27,152 and approving the purchase of a 2023 Ford F-350 Service Body Truck from Keystone Ford with an upfit by J&J Equipment in the not to exceed amount of \$68,956

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

ORDER NO. 27,284

DATE: July 18, 2023

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

THAT, Order No. 27,152, originally approved on December 20, 2022 be and is hereby rescinded; and

BE IT FURTHER ORDERED THAT, the Sole Source purchase of a 2023 Ford F-350 Service Body Truck from Keystone Ford, 301 Walker Road, Chambersburg, PA 17201, with an upfit by J&J Equipment, in the not-to-exceed cost of Sixty Eight Thousand Nine Hundred Fifty-Six Dollars and No Cents (\$68,956.00), be and is hereby approved; and

BE IT FURTHER ORDERED THAT, this special pricing is in accordance with City Code Section 2-171(c), which pertains to purchasing cooperatives and state and local government contracts (piggyback contracts).

Raymond M. Morriss, Mayor

Budget:
Street Department 001.056.64000

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

ORDER NO. 27,152

DATE: December 20, 2022

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

THAT, the Sole Source purchase of a 2023 Ford F-350 Service Body Truck from Keystone Ford, 301 Walker Road, Chambersburg, PA 17201, with an upfit by J&J Equipment, in the not-to-exceed cost of Sixty Four Thousand Four Hundred Ninety-One Dollars and No Cents (\$64,491), be and is hereby approved; and

BE IT FURTHER ORDERED THAT, this special pricing is in accordance with City Code Section 2-171(c), which pertains to purchasing cooperatives and state and local government contracts (piggyback contracts).

Raymond M. Morriss, Mayor

Budget:
Street Department 001.056.64000

*original
order*

Council Agenda Summary

Meeting Date: December 20, 2022

Key Staff Contact: Brian Broadwater

Item Title:

Order Accepting the purchase of a New Ford F350 Service Body Truck from Keystone Ford, 301 Walker Road, Chambersburg, PA 17201 and J&J Equipment, 422 Riggs Road, Somerset, PA 15501 for an amount not to exceed \$64,491.

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

Requesting an order to accept the purchase of New Ford F350 Service Body Truck. Keystone Ford is supplying the chassis for \$51,620 and J&J Equipment will be providing the upfit for \$12,871, for a total amount not to exceed \$64,491. Keystone is offering CoStars Allowance 025-E22-445 pricing and J&J Equipment is offering us CoStars Contracts #025-E22-439, which is in accordance with the City Code Sec. 2-171 (c) - Purchasing cooperatives, state and local government contracts (Piggybacking Contracts). This truck will be used in daily operations by the Water Department for mainline jobs, water leaks and maintenance.

Amount of Award:

\$64,491

Budget number:

001.056.64000 (Street Department)

Grant, bond, etc. reference:

N/A



Brian Broadwater <brian.broadwater@cumberlandmd.gov>

New Ford F350 Service Body for Street Department

2 messages

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Thu, Dec 15, 2022 at 8:35 AM

To: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Mark and Ken,

When I originally started to look for this truck, one my quotes were \$12,000 over budget. I was able to get that down drastically. The street department budgeted \$60,000. The cost of this truck is \$64,491. I need an overrun of \$4,491. This truck is important, as the old #216 is going to go to parks and rec to replace #506 which is in major need of replacement.

Could you approve this overrun?

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***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***Mark Gandolfi** <mark.gandolfi@cumberlandmd.gov>

Thu, Dec 15, 2022 at 8:44 AM

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

Cc: Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Approved.

