



Mayor and City Council of Cumberland

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

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

AGENDA

M&CC Regular Public Meeting
701 Kelly Road, Room 100, Cumberland MD 21502

DATE: April 16, 2024

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Proclamations

1. Proclaiming the month of April, 2024 as Fair Housing Month in Cumberland
2. Proclaiming the month of April, 2024 as Archaeology Month in Cumberland

Director's Reports

(A) Administrative Services

1. Administrative Services Monthly Report for March 2024

(B) Public Works

1. Maintenance Division Monthly Report for March 2024

(C) Fire

1. Fire Department Activity Monthly Report for March 2024

(D) Utilities - Flood, Water, Sewer

1. Utilities Division Water/Sewer/Flood Monthly Report for March 2024

Approval of Minutes

1. Approval of the Closed, Work, and Regular Session minutes of March 19, 2024, the Closed Session minutes of March 20, 2024 and the Work and Regular Session Minutes of April 2, 2024

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

New Business

(A) Orders (Consent Agenda)

1. Order 27,439 - 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 "Friday After Five" events on June 7, July 12, August 2 and September 13, 2024 beginning at 5:00 p.m. and ending at 12:00 midnight; notwithstanding, that open glass containers shall not be permitted
2. Order 27,440 - abating the Real Property taxes, interest and utilities on six properties (118 Winton Place, 31 Offutt Street, 310 Columbia Street, 414 Goethe Street, 308 Cumberland Street and 404 Furnace Street) being obtained through the tax sale foreclosure and donation process
3. Order 27,441 - authorizing the execution of a FY25 Arts and Entertainment Districts Operating Support Letter of Agreement for the period July 1, 2024 - June 30, 2025, to define the City's role as the Local Government Entity with regard to the Cumberland Arts & Entertainment District, and to approve estimated in-kind support of \$500 (Five Hundred Dollars)
4. Order 27,442 - declaring certain City-owned properties located at 305 Maryland Avenue, Broadway Lot B-6, Broadway Lot B-8 and Rear Greene Street to be surplus and authorizing them for sale
5. Order 27,443 - authorizing the execution of an agreement with SADA Systems, Inc., for one year of Virtru Encryption Services for Google Mail/Drive in the not to exceed amount of \$31,048.05
6. Order 27,444 - accepting the proposal from Long View Systems Corporation for the migration of the City's network to Cumberland's domain (city.cumberlandmd.gov) in the not to exceed amount of \$64,303
7. Order 27,445 - executing a donation agreement between the Mayor and City Council and Larry and Samantha Moon, for the donation of the parcel of real property at 208-210 Virginia Avenue and the improvements thereon, if any, to the City
8. Order 27,446 - authorizing Let's Beautify Cumberland to pursue the placement of a clock on property owned by the City of Cumberland at Hendershot Park, contingent upon the successful receipt of all necessary approvals and permits
9. Order 27,447 - authorizing Change Order No. 2 to the Rehabilitation of Bridge A-C-06 Baltimore Street over Wills Creek (City Project 9-18-BR) with an increase of \$20,345.27, bringing the total contract price to an amount not to exceed \$4,856,848.65
10. Order 27,448 - authorizing Change Order No. 1 to the MSC Fuel Tank Replacement Project (2023-14-PBLD) with an increase of \$5,000, bringing the total contract price to an amount not to exceed \$569,594

- [11.](#) Order 27,449 - authorizing Change Order No. 1 to the City Hall Building Elevator Modernization project with an increase of \$7,200, bringing the total contract price to an amount not to exceed \$220,836
- [12.](#) Order 27,450 - authorizing the City Administrator to execute Park Concession Leases of less than five (5) consecutive days or less than two (2) consecutive weekends

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Administrative Services Monthly Report for March 2024

Administrative Services Monthly Report for March, 2024

April 16, 2024

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 March, 2024.

Information Technology Department

March, 2024

Johnna Byers, Director

Statistics

224 new help desk requests
207 help desk requests resolved

Activities

Major department initiatives in the past month include:

- Assist with police mobile data terminal issues
- Continue to assist police with body cam project including fulfilling requests from State Attorney's Office
- Assist with Time and Attendance HR Project
- Assist police with new county CAD deployment
- Assist with department moves due to HVAC project
- Configure and deploy equipment to strengthen network security

Parks and Recreation

March, 2024

Ryan Mackey, Director

- Meetings attended:
 - Monthly Parks and Rec Advisory Board Meeting on 3/4/24
 - Special Events Committee on 3/5 and 3/19
 - Meeting with Local Eagle Scout Josh, on fixing up areas on Tennis Courts. 3/5
 - Youth Camp Advisory Meeting on 3/7
 - University of Maryland Extension 3/19
- Events:
 - Easter Egg Hunt 3/29
 - Preparation for Arbor Day on 4/22/23
 - Pavilion Rental Started
 - Field Usage Started
- Upcoming:
 - Arbor Day – 4/22/23
 - Parks and Rec Board Meeting 4/1/23

Community Development Report

March 2024

Kevin Thacker, Code Compliance Manager

CODE COMPLIANCE

Noted Activity:

118 Baltimore ST. - \$784,849.00 project approved for build out of 3rd floor to include 9 apartments.

121 N. Centre ST - \$75,000.00 Improvements to ADA bathroom and commercial kitchen installation.

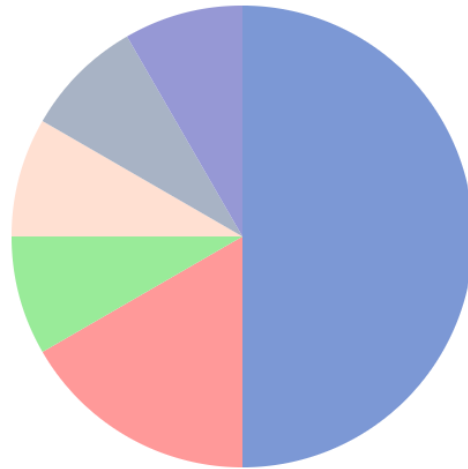
Code Enforcement Activity:

41 new cases received – 9 of those are still open

12 violations were found

15 cases have been resolved

Open Date From: 03/01/2024
 Open Date To: 03/31/2024



Violations by Violation Type			
■	Dwellings, yards and lots to be kept clean	6	50.0%
■	Licensing of rental dwelling units	2	16.7%
■	Registration of agents	1	8.3%
■	Burning of trash or rubbish; accumulations of garbage	1	8.3%
■	Cutting of weeds	1	8.3%
■	Duties of owner and operator	1	8.3%

Permits/Reviews & Rental Licenses:

47 Total Permits/Reviews were issued
 29 Rental Inspections were completed

Building

Residential.....4
 Commercial.....5

Miscellaneous

Residential.....5
 Commercial.....2

Occupancy

Residential 0
 Commercial 5

Signage

Commercial 2

Electrical

Residential.....6
 Commercial.....4

Plumbing

Residential.....2
 Commercial.....2

Utility

Residential 1
 Commercial 1

Demolition

Residential 1
 Commercial 0

Public ROW

.....2

Rental Licenses

Residential.....11

Rental Inspections

Passed 26
 Failed 3

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

(Type) Issued0

Certificates of Appropriateness

Issued..... 4

Request for Change/Amendment

Issued..... 0

Revenue from 'Issued' Permits/Reviews:

Building Permits	\$9,219.47
Miscellaneous Permits	108.00
Occupancy Permits	152.00
Sign Permits	42.50
Utility Permits.....	4,175.00
Plan reviews, Amendments & appeals.....	0.00
Zoning Classification Détermination (info request)	0.00
Municipal Infractions (citations).....	0.00
Certificates of appropriateness.....	0.00
Rental Licenses (new & renewals)	300.00
Paid Rental Inspection Requests	0.00
TOTAL	\$13,996.97

Demolition Bonds Collected.....\$1,500.00

Community Development Programs

March 2024

Lee Borrer, Senior Community Development Specialist

CDBG-CV- 3 projects remain open, estimated completion for all is December 2024. 86% expended to date.

CARES ACT CDBG Monthly Report	Amount Funded	Expended	Funds Remain
CV Broadband & Technology Accessibility	\$109,155.60	\$109,155.60	\$0.00
CV Family Crisis Resource Center COVID hotline/Hepa	\$84,544.00	\$84,544.00	\$0.00
CV3 AYEP Youth Center Rehabilitation SEE FUNDS ADDED	\$190,050.73	\$184,709.23	\$5,341.50
CV Constitution Park Improvements/Trails	\$14,153.74	\$0.00	\$14,153.74
CV Constitution Park Improvements/Playground	\$63,300.40	\$0.00	\$63,300.40
TOTAL CDBG CV BALANCE			\$82,795.64
B20MW24001 <u>Award (1st rd)</u>	\$476,251.00		
B20MW24001 <u>Award (3rd rd)</u>	\$119,910.00		

Post Feb 2024 CDBG

Updated draw 3/13/2024

\$596,161.00

% Balance 13.89%

CDBG Regular-4 years of grants open. 2020, 2021 and 2022 CDBG funds are expected to be expended by September 30, 2024, but latest date of December 2024. 2023 CDBG construction projects are underway in various stages of performance and most should be completed by December 2024 at the latest, but probably by October 30, 2024. The new 2024 Annual Action Plan Proposed Projects were published on March 28, 2024.

Community Development Block Grant (CDBG) Monthly Activity	March 2024 Report	Original Budget	Lifetime Funds Exp	Remaining Balance
Baltimore Street Redesign	2020	\$402,700.00	\$261,834.63	\$140,865.37
AYEPS Youth Center Facil Rehab	2020	\$4,753.75	\$2,048.89	\$2,704.86
2020 Grant Totals		\$407,453.75	\$263,883.52	\$143,570.23
(May 2 amend) incr. Long Term Prescript	2021	\$2,068.98	\$1,364.00	\$704.98
(May 2 amend) YMCA Trans Shelter 3 fl floor	2021	\$56,642.48	\$0.00	\$56,642.48
2021 Grant Totals		\$58,711.46	\$1,364.00	\$57,347.46
Balt Street Redesign	2022	\$188,384.50	\$0.00	\$188,384.50
AYEP Youth Center Rehab	2022	\$10,000.00	\$9,337.93	\$662.07
2022 Constitution Park Trail (Admin Feb 20 amend)	2022	\$9,246.89	\$0.00	\$9,246.89
Admin	2022	\$98,452.85	\$98,452.85	\$0.00
Ind Cost	2022	\$11,184.60	\$11,184.60	\$0.00
FH	2022	\$11,115.66	\$11,115.66	\$0.00
Gilchrist Security for Transi Housing	2022	\$30,820.00	\$29,614.00	\$1,206.00
2022 Grant Totals	2022	\$359,204.50	\$159,705.04	\$199,499.46
JFV (formerly gazebo/bb ct) (Feb 20 amend)	2023	\$0.00	\$0.00	\$0.00
AYEPS Youth Center Facil Rehab	2023	\$20,000.00	\$0.00	\$20,000.00
Admin	2023	\$117,000.00	\$33,551.94	\$83,448.06
Ind Cost	2023	\$12,000.00	\$2,835.50	\$9,164.50
FH	2023	\$11,000.00	\$2,564.83	\$8,435.17
YMCA Gil Trans Shelter Ext Elect/Safe/Cam	2023	\$124,935.00	\$0.00	\$124,935.00
FAI ALU Roof	2023	\$18,026.00	\$0.00	\$18,026.00
FAI Water Tank Imps	2023	\$60,000.00	\$0.00	\$60,000.00
FAI Gen Installation LEC	2023	\$18,000.00	\$0.00	\$18,000.00
Assoc Char Short Term	2023	\$11,435.00	\$1,798.00	\$9,637.00
PHA JFV Sidewalk Imps (Feb 20 amend)	2023	\$71,126.00	\$0.00	\$71,126.00
FCRC Domestic Violence IPV classes	2023	\$20,500.00	\$6,455.12	\$14,044.88
Targ City Foot/Bike Patrols	2023	\$4,960.00	\$3,380.77	\$1,579.23
YMCA Food Trans Shelter	2023	\$8,000.00	\$2,759.22	\$5,240.78
Constitution Park Trails	2023	\$303,000.00	\$55,146.53	\$247,853.47
2023 Grant Totals		\$799,982.00		\$691,490.09
			Total All Yrs	\$1,091,907.24
February 2024 CDBG Report	3/13/24			
Balances:	Year	IDIS grant rgt		
\$143,570.23	2020			
\$57,347.46	2021			
\$199,499.46	2022			
\$55.04	2022 PI			
\$691,490.09	2023			
\$82,795.64	2020 cv	*change each month		
\$200,917.69	OLD 20 21			
\$1,174,757.92	Total All	20,21,22,23, PI, CV		

Historic Planning/Preservation

March 2024

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)

- Supported March HPC Meeting scheduled for March 13th, 2024.
- Reviewed and administered Certificate of Appropriateness permits/administrative approval.
- Consulted with building owners on projects requiring COA permits.

Meetings & Events

Attended

- Worked on plans for 67-69 Baltimore Ave.
- 2024 CDBG Annual Action Plan Project Review Committee
- Various city and dept. staff meetings
- Mtg. on infill development
- Mtg. with Community Action
- Attainable Housing Mtg.
- Mtg. w/ ACC Lifelong Learning
- Mtg. on proposed River Park
- Wills Creek Museum Board Meeting
- Field trip to the City of Frederick

Grants, Tax Credits and Section 106 reviews

Administered/managed funding/grants for:

- Cumberland Wayfinding Plan
- Residential Accessibility Improvement Program
- Roof Replacement Program
- Choose Cumberland Relocation Package
- Mid-town Façade Grant
- Conducted Section 106 Reviews (as needed) for various projects.
- Worked on revitalization grant projects for FY2025

Answered questions (as needed) regarding tax incentives from both current and potential building owners.

Comptroller's Office
 Financial Activity Report
 March 2024
 Mark Gandolfi, City Comptroller

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of March 2024.

On March 1, 2024, the City had a cash balance of \$9.9 million (\$8.3 million invested in a value money market program and \$1.6 million participating in a sweep program at First United Bank). Receipts exceeded disbursements by \$24 thousand resulting in a cash balance of \$9.9 million at March 31, 2024 (\$8.3 million invested in a value money market program and \$1.6 million participating in a sweep program at First United Bank).

As of March 31st, the significant tax receivable balances are reflected in the table below.

Taxes receivable (General Fund)						\$ 2,302,087
	Beg Balance	New Billings	Adjustments/ Abatements	Collections	Bad Debt	Ending Balance
FY 2024	\$ 2,604,031	\$ 66,749	\$ (1,377)	1,272,925	\$ -	\$ 1,396,478
FY 2023	611,233	-	(4,466)	40,862	-	565,905
FY 2022	240,551	-	(6,844)	31,321	-	202,386
FY 2021	40,870	-	(7,102)	-	-	33,768
FY 2020	55,192	-	(11,620)	413	-	43,159
FY 2019	24,325	-	(13,384)	-	-	10,941
FY 2018	34,505	-	(20,261)	3,296	-	10,948
FY 2017	13,959	-	(4,749)	-	-	9,210
FY 2016	11,236	-	(2,957)	-	-	8,279
FY 2015	10,844	-	(2,209)	1,655	-	6,980
FY 2014	7,132	-	(763)	1,325	-	5,044
FY 2013	2,980	-	(736)	-	-	2,244
FY 2012	2,538	-	(796)	-	-	1,742
Prior FY's	5,665	-	(662)	-	-	5,003
	<u>\$ 2,149,431</u>	<u>\$ 66,749</u>	<u>\$ (77,926)</u>	<u>\$ 1,351,797</u>	<u>\$ -</u>	<u>\$ 2,302,087</u>

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

Real property (non-owner occupied)	\$751,373
Personal Property	268,140
Real Property (semiannual payments)	366,836
Real Property (Half Year)	<u>10,129.00</u>
	<u>\$1,396,478</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		
March 31, 2024		
	Cash	Investments
Beginning Balance	\$ 9,878,095	\$ 30,142,585
Add:		
Cash Receipts	5,346,781	128,754
Investment Transfer	-	-
Less:		
Disbursements	5,323,291	-
Investment Transfer	-	-
Ending Balance	\$ 9,901,585	\$ 30,271,339
Restricted	\$ 1,898,717	\$ 7,063,415

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

Restricted Cash					
	3/1/2024	Increase	Utilization	3/31/2024	
Police Seizures	\$ 75,408	\$ -	\$ -	\$	75,408
Bowers Trust	47,898	205	-	-	48,103
Mason Sports Complex Donation	5,000	-	-	-	5,000
National Opioid Settlement	44,740	4,265	-	-	49,005
GOB 21	215,939	922	14,657	-	202,204
Capital Projects	1,402,391	5,979	-	-	1,408,370
Demolition & Fiscal Agent Bonds	110,402	225	-	-	110,627
	\$ 1,901,778	\$ 11,596	\$ 14,657	\$	1,898,717

Restricted Investments					
	3/1/2024	Increase	Utilization	3/31/2024	
DDC	\$ 2,871	\$ 12	\$ -	\$	2,883
ARPA	7,284,210	31,115	254,793	\$	7,060,532
	\$ 7,287,081	\$ 31,127	\$ 254,793	\$	7,063,415

Increases to GOB21, ARPA, Capital Projects, Bowers Trust and DDC are interest earnings.

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

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

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

National Opioid Settlement is for opioid intervention in Cumberland.

Capital Projects and Associated Debt:

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

Available Bond Proceeds					
	3/1/2024	Increase	Utilization	3/31/2024	
CDA 2021	2,951,474	-	25,384	2,926,090	
CDA 2023	1,647,050	-	24,076	1,622,974	
GOB 21	215,938	-	13,735	202,203	
	\$ 4,814,462	\$ -	\$ 63,196	\$ 4,751,267	

CSO Projects					
	3/1/2024	Increase	Utilization	3/31/2024	
Evitts Creek Phase 3 Debt	\$ 2,297,851	\$ -	\$ -	\$ 2,297,851	
Evitts Creek Phase 3 Grant	5,418,560	-	-	5,418,560	
Evitts Creek Phase 4 Debt	3,550,900	-	-	3,550,900	
Grit Removal and UV Disinfection	4,445,000	-	-	4,445,000	
78" Pipeline Debt	19,941,232	-	-	19,941,232	
78" Pipeline Grant	46,338,060	-	-	46,338,060	
	\$ 81,991,603	\$ -	\$ -	\$ 81,991,603	

CDA 2021 \$25K utilization includes \$17K toward cross connections and \$8K toward hydrant and valve replacements. CDA 2023 \$24K utilization includes \$17K for WWTP control room HVAC replacement, and \$7K toward a filter building design. GOB21 \$14K utilization includes \$1K toward the Baltimore Street bridge, \$8K for police department equipment and \$6K for WWTP control room HVAC replacement; reduced by \$1K interest earned.

