REGULAR MEETING

Honorable Brandon M. Scott, President
Honorable Bernard C. “Jack” Young, Mayor
Honorable Joan M. Pratt, Comptroller and Secretary
Matthew W. Garbark, Acting Director of Public Works
Dana P. Moore, Acting City Solicitor

President: “Good morning. The November 4, 2020, meeting of the Board of Estimates is now called to order. In the interest of promoting health and safety as we continue to deal with COVID-19 Pandemic, the Board of Estimates continues to meet virtually. I would direct the Board member’s attention to the memorandum from my office dated November 2, 2020, identifying matters to be considered as routine agenda items together with any corrections and additions that have been noted by the Comptroller. I will entertain a Motion to approve all the items contained on the routine agenda.”

Ms. Moore, Acting City Solicitor: “Good morning, -- Ah, Mr. President – Ah, Congratulations – Ah, on your -- Ah, election as Mayor-elect. Before I make a motion, I do want to share a correction that I failed to share because of the holiday. On page
106, at the very top, first sentence, it says, the incinerator is owned by NMWDA. NMWDA should be stricken and replaced with the word Wheelabrator. The sentence would read, the incinerator is owned by Wheelabrator and formally called the Baltimore Refuse Energy Systems Company, BRESCO. With that, I would move approval of all items on the routine agenda.”

Comptroller: “I second.”

President: “Alright, all of those in favor of approving of all the items on the routine agenda, say Aye. Aye. All opposed say, Nay. The routine agenda items have been adopted. The first item on non-routine can be found on page 2, Department of Audits.”

Mayor: “Mr. President, before you go any further, can I offer you my congratulations?”

President: “Yes, Sir, Mr. Mayor.”

Mayor: “I want to offer my congratulations to you on a great election, and I wish you the very best. And, if it is anything I can do to help you, you know I’m there. The election is over we got to move forward.”
President: “Thank you, thank you, Mr. Mayor.”

Mrs. Mary Pat Clark, Councilwoman: “Mr. Chairman.”

President: “Madame Councilwoman, you will have to wait.”

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BOARDS AND COMMISSIONS

1. **Prequalification of Contractors**

   In accordance with the Resolution Relating to Architectural and Engineering Services, as amended by the Board on June 29, 1994, the Office of Boards and Commissions recommends the approval of the prequalification for the following firms:

   Battaglia Associates, Inc. $1,500,000.00

2. **Prequalification of Architects and Engineers**

   In accordance with the Rules for Prequalification of Contractors, as amended by the Board on November 21, 2016, the following contractors are recommended:

   - AULtec, Inc. Engineer Land Survey
   - Foundation Test Group, Inc. Engineer
   - J-DOS Internationale, Inc. Engineer
   - KCW Engineering Technologies, Inc. Engineer Land Survey

   There being no objection, the Board, UPON MOTION duly made and seconded, approved the Prequalification of Contractors and the Prequalification of Architects and Engineers for the listed firms.
Department of Audits - Audit Report

The Board is requested to NOTE receipt of the following Audit Report:


President: “The first item on non-routine can be found on page 2, Department of Audits, Audit Report. We will hear from the City Auditor now. Mr. Auditor, the floor is yours.”

City Auditor, Josh Pasch: “Good morning, Mr. President, Mr. Mayor, Madam Comptroller, and the members of the Board of Estimates. My name is Josh Pasch. I am the City Auditor. I am here today to present the Biennial Performance Audit on the Department of Human Resources. The scope of our audit was fiscal years 2018 and 2019. The objectives of our audit were to: determine whether Department Human Resources met its performance measure targets, evaluate whether the Department has adequately designed internal controls related to the selected performance measures, and follow up on
prior findings and recommendations included in the previous Performance Audit, dated November 23, 2018. The services that were within the scope of the audit are Service 772, Civil Service Management. This service is responsible for identifying, classifying into occupational groups, and establishing compensation levels for the positions of the City workforce. Also, Service 773, COB University. This service offers training courses to Baltimore City Employees, and this is a self-supporting function that draws its revenues from City agencies. The performance measures that were included in our scope were for Service 772, average number of working days to fill Civil Service vacancies. Service 772, percentage of classification and compensation project requests completed within the deadline, and Service 773, number of training participants. According to the Budget Book, for the Fiscal Year 2019, the Department did not meet any of the targets of the three selected performance measures. As a result, we did not
validate the accuracy of the numbers. According to the Department, it did not meet these targets because of a staffing shortage, as well as the following: For the percentage of classification and compensation project request completed within deadline, they noted, an increased number of classification actions received from the City of Baltimore agencies, coupled with staffing shortages. For average number of working days to fill Civil Service vacancies, they noted that when they got requests from different City agencies, there were a lot of corrections and incorrect information. And also, untimely responses from different agencies for request for information which caused delays from meeting their goal. For a number of training participants, there was a transition to new management in that section, the office was relocated, and there was a lack of training funds allocated to agencies, coupled with the 2018 Ransomware. For 2018, the Department met two of the three selected performance measurements, which were average number of working days to fill Civil Service vacancies and the number of training participants. We did not validate the actual results for
number of training participants that met the target because DHR was using a manual process which they’ve transitioned from. And we noticed several discrepancies between the summary spreadsheet and the supporting documentation. The Department used a hybrid process in 2019 and fully transitioned to online registration in Fiscal Year 20. We evaluated the updated policy and procedures, and we did not note any internal control findings, or issues related to that performance measure. For the average number of working days to fill the Civil Service vacancies, we noted that the Department developed and implemented a new standard operating procedure to process the average number of working days to fill Civil Service vacancies, and this was not, the control is not fully effective. We noted that there were -- even though there were no discrepancies found in Fiscal Year 2018, the documentation did not support the 2019 actual results. We noted that the Fiscal Year 2019 actual results reported in the budget book was 31 days, and that was different from the supporting documentation we evaluated, which
Department of Audits – cont’d

showed 26 days to -- hum for the average number of working days to fill the Civil Service vacancies. During this audit, we followed up on two prior year or prior period audit findings. One was for Service 772 Civil Service Management average working days to fill Civil Service vacancies, and that finding was fully implemented. It was regarding consistent reporting in the City budget book for targets, and we noted that that was fully resolved. For partially implemented it was the same as our second finding, which was the average number of days to fulfill Civil Service vacancies and it was the same finding which was at the actual numbers results in the budget book did not agree to those which were in the --ah supported by documentation. And so we did note, that as I said above, that they did implement new policies, procedures, and controls, and yet they were not fully effective. That concludes my presentation.”

President: “Thank you, Mr. Auditor. Questions from Board members? Director Herbert.”
Department of Audits – cont’d

Director, Quinton Herbert: “Good morning, Mr. President. Again, I would like to echo the sentiment of my colleagues and say congratulations to you. -- Um, Mr. Mayor, and other distinguished members of the Board. My name is Quinton Herbert, Director of Human Resources. We concur with the findings of the audit. I would just like to give some context around some of these issues. I’ll begin with the training piece -- uh, with respect for Fiscal Year 2019 and not meeting the goal. On May 7, 2019, we all know that the City experienced a ransomware attack, which took us offline for two months of Fiscal Year 19 and a bit of Fiscal Year 20 as well. As the City rebounded from the ransomware attack, we were unable to -- Uh, register and conduct those trainings which by and large took place in our training lab and utilized our computers and our ability to get those up and running. -- Uh, it’s worth noting also that for Fiscal Year 19, the target goal for learning and development, which is number of participants that engage in trainings, increased by 30%, and with all of those challenges for Fiscal Year 19, we saw an increase -- uh, in Fiscal Year 19 over
Department of Audits – cont’d

Fiscal Year 18 and the number of participants that engaged in the trainings offered by the Office of Learning and Development. I’m confident that moving forward, we will meet that goal and actually exceed that goal as we are currently in the process of offering training to all City employees with respect to Workday. Um. I can now move on to the class and comp the percentage of projects that are completed in a timely fashion. Right now, we are at 80 for Fiscal Year 19, and we were at 82%, which, -- uh, while it is good from a quality assurance perspective, our goal is 95%. We had two things that impacted our ability to meet that goal. The first of which was an increase of or an uptick in the sheer number of projects that we received from agencies. We received over, I believe, it was 12,000 requests in Fiscal Year 19 -- uh, for projects. The second thing that impacted our ability to meet the goal is staffing. When fully staffed, we have four -- uh, class and comp analysts who actually receive those requests and do the work of completing those requests and making recommendations to the Class and Compensation -- uh, Chief of that Office. In this instance, for Fiscal Year 19, we’ve been running at about two
Department of Audits – cont’d

analysts, and it’s we found it to be a hard to fill position. -- Uh, we can hire analysts they transition out of the agency, as compensation is typically an issue for that particular classification in the City. So those two -- uh, issues have impacted our ability to meet our goal of 90% completion rate. However, 82%, -- uh, it still means that more than eight out of ten requests are processed within the time frame allotted. And then lastly, with the recruitment piece, what I will say is that we developed shortly after I arrived at DHR, the last time that we were audited, was a month after I transitioned to DHR, and this audits finding was one where we saw problems in how we tracked the number of days to hire and how we, our process and so we developed an SOP of the full life cycle recruitment process SOP to allow us to better track, -- uh, how we calculate the number of days to hire. And only accounting for the actions that the Department of Human Resources are responsible for and making efforts to back out -- uh, the actions, some of the actions the agencies are required
Department of Audits – cont’d

for so that we can track and measure those things we have control over. And what we found is that one of the areas where we need to improve is in the budgeting process to allow us to make sure that we -- uh, tabulate the data correctly because it appears that what we sent over to BBMR was the actual target of 31 days and not what the data was showing us, which we were actually filling those vacancies in 26 days. Which put us very, very close to our target, and again we are putting -- uh, implementations in place. We currently, since the last audit -- uh, hired an Assistant Deputy of Administration who has a background in finance and who also has the ability to do many audits throughout the year to make sure we are tracking this data properly. And also, maintaining it properly. And also, this is something that will become more automated as we transition to Workday.”

President: “Thank you, thank you, Mr. Director. Any questions from the Board? Seeing none, the Audit Report is NOTED.”

* * * * *

The Board NOTED receipt of the aforementioned Audit Report.
Space Utilization Committee/ - Interdepartmental Lease Agreement  
Baltimore Police Department

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Interdepartmental Lease Agreement by and between the Department of General Services, Landlord, and the Baltimore Police Department, Tenant, for the rental of a portion of the property known as 3201 Boston Street, on the first and second floors and consisting of 7,342 square feet. The period of the agreement is July 1, 2020 through June 30, 2021, and it will automatically renew for five additional terms of one year.

**AMOUNT OF MONEY AND SOURCE:**

<table>
<thead>
<tr>
<th>Annual Rent</th>
<th>Monthly Installments</th>
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<tbody>
<tr>
<td>$49,784.66</td>
<td>$4,148.72</td>
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1001-000000-2617-197500-603096

**BACKGROUND/EXPLANATION:**

The leased premises will be used for offices by the Baltimore City Police Department’s Marine Unit. Landlord is responsible for interior & exterior of the building; including foundations, roof, walls, gutters, downspouts; maintenance & repairs of HVAC systems, providing heat and air conditioning (not individual window ventilation systems) except for damage caused by the sole negligence of the Tenant, employees, guests, agents, invitees, and contractors. Landlord is responsible for snow and ice removal, trash removal; interior and exterior lighting; sewer/plumbing, and electric repairs; replacing air filters once every six months for HVAC systems; utilities. The Tenant accepts premises in its existing condition. Tenant is responsible for janitorial and trash removal; cleaning the floors; and pest control. Tenant will not make any alterations, additions, or improvements without Landlord’s written consent; provide all equipment including refrigerators or any other kitchen appliances; telephone and
Space Utilization Committee/ – cont’d

Baltimore Police Department

computer services; placing debris into trash receptacles; keep common break room free of debris that can cause an infestation of insects and/or rodents; keep entrance, passageways areas clean and orderly condition free of Tenant’s equipment and furniture; which will not impede ingress and egress.

The Space Utilization Committee approved the Interdepartmental Lease Agreement on September 15, 2020.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Interdepartmental Lease Agreement by and between the Department of General Services, Landlord, and the Baltimore Police Department, Tenant, for the rental of a portion of the property known as 3201 Boston Street, on the first and second floors and consisting of 7,342 square feet.
Department of Real Estate/Department of Recreation and Parks - Recission and Re-approval of First Renewal Option to Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to rescind and reapprove the 1st renewal option of a Lease Agreement with Alison Spiesman, Tenant, for the rental of the property known as 2090 Woodbourne Avenue located on the ground of the Mt Pleasant Golf Course. The period of the 1st renewal option is July 16, 2020 through July 15, 2022, with no further renewal option.

AMOUNT OF MONEY AND SOURCE:

$1.00 - renewal term

BACKGROUND/EXPLANATION:

On September 16, 2020, the Board approved the 1st renewal option for this lease. The Board is now being asked to rescind that 1st renewal option and reapprove the 1st renewal option. This rescission is due to the incorrect remaining renewal term. It should be corrected as the following: “The Tenant has exercised the 1st renewal option for two years, commencing July 16, 2020 and terminating July 15, 2022, with the right to renew for an additional one 2-year term.”

All other terms, conditions, and provisions of the Lease Agreement dated February 27, 2019, will remain in full force and effect.

UPON MOTION duly made and seconded, the Board rescinded and reapproved the 1st renewal option of a Lease Agreement with Alison
Department of Real Estate/ - cont’d
Department of Recreation
and Parks

Spiesman, Tenant, for the rental of the property known as 2090 Woodbourne Avenue located on the ground of the Mt Pleasant Golf Course.
Department of Real Estate – Agreement of Sale

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Agreement of Sale with the Youth Educational Services, Inc. (Y.E.S.), a Maryland non-profit organization.

AMOUNT OF MONEY AND SOURCE:

$1.00 – purchase price

BACKGROUND/EXPLANATION:

The authority to sell the property located at 5001 Reisterstown Road (Block 4596, Lot 001), formerly known as Langston Hughes Elementary School, was approved by City Council Ordinance No. 20-379 on June 25, 2020. This property was surplused from the Baltimore City Public School System (BCPSS) on June 14, 2016.

Y.E.S. was allowed to occupy this site on July 1, 2017, to prevent the building from being vandalized. The organization immediately began to provide food for students during the summer. Through the creation of programs and by providing additional services to benefit the direct community, Y.E.S. has incorporated a dynamic model that can be duplicated by other community groups. The Langston Hughes Community Resource Center supports the community with a childcare center, mental health clinic, senior citizen activities, recording studio, CPR training, computer class and certifications, and food pantry. Y.E.S. has recently partnered with the United Way of Central Maryland and Door Dash. This partnership has allowed the organization to reach hundreds of older adults and disabled individuals within ten miles of the 21215 zip code. In addition to the weekly food pantries, this partnership has allowed Y.E.S. to help over 1,000 families a week. The number
of people served by the food pantry has increased from 150 families to 350 families. In the past, most of the people coming to the food pantries were community members. During the pandemic, it has seen and served people from different communities and races as well as religions. The organization is striving to help everyone, not just those of the immediate vicinity, who come to the Langston Hughes Community Resource Center in need of assistance. Furthermore, after 19 years without a City-operated Library in the area, Y.E.S. recognized the need and established one.

The Contract of Sale requires Y.E.S. to keep the building as a polling place and as a Community Resource Center. Upon any default of those conditions, the property will revert back to the City.

**STATEMENT OF PURPOSE AND RATIONALE FOR SALE OF PROPERTIES AT LESS THAN THE APPRAISED VALUE:**

This property is being sold for less than the fair market appraised value of $2,400,000.00 due to its poor condition. BCPSS identified approximately $2,100,000.00, in necessary deferred maintenance to the property. The sale of this property will allow Y.E.S. to purchase the property and continue to operate at this location as a community resource center.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Agreement of Sale with the Youth Educational Services, Inc. (Y.E.S.), a Maryland non-profit organization.
Space Utilization Committee/ Department of Recreation & Parks - Transfer of Jurisdiction

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the transfer of the properties known as NES Shannon Drive 274-10 ft. SW of Brehms Lane (Block 6134A, Lot 1) and NES Shannon Drive 409-5 ft. NW of Sinclair Lane (Block 6134A, Lot 3) from the inventory of the Baltimore City Public Schools to the inventory of the Department of Recreation and Parks.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

The Baltimore City Public Schools has no educational need for the two parcels of land located in Herring Run Park and has surplused the sites to Baltimore City and wishes to transfer the property jurisdiction.

The Space Utilization Committee approved this transfer of jurisdiction on October 6, 2020.

UPON MOTION duly made and seconded, the Board approved the transfer of the properties known as NES Shannon Drive 274-10 ft. SW of Brehms Lane (Block 6134A, Lot 1) and NES Shannon Drive 409-
Space Utilization Committee/ - cont’d
Department of Recreation and
Parks

5 ft. NW of Sinclair Lane (Block 6134A, Lot 3) from the inventory of the Baltimore City Public Schools to the inventory of the Department of Recreation and Parks.
UPON MOTION duly made and seconded,

the Board approved the

Extra Work Orders

listed on the following pages:

4341 – 4342

The EWOs were reviewed and approved

by the

Department of Audits, CORC,

and MWBOO, unless otherwise indicated.
EXTRA WORK ORDERS

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<tr>
<td>Awd. Amt.</td>
<td>Extra Work</td>
<td>Contractor</td>
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Department of Transportation

1. EWO #003, $49,431.00 - TR 190006R, Urgent Need Contract Citywide

$2,609,618.00 $965,006.40 P. Flanigan & Sons, Inc. - 9.00%

This authorization is requested by the Department of Transportation, Traffic Division, for the installation of bike-friendly speed humps along Gittings Avenue. The advertised scope for this contract includes work involving the improvements to the existing roadway and is not limited to only the items and locations expressed in the contract specification.

An Engineer’s Certificate of Completion of Work has not been issued.

MWBOO SET GOALS OF 21% MBE AND 8% WBE.

APPROVED FOR FUNDS BY FINANCE

THE EAR WAS APPROVED BY MWBOO ON OCTOBER 15, 2020.

2. EWO #001, $0.00 - TR 19016, Material and Compliance Testing

$174,700.00 $0.00 Hills-Carnes 365 40% Engineering days

This authorization is requested by the Department of Transportation, TEC Division, for a 365-day non-compensable time extension to allow the Department to continue material testing on all current and future projects.
EXTRA WORK ORDERS

<table>
<thead>
<tr>
<th>Contract</th>
<th>Prev. Apprvd.</th>
<th>Time</th>
<th>%</th>
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Department of Transportation – cont’d

The Notice to Proceed was issued on October 9, 2019, with a completion date of October 8, 2020. The additional time will result in a new completion date of October 7, 2021.

An Engineer’s Certificate of Completion of Work has not been issued.

**MWBOO SET GOALS OF 11% MBE AND 13% WBE.**

**APPROVED FOR FUNDS BY FINANCE**

**THE EAR WAS APPROVED BY MWBOO ON OCTOBER 8, 2020.**
Health Department – Agreements

The Board is requested to approve and authorize execution of the various agreements.

1. **BALTIMORE TEACHER NETWORK, INC.** $32,500.00

   Account: 4000-483321-3160-780000-603051

   The Baltimore Teacher Network, Inc., will work with the Health Department and ConneXions Community-Based Arts School to implement the Safe Streets Conflict Resolution Curriculum and the Safe Dates Evidence-Based Curriculum for 9th-grade students. In addition, the Safe Streets Conflict Mediation Strategy will be implemented for all students. The period of the agreement is effective upon Board approval through August 31, 2021.

2. **THE JOHNS HOPKINS UNIVERSITY** $725,653.00

   Account: 4000-438020-3023-273396-603051

   The Johns Hopkins University will utilize the funds to implement the Getting to Zero (GTZ) Plus Program. The REACH team will work with the community clinic sites to review their caseloads and train them to understand and determine who might have fallen out of care or been non-adherent to their antiretrovirals due to a host of reasons and work with each clinician toward the goal of all patients reaching an undetectable viral load. The period of the agreement is March 1, 2020 through February 28, 2021.

Health Department – cont’d

3. **ASSOCIATED BLACK CHARITIES, INC.** $743,951.00
   
   Account: 4000-438220-3023-273302-603051 $50,000.00
   4000-438220-3023-273303-603051 $693,951.00

   The Associated Black Charities, Inc. as the Fiscal Agent for COVID-19, will provide critical support services to people with HIV during the COVID-19 pandemic. Services may include home-delivered meals, emergency housing, and transportation. The period of the agreement is April 1, 2020 through March 31, 2021.

   **MWBOO GRANTED A WAIVER ON SEPTEMBER 24, 2020.**

4. **BALTIMORE MEDICAL SYSTEM, INC.**  $70,000.00
   
   Account: 4000-422721-3080-292300-603051

   The Baltimore Medical System, Inc. will provide Comprehensive Family Planning Services (CPS) to include clinical reproductive health care services, which allow the client to choose from a broad range of contraceptive options. The period of the agreement is July 1, 2020 through June 30, 2021.

   **MWBOO GRANTED A WAIVER ON SEPTEMBER 24, 2020.**
Health Department - cont’d

5. **THE JOHNS HOPKINS UNIVERSITY/SCHOOL OF MEDICINE**
   - **$229,085.00**
   - Account: 4000-427720-3023-273322-603051

   The Johns Hopkins University-School of Medicine will provide a range of client-centered Medical Case Management activities focused on improving health outcomes in support of the HIV care continuum. Services will be provided at the Department’s STC clinic locations. The period of the agreement is March 1, 2020 through February 28, 2021.

   **MWBOO GRANTED A WAIVER ON SEPTEMBER 24, 2020.**

6. **THE JOHNS HOPKINS UNIVERSITY**
   - **$185,626.00**
   - Account: 4000-422120-3030-271400-603051

   The Johns Hopkins University will provide medical expertise and clinical services to Tuberculosis (TB) clinic patients, including examinations, recommendations for therapy, education and outreach, and monitoring of adverse reactions in patients seen in the clinic; provision of direction and consultation regarding clinic policies and protocols, especially with regards to TB and HIV co-infection. The period of the agreement is January 1, 2020 through December 31, 2020.

   **MWBOO GRANTED A WAIVER ON OCTOBER 19, 2020.**
Health Department - cont’d

7. UNIVERSITY OF MARYLAND, BALTIMORE $ 86,586.00

Account: 4000-438020-3023-273301-603051

The University of Maryland, Baltimore, STAR-TRACK Adolescent Health Center will utilize the funds to identify and address barriers to care and improve retention to care for youth and young adults of the Baltimore Eligible Metropolitan Area (EMA). The period of the agreement is March 1, 2020 through February 28, 2021.

MWBOO GRANTED A WAIVER ON AUGUST 10, 2020.

The agreements are late because of administrative delays.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing agreements. The Mayor ABSTAINED on item Nos. 2, 5 and 6. The President ABSTAINED on item Nos. 2, 5 and 6.
Health Department - Amendment No. 1 to Notice of Award

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize acceptance of Amendment No. 1 to the Notice of Award (NOA) from the Maryland State Department of Education (MSDE). The period of the award is July 1, 2019 through December 31, 2020.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

On August 28, 2019, the Board approved the original NOA from MSDE in the amount of $505,021.00 for the School-Based Health Center Program for the period of July 1, 2019 through June 30, 2020. Because of pandemic delays, the Department could not utilize all Fiscal Year 2020 grant funds and requested an extension.

On September 14, 2020, MSDE issued Amendment No. 1, which extended the grant end date to December 31, 2020, and reallocated grant funds. This will allow the Department time to use all Fiscal Year 2020 grant funds. All other conditions will remain the same.

The Amendment No. 1 is late because of delays in the administrative review process.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the Amendment No. 1 to the Notice of Award from the Maryland State Department of Education.
Health Department – Ratification of Amendment to Inter-Governmental Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to ratify the Amendment to an Inter-Governmental Agreement with Baltimore City State’s Attorney Office. The period of the agreement was September 30, 2019 through September 29, 2020.

**AMOUNT OF MONEY AND SOURCE:**

$70,500.00 – 4000-483520-3080-294600-603051

**BACKGROUND/EXPLANATION:**

The purpose of the ReCAST West Baltimore Project is to reduce the impact of trauma and build resilience in West Baltimore, specifically the Sandtown-Winchester, Upton/Druid Heights, and Penn North communities.

Baltimore City State’s Attorney Office provided direct programming in schools within ReCAST communities to build relationships with youth and better familiarize young people with the justice system.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board ratified the Amendment to an Inter-Governmental Agreement with Baltimore City State’s Attorney Office.
Health Department – Grant Award

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of a Grant Award from the Governor’s Office of Crime Control and Prevention. The period of the grant award is October 1, 2020 through September 30, 2021.

AMOUNT OF MONEY AND SOURCE:

$325,792.00 – 5000-584421-3160-780000-405001
85,331.00 – 1001-000000-3160-795900-601001
$411,123.00

BACKGROUND/EXPLANATION:

The funds will be utilized to support services for victims of crime, including crisis intervention, counseling, emergency transportation, temporary housing, criminal justice support, and advocacy.

