



Mayor and City Council of Cumberland

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

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

AGENDA

M&CC Regular Meeting
City Hall

DATE: February 21, 2023

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Director's Reports

(A) Administrative Services

1. Administrative Services monthly report for January 2023

(B) Public Works

1. Maintenance Division monthly report for January 2023

(C) Fire

1. Fire Department monthly report for January 2023

(D) Police

1. Police Department monthly report for January 2023

(E) Utilities - Flood, Water, Sewer

1. Utilities Division Water/Sewer/Flood monthly report for January 2023

Public Comments – for agenda items only

All public comments are limited to 5 minutes per person

New Business

(A) Ordinances

1. Ordinance 3939 (*1st reading*) - authorizing the execution of an agreement of sale and a development agreement with Clock Tower Ventures, LLC for the sale of the property at 19 Frederick Street

(B) Orders (Consent Agenda)

1. Order 27,182 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the downtown mall for the Hooley Pub Crawl for the period of March 11, 2023 beginning at 12:00 p.m. and ending at 2:00 a.m. on March 12, 2023; notwithstanding, that open glass containers shall not be permitted
2. Order 27,183 - accepting a donation of \$50,000 from the estate of Ann Callan, with funds restricted to the purchase of a new ambulance for the Cumberland Fire Department
3. Order 27,184 - declaring vehicles and equipment to be surplus and authorizing them for sale or trade in
4. Order 27,185 - authorizing appointments and reappointments to the Administrative Appeals Board, Downtown Development Commission, Historic Preservation Commission, Human Relations Commission, Municipal Planning and Zoning Commission, Shade Tree Commission and Zoning Board of Appeals
5. Order 27,186 - authorizing the Fire Chief to accept the proposal from AIRVAC911 Air Vacuum Corporation to install engine exhaust removal systems at Cumberland Fire Department Central Station #1 and South End Station #2 on a sole source basis in the amount not to exceed \$55,450.00
6. Order 27,187 - accepting the proposal from Hite Associates to replace roofs at the Water Reclamation Facility's Blower Building & GBT Building, City Project 2023-05-WRF, in the amount not to exceed \$110,000
7. Order 27,188 - approving a sponsorship for Greenway Avenue Stadium Capital Improvement Fund for an advertising panel to be displayed for a ten year term from February 2023 through February 3033 in the initial amount not to exceed \$10,000

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Administrative Services Monthly Report for January 2023

Administrative Services Monthly Report for January 2023

February 21, 2023

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Dear Mayor and City Council Members:

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

Information Technology Department

January 2023

Johnna Byers, Director

Statistics

150 new help desk requests
132 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Continue making changes to update our network environment and improve security
- Continue working on police mobile data terminal updates
- Continue WebEx cloud phone migration/upgrade project
- Continue investigating replacement property tax software
- Continue project to replace aged cameras in City Hall and Public Safety

Parks and Recreation

January 2023

Ryan Mackey, Director

- Meetings attended:
 - Monthly Parks and Rec Advisory Board Meeting on 1/9/23
 - Naming items in the park for monetary donations
 - Volunteer work days in the park
 - Upcoming ground hog day event discussion
 - Pool and Guard Shack renovations underway
 - Deck taken down and replaced with concrete pad
 - Guard Shack resided
 - DDC Meeting
- Events:
 - Preparations for upcoming softball season.
- Upcoming:
 - Planning Started for July 4th Fireworks
 - Insurance form updated
 - Down Payment Processed
 - Planning Started for Concert in the Park Series
 - 11/15 acts booked
 - Calendar Started for Field Usage
 - Field Usage Calendar underway
 - Planning on larger football tournament event
 - Upcoming Parks and Rec Board Meeting 2/6/23

Community Development Report

January 2023

Kevin Thacker, Code Compliance Manager

CODE COMPLIANCE

Noted Activity:

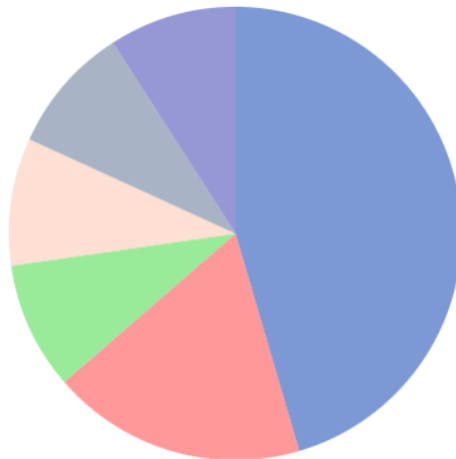
- Three additional Home Renovation Grant projects were awarded – 724-726 Baker St., 307 Baltimore St. and 420 Pine Ave.
- 130 N. Mechanic St. – Conversion to 3 loft style apartments with estimated value of \$195,000.00

Code Enforcement Activity:

24 new cases received – 13 of those are still open

11 violations were found

11 cases have been resolved



Violations by Violation Type			
■	Dwellings, yards and lots to be kept clean	5	45.5%
■	Order to vacate	2	18.2%
■	(10) Truck and vehicle parking requirements	1	9.1%
■	Accessory uses and structures	1	9.1%
■	Cutting of weeds	1	9.1%
■	Duties of owner and operator	1	9.1%

Permits/Reviews & Rental Licenses:

26 Total Permits/Reviews were issued.

35 Rental Inspections were completed

Building

Residential..... 3
 Commercial..... 1

Miscellaneous

Residential3
 Commercial1

Occupancy

Residential0
 Commercial1

Signage

Commercial2

Electrical

Residential..... 5
 Commercial..... 3

Plumbing

Residential0
 Commercial1

Utility

Residential0
 Commercial0

Demolition

Residential 0
 Commercial 0

Public ROW

Res./Comm..... 1

Rental Licences

Issued.....42

Rental Inspections

Pass34
 Fail.....1

Lien/Citations

Fines Paid 0
 Liens Paid 1

**Plans, Reviews, Amendments and Appeals
 (ZA, RPR, SR, ZMA, ZTA, SRA)**

Zoning Map Amendment1

Certificates of Appropriateness

Issued.....5

Request for Change/Amendment

Issued.....0

Revenue from 'Issued' Permits/Reviews:

Building Permits.....	\$1119.00
Miscellaneous Permits.....	60.00
Occupancy Permits.....	30.00
Sign Permits.....	167.00
Utility Permits.....	0.00
Plan reviews, Amendments & Appeals.....	0.00
Zoning Classification (information request).....	0.00
Municipal Infractions (citations).....	0.00
Certificates of Appropriateness.....	150.00
Rental Licenses (new & renewals).....	4,775.00
Paid Rental Inspection Requests.....	.00
TOTAL	<u>\$5,182.00</u>

Demolition Bonds Collected..... \$0.00
 Lien Collected..... \$405.00

Community Development Programs

January 2023

Lee Borrer, Senior Community Development Specialist

CDBG -see report, 2023 Annual Action Plan process underway, looking at remaining funds for re-allocation, estimate expending \$400,000 in infrastructure and construction project funding the next 3 months

CDBG-CV - 42% expended

ARPA Projects-see funds and narrative reports

Community Development Block Grant (CDBG) Monthly Activity	January 2023 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
Baltimore Street Redesign	2020	\$402,700.00	\$0.00	\$402,700.00
Const Pk Inclu Playground Ph 2 guard station		\$37,184.62	\$4,200.00	\$32,984.62
AYEPS Youth Center Facil Rehab	2020	\$4,753.75	\$0.00	\$4,753.75
2020 Grant Totals		\$444,638.37	\$4,200.00	\$440,438.37
Balt Street Redesign/Queen City/South Str	2021	\$232,721.00	\$0.00	\$0.00
Queen City project break away	2021	\$59,692.50	\$59,692.50	\$0.00
South Street project break away	2021	\$173,028.50		\$173,028.50
HRDC Rental Rehabilitation	2021	\$19,300.00	\$0.00	\$19,300.00
Admin	2021	\$126,426.00	\$89,789.16	\$36,636.84
Ind Cost	2021	\$15,120.00	\$9,477.00	\$5,643.00
Fair Housing	2021	\$8,454.00	\$8,037.87	\$416.13
YMCA GilcristHVA Repl Ph 2	2021	\$48,520.00	\$48,519.00	\$1.00
Targeted Foot & Bike Patrol	2021	\$3,961.00	\$3,959.57	\$1.43
Const Pk/Splashpad	2021	\$87,750.00	\$0.00	\$87,750.00
2021 PI credits				\$5,839.08
2021 Grant Totals		\$774,973.00	\$219,475.10	\$328,615.98
2022 PI credits	2022 hud yr			\$2,068.98
Balt Street Redesign/ South Street	2022	\$188,384.50	\$0.00	\$188,384.50
South Street project break away	2022	\$48,007.50	\$0.00	\$48,007.50
AYEP Youth Center Rehab	2022	\$10,000.00	\$0.00	\$10,000.00
Admin	2022	\$101,000.00	\$24,342.07	\$76,657.93

Community Development Block Grant (CDBG) Monthly Activity	January 2023 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
Ind Cost	2022	\$16,000.00	\$5,439.50	\$10,560.50
FH	2022	\$13,000.00	\$1,722.91	\$11,277.09
YMCA Gilchrist Gymnasium Roof	2022	\$36,000.00	\$0.00	\$36,000.00
AHEC Dental	2022	\$5,000.00	\$1,310.00	\$3,690.00
Long Term	2022	\$6,000.00	\$1,364.00	\$4,636.00
Short Term	2022	\$6,000.00	\$1,364.00	\$4,636.00
JFV Sidewalk Installation	2022	\$40,000.00	\$0.00	\$40,000.00
FCRC IPV	2022	\$10,500.00		\$10,500.00
Targ Foot /Bike Patrols	2022	\$4,960.00	\$668.96	\$4,291.04
Jane's Place Inc.	2022	\$5,000.00	\$0.00	\$5,000.00
YMCA Food Program	2022	\$5,000.00	\$1,077.23	\$3,922.77
Const Pk Improvements/former Splashpd	2022	\$278,000.00	\$0.00	\$278,000.00
Gilchrist Security for Transi Housing	2022	\$30,820.00	\$0.00	\$30,820.00
2022 Grant Totals	2022	\$803,672.00	\$37,288.67	\$766,383.33
July 2022 program income		\$4.61	2021 IDIS	
Aug 2022 program income		\$4.61	2021 IDIS	
September 2022 program income		\$2,059.76	2021 IDIS	
October 2022 program income		\$23.94	begin 2022 PI	
November 2022 program income		\$11.86	2022 IDIS	
December 2022 program income		\$19.24	2022 IDIS	
Total			Total All Yrs	\$1,543,345.74
Total PI to 2022 EN begins Oct 2022 drw		\$55.04		
January 2023 Report 1/24/23				
Balances:	Year	IDIS grant rpt		
\$440,438.37	2020	\$443,926.95	due to \$76.80 from 2021 PI	
\$330,684.96	2021	\$331,396.38	due to \$76.80 from 2021 PI	
\$766,438.37	2022	\$798,404.36	\$55.04 PI just added since October draw	
\$771,123.33	OLD 20 21			
\$1,537,561.70	Total All			

Project Name	Amount Funded	Expended	Funds Remain	IDIS #	
CV HRDC Emergency Assistance	\$24,992.05	\$24,992.05	\$0.00	1757	CV20.003

Project Name	Amount Funded	Expended	Funds Remain	IDIS #	
CV Associated Charities Emergency Homeless Prevention	\$21,768.22	\$7,614.48	\$14,153.74	1763	CV20.005
CV Hazard Pay Relief Program	\$55,000.00	\$55,000.00	\$0.00	1762	CV20.002
CV Broadband & Technology Accessibility	\$172,456.00	\$84,348.30	\$88,107.70	1758	CV20.004
CV YMCA Gym Roof	\$40,600.00	\$0.00	\$40,600.00	1787	CV20.008
CV FCRC COVID/Crisis Hotline/HEPA needs	\$84,544.00	\$11,847.39	\$72,696.61	1788	CV20.009
TOTAL CV1	\$399,360.27	\$183,802.22	\$215,558.05		
B20MW24001 Award	\$476,251.00				
Total	\$274,216.27	\$183,802.22	\$431,116.10		
CV3 AYEP Youth Center Rehabilitation	\$190,050.73	\$65,782.55	\$124,268.18	1764	CV20.006
CV3 YMCA Transitional Housing Sanitizer	\$6,750.00	\$6,750.00	\$0.00	1765	CV20.007
TOTAL CV3	\$196,800.73	\$72,532.55	\$124,268.18		
B20MW24001 Award	\$119,910.00				
Sub Recipient					
Updated 1/26/23 post December 2022 draw					

Both sources CV1 and CV3 \$596,161.00 \$256,334.77 \$339,826.23

42.99757448

ARPA Project	Original Grant	Expended	Balance	Beneficiaries
ARPA Janes Place	\$102,623.00	\$25,857.37	\$76,765.63	See Q narrative
ARPA YMCA Buses	\$216,000.00	\$0.00	\$216,000.00	0
Awards	\$318,623.00	\$25,857.37	\$292,765.63	

Historic Planning/Preservation

January 2023

Ruth Davis-Rogers, Historic Planner/Preservation Coordinator

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

Historic Preservation Commission Meeting (HPC)

- Prepared and administered the Historic Preservation Meeting on January 18th
- Reviewed and administered Certificate of Appropriateness permits

Meetings & Events

- Reviewed proposals for Cumberland Historic Preservation Plan
- Attended Leadership Allegany class
- Attended MHT Historic Preservation Capital Grant Workshop
- Attended ALLCON board meeting
- Prepared for upcoming Tax Incentive Workshop (to take place in February 2023)
- Worked on Dept. Budget
- Attended board meeting for UMD School of Architecture, Planning and Preservation Historic Preservation Dept. Technical Advisory Committee
- Attended Maryland Association of Historic District Commissions Meeting
- Attended meeting with Preservation Maryland on historic trade workshops

Grants, Tax Credits and Section 106 reviews

Administered/managed funding/grants for:

- Residential Accessibility Improvement \$50,000.
- Roof Replacement Program \$50,000.
- Conducted Section 106 Reviews (as needed) for CDBG funding.
- Answered questions (as needed) regarding tax incentives from both current and potential building owners.

Personal Training

Continue to train and learn the following systems:

- Logos
- Citizenserve
- Municode
- Intelligrants (State of MD)
- Civicplus

Comptroller's Office

Financial Activity Report January 2023

Mark Gandolfi, City Comptroller

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

On January 1, 2023, the City had a cash balance of \$15.7 million (\$12.9 million invested in a value money market program and \$2.8 million participating in a sweep program at First United Bank). Disbursements exceeded receipts by \$620 thousand resulting in a cash balance of \$15.0 million at January 31, 2023 (\$12.9 million invested in a value money market program and \$2.1 million participating in a sweep program at First United Bank).

As of January 31, 2023, the significant tax receivable balances were as reflected in the table below.

Taxes receivable (General Fund) \$ 2,999,384

	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2023	\$ 1,990,470	\$ 22,535	\$ (8,060)	\$ 44,531	\$ -	\$ 1,960,414
FY 2022	628,744	4,312	(8,555)	25,557	\$ -	598,944
FY 2021	234,104	-	(10,356)	-	-	212,950
FY 2020	90,652	-	(10,318)	-	-	79,725
FY 2019	37,879	-	(10,318)	-	-	27,504
FY 2018	36,535	10	-	-	-	36,545
FY 2017	16,336	-	-	-	-	16,336
FY 2016	16,902	-	-	-	-	16,902
FY 2015	17,373	-	-	-	-	17,373
FY 2014	12,661	-	-	-	-	12,661
FY 2013	9,066	-	-	-	-	9,066
FY 2012	5,299	-	-	-	-	5,299
FY 2011	2,890	-	-	-	-	2,890
Prior FY's	2,775	-	-	-	-	2,775
	<u>\$ 3,101,686</u>	<u>\$ 26,857</u>	<u>\$ (47,607)</u>	<u>\$ 70,088</u>	<u>\$ -</u>	<u>\$ 2,999,384</u>

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

Real property (non-owner occupied)	\$933,121
Non-Corp Personal Property	7,985
Corporate Personal Property	536,377
Real Property (semiannual payments)	482,931
Real Property (Half Year)	<u>0</u>
	<u><u>\$1,960,414</u></u>

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

Cash and Investment Summary

January 31, 2023

	Cash	Investments
Beginning Balance	\$ 15,661,364	\$ 30,390,510
Add:		
Cash Receipts	3,779,548	102,497
Investment Transfer	-	-
Less:		
Disbursements	4,399,340	-
Investment Transfer	-	-
Ending Balance	\$ 15,041,572	\$ 30,493,007
Restricted	\$ 4,303,117	\$ 9,932,924

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

Restricted Cash					
	1/1/2023	Increase	Utilization	1/31/2023	
Police Seizures	\$ 112,449	\$ -	\$ 24,100	\$ 88,349	
Est of Dorothy Jackson	89	-	89	-	
Bowers Trust	70,636	-	-	70,636	
GOB 21	1,862,954	6,936	14,246	1,855,644	
ARPA	1,027,984	3,828	-	1,031,812	
Capital Projects	1,200,000	-	-	1,200,000	
Demolition & Fiscal Agent Bonds	56,476	200	-	56,676	
	\$ 4,330,588	\$ 10,964	\$ 38,435	\$ 4,303,117	
Restricted Investments					
	1/1/2023	Increase	Utilization	1/31/2023	
DDC	\$ 4,968	\$ 16	\$ -	\$ 4,984	
GOB 21	3,530	12	-	3,542	
ARPA	9,891,038	33,359	-	9,924,397	
	\$ 9,899,536	\$ 33,387	\$ -	\$ 9,932,923	

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

Capital Projects is CSX funding received for the Fayette St. bridge replacement.

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

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

Estate of Dorothy Jackson is a donation for the Fire Department.