Remaining CDA 2021 funds are primarily allocated to Baltimore Street redevelopment (\$1.3M), fuel pump station (\$478K), City Hall elevator modifications (\$156K), cross connections/hydrants valves (\$82K), 5-ton dump truck (\$196K), Marion Street bridge (\$100K), Baltimore Street bridge (\$168K) and Decatur Street lighting (\$140K). Remaining GOB21 funds are primarily allocated to the Baltimore Street bridge (127K) and Cole Street valve equipment (\$50K). Remaining CDA 2023 funds consist primarily of an ambulance (\$385K), 5-ton dump truck (\$190K), water filtration building design (\$492K), cross connections (\$72K), anaerobic digester (\$75K) and WWTP roof replacements (\$61K).

The following four projects are major upgrades to the combined sewer collection system. Evitts Creek Phase 3 is in the engineering phase with 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 being forgivable. Phase 3 is on hold pending CSX granting site access. 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 being forgivable. A WWTP grit removal and UV disinfection project is in the planning phase with necessary funding in place. This 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 being forgivable. The 78" pipeline project is pending Army Corp of Engineers approval and private property easement and is anticipated to begin construction during FY25 or FY26. The total estimated project cost is \$67 million and is substantially funded with \$46.3 million in grants and \$20.0 million in loan with \$3.0 million being forgivable.

COVID-19:

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

- Support public health expenditures

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

As of March 31, 2024, the City utilized \$13.2 million of the \$19.6 million ARPA award and is on track to obligate all funds by December 31, 2024 and fully expend all funds by December 31, 2026. Remaining projects include park improvements, assistance to small businesses, residential property improvements and demolition, South End and Industrial Boulevard water main replacements, 4" to 6" water line replacements and City Hall HVAC replacement.

Available Funding (*as of March 31, 2024*):

Purpose	Awarded	Allocation				
		Budgeted	Allocated Interest Earned	Utilized Interest Earned	Utilized ARPA Budget	Remaining
American Rescue Plan Act (ARPA)	\$19,595,850					
Premium Pay		\$ 833,952			\$ 833,952	\$ -
Revenue Loss		\$10,000,000			\$ 10,000,000	\$ -
Respond to the health emergency						
Community Programs						
Amphitheatre and Pavilion 1&2		\$ 174,350	\$ 1,824	\$ 1,824	\$ 174,350	\$ -
Pool Area		\$ 71,250	\$ 73,228	\$ 73,228	\$ 71,250	\$ -
Union Rescue Mission		\$ 749,000			\$ 749,000	\$ -
YMCA Bus Replacement		\$ 216,000			\$ 216,000	\$ -
Duck Pond Remediation		\$ 16,844	\$ 12,426	\$ 12,426	\$ 16,844	\$ -
City of Cumberland Park Signage		\$ -	\$ 69,676	\$ 69,676	\$ -	\$ -
Promoting the Community		\$ 32,386			\$ 32,386	\$ -
Janes Place for Abused Children		\$ 40,777			\$ 40,777	\$ -
DDC Assistance to Small Businesses		\$ 183,500			\$ 106,471	\$ 77,029
Community Development Property Improvement		\$ 264,960			\$ 191,188	\$ 73,772
Affordable Housing Assistance		\$ 390,516			\$ 197,589	\$ 192,927
Demolition Assistance		\$ 20,000			\$ 20,000	\$ -
Skate Park - Mason Rec Complex		\$ -	\$ 325,000	\$ 2,400	\$ -	\$ 322,600
Park General Infrastructure		\$ -	\$ 78,164	\$ -	\$ -	\$ 78,164
Constitution Park Trail		\$ -	\$ 71,836	\$ -	\$ -	\$ 71,836
PPE						
General		\$ 29,269			\$ 29,269	\$ -
Facilities and Equipment		\$ 22,216			\$ 22,216	\$ -
Prisoner Processing Improvements		\$ 62,099			\$ 62,099	\$ -
HVAC Improvement at City Hall		\$ 1,415,278	\$ 104,754		\$ 84,003	\$ 1,436,029
Infrastructure Investments						
South End & Industrial Blvd Water Mains		\$ 4,894,228			\$ 224,704	\$ 4,669,524
Replace 4" Water Lines with 6" (City-Wide)		\$ 179,224			\$ 105,037	\$ 74,187
Unallocated Interest Earned						\$ 64,463
Total:	\$19,595,850	\$19,595,850	\$ 736,907	\$159,553	\$ 13,177,135	\$ 7,060,532

Respectfully submitted,

Jeffrey F. Silka
City Administrator

sln

File Attachments for Item:

. Maintenance Division Monthly Report for March 2024

**MAINTENANCE DIVISION REPORT
MARCH 2024**

Street Maintenance Report

Fleet Maintenance Report

Central Services Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
MARCH 2024**

- Potholes and Citizen Reports
 - 41 Service Requests Completed
 - 35 Streets and 9 Alleys Repaired
- Street Maintenance and Utility Work
 - 79.5 Yards of Concrete Utilized
 - 7 Water Utility Repairs
 - Progress continues on Queen City Drive
- Tree Removal and Pruning
 - 19 hazard trees were removed
 - 26 trees were trimmed
 - Tree Complaints and Tree Issues
 - Resolved and/or addressed 43 tree complaints and tree issues
 - Other Work
 - Shade Tree Meeting
 - Provided Support to LBC for Brush Removal
 - Tree City USA & Growth Award were both approved
 - Attended meeting with Women's Civic Club to partner on Tree Grant Programs
- Street Cleaning Operations
 - 27 Loads Collected
 - 50.5 Tons of Debris to Landfill
 - 259 Miles of Streets Swept
- Sign Work
 - 26 Traffic Control Sign Repaired / Installed
 - 15 Street Name Signs Repaired / Installed
 - 3 Handicap Signs Repaired / Replaced
 - 5 Handicap Signs Removed / Installed
- Miscellaneous
 - Baltimore Street Underpass Cleaned 4x
 - 2 Events for Traffic Control
 - Began Road Side Brush Control on West Side
 - Began Opening of Fields and Prep Work for P&R
 - Street Sweeper is down For Maintenance
 - No Current ETA on Return to Service
 - We are capable of utilizing other equipment to perform this task, where critical

**FLEET MAINTENANCE
MONTHLY REPORT
MARCH 2024**

DEPARTMENT	REPAIRS
Central Services	0
Community Development	1
DDC	0
Engineering	2
Fire	15
Fleet Maintenance	2
Flood	1
MPA	0
P & R Maintenance	7
Police	19
Public Works	1
Sewer	12
Snow Removal	12
Street Maintenance	32
Water Distribution	18
WFP	0
WWTP	0
In House Fleet Maintenance Projects	12
Scheduled Preventative Maintenance	28
Field Service Calls	7
Total Fleet Maintenance Projects	169
Total Repair Orders Submitted	9
Fleet Maintenance Risk Management Claims	0

**CENTRAL SERVICES
MONTHLY REPORT
MARCH 2024**

- **City Hall**: Discussed HVAC project staffing accommodations. Helped CD move to the temporary location on N. Mechanic St. until the HVAC project is finished. Moved office future from the Finance Department. Working on replacing all the carpet and cove base in the Finance Department. Look at temporary A/C for when the HVAC is demoed. Replaced the weather stripping on the outside door at the top of the steps on both sides
- **Municipal Service Center**: Got rid of the last of the light poles from Downtown. Cleaned up the area where the new fuel storage tanks are being installed. Replaced the door off of the lobby to the police department with a steel door.
- **Public Safety Building**: Repaired the drywall in the processing room at the Police station from holes kicked in it. Got the new fire alarm system in the 2nd floor IT room tied into the building fire alarm system. Started on installing rubber floor tiles on the wall in the processing room to keep the prisoners from injuring themselves while sitting on the bench.
- **Fire Stations #2**: Maintenance on the garage door. Checked the boiler and oiled the circulating pumps.
- **Downtown Area & Mall**: Picked up the last of the benches for Downtown area. Worked the Hooley Pub Crawl. Checked on and boarded up a window at the Carver Center to stop people from entering.
- **Parks**: Replaced the flag pole lights at the Mayors Monument at the Constitution Park. Removed the two motors and pump to take to the motor shop to be repaired. Replaced the sinks, toilets and lights in the lower bathrooms at Mason Complex. Repaired busted water lines at Cavanaugh bathroom building.
- **Traffic and Street Lights**: Reported 30 street lights for the power company to repair. Reset the traffic lights in flash at Maryland Ave. and Williams St intersection. Replaced burned out lights at the intersection of Bridge St and Greene St. Had a video meeting with Potomac Edison on replacing all the street lights in the City of Cumberland. Ordered the new cabinet and equipment for the Queen City Dr. and Harrison St intersection.
- Load tested generators. March 28, 2024
- Monthly Safety Meeting – March 15, 2024
- PM's on all the pumps and motors at PSB, City Hall and MSC

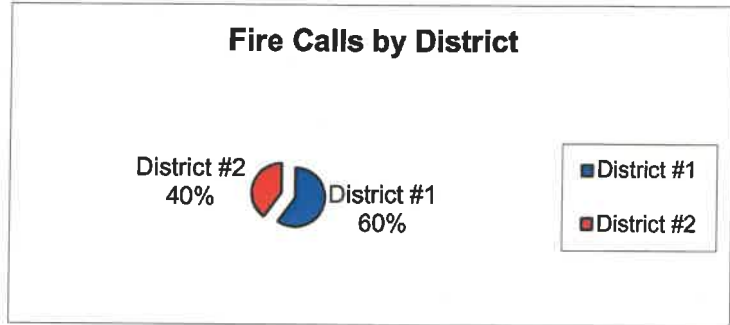
File Attachments for Item:

. Fire Department Activity Monthly Report for March 2024

REPORT OF THE FIRE CHIEF FOR THE MONTH OF MARCH, 2024
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 150 Fire Alarms:

Responses by District:	
District #1	87
District #2	58
Out of City	5
	<hr/> 150



Number of Alarms:	
First Alarms Answered	150

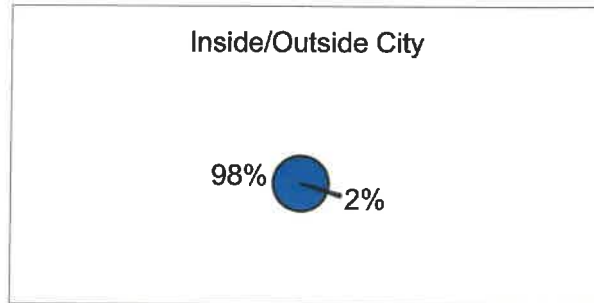
Calls Listed Below:	
Property Use:	
Public Assembly	5
Educational	0
Institutional	11
Residential	83
Mercantile, Business	8
Manufacturing	1
Industrial/Utility	1
Storage	1
Special Properties	40
	<hr/> 150

Type of Situation:	
Fire	10
Overpressure, Rupture	2
Rescue Calls	83
Hazardous Conditions	12
Service Calls	7
Good Intent Calls	23
Severe Weather	0
False Calls	13
	<hr/> 150

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in March:	\$700.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	\$13,030.00
Fire Service Fees for Fire Calls Paid In March:	\$589.99
FY2024 Fire Service Fees Paid in FY2024:	\$1,510.00
Total Fire Service Fees Paid in FY2024:	\$3,170.00
Fire Service Fees for Inspections and Permits Billed in March:	\$50.00
Fire Service Fees for Inspections and Permits Paid in March:	\$50.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$2,350.00

Cumberland Fire Department Responded to 490 Emergency Medical Calls:

In City Calls	482
Out of City Calls	<u>8</u>
Total	490



Cumberland Fire Department Provided 2 Paramedic Assist Calls:

1 Paramedic Assist Calls within Allegany County	
1 Paramedic Assist Calls outside of Allegany County	
	<u>2</u>

Ridgeley VFD, WV	<u>1</u>
	1

Cresaptown VFD	<u>1</u>
	1

Cumberland Fire Department Provided 6 Mutual Aid Calls:

3 Mutual Aid Calls within Allegany County	
3 Mutual Aid Calls outside of Allegany County	
	<u>6</u>

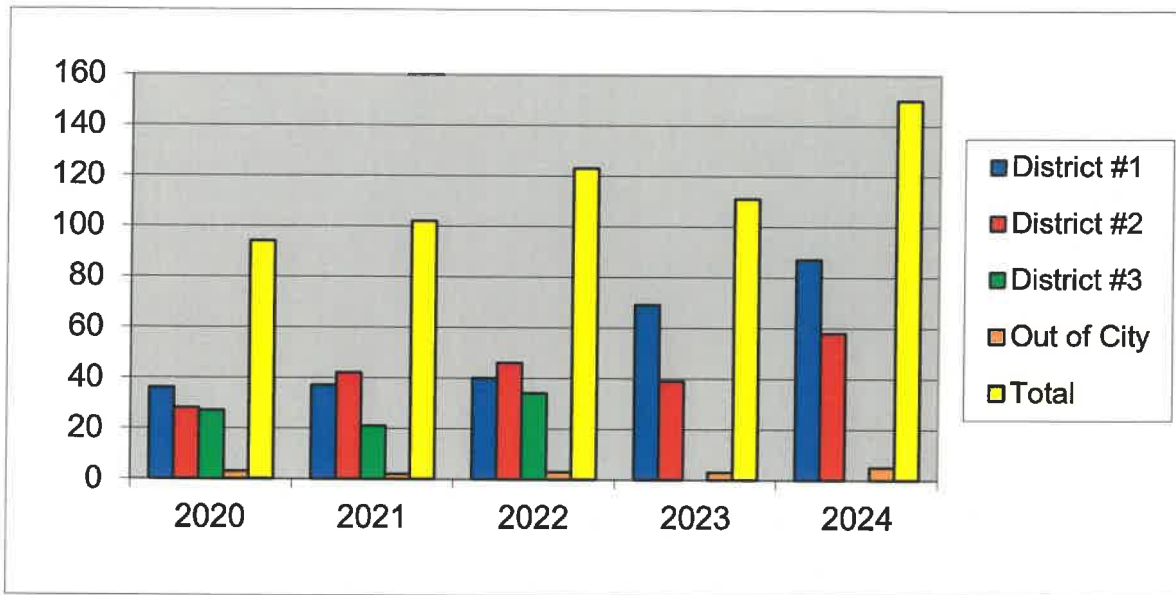
Bowman's Addition VFD	2
Cresaptown VFD	<u>1</u>
	3

Ridgeley VFD, WV	<u>3</u>
	3

Total Ambulance Fees Billed by Medical Claim-Aid for March:	\$153,399.00
Ambulance Fees Billed Fiscal Year to Date:	\$1,478,289.89
Ambulance Fees Paid:	
Revenue Received in March:	\$109,007.37
FY2024 Ambulance Fees Paid in FY2024:	\$885,617.40
Total Ambulance Fees Paid in FY2024:	\$1,101,632.95
(All Ambulance Fees, current and previous fiscal years, Paid in FY2024.)	