The grant award is late because of administrative delays.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the Grant Award from the Governor’s Office of Crime Control and Prevention.
Health Department – Notification of Grant Award

The Board is requested to approve and authorize acceptance of the various Notification of Grant Awards (NGA).

1. **MARYLAND DEPARTMENT OF AGING** $ 57,906.00

   Account: 4000-433421-3255-761600-404001

   This award will provide funds to support public education about health insurance plan options to Baltimore City senior residents and their families. By accepting this grant, the grantee agrees to abide by the terms of the following documents, including amendments thereto: its approved Area Plan, grant application(s), grant agreements(s), Aging Program Directives, and all applicable federal and state laws, regulations, policies, and procedures.

2. **MARYLAND DEPARTMENT OF AGING** $ 17,238.00

   Account: 4000-436421-3044-761900-404001

   The Senior Medicare Patrol grant award provides funding for outreach, education, counseling, and an anti-fraud program to increase older adult awareness of health care fraud and assists individuals in resolving fraud issues.

The NGAs are late because of administrative delays.

**APPROVED FOR FUNDS BY FINANCE**

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.
Health Department – cont’d

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the foregoing Notification of Grant Awards.
Health Department – Correction of Budget Account Number

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the correction of the Budget Account Number that was assigned to the Amendment to Agreement with Healthy Teen Network, Inc.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

On August 26, 2020, the Board approved the Amendment to Agreement with Healthy Teen Network, Inc. in the amount of $31,583.00 for the period of July 1, 2019 through June 30, 2020.

Upon coordination of reimbursement, it was determined that the Department incorrectly listed the BAN as 4000-494420-3080-292300-603051.

The correct Budget Account Number is 4000-422720-3080-292300-603051. Approval of this correction will allow the Department to reimburse Healthy Teen Network, Inc. for additional services.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved the correction of the Budget Account Number that was assigned to the Amendment to Agreement with Healthy Teen Network, Inc.
TRANSFERS OF FUNDS

UPON MOTION duly made and seconded,
the Board approved
the Transfers of Funds
listed on the following page:

SUBJECT to receipt of favorable reports
from the Planning Commission,
the Director of Finance having
reported favorably thereon,
as required by the provisions of the
City Charter.

The Comptroller ABSTAINED on item No. 2.
### TRANSFERS OF FUNDS

<table>
<thead>
<tr>
<th>AMOUNT</th>
<th>FROM ACCOUNT/S</th>
<th>TO ACCOUNT/S</th>
</tr>
</thead>
<tbody>
<tr>
<td>$200,000.00</td>
<td>9910-904253-9587</td>
<td>9910-910715-9588</td>
</tr>
<tr>
<td>3rd Community &amp; Economic Development</td>
<td>Johnston Square</td>
<td>AHP - Johnston Square</td>
</tr>
</tbody>
</table>

This transfer will provide funding for the acquisition, relocation, and demolition in the Johnston Square Community.

<table>
<thead>
<tr>
<th>AMOUNT</th>
<th>FROM ACCOUNT/S</th>
<th>TO ACCOUNT/S</th>
</tr>
</thead>
<tbody>
<tr>
<td>$600,000.00</td>
<td>9910-924026-9587</td>
<td>9910-906866-9588</td>
</tr>
<tr>
<td>1st Affordable Housing Loan</td>
<td>New Affordable Housing Fund</td>
<td>Empowerment and Wellness Center</td>
</tr>
</tbody>
</table>

This transfer will provide funds from the Affordable Housing Program Bond to Bethel Outreach Center, Inc. to support a portion of the hard construction costs of a vacant building located at 1429 McCulloh Street in the Upton Community of Baltimore City.

### Parking Authority of Baltimore City

<table>
<thead>
<tr>
<th>AMOUNT</th>
<th>FROM ACCOUNT/S</th>
<th>TO ACCOUNT/S</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,300.00</td>
<td>9965-913028-9581</td>
<td>9965-919028-9580</td>
</tr>
<tr>
<td>Parking Facilities Fund</td>
<td>Market Center Garage Elevator (Reserve)</td>
<td>Market Center Garage Elevator (Active)</td>
</tr>
</tbody>
</table>

The Parking Authority of Baltimore City requests a transfer of funds for the agreement of the modernization and replacement of three elevators at Market Center located at 221 N. Paca Street, which was approved by the Board on July 26, 2017, in order to pay the Vendor from Parking Facilities funds instead of from operating account. This transfer is to cover the cost of the elevator maintenance agreed upon in the agreement.
ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Selected Source Procurement Agreement (Agreement) with Johnson Control, Inc. (JCI). The period of the agreement is from the date of the Notice to Proceed (NTP) until the work is completed, as determined by the City Engineer, but in no case later than 365 days from the NTP, unless terminated earlier in accordance with the terms of this agreement.

AMOUNT OF MONEY AND SOURCE:

$4,493,700.00 - 9916-902956-9197-900000-706063

BACKGROUND/EXPLANATION:

The fire alarm system(s) at the Baltimore City Police HQ and Annex buildings located at 601 E. Fayette Street and the Central Police District Station building located at 500 E. Baltimore Street are outdated and in urgent need of upgrade to comply with current fire code requirements and to ensure that all legally required life and safety measures are complied. The other existing building controls and operations systems (HVAC Controls, Smoke Control, and Stair Pressurization systems, Metasys, etc.) are all systems that were installed by JCI or its affiliated companies.

Any new fire alarm system installed must be compatible with and integrated into these existing building controls and operations systems. Due to the proprietary nature of the building systems already installed in the buildings and the proposed fire alarm system(s) to be installed, JCI is the only vendor that can install its own equipment and work on other building systems to ensure full, complete, and proper integration among all of the buildings’ existing building controls and operations systems.
DGS - cont’d

The City Charter at Article VI, §11 (e)(i) allows an exception to formal advertisement when “no advantage will result in seeking, or it is not practicable to obtain, competitive bids, or when the need is of an emergency nature.” The work and systems to be installed are of such a nature that there is no advantage in seeking competitive bids.

In accordance with Article VI, §11 (e)(i) of the Charter, the Department of General Services has certified to the Baltimore City Board of Estimates with notice to the Department of Finance that there is no advantage to competitive bidding.

MWBOO SET GOALS OF 18% MBE AND 6% WBE.

**MBE:**
- DC Electric $600,000.00 13.4%
- JNG Supply, LLC $208,866.00 4.6%
  
  **Total** $808,866.00 18.0%

**WBE:** NS & Associates, LLC $269,622.00 6.0%

**MWBOO FOUND VENDOR IN COMPLIANCE ON AUGUST 6, 2020.**

**THE DIRECTOR OF FINANCE REVIEWED AND RECOMMENDED APPROVAL.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Selected Source Procurement Agreement with Johnson Control, Inc.
Department of General Services – Assignment Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Assignment Agreement with Sabra and Associates, Inc. to Mead and Hunt, Inc. The period of the agreement is effective upon Board approval.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

On August 21, 2019, the Board approved the initial award of Project 1095 – On-Call Civil/Structural Design Services, to Sabra and Associates, Inc. Mead and Hunt, Inc. has acquired all rights, title, obligations, conditions, and interest in Sabra and Associates, Inc. and is requesting approval of the assignment of this contract.

**MBE/WBE PARTICIPATION:**

Mead and Hunt, Inc. has committed to meet the goals established as part of the agreement.

 **UPON MOTION** duly made and seconded, the Board approved and authorized execution of the Assignment Agreement with Sabra and Associates, Inc. to Mead and Hunt, Inc.
Department of Housing and Community Development (DHCD)

ACTION REQUESTED OF B/E:

The Board is requested to approve the acquisition of the Leasehold Interest in the property located at 2105 Walbrook Avenue (Block 3205, Lot 011) by gift from Barbara and Brian Cunningham, Owners, SUBJECT to municipal liens, interest, and penalties, other than water bills.

AMOUNT OF MONEY AND SOURCE:

The Owners agree to pay for any title work and all associated settlement costs, not to exceed $600.00 total. Therefore, no City funds will be expended.

BACKGROUND/EXPLANATION:

The DHCD, Land Resources Division strategically acquires and manages vacant or abandoned properties, which enables these properties to be returned to productive use and improve neighborhoods in Baltimore City.

The Owners have offered to donate to the City, title to the property at 2105 Walbrook Avenue. With the Board’s approval, the City will receive clear and marketable title to the property, subject only to certain City liens. The City’s acceptance of this donation is less costly than acquiring the property by tax sale foreclosure or eminent domain.

The Owners will pay all current water bills up through the date of settlement. The DHCD will acquire the property, SUBJECT to all
DHCD – cont’d

municipal liens, and all interest and penalties that may accrue prior to recording a deed. The water bills must be paid as part of the transaction. A list of open municipal liens accrued through October 12, 2020, other than water bills, is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2105 Walbrook Avenue</td>
<td>2017-2018</td>
<td>$6,216.96</td>
</tr>
<tr>
<td>Real Property Tax</td>
<td>2020-2021</td>
<td>165.20</td>
</tr>
<tr>
<td>Real Property Tax</td>
<td>2019-2020</td>
<td>404.26</td>
</tr>
<tr>
<td>Real Property Tax</td>
<td>2018-2019</td>
<td>482.26</td>
</tr>
<tr>
<td>Real Property Tax</td>
<td>2017-2018</td>
<td>17.54</td>
</tr>
<tr>
<td>Miscellaneous Bill</td>
<td>8217465</td>
<td>143.56</td>
</tr>
<tr>
<td>Miscellaneous Bill</td>
<td>8264210</td>
<td>5,240.53</td>
</tr>
<tr>
<td>Miscellaneous Bill</td>
<td>8386690</td>
<td>234.84</td>
</tr>
<tr>
<td>Miscellaneous Bill</td>
<td>8656696</td>
<td>210.40</td>
</tr>
<tr>
<td>Miscellaneous Bill</td>
<td>8667685</td>
<td>208.00</td>
</tr>
<tr>
<td>Environmental Fine</td>
<td>55070452</td>
<td>1,500.00</td>
</tr>
<tr>
<td>Property Registration</td>
<td>032914</td>
<td>538.20</td>
</tr>
</tbody>
</table>

**Total Taxes Owed** $15,361.75

UPON MOTION duly made and seconded, the Board approved the acquisition of the Leasehold Interest in the property located at 2105 Walbrook Avenue (Block 3205, Lot 011) by gift from Barbara and Brian Cunningham, Owners, SUBJECT to municipal liens, interest, and penalties, other than water bills.
Department of Housing and – Ratification of Community Development Block Grant Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to ratify the Community Development Block Grant (CDBG) Agreement with the Village Learning Place, Inc. The period of the agreement was July 1, 2019 through June 30, 2020.

**AMOUNT OF MONEY AND SOURCE:**

$49,000.00

**BACKGROUND/EXPLANATION:**

The Ratification Agreement provided CDBG funds to subsidize the operating expenses of The Village Learning Place’s Learning Center, specifically its Let’s Invest in Neighborhood Kids (LINK) initiative. The LINK Program provided free, educational after-school and summer programs for low-to-moderate-income youth. Services of the learning center are available to all youth in Baltimore City, but it primarily serves youth that reside in the Greater Charles Village/Barclay area.

On August 22, 2019, the local U.S. Department of Housing and Urban Development (HUD), Community Planning and Development Office informed the Department of Housing and Community Development (DHCD) that the City’s Federal FY 2019 Annual Action Plan and funding for four formula programs associated with that plan, including CDBG funds, had been approved by HUD Headquarters.

HUD’s approval of the CDBG program funding is effective July 1, 2019. The DHCD’s Contracts Section begun negotiating and processing the CDBG Agreements and Memorandums of Understanding as outlined in the Plan to be effective July 1, 2019, and beyond. Consequently, this agreement was delayed due to final negotiations and processing.
DHCD – cont’d

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board ratified the Community Development Block Grant Agreement with the Village Learning Place, Inc.
ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Contract of Sale to purchase the fee simple interest in 1739 Carswell Street, 4226 Park Heights Avenue, 1900 Kennedy Avenue, 2103 Chelsea Terrace, and 1821 Eagle Street from the Housing Authority of Baltimore City (HABC).

AMOUNT OF MONEY AND SOURCE:

$ 6,100.00 - 1739 Carswell Street  
5,000.00 - 4226 Park Heights Avenue  
4,500.00 - 1900 Kennedy Avenue  
15,000.00 - 2103 Chelsea Terrace  
5,000.00 - 1821 Eagle Street  
$35,600.00 - 9910-904177-9588-900000-704040 (Acquisition & Relocation - HABC Transfers)

BACKGROUND/EXPLANATION:

The Contract of Sale allows the City of Baltimore to acquire the fee simple interests in these properties for redevelopment.

Pursuant to the provisions of Article 13, § 2-7 of the Baltimore City Code and subject to the prior approval of the Board of Estimates, the Department of Housing and Community Development may acquire, for and on behalf of the Mayor and City Council of Baltimore, any single-family or multiple-family dwelling unit or other structure or lot within the City, for development and redevelopment. The Commissioner of Housing has made the required determination with regard to these properties. And these properties will be redeveloped.
DHCD – cont’d

The Board of Commissioners of the HABC and the U.S. Department of Housing and Urban Development have approved the disposition in accordance with 24 CFR, Part 970.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Contract of Sale to purchase the fee simple interest in 1739 Carswell Street, 4226 Park Heights Avenue, 1900 Kennedy Avenue, 2103 Chelsea Terrace, and 1821 Eagle Street from the Housing Authority of Baltimore City.
Department of Housing and Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Side Yard Land Disposition Agreement with Quanshay Henderson, Purchaser, for the sale of the City-owned property located at 1913 Etting Street.

AMOUNT OF MONEY AND SOURCE:

$500.00 – Purchase Price

BACKGROUND/EXPLANATION:

The Department’s Development Division, on behalf of the City, strategically acquires and manages vacant or abandoned properties, ultimately enabling them to be returned to a productive use.

The City has agreed to convey the property known as 1913 Etting Street to the adjacent property Owner. As a condition of conveyance, the Purchaser has agreed to the terms of the Side Yard Land Disposition Agreement, which prohibits development of the parcel for a minimum of 10 years.

STATEMENT OF PURPOSE AND RATIONALE FOR SALE BELOW THE VALUE DETERMINED BY THE WAIVER VALUATION PROCESS:

The property is being sold for $500.00. As the Purchaser holds title on the adjacent property as owner-occupant, the rationale for the conveyance is that the sale will serve a specific benefit
to the immediate community by eliminating blight and returning the property to the City’s tax roll.

**MBE/WBE PARTICIPATION:**

The Purchaser will purchase the property for a price that is less than $50,000.00 and will receive no City funds or incentives.

The property is being sold for $500.00. As the Purchaser holds title on the adjacent property as owner-occupant, the rationale for the conveyance is that the sale will serve a specific benefit to the immediate community by eliminating blight and returning the property to the City’s tax roll.

**MBE/WBE PARTICIPATION:**

The Purchaser will purchase the property for a price that is less than $50,000.00 and will receive no City funds or incentives for the purchase or rehabilitation; therefore, MBE/WBE is not applicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Side Yard Land Disposition Agreement with Quanshay Henderson, Purchaser, for the sale of the City-owned property located at 1913 Etting Street.
ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Land Disposition Agreement with Adopt a Block, Inc., Developer, for the sale of the City-owned property located at 1707 N. Patterson Park Avenue (Block 1463, Lot 004).

AMOUNT OF MONEY AND SOURCE:

$1,000.00 - Will be paid at the time of settlement.

BACKGROUND/EXPLANATION:

The City will convey all its rights, title, and interest in the property.

The Developer will purchase the vacant building located at 1707 N. Patterson Park Avenue. The Developer will renovate and donate to a veteran to use as their primary residence. The purchase price and improvements to the site will be financed through private sources.

The authority to sell the property located at 1707 N. Patterson Park Avenue comes by virtue of Article II, §15 of the Baltimore City Charter and Article 28, Subtitle 8 of the Baltimore City Code. The property was Journalized and approved for sale.
STATEMENT OF PURPOSE AND RATIONALE FOR SALE BELOW THE VALUE DETERMINED BY THE WAIVER VALUATION PROCESS:

The property was valued pursuant to the Appraisal Policy of Baltimore City, through the Waiver Valuation Process. The Waiver Valuation Value for 1707 N. Patterson Park Avenue was $5,333.00, and the purchase price is $1,000.00. The property is being sold to Adopt a Block, Inc. for below the price determined by the waiver valuation value as follows:

- the renovation will be to the specific benefit of the immediate community;
- will eliminate blight from the block and neighborhood; and
- the sale and rehabilitation will return vacant building to the tax rolls.

MBE/WBE PARTICIPATION:

The Developer will purchase the property for a price that is less than $50,000.00, and will receive no City funds or incentives for the purchase or rehabilitation; therefore, MBE/WBE is not applicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Land Disposition Agreement with Adopt a Block, Inc., Developer, for the sale of the City-owned property located at 1707 N. Patterson Park Avenue (Block 1463, Lot 004).
Department of Housing and Community Development (DHCD)

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Land Disposition Agreement to sell 2 North Fulton Avenue, in the Franklin Square Community, to Unity Properties Inc., Developer.

**AMOUNT OF MONEY AND SOURCE:**

$1.00 - Sale Price

**BACKGROUND/EXPLANATION:**

The property located at 2 North Fulton Avenue is a landscaped vacant lot which the Developer plans to convert into a community playground and waterpark.

The authority to sell the property is given under Baltimore City Code, Article 28, Subtitle 8.

**STATEMENT OF PURPOSE AND RATIONALE FOR SALE BELOW THE PRICE DETERMINED BY THE WAIVER VALUATION PROCESS:**

In accordance with the City’s Appraisal Policy, the Waiver Valuation Process was used to determine the price of the property at $8,000.00. The property will be sold to the Developer for $1.00 due to the following factors:

- stabilization to the immediate area,
- elimination of blight,
- economic development, and
- generation of real estate and other taxes.
DHCD – cont’d

**MBE/WBE PARTICIPATION:**

The Developer agrees to comply with MBE and WBE requirements.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Land Disposition Agreement to sell 2 North Fulton Avenue, in the Franklin Square Community, to Unity Properties Inc., Developer.
Department of Housing and – State of Maryland Capital Projects
Community Development  Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a State of Maryland Capital Projects Grant Agreement with the HARBEL Community Organization, Inc. The period of the agreement is effective upon Board approval through June 1, 2025.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

In 2018, the General Assembly appropriated $100,000.00, to the HARBEL Community Organization, Inc., for capital improvements to their building located at 5807 Harford Road. Since the HARBEL Community building is owned by the City, the State requires that the City sign on as Beneficiary. The City has no fiduciary responsibility in this agreement.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the State of Maryland Capital Projects Grant Agreement with the HARBEL Community Organization, Inc.
Department of Housing and - First Amendment to Grant Agreement
Community Development

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the First Amendment to Grant Agreement with the Housing Authority of Baltimore City. The period of the original grant agreement is October 16, 2019 through December 31, 2021.

**AMOUNT OF MONEY AND SOURCE:**

$500,000.00 - 9910-924026-9587 New Affordable Housing Fund Source

**BACKGROUND/EXPLANATION:**

In July 2018, the Department of Housing and Urban Development (HUD) awarded the Housing Authority of Baltimore City (HABC) and the City a Choice Neighborhoods Grant in the amount of $30,000,000.00 for the Perkins Somerset Oldtown Transformation Initiative. HUD grant funds are focused on the redevelopment of Perkins Homes and the former Somerset Housing site, which will be replaced with approximately 1,345 units of mixed-income housing, including 652 units of replacement housing for Perkins and Somerset residents.

In order to fully implement the Transformation Initiative, HUD funds are leveraged with City funds. On October 16, 2019, the Board of Estimates approved a Grant Agreement to make funds available for public infrastructure design for the Perkins and Somerset sites necessary to support the new development. The Grant Agreement, as previously approved by the Board, includes $1,599,979.00 of funding across both the Perkins and Somerset sites, with the Grant Agreement terminating on December 31, 2020.
DHCD – cont’d

Work being performed under the approved Grant Agreement included construction design, geotechnical studies, stormwater management master plan, utility surveys, and construction documents.

This Amendment to that existing Grant Agreement adds $500,000.00, in additional funds at the Perkins site for new total cost of work under the Grant Agreement of $2,099,979.00. The scope of work for the additional funds include the development of the forest conservation master plan, tree inventory, Urban Design and Architecture Advisory Panel (UDAAP) master plan, and the Public Works Developer’s Agreement. The Amendment extends the term of the Grant Agreement to December 31, 2021, to allow sufficient time for the additional scope of work to be completed.

The transfer request associated with this action was approved by the Board on October 21, 2020.

MBE/WBE PARTICIPATION:

The Grantee has signed a Commitment to Comply. The following participation rates have been established:

Perkins Homes

Amount Subject to Goals: $500,000.00

MBE: $135,000.00
WBE: $50,000.00

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the First Amendment to Grant Agreement with the Housing Authority of Baltimore City.
Circuit Court for Baltimore City - FY2021 Grant Award Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of the Grant Award Agreement from the Maryland Judiciary, Administrative Office of the Courts, through the Department of Juvenile and Family Services. The period of the agreement is July 1, 2020 through June 30, 2021.

AMOUNT OF MONEY AND SOURCE:

$1,569,307.00 - 5000-500821-1100-804000-405001
No General City funds are required

BACKGROUND/EXPLANATION:

The Circuit Court for Baltimore City has received a FY2021 grant from the Administrative Office of the Courts, Department of Juvenile and Family Services, whose budget is approved by the Maryland State Legislature, to staff and operate a Family Division under Maryland Rule 16-307 within the Circuit Court for Baltimore City. Funds cover personnel costs, contracts for services, supplies, and program costs, including parenting education, mediation (2 programs), supervised visitation, instant paternity testing, and custody evaluation services (listed under “other direct costs”).

The grant award agreement is late because of delays in the administrative process created by the COVID-19 emergency.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.
UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the Grant Award Agreement from the Maryland Judiciary, Administrative Office of the Courts, through the Department of Juvenile and Family Services.
Department of Planning – Grant Award Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize acceptance of the Grant Award Agreement with the State of Maryland Department of Natural Resources Critical Area Commission. The period of the grant agreement is July 1, 2020 through June 30, 2021.

**AMOUNT OF MONEY AND SOURCE:**

$3,000.00 – 5000-507419-1875-517600-603026

**BACKGROUND/EXPLANATION:**

This grant award will provide support for the City’s Critical Area Management Program. The State has provided support for this project since 1988, and there is no local match required. The funds will be used to help offset the operating cost incurred by the Department of Planning in ensuring the City’s compliance with State Chesapeake Bay Critical Area regulations.

The grant award agreement is late because of COVID-19 administrative delays.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.**

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the Grant Award Agreement with the State of Maryland Department of Natural Resources Critical Area Commission.
Baltimore City Office of Information – Non-Construction and Technology (BCIT) Consultant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Non-Construction Consultant Agreement with BITHGroup Technologies, Inc. The period of the agreement is effective upon Board approval for nine weeks.

AMOUNT OF MONEY AND SOURCE:

$79,120.00 – 1001-000000-1471-165700-603018

BACKGROUND/EXPLANATION:

Under the contract agreement, the Vendor BITHGroup Technologies Inc. and partners will provide support of the adoption of new remote access and desktop technologies for the user community as part of the overall BCIT vision. They will lead the development of an integrated strategic approach to Organizational Change Management, including stakeholder management, leadership alignment, and communications/engagement planning. The partnership will develop the key messages and communication to execute the integrated strategy and deliver through a variety of approaches specific to each agency.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAS NO OBJECTION.
UPON MOTION duly made and seconded, the Board approved and authorized execution of the Non-Construction Consultant Agreement with BITHGroup Technologies, Inc.
Baltimore Police Department - Sole Source Contract Award

ACTION REQUESTED OF B/E:

The Board is requested to approve a Sole Source Contract Award with Mile High Shooting Accessories.

AMOUNT OF MONEY AND SOURCE:

$114,895.80 - 1001-000000-8160-820200-604009

BACKGROUND/EXPLANATION:

The Baltimore Police Department SWAT Team’s current inventory of 12 Remington sniper rifles have reached the end of their useful life. Purchased nearly 10 years ago, the rifles have fired off 5,000 rounds (exclusively through required training and practice). By reaching this marker of spent rounds, the manufacturer recommends that the rifles be replaced. By not doing so, the rifles will become less accurate. Any diminished level of accuracy could create operational perils and endanger innocent civilians as well as the officers themselves.

These particular rifles are being procured because they are cheaper than replacing them with newer Remington rifles as they allow for the replacement of the barrel of the weapon as opposed to the entire rifle itself. The current inventory is also being traded in to further help mitigate the cost to the City for this new purchase.

It should also be noted that every major police department in the United States has a SWAT team, and they all use similar types of rifles. This includes surrounding jurisdictions that our Department’s SWAT team trains with, such as Baltimore, Anne
Baltimore Police Department - cont’d

Arundel, and Howard County Police Departments as well as the State Police. The need for SWAT and for these particular weapons is evident as there are numerous situation where BPD SWAT Emergency Response Team would need to be prepared with working rifles, including but to limited to:

- Barricade situations in which the perpetrator has taken hostages unfortunately, this is not an uncommon occurrence in the City,

- Presidential and high-level dignitary visits to Baltimore, where BPD works closely with the U.S. Secret Service and other federal agencies on security; and,

- Large-scale sporting, entertainment, and cultural events that could be terrorist targets.