Capital Projects and Associated Debt:

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

Available Bond Proceeds					
	1/1/2023	Increase	Utilization	1/31/2023	
CDA 2019	\$ 866,316	\$ -	\$ 80,185	\$ 786,131	
CDA 2021	5,639,866	-	103,660	5,536,205	
GOB 21	1,866,484	-	7,298	1,859,186	
	\$ 8,372,666	\$ -	\$ 191,144	\$ 8,181,522	
Decatur Street Project					
	1/1/2023	Increase	Utilization	1/31/2023	
MWQFA Series 2022A	\$ 726,065	\$ -	\$ 279,551	\$ 446,513	
MWQFA Series 2022B	273,459	-	93,184	180,276	
Decatur Street Grants	352,277	-	-	352,277	
	\$ 1,351,801	\$ -	\$ 372,735	\$ 979,066	
CSO Projects					
	1/1/2023	Increase	Utilization	1/31/2023	
Evitts Creek Phase 3 Debt	\$ 156,740	\$ 2,141,111	\$ -	\$ 2,297,851	
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560	
Evitts Creek Phase 4 Debt	-	3,550,900	-	3,550,900	
Evitts Creek Phase 4 Grant	-	-	-	-	
Grit Removal and UV Disinfection	-	4,445,000	-	4,445,000	
78" Pipeline Debt	6,075,000	12,609,000	-	18,684,000	
78" Pipeline Grant	46,338,080	-	-	46,338,080	
	\$ 57,988,380	\$ 22,746,011	\$ -	\$ 80,734,391	

CDA 2019 utilization of \$80K is for \$72K of street resurfacing and \$8K for Baltimore Street access project engineering. CDA 2021 utilization of \$104K includes \$28K toward police vehicles, and 76K toward the Sewer Department influent screen design. GOB 21 utilization of \$7K includes \$8K toward the McMullen bridge design and \$6K toward the Avondale waterline; reduced by \$7K interest earned.

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

The following four projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with the necessary funding in place. Phase 3 project cost is estimated at \$7.5 million and is funded with \$5.4 million in grants and \$2.3 million in loan with \$1.1 million of the loan amount being forgivable. Phase 3 is on hold pending site access being granted by CSX. Evitts Creek Phase 4 is in the planning phase and has most of the funding in place. Phase 4 project cost is estimated at \$4 million and is funded with \$3.6 million in loan with \$1.5 million of the loan amount being forgivable. A water reclamation facility grit removal and UV disinfection project is in the planning phase with the necessary funding in place. The grit removal and UV disinfection project is projected to begin during FY25 at an estimated cost of \$4.4 million and is funded with \$4.4 million in loan with \$1.5 million of the loan amount being forgivable. The 78" pipeline project is budgeted to begin construction during FY24 pending Army Corp of Engineers approval and private property easement or acquisition. The total estimated project cost is \$67 million and is substantially funded with \$46.3 million in grants and \$18.7 million in loan with \$3.0 million of the loan amount being forgivable.

COVID-19:

Available Funding (as of January 31, 2023)

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

- Support public health expenditures
- Address negative economic impacts caused by the public health emergency
- Replace lost public sector revenue
- Provide premium pay for essential workers
- Invest in water, sewer, and broadband infrastructure

Funds available for use:

Purpose	Awarded	Allocation			
		Budgeted	Allocated Interest Earned	Utilized	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850				
Respond to the health emergency					
Community Programs					
DDC Assistance to Small Businesses		\$ 183,500		\$ 38,847	\$ 144,653
Promoting the Community		\$ 33,563		\$ 30,462	\$ 3,101
Amphitheatre and Pavilion 1&2		\$ 174,350	\$ 10,650	\$ 5,688	\$ 179,312
Pool Area		\$ 71,250	\$ 81,245	\$ -	\$ 152,495
Janes Place for Abused Children		\$ 102,623		\$ 23,274	\$ 79,349
Union Rescue Mission		\$ 749,000		\$ 749,000	\$ -
Community Development Property Improvement		\$ 264,960		\$ 17,063	\$ 247,897
Affordable Housing Assistance		\$ 350,000		\$ -	\$ 350,000
YMCA Bus Replacement		\$ 216,000		\$ -	\$ 216,000
PPE					
General		\$ 48,769		\$ 29,269	\$ 19,500
Facilities and Equipment		\$ 17,231		\$ 17,231	\$ -
Prisoner Processing Improvements		\$ 176,200		\$ -	\$ 176,200
HVAC improvement at City Hall & Public Safety		\$ 1,300,000		\$ 4,950	\$ 1,295,050
Premium Pay		\$ 833,952		\$ 833,952	\$ -
Revenue Loss		\$10,000,000		\$7,074,957	\$ 2,925,043
Infrastructure Investments					
South End Water Main Replacement		\$ 2,073,452		\$ 11,083	\$ 2,062,368
Industrial Blvd Water Main		\$ 2,000,000		\$ -	\$ 2,000,000
Replace 4" Water Lines with 6" (City-Wide)		\$ 1,000,000		\$ 13,305	\$ 986,695
Unallocated		\$ 1,000			\$ 1,000
Unallocated Interest Earned					\$ 117,545
Total:	\$19,595,850	\$19,595,850	\$ 91,895	\$8,849,081	\$10,956,209

Comptroller's Office
Fiscal Year 2023 General Fund Quarterly Budget Review
December 31, 2022

General Fund:

The table below illustrates the differences between the Adopted FY23 budget and the unofficial revised budget with an explanation for the most significant variances. The revised FY23 General Fund budget estimates indicate a \$2.3 million increase in unassigned fund balance is expected.

City of Cumberland
FY 2023 Adopted vs Revised Comparison

	Adopted Budget	Revised Budget	Change Fav (Unfav)
Revenues			
Taxes	\$ 13,276,255	\$ 13,058,249	(218,006)
Licenses & Permits	113,700	113,700	-
Intergovernmental	9,537,394	10,037,455	500,061
Charges for Services	1,729,840	1,798,840	69,000
Fines, Forfeitures & Interest	31,720	868,600	836,880
Miscellaneous	1,057,349	1,013,349	(44,000)
Financing Proceeds	1,179,870	1,179,870	-
Interfund Transfers	2,473,409	2,465,523	(7,886)
Total Revenue and other financing sources	29,399,537	30,535,586	1,136,049
Expenditures			
General Government	2,118,551	2,124,479	(5,928)
Public Safety	13,038,414	15,372,147	(2,333,733)
Public Works	2,883,624	2,879,082	4,542
Recreation	861,734	730,394	131,340
Community Dev & Housing	2,868,141	3,336,781	(468,640)
Debt Service	3,534,384	3,534,384	-
Operating Transfers	5,458,491	5,433,234	25,257
Total Expenditures and other financing uses	30,763,339	33,410,501	(2,647,162)
Surplus (Deficit)	\$ (1,363,802)	\$ (2,874,915)	\$ (1,511,113)
(Creation) utilization Restricted/nonspendable fund balance	3,710,556	3,710,556	-
(Creation) utilization Assigned fund balance		1,495,655	1,495,655
Increase in unassigned Fund balance	\$ 2,346,754	\$ 2,331,296	\$ (15,458)

Revenue – Overall the revised FY23 revenue estimate is \$1.1 million (3.86%) above the original adopted budget. The overall revenue increase is driven by three main changes in estimates. Actual year-to-date results through December 2022 indicate an improvement in intergovernmental and interest revenues and a reduction in tax revenue. First, the intergovernmental revenue estimate experienced a net increase of \$0.5 million due to improved police protection, fire protection and income tax revenues. Second, the fines, forfeitures & interest revenue estimate experienced a net increase of \$0.8 million higher interest rates and a greater cash balance earning at higher interest rates. These revenue increases are partially reduced by a tax revenue net decrease of \$0.2 million primarily due to lower real property tax revenue primarily resulting from contested assessments resulting in a reduction.

Expenditures – The revised FY23 expenditure estimate is \$2.6 million above the original adopted budget. This increase is primarily due to increased one-time costs that include \$1.5 million for fire and brush trucks and a used ambulance, \$0.2 million for police body cameras, \$0.4 million for increased workers compensation claim payouts in the Police and Fire Departments for historical claims, and \$0.4 million disbursement to the CEDC for an economic development program. Additional expenditure increases include \$0.1 million for fuel

in the Police and Fire Departments and \$0.1 million increase in uniform officer payroll in the police department primarily due to officers' salaries being greater than budgeted due to promotion or experience level of new hires. These increases are partially reduced by \$0.1 million lower personnel expenditures in the Department 78/Parks due to reassignment of positions to Department 56/Street Maintenance.

Assigned fund balance - The revised FY23 budget reflects a decrease to the City's assigned fund balance of \$1.5 million. This result is due to the utilization of funds for the fire and brush trucks and ambulance.

Unassigned fund balance - The revised FY23 budget reflects an increase to the City's unassigned fund balance of \$2.3 million. This result is the net effect of the above discussion.

The table below depicts the General Fund FY23 budget status through December 31, 2022 and its comparison to the prior year.

**City of Cumberland
FY 2023 Comparison to FY 2022 General Fund**

	FY 2023			FY 2022		
	YTD Thru December 31	Adopted Budget	%age	YTD Thru December 31	Adopted Budget	%age
Revenues						
Taxes	\$ 11,502,835	\$ 13,276,255	86.6%	\$ 11,630,877	\$ 12,611,449	92.2%
Licenses & Permits	32,532	113,700	28.6%	35,775	102,700	34.8%
Intergovernmental	5,122,477	9,537,394	53.7%	4,660,175	3,625,797	128.5%
Charges for Services	788,780	1,729,840	45.6%	763,127	1,624,700	47.0%
Fines, Forfeitures & Interest	317,185	31,720	1000.0%	25,710	40,400	63.6%
Miscellaneous	318,655	1,057,349	30.1%	224,573	1,254,100	17.9%
Financing Proceeds	-	1,179,870	0.0%	4,813,592	4,718,304	102.0%
Interfund Transfers	2,465,523	2,473,409	99.7%	2,496,686	2,546,849	98.0%
Total Revenue and other financing sources	20,547,988	29,399,537	69.9%	24,650,515	26,524,299	92.9%
Expenditures						
General Government	1,022,524	2,118,551	48.3%	1,092,539	1,776,048	61.5%
Public Safety	7,455,327	13,038,414	57.2%	7,716,690	13,678,259	56.4%
Public Works	1,432,298	2,883,624	49.7%	1,108,735	2,737,782	40.5%
Recreation	435,558	861,734	50.5%	467,052	878,527	53.2%
Community Dev & Housing	1,418,712	2,868,141	49.5%	604,190	1,373,059	44.0%
Debt Service	807,103	3,534,384	22.8%	1,132,843	3,179,707	35.6%
Operating Transfers	90,735	5,458,491	1.7%	126,709	4,498,922	2.8%
Total Expenditures and other financing uses	12,662,257	30,763,339	41.2%	12,248,759	28,122,304	43.6%
Surplus (Deficit)	\$ 7,885,731	\$ (1,363,802)		\$ 12,401,756	\$ (1,598,005)	
(Creation) utilization Restricted/nonspendable fund balance	-	3,710,556		-	1,599,047	
Increase (Decrease) in unassigned Fund balance	\$ 7,885,731	\$ 2,346,754		\$ 12,401,756	\$ 1,042	

We are not overly concerned about any of the actual to budget or actual to prior year variances at this point, but we are noting the following in FY23 when compared to FY22:

Revenue

- Overall, tax revenue is down \$128K compared to the same period last year primarily due increased property tax credits resulting from Western Maryland Scenic Railroad's personal property tax being abated during FY23 and timing differences among personal property tax revenue resulting from assessments being received at different times of the year from the State of Maryland.
 - Property tax credits are up year-over-year by \$81K
 - Personal property corporate personal tax revenue is down by \$58K.

- Intergovernmental revenue is greater by \$462K primarily due to FY23 non-recurring revenue for ARPA projects, timing differences of when police protection revenue was recorded in FY23 versus FY22, greater police protection revenue, and greater income tax revenue.
 - ARPA revenue is \$106K greater year-over-year.
 - Police protection revenue is \$243K greater year-over-year.
 - Income tax revenue is \$82K greater year-over-year.
- Service revenue is \$26K greater primarily due to ambulance service revenue.
- Miscellaneous revenue is greater by \$94K primarily due to additional surplus property sales and expenditure reimbursements.
- Fines, Forfeitures & Interest revenue is \$291K greater due to higher interest rates and a greater cash balance earning at higher interest rates.
- Financing proceeds – new FY23 debt issuance is expected for April 2023.
- Interfund transfers –Sewer Fund Pilot is down by \$34K over the prior year due to reduced net book value resulting from an additional year of depreciation. New asset additions during FY22 did not exceed the value of depreciation.

Expenditures

- General government expenditures are lower in FY23 than during the same period last year by \$70K. This reduction is due to timing differences of capital expenditures, timing differences of expenditures, and non-recurring FY22 expenditures such as ARPA premium pay and forgiveness of business loans.
 - Department 32/City Hall – non-recurring FY22 camera system upgrades, FY22 non-recurring one-time expenditure of \$49K forgiveness of business loans made with CARES Act fundings.
 - Department 71/Municipal Service Center – non-recurring FY22 camera system upgrades.
- Public Safety is lower by \$261K in FY23 over FY22 primarily due to FY22's \$1.3 million capital purchase in the Department 43/Fire Department being partially reduced by FY23 Department 40/Police and Department 43/Fire increased workers' compensation costs and timing differences among Department 40/Police capital purchases.
- Public Works expenditures are up by \$323K primarily due to timing differences of capital expenditures and increased personnel costs in Department 56/Street Maintenance.
- Community and economic development expenditures are up by \$814K primarily due to an increased level of neighborhood revitalization project expenditures in FY23 compared to FY22 and the historic planner/preservation coordinator position not being vacant in FY23.
- Debt Service is \$325K lower over the prior year due to the non-recurring May FY21 CDA 2014 10 and 15 year payment made in July of FY22, GOB 13 Tax Exempt having been paid in full during FY22, and FY22 including closing costs for debt issuance.
- Operating transfer expenditures are lower in FY23 compared to FY22 due to the general fund capital project activity level and the timing of debt draws.

Health Care Claims Analysis

The table below compares our FY23 health care plan status to FY22. The claims status can fluctuate widely from month to month. It is something we monitor closely, but the earlier in the year the less concerned we are about variances. Key points are as follows:

- Through December 31st, we have a \$560K surplus compared to \$303K in FY22 and a performance ratio of 80.21% compared to 96.70% in FY22.

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

Month	Total Deposits	Reinsurance		Net Monthly Claims Paid	CIGNA Refunds	Surplus (Deficit)	Performance Ratio	Pledged Cross		Anticipated Cross Share Needed	Balance After Cross Share Deducted
		Received	Pending					%age	Dollars		
Dec-22	1,926,307	35,477	2,774	1,410,646	28,856	582,768	80.21%	10.0%	(58,277)	(23,158)	559,610
Dec-21	1,977,122	-	12,744	1,726,941	51,736	314,661	96.70%	22.5%	(70,799)	(11,798)	302,863

Respectfully submitted,

Jeffrey Silka
City Administrator

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File Attachments for Item:

. Maintenance Division monthly report for January 2023

MAINTENANCE DIVISION REPORT
January 2023

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

Central Services Report

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

- **POTHoles AND COMPLAINTS**
 - Patched potholes on 23 Streets and 1 alley using 8 tons of cold mix asphalt.
 - Repaired a sink hole on Market Street Bridge.

- **UTILITY HOLES**
 - No Utility Hole Repairs this month.

- **TREE & BRUSH WORK**
 - Removed and/or pruned 17 trees.
 - Resolved and/or addressed 33 complaints/tree issues
 - 2022 Fall Tree Contract has been completed by Kiddy Contracting.
 - Performed brush, tree removal and corridor cleaning along Greene Street.

- **STREET CLEANING OPERATIONS**
 - Performed street sweeping on 445 lane miles, collecting 36 loads of debris.
 - Hauled 32 tons of street debris to the landfill.

- **MISCELLANEOUS**
 - Completed 13 Work Orders.
 - Completed Leaf Pick-up collecting 6 loads of leaves.
 - Performed Snow Removal 2 days this month.
 - Cleaned Underpass, McMullen Bridge, Washington St. Bridge, Fayette St. Bridge, Cumberland St. Bridge 4 times.
 - Conducted monthly safety meeting.
 - Trained all Street Dept employees on Boom Arm Mower.

STREET MAINTENANCE - JANUARY 2023		1/2-1/6	1/9-1/13	1/16-1/20	1/23-1/27	1/30-1/31	TOTAL
SERVICE REQUEST COMPLETED		6				7	13
PAVING PERFORMED	Tons						0
CONCRETE WORK	Cy						0
UTILITY HOLES REPAIRED	Water						0
	Sewer						0
	Cy						0
	Tons						0
POTHoles FILLED	Streets	14	5			4	23
	Alleys	1					1
	Days						0
	Cold Mix	3	3			2	8
	Tons						0
PERMANENT PATCH	Cy						0
	Tons						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED			2			2	4
STREET NAME SIGNS REPAIRED/INSTALLED		1					1
HANDICAPPED SIGNS	Repaired						0
	Installed		1		1	2	4
	Removed		1		2	1	4
CURB PAINTING PERFORMED	Blue		1		1	2	4
	Yellow						0
	Red		1				1
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	Loads	9	10	7	4	6	36
	Miles	68	124	137	41	75	445
SWEEPER DUMPS HAULED TO LANDFILL	Tons	11.3	8.1	3.75		8.9	32
STREET MILLING	Days						0
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1		4
TRAFFIC CONTROL	Events						0
SNOW REMOVAL	Days				2		2
CLEAN TRUCKS	Days	1		1	2	1	5
SHOVEL & SALT SIDEWALKS	Days				1		1
BRUSH REMOVAL/TREE WORK	Areas			3	1		4
CHECK DRAINS/CLEAR DEBRIS	Days			2			2
LEAF PICK-UP	Loads	6					6
CLEAN UP WASH & DEBRIS	Days						
Park & Rec Trash Pick Up	Days	1	2	1	2	1	7
DDC Trash Pick Up	Days					1	1

Shaun Stallings Passed Traffic Control Managers Course
 Zach Plummer Passed Traffic Control Managers Course
 Set up Chairs And Tables @ City Hall
 Take Down Christmas Lights City Hall
 Hauled junk from yard at Park Shed area
 Sink Hole Repair on 211 Market St Bridge
 Training on Boom Arm Mower
 1/11/23 Safety Meeting
 1/11/23 Removed Christmas lights on Virginia Ave.
 1/12/23 Removed Stumps At Const. Park
 1/17/23 Pesticide Training for Blaine
 1/17/23 1 Dead Animal
 1/18/23 Cleaned out 3 Storage areas at Park
 1/30/23 First Day Trash Pickup DDC

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

- Constitution Park, Mason's Complex and Area Parklets
 - Cleaned up garbage 7 times this month.