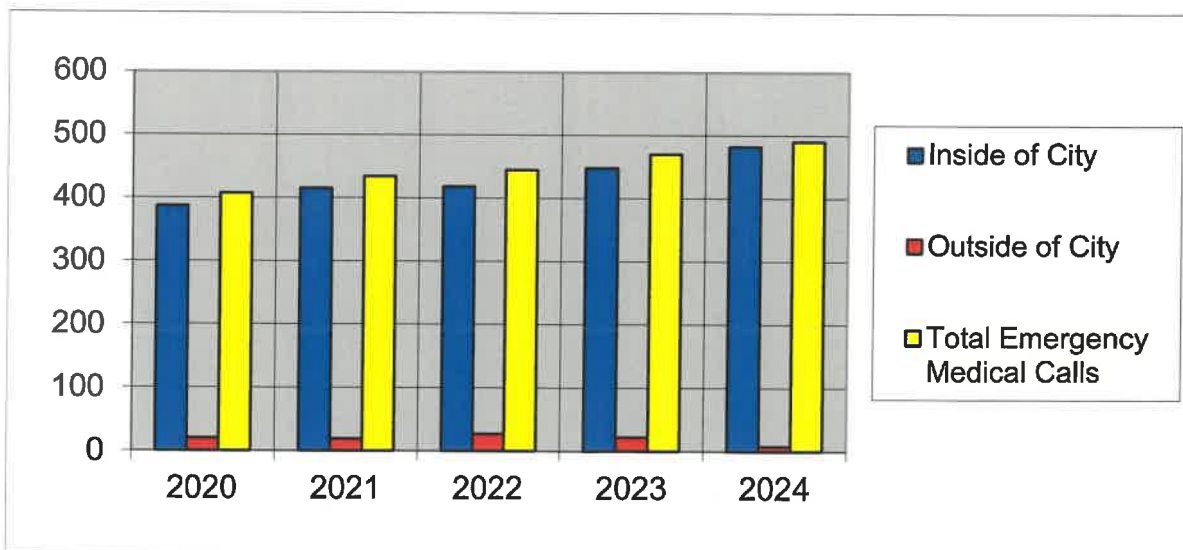
Fire Calls in the Month of March for a Five-Year Period

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
District #1	36	37	40	69	87
District #2	28	42	46	39	58
District #3	27	21	34	0	0
Out of City	<u>3</u>	<u>2</u>	<u>3</u>	<u>3</u>	<u>5</u>
Total	94	102	123	111	150



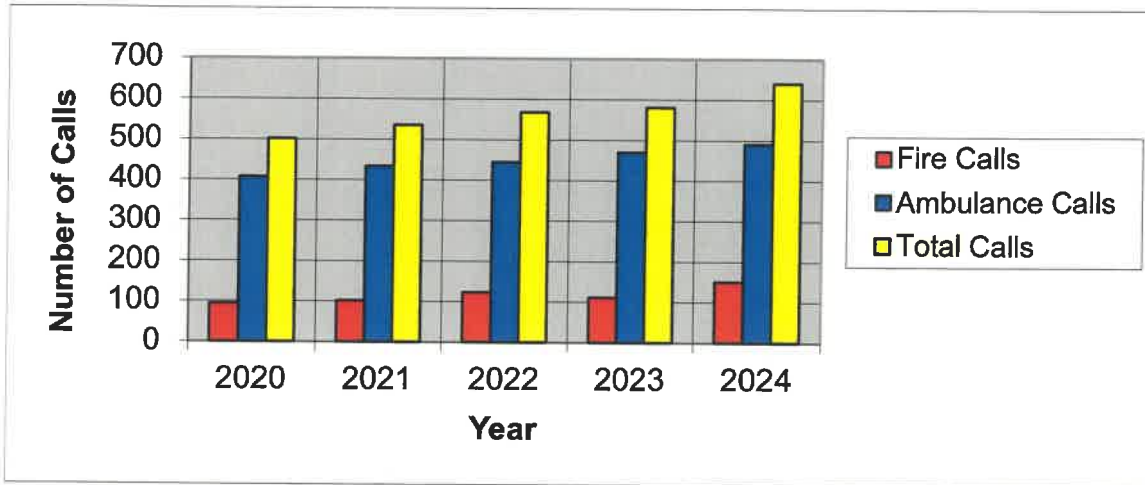
Ambulance Calls in the Month of March for a Five-Year Period

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Inside of City	387	415	418	448	482
Outside of City	<u>20</u>	<u>19</u>	<u>27</u>	<u>22</u>	<u>8</u>
Total Emergency Medical Calls	407	434	445	470	490



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

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Fire Calls	94	102	123	111	150
Ambulance Calls	407	434	445	470	490
Total Calls	501	536	568	581	640



Training:

Departmental Training: 818.5 man hours, 354 course hours

- May Day/Rapid Intervention
- Driver Training
- High Angle Rescue
- Basic Fireground Tactics
- CFD Engine #1 Operations
- Radio Transmission
- Pump Training
- VEIS Training
- 12-Lead ECG Refresher
- Hydrant and Hose Evolutions
- CFD Truck #1 Operations
- Documentation Training
- CERT Team
- Paramedic Training

Fire Prevention Bureau:

Investigations Conducted:	1
Inspections Performed:	14
Conferences Held:	15
Complaints Received:	6
Correspondence Written:	77
Plans Reviewed:	11
Public Education:	3
Burning Permits:	9

Personnel: Nothing to report.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. Utilities Division Water/Sewer/Flood Monthly Report for March 2024

Utilities Division Activity Report for March 24 WATER

REQUEST	W/E 3/8/24	W/E 3/15/24	W/E 3/22/24	W/E 3/29/24	MONTHLY TOTALS
Service Technicians					
NON READS	19	43	49	51	162
FINAL READS & DEMOS	7	1			8
LEAK INVESTIGATIONS/turn off-on	10	4	5	13	32
METER/STOP INVESTIGATIONS	16	15	20	12	63
REPAIR WIRING/GET READING			2	1	3
ORANGE TAG FOR REPAIRS			10	8	18
RED/PINK TAG FOR SHUT OFF					0
RECONNECTS/TURN ONS	37	35	50	24	146
NONPMT/BAD CK/AGREEMENT SHUT OFFS	30	30	43	18	121
SUSPENDED ACCTS - RECHECKS					0
REPLACE/REPAIR METER/LID/VALVE					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCKS	1	3	1	1	6
NEW METER - Residential	5	1	8	3	17
METER FIELD TESTS - Residential					0
METER TESTS - Industrial					0
NEW METER - Industrial		1	2		3
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER/DIRTY WATER	1				1
MOVE METERS OUTSIDE	3	2	6	2	13
SP Change Outs/Repairs/Reactivates/Move	8	3	22	4	37
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS-LEAKS/METERS & LINES					0
CCP - BACKFLOW/RETRO	3	2	6	2	13
HYDRANT/IRRIGATION METER					0
Total					643
Pipe Technicians					
LINE LOCATOR	97	112	101	65	375
TAPS SERVICED	3	5	5		13
LEAKS REPAIRED	1	1	1	2	5
ABANDONED SERVICES 403-421 MD AVE	4				4
LEAK INVESTIGATION - GEPHART DR	4				4
LEAK INVESTIGATION - WWTP	2				2
800 FREDERICK ST - REPLACED VALVE BOX	4				4
REPLACED YARD HYD - WAREHOUSE	3				3
LEAK INVESTIGATION - MASON RD	6				6
MASON BALLFIELD - REPLACED LINE	4				4
CANAL ST - TESTED PIT WATER MAIN	4				4
LEAK INVESTIGATION - POTOMAC @ ELLA		2			2
PUT FENCE BACK UP ON GEPHART		4			4
CUT OFF HYDRANT - AVONDALE/FAYETTE		4			4
PATTERSON - LOOKED @ VALVES		2			2
BALLFIELD - CLEANED UP SPOILS		4			4
GOETHE ST - REPLACED VALVE		4			4
REPLACED VALVE - PATTERSON AVE		4			4
LEAK INVEST/HUMBIRD & UNION/S CTR		3			3
VAC OUT GAS LINE FOR NEW WATER TAP			4		4
HELPED 329 REPLACE 2" METER			4		4
LOCATED MAIN FOR TAP/1207 SHADES LN			4		4
RAN NOTICES FOR TAP - SHADES LN			3		3
512 KELLY RD-COULDNT FIND MAIN FOR TAP			4		4
REPAIRED HYD @ CAVANAUGH			4		4
765 FAYETTE - REPAIRED HYD			4		4
LEAK INVESTIGATION - OFFUTT ST			4		4
BALT ST - SAW CUT FOR MAIN LINE JOB			4		4
TROST - HYD LEAKING/SHUT OFF VALVE			2		2
BOOTH TOWERS - 4" METER CHANGE OUT			4		4
FOUND & CLEANED 12" VALVE			3		3
HAILED SPOILS			3		3
BACKFILLED BEALL ST			3		3
INDUSTRIAL BLVD - AIR VALVE				4	4
BALT ST - MAIN LINE JOB			11	12	23

REPAIRED HYD BEHIND YMCA			4		4
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Watershed

Hauled mini to Frederick St for 304 crew					
Backfilled Frederick St					
Leak investigation - Gephart Dr					
Picked up hydrant at county office for warehouse					
Removed trash - Evitt's Creek Rd					
Trimmed trees on Harrow Ln gate 7-1					
Installed culverts - Bedford Rd main line					
Line locates - Smousesmill Rd/Hazen Rd/Beallsmill Rd					
Pea Vine Run Rd - dug shale out of pit and hauled to cover culvert on 36" main line (several days)					
Investigated leak - Fleetwood Dr					
Removed downed trees - Lake Gordon Rd & Evitts Creek Dr (several days)					
Took material to 304 crew @ Mason compleex					
Took 382 to Oster's for DOT inspection					
Graded shale on Bedford Rd main line (several days)					
Picked up trash in parking area - Lake Koon					
Hauled shale to fire road 11-1 to fix entrance					
Hauled excator from Pea Vine Run Rd to garage @ dam					
Cleaned & greased 392					
Hauled excavator from dam to Mullen St for sewer dept					
Cut trees off fire road to the right of gate 8-1					
Removed downed trees & pushed stumps @ gate 8-1					
Removed trees from emergency access rd @ dam					
Hauled in post hole digger from dam to warehouse for street dept					
Hauled 392 from Mullen St to Lake Gordon Rd					
Removed trees & brush at field @ out fall #1					
Line locates - Eastman Rd					
Changed bucket on excavator					
Greased 392/Cleaned excavator & 382					
Hauled excavator to Balt St					
GRAND TOTAL					1175

Sanitary Sewer Department Monthly Report



March 2024

Calls Answered:	14
Service Lines Opened:	9
Owner's Trouble:	6
Line Locates/ Mains	137
Flushed Mains	1790'
Mains Repaired/ Replaced	3
Sewer Taps Installed	(1) 1209 Shades
Cleaned Catch Basins	4
Cleanouts Installed	0
Televised Sewer Mains	3400'
Televised Sewer Lines	21 service Lines
Call Outs/ Overtime	10 call outs 14 Hrs
Weekly Check of Overflows, pits, etc....	14

Jeffrie Harden
Supervisor

Water Usage:

Flush Truck	608	4,200	Gals.
March. 2024 *Vac-con In SilverSpring for Repairs	605	0	Gals.

Work Performed and House Calls

1209 Shades Lane Tap installed

468 Fort Ave Lateral Line repair (Roots)

114 Mullen St Man hole Riser Installed New Lid and Ring

Gay St. Repaired Strke plate on Drain Basin

National Hwy New drain basin Installed/Retainer wall built

Wills Creek Ave Grates removed creating blockage excessive rainfall

321 Blackiston -House call Basement flooded Excessive rainfall (no sump pump)					
702 Gephart -House call Sink hole in Backyard(No Issue w City Sewer)					
11 Pennsylvania -House call Lateral line broke at house(No issue w City Sewer)					
139 Humbird -House call Downspout issues Water seeping into basmnt(No Issue w City Sewr)					
828 Buckingham-Housecall Roots in lateral CCTV & High velocity H2O					
907 Virginia Lateral line had Roots (cut roots out thru Clean out)					
801 Hick Sewer Main repair 10' replaced					
Vactor Truck callouts: 0					
High Velocity 11 Sites Sewer Dept.					
Hydro 0 Sites Water Dept.					
CCTV Camera Truck Callouts:					
404 N Center St. Blocked Lateral line Dig up required					
215 Bowen Camera and Located Storm drain(Fuel Island)					
828 Buckingham Lateral Line inspection					
529 Dilley Unable to camera lateral No cleanouts					
208 Schrey Unable to Camera lateral No Cleanout					
519 N Mechanic Sewer Smell in Building CCTV (found no city issue)					
543 N Mechanic Sewer back up Basement/Lateral clogged					
302 Cumberland Lateral line backed up, Unclogged w Flush trk					
49 Sommerville Ave Flooded basement lateral clogged(Snaked thru Clean out)					
810 Kent Ave camera lateral (Homeownwer Needed plumber)					
101 N Johnson Camera Found that NPL had broke Broke Lateral lir					
1807 Holland Clogged Lateral Line used Flush truck to open					
213 Saratioga Clogged Lateral Line used Flush truck to open					
801 Hicks upon repair of 8Inch Sewer main					
37 Weber (schedule for Install of Clean out program)					
915 Seton Dr.(No City issues Sewer Main & Lateral opened)					
3/4/2024 CSO Building Washed down.					
3/6/2024 CSO manhole riser Installed Elizabeth St.					
3/11/2024 CSO Valley and Mechanic Inspectetion as Per Alvin Boggs Request					
3/12/2024 CSO Valley Inspection					
3/18/2024 Inspection of origins Contaminates in E-11 outfall					
3/25/2024 CSO Building wash down					
3/27/2024 215 Bowen Drain Basin Inspection/Cleaning					

March 2024 Monthly Reort

Flood Maintenance

Test Run Pumps and Gates

Run Gate Operators

Check Sewage Regulators

Safety Meeting

Run Green St Pump

Cleaned debri Big bull pin

Weekly Check of overflows

Viaduct, BullPin Mill Race

Pre & Post Storm Inspections

Wash Down CSO flumme

Sample collectionE-11 Out fall

Cleaned and Maintenance of Mowers/Trimmers

File Attachments for Item:

1. Approval of the Closed, Work, and Regular Session minutes of March 19, 2024, the Closed Session minutes of March 20, 2024 and the Work and Regular Session Minutes of April 2, 2024

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, March 19, 2024; 4:00 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b)(1 and (7) of the General Provisions Article of the Annotated Code of Maryland to discuss the assignment, reassignment and performance of particular employees, the changes to the Code and Charter that could be necessary to effect the assignment and reassignment of those employees, and to obtain the advice of the City Solicitor regarding those and related matters, as well as matters related to the development of parcels on the former Memorial Hospital site.

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

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



Mayor and City Council of Cumberland

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

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

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, March 19, 2024, p.m.

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor; Chuck Ternent, Chief of Police; Shannon Adams, Fire Chief

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

I. MEETING AGENDA PACKET REFRESHER

Mr. Silka discussed a refresher on how to access agenda packets in the MuniAgenda system, and advised to click on the blue hyperlinks, that will lead you to the accompanying item. He stated that in going through the Orders, each can be clicked on to obtain more details. He noted that this is the most transparent of any place he’s worked.

II. AGENDA REVIEW – MARCH 19, 2024

Mr. Silka talked about the Teabow ordinance that will convey properties to Teabow to construct townhomes, etc. He advised that these are not prime properties, just areas to infill in existing neighborhoods. He added that there are incentives built into this, and said they are working with the County. He stated that utilities and tap fees are there already.

Mayor Morriss advised that this is the next step after blight removal – revitalizing the neighborhood with new homes, hopefully to inspire those around to have pride, and said it provided enthusiasm.

There was discussion about the signing event on April 4th with Teabow. Council Member Marchini asked if there was any information on Jason Buckel’s legislation passing, with Mayor Morriss saying it “may” pass. Mr. Silka stated that there are no tax incentives in this program,

and explained that the City's contribution is cash up front, \$25K for each time Teabow obtains a building permit. Mr. Silka discussed the other particulars of the deal.

III. MAYOR AND CITY COUNCIL UPDATES

Council Member Furstenberg gave updates on the Hooley Pub Crawl. He said it was a great turnout, and noted that the mall construction didn't seem to affect it much. Chief Ternent advised that the crowd was pretty well behaved – no major issues – with officers in some of the establishments, and walking around to meet and greet. Furstenberg also discussed the Fishing Rodeo coming up on June 8th, as well as Ty Johnson's Football Camps on May 18th.

Council Member Frazier advised about the pancake breakfast at the Salvation Army this coming Saturday, and said tickets have been donated for some kids to eat for free. He also mentioned the HRDC will have a community outreach meeting with the CPD on March 27th. Chief Ternent added to that, saying they will meet and greet with the community – lots of officers will be on hand. He advised that they will have one in April for the West Side, and said they will be ongoing throughout the year.

Council Member Cioni stated that he virtually attended the DDC meeting at Council Member Marchini's residence.

Council Member Marchini discussed the surveillance cameras, saying there are 30 active camera angles downtown, and said the monitoring system is coming soon to be installed at the police station. It was noted that Melinda Kelleher reported on Friday After Five. Clean, Safe & Green submitted a request for the Day of Caring and Sharing, and asked for information about the Portland Loo cleaning. They also brought of concerns about pedestrian crossings at Mechanic and Baltimore Streets. The Councilwoman also mentioned that the organization committee met to discuss sponsorships for the Farmers' Market and Friday After Five and said info will be coming to all downtown businesses. She said there is an opportunity to help with the Promotions Committee, and said they need new members for the Winter Festival Committee. There is a Town Hall Baltimore Street construction meeting virtually on March 26th at 11:00 a.m., and she reminded about March 28th, the trip to Frederick, for everybody that's going.

Mayor Morriss discussed Crossover Day in Annapolis, when bills signed by one house cross over to the other house. He advised that the local tourism zone bill has passed through both houses and looks like it will make it through this year. He said the Governor and MML have been pushing for it, explained that it will have the ability to create a tourism zone to incentivize businesses to increase tourism in the area. He also advised on House Bill 507, and said every Monday they get an update from Richard Rhinehardt and said that Mr. Rhinehardt will be back at City Hall at the end of the session to give a synopsis.

Council Member Marchini said they would really like to set up a meeting with the Delegation before they get busy with the session next year, as there have been lots of bills introduced this year. She also mentioned that she attended the graduation of Leadership Allegany Rising.

IV. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:08 p.m.

Respectfully Submitted,

Allison K. Layton
City Clerk

Minutes approved on: _____



Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Regular Public Meeting
57 N. Liberty St.

DATE: March 19, 2024

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

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

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

IV. Statement of Closed Meeting

Mayor Morriss announced that a closed meeting had been held on March 19, 2024 at 4:00 p.m. and read into the record a summary of that meeting which is attached hereto and made a part of these minutes as required under Section 3-306 (c) (2) of the General Provisions Article of the Annotated Code of Maryland.

V. Presentations

1. Presentation of a Certificate of Recognition to Carter Hess from Fort Hill High School for capturing the 2A/1A Maryland State Wrestling Championship title in the 285-weight classification.

Coach Bernie spoke about Carter’s character, saying he exemplifies what a student athlete should be. He stated that Carter has over a 4.0 GPA, and scored 1200 on the SAT. He said when talking about 285 pounds, Carter was always out front when they ran. He added that it’s hard to wrestle at that weight class, and said he’s proud of the work he put in, on the mat and in the classroom. M&CC expressed their congratulations.

VI. Proclamations

1. Proclaiming March to be "Cumberland's Women in History Month"

Mayor Morriss read the proclamation and presented it to Sandra Roeder. Council Member Frazier read a poem he wrote dedicated to women.

VII. Director's Reports

Motion to accept the reports was made by Council Member Furstenberg, seconded by Council Member Frazier, and was passed on a vote of 5-0.

(A) Administrative Services

1. Administrative Services Department Monthly Report for February 2024

(B) Public Works

1. Maintenance Division Monthly Report for February 2024

(C) Fire

1. Fire Department Monthly Report for February 2024

(D) Police

1. Police Department Monthly Report for February 2024

VIII. Public Comments

No public comments

All public comments are limited to 5 minutes per person

IX. (A) Ordinances

1. Ordinance 3974 (*2nd and 3rd readings*) - enacting Division 4 of Article V of the Code of the City of Cumberland entitled "Arts Commission" pertaining to the composition, terms of service and the general purpose of the Arts Commission.