While these rifles are deployed regularly, thankfully, they are used quite rarely. In fact, in the ten years since these particular rifles were purchased, they have never been shot in the field. BPD strongly believes that in an increasingly volatile world, it is important to be as prepared as possible and have either of these types of rifles and not need them rather need them and not have them.

The above amount is the City’s estimated requirement. It is hereby certified that the above procurement is of such nature that no advantage will result in seeking, nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, §11(e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.
Baltimore Police Department – cont’d

MBE/WBE PARTICIPATION:

This meets the requirement for certification as a sole source procurement as this commodity is only available from the distributor and is not available from subcontractors.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the Sole Source Contract Award with Mile High Shooting Accessories.
Baltimore Police Department– Inter-Governmental Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to ratify and authorize execution of an Inter-Governmental Agreement with the Circuit Court of Baltimore City. The period of the grant agreement was October 1, 2019 through September 30, 2020.

**AMOUNT OF MONEY AND SOURCE:**

$135,000.00 – 4000-426819-2255-793402-603026

**BACKGROUND/EXPLANATION:**

On December 12, 2018, the Board approved a grant award for the “JAG 14” grant, Award #2018-DJ-BX-1020, from the U.S. Department of Justice. A portion of the funds were allocated to the Circuit Court of Baltimore. The Circuit Court will utilize the funds to support crime reduction and deterrence by offering crime prevention programs in the community, in addition to developing community services opportunities and support for offenders.

The submission is late due to the administration process.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board ratified and authorized execution of the Inter-Governmental Agreement with the Circuit Court of Baltimore City.
Baltimore Police Department - Grant Award

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of the Grant Award from the Governor’s Office of Crime Control and Prevention. The period of the Grant Award is July 1, 2020 through June 30, 2021.

AMOUNT OF MONEY AND SOURCE:

$50,000.00 - 5000-588021-2021-667600-405001

BACKGROUND/EXPLANATION:

The Governor’s Office of Crime Control and Prevention awarded the Department with grant funds to continue the Domestic Violence Unit Program. The Domestic Violence Unit Program helps reduce the time between issuance of ex parte and protective orders and data entry into the Maryland Electronic Telecommunications Enforcement Resource System/National Crime Information Center. Grant funding supports personnel.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the Grant Award from the Governor’s Office of Crime Control and Prevention.
Baltimore Police Department - Professional Services Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Professional Services Agreement with IDFIVE, LLC. The period of the agreement is effective upon Board approval through June 30, 2021.

AMOUNT OF MONEY AND SOURCE:

$336,500.00 - 5000-514020-2041-796100-603026 (Grant Funds)
363,500.00 - 6000-613820-2013-197800-603026 (Asset Forfeiture)
$700,000.00 - TOTAL

BACKGROUND/EXPLANATION:

On October 21, 2020, the Board approved and accepted a grant from the Governor’s Office of Crime Control and Prevention awarded to the Department in the amount of $336,500.00. The primary goal of the Baltimore Police Department’s Recruitment and Retention Program is to ensure there are adequate staffing levels of law enforcement officers to provide and improve emergency police services to the citizens of the City. Through this program, the Department will utilize innovative methods to recruit and retain qualified sworn police officers. Funded through this grant, IDFIVE, LLC will provide ongoing consulting services through a targeted marketing campaign to assist the Department in its recruiting efforts.

The Agreement is late because of administrative delays.
MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAS NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Professional Services Agreement with IDFIVE, LLC.
Baltimore Police Department – Professional Services Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Professional Services Agreement with Toms Professional Group, LLC. The period of the agreement is effective upon Board approval through December 31, 2021.

AMOUNT OF MONEY AND SOURCE:

$75,600.00 – 1001-000000-8070-819600-603026

BACKGROUND/EXPLANATION:

One of the provisions of the Consent Decree with the U.S. Department of Justice mandates training for the Department’s Internal Affairs detectives. Specifically, the Consent Decree provides that:

- “Baltimore Police Department will provide all investigators assigned to the Office of Professional Responsibility with at least 40 hours of comprehensive training on conducting employee misconduct investigation.” and

- “The training will be provided by sources both inside and outside of the BPD, in order to ensure the highest training on investigative techniques that are specific to the Baltimore community, and BPD policies, procedures, and disciplinary rules.”

Accordingly, and pursuant to the Consent Decree, the Department has engaged the services of Toms Professional Group, LLC, to prepare and create course materials (including curriculum, lesson
Baltimore Police Department – cont’d

plans and assessment materials) and conduct training for Internal Affairs detectives. This training will cover topics such as investigative steps, intake procedures, interview techniques, and report writing, as well as other topics included in the Public Integrity Bureau Manual.

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Professional Services Agreement with Toms Professional Group, LLC.
OPTIONS/CONDEMNATION/QUICK-TAKES:

<table>
<thead>
<tr>
<th>Owner(s)</th>
<th>Property</th>
<th>Interest</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept. of Housing and Community Development (DHCD) - Options</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Marie Grampp</td>
<td>4735 Park Heights Avenue</td>
<td>G/R</td>
<td>$825.00 $90.00</td>
</tr>
<tr>
<td></td>
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<td></td>
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<tr>
<td>2. S &amp; S Partnership</td>
<td>3105 Woodland Avenue</td>
<td>G/R</td>
<td>$600.00 $90.00</td>
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<tr>
<td></td>
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<td></td>
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</tr>
<tr>
<td>3. Upton Homes, LLC</td>
<td>502 Gold Street</td>
<td>G/R</td>
<td>$880.00 $96.00</td>
</tr>
<tr>
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<tr>
<td>4. Charles Muskin,</td>
<td>506 Gold Street</td>
<td>G/R</td>
<td>$513.00 $56.00</td>
</tr>
<tr>
<td>Trustee of the</td>
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<td></td>
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<tr>
<td>Residuary Trust</td>
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<tr>
<td>Under the Last</td>
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<td></td>
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<tr>
<td>Will and Testament</td>
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<tr>
<td>of Israel Braverman,</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>deceased</td>
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</tbody>
</table>

Funds are available in account 9910-903183-9588-900000-704040, Park Heights Major Redevelopment.

Funds are available in account 9910-903183-9588-900000-704040, Park Heights Major Redevelopment.

Funds are available in account 9904-918051-9127-900000-704040, BGN Druid Square Park, Druid Square/Cab Callaway Square.

Funds are available in account 9904-918051-9127-900000-704040, BGN Druid Square Park, Druid Square/Cab Callaway Square.
OPTIONS/CONDEMNATION/QUICK-TAKES:

<table>
<thead>
<tr>
<th>Owner(s)</th>
<th>Property</th>
<th>Interest</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>DHCD - Options - cont’d</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5. Ashland, LLC</td>
<td>2233 Division Street</td>
<td>G/R</td>
<td>$550.00</td>
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<td></td>
<td></td>
<td></td>
<td>$60.00</td>
</tr>
<tr>
<td>Funds are available in account 9904-918051-9127-900000-704040, BGN Druid Square Park, Druid Square/Cab Callaway Square.</td>
<td></td>
<td></td>
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<tr>
<td>6. Ira Oring and Nancy Oring</td>
<td>143 S. Calverton Street</td>
<td>Sub-G/R</td>
<td>$256.00</td>
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<td></td>
<td></td>
<td></td>
<td>$28.00</td>
</tr>
<tr>
<td>Funds are available in account 9904-912058-9127-900000-704040, BGN Rachel Wilson Park, Green Network Acquisitions for Rachel Wilson Park.</td>
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</tbody>
</table>

In the event that the option agreement/s fail/s and settlement cannot be achieved, the Department requests the Board’s approval to purchase the interest in the above property/ies by condemnation proceedings for an amount equal to or lesser than the option amounts.

DHCD - Condemnations

<table>
<thead>
<tr>
<th>Owner(s)</th>
<th>Property</th>
<th>Interest</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Susie Shepherd, Joan Shepherd, Joyce Shepherd, and Daniel Shepherd</td>
<td>1214 E. Preston Street</td>
<td>F/S</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>Funds are available in account 9910-904177-9588-900000-704040, Acquisition and Relocation, Preston Street.</td>
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</tr>
</tbody>
</table>
OPTIONS/CONDEMNATION/QUICK-TAKES:

<table>
<thead>
<tr>
<th>Owner(s)</th>
<th>Property</th>
<th>Interest</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>DHCD – Condemnations</td>
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</tr>
<tr>
<td>8. James E. Cann</td>
<td>1218 E. Preston Street</td>
<td>L/H</td>
<td>$4,100.00</td>
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<td></td>
<td></td>
<td>Funds are available in account 9910-904177-9588-900000-704040, Acquisition and Relocation, Preston Street.</td>
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</tr>
<tr>
<td>9. Luvinston Breckenridge</td>
<td>1220 E. Preston Street</td>
<td>F/S</td>
<td>$4,900.00</td>
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<tr>
<td></td>
<td></td>
<td>Funds are available in account 9910-904177-9588-900000-704040, Acquisition and Relocation, Preston Street.</td>
<td></td>
</tr>
<tr>
<td>10. Mt. Olive United Free Will Baptist Church</td>
<td>811 W. Saratoga Street</td>
<td>F/S</td>
<td>$130,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Funds are available in account 9910-903195-9855-900000-704040, Poe Homes, Poe Homes Expansion.</td>
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</tr>
<tr>
<td>DHCD – Redemption</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>11. Joseph B. Goldsborough</td>
<td>1014 N. Carrollton Avenue</td>
<td>G/R</td>
<td>$280.00</td>
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<tr>
<td></td>
<td></td>
<td>Funds are available in account 9910-905640-9588-900000-704040, Whole Block Demo, FY17 CORE Demolition.</td>
<td></td>
</tr>
</tbody>
</table>

UPON MOTION duly made and seconded, the Board approved and authorized the foregoing Options, Condemnations, Redemptions, and Quick-takes.
Department of Transportation – Amendment No. 3 to Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Amendment No. 3 to Agreement for Project 1191 On-Call Consultant Services for Federal Aid Resurfacing and Reconstruction Projects with Whitman, Requardt and Associates, LLP. The amendment extends the agreement’s expiration date to November 18, 2022.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On November 19, 2014, the Board approved the original three-year Agreement in the amount of $3,000,000.00 with Whitman, Requardt, and Associates, LLP, which provided for engineering design services that would include reconstruction, resurfacing streetscapes, developing roadway alignment, Americans with Disabilities Act (ADA) pedestrian facilities, drainage improvements, street lighting, electric duct banks traffic signal design, water, and wastewater, signing and pavement markings, traffic control, erosion and sediment control, surveys, landscaping, planning, project scope development, environmental site assessments, National Environmental Policy Act (NEPA) clearance and other engineering-related tasks with the project.

On December 13, 2017, the Board approved Amendment No. 1 for a one-year time extension to continue design services for various projects.
Department of Transportation – cont’d

On November 14, 2018, the Board approved Amendment No. 2 for a two-year time extension and increased the upset limit by $1,000,000.00 to continue to provide design and construction phase services for Transportation Engineering and Construction projects. The Department is now requesting an additional two-year time extension and increase to the upset limit by $1,000,000.00 to continue to provide design and construction phase services for Transportation Engineering and Construction projects. The Department is now requesting an additional two-year time to provide continued services on ongoing projects. This approval will result with a revised expiration date of November 18, 2022.

DBE PARTICIPATION:

Whitman, Requardt and Associates, LLP., will comply with Article 5, Subtitle 28 of the Baltimore City Code and MBE and WBE goals established in the original agreement.

DBE: 25.00%

The Consultant at this time has achieved 30.00% of the DBE goal.

AUDITS NOTED THE TIME EXTENSION

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment No. 3 to Agreement for Project 1191 On-Call Consultant Services for Federal Aid Resurfacing and Reconstruction Projects with Whitman, Requardt and Associates, LLP.
Department of Transportation - Amendment No. 3 to Memorandum of Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Amendment No. 3 for Project 1191, On-Call Consultant Services for Federal Aid Resurfacing and Reconstruction Projects with Rummel, Klepper & Kahl, LLP. The amendment extends the agreement’s expiration date to November 18, 2022.

AMOUNT OF MONEY AND SOURCE:

$500,000.00 - increase in upset limit

BACKGROUND/EXPLANATION:

On November 19, 2014, the Board approved the original three-year Agreement in the amount of $3,000,000.00, with Rummel, Klepper & Kahl, LLP, which provided for engineering design services that would include reconstruction, resurfacing streetscapes, developing roadway alignment, Americans with Disabilities Act (ADA) pedestrian facilities, drainage improvements, street lighting, electric duct banks, traffic signal design, water, and wastewater, signing and pavement markings, traffic control, erosion and sediment control, surveys, landscaping, planning, project scope development, environmental site assessments, National Environmental Policy Act (NEPA) clearance and other engineering-related tasks with the project.

On December 13, 2017, the Board approved Amendment No. 1 for a one-year time extension to continue design services for various projects. On November 14, 2018, the Board approved Amendment No. 2 for a two-year time extension and increase to the upset limit by
Department of Transportation – cont’d

$1,000,000.00 to continue to provide design and construction phase services on ongoing design projects. This approval will result in a revised expiration date of November 18, 2022, and an upset limit of $4,500,000.00.

**DBE PARTICIPATION:**

Rummel, Klepper & Kahl, LLP will comply with Article 5, Subtitle 28 of the Baltimore City Code and MBE and WBE goals established in the original agreement.

**DBE:** 25%

The Consultant at this time has achieved 19% of the DBE goal. However, the Consultant has the capacity to meet the remaining goals.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS NOTED THE TIME EXTENSION AND INCREASE IN UPSET LIMIT AND WILL REVIEW TASK ASSIGNMENTS.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment No. 3 for Project 1191, On-Call Consultant Services for Federal Aid Resurfacing and Reconstruction Projects with Rummel, Klepper & Kahl, LLP.
ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Memorandum of Understanding (MOU) with City Life – Community Builders, LTD. The period of the Memorandum of Understanding is effective upon Board approval and will remain in effect for two years, renewable for an additional two years.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

City Life – Community Builders, LTD has submitted plans and a valid petition for the installation of right-of-way art on E. Chase Street and N. Chester Street.

The MOU establishes the framework for the Organization to install right-of-way art (the “Placemaking Elements”) at specified locations at E. Chase Street and N. Chester Street, all at its sole cost and subsequently for the Organization to perform ongoing maintenance of all aspects of the Project during the term of the agreement. The Placemaking Elements shall be owned solely by the City, and nothing in this MOU shall confer upon the Organization any right, title, or interest in the Placemaking Elements other than as expressly provided in this MOU.

MBE/WBE/DBE PARTICIPATION:

Not a competitive procurement item. The Organization is paying for all costs.
Department of Transportation - cont’d

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding with City Life - Community Builders, LTD.
ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Memorandum of Understanding (MOU) with the Johns Hopkins University (JHU). The period of the memorandum of understanding is effective upon Board approval and will remain in effect for five years, renewable for an additional five years.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

Johns Hopkins University has submitted plans and a valid petition for the installation of the right-of-way art owned by the City and maintained by the JHU, consisting of the placement of community signs at specific locations on E. 33rd and St. Paul Street.

The attached MOU establishes the framework for the JHU to install community signs, all at its sole cost, and subsequently for the Organization to perform ongoing maintenance of all aspects of the Project during the term of the agreement. The Project will be owned solely by the City, and nothing in this MOU will confer upon the Organization any right, title, or interest in the Project other than as expressly provided in this MOU.

MBE/WBE/DBE PARTICIPATION:

Not a competitive procurement item. The Organization is paying for all costs.
Department of Transportation – cont’d

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding with the Johns Hopkins University. The Mayor ABSTAINED. The President ABSTAINED.
Department of Transportation – Amendment No. 1 to Memorandum of Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Amendment No.1 to the Memorandum of Agreement Regarding the Replacement of the Wilkens Ave. Bridge over Gwynns Falls with the Federal Highway Administration (FHWA), the Department of Transportation (DOT), State Highway Administration (SHA), and the Maryland State Historic Preservation Officer (MD SHPO) to allow for a time extension. The period of the agreement is effective upon Board approval.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On May 13, 2015, the Board approved a Memorandum of Agreement Regarding the Replacement of the Wilkens Ave. Bridge over Gwynns Falls and to update the approaching roads on both sides.

In summary, the Undertaking has not been implemented, and stipulations in the agreement remain unfulfilled. The Undertaking is now scheduled to begin in the Summer of 2021, and this amendment extends the use of the agreement for an additional five years.

The parties desire to amend the original Memorandum of Agreement due to it will expire if the terms are not carried out within five years from the date of executing Amendment No. 1. Prior to such time, FHWA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation V.
UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment No.1 to the Memorandum of Agreement Regarding the Replacement of the Wilkens Ave. Bridge over Gwynns Falls with the Federal Highway Administration, the Department of Transportation, State Highway Administration, and the Maryland State Historic Preservation Officer to allow for a time extension.
Department of Transportation – Task Assignment

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the assignment of Task No. 019 to KCI Technologies, Inc. under Project 1225, On-Call Consultant Services for Resurfacing and Reconstruction Projects. The period of this task is approximately nine months.

**AMOUNT OF MONEY AND SOURCE:**

$254,566.25 – 1001-000000-5015-382300-603051

**BACKGROUND/EXPLANATION:**

This authorization provides for the 2020-2021 snow season, snow support, City Works Updates and Enhancements, ELM Data Updates, On-Site Event Support, IT infrastructure analysis and management/administrative support, and On-Call City Works support.

**MBE/WBE PARTICIPATION:**

The Consultant will comply with Article 5, Subtitle 28 of the Baltimore City Code, and the 27% MBE and 10% WBE goals assigned to the original agreement.

Although the Consultant has not met the MBE goal of 27%, they achieved a goal of 22%, and there remains enough capacity to meet the goal. The Consultant has not met the WBE goal of 10%, they achieved a WBE goal of 3% and there remains enough capacity to meet the goal.

**THE EAR WAS APPROVED BY MWBOO ON OCTOBER 9, 2020.**

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.**
Department of Transportation – cont’d

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 019 to KCI Technologies, Inc. under Project 1225, On-Call Consultant Services for Resurfacing and Reconstruction Projects.
Department of Transportation – Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 7 to Wallace Montgomery & Associates, LLP under Project 1257, On-Call Conduit Infrastructure Design Services. The period of this task is six months.

AMOUNT OF MONEY AND SOURCE:

$108,819.85 – 2024-000000-5480-395700-603026

BACKGROUND/EXPLANATION:

This authorization provides for structural engineering analysis and assessment to support the Distributed Antenna System (DAS) and Small Cell Installation Program. Consultant will review structural calculations submitted by program applicants on behalf of the City.

MBE/WBE PARTICIPATION:

The Consultant will comply with Article 5, Subtitle 28 of the Baltimore City Code and the 27% MBE and 10% WBE goals established in the original agreement.

DBE: 25.00%

The Consultant has achieved 7% of the MBE and 0% of the WBE goal at this time. However, they have the capacity to meet the remaining goals.
Department of Transportation – cont’d

THE EAR WAS APPROVED BY MWBOO ON OCTOBER 9, 2020.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 7 to Wallace Montgomery & Associates, LLP under Project 1257, On-Call Conduit Infrastructure Design Services.
Department of Public Works – Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Agreement with Ross Technical Services, Inc. The period of the agreement is from October 12, 2020 through December 14, 2020.

**AMOUNT OF MONEY AND SOURCE:**

$13,475.00 - 2070-000000-5501-630004-603020
13,475.00 - 2070-000000-5501-396404-603020
13,475.00 - 2070-000000-5501-396904-603020
$40,425.00

**BACKGROUND/EXPLANATION:**

The Baltimore City Joint Apprenticeship Program requires that apprentices assigned to the Waste Water Treatment Plants of Baltimore City be provided with 160 hours of classroom instruction for each year of the three years that they are employed to successfully complete the Waste Water Treatment Technician Apprenticeship Program.

Ross Technical Services Inc. has an extensive background in Waste Water Treatment Training and has provided a custom curriculum that enables the apprentices to be exposed to the technical requirements of the program as they relate to the actual work environment of a Water and Wastewater Treatment Plant.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**
Department of Public Works - cont’d

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Agreement with Ross Technical Services, Inc.
Department of Public Works/Office – Full Release of Retainage of Engineering and Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Full Release of Retainage to R. E. Harrington Plumbing & Heating Co., WC1356 AMI/R, Urgent Need Metering Infrastructure Repair & Replacement – Various Locations (up to 2” water service). The release of retainage is effective upon Board approval.

AMOUNT OF MONEY AND SOURCE:

$199,729.08 – 9960-906600-9557-000000-200001

BACKGROUND/EXPLANATION:

R. E. Harrington Plumbing & Heating Co. as of July 31, 2019, has completed 100% of all work for WC1356 AMI/R, Urgent Need Metering Infrastructure Repair & Replacement – Various Locations (up to 2” water service). The Contractor has requested a Release of Retainage for $199,729.08. Currently, the City is holding $199,729.08 in retainage for the referenced project, and the Contractor is requesting the full amount of retainage. The remaining amount will be $0.00 since this project is beyond warranty, and there are no outstanding issues. Final acceptance has been issued.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Full Release of Retainage to R. E.
Department of Public Works/Office – cont’d
of Engineering and Construction

Harrington Plumbing & Heating Co., WC1356 AMI/R, Urgent Need
Metering Infrastructure Repair & Replacement – Various Locations
(up to 2” water service).
Department of Public Works/Office – Partial Release of Retainage of Engineering and Construction

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Partial Release of Retainage to SAK Construction, LLC, for SC920, Improvements to Gwynns Falls Sewershed Collection System Area A. The release of retainage is effective upon Board approval.

**AMOUNT OF MONEY AND SOURCE:**

$764,625.25 - 9956-904623-9551-000000-200001

**BACKGROUND/EXPLANATION:**

SAK Construction, LLC, as of October 18, 2018, has completed 100% of all work for SC920 Improvements to Gwynns Falls Sewershed Collection System - Area A. The Contractor has requested a Release of Retainage for $764,625.25. Currently, the City is holding $864,625.25 in retainage for the referenced project, and the Contractor is requesting to reduce the amount of retainage to $100,000.00. The warranty period for this contract ended on February 12, 2020.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Partial Release of Retainage to SAK Construction, LLC, for SC920, Improvements to Gwynns Falls Sewershed Collection System Area A.
Department of Public Works/Office - Partial Release of Retainage of Engineering and Construction

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Partial Release of Retainage to Metra Industries for WC1388, Urgent Need Infrastructure Rehabilitation and Improvements Phase III-FY19. The release of retainage is effective upon Board approval.

**AMOUNT OF MONEY AND SOURCE:**

$156,986.14 – 9960-902988-9557-000000-200001

**BACKGROUND/EXPLANATION:**

Metra Industries, as of December 28, 2019, has completed 100% of all work for Water Contract 1388 Urgent Need Infrastructure Rehabilitation and Improvements Phase III-FY19. The Contractor has requested a Partial Release of Retainage for $156,986.14. Currently, the City is holding $174,429.05 in retainage for the referenced project, and the Contractor is requesting to reduce the amount of Retainage to $17,442.91. The remaining amount of $17,442.91 is sufficient to protect the interest of the City.

**APPROVED FOR FUNDS BY FINANCE**

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Partial Release of Retainage to Metra Industries for WC1388, Urgent Need Infrastructure Rehabilitation and Improvements Phase III-FY19.
Department of Public Works - Expenditure of Funds

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the expenditure of funds for the City’s membership dues to the Association of Metropolitan Water Agencies (AMWA).

**AMOUNT OF MONEY AND SOURCE:**

$16,437.00 - 2071-000000-5541-398600-603022

**BACKGROUND/EXPLANATION:**

The Association of Metropolitan Water Agencies (AMWA) is an organization of the largest publicly owned drinking water systems in the United States. The association represents the interests of these water systems by working with Congress and federal agencies to ensure federal laws and regulations that protect public health and are cost-effective. In the realm of utility management, AMWA provides programs, publications, and services to help water supplies be more effective, efficient, and successful.

AMWA dues are based on the population served. As the Baltimore City Water Utility serves a population of approximately 1.8 million, the dues are $16,437.00 and cover January 1, 2021 through December 31, 2021. The only named member and contact person for this membership is Acting Director Matthew W. Garbark. The membership does cover the entire agency, Department of Public Works.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**
Department of Public Works – cont’d

UPON MOTION duly made and seconded, the Board approved the expenditure of funds for the City’s membership dues to the Association of Metropolitan Water Agencies.
Mayor’s Office of Homeless Services - Agreements

The Board is requested to approve and authorize execution of the various agreements.

1. **PROJECT PLASE, INC.**
   
   $1,192,659.00
   
   Account: 4000-407019-3573-803500-603051

   The City has received a U.S. Department of Housing and Urban Development Grant to undertake the Continuum of Care Grant Program. As a sub-recipient, Project Plase, Inc. will utilize the funds to provide rental assistance and supportive services to 60 individuals and/or families experiencing homelessness in the city of Baltimore. Ten of the 60 clients serviced under this agreement will be dedicated to veteran individuals and/or families. Project Plase, Inc. will offer services under their Veteran PSH Program. The period of the agreement is October 1, 2020 through September 30, 2021.