- Miscellaneous Work
 - Removed Christmas Decorations in City Hall
 - Removed Christmas Lights on Virginia Ave
 - Clean up area in Park at Storage Shed and Buildings.
 - Began stump removal in the Park.
 - Dead tree removal in the Park.
 - Began assisting DDC with Downtown Trash Removal.
 - Sidewalk snow removal 1 time.

**FLEET MAINTENANCE
MONTHLY REPORT
JANUARY 2023**

DEPARTMENT	REPAIRS
Central Services	4
Community Development	0
DDC	2
Engineering	2
Fire	17
Fleet Maintenance	4
Flood	2
MPA	0
P & R Maintenance	30
Police	24
Public Works	1
Sewer	5
Snow Removal	18
Street Maintenance	21
Water Distribution	27
WFP	7
WWTP	2
In House Fleet Maintenance Projects	8
Scheduled Preventative Maintenance	11
Field Service Calls	13
Total Fleet Maintenance Projects	198
Total Repair Orders Submitted	32
Fleet Maintenance Risk Management Claims	0

CENTRAL SERVICES MONTHLY REPORT JANUARY 2023

- **City Hall:** Disinfecting the AHU's 3 times a week because of COVID. Painting the City Clerk's office area from the Mayor's office to the Administrators office. Replacing carpet on the second floor east side of the building. Helped take down all the Christmas decoration. Worked on the Secom lock on the glass door to Community Development. Replaced a bad breaker in the basement for the Code Enforcement office.
- **Municipal Service Center:** Disinfecting the RTU's 3 times a week because of COVID. Cleaned the gutters. Repaired one of the big garage door in the back of the shop area (replaced bad rollers and greased all the rollers and hinges). Repaired LED's in some of the Water Department offices. Split unit in the Water Department backroom. Replaced the door knob on the women's bathroom.
- **Public Safety Building:** Disinfecting the AHU's 3 times a week because of COVID. Remodel the Police 2nd floor conference room into a new office and the store room into a conference room. Added new outlets and data outlets. Started working on turning the shooting range in the basement into a storage room. Hung pictures in the Fire Departments hallway and dining room area on the 2nd floor.
- **Fire Stations #2:** Cleaned the boiler and oiled all the pumps and motors. Replaced and clean the spilt units in the lounge and sleeping areas. Garage door maintenance (greased the track and checked the drive chain) Started and tested the boiler system.
- **Fire Station #3:** Check the building twice a month to make sure the boiler is running and no water leaks. Oil the boiler pump.
- **Canadian Hose House:** Check the Building twice a month to make sure that the boiler is working properly and that there are no water leaks. Repaired boiler not running and low on water, bleed air from the system. Replaced battery's in thermostat. Repair a broken water line in the ceiling of the first floor for the second floor bathroom.
- **Downtown Area & Mall:** Repaired the lights on North Liberty St. because of the wire shorting out in the hand box at the corner of Liberty and Baltimore St. Fixed the lights in the alley between the two CBIZ buildings. Removed the New Year's Eve signs and decoration. Repair two lights on South Centre St that the wire needed replaced.

- **Traffic and Street Lights:** Monthly routine preventive maintenance on the 21 traffic control cabinets. Reset traffic lights at the Dingle, Baltimore and Mechanic St and Henderson and Mechanic St intersections that were in flash. Replaced a cross walk LED's at Baltimore and Mechanic St intersection that was not working properly. Reported 30 street light to the power company to repair. Repaired the conduit in the sidewalk on Glenn St in four places that had collapsed and replaced the wire to get the lights back in services.
- **Parks areas:** Repaired the lighting around George Washington Fort and flag lights. Fixed the cable on the American flag pole. Removed the temporary power used for the Christmas decorations. Helped with the repair on the boat dock from Mason complex that got damaged from the flood last year.
- **Viaduct Flood Pump station:** Repaired the control contacts in the recirculation gate and outflow gate.
- **Virginia Ave:** Took down all the overhead Christmas light decoration.
- **Sewer Department:** Repaired the remote for the Vacon truck, battery pack was lose and needed secured.
- Load tested generators. January 26, 2023
- Monthly Safety Meeting – January 13, 2023
- PM's on all the pumps and motors at PSB, City Hall and MSC

File Attachments for Item:

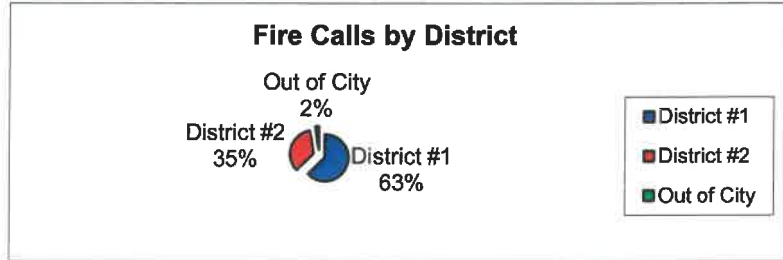
. Fire Department monthly report for January, 2023

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

Cumberland Fire Department Responded to 118 Fire Alarms:

Responses by District:

District #1	74
District #2	41
Out of City	<u>3</u>
	118



Number of Alarms:

Regular Alarms Answered	117
Working Alarms Answered	<u>1</u>
	118

Calls Listed Below:

Property Use:

Public Assembly	1
Educational	1
Institutional	3
Residential	71
Stores and Offices	4
Basic Industry, Utility	1
Special Properties	<u>37</u>
	118

Type of Situation:

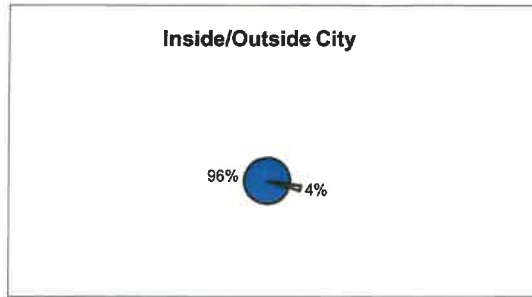
Fire or Explosion	7
Overpressure	4
Rescue Calls	65
Hazardous Conditions	7
Service Calls	7
Good Intent Calls	11
False Calls	<u>17</u>
	118

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in January:	\$780.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	\$4,270.00
Fire Service Fees for Fire Calls Paid in January:	\$150.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$1,310.00
Total Fire Service Fees Paid in FY2023:	\$1,450.00

Fire Service Fees for Inspections and Permits Billed in January:	\$800.00
Fire Service Fees for Inspections and Permits Paid in January:	\$0.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,000.00

Cumberland Fire Department Responded to 525 Emergency Medical Calls:

In City Calls	503
Out of City Calls	<u>22</u>
Total	525



Cumberland Fire Department provided 14 Mutual Aid Calls:

10 Mutual Aid calls within Allegany County	
<u>4 Mutual Aid calls outside of Allegany County</u>	
14	

Bowman's Addition VFD	3
Cresaptown VFD	6
Allegany Co. Emergency Services	<u>1</u>
	10
Ridgeley, WV VFD	2
Wiley Ford, WV VFD	<u>2</u>
	4

Cumberland Fire Department provided 8 Paramedic Assist Calls:

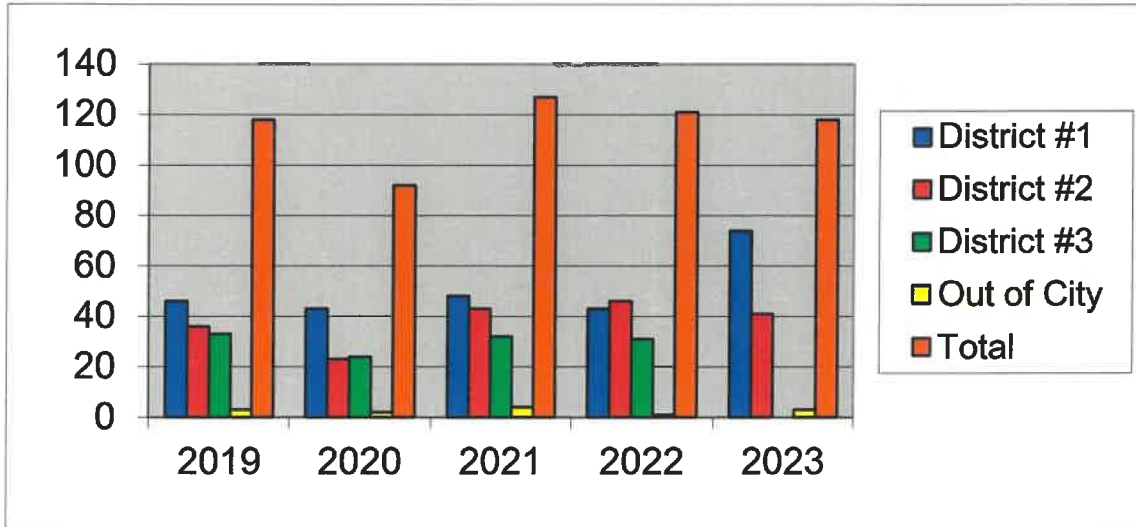
1 Paramedic Assist calls within Allegany County	
<u>7 Paramedic Assist calls outside of Allegany County</u>	
8	

Allegany Co. Emergency Services	1
Fort Ashby, WV VFD	3
Ridgeley, WV VFD	1
Short Gap, WV VFD	1
Wiley Ford, WV VFD	<u>2</u>
	7

Total Ambulance Fees Billed by Medical Claim-Aid in January:	\$124,118.53
Ambulance Fees Billed Fiscal Year to Date:	\$1,000,228.54
Ambulance Fees Paid:	
Revenue received in January:	\$95,811.82
FY2023 Ambulance Fees Paid in FY2023:	\$592,654.63
Total Ambulance Fees Paid in FY2023:	\$771,994.58
(All ambulance fees, current and previous fiscal years, paid in FY2023.)	

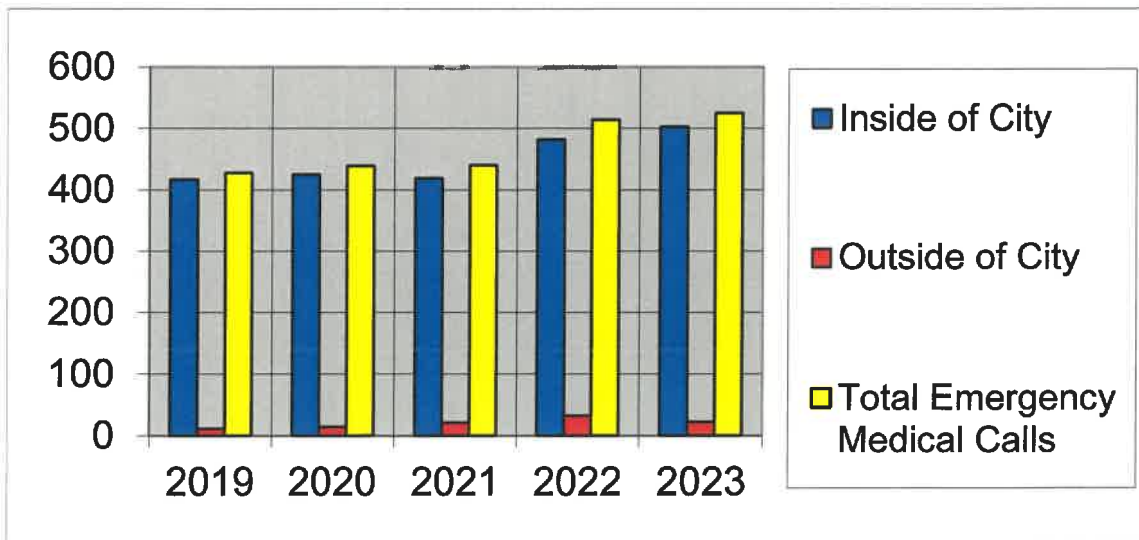
Fire Calls In the Month of January For Five-Year Period

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
District #1	46	43	48	43	74
District #2	36	23	43	46	41
District #3	33	24	32	31	0
Out of City	<u>3</u>	<u>2</u>	<u>4</u>	<u>1</u>	<u>3</u>
Total	118	92	127	121	118



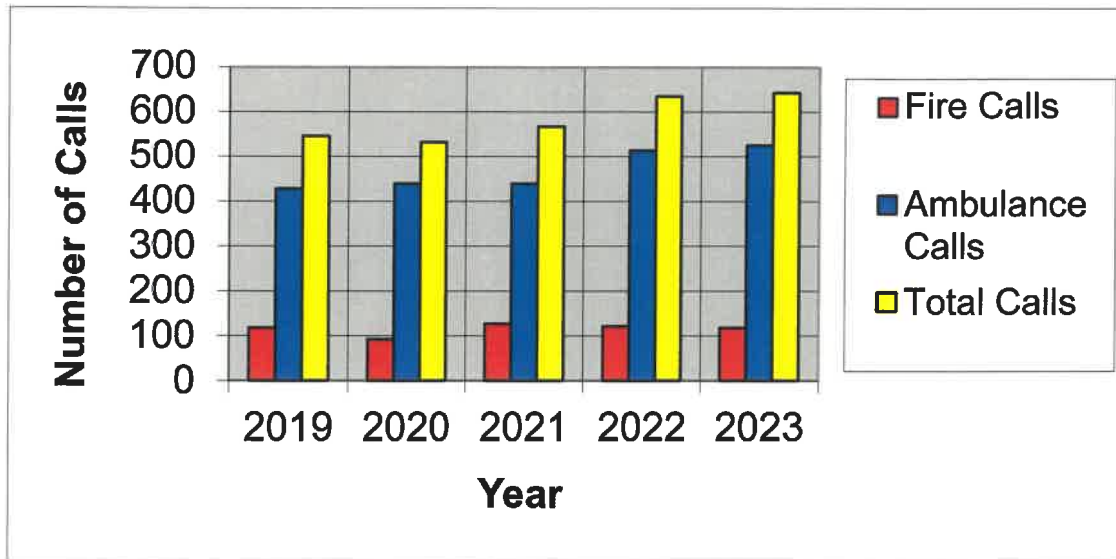
Ambulance Calls in the Month of January for Five-Year Period

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Inside of City	417	425	419	482	503
Outside of City	<u>11</u>	<u>14</u>	<u>21</u>	<u>32</u>	<u>22</u>
Total Emergency Medical Calls	428	439	440	514	525



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

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Fire Calls	118	92	127	121	118
Ambulance Calls	<u>428</u>	<u>440</u>	<u>440</u>	<u>514</u>	<u>525</u>
Total Calls	546	532	567	635	643



Training

774 man hours

Departmental Training:

190 man hours

- Annual Bloodborne Pathogens
- Hose Lines
- Fire Inspections
- Ropes and Knots
- Street Location

EMT-B Class

288 man hours

Paramedic Class

216 man hours

Instructor Training

42 man hours

CERT (Cumberland Emergency Response Team)

32 man hours

ACLS (Advanced Cardiovascular Life Support)

6 man hours

774

Fire Prevention Bureau

Investigations Conducted	1
Inspections Performed	18
Conferences Held	10
Complaints Received	2
Plan Reviews	4
Public Education	2
Correspondence	63
Burning Permits	7

Personnel

Equipment Operator/Paramedic Jeffrey G. DeHaven was promoted to Lieutenant/Paramedic on January 8, 2023.