SECOND READING: The ordinance was submitted in title only for its second reading.

Motion to accept the second reading and move to the third after comment was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 5-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

THIRD READING: The ordinance was submitted in title only for its third reading, and was passed on a vote of 5-0.

2. Ordinance 3975 (*2nd and 3rd readings*) - to repeal and reenact with amendments Article V of Chapter 15 of the City Code (Sections 15-80 to 15-90), inclusive, pertaining to parades and special events for the purpose of adding provisions for "small events", amending the definition of special events and making other minor changes.

SECOND READING: The ordinance was submitted in title only for its second reading. **Motion** to accept the second reading and move to the third after comment was made by Council Member Marchini, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

THIRD READING: The ordinance was submitted in title only for its third reading, and was passed on a vote of 5-0.

X. New Business

(A) Ordinances

1. Ordinance 3976 (*1st reading*) - authorizing the execution of an Infill Development Agreement with Teabow Residential, LLC for the purpose of conveying certain surplus real property located at 602, 606, 610, 612-614, 616-618, 622 and 624 Maryland Avenue, 301-303, 305, 307 and 309 Arch Street, 220-222 Lee Street, 321-323 and 325 Pennsylvania Avenue, 215-217 Knox Street and 252 Elder Street in the City of Cumberland to Teabow Residential LLC for the development of said properties for market-rate residential housing.

FIRST READING: The ordinance was submitted in title only for its first reading. Motion to accept the reading and table until next meeting was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 5-0.

M&CC spoke to all positives about this project and said they looked forward to working with Teabow Residential, LLC

(B) Orders (Consent Agenda)

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

Order 27,414 - approving the extension of the Custodial Services Contract with Michael's Janitorial, Inc. for an additional year beyond the original contract terms at a monthly cost not to exceed \$7,745.60, with no increase in cost to the City.

Order 27,415 - declaring Cumberland Police Department Unit #9 (2020 Ford Explorer, MD reg 18163LG, Vin# 1FM5K8AB3LGC94662) surplus for sale or scrap.

Order 27,416 - amending Order No. 27,196, originally approved on March 7, 2023 for the purchase of two (2) 2024 International Ambulances from FESCO Emergency Sales with a reduction in cost in the amount of \$54,850 due to the removal of two (2) power load systems from the order.

Order 27,417 - approving the purchase from Stryker Medical of two (2) power load systems to be installed in two (2) new 2024 International Ambulances in the amount not to exceed \$51,589.90.

Order 27,418 - authorizing the execution of a 10-year master service and purchase agreement with Flex Financial, a division of Stryker Sales, LLC, for the ALS360 Program, which includes equipment, replacement schedule, service and maintenance for all Stryker equipped Emergency Medical Service apparatus and 8 Community Rescue Automatic External Defibrillators to be located within City-owned buildings in an amount not to exceed \$2,134,806 for the 10-year term.

Mr. Silka advised that this essentially puts all advanced cardiac equipment under one contract, with free upgrades for 5 years.

Order 27,419 - authorizing the execution of a Non-Endowed Restricted Fund Agreement on behalf of Let's Beautify Cumberland! with the Community Trust Foundation, Inc., regarding the establishment of the City of Cumberland Clock Fund, to be used to provide financial support for the creation of a town clock in the City, and authorizing the transfer of all related donated funds received.

Mr. Silka advised that this project is being done like the skatepark, in that they are sponsoring with the Community Trust Foundation, in an account that won't get intermingled with City funds.

Order 27,420 - approving the sole source purchase of repair costs for a 2018 Freightliner VACCON Combination Sewer Cleaner from Atlantic Machinery, Inc. in an amount not to exceed \$43,171.41.

Order 27,421 - accepting the bid from Insituform Technologies, LLC for the Sanitary Sewer CIPP Repair (City Project 2023-24-SANS) in the lump sum not-to-exceed \$521,075 to include the installation of a Cured-In-Place Pipe (CIPP) repair in sanitary sewer lines along certain sections of Beechwood Drive, Williams Street, and Mechanic Street.

Order 27,422 - approving Change Order #2 to the City's mowing contract with Service Pro (City Project 2022-15-M) to add/remove properties recently acquired/sold by the City to cover the mowing through the end of the Fiscal Year at an increase the current contract of \$18,500, bringing the new contract value not-to-exceed \$61,000.

Mr. Silka advised that most of these properties are little parklets they didn't realize they had.

Order 27,423 - accepting the bid from American Hardwood Industries, LLC for the 2024 Evitts Creek Water Company Watershed Timber Sale in the lump sum of \$151,464.51.

Mr. Silka advised that they did receive another bid of \$136,942 on this open-market bid.

Order 27,424 - authorizing appointments to the Evitts Creek Water Company Steering Committee.

Order 27,425 - declaring certain City-owned properties to be surplus and authorizing them for sale.

Mr. Silka advised that the properties are 463 and 469 Goethe, and 111 South Street

Order 27,426 - executing a donation agreement between the Mayor and City Council and Kevin Kniseley, Personal Representative of the Estate of Robinhood Constitution AKA Mark Anthony Shrock, for the donation of parcels of real property at Youngs Terrace, Block 21, Lots 63-65; 454-456 Goethe Street; and Sperry Terrace, Lots 5-6-7, Blk. 28 and the improvements thereon, if any, to the City.

Order 27,427 - accepting the sole source purchase of traffic control equipment from Econolite in an amount not-to-exceed \$25,524.68.

Order 27,428 - authorizing a contribution in the amount of \$100,000 to Allegany County in support of the 63-69 Baltimore Street Wills Hotel project.

Order 27,429 - authorizing the execution of a Strategic Demolition Fund Program Grant Agreement with the Department of Housing and Community Development regarding the disbursement of \$50,000 in funding for the Cumberland Roof Replacement Program.

Order 27,430 - authorizing the execution of a Business Façade Improvement Program Grant Agreement with the Department of Housing and Community Development (DHCD) regarding the disbursement and use of \$50,000 in funding for the “Midtown Façade Grant Program”.

Order 27,431 - authorizing the execution of a Community Legacy Program Grant Agreement with the Department of Housing and Community Development (DHCD) regarding the disbursement and use of \$100,000 in funding for the “Choose Cumberland Relocation and Renovation Package”.

Order 27,432 - authorizing the acceptance of the recommendation of the Historic Preservation Commission (HPC) of a Historic District Tax Incentive Program property tax credit for 522 Washington Street in the amount of \$10,580, which is 10% of the eligible project costs of \$105,800.

Order 27,433 - authorizing the acceptance of the recommendation of the Historic Preservation Commission (HPC) of a Historic District Tax Incentive Program property tax credit for 514 Washington Street in the amount of \$2,531, which is 10% of the eligible project costs of \$25,312.

Order 27,434 - authorizing the acceptance of the recommendation of the Historic Preservation Commission (HPC) of a Historic District Tax Incentive Program property tax credit for 505 Washington Street in the amount of \$7,920, which is 10% of the eligible project costs of \$79,200.

Order 27,435 - authorizing the execution of a Cost-Share Agreement with the Maryland Department of Transportation, State Highway Administration (MDOT-SHA) relative to City Project 8-18-BR, Replacement of Bridge A-C-09 Cumberland Street Over CSXT Railway, with the City’s cost share portion estimated at \$251,943.60, which is 20% of the total estimated cost of \$1,259,718.

Council Member Cioni asked for some specifics for Order No. 27,428. Mr. Silka explained that there was a gap in funding, so the County and the George Edwards Fund are contributing but came up a little short, so the City is filling that gap.

Public Comments

Sandra Roeder, 613 Louisiana Avenue, spoke on Women’s Her-story Month, and said she found a link on the City’s website from the Daily Record about Maryland’s Top 100 Women, which featured Council Member Laurie Marchini. She read a blurb off the website and said she wanted to call it to M&CC’s attention, because she said this area often gets overlooked by the rest of the state.

Council Member Marchini congratulated the other winners in the County, and she’s in good company, and said it’s nice that Allegany County is on the radar.

Dana Tinnen, 223 Wallace Street, spoke about his run for City Council, and reviewed his concerns about various issues in the community. He also asked where to look to find updates about the Carver Center.

Mayor Morriss advised that the information for the Carver Board was publicly available, but said he will provide it to Mr. Tinnen. He stated that the consultant is in the beginning stages of what to do with the Carver Center, and reiterated that this is a Carver Center Board project, not a City project. He added that money is available through the HUD program, which is administered by the DHCD. He said the program is administratively intensive.

All public comments are limited to 5 minutes per person

Adjournment

With no further business at hand, the meeting adjourned at 7:04 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

Mayor and City Council of Cumberland

Closed Session Minutes

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

2nd Floor Conference Room

Tuesday, March 20, 2024; 4:00 p.m.

The Mayor and City Council convened in public session followed immediately by a motion to close the meeting pursuant to Section 3-305 (b)(1), (3) and (7) of the General Provisions Article of the Annotated Code of Maryland to convene with the Cumberland Economic Development Corporation's Board of Directors for the purpose of discussing the employment, assignment, demotion and compensation of named employees; to receive legal advice regarding possible consequences of a departmental reorganization, and to discuss the acquisition of certain properties that were previously conveyed to third parties by the City.

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

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

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Michael S. Cohen, City Solicitor; Matt Miller, CEDC Executive Director; Stu Czapski, CEDC Economic Development Specialist; Jonathan Hutcherson, CEDC Board, Chair; Mike Getty, Attorney for the CEDC, and CEDC Directors Kathy Getty, Michele Martz, Brian Kurtz, and Dustin Freas.



Mayor and City Council of Cumberland

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

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

Mayor and City Council of Cumberland

WORK SESSION

701 Kelly Road, Room 100
Cumberland, MD 21502

Tuesday, April 2, 2024, 5:15 p.m.

PRESENT: Mayor Raymond M. Morriss; Council Members: Rock Cioni; Jimmy Furstenberg, and Laurie Marchini. Council Member Frazier was absent.

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor; Ken Tressler, Director of Administrative Services; Chuck Ternent, Chief of Police; Shannon Adams, Fire Chief

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

I. CENTRAL AVENUE PROPERTIES DISCUSSION

Mr. Tressler advised that they have been pursuing properties on Central Avenue parallel to I-68 coming into town. He said there are 21 properties, and the City has acquired 8. He went on to say that they have been talking with the County, and they are interested in working together on the remaining 13. He mentioned Community Legacy Strategic Demolition potential, and said the State advised that the more you own and the more under contract, the better chance you have of getting the funding.

Mr. Tressler handed out a copy of the suggested letter that will be sent to property owners. He advised that of the 13 left, 4 have no structures, 5 are vacant structures, and 4 are occupied. He explained that the plan is to send the letter out and invite property owners to come in and learn about what the City is trying to do, to explore their interest.

Mr. Tressler stated that if there's too many holdouts, he said they're still better off getting some rather than none. He added that the plan is for greenspace and removing blight as you come into town.

Council Member Furstenberg advised that he has been contacted by two owners who want to get out. Mr. Tressler stated that they have had conversations with a few, but it has to come back to the M&CC for funding approval. He said the County supports the project and said they have had some conversations with Sara Jackson of the State of MD. In answer to a question from Council, Mr. Tressler explained that demolition of a home can cost about \$15K, but can be less if there are multiples.

Mayor Morriss stated that this is a good area for greenspace, but also a good option for development in the future, and said that just clearing it off will look better from I-68.

Mr. Tressler said if they get a couple properties in their initiative, and there are still holdouts, the City is still better off. M&CC seemed to think it is a good plan.

II. CITY ADMINISTRATOR UPDATE

Mr. Silka wanted to advise on a few projects going on, and said he plans on doing this every couple months so things don't get lost.

Mr. Silka advised that the feds just released a Safer grant, to allow for hiring firemen. He explained that it's 100% for 3 years with no retainment requirement at the end. He said they're going to try to hire 9 – 3 per shift. He explained that the ISO standard counts people on engines, not on shifts, and said there must be 4 on an engine. He advised that he will inform M&CC how the grant application goes.

Mr. Silka discussed absorbing people if we want to retain them, and said there's a caveat that in the third year that if you lose someone through attrition, you don't have to replace.

In answer to a question, Chief Adams stated that training is free, as they have their own academy.

Mr. Silka moved on to the Citizens Local Government Academy. He stated that they met with directors and in the next month will get some dates together, hopefully starting in late Fall. He explained there will be seven 2-hour sessions, and applications will go out mid to late July. He added that they're looking for 20 City residents, and you have to be 18 or over to attend.

Mr. Silka discussed the Skatepark project, advising that engineering started in April. He stated that the project did reopen their grant process, and said the application added 2 questions – physical address and an amount. He said he's asked for \$100K which would cover the gray section in the rendering. He added that Stephanie Hutter-Thomas put together a nice presentation which gave good demographic information for the grant application. He also mentioned a timeline of March 30th when the grant has to be in.

Next, Mr. Silka discussed the Attainable Housing Group they are working on. He advised that Allegany is the only county with no housing initiative to get people into housing. He discussed a trip to Garrett County to see how they did with theirs, and said right now they are in a work group with HRDC, County Community Development, and some lenders, to help lower-income residents attain home ownership. He advised that they are meeting once a month to get this rolling. He explained that the programs are out there, but said there has been no support in the City to administer. He added that they have been talking with Teabow Development about how to help get people into housing.

Lastly, Mr. Silka discussed the Directors working on action plans for the Goal Setting session. He stated that at the second work session in May they will present a draft, and said they are setting up more action plans going forward.

III. AGENDA REVIEW – APRIL 02, 2024

There were no questions on the agenda.

IV. MAYOR AND CITY COUNCIL UPDATES

Council Member Cioni reported on the Constitution Park Easter Egg Hunt, advising that Mr. Mackey from Parks and Rec stated it was a good turnout and a great group of kids – at least 100 there – more than last year.

No update from Council Member Furstenberg

Mayor Morriss talked about the progress on Baltimore and Liberty Streets, and said the pavers are down for the street and parking area. He advised that Robert Smith, Director of Engineering and Utilities, said trees will be planted within a few weeks. The Mayor stated that the pavers for sidewalks will arrive the middle of April, and said they will go in as early as May.

The Mayor discussed their recent trip to Frederick to meet with their Economic Development department, Community Development, the Main Street Manager and their Chamber of Commerce. He said it was a nice gathering and said they got ideas from them on what they have done the last 20 years for economic development. He said they saw the partnerships between the different organizations and how well they work together – all on the same page with the same goal. It was noted that Frederick is now the 2nd largest city in Maryland. Mayor Morriss said he was impressed at the size – 24 square miles, lots of good, flat space.

Council Member Marchini stated that they had their quarterly town hall meeting for the Baltimore Street project, with 30 people attending and asking lots of good questions. She also advised that they are going to have the first civics meeting for middle school, held at Allegany College. Council Member Marchini gave a shout-out to Allegany Mock Trial Team, and said they have a meeting with Rich Rhinehardt from Percy Public Affairs on May 7th.

Mayor Morriss discussed the state's operating budget. He advised that the \$500K for Evitts Creek Phase 4 has passed through, and said they have the bond initiative for Bond and Harrison for \$300K. He talked about the \$1.5M for the WMSR, that's coming from Canal Place. He added that as of now all budgetary requests look like they are coming through, and said everything should have been settled by 4:00 p.m. yesterday, but was extended due to the Key Bridge collapse. It was also mentioned that the Greater Cumberland Airport will be getting money as well.

Mayor Morriss advised that Chief Ternent had his first listening session, and it was a good meeting, with people coming to share their concerns, hoping to make their neighborhood better. He advised that there will be another meeting on the 10th for the West Side at the church on Lee Street at 6:00 p.m.

Chief Ternent said the session was well-received, and said the most common topic was blight – not too much on crime.

V. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:49 p.m.

Respectfully Submitted,

Allison K. Layton
City Clerk

Minutes approved on: _____



Mayor and City Council of Cumberland

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

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

MINUTES

M&CC Regular Public Meeting
701 Kelly Road

DATE: April 02, 2024

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Council Member Richard J. "Rock" Cioni
Council Member James L. Furstenberg, III
Council Member Laurie P. Marchini
President Raymond M. Morriss, President

Absent: Council Member Eugene T. Frazier

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Chuck Ternent, Chief of Police; Shannon Adams, Fire Chief; Lee Borrer, Senior Community Development Specialist.

IV. Statement of Closed Meeting

Mayor Morriss announced that a closed session had been held on March 20, 2024 and read into the record a summary of that meeting which is attached hereto and made a part of these minutes as required under Section 3-306 (c)(2) of the General Provision Articles of the Annotated Code of Maryland.

V. Presentations

1. Presentation of a Certificate of Recognition to the Allegany High School Mock Trial Team for capturing the State Championship

Mayor Morriss recognized the team and read the Certificate and presented it to the Coach and team. Principal Heidi Laupert spoke about Mr. Brian White's teams winning three

state championships, saying they competed against both public and private schools where 142 began the season, with this team being the last one standing. She said they went to a lot of matches and she just knew after the opening statements that they were going to win.

Coach Brian White thanked M&CC and the principal. He advised that his team will be representing the State of Maryland in the National Mock Trial competition in Delaware.

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

Jessica O'Baker, C3I, CPD - 5 years. Chief Ternent stated that Jessica is an Administrative Assistant assigned to C3I, said her responsibilities include keeping the detectives straight from all the law enforcement departments in the County assigned to C3I, and does all the administrative work for them. The Chief said he was very proud of her and appreciates all the work she does.

VI. Approval of Minutes

Motion to approve the minutes was made by Council Member Cioni, seconded by Council Member Furstenberg, and was passed on a vote of 4-0.

1. Approval of the Work and Regular Session Minutes of March 5, 2024

VII. Public Hearings

1. A second public hearing for the Community Development Block Grant (CDBG) 2024 Annual Action Plan.

Hearing Convened: 6:35 p.m.

Ms. Borrer talked about CDBG, saying this is the 2nd public hearing for the Annual Action Plan. She provided an overview of the process for the plan and the timeline, and provided a PowerPoint presentation. She said the plan is estimated and projects cover administration, facilities and infrastructure, and public services. Some of the recommendations for public services include CPD foot and bike patrols, abuse intervention program, YMCA homeless shelter food program, DSS – emergency rental and utility assistance, and SOAR – mental health issues and improving quality of life. No one signed up to speak.