   The agreement is late because of a delay at the administrative level.

   **MWBOO GRANTED A WAIVER ON AUGUST 11, 2020.**

   **AUDITS REVIEWED AND HAD NO OBJECTION.**

2. **MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**
   
   $2,261,500.00
   
   Account: 5000-529121-3571-327200-405001

   The Mayor’s Office of Homeless Services has been awarded funds under the Homeless Solutions Program operated by the Maryland Department of Housing and Community Development. Through this program, sub-recipients will provide and operate housing assistance and/or supportive services to homeless individuals and families experiencing homelessness in the City of Baltimore. The period of the agreement is July 1, 2020 through December 31, 2021.
The grant agreement is late because the grant award was received untimely.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing agreements.
Mayor’s Office of Homeless Services – Amendment to Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an Amendment to Agreement with Union Baptist Church-School, Inc. The period of the agreement is July 1, 2020 through June 30, 2021.

**AMOUNT OF MONEY AND SOURCE:**

$111,931.00 - 4000-486321-1772-516000-603051

**BACKGROUND/EXPLANATION:**

On July 22, 2020, the Board approved a federal Notice of Award for Head Start services from the U.S. Department of Health and Human Services in the amount of $7,751,224.00. On September 2, 2020, the Board accepted an additional $667,015.00 as Amendment No. 1 to the Notice of Award. On September 16, 2020, funding advances were awarded to Union Baptist Church-School, Inc. in the amount of $253,456.00.

On September 23, 2020, the Board approved an Agreement with Union Baptist Church-School, Inc. to provide Head Start services for 175 children and families from July 1, 2020 through June 30, 2021, in accordance with all applicable federal, state, and local regulations for a total amount of $1,520,736.00.

This amendment to agreement is necessary to provide an additional $111,931.00, to address the additional requirements to support the Head Start Program operations during the COVID-19 pandemic. The new total of the grant award is $1,632,667.00.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**
Mayor’s Office of Homeless Services – cont’d

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment to Agreement with Union Baptist Church-School, Inc.
INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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<td>Bureau of Procurement</td>
<td>$ 0.00</td>
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1. LEVEL 3 COMMUNICATIONS, LLC

   Contract No. 140AN-TISA2013-0116 (under MiCTA) - Telecommunications Master Service Agreement - Municipal Telephone Exchange - P.O. No.: P537894

   On December 7, 2016, the Board approved the initial award in the amount of $450,000.00. The award contained two renewal options. On November 6, 2019, the Board approved the first renewal in the amount of $0.00. This final renewal in the amount of $0.00 is for the period December 8, 2020 through December 7, 2021. The above amount is the City’s estimated requirement.

   It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

   **MBE/WBE PARTICIPATION:**

   Not applicable. This is a cooperative contract. Pursuant to Baltimore City Code Article 5, Subtitle 28, the Contract requires the Vendor to make every good faith effort to utilize Minority and Women’s Business Enterprises as subcontractors and suppliers whenever possible, if subcontractors are used.
INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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2. AMERICAN OFFICE
   EQUIPMENT CO.
   MDM OFFICE SYSTEMS,
   INC. d/b/a
   STANDARD OFFICE SUPPLY
   AMERICAN DESIGN
   DOURON, INCORP.
   RUDOLPH’S OFFICE AND
   COMPUTER SUPPLY, INC.
   $1,430,905.00 Renewal

Contract No. 2015-42 Furniture (Office, School, Library, etc.) and Equipment - Agencies: Various - P.O. Nos.: P548849, P535414, P535365, P535372 and P535410

On April 27, 2016, the Board approved the initial award in the amount of $4,000,000.00. The award contained seven 1-year renewal options. Subsequent actions have been approved. This third renewal in the amount of $1,430,905.00 is for the period January 1, 2021 through December 31, 2021, with four 1-year renewal options remaining. The above amount is the City’s estimated requirement.

MBE/WBE PARTICIPATION:

On April 23, 2015, MWBOO originally set goals of 5% MBE and 0% WBE. On July 28, 2019, MWBOO found the goals established for the contract are voluntary as there is no binding language in the Howard County contract with establishing MBE/WBE goals. Therefore, MWBOO cannot determine compliance.
### INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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<td>3. <strong>SELEX ES, INC.</strong></td>
<td><strong>$ 6,000.00</strong></td>
<td><strong>Increase</strong></td>
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<tr>
<td>Contract No. 08000 - Fixed License Plate Readers - Baltimore Police Department - P.O. No.: P550038</td>
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On January 2, 2020, the City Purchasing Agent approved the initial award in the amount of $12,234.00. The award contained renewal options. On July 14, 2020, the City Purchasing Agent approved a renewal in the amount of $12,234.00. This increase in the amount of $6,000.00 is necessary to add additional readers. This increase will make the award amount $30,468.00. The contract expires on October 16, 2021. The above amount is the City’s estimated requirement.

**MBE/WBE PARTICIPATION:**

Not applicable. The initial award is under the MWBOO threshold of $50,000.00.

| 4. **UNIVAR USA, INC.** | **$1,400,000.00** | **Increase** |
| BRENNTAG NORTHEAST, INC. | Contract No. B50004593 - Sodium Hydroxide (Caustic Soda) Solution - Department of Public Works - Water and Wastewater - P.O. Nos.: P536252 and P536253 | |

On July 13, 2016, the Board approved the initial award in the amount of $700,000.00. The award contained four renewal
INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR                      AMOUNT OF AWARD      AWARD BASIS

Bureau of Procurement – cont’d

options. Subsequent actions have been approved and four renewals have been exercised. This increase in the amount of $1,400,000.00 is necessary to meet the process requirements at wastewater treatment plants. This is an increase of a competitively bid requirements contract. This increase will make the award amount $3,550,000.00. The contract expires on July 14, 2021. The above amount is the City’s estimated requirement.

MBE/WBE PARTICIPATION:

On May 4, 2016, MWBOO determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER ON MAY 4, 2016.

5. THE TARGET SHOP, LLC  $ 24,795.00  Increase

On July 5, 2019, the City Purchasing Agent approved the initial award in the amount of $20,259.00. On May 21, 2020, the City Purchasing Agent approved the first renewal in the amount of $4,700.00. This increase in the amount of $24,795.00 is necessary to provide the Police Department with additional funding to supply paper target for the training of cadets and requalification of sworn officers. This increase will make the award amount $49,754.00. The contract expires on June 25, 2022. The above amount is the City’s estimated requirement.
INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR         AMOUNT OF AWARD      AWARD BASIS

Bureau of Procurement - cont’d

**MBE/WBE PARTICIPATION:**

Not applicable. The initial award was under the MWBOO threshold of $50,000.00.

6. **DEMOUSA, INC.** $250,000.00 Increase

Contract No. B50004582 - Services for Debris Cleanup in Middle Branch, Canton and Fells Point - Department of Public Works - Bureau of Solid Waste - P.O. No.: P535768

On June 8, 2016, the Board approved the initial award in the amount of $164,103.00. The award contained four renewal options. Subsequent actions have been approved. This increase is necessary to procure waterway cleaning services on an ongoing basis throughout the year rather than just seasonally as has been done currently. This increase will make the award amount $1,364,103.00. The contract expires on June 7, 2021. The above amount is the City’s estimated requirement.

**MBE/WBE PARTICIPATION:**

On March 29, 2016, it was determined that no goals would be set because there is no opportunity to segment the contract.

**APPROVED GRANTED A WAIVER ON MARCH 29, 2016.**
### INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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7. DONALD B. RICE  
   TIRE COMPANY, INC.  
   MCCARTHY TIRE SERVICE  
   COMPANY OF MARYLAND, INC.  
   INC.  
   **$3,500,000.00**  
   Increase  
   Contract No. B50005504 - Vehicle Tires: Cares, Trucks and Heavy Equipment - Department of General Services - P.O. Nos.: P547525 and P547526  
   On March 13, 2019, the Board approved the initial award in the amount of $1,853,394.56. On May 27, 2020, the Board approved a ratification in the amount of $570,999.45. This increase is necessary because funds have nearly been depleted and the increase is required to continue to purchase tires for the vehicles and equipment in the City’s fleet. This increase will make the award amount $5,924,394.01. The contract expires on April 30, 2022. The above amount is the City’s estimated requirement.  

**MBE/WBE PARTICIPATION:**  
On June 21, 2018, MWBOO determined no goals would be set for the contract because of no opportunity to segment the contracts.  

**MWBOO GRANTED A WAIVER ON JUNE 21, 2018.**  

8. INTUITIVE CONTROL  
   SYSTEMS, LLC t/a ALL TRAFFIC SOLUTIONS  
   **$ 72,562.50**  
   Non-competitive/Procurement/Sole Source  
   Contract No. 08000 - Traffic Suite for Speed Sentry Units - Department of Transportation- Req. No. R862541  
   This request meets the condition that there is no advantage in seeking competitive responses.
INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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**STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT:**

The Vendor’s All Traffic Suite Access and equipment are unique to the City’s Traffic Data Reporting system that allows the Department of Transportation to manage the speed sentry units. The period of the award is September 20, 2020 through September 19, 2022. The above amount is the City’s estimated requirement.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

**MBE/WBE PARTICIPATION:**

Not applicable. This meets the requirement for certification as a sole source procurement as these commodities are only available from the distributor and are not available from subcontractors.

9. **KOLS CONTAINERS**

- **Non-competitive/Procurement/Selected Source**
- Contract No. 06000 - Sample Containers for Collection of NPDES Sampling - Department of Public Works - Req. No.: R852026

This request meets the condition that there is no advantage in seeking competitive responses.
INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT:

Vendors were solicited by posting on CitiBuy. On May 1, 2020, B50006047 was opened. No bids were received. The award is recommended to the Vendor who is the most current, is local to Baltimore and is familiar with the Department of Public Works needs and procurement process. The above amount is the City’s estimated requirement.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MBE/WBE PARTICIPATION:

Not applicable. The initial award was below MBE/WBE subcontracting threshold.

10. CLEAN FUELS ASSOCIATES, INC. $ 0.00 Extension


On October 15, 2014, the Board approved the initial award in the amount of $260,000.00. The award contained one renewal option. Subsequent actions have been approved and sole renewal has been exercised. An extension is necessary to continue fuel testing and inspection of fuel facilities for the Department.
INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR  AMOUNT OF AWARD  AWARD BASIS

Bureau of Procurement – cont’d

of General Services, Fleet Division while additional time is needed to finalize new solicitation B50005994 for advertisement and award. The period of the extension is January 1, 2021 through June 30, 2021. The above amount is the City’s estimated requirement.

MBE/WBE PARTICIPATION:

On August 1, 2014, MWBOO determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER ON AUGUST 1, 2014.

11. FIRST CALL
MILLENIUM 2 INC.
SECOND CALL
SMITH AUTO SERVICE,
INC.

$ 0.00  Extension

Contract No. B50004167 - Vehicle Glass Repair and Installation Service - Department of General Services, Fleet Management - P.O. Nos.: P533675 and P533676

On October 28, 2015, the Board approved the initial award in the amount $200,00.00. The award contained two renewal options. Subsequent actions have been approved and two renewals have been exercised. An extension is necessary to continue vehicle glass repair and installation for the Department of General Services. A competitive bidding process is being initiated to
INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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have a new contract in place. The period of the extension is December 1, 2020 through May 31, 2021. The above amount is the City’s estimated requirement.

**MBE/WBE PARTICIPATION:**

On May 12, 2015, it was determined that no goals would be set because of no opportunity to segment the contract.

**MWBOO GRANTED A WAIVER ON MAY 12, 2015.**

12. ACME AUTO LEASING,

LLC $ 35,000.00 Extension
Contract No. B50001886 - Vehicle Leasing - Baltimore Police Department - P.O. No.: P519341

On January 18, 2012, the Board approved the initial award in the amount of $372,018.00. The award contained two renewal options. Subsequent actions have been approved, and two renewals have been exercised. An extension is necessary to continue vehicle leasing services for various City agencies while a new Solicitation B50005715 is awarded. The period of the extension is June 30, 2020 through December 31, 2020.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.
# INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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**MBE/WBE PARTICIPATION:**

On March 25, 2011, it was determined that no goals would be set because of no opportunity to segment the contract. This contract requires that vehicles are serviced under current fleet maintenance/repair contracts.

**MWBOO GRANTED A WAIVER ON MARCH 25, 2011.**

Upon motion duly made and seconded, the Board approved and authorized execution of the foregoing Informal Awards, Renewals, Increases to Contracts, and Extensions.
Department of Finance – PILOT Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the submitted Payment in Lieu of Taxes (the “PILOT Agreement”) for the 520 Somerset/525 Aisquith Apartments, aka Somerset Phase II.

**AMOUNT AND SOURCE OF FUNDS:**

No City funds are requested at this time, and the PILOT will have no impact on City revenue.

**BACKGROUND/EXPLANATION:**

520 Somerset/525 Aisquith Apartments is the second phase of a nine-phase project and is a component of the Perkins Somerset Old Town (the “PSO”) Transformation plan, which includes the redevelopment of Perkins Homes. The planned new construction of the 520 Somerset/525 Aisquith Apartments is on the site of the former public housing development known as Somerset Homes, which is currently vacant and is owned by the Housing Authority of Baltimore City (the “HABC”).

When complete, the PSO Transformation plan is expected to result in the replacement of approximately 629 public housing units. Overall, approximately 1,345 new mixed-income units will be created, comprised of 652 deeply subsidized public housing-like units, 276 additional tax credit affordable housing units, and approximately 417 market-rate rental units.

Somerset Phase II represents the continuation and growth of the PSO Transformation. The first phase of the PSO Transformation (1234 McElderry Apartments) received approval from the Board for a PILOT
Department of Finance – cont’d

on May 2, 2019, which allowed the project to move forward and is now under construction and scheduled for completion by May 2021.

The newly constructed Somerset Phase II is a “twinning” project (9% and 4% LIHTC’s) that will consist of 196 mixed-income units and will encompass two separately financed structures – 520 Somerset Apartments and 525 Aisquith Apartments.

520 Somerset Apartments will consist of the new construction of 69 of which 56 units will be affordable up to 80% of the Area Median Income (the “AMI”), adjusted for family size, and 13 units that will be market-rate units. Of the 56 affordable units, 44 units will be replacement public housing RAD/PBV units and will be subject to a 20-year Project-Based Rental Assistance contract. There will also be approximately 2,400 square feet of ground-floor retail. The four-story building will include a below grade level parking garage and shared amenities.

525 Aisquith Apartments is a 127-unit residential project that will include 56 public housing replacement units (RAD/PBV), 48 unassisted LIHTC units, and 23 market-rate units. The four-story building will include a below-grade parking garage.

**PILOT REQUEST:**

Mission First Housing Development Corporation in conjunction with the Henson Development Company (the “Developer”), has requested a Payment in Lieu of Taxes (the “PILOT”) to assist the project. Staff from the Department of Housing and Community Development (“DHCD”) and HABC undertook an analysis of the proposed PILOT based on three criteria: (a) is the PILOT necessary to preserve or create affordable housing; (b) does the PILOT need the subsidy to proceed; and (c) did the developer actively seek other sources of funding or subsidy before requesting the PILOT. The DHCD and the HABC
Department of Finance – cont’d

review of information provided by the Developer indicates this Project meets the above-described criteria and that the Project will be unable to move ahead unless a PILOT is approved.

RECOMMENDATION:

The Project was reviewed and approved by the Low-Income Housing Committee to provide a PILOT for the residential and the garage components of the Project. The Developer agrees to pay to the City, in lieu of the ordinary Baltimore City and State of Maryland ordinary real estate taxes upon the project effective from the date the Owner acquires the Project which date the Owner shall document by a letter sent to the City (the “Commencement Date”) through June 30, 2020; and for the fiscal year beginning July 1, 2021, and for each year thereafter, until the obligations of the City to accept negotiated payments provided in the Pilot Agreement shall cease under the provisions hereof, an amount determined as follows: a) for the LTA units, 10% of the tenant portion of the rent (“Shelter Rent”), and (b) for all other units including the remaining 160 income-restricted units and the 36 Market Rate Units, 10% of the rent (“Unrestricted Rent”) in each case based on the Rental Schedule beginning on the Commencement Date and continuing until the obligations of the City to Accept negotiated payments provided in this PILOT Agreement shall cease under the provisions hereof.

The retail space is not included in the proposed PILOT and will pay taxes based on the full assessed value. Given the need for affordable housing in the City, the Low-Income PILOT Committee believes that the PILOT is necessary to support both the capital and operating needs of the project. The Project qualifies for a
PILOT under Section 12-104 of the Housing and Community Development Article of the Annotated Code of the State of Maryland since an HABC related entity is a partner in the legal structure and that entity owns the underlying fee simple interest in the property subject to a long-term ground lease. The property at present is vacant land, which does not pay any real estate taxes since it is owned by HABC.

**MBE/WBE PARTICIPATION**

Per HABC, the HABC MBE and Section 3 Policy are attached to the PILOT Agreement.

UPON MOTION duly made and seconded, the Board approved the submitted Payment in Lieu of Taxes (the “PILOT Agreement”) for the 520 Somerset/525 Aisquith Apartments, aka Somerset Phase II.
ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Third Amendment to Agreement with SMG.

AMOUNT OF MONEY AND SOURCE:

$750,000.00 – Baltimore Arena Reduction in Revenues

The City would waive a guaranteed $750,000.00 in FY21. Further, the cash position of the Baltimore Arena could be reduced by up to $991,948.00 as a City contribution to mitigate the losses from SMG’s operation of the Arena in FY21.

BACKGROUND/EXPLANATION:

The City solicited a Request for Proposals for Baltimore Arena Title Sponsorship, Advertising, Manage and Operate B50002463 by which the City awarded a Revenue Agreement to SMG. The period of the agreement is January 1, 2013 through December 31, 2022. Per the Revenue Agreement, SMG guarantee’s a “Net Annual Operating Profit” of $750,000.00 and is responsible for any “Net Annual Operating Loss” for the operations of the Arena.

On March 5, 2020, the Governor of Maryland proclaimed a state of emergency and catastrophic health emergency due to the novel coronavirus (COVID-19). On or about March 18, 2020, the Mayor of Baltimore declared a state of emergency for Baltimore City due to the public health emergency created by COVID-19. Both State and City emergencies are still in effect. The Arena has been closed to the public due to the COVID-19.
Department of Finance – cont’d

SMG has taken actions to mitigate the adverse financial impact of COVID-19, but even so has lost revenues due to the cancellation of performances at the Arena in FY20 (July 1, 2019 – June 30, 2020) and in FY21 (July 1, 2020 – June 30, 2021). Due to the financial impact of COVID-19 and the continuing loss of revenues, in a letter dated June 19, 2020, SMG requested the City to

(a) waive SMG’s guarantee to the City of a Net Annual Operating Profit of $750,000.00 in FY21, and

(b) for the City to cover SMG’s Net Annual Operating Loss estimated then at $416,577.00 and since revised to $991,948 in FY21.

The Director of Finance is willing to approve financial assistance for SMG under certain conditions as written in the Third Amendment. Some of these conditions are:

(1) the cash position of the Arena should not fall below $600,000.00 in FY21, and

(2) SMG will forgo its management fee for FY20 estimated at $223,480.00 until the first hosted event at the Arena in FY21.

**MBE/WBE PARTICIPATION**

SMG will follow the goals set by MWBOO under the Revenue Agreement of 8% MBE and 3% WBE.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Third Amendment to Agreement with SMG.
Fire Department – No-Cost Amendments to Employment Agreements

The Board is requested to approve and authorize execution of the various no-cost Amendments to Employment Agreements for staff of the Office of Emergency Management. This office has a small staff, several of whom are contractual individuals in leadership roles in their office.

Their jobs require them to participate in meetings with other jurisdictions and other City offices. Additionally, all staff of the Office of Emergency Management must be prepared to respond on the scene for emergencies at all times. Approval of the Amendments to Employment Agreements will allow each below-listed staff member to drive City vehicles until their contracts end.

1. **MARK FOX**  
   $0.00

   On September 23, 2020, the Board approved the original Employment Agreement. The period of the Amendment to the Employment Agreement is effective upon Board approval through September 22, 2021.

2. **SHERI LUCK**  
   $0.00

   On December 18, 2019, the Board approved the original Employment Agreement. The period of the Amendment to the Employment Agreement is effective upon Board approval through December 17, 2020.

3. **CHAYA G. DEITSCH**  
   $0.00

   On September 23, 2020, the Board approved the original Employment Agreement. The period of the Amendment to the Employment Agreement is effective upon Board approval through September 22, 2021.
4. SEBASTIANA GIANCI $0.00

On September 2, 2020, the Board approved the original Employment Agreement. The period of the Amendment to the Employment Agreement is effective upon Board approval through September 1, 2021.

5. CHRISTOPHER HILES $0.00

On July 29, 2020, the Board approved the original Employment Agreement. The period of the Amendment to the Employment Agreement is effective upon Board approval through July 28, 2021.

6. ELISE N. MAJOR WHITEFORD $0.00

On September 23, 2020, the Board approved the original Employment Agreement. The period of the Amendment to the Employment Agreement is effective upon Board approval through September 21, 2021.

All other terms and conditions of the original Employment Agreements remain unchanged.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing No-Cost Amendments to Employment Agreements for the staff of the Office of Emergency Management.
ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of a Grant Adjustment Notice (GAN) for the FY2019 Hazardous Materials Emergency Preparedness Grant (HMEP) from the Maryland Emergency Management Agency (MEMA). The period of the grant adjustment notice is effective from September 30, 2019 through September 30, 2021.

AMOUNT OF MONEY AND SOURCE:

$34,689.27 - 4000-459920-2121-604900-404001
+ 8,672.32 - 1001-000000-2121-226400-603020 (25%)
$43,361.59 - Total

BACKGROUND/EXPLANATION:

On November 13, 2019, the Board approved and authorized acceptance of a grant adjustment notice from the Maryland Emergency Management Agency (MEMA) in the amount of $21,642.84. This grant has a multi-year performance period and may be eligible for an increase each year. The amount of funds reflects the increase awarded for year 2. This grant will cover expenditures for hazardous materials planning, community outreach planning, and/or training.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the Grant Adjustment Notice for the FY2019 Hazardous Materials Emergency Preparedness Grant from the Maryland Emergency Management Agency.
UPON MOTION duly made and seconded, the Board approved all of the Personnel matters listed on the following pages: 4437 – 4440

All of the Personnel matters have been approved by the EXPENDITURE CONTROL COMMITTEE.

All of the contracts have been approved by the Law Department as to form and legal sufficiency.
PERSONNEL

State’s Attorney Office

<table>
<thead>
<tr>
<th>Rate of Pay</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. YOLANDA V. ROBINSON</td>
<td>$28.29</td>
</tr>
</tbody>
</table>

Account: 1001-000000-1150-118000-601009

Ms. Robinson, retiree, will continue to work as a Contract Service Specialist I. She will be responsible for assisting the Assistant State’s Attorney in expediting cases through Central Booking; assisting the Assistant States Attorney’s Office in the movement of cases, inputting of charges; finalizing of charging documents; finding open warrants and communicating with Public Safety staff and members of the Baltimore City Police Department. The period of the agreement is effective upon Board approval for one year.

Department of Public Works

2. Reclassify the following filled position:

Position No: 40313

From: Executive Assistant
Job Code: 10083
Grade: 904 ($50,280.00 - $80,449.00)
PERSONNEL

Department of Public Works – cont’d

To: Operations Officer II
   Job Code: 00086
   Grade: 927 ($67,771.00 - $108,433.00)

Cost: $10,275.00 - 1001-000000-1901-190300-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

Department of Public Works

3. a. Upgrade the following classification:

   Classification: Solid Waste Driver
   Job Code: 53812
   Grade: 447 ($38,805.00 - $42,455.00)
   Position No.: 23391

   To: Solid Waste Driver
   Job Code: 53812
   Grade: 448 ($42,607.00 - $48,828.00)
PERSONNEL

Department of Public Works – cont’d

b. Create the following 30 positions:

   Classification: Solid Waste Worker
   Job Code: 53811
   Grade: 428 ($35,099.00 - $38,176.00)
   Position No.: To be assigned by BBMR

c. Create the following seven positions:

   Classification: Solid Waste Driver
   Job Code: 53812
   Grade: 448 ($42,607.00 - $48,828.00)
   Position No.: To be assigned by BBMR

   Cost: $2,128,332.00 - 1001-000000-5154-388000-601001

Police Department

4. Reclassify the following filled position:

   Position No.: 19139

   a. From: Police Lieutenant EID
      Job Code: 41133
      Grade: 759 ($90,788.00 - $127,144.00)

      To: Police Captain
      Job Code: 10277
      Grade: 83P ($133,254.00 flat)
PERSONNEL

Police Department

Reclassify the following vacant position:

Position No: 16615

b. From: Police Major
   Job Code: 10278
   Grade: 84P ($140,796.00 flat)

   To: Police Captain
   Job Code: 10277
   Grade: 83P ($133,254.00 flat)

Cost: $8,949.00 – 1001-000000-2041-812800-601062

These positions are to be considered Positions of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.
Department of Human Resources – One-Time Payment

**ACTION REQUESTED OF B/E:**

The Board is requested to approve a one-time payment to employees in the classes of Solid Waste Worker, Lead Solid Waste Worker, and Solid Waste Driver.