Firefighter/Paramedic Adam C. Fazenbaker was promoted to Equipment Operator/Paramedic on January 8, 2023.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. Police Department monthly report for January 2023



City of Cumberland Department of Police

Monthly Report
January 2023



City of Cumberland Department of Police

Monthly Report

January 2023

Part 1 Crimes for the Month

	2022		2023			2022		2023			2022		2023	
Aggravated Assaults	5	3	B & E (All)	5	14	Murder	0	0	Rape	0	1			
Robbery	0	3	Theft - Felony	1	1	Theft - Vehicle	4	0						

Selected Criminal Complaints for the Month

	2022		2023			2022		2023			2022		2023	
Theft - Misdemeanor	14	21	Theft - Petty	13	30	Domestic Assaults	18	15	CDS	25	31			
Disturbances	107	130	DOP/Vandalism	20	18	Indecent Exposure	0	3	Sex Off - Other	3	0			
Suicide	0	0	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	1	2			
Trespassing	7	20	Assault on Police	1	1	Assault Other	14	26						

Selected Miscellenous Incidents for the Month

	2022		2023			2022		2023			2022		2023	
Alcohol Volations	0	1	Juvenile Compl.	6	14	Missing Persons	2	3	School Resource	141	174			
School Threat	0	0	Sex Off. Regist.	5	4	Tuancy	2	0	Death Investigation	14	7			

Selected Traffic Incidents for the Month

	2022		2023			2022		2023			2022		2023	
DWI	9	12	Hit & Run	23	15	M/V Crash	55	55	Traffic Stop	381	340			

Selected Service Calls for the Month

	2022		2023			2022		2023			2022		2023	
Alarms	58	36	Assist Motorist	31	47	Check Well-Being	92	100	Foot Patrol	94	272			
Assist Other Agency	65	127	Bike Patrol	0	0	Special Events	4	6	Suspicious Activity	48	68			

Current Incident Status for the Month

	2022		2023			2022		2023			2022		2023	
Open	9	60	Arrest	211	255	Closed	1814	2178	Suspended	34	55			



City of Cumberland Department of Police

Monthly Report

January 2023

Arrests Totals for the Month

	2022	2023		2022	2023		2022	2023		2022	2023
M/V Citations	54	50	M/V SERO	0	3	M/V Warnings	330	293	Arrest on View Adult	34	42
Arrest On Crim. Cit.	12	20	Arrest Summons	22	32	Arrest Warrant Adult	43	60	Adult Crim.	111	153
Arrest Summon (Chrg)	15	30	Arrest Warrant (Chrg)	12	28	Juvenile Crim.	11	13	Arrest on View Juv	11	11
Arrest Warrant JUV	0	0	Emer. Petition	50	46	Fingerprinting	2	1	RunAway & Miss Per.	1	4
Civil Citation	0	1									

Total Incidents Reported :
2022
2023
2,068
2,548

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

January 2023

SWORN PERSONNEL: 48 SWON OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	8 officers
Squad N2	7 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	4 recruits
Medical/Modified Duty	0 officers

CIVILIAN EMPLOYEES: 7 full time, 7 part time

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

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 462.25
COMP TIME USED: 120.75
SICK TIME USED: 288

YEAR TO DATE (beginning 07/01/22): 5,828
YEAR TO DATE (beginning 07/01/22): 918.75
YEAR TO DATE (beginning 07/01/22): 1,334.25

OVERTIME REPORT

OVERTIME WORKED: 32.25
HOSPITAL SECURITY: 116
COURT TIME WORKED: 297

YEAR TO DATE (beginning 07/01/22): 1,520
YEAR TO DATE (beginning 07/01/22): 424.5
YEAR TO DATE (beginning 07/01/22): 2,377

File Attachments for Item:

. Utilities Division Water/Sewer/Flood monthly report for January 2023

Utilities Division Activity Report for January 23 WATER

REQUEST	W/E 1/6/23	W/E 1/13/23	W/E 1/20/23	W/E 1/31/23	MONTHLY TOTALS
Service Technicians					
NON READS	12	36	27	31	106
FINAL READS/TURN ONS/SHUT OFFS & DEMOS	1	1	8	3	13
LEAK INVESTIGATIONS ^{turn off-on}		10	6	11	27
METER/STOP INVESTIGATIONS	8	16	4	19	47
REPAIR WIRING/GET READING				1	1
ORANGE TAG FOR REPAIRS	2		4	1	7
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	65	52	69	70	256
NONPMT/BAD CK/AGREE SHUT OFFS	66	49	70	39	224
SUSPENDED ACCTS - RECHECKS	15	58	1	18	92
REPLACE/REPAIR METER/LID/VALVE				1	1
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCKS		1		1	2
NEW METER - Residential	6	2	3	5	16
METER FIELD TESTS - Residential					0
METER TESTS - Industrial					0
NEW METER - Industrial			1		1
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER/DIRTY WATER	1				1
MOVE METERS OUTSIDE	4	4	1	6	15
SP Change Outs/Repairs/Reactivates/Move	10	5	4	8	27
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS-LEAKS/METERS & LINES	19				19
CCP - BACKFLOW/RETRO	4	4	1	8	17
HYDRANT/IRRIGATION METER					0
Total					872
Pipe Technicians					
LINE LOCATOR	95	154	58	179	486
TAPS SERVICED	4	6	3	11	24
LEAKS REPAIRED	1	2	4	3	10
CLEANED VEHICLES	6				6
COLD MIXED HOLES (VARIOUS LOCATIONS)	2	3			5
LEAK INVESTIGATION - MARKET ST	2				2
CLEANED WAREHOUSE	4				4
701 NEMACOLIN - REPLACED BOX & LID		3			3
1207 SHADES LN - LOCATED SERVICE	3				3
723 BEDFORD - REPAIRED HYDRANT	3				3
MOCCASIN PATH - REPLACED HYD		4			4
ST LUKE'S CEMETARY - BACKFILLED BOX		3			3
HAULED SCRAP TO BALL FIELD			4		4
CLEANED OFF MINI TRAILOR			4		4
MARTIN'S - SHUT OFF LEAKING HYDRANT			4		4
363 DORN - MOVED SERVICE/BOX/LID			4		4
SOUTH END - FLUSHED HYDRANTS			4		4
701 FURNACE - LEAK ON HYD LEAD			8		8
KIZZIE LN - LOCATED MAIN FOR HOMEOWNER			4		4
CLEANED AND GREASED PAYLOADER			4		4
CLEANED VEHICLE & WAREHOUSE			7	8	15
FLUSHED HYD - RIDGEWOOD			4		4
INVESTIGATED LEAK - CROMWELL/CITYVIEW				4	4
INVESTIGATED LEAKING HYD - HIGHLAND				4	4
TRIED TO LOCATE STOP - 601 KELLY RD				4	4
UMPC/WILLOWBROOK RD-NEW VAULT LID				6	6
ABANDONDED SERVICE - 601 KELLY RD				4	4
ABANDONDED SERVICE - 156 N MECHANIC ST				4	4
ADJUSTED METER BOX - 603 PINE AVE				4	4
LEAK INVEST/811 BUCKINGHAM/NO LEAK				4	4
					0

Watershed					
Removed downed trees @ gate 19-1 & Koon parking lot					
Picked up trash around dam					
Cleaned out salt from bed of #307					
Took #309 to Younger Nissan in Frederick for airbag recall					
Line locates - South End					
Leak investigation on 36" main					
Chainsaw maintenance					
Met with Cessna Brothers Logging at gate 14-1 about logging road access					
Leak investigation at garage at dam					
Repaired parking lot at Koon boat ramp					
Removed concrete steps from new dump site/graded dirt/removed brush					
Fire line test @ new Queen City Armory - Wineow St					
Leak investigation - Martin's parking lot					
Burned brush @ dam & dump site					
Seneca tank - installed new wheel valve/Brown Ave tank - investigated leak					
Shut off leaking water fountain @ pavilion #5					
Cut down tree - Putnam @ Gay					
Replaced broken lid on valve box - Putnam @ Gay					
Loaded stump at park for street dept					
Replaced 6" rain lead pipe @ dump site					
Dropped off meter box @ 603 Quebec					
Met Marty @ UPMCWM for meter replacement					
603 Quebec - installed meter box & lid					
Assisted with installing 8" meter @ UPMCWM					
Snow Removal - North End					
Leak investigation - Mower Dr/Leak investigation - Bedford Rd					
Removed brush & tress from gates (18-2)(8-1)(8-2)					
Leak investigation - Highland Ave/took sample to dam					
Assisted with installing 8" meter @ UPMCWM					
Assisted with installing new vault lid @ UPMCWM					
Moved concrete blocks @ warehouse					
Hauled tractor from George St parking garage to city garage/Hauled skidsteer back to dam					
Projects					
Projects					0
GRAND TOTAL					1514

January 2023 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates
Run gate operators
Check sewage regulators
Safety meeting
Run Greene St. pump
Clean bullpen
Clean all storm drains
Clean and grease Ridgeley, Viaduct intake gates.
Cut tree on Rt. 28 levee
Perform other maintenance work as required

SEWER BRANCH

Calls answered	7
Service lines opened	1
Owner's trouble	6
Traced lines/main	335
Mains Repairs/ Replace	5
Sewer taps installed/replaced	0
Cleaned catch basins	32
Cleanouts installed	3
Televised sewer mains	3 mains
Televised sewer lines	3 service lines
Call outs/ overtime	13 callouts/ 48 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	0

Flushed mains	920 Feet
Gallons of water used	3,500 Gals.
605 Vac-con truck	2,000 Gals.
608 Flush truck	1,500 Gals.
Safety meeting	

1 E. Mary St. replaced C/O cap
709 White Ave. repaired service line C/O
363 Dorn Ave. repaired two service lines
567 Cromwell Ter. Repaired sewer main hit by NPL
339 Bedford St in alley repaired service line
347 Bedford St. in alley repaired service line added C/O
437 waverly ter. Flushed sewer main
453 Waverly Ter. Flushed sewer main
24 Weber St. flushed sewer main
WWTP hydro to repair valve
WWTP cleaned scum well
Hydro 6 sites (sewer)
Hydro 4 sites (water)

File Attachments for Item:

. Ordinance 3939 (*1st reading*) - authorizing the execution of an agreement of sale and a development agreement with Clock Tower Ventures, LLC for the sale of the property at 19 Frederick Street

ORDINANCE NO. 3939

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO AUTHORIZE THE EXECUTION OF (1) AN AGREEMENT OF SALE AND DEVELOPMENT AGREEMENT WITH CLOCK TOWER VENTURES, LLC FOR THE SALE OF CERTAIN SURPLUS PROPERTY LOCATED AT 19 FREDERICK STREET, CUMBERLAND, MARYLAND 21502 AND (2) A DEED FOR THE PURPOSE OF CONVEYING THAT PROPERTY TO CLOCK TOWER VENTURES, LLC."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of a certain parcel of real property and the improvements thereon located at 19 Frederick Street, Cumberland, Maryland 21502 (the "Property");

WHEREAS, the Property was declared to be surplus property under the terms of Order No. 26,953, passed by the Mayor and City Council on February 1, 2022;

WHEREAS, Clock Tower Ventures, LLC desires to purchase the Property for the sum of \$1.00, and the Mayor and City Council agree to sell it for that sum, subject to the terms and conditions relative to the repair and revitalization of Property and such other terms as are set forth in the Agreement of Sale and Development Agreement (the "Agreement") attached hereto as Exhibit A; and

WHEREAS, the Mayor and City Council deem the sale and improvement of the Property in accordance with the terms of the Agreement to be in the City's best interests.

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor and City Clerk are authorized to execute the Agreement, and they are authorized to execute a deed for the purpose of conveying the Property to Clock Tower

Ventures, LLC for the purchase price of \$1.00 at the closing for the transaction contemplated by the terms of the Agreement.

SECTION 2: BE IT FURTHER ORDAINED, that the City Solicitor and City Administrator are individually authorized to execute a closing statement and such other documents as may be required for the purpose of facilitating and completing the closing for the sale of the Property.

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

Passed this ____ day of March, 2023.

Raymond M. Morriss, Mayor

ATTEST:

Allison Layton, City Clerk

EXHIBIT A

AGREEMENT OF SALE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT OF SALE AND DEVELOPMENT AGREEMENT (“Agreement”), by and between the **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **Clock Tower Ventures LLC** (“CTV”), a Maryland limited liability company.

RECITALS:

WHEREAS, the City owns the real property and improvements thereon located at 19 Frederick Street, Cumberland, MD 21502 which is more particularly defined hereinafter as the “Property”.

WHEREAS, the Property was formerly occupied by the Allegany County Human Resources Development Corporation. It vacated the Property around 2008. Since that date, the Property has largely been vacant.

WHEREAS, the City issued a Request for Proposals for the redevelopment of the Property.

WHEREAS, CTV submitted a proposal that was accepted by the City subject to the terms of a development agreement.

WHEREAS, this Agreement sets forth the terms and conditions for the conveyance of the Property to CTV and CTV’s obligations for its redevelopment.

WITNESSETH:

NOW, THEREFORE, in consideration of the covenants, terms and agreements set forth herein, the City agrees to sell and convey the Property to CTV and CTV agrees to purchase and acquire the Property from the City subject to those covenants, terms and agreement:

Article I **General Provisions**

1.1. Explanation. The Recitals set forth above are not merely prefatory. They are incorporated by reference herein as a part of this Agreement.

1.2. Defined Terms. The following terms used in this Agreement, unless the context otherwise requires, shall have the following meanings:

“*Beverages*” means beer, wine, brandy, rum, whiskey, moonshine, spirits, and other alcoholic beverages and products. It also includes beverages that do not contain alcohol (i.e., soda, coffee, tea, milk, juice)”. This term is intended to be interpreted broadly.

“*Building*” means the building on the Property.

“*City*” shall include Mayor and City Council of Cumberland, a Maryland municipal corporation, its employees, agents, representatives, officers, officials, contractors, and subcontractors. It also includes the City’s successors and assigns.

“*Closing*” means the closing for the sale of the Property from the City to CTV.

“*Closing Date*” means the date of Closing as provided for in **Section 2.1**.

“*CTV*” means Clock Tower Ventures LLC, its affiliates and subsidiaries and their respective employees, agents, representatives, officers, contractors and subcontractors. It also excludes Clock Tower Ventures LLC’s successors and assigns.

“*Cure Period*” means the Due Diligence Period or sixty (60) days from the date a written notice of default is given by one party to the other within which a default under the terms of this Agreement must be cured, whichever is last to occur; provided, however, that if the Cure Period expires after the Due Diligence Period, efforts to cure the default must begin before the expiration of the Due Diligence Period and they must be pursued diligently until completed.

“*Due Diligence Period*” means the period of time within which CTV is entitled to conduct due diligence relative to the transaction which is the subject of this Agreement. The Due Diligence Period shall continue for 180 days following the Effective Date or such lesser amount of time as is required to conduct the due diligence.

“*Effective Date*” shall mean the date that this Agreement is fully signed by the parties.

“*Governmental Agency*” shall mean any (1) governmental or quasi-governmental entity of any nature, including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, taxing authority or unit and any court or other tribunal (foreign, federal, state or local), or (2) person, or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

“*Governmental Approval*” shall mean a permit, license, certificate, franchise, concession, approval, consent, ratification, permission, clearance, confirmation, endorsement, waiver, certification, filing, franchise, notice, variance, right, designation, rating, registration, qualification, authorization or order that is or has been issued, granted, given or otherwise

made available by or under the authority of any Governmental Agency or pursuant to any Law.

“*Laws*” shall mean all laws, rules, regulations, ordinances, resolutions, adopted guidelines, and official policies of local, state and federal governments and Governmental Entities.

“*Permits and Approvals*” shall mean the permits and approvals for the Project or each phase thereof that are required for the development of the Project or the particular phase that is being developed (other than building permits), as the case may be, that is needed for public access and the development of a particular phase. Said Permits and Approvals shall be consistent with City standards.

“*Project*” shall mean the acquisition, development, sale, disposition, and/or management of the Property as contemplated by this Agreement.

“*Property*” shall mean 19 Frederick Street, Cumberland, MD 21502 which is identified as Tax ID No. 14-003096 and is more particularly described in the deed recorded among the Land Records of Allegany County, Maryland in Deed Liber 172, folio 17.

“*Purchase Price*” means the sale price for the Property, i.e. One Dollar (\$1.00).

“*Transactions*” means the transactions subject to the terms of this Agreement.

To the extent that any capitalized terms contained in this Agreement are not defined above, they shall have the meanings otherwise ascribed to them herein.

1.3. Purpose of Agreement. The purpose of this Agreement is to effectuate the redevelopment of the Property, with a mix of commercial and residential uses to be conducted therein, including a plant bar, office space and residential space.

1.4. Prohibition Against Change in Ownership of CTV; Assignment.

1.4.1. Ownership; Change in Ownership.

A. Representations Regarding Ownership. CTV represents that Aaron Peteranecz and Shelley McIntire hold 100% of the interests in CTV. They are its only members.

B. Members’ Qualifications. The City would not have entered into this Agreement but for Aaron Peteranecz’s and Shelley McIntire’s qualifications and experience. No voluntary or involuntary successor-in-interest of CTV shall acquire any rights or powers under this Agreement, except as expressly set forth herein. Any withdrawal or change (whether

voluntary, involuntary or by operation of law) of a member or interest holder, individually or jointly, owning a controlling interest in CTV shall not be permitted except as set forth hereinafter.

C. Notwithstanding anything to the contrary herein, there shall be no change in CTV's ownership for at least one hundred twenty (120) days following the date of this Agreement.

1.4.2. Assignment. Except as otherwise provided in this Agreement, CTV shall not assign all or any part of this Agreement to a third party without the prior written approval of the City, which consent the City may not be withheld without good cause. The City's exercise of discretion shall be based upon the proposed assignee's capability to perform CTV's obligations under this Agreement, the soundness of its financial condition, its ability to obtain financing to enable it to perform CTV's obligations herein and to conduct its business, and any other facts or criteria the City deems relevant. Any assignment of this Agreement without the prior written approval of the City shall be void *ab initio* and shall be considered to be a breach of its terms.

1.4.3. Member's Death/Disability. Notwithstanding anything to the contrary herein, the death or disability of a member, who individually or jointly with others, acquires a controlling interest in CTV, shall not be considered to be an assignment of this Agreement to a third party; provided the successor member or interest holder is approved by the City in writing within one hundred eighty (180) days of the date of death or disability.

1.4.4. CTV's Required Notifications. CTV shall promptly notify the City, in writing, of any material change in the ownership of its interests, its financial condition, or its operation and management.

1.5 Expiration of this Agreement. This Agreement shall expire five (5) years from the date of the issuance of an Occupancy Permit for the Building unless legal proceedings arising out of, as a result of, or as an incident to this Agreement are instituted within that time frame. The tolling shall continue for such time as the default is cured to the reasonable satisfaction of the non-breaching party and the non-breaching party gives written notice of said satisfaction to the other party. Upon the expiration of this Agreement, the City shall record a confirmatory deed in the Land Records of Allegany County to effect the release of the Property from the terms of this Agreement.

Article II **Sale Terms**

2.1. Closing Date. Except as otherwise set forth herein, Closing shall occur no later than thirty (30) days after the conclusion of the Due Diligence Period or thirty (30) days after the conclusion of the Cure Period, whichever is last to occur.

2.2. **Purchase Price.** The Purchase Price for the Property shall be One Dollar (\$1.00). The Purchase Price shall be paid at Closing.

2.3. **Proration of Taxes and Utilities.** All taxes and assessments becoming due and accruing during the fiscal year in which the deed is delivered shall be prorated between the City and CTV as of the date of Closing. CTV shall pay those taxes thereafter.

2.4. **Transfer & Recordation Taxes & Fees.** All transfer and recordation taxes, deed recordation fees and other governmental taxes, charges and fees which must be paid in connection with the transfer of the Property as contemplated herein shall be paid by CTV.

2.5. **CTV's Contingencies.** CTV's obligation to close is subject to the conditions set forth in this section and elsewhere in this Agreement.

2.5.1. Title Examination; Defect Reporting & Cure.

2.5.1.1. **Title Examination & Defect Reporting.** CTV shall arrange and pay for such examination of the title to the Property as it deems necessary. Failure to obtain such examination and report any title defects to the City in writing within forty-five (45) days after the Effective Date shall constitute a waiver of any and all title defects.

2.5.1.2. **Cure of Title Defects.** If City has not cured all substantial defects in the title to the Property before the expiration of the Cure Period, CTV shall have the option, in its sole discretion, of (i) taking such title as City can deliver or (ii) terminating this Agreement, whereupon the City and CTV shall be completely discharged from all liabilities and obligations arising out of this Agreement.

2.5.2. **Financing Contingency.** CTV will be obtaining financing for the revocation of the Property from Ridgecrest Investment, Inc., one of its members. Accordingly, Closing shall not be contingent upon CTV's procurement of financing.