Hearing Adjourned: 6:45 p.m.

Ms. Borrer wanted to remind everyone about April being Fair Housing month, and talked about the event on April 23rd at Allegany College. She said it's free and open to the public and said people can meet with reps from fair housing agencies. She said they are also working with the NAACP, who is having an event prior to this one, and will relay the questions they receive to Ms. Borrer at the Fair Housing event.

VIII. Public Comments – Agenda Items Only

No public comments

All public comments are limited to 5 minutes per person

IX. Unfinished Business

(A) Ordinances

1. Ordinance 3976 (2nd and 3rd readings) - authorizing the execution of an Infill Development Agreement with Teabow Residential LLC for the purpose of conveying certain surplus real property located at 602, 606, 610, 612-614, 616-618, 622 and 624 Maryland Avenue, 301-303, 305, 307 and 309 Arch Street, 220-222 Lee Street, 321-323 and 325 Pennsylvania Avenue, 215-217 Knox Street and 252 Elder Street in the City of Cumberland to Teabow Residential LLC for the development of said properties for market-rate residential housing.

SECOND READING: The ordinance was submitted in title only for its second reading. **Motion** to accept the reading and move to the third after comment was made by Council Member Marchini, seconded by Council Member Cioni, and was passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the ordinance moved to its third reading.

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 4-0.

X. New Business

(A) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. **Motion** to approve each item was made by Council Member Furstenberg, seconded by Council Member Marchini, and was passed on a vote of 4-0.

Order 27,436 - authorizing the purchase of one new Caterpillar Cold Planer PC306 from Cleveland Brothers CAT for an amount not to exceed \$20,900 in accordance with City Code Section 2-171(c), which pertains to purchasing cooperatives and state and local government contracts (piggyback contracts)

Order 27,437 - declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap

Order 27,438 - declaring certain City-owned properties to be surplus and authorizing them for sale

XI. Public Comments

Ben Gallagher, 951 Braddock Road, came to address the topic of the necessity of deer crossing signs on Seton Drive and Braddock Road, saying he's lived there his whole life and deer cross frequently. He stated that it's more hazardous as there's a tree line where deer can run out unseen, and mentioned all the young, inexperienced drivers at BW and Allegany High Schools using those roads. He advised M&CC of research he has done regarding SHA and County recommendations for MSHA deer signs.

Mayor Morriss responded that he saw a large herd above Camden Avenue recently, and thanked Mr. Gallagher for doing the research. He said M&CC will look into it, notify the Traffic Group

and get back with him. Council Member Marchini noted that the guardrail on Braddock is also an issue, in addition to the tree line.

Larry Wolfe, 53 N. Liberty Street, President-WMD Trade Construction Council, advised M&CC that the WMD Building Trades has moved back into Cumberland, and said they're excited about dealing with the challenges of the Baltimore Street construction. He discussed Triton as the general contractor for downtown, and Carl Belt doing the Baltimore Street Bridge. He also noted that Yoder & Sons are currently doing the work downstairs at City Hall. He talked about monies from the grant going towards the barriers downtown, and to AYEPS, giving a shout-out to Chief Ternent, Mr. Zapf and Mr. Hedrick. Mr. Wolfe also mentioned that they are vested with the Career Center, and said they are glad to be a partner in redevelopment downtown.

Mayor Morriss thanked Mr. Wolfe for his comments, and said Triton was under the radar for a long time, and said it's good that we recognize them as a local contractor. He agreed with Mr. Wolfe, and said when it comes to the programs and developments, the City wants to use the local people for projects.

All public comments are limited to 5 minutes per person

XII. Adjournment

With no further business at hand, the meeting adjourned at 6:59 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

. Order 27,439 - 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 "Friday After Five" events on June 7, July 12, August 2 and September 13, 2024 beginning at 5:00 p.m. and ending at 12:00 midnight; notwithstanding, that open glass containers shall not be permitted

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

ORDER NO. 27,439

DATE: April 16, 2024

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 "Friday After Five" events to be held June 7th, July 12th, August 2nd and September 13th, 2024 from 5:00 PM until 12:00 AM on those days within the confines of the following area:

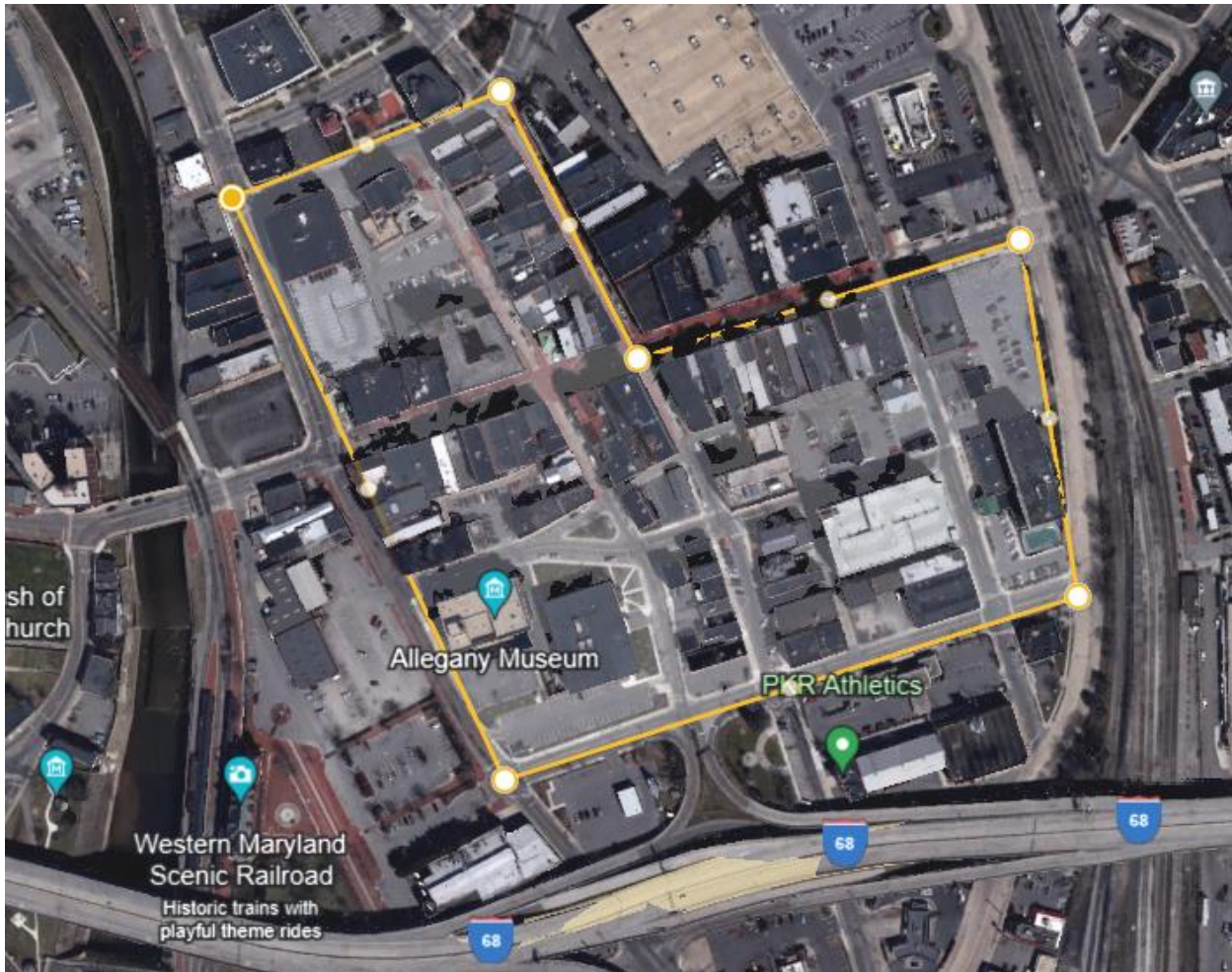
- S. Mechanic at Frederick Street south to W. Harrison Street;
- W. Harrison Street east to Queen City Drive;
- Queen City Drive north to Baltimore Street;
- Baltimore Street west to N. Centre Street;
- N. Centre Street north to Frederick Street;
- Frederick St. west to S. Mechanic Street;
- Centre Street from Frederick Street to W. Harrison Street;
- Liberty Street from Frederick Street to W. Harrison Street.

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

Raymond M. Morriss, Mayor

**Map attached*

OPEN CONTAINER AREA – FRIDAY AFTER FIVE



File Attachments for Item:

. Order 27,440 - abating the Real Property taxes, interest and utilities on six properties (118 Winton Place, 31 Offutt Street, 310 Columbia Street, 414 Goethe Street, 308 Cumberland Street and 404 Furnace Street) being obtained through the tax sale foreclosure and donation process

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

ORDER NO. 27,440

DATE: April 16, 2024

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

THAT, the Real Property taxes, interest and utilities on the following properties being obtained through the tax sale foreclosure and donation process be and are hereby abated:

Address	Tax Acct. No.	Tax Years	Total Tax Amount	Total Interest	Water/Sewer	Total
118 Winton Place	06-040160	2021-2023	\$677.01	\$257.07		\$934.08
31 Offutt Street	04-050592	2021-2023	\$731.06	\$275.74		\$1,006.80
310 Columbia Street	05-014425	2021-2023	\$1,180.28	\$444.27	\$363.55	\$1,988.10
414 Goethe Street	23-004224	2021-2023	\$664.30	\$286.83		\$951.13
308 Cumberland Street	06-007686	2021-2023	\$3,853.40	\$1,365.71		\$5,219.11
404 Furnace Street	05-019524	2020-2023	\$1,043.61	\$558.58		\$1,602.19
Totals			\$8,149.66	\$3,188.20	\$363.55	\$11,701.41

Raymond M. Morriss, Mayor

	Tax Year	Tax Amount	Interest	Water/Sewer	Total Abatement
06 040160					
118 Winton Place	2021	225.67	139.81		
	2022	225.67	85.69		
	2023	<u>225.67</u>	<u>31.57</u>		
	Total to Abate	\$ 677.01	\$ 257.07	\$ -	\$ 934.08

	Tax Year	Tax Amount	Interest	Water/Sewer	
04 050592					
31 Offutt Street	2021	239.45	148.49		
	2022	243.69	92.53		
	2023	<u>247.92</u>	<u>34.72</u>		
	Total to Abate	\$ 731.06	\$ 275.74	\$ -	\$ 1,006.80

	Tax Year	Tax Amount	Interest	Water/Sewer	
05 014425				420146001	
310 Columbia Street	2021	384.25	238.39	363.55	
	2022	393.42	149.53		
	2023	<u>402.61</u>	<u>56.35</u>		
	Total to Abate	\$ 1,180.28	\$ 444.27	\$ 363.55	\$ 1,988.10

	Tax Year	Tax Amount	Interest	Water/Sewer	
23 004224					
414 Goethe Street	2021	266.99	165.54		
	2022	273.35	103.93		
	2023	<u>123.96</u>	<u>17.36</u>		
	Total to Abate	\$ 664.30	\$ 286.83	\$ -	\$ 951.13

	<u>Tax Year</u>	<u>Tax Amount</u>	<u>Interest</u>	<u>Water/Sewer</u>	
06 007686					
308 Cumberland Street	2021	1,237.15	729.83		
	2022	1,284.46	449.40		
	2023	<u>1,331.79</u>	<u>186.48</u>		
	Total to Abate	\$ 3,853.40	\$ 1,365.71	\$ -	\$ 5,219.11

	<u>Tax Year</u>	<u>Tax Amount</u>	<u>Interest</u>	<u>Water/Sewer</u>
05 019524				
404 Furnace Street	2020	337.98	290.68	
	2021	235.21	145.70	
	2022	235.21	89.30	
	2023	235.21	32.90	
	Total to Abate	\$ 1,043.61	\$ 558.58	\$ - \$ 1,602.19

File Attachments for Item:

. Order 27,441 - authorizing the execution of a FY25 Arts and Entertainment Districts Operating Support Letter of Agreement for the period July 1, 2024 - June 30, 2025, to define the City's role as the Local Government Entity with regard to the Cumberland Arts & Entertainment District, and to approve estimated in-kind support of \$500 (Five Hundred Dollars)

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

ORDER NO. 27,441

DATE: April 16, 2024

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

THAT, the Mayor be and is hereby authorized to execute a FY25 Arts and Entertainment Districts Operating Support Letter of Agreement for the period July 1, 2024 - June 30, 2025, to define the City's role as the Local Government Entity with regard to the Cumberland Arts & Entertainment District, and to approve estimated in-kind support of \$500 (Five Hundred Dollars).

Raymond M. Morriss, Mayor

**Arts & Entertainment Districts Operating Support
Letter of Agreement FY2025**

District Name: _____ Support Period: July 1, 2024-June 30, 2025

This agreement clarifies the role and expectations of an Arts & Entertainment (A&E) District and agreements between the county or municipality(ies) holding A&E District designation and the agency, office, position, or organization(s) designated as the district "management entity" overseeing district activities. A signed copy is required in order for the management entity to apply to MSAC for A&E District General Operating Support.

Local Government and A&E District Management Entity

- The A&E District's designation is the responsibility of the local government that was approved by the Secretary of Commerce for designation. The local government must designate a local government agency, office, position, or 501(c)(3) non-profit(s) to carry out the district's activities and plans, as submitted to MSAC.
 - Local Government(s): _____
 - Management Entity(ies): _____

Supporting A&E Districts Program Goals

- The A&E District's management entity will work to meet the goals of the A&E Districts Program: to develop, promote, and support diverse artistic and cultural centers in communities throughout Maryland that preserve a sense of place, provide unique local experiences, attract tourism, and spur economic revitalization and neighborhood pride.

A&E District Goals

- The A&E District's management entity will work to meet the goals submitted in the district's application for designation, re-designation, or general operating support, whichever is most recent.

Local Government Financial and In-Kind Commitment

- During the effective period, the local government will provide support for the A&E District as outlined below (*complete all that apply*):
 - Funding for Operations and Administration: \$ _____
 - Funding for Programs or Projects: \$ _____
 - Estimated Value of In-Kind Support: \$ 500-
 - Description of In-Kind Support (administration, services, etc.): _____

If a management entity is a 501(c)(3) non-profit, MSAC requires a Memorandum of Understanding or Contract between the county or municipality(ies) holding the designation and the non-profit outlining specific responsibilities and any financial arrangements. Please attach any MOU or Contract to this agreement as Attachment B.

A&E Board or Advisory Board

- The local government or management entity(ies) will maintain a Board of Directors or Advisory Board of at least five (5) individuals to oversee and/or advise on A&E District activities. A Board or Advisory Board should be composed of community members who represent the diversity of the populations in the district and its surrounding communities as well as the various constituencies (artists, arts organizations, businesses, etc.) that the district serves.

Paid Employee

- The local government or management entity will employ at least one person at a minimum of 15 hours per week whose job responsibilities include coordinating A&E District activities.

Employee Name: _____

Title: _____

Employer: _____

Expectations

- Attachment A outlines the expectations of A&E Districts and MSAC. These expectations are meant to guide the relationship between districts and MSAC.

Signatures

Local Government CEO(s)

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

Management Entity(ies) Leader(s)

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

A&E District Board/Advisory Board President/Chair

Name: _____

Signature: _____

Date: _____

File Attachments for Item:

. Order 27,442 - declaring certain City-owned properties located at 305 Maryland Avenue, Broadway Lot B-6, Broadway Lot B-8 and Rear Greene Street to be surplus and authorizing them for sale

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

ORDER NO. 27,442

DATE: April 16, 2024

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain parcels of property identified herein; and

WHEREAS, the Mayor and City Council have determined that these properties are no longer needed for any public use and may be offered for sale to the general public;

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

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

- | | |
|------------------------|----------------------|
| 1. 305 Maryland Avenue | Tax ID No. 22-002678 |
| 2. Broadway, Lot B-6 | Tax ID No. 22-018396 |
| 3. Broadway, Lot B-8 | Tax ID No. 22-018345 |
| 4. Rear Greene Street | Tax ID No. 06-030890 |

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

Raymond M. Morriss, Mayor



Allison Layton <allison.layton@cumberlandmd.gov>

Re: RR Greene St property.

1 message

Ken Tressler <ken.tressler@cumberlandmd.gov>

Wed, Apr 3, 2024 at 3:06 PM

To: Allison Layton <allison.layton@cumberlandmd.gov>

Cc: Kevin Thacker <kevin.thacker@cumberlandmd.gov>, Denise Adams <denise.adams@cumberlandmd.gov>

Hello Allison,

We are supposed to be verifying all of the properties that we have acquired this year to make sure they have been surplused. We should just make it a matter of practice as we acquire property to immediately surplus them after the official acceptance of the property.

Thanks,

On Wed, Apr 3, 2024 at 2:31 PM Allison Layton <allison.layton@cumberlandmd.gov> wrote:

Hi!

I've checked and the Granoff properties have not been declared surplus, so I will put that on an Order for the next meeting (4/16). Unless you say otherwise, I will put all of these properties on the Order to declare as surplus.

I can then put the Ordinance for the sale on the agenda for the first meeting in May, 5/7 - that'll cover the 20 day waiting period (21 days to be exact).

If I'm missing anything, please let me know!

305 Maryland Avenue, Cumberland, MD 21502
Tax ID No. 22-002678
Allegany County Land Records Book 1217, Page 481

Broadway, Lot B-6, Cumberland, MD 21502
Tax ID No. 22-1018396
Allegany County Land Records Book 1224, Page 154

Broadway, Lot B-8, Cumberland, MD 21502
Tax ID No. 22-018345
Allegany County Land Records Book 1225, Page 568

Rear Greene Street, Cumberland, MD 21502
Tax ID No. ~~06-130890~~
Allegany County Land Records Book 1221, Page 395.

Allison Layton

City Clerk

CITY OF CUMBERLAND

57 N. Liberty Street, Cumberland, MD 21502

Phone: 301-759-6447

allison.layton@cumberlandmd.govwww.cumberlandmd.govLike **City of Cumberland** on Facebook!