**AMOUNT OF MONEY AND SOURCE:**

$143,175.00 - 1001-000000-5154-388000-601001

**BACKGROUND/EXPLANATION:**

This one-time payment of $500.00 to employees in the classes of Solid Waste Worker, Lead Solid Waste Worker, and Solid Waste Driver is provided due to the increase in workload as a result of the COVID-19 pandemic.

**APPROVED FOR FUNDS BY FINANCE**

UPON MOTION duly made and seconded, the Board approved the one-time payment to employees in the classes of Solid Waste Worker, Lead Solid Waste Worker, and Solid Waste Driver.
Department of Recreation & Parks – Capital Projects Grant Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize the execution of the Capital Projects Grant Agreement between the Department of Recreation and Parks, Maryland Board of Public Works (BPW), and the Cal Ripken Sr. Foundation, Incorporated. The period of the agreement is effective upon Board approval.

**AMOUNT OF MONEY AND SOURCE:**

$500,000.00

**BACKGROUND/EXPLANATION:**

The General Assembly has authorized the Grant titled, Cal Ripken Sr. Foundation – Athletic Fields provided that the grantee (Cal Ripken Sr. Foundation, Incorporated) and the Beneficiary (the City) expends the funds for the purpose of acquisition, planning, design, construction, repair, renovation, reconstruction, site improvement, and capital equipping of athletic fields in the City, namely the Ripken Youth Development Park, 101 Reedbird Avenue. The Cal Ripken Sr. Foundation, Incorporated, and City have entered into a separate funding agreement, which, among other things, will state that ownership is being retained by the City in the property upon which the Ripken Youth Development Park will be constructed, and structures thereto.

**MBE/WBE PARTICIPATION:**

N/A
Department of Recreation and Parks - cont’d

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Capital Projects Grant Agreement between the Department of Recreation and Parks, Maryland Board of Public Works, and the Cal Ripken Sr. Foundation, Incorporated.
Department of Recreation and Parks – First Amendment to Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the First Amendment to the AFRAM Talent Acquisition Agreement with Blackout Management LLC and Baltimore Civic Fund, Inc. The period of the agreement is retroactively effective February 12, 2020 through September 30, 2022, unless terminated sooner.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

On February 12, 2020, the Board approved the agreement between Blackout Management LLC and Baltimore Civic Fund, Inc. Due to COVID-19, AFRAM 2020 was unable to take place. Blackout Management LLC has provided talent acquisition services in 2020, and the parties are seeking an extension to the agreement to carry over services for a festival in 2021 or 2022. Blackout Management LLC will identify, negotiate, secure, and manage sponsors and sponsorships for the Festival on behalf of the Department of Recreation & Parks.

MWBOO GRANTED A WAIVER ON JANUARY 14, 2020.

AUDITS REVIEWED AND HAD NO OBJECTION.
Department of Recreation and Parks – cont’d

UPON MOTION duly made and seconded, the Board approved and authorized execution of the First Amendment to the AFRAM Talent Acquisition Agreement with Blackout Management LLC and Baltimore Civic Fund, Inc.
Department of Law – Settlement Agreements and Releases

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the settlement of claims and litigation brought by various individuals against former members of the Baltimore Police Department’s ("BPD") Gun Trace Task Force ("GTTF"). Plaintiffs allege numerous federal claims against the BPD and GTTF officer defendants.

AMOUNT OF MONEY AND SOURCE:

$2,490,000.00 - 2045-000000-1450-716700-603070

For resolution of 12 claims/lawsuits.

BACKGROUND/EXPLANATION:

The conduct of former GTTF officers has led to dozens of lawsuits and claims against the officers and BPD itself. These cases and claims allege a variety of misconduct, including theft, excessive use of force, and falsification of evidence resulting in wrongful arrest and/or conviction. The claims and lawsuits typically name as Defendants the individual GTTF officers, BPD, and BPD Command-level staff.

As with all lawsuits, the Law Department analyzes the strengths and weaknesses of each case upon receipt of the Complaint. Among other considerations, the Law Department is cognizant of a recent ruling from the Maryland Court of Appeals (Baltimore City Police Dep't v. Potts, No. 51, SEPT. TERM, 2019, 2020 WL 1983209 (Md. Apr. 24, 2020), finding that the criminal conduct of GTTF officers in two separate cases was within the scope of their employment, and therefore, the City was required to indemnify judgments against those officers.
Department of Law - cont’d

Through mediation and settlement discussions, the Law Department has weighed the attributes of each matter and has negotiated settlements of several GTTF claims/lawsuits. The settlement values vary based on the factual allegations of each case. And reflect the strengths and weaknesses each presents.

In the interest of transparency, it is the intention of the Law Department to bring every settlement of a GTTF matter to the Board of Estimates regardless of settlement value. The Board of Estimates should anticipate one or more follow up requests as additional settlements are finalized and prepared for the Board's consideration. We believe these settlements to be in the best interest of both the City and the plaintiffs who may have been harmed by the misconduct of former GTTF members. Thus far, the settlements are as follows:

Michael Saunders v. BPD, et al. 1:19-cv-00551-CCB  $ 60,000.00

GTTF Officers stopped Plaintiff's vehicle without probable cause. They ordered Plaintiff and his passenger out of the vehicle and searched the car. GTTF Officers found $18,000.00 in the vehicle and seized it. GTTF Officers told Plaintiff that he should keep his mouth shut about their theft and threatened to kill Plaintiff if he resisted. Believing this threat, Plaintiff allowed the GTTF Officers to take his money. One of the GTTF Officers held a gun to Plaintiff's head and threatened to kill him if he told anyone what happened. Plaintiff was arrested for handgun violations for a gun found in his vehicle. Plaintiff was incarcerated for approximately six months, and the case was eventually nolle prossed.
Department of Law - cont'd

Kendrick Johnson v. Jenkins, et al. 24-C-19-006597

$125,000.00

On October 15, 2015, Plaintiff was leaving a grocery store and was followed by two unmarked cars, containing GTTF Officers. They followed Plaintiff for a while, then exited the vehicles and stopped him. They questioned him about a gun and then conducted an illegal search. Following this, they asked Plaintiff about a murder that took place in the area. They then planted a gun on Plaintiff and told him he would go to jail unless he could provide information about the murder or other activity in the area. Plaintiff claimed to have no knowledge of anything related to the case, so he was arrested and charged with several handgun violations. Plaintiff remained in jail, and was eventually indicted with charges that carried a minimum of five years and maximum of 15 years. Plaintiff eventually pled guilty in order to receive a reduced sentence, and he was incarcerated for approximately three years.

Kenneth Bumgardner v. BPD, et al. 1:18-cv-01438-SAG

$150,000.00

While Plaintiff was sitting in his car, GTTF Officers drove up in their vehicle and struck his car. Plaintiff fled his vehicle, and one GTTF Officer pursued on foot and hit him from behind with a blunt object. This caused Plaintiff to lose consciousness. Plaintiff refused medical attention at the scene but checked into Mercy next day. Plaintiff suffered a broken jaw and sprained back, and other injuries. As a result of the incident, Plaintiff was issued multiple motor vehicle citation.
Albert Brown v. Wayne Jenkins, $150,000.00
et al.24-C-19-004047

On August 1, 2016, GTTF Officers were working in plain clothes in an unmarked vehicle. GTTF Officers stopped Plaintiff without justification or cause and searched his vehicle. He was falsely arrested and charged with possession of narcotics and firearms. GTTF Officers then proceeded to Plaintiff's house and performed a warrantless search, which resulted in additional narcotics charges. The charges were eventually nolle prossed on March 6, 2017. Plaintiff was incarcerated for approximately seven months.

Nancy Hamilton v. Daniel Hersl, $150,000.00
et al. 1:19-cv-01981-CCB

GTTF Officers stopped Plaintiff and her husband in their vehicle. They then drove the Plaintiff to the BPD Training Academy for questioning. After this, they drove the Plaintiff and her husband to their house. GTTF Officers conducted an illegal search of Plaintiff's house and stole approximately $79,000.00 from her house. Plaintiff lost her job as a result of this incident, with resulting loss of income.

Paul Jones v. BPD, et al. $160,000.00
24-C-18-006771

GTTF Officers were collecting trash from a home nearby Plaintiff’s residence. The trash had suspected drugs in it. The GTTF Officers falsified an affidavit for a search warrant at Plaintiff's address. They seized contraband, and Plaintiff was subsequently arrested and held without bail. Plaintiff was indicted in state court for
handgun violations and drug trafficking, and was also indicted in federal court for a handgun violation by a convicted felon and having CDS with intent to distribute. Plaintiff pled guilty to possession with intent to distribute and was incarcerated for approximately 3 years before his conviction and sentence were vacated.

Paul Jones v. BPD, et al.  
24-C-18-006771  
$160,000.00

GTTF Officers were collecting trash from a home nearby Plaintiff's residence. The trash had suspected drugs in it. The GTTF Officers falsified an affidavit for a search warrant at Plaintiff's address. They seized contraband, and Plaintiff was subsequently arrested and held without bail. Plaintiff was indicted in state court for handgun violations and drug trafficking, and was also indicted in federal court for a handgun violation by a convicted felon and having CDS with intent to distribute. Plaintiff pled guilty to possession with intent to distribute and was incarcerated for approximately 3 years before his conviction and sentence were vacated.

Sherman Thomas v. Rayam, et al.  
1:20-cv-00541-DLB  
$165,000.00

In 2015, Plaintiff's house was searched pursuant to a search warrant. Plaintiff was charged with possession of ammunition as a prohibited person, along with other charges relating to the drugs and guns recovered during the execution of the warrants. Plaintiff claims the affidavits in support of the warrants were based on false information from a confidential informant. Plaintiff pled
Department of Law - cont'd

guilty to two counts of the indictment against him and received a five-year sentence. Plaintiff was incarcerated for approximately two years before his sentence was vacated.

Donte Pauling

Claim

$165,000.00

On October 12, 2015, Plaintiff was standing on North Calhoun and Mosher Street in Baltimore City. GTTF Officers pulled up in an unmarked car and chased him, at which point he fled. They caught and detailed him while searching him. GTTF Officers then found a gun in an alley that they claimed he threw away during the chase. Plaintiff denied the gun was his, but was charged with various handgun violations. He was held without bail pending trial. He plead guilty and was sentenced to five years, and was incarcerated approximately two years. Plaintiff's case was eventually nolle prossed.

Blanton Roberts v. BPD, et al.

1:18-cv-01940-CCB

$165,000.00

Plaintiff was standing on the front lawn of a friend's house when GTTF Officers pulled up in a vehicle, jumped out, and dragged Plaintiff to the ground. They then planted a gun on him and arrested him for a hand gun violation. Plaintiff pled guilty was incarcerated for approximately two years, before being nolle prossed due to GTTF Officers' indictments.
Shawn Whiting v. Taylor, et al. $300,000.00
1:20-cv-00540-ADC

Plaintiff was unlawfully arrested on January 24, 2014, following the execution of a search warrant at Plaintiff's home. Plaintiff claims that the warrant was based upon false statements. Approximately $24,000.00 in cash and other property of Plaintiff was stolen during the search. Plaintiff was arrested and charged with CDS distribution, among other charges. Plaintiff was incarcerated for approximately three years.

Dawud Morris v. Jenkins, et al. $400,000.00
1:20-cv-02229-CCB

On October 17, 2011, GTTF Officers entered Plaintiff's home using a fabricated search warrant. The GTTF Officers searched Plaintiff's home and found a weapon, although Plaintiff denies ever having the gun. Plaintiff was arrested and charged with possession of a gun and drugs, both of which he claims were planted. Plaintiff pled guilty to get the most beneficial sentence available and was incarcerated for approximately five years.

Garfield Redd v. Paul C. Siegrist, et al. $500,000.00
1:20-cv-02194-JKB

On October 22, 2006, Plaintiff was arrested by BPD's "flex squad," a pre-cursor to GTTF. Plaintiff was charged with various handgun violations. Charges were nolle prossed after one year, but Plaintiff was then federally charged. Plaintiff sentenced to 20 years and is still currently incarcerated.

APPROVED FOR FUNDS BY FINANCE
UPON MOTION duly made and seconded, the Board approved and authorized execution of the settlement of claims and litigation brought by various individuals against former members of the Baltimore Police Department's Gun Trace Task Force.
RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

* * * * * *

On the recommendations of the City agencies hereinafter named, the Board, upon motion duly made and seconded, awarded the formally advertised contracts listed on the following pages:

4455 - 4456

to the low bidders meeting the specifications, or rejected bids on those as indicated for the reasons stated.
RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Procurement

1. B50005950, Crew Beltway International, LLC
   Cab & Chassis $202,547.00
   with Stake Body
   and Lift Gate

   (Department of General Services,
   Fleet Management)

MBE/WBE PARTICIPATION:

On February 1, 2019, MWBOO determined no goals would be set because of no opportunity to segment the contract. This is for the purchase of commodities from an authorized heavy equipment dealer who is required to provide associated pre-delivery inspection and warranty repairs.

MWBOO GRANTED A WAIVER ON FEBRUARY 1, 2019.

2. B50005955, Group Violence Intervention Service REJECTION – Vendors were solicited by postings on CitiBuy, eMaryland Marketplace, and in local newspapers. The five proposals received were opened on May 27, 2020. Due to a potential need to significantly revise the specifications in the solicitation documents due to possible program modification, it is recommended that the Board reject all proposals and cancel the solicitation, in the best interest of the City. This requirement will be revised and re-advertised at a later date.

   Response Providers

(Mayor’s Office of Criminal Justice)
RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Procurement – cont'd

MBE/WBE PARTICIPATION:

N/A
Department of Finance - Rescission of Award Master Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to Rescind the Award B50005258, Master Lease Agreement Program, to Grant Capital Management, Inc.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On December 19, 2018, the Board awarded B50005258, Master Lease Agreement Program, to Grant Capital Management, Inc. Since the award, the Department of Finance has not finalized or received approval from the Board of a subsequent Master Lease Agreement with Grant Capital Management, Inc., nor was such funding used by the Department of Finance.

The Department of Finance believes it is in the best interest of the City to rescind this award to Grant Capital Management, Inc.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board rescinded the Award B50005258, Master Lease Agreement Program, to Grant Capital Management, Inc.
Department of Finance – Termination for Convenience

**ACTION REQUESTED OF B/E:**

The Board is requested to Terminate for Convenience the Master Equipment Lease/Purchase Agreement dated September 10, 2003, as amended with Grant Capital Management, Inc.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

The Department of Finance recommends it is in the best interest of the City for the Board of Estimates to exercise Section 16.10 Termination for Convenience of the Master Equipment Lease/Purchase Agreement with Grant Capital Management, Inc. that was originally approved by the Board of Estimates on September 10, 2003, as amended.

This Section states that “The performance of this Lease may be terminated by Lessee in accordance with this clause, in whole or in part, whenever the Lessee shall determine that such termination is in the best interest of Lessee; provided, however, that this clause shall not be deemed to permit termination by Lessee with respect to existing Equipment Schedules.”

**MBE/WBE PARTICIPATION:**

N/A

**UPON MOTION** duly made and seconded, the Board Terminated for Convenience the Master Equipment Lease/Purchase Agreement dated September 10, 2003, as amended with Grant Capital Management, Inc.
ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the following:

1. Extension of the Subdivision User Agreement with the Northeast Maryland Waste Disposal Authority (NMWDA) for the City to dispose of waste materials at the Wheelabrator Waste-to-Energy (WTE) Plant;

2. Extension of the Hawkins Point Disposal Agreement with the NMWDA for the City to accept the ash produced at the WTE plant at the Quarantine Road Landfill; and

3. Approval of an Emissions Control Agreement with Wheelabrator Baltimore, L.P.

The period of the extensions is January 1, 2022 and through December 31, 2031.

AMOUNT OF MONEY AND SOURCE:

$106,078,400.00 - 1001-000000-5161-389700-603097 Subdivision User Agreement - Estimated Expense by City

($ 38,722,248.00) - Hawkins Point Disposal Agreement - Estimated Revenue to City

$ 39,900,000.00 - Estimated Expense by Wheelabrator Baltimore, L.P. in emissions upgrades
Department of Public Works/
Department of Law cont’d

BACKGROUND/EXPLANATION:

The NMWDA was established by Maryland law in 1980 to help coordinate regional solid waste disposal issues. They constructed a WTE incinerator on City-owned property, which opened in 1985. The incinerator is owned by Wheelabrator Baltimore, L.P., and formally called the Baltimore Refuse Energy Systems Company (BRESCO). Wheelabrator Baltimore, L.P. operates BRESCO. Incineration reduces the overall volume of waste by nearly 90%. The ash created by the incineration is then deposited at the Quarantine Road Landfill, which is owned and operated by the City.

In 2019, Council Bill 18-0306 Health Code – Clean Air Regulations, was passed by the City Council and signed into law by the Mayor. This bill imposed strict emissions standards on commercial solid waste incinerators in Baltimore City.

Wheelabrator Baltimore, L.P. filed suit against the City in federal court. In late March 2020, U.S. District Court Judge George L. Russell III ruled the bill was superseded by federal regulations. The City has noted an appeal to the U.S. Court of Appeals for the 4th Circuit. Given the uncertainty of the outcome of the appeal, Wheelabrator Baltimore, L.P. and the City have reached a compromise where the City will extend its user and disposal agreements and Wheelabrator Baltimore, L.P. will invest in significant emissions control upgrades at BRESCO.

By entering into these agreements, Baltimore will be able to effectively implement its Zero Waste Plan while also delivering critical waste management services to the City of Baltimore.
Subdivision User Agreement

The City has utilized the Wheelabrator WTE plant through contracts with the NMWDA since 1984. The current agreement with Wheelabrator through the NMWDA for waste disposal expires on December 31, 2021. The extension will commence on January 1, 2022 and end on December 31, 2031, a total of ten years. There is no minimum amount of waste required to be taken to BRESCO. Specifically, there is no “put or pay” term in the agreement. The tipping fees the City pays per ton continue to increase by 2.5% each year.

Baltimore City has adopted plans committed to maximizing waste reduction and diversion. However; the investment needed for these efforts in both funding and time to convince residents is significant. Baltimore City residents produce extensive refuse, most of which ends up at the Quarantine Road Landfill. Given the landfill and its expansion have limited capacity, it is necessary to extend this agreement to preserve that capacity and to allow more waste diversion initiatives to be implemented.

Hawkins Point Disposal Agreement

This agreement also dates to the early 1980’s and will lapse on December 31, 2021. The proposed agreement would mirror the Subdivision User Agreement in start and end dates. This agreement is for the City to accept the ash generated at the Wheelabrator WTE plant for disposal. This agreement is a revenue source only. The City pays nothing to receive the ash, but rather is paid a per ton ash fee. The revenues projected from the ash acceptance agreement are expected to exceed $38,000,000.00, over the term of the contract. A 2.5% escalator is similarly applied to these tipping fees each year.
Department of Public Works / Department of Law cont’d

**Emissions Control Agreement**

Under this agreement, Wheelabrator Baltimore, L.P. agrees to fund improvements to its emissions control system. By December 31, 2023, Wheelabrator agrees to achieve the more stringent of: 1) the air emissions limits set forth in its permit to construct the Facility Improvements; 2) the air emissions limits set forth in its Title V/Part 70 Permit; or 3) the air emissions limits set forth in this Agreement, as follows:

<table>
<thead>
<tr>
<th>Pollutant</th>
<th>Emissions Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nitrogen Oxides (NOX)</td>
<td>105 parts per million dry volume (PPMVD) corrected at 7% O2 (30-day rolling average)</td>
</tr>
<tr>
<td>Sulfur Dioxide (SO2)</td>
<td>18 parts per million dry volume (PPMVD) corrected at 7% O2 (24 hour block geometric mean)</td>
</tr>
<tr>
<td>Dioxins/Furans (PCDD/F)</td>
<td>2 nanograms TEQDF-WHO98* per dry standard cubic meter (ng/dscm), corrected at 7% O2</td>
</tr>
<tr>
<td>Dioxins/Furans (PCDD/F)</td>
<td>15 nanograms per dry standard cubic meter (ng/dscm), corrected at 7% O2</td>
</tr>
<tr>
<td>Mercury</td>
<td>15 micrograms per dry standard cubic meter corrected at 7% O2</td>
</tr>
</tbody>
</table>
Department of Public Works/
Department of Law cont’d

Cadmium 25 micrograms per dry standard cubic meter corrected at 7% O2

Lead 250 micrograms per dry standard cubic meter corrected at 7% O2

All limits specified in this agreement with the exception of the nitrogen oxides (NOX) meet or exceed the limits imposed by Council Bill 18-0306. The NOX limits will be reduced by nearly 50% of its current permitted levels. Wheelabrator Baltimore, L.P. is contractually agreeing to reduce NOX levels below the levels allowed in its permit. These improvements will make BRESCO one of the two cleanest WTE facilities on the East Coast. Its limits will be consistent with those of Montgomery County’s WTE facility. Importantly, stack emissions will be tested three times per year to assure compliance with the agreed upon reduced emissions levels.

STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT:

BRESCO is the only WTE facility in the Baltimore metropolitan area.

Therefore, it is hereby certified that these above procurements are of such a nature that no advantage will result in seeking nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurements of the equipment and/or service are recommended.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

NUMEROUS PROTESTS WERE RECEIVED
Dear Audrey,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest.

I am also writing to request access to virtual participation and comment in this public hearing.

sincerely yours,

Nicole

---

Nicole Fabricant
Associate Professor of Anthropology  Sociology, Anthropology, and Criminal Justice
https://www.nikifabricant.com/

TU
TOWSON UNIVERSITY
P: 410-704-5221
nfabricant@towson.edu  www.towson.edu/https://www.towson.edu/cla/departments/socioanthrocrim/?utm_source=redirect&utm_c
Subject: Protest for Nov 4th Board of Estimates meeting

Dear Mr. Knighton,

I am writing to protest an item from the DPW and the Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4, 2020 BOE agenda. As a resident in Curtis Bay, I am surrounded by polluting industries, we deserve a right and chance to have a say in what is supported in our communities. This vote to extend the contract and settlement in the law-suit lacks transparency and equity.

There is nothing routine about this extension and it deserves space and place to be discussed and thoroughly considered. An extension of a contract that is not even expired is premature, unwanted and unwarranted! Lives are at stake and what we see here with this sneaky back door deal is an attempt to silence the marginalized people, in favor of the polluting industry to gain profit. I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest.

I am also writing to request access to virtual participation and comment in this public hearing. Please share the details for joining the meeting as soon as possible.

Best Regards,

Meleny Thomas
443-902-0161

"Anyone who thinks they're too small to make a difference has never been bit by a mosquito." Jeannette Walls
Dear Mr. Knighton,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest.

I am also writing to request access to virtual participation and comment in this public hearing.

Best,

Dominic Serino
Dear Mr. Knighton,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest. Everyone Baltimorean interested in doing so should be allotted the opportunity, and all board members should explain their support or opposition to this agenda item as well.

I am also writing to request access to virtual participation and comment in this public hearing.

Regards,

Dante Swinton
Environmental Justice Researcher & Organizer
Energy Justice Network
Former Candidate, Baltimore City Mayor
Dear Mr. Knighton,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest.

I am also writing to request access to virtual participation and comment in this public hearing.

Sincerely yours,

Peter Matchette
petermatchette@gmail.com
301-706-5391
Dear Mr. Knighton,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest.

I am also writing to request access to virtual participation and comment in this public hearing.

Sincerely yours,

Kylie Baker
Dear Mr. Knighton,

I am writing in protest regarding the inclusion of the Wheelabrator/BRESCO contract extension in tomorrow's Board of Estimates routine agenda. The contract extension (found on pages 105-109 of the November 4th BOE agenda) should be removed from the routine agenda to allow community members and organizations, who have been fighting the contract extension for years, to provide public comment.

I urge you to remove the contract extension from tomorrow's routine agenda in order to allow the very community members whose respiratory systems have been compromised by the Wheelabrator trash incinerator to address the Council about the matter.

Sincerely yours,

Tyler

--

Tyler McCafferty
she/her

ty.mccafferty@gmail.com | LinkedIn
Dear Mr. Knighton,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest.

I am also writing to request access to virtual participation and comment in this public hearing.

Sincerely yours,

Molly Sherman

Molly E. Sherman
United States Equestrian Athlete
McDaniel College Undergraduate
Quarles, Audrey (Comptroller)

From: Meleny Sbclt <melenysbclt@gmail.com>
Sent: Tuesday, November 3, 2020 6:54 PM
To: Knighton, James (Comptroller); Johnson, Evan (City Council); Quarles, Audrey (Comptroller)
Subject: Protest for Nov 4th Board of Estimates meeting

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Subject Line: Protest for Nov 4th Board of Estimates mtg

Dear Mr. Knighton,

I am writing to protest an item from the DPW and the Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4, 2020 BOE agenda. As a resident in Curtis Bay, I am surrounded by polluting industries, we deserve a right and chance to have a say in what is supported in our communities. This vote to extend the contract and settlement in the law-suit lacks transparency and equity.