2.5.3. **Other Due Diligence.** CTV shall have the right to perform such due diligence as it deems necessary or advisable to close the transaction which is the subject of this Agreement. If through the conduct of such due diligence CTV discovers a condition which materially adversely affects its ability to conduct its intended use of the Property as is described in **Section 3.2** hereinafter, it must report such condition to the City no more than 120 days from the Effective Date. The City shall have thirty (30) days from the date of that notice to correct the condition. If City has not rectified the condition to the reasonable satisfaction of CTV within thirty (30) days from CTV's notice to City, CTV shall have the option, in its sole discretion, of (i) proceeding with Closing or (ii) terminating this Agreement, whereupon the City and CTV shall be

completely discharged from all liabilities and obligations arising out of this Agreement. Notwithstanding the foregoing, provided the City has commenced its efforts to rectify the said condition within the aforesaid thirty (30) day period but is unable to do so within that time frame, it shall have the right to continue those efforts for another sixty (60) days provided it gives CTV written notice of its intent to exercise that right before the thirty (30) day period expires. If necessary, the date of Closing shall be deferred until such time as the City is able to conclude its efforts to cure the default.

2.5.4. Due Diligence & Title Reports. CTV shall supply the City with all title reports and due diligence reports as soon as practical following the date it obtains those reports or they are made accessible to it, whichever is first to occur.

2.6. Deed; Conveyance. The City, at CTV's cost, shall prepare and execute a good and sufficient quitclaim deed and deliver the same in recordable form to CTV at Closing. Formal tender of the deed is hereby waived. It is intended that the deed shall transfer to CTV all of the City's right, title and interest in and to the Property, including all right, title and interest in and to all improvements, fixtures and personal property, if any, easements, hereditaments, privileges and appurtenances thereunto belonging, and to the use of all easements, if any, whether of record or not, appurtenant to the Property. The deed shall be subject to the terms of this Agreement. The deed and this Agreement shall be recorded among the Land Records of Allegany County, Maryland as soon as practicable following Closing.

2.7. Disclaimer of Representations and Warranties. CTV represents that it has fully inspected the Property. The City makes no representations or warranties with respect to the Property, either express or implied, unless they are set forth in this Agreement. CTV accepts the Property as-is, where-is, and with-all-faults basis and without any additional representations or warranties, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, operability, capacity or condition. CTV is responsible for conducting its own due diligence and any reliance upon representations or statements made by the City is at CTV's own risk.

Article III **Development Provisions**

3.1. Conditions for Conveyance and Development of Property. The conveyance of the Property contemplated herein and CTV's continued ownership of the Property shall be contingent upon its compliance with the terms of this Article. The assumption of the obligations and requirements set forth in this Article is a material consideration for the sale of the Property.

3.2. Permitted Use of the Property. The following uses may be conducted on the Property:

- (i) On-site sale and consumption of Beverages;
- (ii) A plant bar;
- (iii) Live entertainment;
- (iv) Events, like weddings, art shows, and conferences;
- (v) Community gatherings;
- (vi) Group meetings;
- (vii) Offices for businesses;
- (viii) Residential use, including long-term to short-term leasing;
- (ix) Uses ancillary to the foregoing; and
- (x) Food service in connection with the foregoing.

CTV may not use the Property for any other purposes without the written permission of the City, which permission may be denied for any reason or no reason at all. The terms of this Section shall expire upon the expiration of this Agreement as is set forth in **Section 1.5** hereinbefore.

3.3. Property Renovation.

3.3.1. Project Schedule. The Project shall proceed in accordance with the Project Schedule attached hereto and incorporated by reference herein as Attachment 1.

3.3.2. Diligence. Failure to adhere to the Project Schedule and/or failure to perform the work diligently and without interruption, except as permitted under **Section 6.18** hereinafter, may result in the reversion of title to the Property to the City as set forth hereinafter.

3.3.3 Progress Reports. CTV shall also provide the City with progress reports every ninety (90) days following the date of Closing. The reports shall describe the work performed and, as to construction, shall include photographs evidencing the same. It shall also detail the work that needs to be completed by the end date applicable to the particular category of work set forth in the Project Schedule. The detail may be provided by redlining the applicable Project Schedule.

3.3.4. Inspections. From time to time during regular business, the City shall have the right to inspect the Property to ensure that the work is being performed in a timely manner, to confirm the information contained in progress reports is being performed diligently, and to ensure that the work is being performed in a reasonably satisfactory manner.

3.4. Costs of Construction and Other Costs. The costs of developing the Property as provided for in this Agreement, including, without limitation, the planning, construction of improvements, and permitting, shall be borne by CTV.

3.5. Other Governmental Permits. CTV shall apply for and obtain such Permits and Approvals as may be required by any Governmental Agency having jurisdiction over the development of the Project and the conduct of the uses to be conducted on the Property. The City shall fully cooperate with CTV in its efforts to expedite the issuance of such Permits and Approvals: however, this provision shall not be interpreted to require that the City issue or grant any Permits and Approvals if the applications therefor fail to satisfy any legal requirements for the issuance or granting of the same.

3.6. Cooperation in the Event of Legal Challenge. If any legal or equitable action or other proceeding is brought by any individual, business entity, Governmental Agency or government official challenging the validity of any provision of this Agreement, the parties to this Agreement shall cooperate in defending such action or proceeding, including, a good faith attempt to select a mutually agreeable legal representative. CTV and the City shall each pay one-half of the cost of a joint defense. If the parties cannot agree on a joint defense or upon the same legal counsel, then each party shall bear its own costs of such defense. In the event of a legal challenge related to this Agreement, the time for the completion of the work described in **Section 3.4.2** herein shall automatically be tolled from the date of filing through the date the ruling on the matter becomes final and unappealable.

3.7. Lender Requirements. If CTV obtains mortgage financing for the Project, it shall provide the City with copies of the following documentation as it may be available:

- (i) Contemporaneously with their submission to its mortgage lender, CTV shall provide the City with copies of all Project construction schedules and any amendments or modifications thereto.
- (ii) CTV shall provide the City with copies of all documents evidencing its communications with its lenders relative to its performance under the terms of this Agreement.

3.8. Surety Bond/Irrevocable Letter of Credit. Before the City issues any permits that will permit CTV to commence construction, CTV shall post a surety bond or an irrevocable

letter of credit (individually and collectively hereinafter referred to as the “Bond”) in the amount of its estimated construction costs, the estimate to be approved by the City Engineer. The Bond shall name the City as its beneficiary and shall be in a form reasonably acceptable to the City. The City Solicitor shall conduct the review and he shall have the authority to determine whether the Bond is acceptable to the City. The Bond will remain in place until such time as the construction has been completed to the reasonable satisfaction of the City Engineer.

3.9. Equipment Operation and Maintenance Manuals. CTV shall provide the City with copies of the operation and maintenance manuals for all equipment installed on, in or at the Property. Said manuals shall be provided as soon as is practicable following the installation of each piece of equipment.

Article IV **Termination and Default**

4.1. Cure of Default by CTV. Should a party be in material default under the terms of this Agreement, the other party shall provide the party in default with written notice thereof and, unless otherwise provided herein, the defaulting party shall have the Cure Period to substantially cure the default. In the event of the defaulting party’s failure to substantially cure the default within the Cure Period, then the other party shall have all rights in law and equity, including, but not limited to, the right of specific performance and the right to terminate this Agreement.

4.2. Cure of Default by Lender.

4.2.1. CTV’s Obligation to Provide Lender Information. CTV shall provide the City with written notice of the name and address of the lender for any loan made to CTV which is secured by the Property, the loan account number, and the lender’s telephone number. CTV shall be responsible for providing the City with written notice of any changes in the foregoing information.

4.2.2. Notice of Default to Lender. The City shall provide the said lender with copies of any notices of default it gives to CTV.

4.3.2. Lender’s Right to Cure. any lender with a security interest in the Property shall have the right, but not the obligation, upon written notice to the City during the Cure Period, to cure any default and take any action under this Agreement, including assuming responsibility for its performance. In the event such notice is given, the lender shall have sixty (60) days from the date notice of the default is sent to it to cure the default. If the sixty (60) day period extends beyond the Cure Period, the Cure Period shall be extended so that the lender has sixty (60) days from the date of the City’s notice to cure a default.

4.3. Termination. In the event the City terminates this Agreement upon CTV's failure to cure a material default within the Cure Period: (a) the City shall have no further obligations to CTV under the terms of this Agreement; and (b) title to the Property shall immediately and without the necessity of any further action revert to and revest in the City free and clear of any and all claims, right, title and interest of CTV. In furtherance of the title reverter provisions set forth in the preceding sentence, (1) CTV hereby appoints Jeffrey Silka, City Administrator of the City of Cumberland, and his successor City Administrators, its true and lawful attorney in fact, with full power of substitution, hereby granting them full power and authority for it and in its stead to execute and deliver a deed or deeds for the Property to the City in the event CTV fails to cure any defaults in the manner aforesaid and to do any and all acts required in order to effect the said conveyance(s); and (2) alternatively, CTV hereby authorizes and empowers Jeffrey Silka and his successor City Administrators, as its authorized signatories, to execute and deliver a deed or deeds for the Property to the City in the event CTV fails to cure any defaults in the manner aforesaid and to do any and all acts required in order to effect the said conveyance.

Article V **Real Estate Taxes**

5.1. Real Estate Taxes. The City entered this Agreement for the purpose of, among other things, generating revenue from the collection of real estate taxes and personal property taxes with respect to the Property and Project. Consistent with the foregoing, and in consideration of the mutual covenants and conditions contained in this Agreement, CTV, its successors-in-interest and assigns, and successors in the title to the Property may not apply for, accept, or utilize any incentive, credit, abatement, offset, rebate, refund or another program (i) that would result in the reduction or elimination of the present and future full assessed value of the Property and improvements thereon or the reduction or elimination of the present and future full assessed value of CTV's personal property or (ii) which would result in the reduction, abatement or forgiveness of the aforesaid taxes payable to the City. Nothing contained in this section shall be interpreted or construed to prohibit CTV, its successors-in-interest and assigns, and successors in the title of the Property from taking full advantage of any program that would result in a reduction or elimination of the taxes identified herein that are due and payable to any entity other than the City. Notwithstanding anything to the contrary herein, CTV may appeal the assessment of the Property upon its reassessment by the State Department of Assessments and Taxation so long as the methodology used for CTV's calculation is to establish the fair market value of the property without any deductions or set offs.

Article VI
Miscellaneous Provisions

6.1. Severance/Reformation Clause. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby. It is also the intention of the parties to this Agreement, that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

6.2. Permits and Approval Independent. All Permits and Approvals, and all land use entitlements or approvals generally which may be issued or granted by the City with respect to the Property, constitute independent actions and approvals by the City. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if the City terminates this Agreement for any reason, then such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any Permits and Approvals or other land use approvals. In such cases, such approvals will remain in effect pursuant to their own terms, provisions, and conditions of approval.

6.3. Further Actions. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

6.4. Construction. This Agreement has been reviewed and revised by legal counsel for each of the parties, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

6.5. Notices. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or email. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing.

If to City:

City of Cumberland
57 N. Liberty Street
Cumberland, Maryland 21502
ATTN: City Administrator
Email (presently): *jeff.silka@cumberlandmd.gov*

With a copy to the City of Cumberland City Solicitor, presently:

Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, Maryland 21502
Email: *mike@msclaw.net*

If to CTV:

Clock Tower Ventures, LLC
22 N. Mulberry Street, Suite 100
Hagerstown, MD 21740
ATTN: Aaron Peteranecz
Email: *aaron@designmethodgroup.com*

With a copy to:

Terri Lowery, Esquire
75 Greene Street
Cumberland, Maryland 21502
Email: *terri@trozzo.com*

Any notice which is hand-delivered will be deemed to have been given when delivery is completed. A notice delivered by courier service shall be deemed given one (1) business day after deposit with the courier service. If a notice is delivered by email, it will be deemed effective when delivery can be confirmed, either through the messaging software or by written confirmation of the party to whom the notice is directed.

6.6. Partnership or Joint Venture. Nothing in this Agreement shall be construed to render the City in any way or for any purposes a partner, joint venture or associate in any relationship with CTV nor shall this Agreement be construed to authorize either to act as the agent for the other.

6.7. Estoppel Certificate. Within five (5) days following any written request which either party may make from time to time, the other party to this Agreement shall execute and deliver to the requesting party a statement certifying that: (1) this Agreement is unmodified and in full force and effect; (2) there are no current uncured defaults under its terms or specifying the dates and nature of any such default; and (c) any other reasonable information requested.

6.8. Time of the Essence. Time is of the essence in the performance of all the covenants, conditions, and agreements contained in this Agreement.

6.9. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other party shall have any right of action based upon any provision of this Agreement.

6.10. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the Laws of the State of Maryland. Any court proceedings arising out of, as an incident to or as a result of shall be instituted and maintained in the Circuit Court for Allegany County, Maryland or the District Court for Allegany County, Maryland. The parties waive any rights they may have to claim that such courts lack venue.

6.10. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all prior agreements and understandings between the parties relating to the subject matter of this Agreement. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound.

6.11. Dispute Costs. In the event any dispute between the parties with respect to this Agreement results in litigation or other proceedings, the prevailing party shall be reimbursed by the party not prevailing in such proceeding for all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, experts' fees, and costs incurred by the prevailing party in connection with such litigation or other proceeding and any appeal thereof. Such costs, expenses, and fees shall be included in and made a part of the judgment recovered by the prevailing party, if any

6.12. Waiver. Neither the City's nor CTV's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.

6.13. Non-Merger; Survival. The terms, conditions, and provisions of this Agreement shall not be deemed to merge into any deed. They shall survive Closing and shall be deemed to

be covenants which run with the land for the period commencing upon the Effective Date and continuing indefinitely unless otherwise provided herein.

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

6.15. Section Headings. Section headings contained in this Agreement are for convenience only and shall not be considered in interpreting or construing this Agreement.

6.16. Binding Effect. This Agreement shall inure to the benefit of the parties hereto and it shall be binding upon their respective successors and assigns.

6.17. Counterparts; Electronic Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which when taken together, shall be deemed to be a single instrument. Emailed or electronically transmitted counterparts shall be deemed to be originals.

6.18. Permitted Delays/Force Majeure. In addition to any other specific provisions of this Agreement, performance by either party of its obligations hereunder shall be excused during any period of delay caused at any time by reason of acts of God or civil commotion, riots, strikes, war, terrorism, picketing, or other labor disputes, shortage of materials or supplies, shortage of labor, pandemics or widespread health emergencies, unanticipated conditions in the economy, damage to work in progress by reason of fire, floods, earthquake or other casualties, restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting Laws (including, without limitation, new or supplementary environmental regulations), any governmental actions or failure to act litigation, acts or neglect of the other party, or any other cause beyond the reasonable control of a party. Each party shall promptly notify the other party of any delay hereunder as soon as possible after the same has been ascertained.

6.19. Waiver of Trial by Jury. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH OWNER AND/OR MANAGER MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR ANY PROVISION THEREOF. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND THE PARTIES HERETO HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

6.20. Recordation. It is the parties' intention to record this Agreement among the Land Records of Allegany County, Maryland. The costs of recordation and recordation and transfer taxes, if any, shall be borne by the CTV.

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

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Allison Layton, City Clerk

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

CLOCK TOWER VENTURES LLC

By: _____ (SEAL)
Aaron Peteranecz, Managing Member

Signature of First Witness to
Signature of Aaron Peteranecz

First Witness printed name

First Witness address

Signature of Second Witness to
Signature of Aaron Peteranecz

Second Witness printed name

Second Witness address

STATE OF MARYLAND,
WASHINGTON COUNTY, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Aaron Peteranecz**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Managing Member of Clock Tower Ventures LLC, a Maryland limited liability company, and acknowledged the foregoing to be the act and deed of the said corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

Attorney Certification

The undersigned attorney admitted to practice in the State of Maryland certifies that the foregoing instrument was prepared by him or under his supervision.