File Attachments for Item:

. Order 27,443 - authorizing the execution of an agreement with SADA Systems, Inc., for one year of Virtru Encryption Services for Google Mail/Drive in the not-to-exceed amount of \$31,048.05

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

ORDER NO. 27,443

DATE: April 16, 2024

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

THAT, the agreement by and between Mayor and City Council of Cumberland and SADA Systems, Inc., 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601, for one year of Virtru Encryption Services for Google Mail/Drive in the not-to-exceed amount of Thirty One Thousand Forty Eight Dollars and Five Cents (\$31,048.05), be and is hereby approved.

Raymond M. Morriss, Mayor

Budget:
001.033.48201

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Virtru encryption for Google mail/drive

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

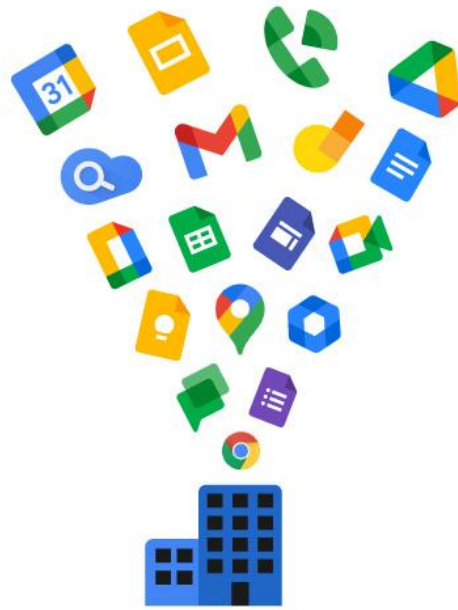
IT requests an order for costs not to exceed \$31,048.05 to SADA Systems Inc. for one year of Virtru Encryption Services for Google Mail/Drive. With Virtru, the city strengthens compliance with strict information security regulations, including CJIS and HIPAA. Virtru is a Google-Recommended Data Protection Provider for Google Workspace and Google Cloud. They have been a longtime Google partner in encryption and data privacy, and are experts in the Google ecosystem. We have been using Virtru for several years.

SADA is an award-winning Google Cloud partner that we have used for our Google Mail/Drive services as well as installation of the Virtru platform.

Budgeted in IT, 001.033.48201

SADA

Google Cloud



Google Cloud
Partner

SADA Systems, Inc.

GOOGLE WORKSPACE ORDERING DOCUMENT

Quote Date:	4-Apr-2024
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This Virtru Ordering Document (the "Ordering Document") and the corresponding Virtru Customer Agreement (the "Agreement") between SADA Systems, Inc. ("SADA") and City of Cumberland ("Customer") governs Customer's access to and use of the Services. Undefined capitalized terms used in this Ordering Document will have the meanings set forth in the Agreement.

Under the terms of the Agreement accessible at <https://www.virtru.com/terms-of-service/> of which this Ordering Document is a part, Customer agrees to purchase and SADA agrees to provide the following Google services to Customer in the indicated quantity and at the indicated pricing in U.S. Dollars.

Customer Information	
Customer:	City of Cumberland
Corporate Address:	57 N Liberty Street Cumberland, MD, 21502
Primary Domain:	cumberlandmd.gov

Contact	Main Contact	Accounts Payable Contact
Full Name:	Johnna Byers	
Title:		
Phone:	301-759-6403	
Email:	johnna.byers@cumberlandmd.gov	

Pricing

Product Description	Price	Quantity	Subtotal
Virtru Pro Term Dates: 03/30/2024 to 03/29/2025	\$5,773.85	1	\$5,773.85
Virtru User Data Protection Gateway Term Dates: Term Dates: 03/30/2024 to 03/29/2025	\$103.16	245	\$25,274.20

Total**	\$31,048.05
**Plus applicable taxes and fees	

Invoices and Payment

Payment	Invoice Date	Amount
Annual	Agreement Signature Date	\$31,048.05

SADA will invoice Customer for all amounts due under any executed Ordering Document or Statements of Work in accordance with the schedule set forth in such executed Statement of Work. Each invoice submitted to Client pursuant to this Agreement will be due and payable by Client within 30 days of receipt. Payment is accepted by check or ACH/EFT.

Customer may require a Purchase Order ("PO") to be submitted along with any invoice for payment. For the avoidance of doubt, in the event of a conflict of terms and conditions between any PO and the Agreement (including, without limitation, the Google TOS), the terms and conditions of the Agreement shall take precedence in each case. Any terms and conditions in the PO suggesting otherwise are hereby rendered null and void.

Taxes:

Customer is responsible for applicable taxes associated with Customer's purchase and receipt of the Services (except for any taxes assessable against SADA based on its income, property or employees) and Customer will pay SADA without any reduction for such amounts. If SADA is obligated to collect or pay taxes, the taxes will be invoiced to Customer (in the case of invoiced fees) or added to Customer's credit card charges (in the case of credit card payments), unless Customer provides SADA with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to SADA, Customer will increase the payment to SADA so that the amount received by SADA is the same as it would have been if no taxes were withheld.

Bank Information

Automated Clearing House (ACH) or Electronic Funds Transfer (EFT):

Wells Fargo Bank
 Swift Code: WFBUS6
 464 California Street
 San Francisco, CA 94104
 Routing Number: 121042882
 Account Name: SADA Systems, Inc.
 Account Number: 7757670067

Remittance Address:

SADA Systems, Inc
 5250 Lankershim Blvd., Suite 720
 North Hollywood, CA 91601
 ATTN: Accounting

Additional Licenses Purchased During the Term:

Additional licenses will be billed on a prorated basis for the remaining portion of the signed term, at the rate set forth in this Order Document. Payment for additional licenses will be due in full upon receipt of an invoice, and will be exempt from the payment schedule above.

Notices:

Any notices under this Agreement will be directed, if to SADA, at:

Patrick Monaghan, Chief Legal Officer

SADA Systems, Inc.

5250 Lankershim Blvd., Suite 620

North Hollywood, CA 91601

Email: legal@sada.com

and if to Customer, at the Main Contact above.

BY SIGNING THIS ORDERING DOCUMENT OR SUBMITTING A PURCHASE ORDER, CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS ORDERING DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

IN WITNESS WHEREOF, this Ordering Document has been executed by the parties through their duly authorized officers.

SADA Systems, Inc

City of Cumberland

Signature

Signature

Name

Name

Title

Title

Date

Date

File Attachments for Item:

. Order 27,444 - accepting the proposal from Long View Systems Corporation for the migration of the City's network to Cumberland's domain (city.cumberlandmd.gov) in the not to exceed amount of \$64,303

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

ORDER NO. 27,444

DATE: April 16, 2024

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

THAT, the proposal from Long View Systems Corporation, 1221 McKinney Street, Suite 4150, Houston TX 77010, for the migration of the City's network to Cumberland's domain (city.cumberlandmd.gov) in the not to exceed amount of Sixty Four Thousand Three Hundred Three Dollars and No Cents (\$64,303.00), be and is hereby approved.

Raymond M. Morriss, Mayor

Budget:
001.033.20100

Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

Item Title:

Microsoft Active Directory Migration Project

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

The city's network needs to be migrated from an old domain that we do not own (Allconet) to Cumberland's domain (city.cumberlandmd.gov) This is an intense project requiring special expertise. We received several price quotes for this. After evaluation, the quote that is the lowest effective hourly rate is from LongView systems, with an hourly rate of \$203.00. This quote meets specifications and appears to be in the best interest of the city.

Total estimated cost is \$64,303. Per the Longview quote, "Invoicing for time and materials projects will occur at the end of every month and will not exceed total estimated cost."

It is budgeted in 001.033 20100

STATEMENT OF WORK

SOW# 401117

Governing Terms

This Statement of Work (“SOW”) between City of Cumberland (“Client”) located at 57 North Liberty Street, Cumberland, MD 21501 and GovConnection, Inc. d/b/a Connection (“Service Provider”) is in effect as of the date of last signature (“Effective Date”) and is governed by Connection’s Terms of Service located at <https://www.connection.com/IPA/Content/About/Legal/TermsConditionsServices.htm>.

Engagement Name	Active Directory Domain Migration		
Statement of Work	SOW # 401117	Revision# 2.0	Date: 03-14-2024
Client	City of Cumberland Brian Glisan		
Account Executive	Sandra Saunders		
SOW Author	Patricia Hiltz		
Anticipated Duration	16 - 18 Weeks		
Total Fees	\$44,256.00		
Remote/Onsite	Remote		

Project Summary

The Client would like to migrate users, workstations and servers as part of a transition from their legacy AD forest "city.allconet.org" to their new AD domain "city.cumberlandmd.gov. The Client stood up the target domain and forest in an effort to kick off the migration but to date has only established net new services within it. The success criteria for this engagement are as follows:

- The Clients active and relevant users, groups, workstations and server workloads are migrated to the target AD domain
 - ~330 Users
 - ~160 Workstations
 - ~15 Servers
- The migration of user accounts in scope was done with minimal disruption to daily productivity.

The following are requirements to be completed at or prior to project commencement:

- All existing forest trusts (one way or two way) and network connectivity in place today is functioning as expected.
- Remote access and Admin accounts are created as requested by the Service Provider.

The Service Provider understands the following are in use by the Client within their environment:

- **Client uses Google Workplace for productivity apps/services**
- **Source AD domain: city.allconet.org**
 - Users: 535 total User accounts
 - 330 active User accounts
 - Groups: 206 total Groups
 - 139 Security Groups
 - 67 Distribution Groups
 - OUs: 20 total
 - Computer: 445 total Computer Objects
 - 164 active Computer Objects
 - Windows 7 Professional*
 - Windows 11 Professional
 - Windows 10 Professional
 - DCs: 3 total DCs**
 - 2 2012 R2 Standard
 - Dccommics: ADCS (Subordinate), DNS, NPS, Print/Document, File/Storage
 - Marvel: DNS, Print/Document, File/Storage
 - 1 2019 Standard

- Magneto: DNS
- Servers:
 - 14 active Servers to be migrated (non ADDS)
 - CityGIS: 2012 File/Storage
 - Darkhorse: 2012 File/Storage
 - EngFile: 2016 File/Storage
 - GIS-DB: 2016 File/Storage
 - GIS-Server: 2016 File/Storage
 - GIS-Web: 2016 File/Storage IIS
 - Inquiry: 2008 Application, File Server, IIS
 - MYSQL-WEB: Application, File Server, IIS
 - PAUser2: File/Storage
 - RootCA: 2016 ADCS (Root-not on domain)
 - SecomAmag: 2012 File/Storage, IIS
 - Veeam: 2019 File/Storage, IIS
 - VisionA: 2019 File/Storage, IIS
 - WsusSrv: 2012 File/Storage, IIS, WSUS
- **Target AD Domain: city.cumberlandmd.gov**
 - Users: 11 total Users
 - 9 active Users
 - Groups: 57 total Groups (all Security Groups)
 - OUs: 33 total
 - 5 GPOs
 - Computers: 42 total Computer Objects
 - 19 active Computer Objects
 - Windows 11 Professional
 - Windows 10 Professional
 - DCs: 2 total DCs
 - 1 Windows Server 2019
 - Loki
 - 1 Windows Server 2022
 - Thor
 - ADCS is up and running in the target domain
 - 6 Active Windows 2022 Standard
 - 2 Active Windows 2019 Standard

*NOTE: Windows 7 is an unsupported OS is considered not in scope for migration as part of this SOW.

**NOTE: Domain Controllers in use on the source forest will not be migrated. Client has provisioned AD CS based PKI environment and Print services for use in the target forest already.

Project Overview

The Service Provider proposes we use the following activities to assess and better secure their environment.

- **Assessment**—The Service Provider will conduct discovery assessments of all source and target AD forests to validate migration readiness, document resources and architecture in use and prepare for the migration plan.
- **Planning**—The Service Provider will lead an effort with the Client staff to plan the details of the entire project. The result of this effort will be an excel-based Micro Project Plan (MPP).
- **Windows AD Forest Augmentation**—Modify the Windows AD forests to incorporate Organizational Units (OUs), Group Policies (GPOs), Site, and Subnets for the migrations, as well as adding the ADMT and Password Export Server applications to source and target forests.
- **Server Disposition**—Develop a server disposition strategy for servers, applications, and data that will allow all servers to be migrated or decommissioned at the end of the consolidation if not to be migrated.
- **User, Workstation and Group Migration**—Functionally migrate Windows AD groups, user accounts, workstations, and servers (where needed) to the target AD forest.

Proposed Solution

Environment Assessment

This activity will involve assessing the source and target AD environments. The assessment will focus on factors likely to impact the Windows AD domain migration. Items that will be assessed include the following:

- Windows AD and related services such as DHCP, DNS, AD CS, etc.
- Network and physical site design
- Server inventory and recommended disposition strategy; retire, relocate, rebuild
- OS and application versions will be assessed to identify any that are out of support or nearing end of life. Such servers will be candidates for rebuild versus relocate / migrate.
- Health and adherence to best practices of the server virtualization environment
- End user computing device configurations and operating system versions
- Virtual Desktop Infrastructure (VDI) or Remote Desktop Services (RDS), if present.

Documentation for this activity will highlight findings where remediation is required as well as those that can impact the sequence and scope of the remaining activities. Remediation activities are not within the scope

of this SOW. If requested, the Service Provider will support remediation efforts on a T&M materials basis through a Change Order or additional SOW.

Planning

Consolidating the source forest resources into the target forest needs to be collaborative since local AD administrators control the resources and the configuration of each forest separately. This activity will create an Excel-based Project Plan composed of activity-based worksheets. Each worksheet will cover the tasks for that activity, such as adding new organizational units as needed to the target forest to hold the migrated resources, or a particular class of migrated users, e.g., users with a account on a shared computer resource. Some tasks within a worksheet will be executed independently by the Service Provider, others by the Client, but most will be executed during working sessions attended by both the Client and the Service Provider.

Windows AD Forest Enhancements

The consolidation of Windows AD forests requires a variety of configuration changes as described in the following work areas:

OU Augmentation

This task area will involve adding new organizational units (OUs) to the target forest to hold source user accounts that need to be migrated (if not already present). One or more OUs maybe also be needed for migrated groups.

Group Migration Preparation

Some or all source groups may need to be migrated to the target forest. The Microsoft Active Directory Migration Tool (ADMT) will migrate users, groups, and workstations. Groups are migrated first and then populated with the correct users and nested groups. This task area will determine the character string in use for the prefix, identify which groups will need the prefix, and determine how to best inform migrated users about how groups are being handled during the migration.

GPO Augmentation

The source forest GPOs each need to be reviewed to determine what GPOs need to be added to the target forest. In some cases, a migration of an existing policy may be appropriate, but in most cases, it will be more straightforward to create new GPOs for the migrated resources. It may also be necessary to link source specific GPOs to Windows AD sites versus OUs if a GPO's settings are sensitive to the network segment on which the workstation resides. For example, if source and target forest each use different Internet proxy configurations today, a migrated GPO for the source Internet proxy might need to be linked to

the site or sites that were formerly part of the source forest to ensure that any workstation residing on that network segment uses the “right” Internet proxy.

Sites and Subnets Augmentation

Prior to migrating any servers or workstations, the target forest administrators will need to add new sites and subnets to Windows AD to reflect the any new network segments of the target forest.

ADMT and Password Export Server Installation and Configuration

The Active Directory Migration Tool (ADMT) application will be installed on a target forest domain controller. The Password Export Server application needs to be installed on a source forest domain controller. ADMT will handle the migration of computers and users while the Password Export Server will be used to synchronize passwords.

NOTE: The Client will be responsible for controlling and managing changes to user accounts, groups and group memberships during this project since additional effort may be needed to make corresponding changes to these resources in the target forest.

Server Disposition

One of the objectives of the project is to eliminate the source forest. The ADMT tool can be used to migrate groups, users, workstations, and some servers, but it cannot migrate servers that host applications and data/databases that are dependent on the Windows AD forest in which they were deployed. This collaborative activity will review the applications and data resident on each source forest server and develop a disposition strategy for each one. High level options are as follows:

- Retain (not migrated during consolidation)
- Rebuild (same components / migrate data)
- Re-host (modernize / migrate data)
- Unjoin/Join (migrate)
- Refactor (rearchitect)

Once the server disposition strategy has been defined for each source server, the tasks associated with that strategy will be added to the Micro Project Plan (to be completed collaboratively). Execution of a particular server’s disposition strategy can occur before, during, or after the Windows AD forest consolidation. A server’s disposition strategy can be executed after the migration of user accounts because the migration tasks will include adding SIDHistory to the migrated users. The migration of SIDHistory ensures that users retain their access to source forest resources.

User and Group Migration

The migration of active and relevant source forest users, groups and workstations will be completed as part of this engagement. The source forest Windows AD groups will be migrated before users/workstations are migrated (as needed) if not already recreated in the target. Those groups will then be populated with the target forest version of the source users as well as nested groups. The following tasks will occur to migrate these objects:

- Plan to freeze or configuration control the creation or modification of users and groups during the forest consolidation
- Migrate and verify Windows AD groups
- Migrate and verify users as disabled users
- Migrate user workstations and enable user accounts

Server Migration

The migration of AD joined servers currently in use will follow the migration of users, groups and workstations from the source AD forest to the target. . Any servers requiring a rebuild or re-host migration will require a change order to add these tasks to scope (following discovery and planning steps). Servers that have been identified for migration will be migrated using the following steps:

- Client Task: Ensure existing servers in source domain as configured are fully backed up before making changes
 - Validate backups are available
- Update permissions and group memberships for target domain/forest on servers
- Update DNS on services to point to target DNS/Domain Controllers
- Disjoin servers to be migrated from the source domain (repeat steps for each server as its moved)
- Reboot servers to apply changes
- Update any server/app configurations that are domain specific
- Update trust relationships
- Re-map new GPOs in target forest
- Validate user access and migration success

Deliverables

Project Documentation:

The primary project documentation for this project will be the Environment Assessment report, updated Azure design documentation, and a Project Plan that contains the tasks for this SOW's activities. The Service Provider will update the progress on tasks in the project's micro project plan along with Start and Completion dates. Progress on tasks will be entered during / between working sessions for each task, as appropriate. An updated micro project plan will be sent to the Client after every working session.