There is nothing routine about this extension and it deserves space and place to be discussed and thoroughly considered. An extension of a contract that is not even expired is premature, unwanted and unwarranted! Lives are at stake and what we see here with this sneaky back door deal is an attempt to silence the marginalized people, in favor of the polluting industry to gain profit. I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest.

I am also writing to request access to virtual participation and comment in this public hearing. Please share the details for joining the meeting as soon as possible.

Best Regards,

Meleny Thomas
443-902-0161

"Anyone who thinks they're too small to make a difference has never been bit by a mosquito." Jeannette Walls
Dear Mr. Knighton and Ms. Quarles,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest.

I am also writing to request access to virtual participation and comment in this public hearing.

sincerely yours,

Hannah
Dear Mr. Knighton and Ms. Quarles,

I am writing to protest the BRESCO contract as submitted to the Board of Estimates. Specifically I am referring to item found on pages 105-109 of the November 4, 2020 agenda. I believe that the BRESCO contract should not be labeled part of the "routine agenda" and instead should be opened up for public comment and a public hearing. Lastly, I request to be provided with virtual access to the Board of Estimates meeting to offer testimony virtually. Please let me know how I am able to participate and testify on this issue.

Thank you for consideration,

Dr. Matt Lewis
Dear Audrey Quarles,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest.

I am also writing to request access to virtual participation and comment in this public hearing.

sincerely yours,

Catherine Eskey

zip 21210
Dear Mr. Knighton, Ms Quarles and Mr. Johnson -

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda. I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest. To bury this in the routine agenda does not allow residents who are impacted by this toxic incinerator to have their say on whether this contract should be renewed. This is especially insulting given a lame duck mayor is renewing a contract that is not set to expire until December 2021. It is imperative that this process not be rushed and that concerned citizens have their say on these consequential matters.

I am writing to request access to virtual participation and comment in this public hearing.

Thank you for your time and consideration.

--

Heather Hax
She/Her/Hers
To whom it may concern,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest.

I am also writing to request access to virtual participation and comment in this public hearing.

sincerely yours,

Joanna Merry

--

Joanna (Jo) Merry, MSW
She/Her/Hers
Cell: 518-932-5973
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Dear Ms Quarles,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pages 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest.

I am also writing to request access to virtual participation and comment in this public hearing. Thank you.

Sincerely,

Melia Jannotta
(she/her/hers)
MSW Candidate
University of Maryland, Baltimore
School of Social Work
Dear Mr. Knighton,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest.

I am also writing to request access to virtual participation and comment in this public hearing.

Best regards,

Paul Mirel
Baltimore City
Dear Mr. Knighton,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pages 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest.

I am also writing to request access to virtual participation and comment in this public hearing.

Thank you for taking swift action in an already overwhelming political time,

Toby Harris
Dear Mr. Knighton and Ms. Quarles,

Pursuant to Section II.D. of the Board of Estimates Protest Regulations, and in light of the fact that City Hall is closed for Election Day and that pandemic precautions do not make in-person delivery of a protest practical, please accept this as a formally submitted protest re: the following items on the 11/4/2020 Board of Estimates meeting:

1. Extension of the Subdivision User Agreement with the Northeast Maryland Waste Disposal Authority (NMWDA) for the City to dispose of waste materials at the Wheelabrator Waste-to-Energy (WTE) Plant;

2. Extension of the Hawkins Point Disposal Agreement with the NMWDA for the City to accept the ash produced at the WTE plant at the Quarantine Road Landfill; and

3. Approval of an Emissions Control Agreement with Wheelabrator Baltimore, L.P.

On behalf of Energy Justice Network, a non-profit organization with staff and members who are residents of Baltimore City, I request that these items be removed from the consent agenda.

Further, I request that these agenda items be tabled due to improper use of no-bid contracts in violation of the City Charter.

Please let me know how to virtually participate in the meeting for the purpose of presenting our protest.

Sincerely,

Mike Ewall
Executive Director
Energy Justice Network
215-436-9511
mike@energyjustice.net

https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.energyjustice.net%2F&amp;data=04%7C01%7CAudrey.Quarles%40baltimorecity.gov%7C7cb277b89d4b204726ca0508d8803fd5dd%7C312cb126c6ae4fc2800d318e679ce6c7%7C0%7C0%7C637400358945910011%7CUnknown%7CTWFpbGZsb3d8eyjWcjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&amp;sdata=cVleSqtCx0hZWC7bHdJUTw9vINCYg6Iht%2Ff%2F8wtqCRzk%3D&amp;reserved=0
Dear Mr. Knighton and Ms. Quarles,

I am writing to PROTEST the BRESCO CONTRACT as submitted to the Board of Estimates by the Department of Public Works and the Law Department. That item can be found on pp. 105-109 of the Board’s November 4, 2020 agenda. I do so to directly address members of the Board of Estimates on the substance of my protest. I likewise request to be provided with timely virtual access to these proceedings and request the same for all other persons seeking to offer virtual testimony. PLEASE LET US ALL KNOW HOW/WHEN WE WILL RECEIVE VIRTUAL ACCESS TO TESTIFY AND PARTICIPATE.

It is my understanding and expectation that my PROTEST will act to remove this item from the Routine Agenda and transfer it to the public hearing status it warrants in which I may present my PROTEST along with others who may seek this same opportunity. This issue deserves a full and formal hearing in which all perspectives can be aired and considered before a vote.

I PROTEST the secretive and sole source procedures surrounding this BRESCO contract.

This BRESCO contract has been delivered directly from closed-door negotiations to Routine Agenda status despite its major fiscal and environmental impacts.

I PROTEST that a proper public hearing and a promised meeting with City Council have been denied.

I PROTEST that alternative waste disposal corporations and systems have not been offered the opportunity to bid on waste disposal, as if BRESCO’s burn-and-bury have been recommended as the only option in a changing world of less hazardous technologies.

I PROTEST the contract itself.

I PROTEST that Baltimore City is retreating into outmoded approaches to waste disposal and locking us out of the very decade when Zero Waste approaches will help make a difference --- or not --- in local efforts to halt and reverse global warming.

Thank you for taking swift action in an already overwhelming political time and for your consideration of my requests to testify and to be provided the access to do so along with others like me who also wish to be heard.

Signed,
Quarles, Audrey (Comptroller)

From: Evelyn Hammid <ehammid@gmail.com>
Sent: Tuesday, November 3, 2020 4:57 PM
To: Knighton, James (Comptroller); Quarles, Audrey (Comptroller)
Cc: Johnson, Evan (City Council)
Subject: Protest for Nov 4th Board of Estimates mtg

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Dear Mr. Knighton,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest.

I am also writing to request access to virtual participation and comment in this public hearing.

Thank you,

--
Evelyn Hammid
Political Team Lead
Sunrise Movement Baltimore
Dear Mr. Knighton,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so members of the public can directly address members of the BOE on the substance of this item.

I am also writing to request access to virtual participation and comment in this public hearing.

Sincerely,
Kristina Korona
34 E. 26th St, Baltimore, MD 21218
Dear Mr. Knighton,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so members of the public can directly address members of the BOE on the substance of this item.

I am also writing to request access to virtual participation and comment in this public hearing.

Sincerely,
Patricia Wessels
34 E. 26th St, Baltimore, MD 21218
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As a Baltimorean, a physician and as President of Chesapeake Physicians for Social Responsibility which focuses on public health threats like toxic pollution, and climate crises, I want to protest putting the Bresco contract renewal on the routine agenda. It needs to be moved to the non routine agenda. Bresco is the number 1 stationary polluter in the City, contributes significantly to climate forcing c02 in the air as well as nitrogen oxides and particulate matter. These all effect the health of people who live in the City and especially particulate matter and nitrogen oxides for downwinders. This needs to be discussed with an opportunity for evidence to be presented for and against this proposal.
Protest for November 4th Board of Estimates Meeting -

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Dear Mr. Knighton, Ms Quarles and Mr. Johnson,

Please find the following protest of the BOE’s proposed action tomorrow regarding the 10 year BRESCO
contract renewal signed by the 175 residents. With less than 24 hours notice of this 10 year, 106 million dollar
decision - please note the interest of residents in a full hearing on the matter:

We are calling upon our Baltimore City and Baltimore County Officials to stop putting the needs of the
trash burning incineration industry ahead of our health, ahead of the economic development of our
communities, and ahead of our environment. Baltimore City Board of Estimates, do not give $100
million dollars and 10 years of our lives to support the aging BRESCO incinerator. Instead, we call upon
City and County leadership to work together to invest in regional Zero Waste infrastructure to create
thousands of new jobs through proven composting, recycling and re-use systems.

Turning a blind eye while Black and poor residents lose their lives to the everyday violence of toxic air
pollution is criminal and will not stand. Officials have known for over 3 years that the BRESCO
incinerator causes at least $55 million in health damages. Baltimore officials have known that BRESCO
is among the worst greenhouse gas (GHG) emitters in the City and yet requested that the incinerator be
omitted from the City’s GHG inventory. We must create the system of accountability and transparency
that our city leaders are unable to create for themselves.

Start now by signing on to this collective call to Baltimore Mayor Jack Young, City Council President
Brandon Scott, and County Executive Johnny Olszewski Jr. to immediately end their public support for
Baltimore’s worst air polluter, the BRESCO incinerator.

Sincerely,

<table>
<thead>
<tr>
<th>Timestamp</th>
<th>Email Address</th>
<th>First Name, Last Name</th>
<th>Address (Street, City, Zip Code)</th>
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<tr>
<td>11/2/2020</td>
<td><a href="mailto:ehammid@gmail.com">ehammid@gmail.com</a></td>
<td>Evelyn Hammid</td>
<td>2703 Montebello Ter. Baltimore MD 21214</td>
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<td>11/2/2020</td>
<td><a href="mailto:kushrat64@gmail.com">kushrat64@gmail.com</a></td>
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<td><a href="mailto:naomibouchard@gmail.com">naomibouchard@gmail.com</a></td>
<td>Naomi Bouchard</td>
<td></td>
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<tr>
<td>11/2/2020</td>
<td><a href="mailto:annecawilson@gmail.com">annecawilson@gmail.com</a></td>
<td>Anne Wilson</td>
<td>221 Stony Run Lane, Baltimore, MD 21210</td>
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<td>Date</td>
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<td>Meleny Thomas</td>
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<td><a href="mailto:ahinz61@outlook.com">ahinz61@outlook.com</a></td>
<td>Andrew Hinz</td>
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<td>Dante Swinton</td>
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<td>Darlene Cain</td>
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<td>Nicole Fabricant</td>
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<td>Charlie Cooper</td>
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<td>Amanda DeStefano</td>
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<td>Jess Wyatt</td>
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<td>Mike McGuire</td>
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<td>Joe Tropea</td>
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<td>Jolie Matthews</td>
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<td><a href="mailto:la.levski@gmail.com">la.levski@gmail.com</a></td>
<td>Laila Milevski</td>
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<td>11/3/2020</td>
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<td><a href="mailto:hhax@yahoo.com">hhax@yahoo.com</a></td>
<td>Heather Hax</td>
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<td>Date</td>
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<td>8:41:27</td>
<td><a href="mailto:lisa@westportcedc.org">lisa@westportcedc.org</a></td>
<td>Lisa Hodges-Hiken</td>
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<td><a href="mailto:sarah.dadamo@gmail.com">sarah.dadamo@gmail.com</a></td>
<td>Sarah D'Adamo</td>
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<td><a href="mailto:trishwhite316@starpower.net">trishwhite316@starpower.net</a></td>
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<td><a href="mailto:chrisscross@gmail.com">chrisscross@gmail.com</a></td>
<td>Christopher Nelson</td>
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<td>11/3/2020</td>
<td>8:52:33</td>
<td><a href="mailto:nar.nia124@gmail.com">nar.nia124@gmail.com</a></td>
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<td><a href="mailto:liudkis@gmail.com">liudkis@gmail.com</a></td>
<td>Laura Judkis</td>
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<td>Chloe Ahmann</td>
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<td>11/3/2020</td>
<td>9:15:42</td>
<td><a href="mailto:etgombert@outlook.com">etgombert@outlook.com</a></td>
<td>Evan Gombert</td>
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<td><a href="mailto:espana@aclu-md.org">espana@aclu-md.org</a></td>
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<td><a href="mailto:SARAHMAGIDA@GMAIL.COM">SARAHMAGIDA@GMAIL.COM</a></td>
<td>Sarah Magida</td>
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<tr>
<td>Date</td>
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<td>Jonathan Vincent</td>
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<td><a href="mailto:ryanharvey@riseup.net">ryanharvey@riseup.net</a></td>
<td>Ryan Harvey</td>
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<td><a href="mailto:jessicatknot@gmail.com">jessicatknot@gmail.com</a></td>
<td>Jessica Knott</td>
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<td><a href="mailto:merylseidel@gmail.com">merylseidel@gmail.com</a></td>
<td>Meryl Seidel</td>
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<td><a href="mailto:qormac102@gmail.com">qormac102@gmail.com</a></td>
<td>Ann Gordon</td>
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<td><a href="mailto:gberb20@gmail.com">gberb20@gmail.com</a></td>
<td>Garrett Berberich</td>
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<td>Meryl Seidel</td>
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<td><a href="mailto:jam@shvillarasheem.com">jam@shvillarasheem.com</a></td>
<td>S. Rasheem</td>
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<td><a href="mailto:janicehale@gmail.com">janicehale@gmail.com</a></td>
<td>Janice Ewertsen</td>
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<td><a href="mailto:lewis.jessica.elisa@gmail.com">lewis.jessica.elisa@gmail.com</a></td>
<td>Jessica Lewis</td>
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<td><a href="mailto:paul.mirel@startmail.com">paul.mirel@startmail.com</a></td>
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<td><a href="mailto:cmwooton@yahoo.com">cmwooton@yahoo.com</a></td>
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<td>Suzanne Shaffer</td>
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<td>Drew Curtis</td>
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<td>Date</td>
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<td>Email</td>
<td>Name</td>
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<td>Natalia Figueredo</td>
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<td><a href="mailto:denise@no-burn.org">denise@no-burn.org</a></td>
<td>Denise Patel</td>
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<td>Marisha Leiblum</td>
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<td><a href="mailto:queenearth@queenearth.com">queenearth@queenearth.com</a></td>
<td>Melissa Smith</td>
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<td>Terri Julian</td>
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<td>Anna Whitney</td>
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<td><a href="mailto:madeleinemarie9@fuse.net">madeleinemarie9@fuse.net</a></td>
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<td><a href="mailto:chrisgk@gmail.com">chrisgk@gmail.com</a></td>
<td>Christopher Kojzar</td>
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</table>
Dear Mr. Knighton,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest.

sincerely,
Caroline

Thank you for taking swift action in an already overwhelming political time.
Quarles, Audrey (Comptroller)

From: Nia H <nar.nia124@gmail.com>
Sent: Wednesday, November 4, 2020 8:29 AM
To: Quarles, Audrey (Comptroller)
Cc: Johnson, Evan (City Council)
Subject: Protest for Nov 4th Board of Estimates mtg

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Dear Mr. Quarles,

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I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest.

I am also writing to request access to virtual participation and comment in this public hearing.

sincerely yours

Nia Hunter

Nia Hunter
I PROTEST that Baltimore City is retreating into outmoded approaches to waste disposal and locking us out of the very decade when Zero Waste approaches will help make a difference -- or not --- in local efforts to halt and reverse global warming.

Thank you for your consideration of my requests to testify and to be provided the access to do so along with others like me who also wish to be heard.

Mary Pat Clarke

Mary Pat Clarke
Baltimore City Council, 14th District
City Hall, Room 501
Baltimore, MD 21202
Marypat.Clarke@baltimorecity.gov
Office: 410-396-4814
Cell: 443-676-6187
Staff:
EricL.Brown@baltimorecity.gov
Taylor.Curry@baltimorecity.gov
Cindy.Leahy@baltimorecity.gov
Dear Audrey,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest.

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sincerely yours,

Shashawnda Campbell
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Dear Ms. Quarles,

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Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so I can directly address members of the BOE on the
substance of my protest.

I am also writing to request access to virtual participation and comment in this public hearing.

sincerely yours,

Kathy Younkin
5275 Five Fingers Way
Columbia MD 21045
Dear Mr. Knighton and Ms. Quarles,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda. This item is the subject of major controversy in the community. The City Council is on record by a vote of 15-0 in opposition to extending the contract. I know this is not legally determinative, but it ought to indicate that an item merits a full discussion.

I request to place this item off the routine agenda so City citizens can directly address members of the BOE on the substance of this proposed contact.

Charlie Cooper
2359 Nutmeg Ter.
Baltimore, MD 21209
H: 410-578-8291
M: 410-624-6095
Dear Ms. Quarles,

I find it deplorable that we cannot protect the poor neighborhoods affected by the horrible pollution from Wheelabrator! The contract extension discussion should definitely be on the non routine agenda to allow discussion. Please respect the voices of your citizens.

Thank you,

Peggy Meyer
33 Andrew Place
Baltimore 21201
Dear Mr. Knighton,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest.

I am also writing to request access to virtual participation and comment in this public hearing.

Kindly,
Justin Temple
Quarles, Audrey (Comptroller)

From: Christopher George <cpgeorge002@gmail.com>
Sent: Wednesday, November 4, 2020 7:27 AM
To: Knighton, James (Comptroller); Quarles, Audrey (Comptroller)
Cc: Johnson, Evan (City Council); Dorsey, Ryan (City Council)
Subject: Protest for Nov 4th Board of Estimates mtg

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Dear Mr. Knighton,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda.

I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest.

I am also writing to request access to virtual participation and comment in this public hearing.

Sincerely yours,

Christopher George

Baltimore City Resident, District 3
Quarles, Audrey (Comptroller)

From: Cristina Leifson <cristinaleifson@gmail.com>
Sent: Wednesday, November 4, 2020 8:15 AM
To: Knighton, James (Comptroller); Quarles, Audrey (Comptroller)
Subject: evan.johnson@baltimorecity.gov

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To Whom it May Concern,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda. I request to place this item off the routine agenda so I can directly address members of the BOE on the substance of my protest. I am also writing to request access to virtual participation and comment in this public hearing.

In the midst of our climate emergency, we have the opportunity to be creative and imaginative. When the incinerator is causing and exacerbating diseases and deaths among members of our population, there is a responsibility to act to stop it. There are many ways to manage trash, it does not have to be this way. Baltimore is the only city in the United States with both a landfill and an incinerator. The cost of contract extension could get us a long way on recycling plants and robust compost programs. It is an absolute dereliction of responsibility toward your fellow beings to simply extend the contract with the false excuses of "what else will we do with our trash" or "we have an obligation."

Cristina Leifson, Baltimore City Resident.
Dear Mr. Knighton,

I am writing to protest an item from the DPW and Law Department regarding the extension of the Wheelabrator/Bresco contract found on pgs 105-109 of the November 4th BOE agenda.

I request that Baltimore City residents be heard and considered with respect to this dangerous method of waste disposal, and that communities impacted by its operation and contamination be made whole by those responsible.

Sincerely yours,

Charles Eubanks
Dear Mr. Knighton,

I am writing to protest the item from the DWP and Law Department regarding the extension of the Wheelabrator/BRESCO contract.

I request to remove this item from the routine agenda and instead hold a public hearing with advance notice to allow directly impacted community members and stakeholders ample time to prepare for attendance and public comment.

I attended the first portion of today's meeting before a recess was called, and I am deeply disappointed in the lack of transparency leading into the meeting. I was only made aware of this meeting this very morning and that only due to the scrupulous efforts of our community leaders who scrounge the BOE agenda. There was clearly no intention to inform or include the public on this major and impactful decision. I am now uncertain as to whether we will be informed if/when the meeting re-adjourns.

The decision on the Wheelabrator/BRESCO contract needs to be conducted in a transparent manner. The only way to do that is to hold a public hearing. There is nothing routine about locking into 10 more years with Baltimore's number one polluter. Protect our democratic rights, and schedule a public hearing.

Sincerely,
Sarah Bluher
Quarles, Audrey (Comptroller)

From: Knighton, James (Comptroller)
Sent: Wednesday, November 4, 2020 8:15 AM
To: Johnson, Evan (City Council); Quarles, Audrey (Comptroller)
Subject: FW: Protest for Nov 4th Board of Estimates

Audrey and Evan,

Here is another protest I received earlier this morning regarding the Wheelabrator contract on today’s agenda. The protestor sent it only to me but did not include either of you.

From: M. C. Stephens <mc_steph@hotmail.com>
Sent: Wednesday, November 4, 2020 7:41 AM
To: Knighton, James (Comptroller) <James.Knighton@baltimorecity.gov>
Subject: Protest for Nov 4th Board of Estimates

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Dear Mr. Knighton,

I am writing to protest items from the DPW and Law Department requesting approval to execute extensions of the Hawkins Point Disposal Agreement with the NMWDA and an Emissions Control Agreement with Wheelabrator Baltimore, L.P.

I request to place these actions on the routine agenda so I can directly address members of the BOE on the substance of my protest.

1. Extensions of the Disposal and Emissions Control Agreement would contravene the schedule and beneficial objectives of Baltimore City Council Resolutions 20-0243R, 20-0207R, and 20-0202R;
2. My knowledge and belief is that the city has neither acquired nor presented empirical study of air quality and public health burdens within city environs that warrant deviation from minimum limits establish by Ordinance 18-0306, therefore inferior facilities improvements offered by the BRESCO operator;

3. The disproportionate expense assumed by the City at an increasing rate 2.5% p.a. in consideration of estimated revenue obtained from ash disposal from BRESCO during the term of the contract is offensive and imprudent, given liabilities outstanding to remediate Quarantine Rd landfill capacity.

Dependence on incineration for the city's solid waste disposal is a poor compromise between short-term fiscal deficit and capital investment. Extending the contract ten (10) additional years is premature and by no means instrumental in improving of quality of life for residents, such as myself, burdened by respiratory illnesses, limited utility, and safety hazards. These agreements abandon resolution and reputation of the City as a desirable local for business and pleasure.

I am also writing to request access to virtual participation and comment in this public hearing. Please provide me a conference number and credentials to communicate during the meeting.

sincerely yours,
Mary Stephens

Sent from Mail for Windows 10
Department of Public Works/ Department of Law cont’d

President: “The second item on non-routine can be found on pages 105 to 109, Department of Public Works extension of the Subdivision Use Agreement of City Law Disposal Agreements and Approval Admissions Control Agreement. We have received multiple protests on this item. Several, several many protests on this item. We are going to go through, when I call your name, please unmute yourself, and you will have -- uh, two minutes to complete your testimony. We will hear first from Councilwoman Mary Pat Clark. Madame Councilwoman, the floor is yours.”

Ms. Mary Pat Clark, Councilwoman: “Thank you. Mr. President, congratulations on your election, and if the Mayor’s still listening, uh -- thanks -- my thanks to him for doing such an excellent job of protecting us through this whole upsetting um --
time that we’re living in. He’s been a great leader. Um -- let me just say I -- I protest the secretive and Sole Source Procedure surrounding this BRESCO contract. The BRESCO contract has been delivered directly from negotiations that were closed to routine agenda status. Thank you for letting us and me anyway testify despite its major fiscal and environmental impacts. I protest that a proper public hearing, and a promise meeting with City Council have been denied. I protest that alternative waste disposal corporations and systems have not been offered the opportunity to bid on waste disposal as if BRESCO's burn and bury have been recommended as the only option in a changing world of less hazardous technologies. I protest the contract itself. Baltimore County has approved a five-year contract with BRESCO. I think that's a mistake, but a shorter mistake than this contracts. The $40,000,000.00 BRESCO will pay for upgrades will not equal the upgrades in the Baltimore Clean Air Acts Requirements, for which
this contract is a settlement, for the up or the upgrades required for the recovered health condition of thousands of our residents. Finally, what will we tell our children and grandchildren when they ask ten years from now or even sooner, what did you do when there was still time to make a difference? Um -- I’m concerned about this ten years of losing time and losing the chance to participate as a City, a great City in global warming solutions from the local perspective. I thank you for your attention.”

President: “Thank you. Uh -- thank you, uh -- Madam Councilwoman, for your testimony. Next, we will hear from Nia Hunter -- Nia Hunter, if you’re there, please unmute yourself and um -- begin your testimony. Nia, are you there? Okay, at the end, uh -- we will hear from Mary Stevens next. Mary Stevens, Mary, are you there?”