Michael Scott Cohen

File Attachments for Item:

. Order 27,182 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the downtown mall for the Hooley Pub Crawl for the period of March 11, 2023 beginning at 12:00 p.m. and ending at 2:00 a.m. on March 12, 2023; notwithstanding, that open glass containers shall not be permitted

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

ORDER NO. 27,182

DATE: February 21, 2023

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

THAT, the provisions of Section 11-113 of the City Code, entitled "Open Containers of Alcohol," be and are hereby lifted for the **Hooley Pub Crawl** beginning on March 11, 2023 at 12:00 p.m. through 2:00 a.m. on March 12, 2023, within the confines of the following areas:

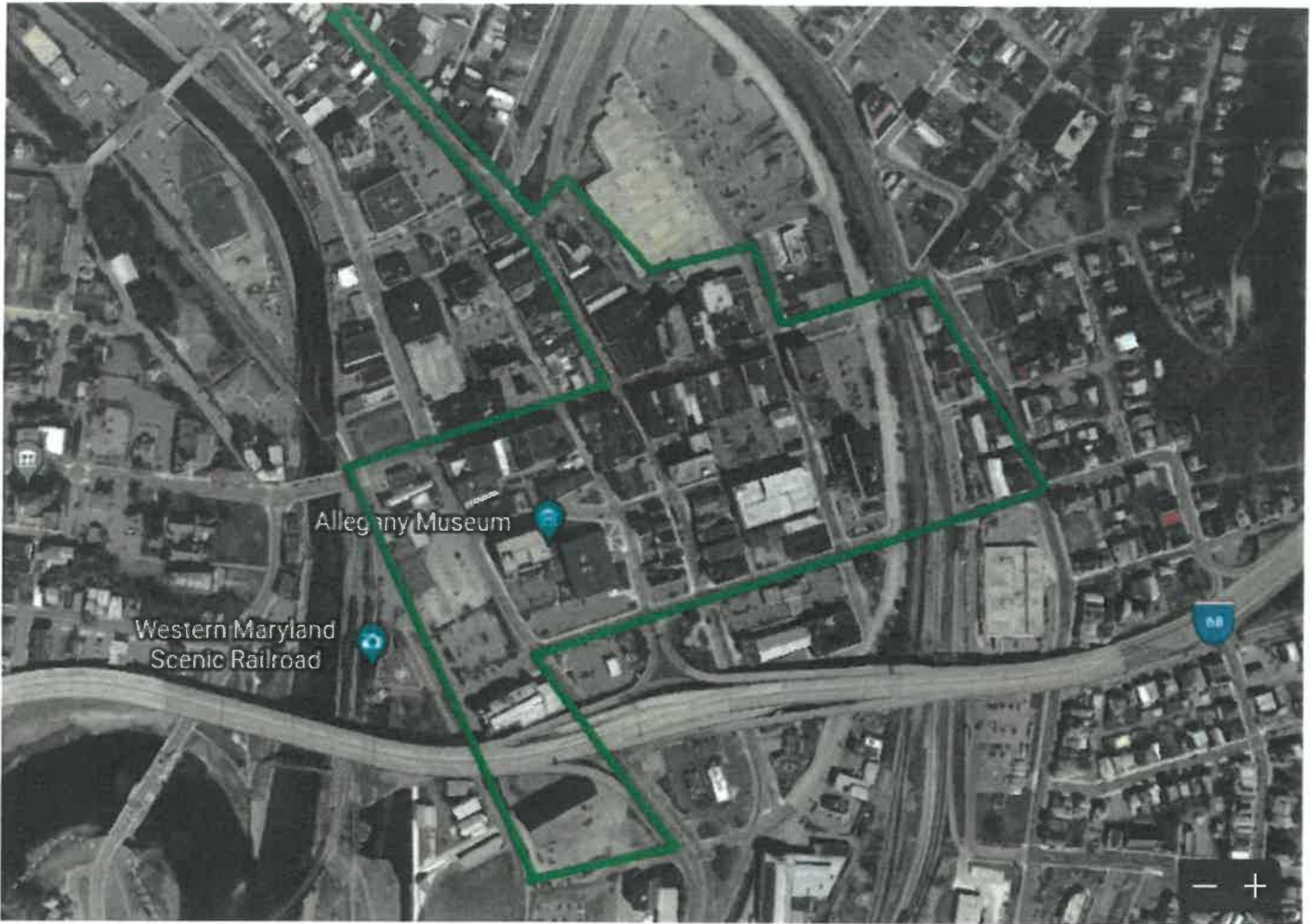
- Mechanic at Bedford Street south to Wineow Street;
- Wineow Street to Winston Street to Centre Street;
- Centre Street to Harrison Street
- Harrison Street East to Queen City Drive
- Queen City Drive north to Baltimore Street;
- Baltimore Street west to George Street;
- George Street north to Butler Alley;
- Butler Alley to Centre Street;
- Centre Street from Frederick Street north to 171 North Centre Street
- Bedford Street from Centre Street to Mechanic St.
- Extension off of Queen City Drive to Queen City Pavement / Gulf Memorial

Drive.

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

Raymond M. Morriss, Mayor

***Map attached**



File Attachments for Item:

. Order 27,183 - accepting a donation of \$50,000 from the estate of Ann Callan, with funds restricted to the purchase of a new ambulance for the Cumberland Fire Department

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

ORDER NO. 27,183

DATE: February 21, 2023

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

THAT, the Mayor and City Council of Cumberland does hereby accept a donation from the estate of Ann Callan in the amount of Fifty Thousand Dollars and No Cents (\$50,000.00); and

BE IT FURTHER ORDERED, that said funds are restricted solely for the benefit of the City of Cumberland Fire Department to be used towards the purchase of an Ambulance.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,184 - declaring vehicles and equipment to be surplus and authorizing them for sale or trade in

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

ORDER NO. 27,184

DATE: February 21, 2023

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

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

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

<i>Unit</i>	<i>Department</i>	<i>Vehicle</i>	<i>VIN / Serial No.</i>
CAR-3	Fire	2000 Jeep Cherokee	1J4FF48S5YL217120

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,185 - authorizing appointments and reappointments to the Administrative Appeals Board, Downtown Development Commission, Historic Preservation Commission, Human Relations Commission, Municipal Planning and Zoning Commission, Shade Tree Commission and Zoning Board of Appeals

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

ORDER NO. 27,185

DATE: February 21, 2023

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

THAT, the following appointments and reappointments to boards and commissions be and are hereby approved:

<i>Board/Commission</i>	<i>Seat</i>	<i>Member</i>	<i>Term</i>
Administrative Appeals Board	2	Alan Septoff	2/21/23 – 2/21/26
Administrative Appeals Board	3	William Hughes	2/21/23 – 2/21/26
Historic Preservation Commission	1	Larry Jackson	12/31/22 – 12/31/25
Historic Preservation Commission	4	Lynda Lambert	2/21/23 – 2/21/26
Human Relations Commission	4	Renee Kniseley	2/1/22 – 2/1/25
Human Relations Commission	5	Keira Schilling	2/21/23-2/21-26
Human Relations Commission	6	Deanna Clark	2/1/22 – 2/1/25
Human Relations Commission	7	Cindi Bolyard	11/15/22 – 11/15/25
Municipal Planning and Zoning Commission	4	Joseph P. George	2/21/23 – 2/21/28
Municipal Planning and Zoning Commission	Ex-Officio Non-Voting Member	James L. Furstenberg	
Shade Tree Commission	1	Lex Merrill	2/21/23 – 2/21/27
Shade Tree Commission	3	Rachel Merrill	2/21/23 – 2/21/27
Shade Tree Commission	7	Stephen Wilkinson	2/21/23 – 2/21/27
Zoning Board of Appeals	1	Bernard Lechman	1/14/23 – 1/14/26
Zoning Board of Appeals	4	Dominic Dearcangelis	2/21/23 – 2/21/25
Zoning Board of Appeals	5	Phil Crippen	1/14/23 – 1/14/26

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,186 - authorizing the Fire Chief to accept the proposal from AIRVAC911 Air Vacuum Corporation to install engine exhaust removal systems at Cumberland Fire Department Central Station #1 and South End Station #2 on a sole source basis in the amount not to exceed \$55,450.00

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

ORDER NO. 27,186

DATE: February 21, 2023

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

THAT, the proposal from Air Vacuum Corporation, 6 Faraday Drive, Dover, NH 03820 for the purchase and installation of an AIRVAC 911 Exhaust Removal System to remove hazardous emissions in the Apparatus Rooms at Fire Department Central Station #1 and South End Station #2 on a sole source basis, in the not-to-exceed cost of Fifty Five Thousand Four Hundred Fifty Dollars and No Cents (\$55,450), be and is hereby approved; and

BE IT FURTHER ORDERED THAT, this special pricing is in accordance with City Code Section 2-171(d), which pertains to professional service contracts or equipment available only through a sole source or a source that has significant familiarity with the city resource for which the purchase is sought

Raymond M. Morriss, Mayor

Budget:
Fire Department 001.043.62000

Council Agenda Summary

Meeting Date: February 21, 2023

Key Staff Contact: Fire Chief W. Shannon Adams

Item Title:

Exhaust Removal Systems at Cumberland Fire Department Station #1 and Station #2

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

Accept the proposal from AIRVAC 911® Air Vacuum Corporation, 6 Faraday Drive, Dover, New Hampshire 03820 to install engine exhaust removal systems of hazardous emissions in the Apparatus Rooms at Fire Department Central Station #1 and South End Station #2 on a sole source basis in the amount not to exceed \$55,450.00.

This is a vertical air flow design, ceiling hung, recirculating air filtration system manufactured by Air Vacuum Corporation with six (6) units at CFD Station #1 and one (1) unit at CFD Station #2.

CFD Station #1 cost is \$46,504.00 and CFD Station #2 cost is \$8,946.00 totaling \$55,450.00.

Amount of Award:

Budget number: FY2023 001-043-62000

Grant, bond, etc. reference:



Julie Davis <julie.davis@cumberlandmd.gov>

Exhaust Removal System for CFD Station #1 and Station #2

5 messages

Julie Davis <julie.davis@cumberlandmd.gov>

Fri, Feb 10, 2023 at 2:56 PM

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

Cc: Shannon Adams <shannon.adams@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Hello, Jeff.

Your approval is requested to place the proposal from AIRVAC 911 Air Vacuum Corporation to install an air flow engine exhaust removal of hazardous emissions in the Apparatus Rooms at Fire Department Central Station #1 and South End Station #2 on the February 21, 2023 Mayor & City Council Meeting Agenda to authorize this purchase on a sole source basis.

CFD Station #1 cost is \$46,504.00 and CFD Station #2 cost is \$8,946.00 totaling \$55,450.00.

This is a vertical air flow design, ceiling hung, recirculating air filtration system manufactured by Air Vacuum Corporation with 6 units at Station #1 and 1 unit at Station #2.

Two other quotes were received:

1. CS Air and Environmental: Total Cost is \$140,679.00 total for two (2) fire stations that includes equipment and labor to install exhaust drops, ductwork, vehicle exhaust extraction, and tailpipe modifications. Also, a 5-year bi-annual preventative maintenance inspection and a 2-year warranty for all equipment.

2. Air Cleaning Technology: CFD Station #1 Cost is \$181,820.00 and CFD Station #2 Cost is \$52,288.00 totaling \$234,108.00 that includes equipment and labor to install a rail system, hose-drops equipped with a "magnetic grabber" to form a positive seal to vehicle tailpipes.

FY2023 Fire Department Line Item 001-043-62000 totals \$55,000.00 that includes \$45,000.00 for the exhaust removal systems and \$10,000.00 for tile flooring in the Fire Administration offices and hallway. The carpets are worn, filthy and present a health hazard; and, we would like tile flooring to easily clean and for better air quality.

\$45,000.00 was approved in the FY23 Budget to install the exhaust removal system. Therefore, we request a \$10,450.00 overrun due to a price increase since the original quote for budget preparation and our budget request was reduced \$10,000.00 for this project.

Respectfully,
Julie



Julie A. Davis, Fire Administrative Officer

City of Cumberland Fire Department

20 Bedford Street

Cumberland, Maryland 21502

Phone: 301.759.6485 Fax: 301.759.6494

Email: julie.davis@cumberlandmd.gov

Jeff Silka <jeff.silka@cumberlandmd.gov>

Mon, Feb 13, 2023 at 9:19 AM

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

Cc: Shannon Adams <shannon.adams@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Mark,

Can you share if you are okay with this cost overrun or should we delay the flooring project. Let me know.

Jeffrey F. Silka, ICMA-CM

City Administrator

City of Cumberland

57 N. Liberty Street

Cumberland, MD 21502
Office (301) 759-6424
Cell (240) 609-9303

[Quoted text hidden]

Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>

Mon, Feb 13, 2023 at 9:21 AM

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

Cc: **Julie Davis** <julie.davis@cumberlandmd.gov>, **Shannon Adams** <shannon.adams@cumberlandmd.gov>, **Ken Tressler** <ken.tressler@cumberlandmd.gov>

Good morning,

I am comfortable with a cost overrun approval to complete these projects this fiscal year.

Kind regards,

Mark

[Quoted text hidden]

Jeff Silka <jeff.silka@cumberlandmd.gov>

Mon, Feb 13, 2023 at 9:22 AM

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

Cc: **Julie Davis** <julie.davis@cumberlandmd.gov>, **Shannon Adams** <shannon.adams@cumberlandmd.gov>, **Ken Tressler** <ken.tressler@cumberlandmd.gov>

Thanks Mark!

I approve the cost overrun.

Jeffrey F. Silka, ICMA-CM

City Administrator

City of Cumberland

57 N. Liberty Street

Cumberland, MD 21502

Office (301) 759-6424

Cell (240) 609-9303

[Quoted text hidden]

Julie Davis <julie.davis@cumberlandmd.gov>

Mon, Feb 13, 2023 at 9:22 AM

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

Cc: **Mark Gandolfi** <mark.gandolfi@cumberlandmd.gov>, **Shannon Adams** <shannon.adams@cumberlandmd.gov>, **Ken Tressler** <ken.tressler@cumberlandmd.gov>

Thank you so much!!

[Quoted text hidden]

[Quoted text hidden]



The World Leader In Engine Exhaust Removal
Systems for the Fire and EMS Industry

PROPOSAL – AIRVAC 911® Multi-Directional (Horizontal & Vertical) Air Flow Exhaust Removal System

THE SALE OF AIRVAC 911®, ENGINE EXHAUST AIR FILTRATION SYSTEM, BY AIR VACUUM CORPORATION OF DOVER N.H., FOR REMOVAL OF HAZARDOUS EMISSIONS FROM FIRE, RESCUE, TRUCKING, AND OTHER HEAVY EQUIPMENT FLOOR AREAS.

THIS QUOTATION HAS BEEN PREPARED FOR: 1/27/2023



Captain, Vincent Pyle
Cumberland Fire Department
20 Bedford Street
Cumberland, MD 21502

SPECIFICATIONS

MODEL: AIRVAC 911®, VERTICAL AIR FLOW DESIGN, CEILING HUNG, RE-CIRCULATING AIR FILTRATION SYSTEM. MANUFACTURED BY: AIR VACUUM CORPORATION, 6 FARADAY DRIVE, DOVER, NH 03820.

FILTRATION: "4-STAGE" FILTER PACK. ALL FILTERS ARE INDUSTRY STANDARD SIZED, UL TESTED & CERTIFIED.

PRE-FILTER (STAGE 1): 24" X 24" X 1". 3-PLY POLYESTER CONSTRUCTION. TWO LAYERS OF 16/40 DUAL DENIER POLY FIBERS WITH A FINAL DUST CATCHING ADHESIVE LAYER. SELF-SEALING FILTER WITH PRE-INSTALLED INTERNAL HEAVY GAGE WIRE FRAME. MERV 8. PERFORMANCE BASED ON A.S.H.R.A.E. 52.1-1992 TEST METHOD. CLASSIFIED AS A UL CLASS 2 FILTER, ACCORDING TO UL STANDARD 900 AND CAN 4-S111.

MAIN MEDIA FILTER (STAGE 2): 24" X 24" X 6". "HEPA MAX 3000" HIGH EFFICIENCY PARTICULATE AIR FILTER. DOP TESTED WITH 0.3 MICROMETER SIZED PARTICLES TO HAVE A MINIMUM EFFICIENCY OF UP TO 95% AND EXCEEDS THE MAXIMUM EFFICIENCY OF 98% ASHRAE 52.1 TESTED FILTERS. CONSISTS OF A PLEATED MEDIA PACK ENCLOSED WITHIN A GALVANIZED STEEL FRAME ASSEMBLY. ULTRA-FINE FIBERGLASS MEDIA FORMED IN A SERIES OF PLEATS SEPERATED BY CORRUGATED ALUMINUM DIVIDERS TO MAINTAIN UNIFORM SPACING BETWEEN EACH PLEAT FOR OPTIMAL AIRFLOW. CLASSIFIED CLASS 2 ACCORDING TO U.L. STANDARD 900 AND IS CLASSIFIED MERV 16 IN ACCORDANCE WITH ASHRAE STANDARD 52.2. FOR INSTALLATION SAFETY, TOTAL WEIGHT NOT TO EXCEED 16 LBS.

GAS-PHASE EXTRACTOR (STAGES 3&4): ONE 24" X 24" X 4", "MULTISORB 3000" BLENDED GAS PHASE EXTRACTOR. 50/50 RESPIRATOR GRADE ACTIVATED CARBON GRANUALS EFFECT FOR REMOVAL OF HIGH WEIGHT MOLECULAR GASES WITHIN DIESEL EXHAUST (VOC'S, HYDROCARBONS, BENZENE, OCTANE, METHANOL AND MORE) AND POTASSIUM PERMANGANATE FOR REMOVAL OF LIGHT WEIGHT MOLECULAR GASES (SULFUR DIOXIDE, NITROGEN DIOXIDE, FORMALDEHYDE AND MORE). FILTER IS CONSTRUCTED WITHIN A 24ga METAL FRAME WITH INTERNAL "HONEYCOMB" CONTAINMENT STRUCTURE. 50/50 BLEND EQUATES TO 28+/- LBS OF CARBON. FOR INSTALLATION SAFETY, TOTAL WEIGHT NOT TO EXCEED 30 LBS.

CABINET CONSTRUCTION: 18 & 16 GAUGE, ALL WELDED STEEL CONSTRUCTION. 25" X 26" X 28" CUSTOM GRAY POWDER COAT PAINT FINISH. TWO HINGED ACCESS PANELS: ONE, TO THE FILTER BANK AND THE OTHER TO THE MOTOR/BLOWER UNIT. A "DWYER" MAGNEHELIC STATIC PRESSURE GAGE, ALLOWS USER TO VISUALLY CHECK ON THE STATUS OF THE FILTER BANK. **FOUR HORIZONTAL & ADJUSTABLE AIRFLOW GRILLS.** "QUICK LATCH" FILTER COMPARTMENT WHICH IS CAPABLE OF HOLDING UP TO 15" OF FILTRATION!

ELECTRICAL: 3/4 H.P., 1725 RPM, 115 VOLT SINGLE PHASE ELECTRIC MOTOR, 13.6 F.L. AMP., RESILIENT MOUNT, AUTOMATIC THERMAL PROTECTION. ELECTRIC MOTOR, RESILIENT MOUNT. ALL MOTORS ARE UL APPROVED. **OPTIONS:** UNITS AVAILABLE @ 230 VOLT, SINGLE PHASE, 6.8 F.L. AMP, ADD \$75 EA. UNIT, SINGLE PHASE MOTOR USABLE @ 208-230 VOLT. 7.0 F.L. AMP. ADD \$115 EA UNIT, THREE PHASE 1 HP - @ 208-230/460 Volt, 3.4-3.6/1.8 F.L. AMPS, ADD \$255 EA. UNIT; TO BASE QUOTE.

BLOWER: CONTINENTAL CENTRIFUGAL IMPELLER AND FUNNEL CONE. NON-METAL & CHEMICALLY RESISTANT.

AVEC CONTROL PANEL: UL 508 CERTIFIED CUSTOM "AUTOMATIC VEHICLE EXHAUST CONTROL", MULTI-CIRCUIT AUTOMATIC RESET TIMER CONTROL. TWO CIRCUIT CONFIGURATIONS RATED AT 20 AMPS PER. TIMING RANGE OF .1 TO 120 MIN. ENCLOSED WITHIN A NEMA-4 RATED ENCLOSURE, NECESSARY FOR APPLICATIONS WHERE WATER IS PRESENT (WASHING OF VEHICLES). MANUAL THREE POSITION SWITCH FOR: AUTO MODE, SYSTEM OFF & SYSTEM RUN OVERRIDE. LED "OPERATING" LIGHT.