[Quoted text hidden]



Prepared by: Nelson Raines
12/14/2022

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2023 F-350 Chassis 4x4 SD Super Cab 168" WB SRW XL (X3F)

Price Level: 315 | Quote ID: cum350-23

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$51,450.00
Options	\$1,375.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,795.00
Subtotal	\$54,620.00

Pre-Tax Adjustments

Code	Description	MSRP
1	CoStars Allowance 025-E22-445	-\$3,000.00
Total		\$51,620.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

06/30/23

J&J Truck Equipment

Quote: 86366

Eng/Auth

Quote Type: SVB

422 Riggs Road
Somerset, PA 15501

Rev: 6

Munci Disc? Y

Issue: 8

Order: 08W/65970

Page 1

PO NO: 2023-00000781

Phone: 814-444-7000 or 877-455-8785 Fax: 814-445-3726

Brief Description

696-2 (CITY CUMBERLAND)

Customer

CITY OF CUMBERLAND

57 NORTH LIBERTY ST

57 N LIBERTY ST

CUMBERLAND MD 21502

Attn: BRIAN BROADWATER

Phone: 301-759-6627

Email: brian.broadwater@cumberlandmd.gov

End User: CITY OF CUMBERLAND

Number of Units: 1 Entered By: SS2

Sales Rep: Larry Faidley

814-442-5164

Inside Sales: Steven L. Stilley

=====

Make: 23 FORD	Model: F350	Due Date: 06/19/23	Serial Number: 1FD8X3FN9PED17688
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=====

CHANGE ORDER 6/30/23

TRUCK CAME IN AS 60" CA CHASSIS NOT BED DELETE.

696-2 BODY IS TOO SHORT

PROVIDE AND INSTALL A A6110 ALUM 9 FOOT BODY IN PRIME TO BE PAINTED HERE.

109.25" LONG

78" GALVA GRIP BUMPER WITH HITCH RECESS 3411045

20129690 INSTALL KIT

20158840 LIGHT KIT

20000150 FENDER SKIRT

20006670 FENDER SKIRT

PROVIDE AND INSTALL A CLASS 5 SERVICE BODY RECIEVER HITCH WITH 2 1/2" TO 2

REDUCER IF REQUIRED. 7 WAY RV STYLE TRAILER PLUG WIRED TO OEM PROVIED TRAILER

WIRING.

ADD \$4465.00 FOR NEW BODY, PAINT, HITCH AND MOUNTING KIT DIFFERENCE.

NEW TOTAL OF \$17336.00

ON CUSTOMER SUPPLIED 2023 FORD F350 SINGLE REAR WHEEL CHASSIS WITH BED DELETE

OPTION, 56 CA

CHASSIS TO HAVE FACTORY TOW PACKAGE INSTALLED WITH HITCH.

- CHASSIS FROM: NELSON @ KEYSTONE FORD (ETA JUNE 19, 2023)

LONG FUEL FILL KIT SUPPLIED WHITH CHASSIS

FORD FACTORY BACK UP CAMERA SUPPLIED WITH CHASSIS

=====

Price / Unit:	\$17,336.00	8
Total / Unit:	\$17,336.00	
Total Due:	\$17,336.00	

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Please review carefully. If you have any questions, contact this office or your sales representative. If there are no questions, please sign and return one of the enclosed copies. We must have a signed copy of this quotation before we process your order.

Terms: Net 30 Days

QUOTE EXPIRES:
01/11/23

PLEASE NOTE: There will be a 20% restocking fee on all special order items, if returned, in addition to any freight charges that apply.

By:

(Customer Signature)

Date:



Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Budget Transfer

Brian Broadwater <brian.broadwater@cumberlandmd.gov>

Tue, Jul 11, 2023 at 10:24 AM

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

Cc: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Brooke Cassell <brooke.cassell@cumberlandmd.gov>, Devin Burke <devin.burke@cumberlandmd.gov>, Allison Layton <allison.layton@cumberlandmd.gov>

Thank you.