Completion Criteria

The Completion Criteria are as follows:

- The deployment of services is completed and reviewed with the Client.
- The Service Provider presents final project deliverables.
- The Client agrees in writing that tasks and deliverables have been satisfied.
- The Client signs the Project Close form.
- Hours are exhausted and the project is not extended.

Project Management

A Service Provider resource will work with Client to oversee the project to completion. This resource will be the primary contact during the project. This resource will oversee tasks include but are not limited to:

- Conduct the kickoff meeting to ensure all project deliverables expectations are defined.
- Coordinate timelines, budgets, and closure are met within the project duration.
- Provide project status update.
- Facilitate change orders as required.

No intellectual property (“IP”) is created as a result of this engagement. To the extent that the Deliverable(s) includes Service Provider’s pre-existing IP, Service Provider grants to Client a perpetual, royalty-free, worldwide right to use the technology imbedded in the Deliverable(s).

Protected Health Information (PHI)

The Service is not one that requires processing or storage of individual PHI by Service Provider. Access, if any, to PHI is incidental.

Roles and Responsibilities

The Client agrees to the following roles and responsibilities:

1. The Client will ensure the timely backup, removal, protection, and restoration, as applicable, of any programs, data and removable storage media contained in the computer products, hardware or software, before rendering same for service and the restoration of all data after the completion of service.
2. Any workstation “touches” that need to take place will be the responsibility of the Client unless otherwise agreed to by the Service Provider.
3. The Client IT staff will respond to requests for information or assistance in a timely manner (e.g. that same day of the request is made) in order to keep the project on track.

4. At least one member of the Client's IT or Project Management staff will be dedicated to the project at least 50% of the time.
5. The Client is responsible for making changes or additions to the current load balancing solutions, firewalls, or routers to support proper communication routing.
6. The Client is responsible for meeting the minimum requirements for all services included in this Statement of Work. This includes and updates or patches to systems in use.
7. The purchasing of any/all required 3rd Party SSL Certificates is the responsibility of the Client.
8. The Client is responsible for organizing and coordinating all Client resources/users for any steps of this SOW where their interaction is required. This includes Design Sessions, migration validation and any applicable UAT.
9. The Client is responsible for any End User Support where needed (cutovers, migrations, troubleshooting, etc.).
10. The Client is responsible for decommissioning of resources and ultimately the source forest at a time when appropriate.
11. The Client is responsible establishing/maintaining any/all forest trusts and network connectivity between forests.

Engagement Specific Assumptions/Terms

The following assumptions will be associated with this SOW:

1. The Service Provider assumes no liability for the loss or recovery of data or programs.
2. The Service Provider assumes that the existing environment is stable, properly configured and free of critical errors in the event logs.
3. All required hardware, software and licensing will be on-site prior to project commencement.
4. All required hardware will be racked, configured and boot tested prior to the Service Provider's project commencement unless otherwise agreed to by the Service Provider.
5. The Service Provider assumes all service tasks included in this SOW will be performed contiguously unless otherwise stated.
6. All work will be performed remotely unless otherwise noted.
7. The Client will ensure any/all required firewall ports are opened per specifications outlined.
8. The Client will provide licensed Admin access to all environments required to complete this project as requested by the Service Provider.
9. Project commencement is currently 3-5 weeks from SOW signature.
10. Groups from the source will not be migrated, Client has created net new Groups and OUs in the target for source domain users and workstations to be added to following migration. This is a Client activity.
11. The Client has provisioned a new AD CS based 2 Tier PKI in the target domain and the source domain PKI will be decommissioned.

12. The Service Provider assumes that the Client has already provisioned print services in the target forest.
13. The Client has indicated that they have recreated groups, OUs and GPOs in the target to be used. The Service Provider will validate these resources/objects are created correctly in the target and document what will be used in the target vs migrated from the source.

Out of Scope

Unless otherwise stated within this SOW, the following tasks/deliverables are specifically excluded:

1. Installation/configuration of software not specifically listed.
2. Setup, cabling, or configuring of any LAN/WAN hardware.
3. Development or debugging of any scripts.
4. Formal technical or classroom training.
5. Remediation of certificate mismatch warnings.
6. Remediation of any Active Directory issues.
7. Re-configuration of user applications.
8. Third-party integration of any kind unless specifically indicated in this SOW.
9. Any aspects of User Adoption or Change Management.

Pricing

Name	Price	QTY	Subtotal
Senior Systems Engineer Install Deployment	\$255.00	160	\$40,800.00
Project Manager	\$108.00	32	\$3,456.00

Subtotal **\$44,256.00**

Total \$44,256.00

Unless otherwise noted in this SOW, pricing is based on the following assumptions:

1. This quote for Services is valid for 60 days from the date delivered to the Client.
2. Pricing included within this SOW does not include any applicable taxes
3. All project tasks will be performed contiguously.
4. Services will be provided during local service hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Economic Change Adjustment

An economic change adjustment (ECA) will be applied to the services fees beginning in the first month of the second year of the contract and annually thereafter. The ECA amount applied will be the percentage change of CPI-U over the previous 12-months (fiscal year) or 5%, whichever is less. If the change in CPI-U is zero or negative, the ECA for that year will be zero. The ECA represents the percentage increase to all services fees for the next fiscal year. The ECA will be calculated as follows:

- **ECA Factor** = (Actual Inflation Index – Previous Year Index) / (Previous Year Index)
- The ECA percentage represents the percentage change over the previous 12-month period.

In addition, in the event that Connection's cost to provide a Product or Service unexpectedly increases due to factors outside of its reasonable control, Connection shall be permitted to adjust Pricing upon reasonable written notice to Client in order to compensate for such increased costs

Pricing Terms

This is a Time and Materials engagement and the pricing listed is estimated. The actual number of units (hours, etc.) required to complete the project will not exceed this estimated amount without an approved change order signed by both parties.

Expense Terms

There are no anticipated expenses for the project included in the price.

Invoicing Terms

The Client agrees to be invoiced monthly for any services rendered prior to the invoice date.

For applicable time and materials engagements, Client agrees to be invoiced for actual time and materials up to 20% beyond the original estimate.

Signature

By signing this Statement of Work, client agrees to all sections of this Statement of Work and to provide full and timely payment for completion of Services per the terms and conditions of this Agreement.

1. Service delivery will be scheduled following Service Provider’s receipt of this signed Statement of Work and, if applicable, the accompanying purchase orders (PO), unless otherwise agreed upon by Client and Service Provider.
2. The estimated dates for beginning and conducting the project will be mutually agreed upon by Client and Service Provider.
3. Client delays to the project schedule may incur additional costs.
4. Upon execution of this Agreement, please deliver signed Agreement to Account Manager and or SOW Author listed on page 1 of this document.

ACCEPTED BY: GovConnection, Inc. d/b/a Connection	ACCEPTED BY: City of Cumberland
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

Purchase Order



STATEMENT OF WORK ("SOW")
Mayor & City Council of Cumberland-AD Migration

SOW dated as of March 20, 2024 (Effective Date) between
MAYOR & CITY COUNCIL OF CUMBERLAND ("Client") and **Long View Systems Corporation (USA) ("Long View")**

LONG VIEW: Long View Systems Corporation (USA)
1221 McKinney Street, Suite 4150
Houston, Texas 77010
Account Manager: Steve Griffin
Email: Steve.Griffin@lvs1.com

CLIENT: Mayor & City Council of Cumberland
57 North Liberty St
Cumberland, MD 21502
Contact: Brian Glisan
Email: brian.glisan@cumberlandmd.gov

Expiry and Timing: This SOW is only valid if signatures of both Parties are received within 30 days of this SOW's Effective Date, unless otherwise noted and approved by an authorized representative of Long View. Long View reserves the right to revise this SOW and amend pricing if work under this SOW does not commence within **30 calendar days** of the start date indicated in the SOW Term section of this SOW.

MAYOR & CITY COUNCIL OF CUMBERLAND

Long View Systems Corporation (USA)

Signature

Signature

Name

Name

Title

Title

Date

Date



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Services Overview

Client recently met with Long View to discuss an Active Directory migration. Client has requested Long View to provide a proposal via a SOW for an Active Directory migration.

Long View understands the objectives of the engagement to be as follows:

OBJECTIVE	OUTCOME	SOLUTION	MEASURE
Consolidate their Active Directory infrastructure to a new environment separate from the County environment.	All Domain services including users and workstations consolidated in the new Active Directory.	Design the migration approach and ensure environment is secure following best practices. Migrate all services to new Active Directory using Quest ODM.	Any services in legacy Active Directory have been migrated to new environment.

Term

The dates below are target engagement start and end dates only and to be used for planning purposes. Once this SOW has been fully executed the Long View project manager will engage Client’s stakeholders to discuss, and agree upon an engagement start date, approach, engagement duration and engagement end dates prior to the official project kick off.

The engagement duration will be impacted by various factors, some of these are as follows:

- Project critical path;
- Client resource availability and allocations; and,
- Long View resource availability and allocations.

Target Engagement Start Date: April 1, 2024

The engagement start date is further dependent upon the following.

- This SOW being fully executed by Client and Long View;
- Availability of the Long View consultants; and,
- Availability of Client resources (people, servers, services, and devices, etc.);
- Timely onboarding and environment access as required to deliver the scope of work in the SOW; and
- Completion of all pre-requisites mentioned in this SOW.

The engagement end date will be dependent on the start date as discussed above, the project delivery plan and schedule agreed to with Client.

Target Engagement End Date: June 30, 2024

Scope & Milestones

Milestone 1 – Project Planning

LONG VIEW IN-SCOPE:

1. Project kick-off.
2. Project schedule creation.

MILESTONE DELIVERABLES:

1. Project kick-off meeting with minutes.
2. Project schedule.

Milestone 2 – Technical Design

LONG VIEW IN-SCOPE

1. Create the Remediation plan (MS Word format) that details the steps that must be taken to update or correct configurations in the existing environments to support the migration.
2. Meet to deliver an Active Directory (AD) Design workshop for the new environment, including DNS (Domain Name System), DHCP (Dynamic Host Configuration Protocol), GPO, OU structure and new RBAC (Role-Based Access Control) delegation model.
3. Perform Security workshop to determine security baseline for new Active Directory.
4. Meet to deliver an Active Directory migration workshop to ensure proper understand of toolset, approach and end user experience.
5. Deliver high-level Migration approach documentation, including Security recommendations document.
6. Develop Test and User Acceptance Testing plan for migrated users.

LONG VIEW OUT OF SCOPE

1. Remediation of any Active Directory Issues including but not limited to Domain Controllers, AD DS Services, GPO Application, Replication, Firewalls, Routing, DNS, DHCP, Roaming Profiles/Folder Redirection, Tombstoned servers or Metadata, Ports.

CLIENT IN-SCOPE

1. Provide necessary access to resources (people, process, technology) to perform discovery of current environment.
2. Participate in scheduled design meetings.
3. Assist project team with performing a user account to workstation mapping.
4. Assist project team with contacting application owners that will be impacted by migration activities.

MILESTONE DELIVERABLES

1. Workshop minutes and actions
2. Detailed migration approach document for new Active Directory.
3. High-level Migration approach documentation from both AD and tenant.
4. Draft test plan

Milestone 3 – Engagement Implementation

LONG VIEW IN-SCOPE

1. Provision relevant accounts to support migration efforts.
2. Configure 2-way forest trust between all relevant Active Directories.
3. Deploy and configure Quest OnDemand Migration Manager.
 - a. Software deployment on new standalone server in source and target environment.
 - b. Configuration of new Quest Domain Pair between source and target environment.
 - c. Enabling of synchronization of users and groups to new environment.
 - d. Enabled SIDHistory and Password synchronization.
4. Pair source accounts with already created target accounts for migration readiness.
5. Creation of test plans for pilot Active Directory migrations.
6. Migrate up to 5 dummy pilot accounts and computers using Quest.
7. Perform permission processing on all file servers and NAS devices to support co-existence from new Active Directory, up to 10 application servers.
8. Provide assistance with Google Identity Sync for migrated users, up to 8 hours.
9. Assist with hardening of Target Active Directory based on provided documentation, up to 6 hours.

LONG VIEW OUT OF SCOPE

1. Active Directory clean-ups including OU restructuring and removing stale accounts.
2. Migration of any server with unsupported operating system or unsupported applications (example: applications not currently support by their vendors at the time of the execution of the project i.e., Microsoft Server 2003)
3. Migration of Bitlocker settings using remote migration package.
4. Development of any end user communication.

CLIENT IN-SCOPE

1. Provide names for the pilot execution.
2. Assist project team with performing a user account to workstation mapping.
3. Assist project team with contacting application owners that will be impacted by migration activities.
4. Provisioning and OS configuration of Quest Migration server(s).
5. Develop end user communication.
6. Engage Communications Team to assist with delivering Communication to pilot users.
7. Configuration of firewall and network as per requirements.

MILESTONE DELIVERABLES

1. Quest ODM environment configured and tested.
2. Active Directory Hardening configured.
3. Google Identity working for migrated accounts from new environment.

Milestone 4 – Pilot and Production Migration

LONG VIEW IN-SCOPE

1. Perform pilot migration of up to 10 users and workstations.
2. Assist pilot group with execution of UAT.
3. Perform required changes to environment after pilot migration.
4. Migrate up to 300 users and workstations to new Active Directory using Quest ODM, across up to 5 batches.
5. Post migration support, up to 12 hours in total.
6. Assist with migration or reconfiguration of up to 10 application servers, limited to migration of server to new domain or assist with LDAP reconfiguration.

LONG VIEW OUT OF SCOPE

1. Active Directory clean-ups including OU restructuring and removing stale accounts.
2. Migration of any server with unsupported operating system or unsupported applications (example: applications not currently support by their vendors at the time of the execution of the project i.e., Microsoft Server 2003 or Linux)
3. Support or troubleshooting any 3rd party applications.
4. Migration of Bitlocker settings using Remote migration package.
5. Performing Desktop Support functions during and post rollout.



6. AD migration of any clustered servers or multi-replicated resources to target domain (i.e., DFS, File Shares, Database Clusters, Printer Servers, etc.).
7. Decommissioning of any non-migrated servers or workstations.

CLIENT IN-SCOPE

1. Prime contact for any escalations related to 3rd party applications.
2. Perform first level support
3. Reconfiguration of applications on application servers.

MILESTONE DELIVERABLES

1. All users and computers migrated to new Active Directory.
2. Relevant application servers migrated or reconfigured to new environment.

Project Control, Monitoring, and Management

LONG VIEW IN-SCOPE

1. Up to one (1) scheduled project status meeting per week of up to 1-hour each, up to 10 weeks.
2. Provide weekly project status report to the Long View and Client project teams.
3. Minutes from every meeting to be distributed to the Long View and Client project team.
4. Management of deliverables, including alignment to timelines and costs.
5. Management of sign-off from Client on needed deliverables.
6. Any changes to the scope of this project require the written agreement of both Parties via the agreed to project change request process.
7. Project Communications approach to be agreed to by both Parties at project initiation.

CLIENT IN-SCOPE

1. Either remove any accounts provisioned to Long View resources OR cycle all passwords associated with those accounts at project close.

MILESTONE DELIVERABLES

1. Project status meeting minutes.
2. Weekly project status reports.
3. Project closure meeting with minutes.

Milestone Governance

Additional Out-of-Scope Considerations

Work that is not included in the In-Scope section is considered to be out of scope. Any out-of-scope work must be verified and pre-authorized by Client prior to commencement through the project change request process. Out of scope work is billed on a time and material basis.

1. Long View is not responsible for defects in hardware/software products. Effort and/or expense related to the investigation and/or remediation of issues deemed due to product defect, by Long View or the product vendor, may be billed as Out of Scope work at Long View's sole discretion. If an issue is deemed Out of Scope due to a product defect, Long View may require written authorization to amend the scope, pricing or any other aspect of the project before proceeding. Neither the determination that an issue is a product defect nor the requirement for a written authorization, during the course of the project, will affect the validity and enforcement of all aspects of the existing Project contract by Long View. Dispute of an issue being a product defect and/or refusal to provide a written authorization shall not give cause for cancellation of the Project and/or any withholding or delays in payment. In the event the Project does not proceed, all payments for work completed and/or materials/products delivered become payable immediately per the original terms.
2. Services do not include the following: integration with programmability, Representational State Transfer (REST) or application programming interface (API).

Project Expectations

1. Standard working times are between 8 am and 5 pm Central time zone on Monday through Friday.
2. Client and Long View designate a single point of contact to whom communications in regard to this SOW may be addressed and who has the authority to act on all aspects; shall be available during standard business hours; and shall designate a backup contact for when the primary contact is not available.
3. If the scope includes a Discovery Phase, the estimates of schedule and budget may change as a result of findings.
4. All changes (scope, schedule, and budget) go through the project change request (PCR) process (via the project manager) established at the start of the project.
5. Long View follows Client's change control process. If Client does not have a change control process in place, then a change control process is put in place at the start of the project. Any and all environment changes go through the process via the project manager.
6. Client has assigned its own project manager that has working knowledge of the organizational structure and will facilitate access to stakeholders and scheduling Client resources, meeting scheduling etc.
7. Any delays Long View experiences when working with Client may be escalated to Client's executive sponsor for resolution. Work is assumed to be contiguous; project delays will result in a PCR and may increase project costs as well as impact project schedule. Additionally, project team members may become unavailable due to other scheduled commitments.
8. Unless otherwise stated, review cycles for project deliverables are limited to one iteration.