AUTOMATIC ACTIVATION SWITCHES: (SEE ENCLOSURES) PHOTO ELECTRIC EYES ACTIVATE SYSTEM UPON VEHICLE MOVEMENT (OUTDOOR RANGES OF UP TO 200') AND MAGNETIC DOOR SWITCHES (ONE PER OVERHEAD DOOR).

INSTALLATION: "TURN KEY" AN ADDITIONAL CHARGE MAY APPLY IF THE LOCATION OF INSTALLATION DOES NOT HAVE SUFFICIENT ELECTRICAL CAPACITY TO INSTALL THE AIRVAC 911®, SYSTEM. (E.G.- 1 OPEN 20 AMP BREAKER PER UNIT + 1 FOR THE CONTROL PANEL). **AVC PRICING DOES NOT INCLUDE THE COST OF ANY PERMITS, LICENSING FEES, REGISTRATION FEES, SALES/USE TAXES OR OTHER FEES THAT MAY BE REQUIRED UPON INSTALLATION AND BY PLACING AN ORDER WITH AVC THE BUYER IS RESPONSIBLE FOR ALL ADDITIONAL FEES AND ITEMS OTHER THAN WHAT HAS BEEN QUOTED.** IN ADDITION TO, ANY INSTALLATION REQUESTS OTHER THAN "STANDARD"; SEISMIC OR VIBRATION MOUNTING HARDWARE, LOW VOLTAGE WIRING WITHIN CONDUIT, PAINTING OF CONDUIT, RECESSED CONTROLS/DEVICES, BURIED CONDUIT, RADIANT HEAT SHIELDING, REMOVAL OF EXISTING PRODUCTS ETC. MAY ALSO REQUIRE ADDITIONAL PRICING. NON GSA SCHEDULE ITEM.



The World Leader In Engine Exhaust Removal Systems for the Fire and EMS Industry

PRICE QUOTATION – CENTRAL FIRE STATION

Captain Vincent Pyle
 Cumberland Fire Department
 20 Bedford Street,
 Cumberland, MD 21502

DATE: 1/27/2023
 PHONE: 240-727-4829
 FAX: 301-759-6494
 vincent.pyle@cumberlandmd.gov

DESCRIPTION	QUANTITY	UNIT COST	TOTALS
AIRVAC 911® EXHAUST REMOVAL SYSTEM - Single Ph. 115V	6	\$4,240.00	\$25,440.00
AIRVAC 911® FILTER PACK (4-Stage Filter Pack, "Main Filters")	6	\$470.00	\$2,820.00
AIRVAC 911® FILTER GAUGE (Min. one per building section)	1	\$142.00	\$142.00
UL 508A CERTIFIED CONTROL PANEL - AVEC-6C/T2	1	\$1,620.00	\$1,620.00
ACTIVATION PACKAGE - PB030TK 200' PHOTO EYE (set) & N505AUTM/STX01 TRACK MOUNTED DOOR SWITCH	1	\$294.00	\$294.00
	6	\$53.00	\$318.00
PREFILTERS (12 Per Box/Change date est. indicated below)	1	\$120.00	\$120.00
*ESTIMATED INSTALLATION "TURN-KEY" & DELIVERED	6	\$2,625.00	\$15,750.00
			\$46,504.00

**Non-Schedule Item"

MADE IN THE USA

- ◆ **FREIGHT: FOB Origin,** ◆ **TERMS: 1/2 Payment with the order & final payment prior to release.** ◆ **Lead-Time 12 to 16 weeks.**
- ◆ Buyer is responsible for all permits, permit fees, State/local licensing fees and applicable taxes related to the purchase of product, shipping and installation or must provide all necessary tax-exempt certificates; state, local and/or county to Air Vacuum Corporation.

The AIRVAC 911® System is Provided With a FIVE YEAR WARRANTY On ALL Components (excluding consumable filters)

DIAGRAM IS NOT AVAILABLE AT THIS TIME. PLEASE CONSULT YOUR SALES REP FOR A DIAGRAM SHOWING AIRVAC 911 CEILING LOCATIONS.

Approximate Filter Life Expectancy

Prefilters 2-4 months, Main filters 18 to 24+ months.

This quotation has been prepared By: Thomas J. Vitko Date: 1/27/2023
 Quotation Prices are valid for 90 calendar days from quotation date.



The World Leader In Engine Exhaust Removal Systems for the Fire and EMS Industry

PRICE QUOTATION – SOUTH FIRE STATION

Captain Vincent Pyle
 Cumberland Fire Department
 20 Bedford Street,
 Cumberland, MD 21502

DATE: 1/27/2023
 PHONE: 240-727-4829
 FAX: 301-759-6494
 vincent.pyle@cumberlandmd.gov

DESCRIPTION	QUANTITY	UNIT COST	TOTALS
AIRVAC 911® EXHAUST REMOVAL SYSTEM - Single Ph. 115V	1	\$4,240.00	\$4,240.00
AIRVAC 911® FILTER PACK (4-Stage Filter Pack, "Main Filters")	1	\$470.00	\$470.00
AIRVAC 911® FILTER GAUGE (Min. one per building section)	1	\$142.00	\$142.00
UL 508A CERTIFIED CONTROL PANEL - AVEC-2C	1	\$1,002.00	\$1,002.00
ACTIVATION PACKAGE - PB030TK 200' PHOTO EYE (set) & N505AUTM/STX01 TRACK MOUNTED DOOR SWITCH	1	\$294.00	\$294.00
	1	\$53.00	\$53.00
PREFILTERS (12 Per Box/Change date est. indicated below)	1	\$120.00	\$120.00
*ESTIMATED INSTALLATION "TURN-KEY" & DELIVERED	1	\$2,625.00	\$2,625.00
**Non-Schedule Item"			\$8,946.00

MADE IN THE USA

- ◆ **FREIGHT: FOB Origin,** ◆ **TERMS: 1/2 Payment with the order & final payment prior to release.** ◆ **Lead-Time 12 to 16 weeks.**
- ◆ Buyer is responsible for all permits, permit fees, State/local licensing fees and applicable taxes related to the purchase of product, shipping and installation or must provide all necessary tax-exempt certificates; state, local and/or county to Air Vacuum Corporation. ◆ Governmental Purchases please consult your sales rep for GSA price list.

The AIRVAC 911® System is Provided With a FIVE YEAR WARRANTY On ALL Components (excluding consumable filters)

DIAGRAM IS NOT AVAILABLE AT THIS TIME. PLEASE CONSULT YOUR SALES REP FOR A DIAGRAM SHOWING AIRVAC 911 CEILING LOCATIONS.

*Single unit install and delivery price is contingent upon the installation of Central Station on the same order.

Approximate Filter Life Expectancy
 Prefilters 2-4 months, Main filters 18 to 24+ months.

This quotation has been prepared By: Thomas J. Vitko Date: 1/27/2023
 Quotation Prices are valid for 90 calendar days from quotation date.

File Attachments for Item:

. Order 27,187 - accepting the proposal from Hite Associates to replace roofs at the Water Reclamation Facility's Blower Building & GBT Building, City Project 2023-05-WRF, in the amount not to exceed \$110,000

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

ORDER NO. 27,187

DATE: February 21, 2023

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

THAT, the proposal from Hite Associates, 11521 Milnor Avenue, Cumberland MD 21501, for the “Replace Roofs at the Water Reclamation Facility’s Blower Building and GBT Building” project (City Project No. 2023-05-WRF) in the estimated cost not-to-exceed One Hundred Ten Thousand Dollars and No Cents (\$110,000) be and is hereby accepted; and

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

Raymond M. Morriss, Mayor

Budget: 003.399.TP15.63000

Council Agenda Summary

Meeting Date: 2/21/2023

Key Staff Contact: Robert Smith, PE

Item Title:

Proposal to Replace Roofs at the Water Reclamation Facility's Blower Building & GBT Building, City Project 2023-05-WRF

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

Accepting the proposal from Hite Associates, Inc. to replace the roofs at the WRF Blower Building & GBT Building for the estimated unit cost of \$110,000.00. This proposal was procured through Gordian EZ IQC using NJPA pricing to solicit a competitive bid. The contractor will perform the removal of the existing roof materials, fix any "soft spots" in the existing structure, and then install the new roof.

The project is funded with City Funds.

Amount of Award: \$110,000.00

Budget number: 003.399.TP15.63000

Grant, bond, etc. reference: City Funds



Work Order Signature Document

EZIQC Contract No.: MD-WMA-R02-042419-HAS

New Work Order

Modify an Existing Work Order

Work Order Number: 112791.00

Work Order Date: 02/16/2023

Work Order Title: CTYCUMBRLND - Wastewater Plant - Blower Bldg GBT Bldg - New Roofs

Owner Name: City of Cumberland

Contractor Name: Hite Associates, Inc.

Contact: Robert Smith

Contact: Scott Rice

Phone: 301-759-6601

Phone: No Data Input

Work to be Performed

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

Brief Work Order Description:

Replace Roofs on Blower Building and GBT Building

Time of Performance

See Schedule Section of the Detailed Scope of Work

Liquidated Damages

Will apply:

Will not apply:

Work Order Firm Fixed Price: \$104,854.06

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Detailed Scope of Work

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

From: Robert Smith
City of Cumberland

301-759-6601

Date Printed: February 16, 2023

Work Order Number: 112791.00

Work Order Title: CTYCUMBLND - Wastewater Plant - Blower Bldg GBT Bldg - New Roofs

Brief Scope: Replace Roofs on Blower Building and GBT Building

Preliminary

Revised

Final

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

The City of Cumberland Maryland
Replace Roofs
Wastewater Treatment Facility
Blower Building
GBT Building

The City of Cumberland Maryland
57 N. Liberty Street
Cumberland MD. 21502

The Contractor shall perform the following Detailed Scope of Work.

The Contractor shall replace the existing roof materials and install new roof materials at The City of Cumberland Wastewater Treatment Facility located at 105 E. Offu Street, Cumberland, Maryland 21502.

The work shall be done on the following buildings:

1. Blower Building – Approx. 2,500 SF
2. GBT Building – Approx. 4,500 SF

The existing roof materials are shingles and shall be removed.

Once the shingles have been removed the Contractor shall make sure there are no "soft spots" in the existing underlayment/ structure.

The Contractor shall include a cost for wood decking. If the amount is used a line-item proposal will be provided under a Supplemental Job Order to show the amount used. If there is additional needed beyond what is proposed a Supplemental Job Order will be established for additional needed. If the amount is less than proposed there will be a Supplemental Job Order for a credited amount.

The Contractor shall install the following on both roofs.

Detailed Scope of Work Continues..

Work Order Number: 112791.00

Work Order Title: CTYCUMBRLND - Wastewater Plant - Blower Bldg GBT Bldg - New Roofs

- Synesthetic roofing felt (deck armor) over the existing roof deck.
- Install GAF Ice and Water Shield, 6 ft. up the eave's and 3 ft. up the rakes.
- Install GAF Timberline HD 30-year shingle roof system with all necessary step flashings and terminations. (The City of Cumberland shall select the shingle color).
- Fabricate and install new metal fascia using 24-gauge material with a Kynar finish.
- Install new 5-inch seamless gutter and .032 Aluminum 4-inch X 5 inch downspouts in existing locations.
- Install vented soffit in existing locations.
- Provide the GAF shingle warranty.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: February 16, 2023
IQC Master Contract #: MD-WMA-R02-042419-HAS
Work Order Number: 112791.00
Owner PO #:
Work Order Title: CTYCUMBRLND - Wastewater Plant - Blower Bldg GBT Bldg - New Roofs
Contractor: Hite Associates, Inc.
Proposal Name: CTYCUMBRLND - Wastewater Plant - Blower Bldg GBT Bldg - New Roofs
Proposal Value: \$104,854.06

01 - General Requirements	\$22,194.83
02 - Site Work	\$1,503.16
07 - Thermal & Moisture Protection	\$81,156.07
Proposal Total	\$104,854.06

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

Contractor's Price Proposal - Detail

Date: February 16, 2023
IQC Master Contract #: MD-WMA-R02-042419-HAS
Work Order Number: 112791.00
Owner PO #:
Work Order Title: CTYCUMBRLND - Wastewater Plant - Blower Bldg GBT Bldg - New Roofs
Contractor: Hite Associates, Inc.
Proposal Name: CTYCUMBRLND - Wastewater Plant - Blower Bldg GBT Bldg - New Roofs
Proposal Value: \$104,854.06

Sect.	Item	Modifier	UOM	Description	Line Total													
Labor	Equip.	Material	(Excluded if marked with an X)															
01 - General Requirements																		
1	01 22 16 00-0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$1,659.44													
				<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td>Installation</td> <td>1,364.00</td> <td>x</td> <td>1.00</td> <td>x</td> <td>1.2166</td> <td>=</td> <td>\$1,659.44</td> </tr> </table>	Quantity	Unit Price	Factor	=	Total	Installation	1,364.00	x	1.00	x	1.2166	=	\$1,659.44	
Quantity	Unit Price	Factor	=	Total														
Installation	1,364.00	x	1.00	x	1.2166	=	\$1,659.44											
				For wood decking if so needed. This will credit back if not needed.														
2	01 22 23 00-0029		WK	60' Engine Powered, Articulating (Up/Over) Boom Manlift	\$3,383.07													
				<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td>Installation</td> <td>2.00</td> <td>x</td> <td>1,252.99</td> <td>x</td> <td>1.3500</td> <td>=</td> <td>\$3,383.07</td> </tr> </table>	Quantity	Unit Price	Factor	=	Total	Installation	2.00	x	1,252.99	x	1.3500	=	\$3,383.07	
Quantity	Unit Price	Factor	=	Total														
Installation	2.00	x	1,252.99	x	1.3500	=	\$3,383.07											
3	01 22 23 00-0993		DAY	10,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$8,329.55													
				<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td>Installation</td> <td>6.00</td> <td>x</td> <td>1,028.34</td> <td>x</td> <td>1.3500</td> <td>=</td> <td>\$8,329.55</td> </tr> </table>	Quantity	Unit Price	Factor	=	Total	Installation	6.00	x	1,028.34	x	1.3500	=	\$8,329.55	
Quantity	Unit Price	Factor	=	Total														
Installation	6.00	x	1,028.34	x	1.3500	=	\$8,329.55											
4	01 22 23 00-0993	0034		For Equipment Without Operator, Deduct	-\$1,417.01													
				<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td>Installation</td> <td>3.00</td> <td>x</td> <td>-349.88</td> <td>x</td> <td>1.3500</td> <td>=</td> <td>-\$1,417.01</td> </tr> </table>	Quantity	Unit Price	Factor	=	Total	Installation	3.00	x	-349.88	x	1.3500	=	-\$1,417.01	
Quantity	Unit Price	Factor	=	Total														
Installation	3.00	x	-349.88	x	1.3500	=	-\$1,417.01											
5	01 54 23 00-0007		CCF	Up To 20' Height Scaffolding Initial Erection And Final Dismantling, Per CCF Of Scaffolding And Accessories	\$4,933.44													
				<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td>Installation</td> <td>160.00</td> <td>x</td> <td>22.84</td> <td>x</td> <td>1.3500</td> <td>=</td> <td>\$4,933.44</td> </tr> </table>	Quantity	Unit Price	Factor	=	Total	Installation	160.00	x	22.84	x	1.3500	=	\$4,933.44	
Quantity	Unit Price	Factor	=	Total														
Installation	160.00	x	22.84	x	1.3500	=	\$4,933.44											
				To Install Soffit Closest to the Water Bays														
6	01 71 13 00-0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.	\$1,600.59													
				<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td>Installation</td> <td>2.00</td> <td>x</td> <td>592.81</td> <td>x</td> <td>1.3500</td> <td>=</td> <td>\$1,600.59</td> </tr> </table>	Quantity	Unit Price	Factor	=	Total	Installation	2.00	x	592.81	x	1.3500	=	\$1,600.59	
Quantity	Unit Price	Factor	=	Total														
Installation	2.00	x	592.81	x	1.3500	=	\$1,600.59											
7	01 74 19 00-0015		EA	30 CY Dumpster (2.5 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$3,705.75													
				<table> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td>Installation</td> <td>5.00</td> <td>x</td> <td>549.00</td> <td>x</td> <td>1.3500</td> <td>=</td> <td>\$3,705.75</td> </tr> </table>	Quantity	Unit Price	Factor	=	Total	Installation	5.00	x	549.00	x	1.3500	=	\$3,705.75	
Quantity	Unit Price	Factor	=	Total														
Installation	5.00	x	549.00	x	1.3500	=	\$3,705.75											

Subtotal for 01 - General Requirements **\$22,194.83**

02 - Site Work

Contractor's Price Proposal - Detail Continues..