On Tue, Jul 11, 2023 at 10:13 AM Lisa Terrell <lisa.terrell@cumberlandmd.gov> wrote:
Budget Adjustment #2023-5633 is complete

Lisa Terrell
Accounting Specialist
City of Cumberland

On Tue, Jul 11, 2023 at 8:38 AM Brian Broadwater <brian.broadwater@cumberlandmd.gov> wrote:
Lisa,

We need more funds to cover a new truck that we are purchasing. Could you transfer \$4,500 from 001.056.54400(Traffic Control and Survey) to 001.056.64000(Machinery and Equipment)? Please.

The reason for the excess is the service body that I specified for the truck was too small and needed to have a larger service body ordered in. If you have any questions please let me know.

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

--

David Brian Broadwater Jr**Fleet Manager**

City of Cumberland, MD

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215 Bowen St. | Cumberland, MD 21502

**Cumberland**
Maryland



Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

FY 2023 1 Ton Service Body Truck for Street Department

Brian Broadwater <brian.broadwater@cumberlandmd.gov>
To: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Tue, Jul 11, 2023 at 8:34 AM

Yes, we do. I will make the transfer with Lisa.

Brian

On Tue, Jul 11, 2023 at 8:28 AM Mark Gandolfi <mark.gandolfi@cumberlandmd.gov> wrote:
Hi Brian,

Do you have funds from another line item to cover this? Ultimately, if you cannot use what you ordered, there is no choice except to pay the overage.

Best regards,

Mark

On Tue, Jul 11, 2023 at 8:25 AM Brian Broadwater <brian.broadwater@cumberlandmd.gov> wrote:
Mark, sorry to bug you with this, have you had a chance to review this yet.

Thanks,
Brian

On Wed, Jul 5, 2023 at 10:48 AM Brian Broadwater <brian.broadwater@cumberlandmd.gov> wrote:
Mark,

Hope all is well. I have an issue with one of the trucks that was delivered to J&J Truck Equipment for a Service Body Upfit. This was my fault from overlooking the CA measurement when I received quotes. It turns out that for a Cab and Chassis truck(Not a Pickup bed delete) I needed a 9' service body and not an 8', which I had ordered. I need to see if there is available funding for the extra cost to go from the 8' to the 9' Service Body. The extra cost is \$4,465. This brings our total at J&J to \$17,336.

The original M&CC Order was 27,152 and the current PO for J&J is 2023-781.

Please let me know if I can proceed with having Rachel do the PO adjustment. Also, if you will approve this overrun.

Allison, if approved could you do an amendment to the M&CC Order?

I am sorry for the inconvenience and the mess up on my part. Please let me know if you have any questions.

The new quote from J&J is attached.

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

File Attachments for Item:

1. Letter from the City Clerk advising that the deadline has passed for receiving a referendum on Annexation Resolution No. 2023-01-ANNX, approved May 2, 2023, for property located on the south side of Maryland Route 144 in Allegany County, MD, Election District No. 22, consisting of 8.848 acres +/- and owned by the Ali Ghan Club, Inc., with the resolution becoming effective June 16, 2023



CITY OF CUMBERLAND MARYLAND

July 5, 2023

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

Mayor and Council Members,

The deadline has passed for receiving a petition calling for a referendum on the Annexation Resolution for the property located on the south side of Maryland Route 144 in Allegany County, MD, Election District No. 22, consisting of 8.848 acres +/- and owned by the Ali Ghan Club, Inc.

As no petition was received, Annexation Resolution No. R2023-01-ANNX became effective June 16, 2023.

Sincerely,

MAYOR

RAYMOND M. MORRISS

COUNCIL

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

CITY ADMINISTRATOR

JEFFREY F. SILKA, ICMA-CM

CITY SOLICITOR

MICHAEL SCOTT COHEN

CITY CLERK

ALLISON LAYTON

Allison Layton
City Clerk

cc Jeffrey Silka, City Administrator
Ken Tressler, Director Administrative Services
Shannon Adams, Fire Chief
Chuck Ternent, Chief of Police
Public Works
Engineering
Tax / Utility Billing
Planning/Zoning



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

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