Ms. Mary Stevens: “Yeah, thank you. Um -- I was looking for the mute button. I’m going to read the protests that I sent. Um -- I’m
writing to protest items from the DPW and Law Department requesting approval to execute extensions of the Hawkins Point disposal agreement with the NMWDA and emissions control agreement with Wheelabrator Baltimore, LP. Um -- One the extensions of the disposal and emissions control agreement would contravene the schedule and the beneficial objectives of Baltimore City Council Resolutions. There are three of them, you know them well 20-0243R, 20-0207R, and 20-0202R. My knowledge and belief, uh -- the City has neither acquired nor presented empirical study, the air quality and public health burdens within the City environment. In the, um -- just as an aside in the agenda, the contract makes note of emissions limits and Montgomery County. We are nowhere near Montgomery County, and the terrain is entirely different than Baltimore. So without this empirical evidence, the changes presented by or proposed by the contract really don’t warrant deviation from the mini -- minimum limits established by the Ordinance 18-0306. That therefore, the inferior facilities
improvements offered by the Bresco operator. Three, the disproportionate expense assumed by the City at an increasing rate of 2.5 percent per annum in consideration of an estimated revenue of around $38,000,000.00, obtained from ash disposal -- uh -- from Bresco during the term of the contract is offensive and imprudent given the liabilities outstanding to remediate the Quarantine Road landfill capacity in the next five years. Dependence on the incineration for the City's solid waste disposal is a poor compromise between short-term fiscal deficit and capital investment. Extending the contract ten years, additional years is premature and by no means instrumental in improving the quality of life for residents such as myself. We’re burdened by respiratory illnesses, limited utility and mobility, and safety hazards. These agreements abandoned resolution and the reputation of the City as a desirable local -- locale for business and pleasure. Thank you very much for your attention.”
President: “Thank you. Thank you, ma'am, and thank you for your testimony today. Uh -- next we will hear from Shashawnda Campbell Shashawnda -- Shashawnda if you're there uh -- just take yourself off of mute.”

Ms. Shashawnda Campbell: “Hello.”

President: “Yes, I can hear you. You're good, go ahead.”

Ms. Campbell: “Hi, everyone. My name is Shashawnda Campbell, I’m with the South Baltimore Community Land Trust. Um -- and what I have to say about this um -- Board of Estimates meeting is that first I just don't think it's appropriate to have this meeting the day after the election. Um -- that’s going to be voting on a contract um -- with Wheelabrator BRESCO incinerator when residents have been -- been involved in this movement and creating this movement for Zero Waste for many of years. Um -- and this is how we choose to be told that there's going to be a vote on this contract that we have been asking about for many -- many days and weeks um -- about what was going to be happening. We have been in relation talking with a lot of you about like not renewing this contract. Um -- and letting it um -- residents know um -- and letting the
residence voice be heard, and this was not the appropriate way to do that. Um -- we should not be having this Board of Estimates vote on this contract the day after the election. It is not appropriate. It is not appropriate to bundle it with all of the other stuff. It needs to have its own space on the agenda to be talked about and for residents that have been polluted for many years to have their voices heard against this because it’s not appropriate. We came down here to drop off our protests, we have been emailing. We just found out how to be involved in this meeting, and that is not again, that is not appropriate. It’s not okay, and we will not stand for that we will continue to push for Zero Waste. Um -- and we wish and hope that our City would follow that lead. There was no contract opening up for other companies that would love to do Zero Waste and help us move forward um -- but for this, want to be renewable of ten years. It's not appropriate and it's not okay, and we will not stand for that, and we will continue to fight for Zero Waste because that's what we want to see that respect our lives and is not the number one polluted here in Baltimore City.”
President: “Thank you. Thank you, ma'am, and thank you for your -- your protest.”

President: “We will now hear from, um -- Gwen DuBois.”

Dr. Gwen DuBois, President of Chesapeake Physicians: “Good morning uh -- my name is Dr. Gwen DuBois. I’m President of Chesapeake Physicians for Social Responsibility. 700 e-activists, physicians, and other health professionals, and many of us are from Baltimore. I am a Baltimore resident, and I just want to say personally, I’m just appalled at the lack of transparency and lack of democracy. You know we're all dealing with these results of the election nationally. Congratulations to you, Brandon Scott, for your victory, but this is just not a way to proceed to sneak this in the day after the election and sneak it with a lot of other things. My concern as a physician is the health consequences and the environmental injustice of the single largest industrial polluter
in the state. Uh -- and the people who are downwind and who are always number one in the state for sources of uh -- is stationary uh -- pollution toxic pollution and other kinds of pollution. The pollutants emitted from this incinerator include deadly things like fine and ultra-fine particulate matter, nitrogen oxide, sulfur dioxide, heavy metals including mercury, volatile organic compounds and dioxin is created in the smokestack, and even with these upgrades as other people have mentioned, it's not going to be enough and particularly with nitrogen oxide, and each of these pollutions are so associated with serious health consequences. Nitrogen oxide pollution is associated with worsening of asthma, emergency room visits and hospitalization. Nitrogen dioxide and fine art the fine and ultra-fine particulate matter reduce lung function in children. A recent study demonstrated those -- with those levels of pollution are reduced when they’re reduced improvement happens in lung function. So if we could change this,
and stop putting this stuff in the air and particularly people who are downwind Curtis Bay, uh - uh -- Hawkins Point uh -- Brooklyn uh -- their children are disproportionately affected. A higher level of lung function in adulthood may decrease the risk of respiratory conditions and may lead to longer life. So it contributes to premature death and adverse health outcomes. Nitrogen dioxide and volatile organic compounds are precursors to ozone. Children who play in areas with high ozone are more likely to develop asthma and Baltimoreans have suffered with a disproportionate amount of asthma. In — in addition to the direct health costs of illness sick days for asthma with children need to miss school, which can impact learning parents miss work and affects their income. So the and — and then there’s climate to all of us and the BRESCO incinerator emitted more than 27 tons of fine well uh -- of carbon dioxide it’s much more than that I -- I’m sorry there were 27 tons of fine particulate matter in 2017 and fine particular matters heart disease, lung cancer, asthma.
Department of Public Works/
Department of Law cont’d

I mean it’s just a potpourri of terrible -- terrible illnesses and uh -- and as I was trying saying there -- there are 762,000 tons of greenhouse gases that were emitted in 2017. So yea these controls, which are only partial, may decrease the sum uh -- but this is no way to handle our waste. I mean, putting the waste into the air and sending it downwind to certain communities that have already been burdened with so much uh - downwind pollution is not fair. It’s not just, and it shouldn’t be happening, and we have so much hope in this new uh -- Baltimore City government. It’s very disheartening and I -- I’m just I’m just astounded and I, please hope that you reverse this process -- this process is not democratic, and we should be looking at the risks of BRESCO and not just the benefits. Thank you.”

President: “Thank you. Thank you, ma’am. We are going to now go to Greg Sawtell. Greg, are you there? If you’re there, Greg, just unmute yourself and begin talking.”

Mr. Greg Sawtell: “Can everybody hear me?”
President: “Yes, Sir, we can hear you, Greg.”

Mr. Sawtell: “Excellent good morning, everybody. Um - I just want to echo a lot of the sentiments uh -- that others have expressed. There’s real concerns ah -- regarding the transparency of this process, the ability to participate directly that’s fundamental ah -- we're deeply disappointed by that. Ah -- I want to share what I think is at stake here though. This is about the next ten years of our City and whether our fundamental right to breathe clean air is going to be respected or not. Ah -- we've known for the past three years uh -- some of what the massive impacts of this facility are, and that's $55,000,000.00, in health damages from one pollutant alone. PM$_{2.5}$. That’s been studied by the -- one of the top public health officials in the country uh -- and supported by the Chesapeake Bay Foundation, which is an organization we all know and love and depend on to make our City and our region a healthier, stronger place. This is not controversial BRESCO is the worst air polluter in the City. It’s not controversial that Zero
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Waste represents an opportunity for the City to invest in new infrastructure that we desperately need to create the kinds of jobs that sustain families not controversial. What is controversial is advancing a contract term to the BRESCO incinerator that even BRESCO’S lobbyists weren’t seeking. BRESCO’S lobbyists were seeking five years tops. So the question on the table is why are we finding ourselves day after the election in a situation where we’re looking to extend a 10-year contract to a facility? I know that question hasn’t been answered. Uh -- we haven't had the opportunity to have good-faith dialogue with the principal actors. Uh – that’s what we want. So we’re calling for an honest hearing on this. Where we can sit down. Delay this today.

We were already committed at a public Judiciary Committee hearing of the City Council by Solicitor Moore that before any action like this was taken that we would have that public venue. That there’d be additional City Council hearing, there'd be an opportunity for
the public to come forward. We haven't had that. No one can disagree that -- that is a respectable thing to request. Uh -- we haven't been given it, which is disrespectful, period. And we should not proceed this morning ah -- with this motion to extend ten years without an honest hearing. Ah -- everyone knows in their heart of hearts because we've heard it from them directly, decision-makers on this panel that this has not been given a fair shake. Don't do this. Do not disappoint our basic commitment to a democratic process. We can't let go of that. If we do, we've lost the basic fabric that it takes to deal with a complex issue like this. Don't let us down. Do the right thing, take the right stand on this, you may disagree ultimately with a path forward. You may think that the best Baltimore can do right now is incinerate. Ah -- the County's waste and the City's waste and materials, if you think that come forward and say it directly, put that position out there. Let's have a discussion. Let's have a debate. Let's actually
analyze it. Okay. But, until we’ve done that together with stakeholders, we can’t move forward."

President: “Thank you. Uh -- thank you, Greg. Uh -- next, we will hear from Hannah Lynn. Hannah, if you’re there, unmute yourself and begin your testimony. Hannah, are you there? Hannah? All right, we are going to now hear from Nicole uh -- Fabricant. Nicole, if you're there, please, unmute yourself and begin your testimony. All right, uh -- we are going to hear from Toby Harris. Toby, if you're there, uh -- please unmute yourself and begin your testimony. All right, we are going to hear from Catherine Eskey -- Catherine, if you’re there, uh -- please, unmute yourself and begin your testimony. All right, we will hear from uh -- Peggy Meyer. Peggy, if you’re there, please, unmute yourself and begin your testimony. All right, uh -- Christopher George. Christopher, if you’re there, please unmute yourself and begin your testimony. All right. Dr. Matt Lewis. Dr. Lewis, if you're there, please, unmute yourself and begin your testimony.”
Dr. Matt Lewis, Postdoctoral Fellow Johns Hopkins Neuroscience Department: "Yes. So hello everyone my name is Matt Lewis. I’m a Postdoctoral Fellow at Johns Hopkins in the Neuroscience Department and I’ve been working with the Zero Waste Coalition for the entirety of the year, since February since they announced this. I have to say that I echo everything else that my colleagues have said today. This is a non-transparent process that makes a hugely consequential decision in secret, a routine agenda item apparently. This is not a routine thing. This is a once every ten-year thing. We're talking about health pollution. We're talking about a serious -- serious polluter in our City that will not really be discussed if you actually think this is the best option for Baltimore, say so. If you want to vote for it, yes or no, do so, but don't vote for it as part of this large process that we -- no one can hold you accountable. I find this to be really -- really problematic. I find this to be just kind of a slap in the face to all organizers, all community members who’ve been working
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hard on this issue. If you cannot say yes or no to the public you, shouldn't be voting on this issue at all. That’s my opinion. Thank you.”

President: "Thank you, Dr. Lewis. Uh -- next, we will hear from Dominic Serino. Dominic?"

Mr. Dominic Serino: “Yes. Thank you. Um -- I agree with everything that uh -- my friends have said before. I also would like to point out that the time that the Baltimore City residents had a -- the closest they had to an opportunity to decide on this issue democratically they -- we voted for Brandon Scott for Mayor, in the primary when he had a campaign promise to close BRESCO, and that was the once -- had an opportunity to decide on this democratically, and we’ve heard their voice. Thank you.”

President: "Thank you. Thank you so much, sir. Uh -- next, we're going to hear from Peter Machete. Peter, if you're there, unmute yourself and begin your testimony. All right, uh -- we will hear next from Kylie Baker. Kylie, if you're there, uh -- please, begin
your testimony. All right, uh -- next, we will hear from Tyler McCafferty. Tyler, if you're there, please begin your testimony. Uh -- next, we will hear from Dante Swinton. Dante, if you're there, uh -- please unmute yourself and begin your testimony. Dante, are you there? All right uh -- we will now hear from Molly Sherman. Molly, if you’re there, please begin your testimony. Okay, uh -- Meleny Thomas. Meleny, if you’re there, please begin your testimony.”

Ms. Meleny Thomas: “Good morning everyone. Can you hear me?”

President: “Yes. Good morning. Good morning.”

Ms. Meleny Thomas: Good morning. Um -- thank you, Council Member, um -- Mayor Young, um -- everybody. Thank you all for allowing us to speak and I really hope that you know I echo all the sentiments that everyone has just shared; you know there has been no transparency and full transparency um -- around this issue, and we really need the opportunity for the people, the advocates, um -- the children that are overburdened, the youth leaders that are
leading this work to really have a voice and have a say. Um -- we cannot bundle this decision. It is a major -- major decision and major commitment for the City um -- that we need to give room and space to discuss. Um -- and we really hope that today that we delay this vote that so that we can have a democracy, so that we can have an opportunity to share our concerns even further than um -- we have before. Um -- we really cannot rush. This isn't something that we rush in the high anticipation and anxiety that we're in right now under this election, we cannot just make a decision like this that will lock us in for another ten years. We deserve and demand a future that looks greener that will bring jobs. With all the job loss that people are experiencing now, we need to be looking at infrastructure that will truly create greener, cleaner, jobs and help our economy. I live this is -- this is personal for me I live in the community, right, I experienced this. My neighbor died from lung cancer, and it’s not -- it this -- this issue is
-- is so much greater. It really is about our now and our future and we cannot make a decision that would lock us in for another ten years and again I’m hoping that we can delay this vote and we can really have a true discussion and true plan for how to move Baltimore forward so they can be the leader for Zero Waste because I believe that we can do it if that is our priority and if we put people over profit. Thank you.”

President: “Thank you -- thank you, Meleny. Thank you so much for your testimony. Um -- we will now hear from the Law Department.”

Ms. Dana Moore, Acting City Solicitor: “Uh -- good morning everyone Dana Peterson Moore, Acting City Solicitor. I want to begin with the belief that has guided me since I took on this responsibility um -- as Acting City Solicitor. We can all agree that we want and deserve cleaner air. That is the guidepost with which I have taken on uh -- the responsibility of trying to untie and untwist what
to do with the Wheelabrator situation, and the situation is this. Uh -- Baltimore City Council passed the Clean Air Act, I believe in 2018, 2019. It was very quickly -- it was done for very good reasons, and it set out expectations that Baltimore City ah -- required be met by the incinerator. Very quickly after that legislation passed, a lawsuit was filed by Wheelabrator asserting that the City Council had usurped the authority of Federal agencies and State agencies that set limits on air emissions. The City Solicitor's Office uh -- opposed that led that litigation as it moved forward the City was found um -- to have violated and usurped the indeed usurped the authority of the regulators. We went back and forth as to whether or not to note an appeal. The -- the challenge with the court ruling and the difficulty in deciding whether or not to appeal is that Judge Russell, who wrote the opinion uh -- regarding the litigation, regarding the Clean Air
Act wrote a very good opinion. And it appeared from our strong, thorough legal analysis that there was a good chance that we would not prevail on appeal and that's concerning because if we were to lose that appeal, we would have no ability to force the changes that all of you on this call, that the Baltimore City Council had legislated and that we all feel is important for Baltimore. The Law Department decided in consultation with Mayor Young, uh -- I consulted with the previous City Solicitor, and our legal team, and our appellate team, and we decided that though our chances of prevailing were not strong, what was strong was the need to take some action on behalf of Baltimore and all of you on this call and all of the people that are not on the call. So we noted the appeal and we began working on it. Uh -- We have an excellent -- excellent legal team that handles the appeals. I have great confidence in their ability. But as we preceded, my confidence in our ability to
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win was being chipped away, and that concerned me as the Chief Lawyer for the City, at this time. We were approached with the opportunity to consider um -- how to settle the claim. You know obviously Wheelabrator wished to continue to work with Baltimore in this region. Baltimore needs to have good trash management. Baltimore also needs to move forward with its Zero Waste Plan, and Baltimore has done a lot of work. Ah -- Shashawnda who spoke I’ve followed your work for, um -- a good while I know what you do I, know what you what your -- your advocacy. Um -- a number of the advocates on here Dante Swinton didn't speak but I - I follow you - I -- I know your work and I have great respect for it. And it's important because you hold us accountable. Ah --but as we move forward and the concerns about the success of the lawsuit really did drive our discussions. Uh -- we were given proposals um -- from Wheelabrator and we went back and forth, and this is what we
do as lawyers. We go back and forth, and we try to figure out are there terms that we can agree to. As this process became more rich, more full, more -- more certain, um -- I reached out to two City Council people that were really the lead proponents of the Clean Air Act. I reached out to Councilwoman Mary Pat Clark. Mary Pat Clark is my Councilwoman. I live in District 14. We have worked alongside one another on many issues. If you see, you know we buy houses signs and -- and you take them down yourself. Thank you, Mary Pat Clark, she did that. She did that because I and my husband asked her to. So that's the advocacy that I bring to this. I respect her, I appreciate her. I had to take a different path from her on this situation. I also reached out to Councilman Ed Reisinger and we talked. We talked more than four hours combined. Separately, separate conversations, and I took the time to explain to both of them this is where we are in the negotiation process. These are the terms that Wheelabrator is bringing to the Law
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Department for us to consider whether or not we would ever present to Mayor Young. And I explained what was happening and what the considerations were. I also explained to both of them and then eventually to Council Members individually that the Law Department and the Department of Public Works were working on three different streams, approaches to how are we going to get cleaner air in Baltimore. How are we going to resolve this lawsuit in a way that gives certainty to Baltimore? How can we reach an agreement that I can be proud of? I have -- I am a grandmother. I have three grandchildren. I have one who has asthma. I have one who I have literally had to hold in my lap and administer treatments so that he could simply breathe. I don't take this lightly. I do not take this lightly. I am the Chief Lawyer for the City and I have to make a hard decision. And I have to make a decision and a recommendation for everyone. And so, I’m also a lawyer. I’m a litigator. I’m a trial lawyer. I am trained up in understanding
what my cases are about. So, I listened to Councilwoman Clark. I listened to Councilman Reisinger. I listened to the Council people who were part of the vote to create the Clean Air Act. I reached out to scientists. I reached out to the Environmental Protection Agency leadership. I asked, what are we dealing with here? What can we do? I didn't just talk to Wheelabrator. I didn't just talk to DPW. We put a lot of time and effort into understanding the law, what our opportunities were, how we could win, how we could lose. In the end, I was very - very - very concerned, and I remain very concerned that if Baltimore City loses its appeal, we lose every opportunity we have to assure a cleaner, greener Baltimore through the Clean Air Act. And the reason we're here today is because our legislation -- our legislators took the time to care enough about this City and all of you on this call to create that act. Again, as the negotiations became fuller, I reached out to as
many members of the City Council as I could. Um -- I do think it's great to have a one meeting with everyone, but I spent more than 30 minutes up to an hour -- hour and a half with the individual City Council members that I could reach, and I explained, here’s where we are, here’s what we’re doing. And it wasn’t just working on negotiating a settlement and an agreement with Wheelabrator. With the help and support of the Department of Public Works, we approached the Department of Finance and the Bureau of Budget and Management to see what can Baltimore City afford. Um -- if we don't go forward with an incinerator, what can Baltimore City afford, if we do? What are the costs? So we did that analysis and we got that information, but we didn't stop there. We reached out to the Department of Planning. What does this all mean for Baltimore, if we shut down the incinerator? What does Baltimore do? What does it mean? What does life without this incinerator look like? How do we function? And the most chilling data point to me was that although
Baltimore does have plans to get to zero waste, they're not functioning, they're not happening, they are not enacted, they are on paper, they will happen -- they will happen, but we're not ready yet. And then we had um -- the overlay of the pandemic and we lost the ability to collect recycling because so many of the Department of Public Works members were ill. And the real out the realities of the -- the challenges of waste became real for all of us. I happen to enjoy going to Sisson Street, not everyone does. But that's no way to live and we can't ask Baltimore to continue that. So as things evolved, we ended up with an agreement that the most important was that there is no quote put or pay clause in that settlement agreement. And that's very important because there is no, uh -- there is no minimum amount of trash that Baltimore must
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meet as it takes it to the incinerator. That allows Baltimore, and this is so important. This is where we are with Wheelabrator, and this is where we are with our Zero Waste plan. Because of the way we negotiated this agreement, and the way it's presented to the Mayor and City Leadership. As we um -- continue with the incinerator because there is no put or pay plan, we are able gradually and consistently to bring down our reliance on Wheelabrator, and to bring up our own uh -- Zero Waste Plan. Eventually, they will meet and soon they will exceed, um -- one another, and then we will not have Wheelabrator. We negotiated that that was very -- very important. The most important thing is that negotiated terms by which Wheelabrator would immediately begin um - bringing -- revising and upgrading its facility so that it meets the emissions levels that are in the Clean Air Act. The one exception is that the nitrous -- nitrogen oxide levels will be reduced by 50 percent. Right now, we believe they're at 150. They will come down to 100. Um -- we also we're not just taking their
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word. We built-in accountability measures. There will be uh --
three tests of the stacks um -- each year, um -- there will be
penalties for failure to meet the admissions standards that we
set. Um -- we are. Um -- I -- I think the most important takeaway
is that this -- these agreements that are on the um -- table today
are the beginning. They are the beginning of a certainty for the
City of Baltimore, for all of its residents. Um -- one of the
voices that you know we don't hear much of are the silent majority
and I have worked to find them. I have read as much as I can about
what all of this means, but again, the most important is that we
can continue the City's push for Zero Waste. That is in no way
precluded. In fact, that is built-in. It is baked into this
agreement because we do not have a put or pay term. Um, I -- I'm
it's important that you understand that this has not been a secret
agreement. Um -- and -- I'm going to close with this because I think
that's what's really -- really important. First of all, we're in
City Hall. This is the office I’m speaking as the um -- Acting City Solicitor. There are no secrets here, which is why I began talking to the City Council and providing individual briefings in August and September of 2020, as we, as I had something to say, as I had something real to share. On September 26, 2020, I sent an email to the City Council asking for the opportunity to give a full briefing to the full City Council. I ended up giving a briefing to the Office of the City Council President on October 2, 2020. I and other members of the City Law Department -- Department of Public Works, and Finance participated in a five-hour hearing which, uh -- Mike Yule referred to as grueling, and it was -- it was long. The Law Department presented for more than an hour and a large part of that presentation was just what I have shared with all of you right now, the terms of the settlement. And that it was happening and that we were moving forward and that I personally was pleased that the agreement would allow the City to actually
stand up its own Zero Waste Program and to move towards it. Um -- that was really important. There was also information on. You know the financing and the consequences but, that was a very robust hearing. Many of you that are on the call today and have submitted protests were also part of that hearing, and I believe some of you even testified. I stayed on the hearing the entire time I heard all of you. Um -- I want you to know that your words and your message and your wants and your desires and your demands I’ve heard them. We have heard them. We have incorporated, we’re very careful to include those considerations as we move forward with trying to develop a settlement agreement that is respectful of all of you. And all of who are not on this call. All of you who are not on this call, which is really the majority. Um -- On October 16, um -- I or 17, or 18, I’m not recall which. But a couple of weeks after the hearing, I received another call from Councilwoman Mary Pat Clarke, uh -- we had an additional conversation about what
this settlement means. Um -- I did go back and listen to the hearing. I -- the five-hour hearing on October 2. I did not hear any commitment to do a public hearing. I don’t that -- that is not in my ability to do, but I did make a commitment to brief the full City Council, and I was able to make that commitment because I’d already reached out and asked for that meeting. I’d asked for that meeting on September 26. That didn't happen. I didn't have the opportunity. I never got an invitation to attend a City Council hearing, but that didn’t stop me. Um -- I would like to think that most of the City Council members are aware. Um -- certainly all had the opportunity to hear that October uh - 2nd uh -- five-hour hearing and to hear uh -- my testimony and that of my colleagues. Uh -- that's where we are. The um -- um -- I am very aware of all of the concerns. I do think that what's before uh -- this body today, does move Baltimore uh -- towards a healthier, greener, cleaner environment. And I very much um -- uh -- hope that the
recommendation will be taken up. Thank you very much, and I will defer to um -- the Department of Public Works in the event that they wish to add to my comment.”

President: “Thank you, thank you, Madam Solicitor. Uh -- thank you. Uh -- we I, actually and it’s my apology as I was trying to go through all of them, I missed uh -- two individuals who rightfully filed a protest and not called on. So, I’m going to call on them now. I’m going to start with Mike Ewald. Mike, you are up next and then we're going to go to uh -- Jo Merry following Mike. Mike ah-- the floor is yours.