Work Order Number: 112791.00
Work Order Title: CTYCUMBRLND - Wastewater Plant - Blower Bldg GBT Bldg - New Roofs

Proposal Name: CTYCUMBRLND - Wastewater Plant - Blower Bldg GBT Bldg - New Roofs
Proposal Value: \$104,854.06

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
02 - Site Work					
8	02 90 50 00-0196		DAY	Vehicle, Pick-up, SUV, Car	\$1,503.16
				Installation	
				Quantity	Unit Price
				15.00 x	74.23 x
					Factor =
					Total
					\$1,503.16
Subtotal for 02 - Site Work					\$1,503.16
07 - Thermal & Moisture Protection					
9	07 31 13 13-0010		SQ	300 LB/SQ, 5" Exposure, Two Layer Laminated Fiberglass Reinforced, Asphalt Composition Shingle (CertainTeed Landmark Premium)	\$47,298.60
				Installation	
				Quantity	Unit Price
				80.00 x	294.13 x
					Factor =
					Total
					\$31,766.04
				Demolition	
				Quantity	Unit Price
				80.00 x	143.82 x
					Factor =
					Total
					\$15,532.56
10	07 31 13 13-0022		LF	Architectural Hip And Ridge Shingles	\$1,287.90
				Installation	
				Quantity	Unit Price
				200.00 x	3.08 x
					Factor =
					Total
					\$831.60
				Demolition	
				Quantity	Unit Price
				200.00 x	1.69 x
					Factor =
					Total
					\$456.30
11	07 34 00 00-0005		SQ	Fire Rated, Polypropylene Roofing Underlayment, Mechanically Fastened (Rex™ Synfelt)	\$4,166.51
				Installation	
				Quantity	Unit Price
				70.00 x	35.39 x
					Factor =
					Total
					\$3,344.36
				Demolition	
				Quantity	Unit Price
				70.00 x	8.70 x
					Factor =
					Total
					\$822.15
12	07 34 00 00-0005	0032		For >50 To 75, Deduct	-\$68.04
				Installation	
				Quantity	Unit Price
				70.00 x	-0.72 x
					Factor =
					Total
					-\$68.04
13	07 34 00 00-0016		SQ	40 Mil, Fire Rated, Embossed Surface, Rubberized Asphalt Adhesive, High Density Cross Laminated Polyethylene Reinforcement, Roofing Underlayment, Self-Adhering (Grace Ice And Water Shield®)	\$7,817.31
				Installation	
				Quantity	Unit Price
				45.00 x	128.68 x
					Factor =
					Total
					\$7,817.31
				6 feet up the Eave's, 3 feet up the rakes	
14	07 34 00 00-0016	0032		For >50 To 75, Deduct	-\$290.25
				Installation	
				Quantity	Unit Price
				50.00 x	-4.30 x
					Factor =
					Total
					-\$290.25
15	07 41 33 00-0008		LF	1" "J" Channel, Starter Strip Trim	\$3,453.84
				Installation	
				Quantity	Unit Price
				820.00 x	2.25 x
					Factor =
					Total
					\$2,490.75
				Demolition	
				Quantity	Unit Price
				820.00 x	0.87 x
					Factor =
					Total
					\$963.09
				To Install Soffit	
16	07 46 16 00-0022		LF	1' Overhang, 0.019" Thick, Solid Or Vented Aluminum Soffit	\$3,191.40
				Installation	
				Quantity	Unit Price
				600.00 x	3.18 x
					Factor =
					Total
					\$2,575.80
				Demolition	
				Quantity	Unit Price
				600.00 x	0.76 x
					Factor =
					Total
					\$615.60

Contractor's Price Proposal - Detail Continues..

Work Order Number: 112791.00

Work Order Title: CTYCUMBRLND - Wastewater Plant - Blower Bldg GBT Bldg - New Roofs

Proposal Name: CTYCUMBRLND - Wastewater Plant - Blower Bldg GBT Bldg - New Roofs

Proposal Value: \$104,854.06

Sect.	Item	Modifier	UOM	Description	Line Total		
Labor	Equip.	Material	(Excluded if marked with an X)				
07 - Thermal & Moisture Protection							
17	07 62 13 00-0028		SF	24 Gauge, Galvanized Steel Flashing	\$1,721.25		
				Quantity	Unit Price	Factor	Total
				100.00	10.48	x	1.3500 = \$1,414.80
				100.00	2.27	x	1.3500 = \$306.45
				Step Flashing, Rake Trim, and Hot Pipe Flashing			
18	07 62 19 00-0172		LF	>5" To 7" Girth, 24 Gauge, KYNAR 500® Finish, Galvanized Steel Drip Edge	\$4,711.50		
				Quantity	Unit Price	Factor	Total
				500.00	6.40	x	1.3500 = \$4,320.00
				500.00	0.58	x	1.3500 = \$391.50
19	07 71 23 00-0006		LF	5", 0.032" Thick, K-Style Aluminum Gutter	\$2,794.50		
				Quantity	Unit Price	Factor	Total
				300.00	5.13	x	1.3500 = \$2,077.65
				300.00	1.77	x	1.3500 = \$716.85
20	07 71 23 00-0006	0314		For Kynar 500® Finish, Add	\$396.90		
				Quantity	Unit Price	Factor	Total
				300.00	0.98	x	1.3500 = \$396.90
21	07 71 23 00-0055		LF	4" x 5", 0.019" Thick, Rectangular Aluminum Downspout	\$3,728.84		
				Quantity	Unit Price	Factor	Total
				310.00	7.21	x	1.3500 = \$3,017.39
				310.00	1.70	x	1.3500 = \$711.45
22	07 71 23 00-0055	0317		For 0.031" Thick, Add	\$945.81		
				Quantity	Unit Price	Factor	Total
				310.00	2.26	x	1.3500 = \$945.81

Subtotal for 07 - Thermal & Moisture Protection **\$81,156.07**

Proposal Total **\$104,854.06**

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

File Attachments for Item:

. Order 27,188 - approving a sponsorship for Greenway Avenue Stadium Capital Improvement Fund for an advertising panel to be displayed for a ten year term from February 2023 through February 3033 in the initial amount not to exceed \$10,000

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

ORDER NO. 27,188

DATE: February 21, 2023

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

THAT, the Mayor and City Council hereby contribute funds to the Greenway Avenue Stadium Capital Improvement Fund for an advertising panel to be displayed for a ten (10) year term from February, 2023 through February, 2033 for an initial amount not to exceed Ten Thousand Dollars and No Cents (\$10,000).

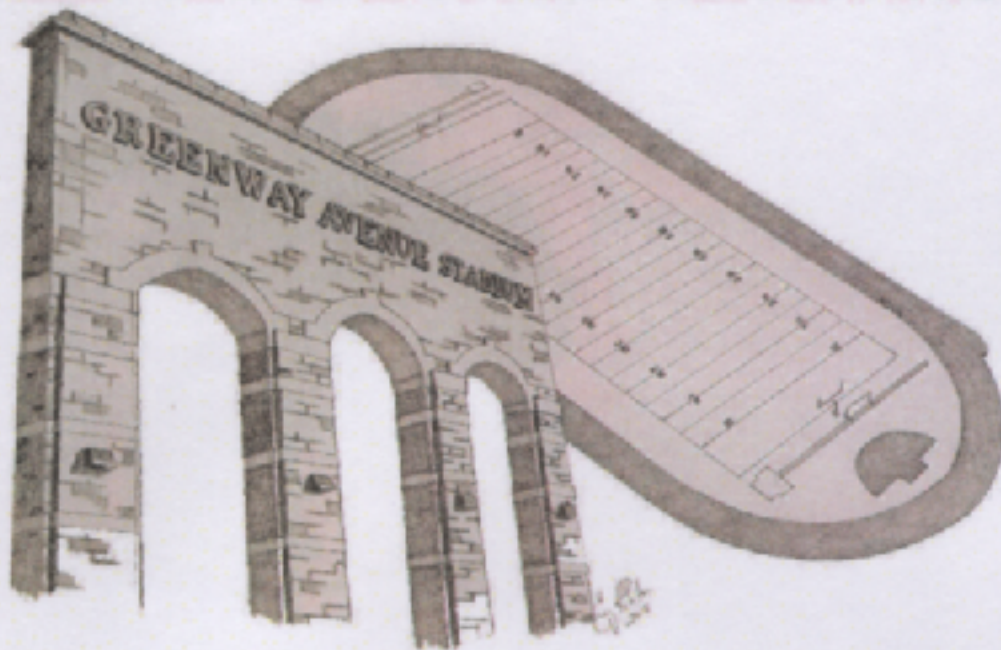
Raymond M. Morriss, Mayor

Budget:

\$1,000 – 001.010.20800

\$9,000 – 001.143.00

GREENWAY AVENUE STADIUM CAPITAL IMPROVEMENT FUND



701 WHITE AVENUE
CUMBERLAND, MARYLAND 21502
greenwaystadiumfund@gmail.com

Invoice

To: Jeff Silka
City Administrator
Cumberland City Hall
57 North Liberty Street
Cumberland, MD 21502

Payable to: Greenway Avenue Stadium Capital Improvement Fund
701 White Avenue
Cumberland, MD 21502

Date: February 3, 2023

Amount: \$10,000

Purpose: Advertising at Greenway Avenue Stadium. Panel is approximately 7'10" by 2'10"

Term: The term of this Agreement is ten (10) years from the Effective Date on the signed MOU. February 2023 through February 2033

Payment is due upon receipt of invoice

ADVERTISING AGREEMENT

This Advertising Agreement (this “Agreement”) is made this ___ day of _____, 2023 (the “Effective Date”), between the Board of Education of Allegany County, having its principal office at 108 Washington Street, Cumberland, Maryland (“Board”) and The Mayor and City Council of Cumberland, A Maryland Municipal Corporation, having its principal office at 57 N. Liberty Street, Cumberland, Maryland 21502 (“Sponsor”).

RECITALS

A. Board has the exclusive right to market, sell, and control all advertising displayed at Greenway Avenue Stadium (the “Stadium”) located at 601 Greenway Avenue, Cumberland, Maryland.

B. Board has the exclusive right to grant licenses to parties, including Sponsor, to use marquees and venues or display materials at or on Board property including the Stadium.

C. Sponsor desires to purchase from Board the right to display certain advertising on the [sign] located at the Stadium for the purpose of promoting Sponsor’s products or services.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

SECTION ONE.

GRANT OF ADVERTISING AND PROMOTIONAL RIGHTS

Subject to the terms and conditions of this Agreement, Board grants and sells to Sponsor, and Sponsor purchases and accepts from Board, the right to use one (1) panel to display promotions or advertisements (“Advertisements”) on the Stadium scoreboard (See Exhibit A). The advertising panel is approximately 7’10” by 2’10”. The Sponsor shall provide the Board with its logo/proposed advertisement for approval, design and installation onto the panel. The Board is not responsible for any costs associated with the design of the Sponsor’s proposed logo. The costs associated with the preparation and installation of the logo/advertisement is included in the Advertising Fees set forth in Section Three. Should the Sponsor desire to change/modify its logo/advertisement, it shall be responsible for all costs associated with that change/modification.

**SECTION TWO.
TERM OF AGREEMENT**

The term of this Agreement (the “Term”) is ten (10) years from the Effective Date.

**SECTION THREE.
ADVERTISING FEES**

In consideration of the rights granted to Sponsor under Section One of this Agreement, Sponsor shall pay to the Board Ten Thousand Dollars (\$10,000.00) (the “Advertising Fee”). Payment is due within fifteen (15) business days of the Effective Date of this Agreement.

**SECTION FOUR.
NONEXCLUSIVITY**

Nothing in this Agreement may be construed to imply that Sponsor has the exclusive right to provide Board goods and services, advertise with, or sponsor Board or any Board event. During the term of this Agreement, Board reserves the right to offer additional available space on the scoreboard to other sponsors and advertisers and to use all available resources to procure other goods, services, advertisers and sponsors as deemed in the best interest of Board in Board’s sole discretion and doing so will not violate any rights of Sponsor.

**SECTION FIVE.
TERMINATION**

A. Termination for Convenience.

Board reserves the right to terminate this Agreement for any reason and without cause at any time during the Term and without penalty by providing sixty (60) days’ written notice to Sponsor. If Board determines, in its sole discretion, that the 60-day notice required by this paragraph A would pose a hardship or that immediate termination of this Agreement would be in the best interest of Board, Board may provide notice of immediate termination and this Agreement shall terminate upon notice. If Board desires to terminate this Agreement for convenience as set forth in this paragraph A, Board agrees to return a prorated portion of the Advertising Fees that have been paid.

B. Termination for Cause.

Either party may terminate this Agreement for cause at any time that the other party breaches any of its obligations under this Agreement. Notwithstanding the foregoing, a breach shall not be deemed to have occurred if either party is delayed or interrupted in fulfillment of its obligations as a result of a Force

Majeure as defined in SECTION EIGHT, paragraph A. In the event of breach, the non-breaching party shall have the option to immediately cease all performance under this Agreement. If such breach results from the failure by Sponsor to pay the Advertising Fees or any other monetary obligations of Sponsor under this Agreement by the dates when due under this Agreement, Board may exercise its right to terminate this Agreement, retain all Advertising Fees or other payments previously made by Sponsor, and pursue any and all remedies available in equity or at law.

**SECTION SIX.
ADVERTISING CONTENT**

The content of all Advertisements shall be subject to approval by Board and shall be consistent with all applicable Board policies, laws, and regulations. Sponsor shall not advertise products or services deemed by Board in its sole discretion to be offensive or inappropriate to a school environment, including but not limited to, alcohol, drug and tobacco products.

**SECTION SEVEN.
RETAINED RIGHTS TO INTELLECTUAL PROPERTY**

Sponsor's logo, trademark, service mark, composite mark, design work, and other creative content prepared by or for Sponsor that is displayed on or in Advertisements, and all trademark rights or copyrights in such Advertisements (collectively, "Sponsor Intellectual Property"), shall be and remain the sole and exclusive property of Sponsor. Throughout the Term of this Agreement, Sponsor grants Board a nonexclusive limited license to publish, distribute and display Sponsor Intellectual Property on or in Advertisements or on any other items or materials consistent with the terms and purposes of this Agreement.

**SECTION EIGHT.
FORCE MAJEURE**

A. Definition of "Force Majeure".

For purposes of this Agreement, "Force Majeure" shall mean and include any event beyond Board's reasonable control (including but not limited to fire; flood; explosions; weather events; damage by third parties, whether negligently or intentionally caused; work stoppages; picketing; lockouts or any other concerted action by any employees; acts of God or other casualties; the laws or actions of any governmental authority; or any other event or cause that is beyond the reasonable control of Board), as a result of which, at any time and from time to time during the Term, (1) the display of the Advertisements is suspended or prevented; or (2) any event, including a Board athletic event, is not held, is interrupted, or is suspended, at the Stadium.

B. Options in Event of Force Majeure.

If a Force Majeure occurs during the Term, Board shall have the option, upon written notice to Sponsor, (i) to extend the Term of this Agreement beyond its expiration to make up for lost exposure by Sponsor; (ii) to terminate this Agreement reimburse to Sponsor a reasonable pro rata amount of the Advertising Fees that had been paid by Sponsor, such an amount to be determined by Board, in its reasonable discretion, to compensate Sponsor for the value of the advertising and promotional rights lost prior to termination of the Agreement; or (iii) to provide to Sponsor advertising or promotional rights of substantially equivalent value, as reasonably determined by Board.

SECTION NINE. INDEMNIFICATION

Sponsor shall defend, indemnify, and hold Board and its present and future board members, officers, employees, agents and assigns, including, the Greenway Avenue Stadium Capital Improvement Fund (collectively, the “Board Indemnitees”) harmless from and against any and all losses, liabilities, damages, claims, demands, suits, and judgments (collectively, “Claims”), including, but not limited to, attorneys’ fees and the costs of any legal action, arising out of (i) the use of any trademark, service mark, logo, design, and other intellectual property right materials provided by Sponsor; (ii) the character, content, and subject matter of any Advertisements displayed by Sponsor; (iii) any act or omission of Sponsor related to or in connection with the rights, privileges, or obligations under this Agreement; and (iv) any breach of this Agreement by Sponsor and all costs incurred by Board or any Representatives (including but not limited to attorneys’ fees) as a result of any breach of this Agreement, the enforcement of this Agreement against Sponsor, or the collection from Sponsor of any amounts due under this Agreement. The indemnification obligation of Sponsor under this SECTION NINE shall survive expiration or earlier termination of this Agreement.

SECTION TEN. ASSIGNMENT; BINDING EFFECT

A. Assignment by Sponsor.

Sponsor shall not have the right or power to assign any of its rights or obligations under this Agreement to any other party without the prior written consent of Board in its sole discretion, which shall not be unreasonably withheld. In such circumstances, if the assignee want to change or modify the logo/advertisement, it shall be responsible for all costs associated therewith.

B. Assignment by Board.

Board may assign any of its rights or obligations under this Agreement without the prior written consent of Sponsor.

C. Binding Effect on Assigns

Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

**SECTION ELEVEN.
SOVEREIGN IMMUNITY**

Neither the execution of this Agreement nor the performance by Board of its obligations under this Agreement shall waive or relinquish, and Board shall not waive or relinquish, any governmental, sovereign immunity or defense from liability or prosecution available to Board, its trustees, officers, employees, or agents under federal or Maryland laws.

**SECTION TWELVE.
GOVERNING LAW**

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of Maryland, without regard to its choice or law or conflict of law provisions. Exclusive venue for any proceeding that may be instituted in connection with this Agreement and the parties' rights and liabilities under this Agreement shall be in a court of competent jurisdiction located in Allegany County, Maryland.

**SECTION THIRTEEN.
NOTICES**

All notices or other communications which are required or contemplated by this Agreement ("Notices") shall be in writing and mailed by certified or registered mail, addressed as provided below (unless a party changes its address through a written notice to the other party that complies with this Section Thirteen):

A. If to Board:

Allegany County Board of Education
108 Washington Street
Cumberland, MD 21502
Attention: Jeff Blank, Superintendent

B. If to Sponsor:

City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502
Attention: City Administrator

**SECTION FOURTEEN.
COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall be deemed to be one and the same instrument.

**SECTION FIFTEEN.
RELATIONSHIP OF PARTIES**

This Agreement does not create and shall not be construed by the parties or any third person as creating, any agency, partnership, joint venture, or employment relationship between the parties. The relationship of the parties under this Agreement shall be solely that of independent contractors. Each party shall be solely responsible for the conduct of its respective agents and employees in connection with that party's performance of this Agreement.

**SECTION SIXTEEN.
ENTIRE AGREEMENT**

This Agreement is the final, complete, and exclusive statement and expression of the agreement among the parties to this Agreement with relation to the subject matter of this Agreement and supersedes all prior communications with respect to such subject matter, it being understood that there are no oral representations, understandings, or agreements covering the same subject matter as this Agreement.

**SECTION SEVENTEEN.
INCORPORATION OF EXHIBITS**

Any and all Exhibits if referenced in this Agreement shall be attached to this Agreement, made a part of the Agreement, and incorporated into this Agreement by this reference.

**SECTION EIGHTEEN.
SEVERABILITY**

In case any provision of this Agreement shall be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement. The validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired by such invalidity, illegality or unenforceability.

The parties have executed this Agreement on the day and year first above written.

Allegheny County Board of Education

By: _____
Jeffrey Blank, Superintendent

The Mayor and City Council Cumberland

By: _____
Raymond M. Morris, Mayor