Mike Ewald: Uh -- Okay. Thank you, and um -- and also congratulations um -- on your election um -- Council President and Mayor-elect. Um -- many people signed up to testify and aren't here, and it may be that they were not given the link. Um -- I was never emailed back from the City with the link to this, and there were a dozen people who I heard their names go by and they didn't get on. I saw one in the comments saying she also didn't um-- get the link or get called um -- so procedurally, there's some issues there. Um -- that would be one of many arguments for a delay in this decision. Um -- there was also an injunction filed and I was
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surprised that Solicitor Moore did not mention that, um -- since
she was um -- emailed with that this morning. It was filed in court
this morning. There was no sooner time to be able to actually file
it given the um -- closure of the court yesterday for the election
day. Um -- but that injunction was filed by two Council Members,
by Energy Justice Network and by Trilogy Financial Group. On one
of the companies that has been in touch with the City for over a
year was actually listed in the City's draft solid waste management
plan over the summer as a possible option. Um -- I believe um --
DPW Director Garbark, Acting Director Garbark, even reached out to
them in recent weeks about building some infrastructure at one of
the City's transfer stations, and yet they were not given the
opportunity to bid because this is not being put out to competitive
bidding as is required. And that's why there's a legal injunction
filed this morning, arguing that this vote should not take place
um -- because there's a competitive bidding requirement in the
City Charter that’s being violated, if this no-bid agreement goes forward. Um -- incineration is the most expensive and polluting way to manage waste or to make energy. We’ve documented that. We know it’s true for this region and we know that there are other options that are not limited to so-called WTE, which is the justification on your agenda here for why there's no other competitive bidding allowed, um -- is that there's only one of these so-called waste-to-energy facilities in the Baltimore Metropolitan area and therefore, that's the only option. Well, we know there are other waste companies that have approached the City that want to either haul the waste through a transfer station to out-of-state landfills, which no one likes landfills, but we know, we study this and we know for a fact, that even with long hauling distances, it's worse to burn it close to home than to ship it off to a landfill further away. And companies were not being given an opportunity to bid if they could do that. Other companies, even
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ones with waste energy, so to speak technologies, like Anaerobic Digestion, which, is Trilogy Financial Group, one of the plaintiffs in the injunction filed this morning, was not given an opportunity to bid even though the justification is that there are no so-called WTE waste energy facilities in the Baltimore area. There's a company that can provide a cheaper, that wants to -- that's been talking to the City has gotten good feedback from the City, they tell me and is being passed by because of this. Um -- we have been putting forward and have not been able to sit down with Solicitor Moore or other people in the City on to make our case, for why all we need to do is close a two-year gap between the expected closure of the current landfall in 2024 and the pro -- the expansion of that landfill in 2026. And we believe that can be accomplished by using existing transfer stations for certain amounts of the waste by putting zero-waste systems into place that can be done quickly like the recycling bins that there's already worked toward and
composting. These can be done within a few years um -- to close that gap that we don't have to worry about until 2024. There's no need to rush this and arbitrarily limit this contracting um -- to only one vendor, that's being considered, and I’ll finally um -- point out that D.C.'s share of their environmental um -- committee of their City Council, just informed their Department of Public Works that they should not move forward with the three-year renewal on their incinerator contract. This is for an incinerator in Northern Virginia because they promised the Council to look at alternatives two years ago in ---- and that they should only do a one-year extension just to buy the time, time that Baltimore City already has because there's still a year to look into alternatives and do those alternatives because they're less damaging than burning our waste and turning it into air pollution. Even with these new requirements in the contract, it will still be the largest air polluter in the City. So urge that this be tabled and um -- let the court decide what the proper procedure is before we move forward.”
President: “Thank you. Uh -- Jo, the floor is yours.”

Ms. Joanna Merry: “Thank you. Councilman Scott um -- congratulations on the electoral -- the election results. I’m in front of City Hall right now and we have artwork that was crafted by several youth leaders um -- in south Baltimore, and this is how they choose to spend their time and I um -- have had the honor of working with several youths in Baltimore City around environmental justice issues. I’ve worked with Baltimore Beyond Plastic. I’ve worked with um -- for individuals from Free Your Voice and um -- usually what I walk away with when I’m working with the youth is I’m just always in awe. I think this is something in their adolescence and all the struggles that adolescence bring with it, this is something that they see that they spend time to talk with people around. They challenge themselves, they're vulnerable, and they regularly um -- continue to show up and to fight. And what we
really need to be doing for our youth is listening to them, is giving them space, um -- making sure that they are seen, and that they are heard. And that’s something that I really strongly voted for, um -- when I was casting my ballot um -- was the space for youth to have voice in City government, um -- especially under your upcoming um - term. So especially with looking at you know why our youth have lost, they've lost their communities, um -- they're not in school currently. A lot of youth that I speak with are struggling with anxiety and depression. Um -- they also are now looking at the national results of this election and feeling a lot of fear. Um -- what we really need to make sure that we're doing is we are giving them some sense of hope that they have leaders that are able to take time to listen to them, to think about their future. Climate change isn't going somewhere. It's not just going to disappear. It's not going to come and go with elections and who's in power, or how many lawsuits, or anything like that. It's here and we need to be curbing it now. Like this
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is a future for our youth, um -- and it’s imperative. It’s going to continue to have the same impacts. Um -- I come from Upstate New York and Wheelabrator has a facility there, right on the shores of the Hudson River. Um -- it’s like a high, um -- housed a lot of housing in that area, you have lower income white citizens um -- who are breathing that air and they are the more vulnerable citizens that are in that area. The choices that we make with the Wheelabrator as a City for Baltimore feeds pockets for them to continue their damages elsewhere. It doesn't happen in a vacuum. Um -- it just feeds them. It gives them power and we need to reroute. We need to rethink. We need to be thinking about our future for our children that we work with, children in our neighborhoods, our families and we need to think collectively that way. Um -- thank you for your time.”

President: “Thank you. Ah -- Mr. Swinton, the floor is yours. Dante? I can see him. All right. Ah -- Madame Comptroller, you were off mute. Uh -- did you -- did you have a comment?”
Comptroller: “Uh -- not at this time. After you call for the vote.”

President: “All right. Thank you, Madame Comptroller. Thank you. --uh.”

Ms. Heather Hax: “Oh, hello. My name is Heather Hax, and I actually filed a -- a protest.”

President: “Heather. Heather. Heather, you haven’t been recognized. Hold on one second. Heather -- one second. Mr. Swinton, are you there? You are the next person that we have. Dante Swinton? Dante, are you still there? I think he may be having technical difficulties because he uh -- keeps going on and off of the screen. Thank you. Thank you, Mr. Swinton. If you're there, he's having uh -- he's having computer problems. Uh -- uh. Heather you -- you may speak. Heather is -- is the last person of the protest. Heather, please. I’m sorry about that, but Mr. Swinton as on the screen and then uh -- popped off. We were just trying to -- to follow uh the
Order. Heather uh -- please and just make sure you give us your last name too uh --.”

Ms. Heather Hax: “My -- my name is Heather last name Hax -- Hax um -- and I would like to also um -- be among those who congratulate you on this victory that I work with Unite here very much to get you elected Mr. Scott. Um -- a lot. And I’m super disappointed that this uh -- that this vote is coming in the routine agenda, and um - it’s so consequential. -- It is so consequential to determine the future of this City, the quality of our air, the impacts of climate change and I actually do, I just reject uh -- Dana Moore’s framing that it -- that this is all because of the um -- the Clean Air Act um -- that -- that you know we have to like move forward um -- with this contract because like that’s neither here nor there. We can do this without with even the Clean Air Act being rejected it's a dangerous ---- but it's possible so zero waste um -- the zero-waste infrastructure, can be built in the year um - leading up to that contract renewal. I have no clue why
we're doing this right now, no clue whatsoever. We have a whole year to build a Zero-Waste infrastructure, to get recycling back up, to actually invest in a clean energy future, to create jobs, to create, um -- clean air, to create a you know composting facilities. There's um -- over 30 years you all did nothing to -- to -- to -- create this feature. We can do this. We have to do this. We have to think bigger than the status quo. So -- uh hang on, Sorry. So you cannot keep, incineration going and then keep saying, oh, but we're going to lower air pollution. We're going to -- we're going to not poison these communities. This is a failure of leadership on the highest level and I do not understand why Jack Young is the person who's making this decision. He was not voted into office as Mayor. He was not elected and he is a lame-duck session. And here you all are on this Board of Estimates meeting, just branding this through because we are all looking for -- and I can't even believe the nerve of the Board of Estimates in
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doing this. Like I really worked hard to get you all elected. To
get you, Brandon Scott, elected because of your commitment to Zero
Waste, because of your commitment on record, on the on video saying
that you will shut this down, and here you are bundling this in a
routine agenda. How dare you? -- How dare you? I can't even, and
I -- I -- I will support you. I will keep going with you, but when
that time comes up and you do not actually listen to the people
who work their butts off to get you elected, we will primary you.
Do you get that? Do you get how we need you to be responsive to
the people who are out there in front of City Hall, trying our
best to make sure that we have good jobs and a livable future? We
can do better. You must do better than this. Thank you.”

President: “Thank you, Heather. Uh -- Dante, I see you're back.
Are you good? Dante. All right, I want to thank everybody for --
for coming and testifying today on the non-routine uh -- non-
routine portion of the agenda. Uh -- thank you for everyone who
let their voices be heard. Uh-- Madam Solicitor, uh -- as there is
no more protest. Dante, are you there?”
Dante Swinton: “Go okay, I’m here --I’m here.”

President: “Go ahead, Dante.”

Mr. Swinton: “Yeah, I’m sorry.”

President: “Before you start, please before you start, could everyone else please when -- when speakers are speaking stay on mute uh -- because when -- when Heather was speaking, we had an echo because we had several people that were off mute? So please as Mr. Swinton is speaking, please, everyone, stay on mute. Go ahead Dante.”

Mr. Swinton: “Yeah, sorry about that. My computer has decided that today was the perfect day to start acting up. Um -- but uh -- yeah, so I mean I feel like this is probably one of the most frustrating things I ever seen, uh, done by this current administration, uh the last couple of administrations to decide to rush this bill
just a couple of days or this contract just a couple of days after Baltimore County decided to agree to a settlement with Wheelabrator, um -- when they're also in the midst of a lawsuit. Instead of defending a bill that is justified in the Law Department and said was justified uh -- we decided to go into this idea of settling with this company and all intents and purposes it is the Donald Trump of waste management. It sued the County. It sued the City and now it's trying to get involved and yet for some reason we are backing down to that when in actuality it makes more sense for us to pursue a more sustainable future immediately. We don't have to sit here for another ten years leaning on the City's largest air polluter that's been here for 35 years uh -- when I. -- Then what also is baffling me is that these this facility is that old to decide to extend it for another ten years is to ask for more trouble. These facilities average about what 23 to 30 years max, and now we're trying to push it longer because we don't believe in the City of Baltimore to be more aggressive about this
uh -- Zero-Waste policy. Uh -- people have probably said it, but the main reason why our recycling uh -- programs or haven’t developed these programs is the fact that we’ve depended on this facility. So to choose another ten years of it means that we’re, again, are going to depend on this facility it’s not going to allow us to be more aggressive about Zero Waste and so, I feel like even in the budget uh -- discussion when we’re discussing the ban the burn bill with some of the budget folks and -- and more and all that there was no actual conversation from the budget director uh -- about what it would look like to move toward uh -- building these facilities or were working with these survived cities to go in that direction. It’s simply been, let’s burn it. Let’s deal with it when we come to it. Whatever, it's already here. Like that’s short-sighted. It's short-sighted by the current Mayor. It would be short-sighted by any future administration and it just baffles me that we even tried right now to just lump it into everything else when clearly over the last several years, people
have been bugged out about the idea of putting more incinerators, or keeping existing incinerators in Baltimore City. So why would we not at least sit on this, have a larger discussion about the fact that it's actually cheaper to build our own recycling facility, to actually fund our own composting facility. To provide bins to everybody in the city for recycling and composting and it would be to sit on this incinerator for another ten years or even expand the landfill until it’s in the 2052? Like it -- it is far more affordable for us to go this direction and I don't know if it’s a combination of -- of classist and uh -- subsurface racist perspectives on the way that people can handle waste in the City, but that seems to be uh -- where we’re going, and it’s very problematic to me. So we need to step back and not kowtow to this incinerator company. Uh -- when they know uh damn well although we have going in a different direction uh -- with this current or with this future Mayor, I should say so. So, I mean, there's a lot extra to say, but I feel like if we're going to try to just brush
this through, yeah, we clearly know there's a problem with it and every single one of you know there's a problem with it if there have been years and years of people fighting against the proposal at ---- answers and now this existing one that's been here for three and a half decades the City's largest air polluter. What you're essentially agreeing to is continuing to pollute the City for another ten years with over 300 pounds of lead every year, uh -- hundreds of thousand pounds of Co2, uh -- uh -- two million pounds of nitrogen oxide. That's things that are contributing to the air problem, heart disease, frequency of stroke and the like. So why are we buying into that when there's a better future for the city? We've spoken about a new way forward. This is not a new way forward. We need to do better. Thanks.”

President: “Thank you, Dante. Uh, – Nicole? You’re on mute, Nicole.”

Ms. Nicole Fabricant:” Okay, thanks, um -- Brandon Scott.
Department of Public Works/
Department of Law cont'd

I appreciate uh -- the opportunity to comment. I also want to reiterate and say congratulations. Like our hope is that you represent new leadership in this City. We have stood beside you. We have um -- shared some of the stories from South Baltimore. You’ve come down to South Baltimore, to Curtis Bay, unlike many other politicians of this City that refuse to actually go to the communities that are most impacted by air pollution. We have stood alongside you as we presented, as youth presented, right about policies for fair development and about Zero Waste. So, I reiterate what Heather Hax and others said that we do stand beside you, but we are hoping that you take a really strong stance on this for the future of our children. I’ve been involved with Free Your Voice, organizing for ten years, a decade of my life. I started down in Curtis Bay with Destiny Watford and some of the youngsters who fought the nation’s largest proposal to bring the nation's largest trash to energy incinerator to their community. These kids are incredible. These kids heard that there was a rotating door, right,
between O’Malley and private interests, Energy Answers, and started to do some serious research. These kids didn't know what they were going to come up with, but actually, through everyday sort of struggles and organizing and coming up with a plan, they spent years of their lives figuring out how to stop Energy Answers. That was one victory, but there remain many -- many more for these youth. And every day, I see Marvin Hayes is on this call and many others, we ask as we're working with youth down in South Baltimore, how many of you experience respiratory illnesses? How many of you have high cases of asthma? The entire class that we teach in Benjamin Franklin, raises their hands. This is absolutely unacceptable that we're even on a call considering another ten years of toxicity in a City that adversely impacts poor brown and black youth. I can't even, I mean think that this entire process would occur undemocratically, that it would be pushed through by an interim Mayor, and that Brandon Scott. I mean in all honesty,
Department of Public Works/
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we want you to really take a stand around this. Uh -- We have a plan. You were there when the youth launched their Zero Waste Plan for the future. We need to listen, as someone said at the very beginning of this call, to these youth. These are incredible kids. They’re smart. They're capable. They're competent. They have already gathered resources and support. San Francisco has done this. Many other cities stand to give us an example of what Zero Waste could truly look like. These kids deserve a better future. We have been organizing for over ten years to give these kids a decent, healthy future. We want Zero Waste, and we want it now, and we will not surrender to anything less than that. Thank you.”

President: “Thank you. Thank you, Nicole. Thank you to everyone who came to testify today. Uh -- thank you so much. Uh -- as we have no one else officially filed a protest that we have before us today, uh -- the motion uh -- we will entertain a motion. If anyone wants to make a motion on this item and before I do that, Mr. Mayor, Madame Comptroller, do you guys have anything to say as of right now?”
Comptroller: “Um -- I like -- I like to make a comment after the vote has been taken or if you want me to make it now. I’ll – I’ll just.”

President: “You can make a now, that's fine. Mr. Mayor.”

Mayor: “I’ll -- I’ll wait until after the vote, Mr. uh -- President.”

President: “Okay.”

Comptroller: “Okay --Okay, I am, I’m going to vote. Hello?”

President: “Oh, Madam Comptroller, are you making a motion.”

Comptroller: “No.”

President: “Okay. No, oh, he is.”

Matt Garbark, Acting Director of Department of Public Works: “Mr. President. I move that the protests be rejected and the items be approved as recommended on the Board agenda.”

Ms. Dana Moore, Acting City Solicitor: “Uu -- Mr.-- Mr. President I second that motion.”
President: “Madam Comptroller, can you repeat that? I couldn’t hear you.”

Comptroller: “Dana second, Acting City Solicitor second. I didn’t take my vote yet.”

President: “Okay, all those in favor of rejecting the -- the protests and proceeding with the item say, Aye. All opposed, say Nay.

Comptroller: “NAY, and I would like to explain--”

President: “Please note the Council President and the Comptroller as NAY. Madame Comptroller.”

Comptroller: “Uh – yes, I would like to explain my NO vote on this item. Specifically, I take issue with the extension of the agreement that will allow Wheelabrator to continue burning trash at BRESCO plant adjacent Russell Street at the southern gateway to Baltimore City. The BRESCO incinerator is a source pollution that contributes to high rates of asthma and other health problems in the mostly minority communities that surround it. It has also been the subject of legislation, such as the Baltimore Clean Air Act, as well as litigation and controversy, for too long. On February 22, 2020, young activists from United Workers, along with hundreds
of community health and environmental advocates from across the City, announced the launch of Baltimore’s Fair Development Plan for Zero Waste. Also, the City Council adopted a Resolution in support of the Plan on April the 6th of this year. This Plan is aimed directly -- directly at addressing inequitable health outcomes and harms to communities that arise from the City's waste disposal practices. While I understand that the goals of the Zero Waste Plan will take time and money to implement, extending the contract with Wheelabrator for ten years through December 2031 locks the City into a course of action that moves us in the wrong direction. I hope the City will rigorously enforce the Emissions Control Agreement with Wheelabrator that’s included on today agenda items. I also urge the grassroots activists who have worked so hard on the Plan for Zero Waste to persist in their efforts to implement it and to keep fighting for environmental justice in our City. And for these reasons, I vote NO on pages 105 through 109 of today's agenda. Thank you.”
Department of Public Works/
Department of Law cont’d

President: “Mr. Mayor.”

Ms. Shashawnda Campbell: “Can we also vote? Can we say no to this?”

President: “No one else can speak, sorry. You can’t speak at this point, but thank you. Mr. Mayor.”

Mayor: “Thank you, uh -- Mr. President. I want to address the extension of the Wheelabrator contract that the Board just approved. I believe this agreement represented a fair balance between fiscal prudence and social responsibility. I was President of the City Council when the Clean Air Act passed. I was a strong supporter of that bill and I’m a supporter of the Zero Waste approaches adopted by the City. We must find more and better ways to reduce, reuse, and recycle our waste. In March, the Federal District Court for Maryland struck down the Clean Air Act, noting the City oversteps its authority. An appeal was unlikely to succeed, which meant we were facing the possibility that BRESCO could continue to operate with no improvement to its emission. That was a scenario I found unacceptable. Wheelabrator and the City began discussions to find middle ground, which has resulted
in the agreements we just approved. In exchange for extending our user and disposal agreement for ten years, Wheelabrator agreed to fund $40,000,000.00 of the mission control system upgrades. The City will pay nothing more than what we have already planned, the agreement having no put or paid provision. Meaning, there is no minimum amount of waste we are required to deliver. The admissions upgrades will ensure Wheelabrator meets or exceeds all of the requirements in the Clean Air Act with the exception of nitrogen oxide.”

President: “Mr. Mayor, hold on one second. You have to be unmuted.”

Mayor: “Okay, um -- the mission upgrades will ensure Wheelabrator meets or exceeds all the requirements in the Clean Air Act with the exception of nitro oxides. They will be improved by 50 percent. The extension of the agreement will buy the City time to bring Zero Waste initiative online in a fiscally prudent manner, while at the same time greatly improving air quality. This is a good and
responsible deal. And uh -- Mr. President, while I still um -- have the floor um -- I still have to run the City until you’re sworn in on December the 8th. Um -- and lame-duck status or not, I have to make sure that this City continued to run and run well and I think I have done that. Um -- and for those who um -- beg to differ, I support it. I came to Curtis Bay. I came there. We lived under the incinerator that Johns Hopkins used to burn. I’m suffering with asthma right now, and bronchitis and my father died from lung cancer. So I understand all of this, but we have to have somewhere to send our trash. We talk about compost. We’re not even recycling like we’re supposed to because the citizens of Baltimore are refusing to recycle. I mean, we’re moving from one thing to the next thing, to the next thing. We have to make sure that our citizens are all on board with recycling, with composting and all those things so that we can make sure that we have Zero real -- Zero Waste. So um, I just want you all to know that I’ve done the best that I could. You might not agree with it, but lame duck or
not, I have a City to run and I will continue to run the City. I will continue to do the things we need to do on the Board of Estimates to keep this City functioning. Thank you Mr. President.”

President: “Thank you, Mr. Mayor. Uh – let’s be very clear everyone. Baltimore cannot continue to rely on the incinerator, and even with today’s vote, that remains true. The bottom line today is that there is no substitute for actually investing in a Zero Waste future for Baltimore, and in just over a month, I will, thanks to the voters of this City, become the next Mayor of Baltimore City, and I will do everything in my power to ensure this is the last time we ever discuss extending the lease in contract and work with BRESCO and work to divert as much waste as possible over my term as Mayor. We are here today because the City has failed, as was eloquently put by many people today, for decades to take Zero Waste and reimagining waste seriously. Our City has
never fully invested in the infrastructure and education required for a successful transition to Zero Waste. 85 percent in people in our City didn’t regularly recycle before the issues that have recently come with recycle. We have a lot of work to do and there is no quick fix. That is not a criticism of the current Mayor. It is a criticism of the way that we’ve done business in this City for far too long. It goes much deeper and further than any one administration. This is despite uh -- the -- the tireless advocacy on part of the communities of South Baltimore, some of those individuals who we heard from today, which are disproportionately impacted by this facility, and the advocacy of our City’s strong and growing environmental community who have done great work in educating the public and citizens on what we need to do moving forward as a City. I want to personally thank everyone who spoke out at today’s meeting. Come December 8, I trust and I hope, and I know that you will hold me accountable. Our cities, communities
Department of Public Works/
Department of Law cont’d

will be better for it. Uh -- this will not be easy work. This will not be over work night by any means, and it's going to require the participation of people inside, but most importantly, outside of City Hall. We will all have to work together and that’s what I think about; what I can control and the term ahead. That is my focus of us working together doing the tough work that actually needs to be done to push Baltimore towards a path towards Zero Waste. We will do that and we will do that together. Uh -- Thank you.”

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UPON MOTION duly made and seconded, the Board approved and authorized execution of the Extension of the Subdivision User Agreement with the Northeast Maryland Waste Disposal Authority for the City to dispose of waste materials at the Wheelabrator Waste-to-Energy Plant; the Extension of the Hawkins Point Disposal Agreement with the NMWDA for the City to accept the ash produced
Department of Public Works/
Department of Law cont’d

at the WTE plant at the Quarantine Road Landfill; and Approval of an Emissions Control Agreement with Wheelabrator Baltimore, L.P.

The President Voted NO. The Comptroller Voted NO.
There being no objections, the Board, UPON MOTION duly made and seconded, approved the following Proposal and Specifications to be advertised for receipt and opening of bids on the date indicated.
President: “As there is no more business before the Board, we will recess until bid opening at 12 noon. The Board will be in recess next week of November 11. We will reconvene November 18, 2020. I thank you for tuning in, everyone. Please stay healthy and stay safe.”

* * * * *
Comptroller: “Ok. Good afternoon. The Board of Estimates is now in session for the receiving and opening of bids. As part of the overall effort to limit transmission of the COVID-19 virus, the Board of Estimates is conducting bid openings virtually. Members of the public can call in to listen to bid openings live by calling 443-984-1696 and entering access code 0817325. The Board of Estimates meetings are broadcast live on CHARM-TV, Channel 25 on Comcast cable in Baltimore City. Meetings are also streamed on the Internet at www.charmtvbalbimore.com/watch-live. The Board of Estimates will continue to conduct bid openings virtually while the state of emergency declared by the Mayor of Baltimore and the Governor of Maryland remains in effect.”
BIDS, PROPOSALS AND CONTRACT AWARDS

Prior to the reading of bids received today and the opening of bids scheduled for today, the Comptroller announced that the following agency had issued an addendum extending the dates for receipt and opening of bids on the following contract. There were no objections.

Bureau of Procurement - B50005740, Baltimore City Building Demolition

BIDS TO BE RECV'D: 11/25/2020
BIDS TO BE OPENED: 11/25/2020
Thereafter, UPON MOTION duly made and seconded, the Board received, opened, and referred the following bids to the respective departments for tabulation and report.

**Department of General Services** - GS 1680R, Mitchell Courthouse Roof Replacement

Roofing Sustainable Systems, Inc.
   dba RSSI Roofing Co.
SGK Contracting, Inc.
Cole Roofing Co., Inc.
City Roof Corporation
Nichols Contracting, Inc.
Parkinson Construction Co., Inc.
Simpson of Maryland, Inc.
W. M. Schlosser Company, Inc.

**Bureau of Procurement** - B50006122, Ford Pursuit Utility Vehicles, Hybrid and Non-Hybrid

Hertrich Fleet Services, Inc.
Pacifico Ford Fleet Group

**Bureau of Procurement** - B50006065, Leasing 4x4 Sport Utility Vehicles

All Car Leasing, dba Nextcar
Acme Auto Leasing

**Bureau of Procurement** - B50006135, Various Hoses and Accessories

Tipco Technologies
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There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, November 18, 2020.

JOAN M. PRATT
Secretary