9. Key stakeholders will be identified as an outcome of the project initiation phase. All expectations and assumptions will be validated as an outcome of this activity prior to moving forward with the project.
10. Client Project Sponsor will communicate schedule, expectations, responsibilities and provide access to key Client project resources and/or operational staff.
11. Client will communicate the implications of this project to any user who may experience impact as a result of work performed by Long View.
12. The project will be executed remotely only. If travel to any other location is required by Client, this will be considered out of scope and charged in accordance with the terms of this SOW (i.e., Travel, accommodation, meals, and time).
13. Client employees are available and ready to assist in the project if required, including testing, documentation review and sign off. Any delays in agreed to response times will be escalated and may trigger a PCR.
14. Client will identify operational enablement requirements during the initiation phase which will then be incorporated to the project plan. Changes to documented requirements may trigger a PCR.
15. The escalation matrix detailed below will be used during the execution of this project:

LEVEL	LONG VIEW	CLIENT	TRIGGER	RESOLUTION TIME
1	Project Manager	Project Manager	Scope changes Schedule changes Resource changes	2 business days
2	Client Success Manager	Director/Manager level	Level 1 is unable to resolve the issue(s) in the required resolution time	2 business days
3	Executive Sponsor	Project sponsor or Senior Executive	Levels 1 and 2 are unable to resolve the issue(s)	1 business day

16. Long View will engage in troubleshooting issues identified during the execution of this SOW that are specific to the defined In-Scope items:
 - a. This includes troubleshooting any failed test cases from the defined and signed off test plan.
 - b. If the issue investigation confirms the defect or problem is outside of Long View's scope, a project change request may be required to engage Long View to assist in resolving the issue(s).
 - c. Client resources will be required to promptly approve and retest any proposed solutions.
 - d. If Client subscribes to Long View Managed IT Services, troubleshooting and remediation efforts are limited to devices and / or technologies under contract.
17. At project close out, Client will either remove or cycle passwords for all accounts provisioned to Long View resources during project execution.



Project Pre-requisites

1. Client has service agreements in place for all hardware and software that Long View can use for technical assistance as required.
2. All required hardware and licensing are in place and any related media and documentation is available for reference.
3. The existing data center is ready to house any new equipment and all required server, network, and storage hardware will be in place and operational prior to project kickoff in the target domain.
4. Client to share all existing documentation regarding the engagement scope with Long View's consultants as required.
5. Valid data backups are in place for use as needed and the existing systems are patched to current levels and are deemed healthy.
6. Client will provide credentials required to perform all deliverables specified in this SOW. Access requirements, approach and provisioning deadlines will be determined during the planning activities.
7. Client will provide any necessary health and safety training / protocols to Long View's consultants.
8. The VPN is fully routable so users can connect to both source and target environments from the same connection.
9. Client will be responsible for performing backup of the migration tools. The backup would need to be done on the initial state of the server's configuration. Long View to provide input on appropriate backup schedules.
10. An accurate inventory of users and their workstation exists.
11. Client will provision and deploy dedicated servers for Quest Migration tools.
12. Client can use their public domain as part of the User Principal Name for each user.
13. Client will complete the required setup and configuration tasks as per the design document and as per the established project schedule to avoid project delays.
14. Client will provision, deploy, and configure required servers and other required infrastructure items, included firewall ports, per design document and as per established project schedule to avoid project delays.



Risk

Commented [PB1]: << List any risks that are unique to this project and consider what mitigation activities would be required. Ensure that those activities are covered in your WBS. >>

The following section describes risks that should be considered throughout the project.

Risk	Probability	Impact	Impact To	Risk Response
Scope changes	Low	High	Schedule Cost Quality	Follow PCR process.
Hardware Failure	Low	High	Schedule Cost	Client and/or Long View Account Manager will engage vendor support as required.
Project schedule changes	Low	High	Resource availability Schedule Cost	Follow PCR. Follow communication and escalation process to ensure project deadlines are met. Communicate changes with as much notice as possible.
Resource transitions	Low	High	Schedule Cost Quality	Follow PCR process. Follow communication and escalation process to ensure project deadlines are met. Communicate changes with as much notice as possible.
Non-project related timing delays such as operational requirements, vacation, training or medical	Low	High	Schedule Cost Resource availability Quality	Clearly define the availability of internal resources and communicate/ define their roles in the project. Assign secondary resources to assist should the primary resource not be available.
Network bandwidth issues	Medium	High	Schedule Cost Quality	Baseline bandwidth during pilot migration activities. Reconfirm the speed of production migration. Plan to stagger migration activities where possible.
Inaccurate inventory information exists for users and their associated workstation(s)	Medium	Medium	Schedule Quality Cost	Modify migration approach to separate user and workstation migrations into separate phases. Education through communication to end users on how to login to the new Domain on a legacy domain joined PC will need to be provided. A separate workstation migration phase will need to occur where workstations are targeted for migration.
Broken User Profiles	High	Low	Quality	Resource Processing of workstations will be performed prior to migrations, ensuring security and profile registry settings are prepared well in advance of the migration. Troubleshooting documentation and software will be provided to aid in reactively fixing these should they occur.
Applications fail to authenticate or work with the new AD Domain	Low	High	Schedule Quality Cost	Alpha Testing and Beta testing will help to mitigate the possibility of any application issues during production migrations. User and workstation migration can be rolled back so they can continue to function with their application(s) should this happen.
Users or Workstations unavailable during scheduled migration times	Medium	Low	Schedule Cost	Users or workstations unavailable for migrations should be scheduled ASAP after their absence. If users and workstations remain after the scheduled migration timelines the PCR process should be followed to account for additional time and effort.
IT Staff availability during migration	Medium	High	Schedule Cost Quality	Client will ensure there are resources available and engaged during the migration process of AD and Exchange to ensure a successful handoff.



Engagement Budget

Time and Materials Project

The budget indicated is representative of the scope defined in this SOW. All costs are billed on a time and materials basis. Client will be charged for actual time and materials incurred delivering tasks specifically outlined in the *In-Scope* section of this document.

This costing is based on discussions to date with Client and is considered to be an estimate based on Long View's industry experience with projects of similar size and objectives. If the project is more or less hours, Client will be invoiced accordingly.

Work Package	Phase	Estimated Time Required	Estimated Cost
1	Project Planning and Technical Design	66 Hrs.	\$13,421
2	Engagement Implementation	99 Hrs.	\$20,120
3	Pilot and Production Migration, Post Go Live Support and Project Close	128 Hrs.	\$25,985
Total Estimated Cost (Applicable taxes are not included)		293 Hrs.	\$59,526

All prices listed are in USD.

Invoicing for time and materials projects will occur at the end of every month and will not exceed total estimated cost.

Service Locations

- 57 N. Liberty St. Cumberland, MD 21502

Disclaimers

Reference and Survey Requests

Long View may request to use this project as a reference. Long View creates practice and project outline documents for prospective Clients and is often requested to quote past project experience in Request for Proposal (RFP) and Request for Information (RFI) responses. We are required to provide project information about completed projects in order for Long View to attain and maintain certain manufacturer certifications. In some cases, Clients are asked to complete a survey on the success of a project. Manufacturer partners often follow up on these surveys to ensure accuracy and Client satisfaction.

Long View will always request the use of the information when it is required and will not submit any information on this project or your organization without prior consent.



Terms and Conditions

In consideration of the terms and conditions below and the supply and purchase of services (the "Services") and/or material, goods, and equipment (collectively, "Equipment") described on the cover page hereto and any schedule and/or appendix attached hereto or incorporated by reference hereto, Long View and Client (individually "Party," together "Parties") agree as follows:

1. Invoicing. Fees, costs, expenses, and other amounts will be billed by Long View as provided in this SOW or done on a time-and-materials basis, at rates identified in this SOW, and invoiced, from time to time by Long View. Each invoice will include sufficient detail, supported by receipts, documentation, and other information so Client may verify the invoice. Invoices and/or notices will be sent to Client at:

Client Name: Mayor & City Council of Cumberland

Contact:

Invoice Email Address:

Phone:

2. Adjustment of Service Rates. Long View reserves the right to reasonably adjust Service rates, on an annual basis if the CPI changes by one half a percent (1/2%) or more.
2. Travel. Client will reimburse Long View, or pay directly, all reasonable and documented travel, lodging and related expenses which are incurred by Long View personnel in performing this SOW for Client-on-Client approved travel, such approval to be provided in advance, in writing. Reimbursable charges for lodging and expenses will not exceed the commercially reasonable rates for the geographic area where the work is performed.
4. Payment. All amounts invoiced by Long View include all applicable Taxes and Related Fee's. Amounts invoiced are due and payable within thirty (30) days of invoicing by Long View of a proper invoice. Payment shall be made by electronic funds transfer or cheque. A late payment charge of one and one-half percent (1½%) per month (annual rate of eighteen percent) will be added to any amounts more than thirty (30) days past due, which amounts have not been previously disputed in good faith and in writing within thirty (30) days of the Client's receipt of invoice. Any amounts disputed and later found to be owing shall bear interest at the above rate until paid in full. Client is responsible for any collection costs, including reasonable attorney's fees.
5. Taxes.
 - a) Long View's fees do not include any applicable federal, state, county, or other sales taxes, use or property related taxes applicable to transactions under this SOW (the "Taxes") or any shipping, insurance, customs and duties and other amounts applicable to transactions under this SOW and not specifically provided for (together with the Taxes, the "Related Fees"). Long View will separately line-item in its invoices the Related Fees applicable to the invoiced transactions. Client will pay such Related Fees to Long View in connection with its payment of the applicable invoice. To the extent Long View establishes that the Taxes on an invoice have been issued in error, Long View can reissue an invoice. Client will pay any additional Taxes owing or provide support that the Client self-assessed the taxes and paid them to the applicable governmental authority. Both Parties are responsible for familiarizing themselves with the current laws on the Taxes that are subject to this SOW, including (with respect to Client) the validity of any tax exemption certificates the

Client believes are applicable. If Client believes that an exemption is applicable a valid exemption certificate must be provided prior to invoicing otherwise applicable taxes will be charged.

- b) Client shall fully reimburse Long View for any Related Fees Long View may pay on behalf of Client within thirty (30) days of Long View's written request for such reimbursement, subject to the provision of reasonable evidence by Long View to Client that Long View paid such taxes. Client is fully responsible for any Taxes, penalties and interest imposed on Long View or otherwise arising out of a transaction to the extent resulting from a tax exemption certificate furnished by Client that is finally determined by the applicable governmental authority to be invalid.
 - c) If any Taxes are required to be withheld on payments made by Client to Long View, Client may deduct such Taxes from the amount owed to Long View and pay them to the appropriate taxing authority, but only if Client promptly secures and delivers an official receipt for those withholdings and other documents reasonably requested by Long View to claim a foreign tax credit or refund. Client must deliver the receipt within sixty (60) days of payment of the Tax, or maximum time allowed for delivery of the receipt under Law. Client will use reasonable efforts to ensure that any Taxes withheld are minimized to the extent possible under Law. The withholding taxes referred to in this section apply to withholding taxes required by the taxing authorities on payments to Long View only.
6. Limitation of Liability. NEITHER PARTY IS LIABLE TO THE OTHER FOR LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS SOW, DIRECTLY OR INDIRECTLY, OR OTHERWISE, EVEN IF THE PARTY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION OR THEORY ASSERTED. IN NO EVENT WILL LONG VIEW'S LIABILITY TO CLIENT EXCEED THE AMOUNTS CLIENT PAID TO LONG VIEW UNDER THIS SOW (EXCLUSIVE OF ANY AMOUNTS PAID TO THIRD PARTY SUPPLIERS OF EQUIPMENT) IN THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM TO A MAXIMUM OF ONE MILLION DOLLARS.
7. Independent Contractor. In connection with this SOW, each Party is an independent contractor and as such will not have any authority to bind or commit the other. Nothing in this SOW will be deemed or construed to create a joint venture, partnership, or agency relationship between the Parties for any purpose, save and except for any acquisition of equipment from third-parties for the Client. No employee, agent, representative or affiliate of Long View has authority to bind Long View to any oral representations or warranty concerning the Services or equipment. Any written representation or warranty not expressly contained in this SOW will not be enforceable.
8. Confidentiality.
- a) Confidential Information includes, but is not limited to, all confidential, technical, and business information relating to this SOW, research and development, Services processes, costs, profit or margin information, marketing, production, unreleased products, future business plans and any other information or data not previously known that could reasonably be considered confidential or proprietary.
 - b) Scope. Each Party acknowledges that it may acquire information and material that is the other Party's confidential, proprietary or trade secret information. The Parties' respective obligations with respect to Confidential Information also extend to any third-party's confidential or proprietary information disclosed to such Party by the other Party in the course of performance of this SOW. Confidential Information must be identified in writing at the time of disclosure, or, if not identified in writing, based on the circumstances surrounding disclosure, such information should reasonably be considered as confidential or proprietary.



- c) Use. Each Party will take all steps reasonably necessary to hold in confidence the other Party's Confidential Information. Each Party must hold such Confidential Information in strict confidence, not to disclose it to third Parties or to use it in any way, commercially or otherwise, other than as permitted under this SOW. Each Party will limit the disclosure of the Confidential Information to employees, or directly related subcontractors with a need to know, who: (i) have been advised of its confidential nature; and (ii) have acknowledged the express obligation to maintain such confidentiality. Each Party will indemnify the other Party (including, without limitation, attorney's fees, and costs) for any breach of the terms of this confidentiality obligation by its employees or third-party subcontractors
- d) Exceptions. Notwithstanding the foregoing, information and material received by one Party from the other Party will not be considered to be Confidential Information if: (i) it has been published or is otherwise readily available to the public other than by a breach of this SOW; (ii) it has been rightfully received by the receiving Party from a third party without confidential limitations; (iii) it has been independently developed by the receiving Party by personnel having no access to the Confidential Information; or (iv) it was known to the receiving Party prior to its first receipt from the disclosing Party. If either Party is requested or required to disclose any Confidential Information of the other Party by order of a court, governmental entity, or by applicable law, including public disclosure law, the Party so ordered, to the extent it is legally able to do so, will provide prompt notice to the other Party so that such Party may obtain appropriate protective orders.
- e) Injunctive Relief. In the event of actual or threatened breach of the provisions of this section 9, the non-breaching Party may not have an adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.
- f) Notice. In the event either Party knows or should reasonably know that any third-party has gained unauthorized access to Confidential Information, the knowing Party must immediately notify the other Party in writing of the full particulars of such access or disclosure.
9. Entire Agreement. This SOW, including any attachments, sets out the entire agreement between the Parties relative to the subject matter of this SOW and supersedes all prior or contemporaneous agreements or representations, oral or written. This SOW may not be altered or modified, except by written amendment which expressly refers to this SOW and which is duly executed by authorized representatives of both Parties.
10. Additional Terms. No terms, provisions or conditions of any purchase order, acknowledgement, or other business form that either Party may use in connection with the Services will have effect on the rights, duties, or obligations of the Parties under this SOW or otherwise modify this SOW, regardless of any failure of the other Party to object to such terms and conditions.
11. Applicable Law. This SOW and its interpretation shall be governed by the laws of the without regard to the choice of law provisions. Any action to enforce any rights under this SOW may be brought in State of Colorado.
12. Non-Solicit. Client agrees that it, along with Client affiliates, shall act in good faith not to solicit services directly term or indirectly (the "Prohibition") from Long View employees, and contractors (the "Personnel") who are known to Client from their involvement in the provision of the Services until a period of six (6) months after termination of their employment with Long View, or a period of six (6) months after termination of this SOW, whichever is shorter. Without limiting the generality of the foregoing, the Prohibition shall include employment, contracting, sub-contracting, agency, partnership, or any other association with Client, or a Client affiliate. Should



Client or a Client affiliate breach this covenant, Client shall pay to Long View as liquidated damages and not a penalty, an amount equal to fifty (50%) percent of any fees or gross income earned during the last six months of the Personnel's employment or contract with Long View or the contractor, as the case maybe, which amount shall be due and payable on demand. Additionally, it is agreed that Long View may enforce this covenant by an injunction or otherwise. The foregoing Prohibition shall not apply if the Personnel seeks employment with Client as a result of a response to a general solicitation (newspaper, trade journal or other advertisement or job fair).

13. **Rights and Remedy.** Each right and remedy granted to Long View under this SOW shall be cumulative and in addition to any other right or remedy existing in equity, at law, by virtue of statute or otherwise, and may be exercised by Long View from time to time concurrently or independently and as often and in such order as Long View may elect. Any failure or delay on the part of Long View in exercising any such right or remedy shall not operate as a waiver thereof.
14. **Enforcement.** Client shall reimburse Long View for all charges, costs, expenses, and attorney's fees incurred by Long View in the enforcement of this SOW.
15. **Force Majeure.** Neither Party will be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, or strikes. In the event of any such delay, any applicable period of time for action by a Party may be deferred for a period of time equal to the time of such delay, except a Party's failure to make any payment when due under this SOW.
16. **Termination.**
 - a) Either Party may terminate this SOW for the material breach by the other Party if such material breach remains uncured for thirty (30) days after receipt of written notice from the non-breaching Party. Such notice must describe in reasonable detail the nature of the breach. Termination is in addition to any other remedies that may be available to the non-breaching Party.
 - b) In the event Client wishes to terminate or postpone this SOW prior to the start date, Client must notify Long View in writing seven (7) days in advance of the scheduled start date of work or a cancellation/ rebooking fee of 10% of the total cost of the SOW will apply (up to a maximum of \$15,000). After Long View receives notification and the SOW is cancelled, Long View will bill Client only for the Services rendered.
 - c) This SOW may be terminated by either Party at any time upon 15 days' written notice. In addition to the required notice, should Client wish to terminate this SOW for convenience, Client shall pay a termination fee of fifty percent (50%) of the remaining value of the SOW.



Pricing Proposal
Quotation #: 24628097
Created On: 3/18/2024
Valid Until: 3/29/2024

MD-City of Cumberland

Public Sector - Inside Account Executive

Brian Glisan

57 North Liberty Street
Cumberland, MD 21502
United States
Phone: 301-759-6408
Fax:
Email: brian.glisan@cumberlandmd.gov

Olivia Scharnikow

300 Davidson Ave
Somerset, NJ 08873
Phone: 8005276389 ext. 6245893
Fax:
Email: olivia_scharnikow@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 ON DEMAND MIGRATION ACTIVE DIRECTORY PER MIGRATED USER ACCOUNT 24X7 SAAS SUBSCRIPTION PACK DLT SOLUTIONS LLC - Part#: 1020-19113 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	250	\$18.31	\$4,577.50
		Total	\$4,577.50

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

File Attachments for Item:

. Order 27,445 - executing a donation agreement between the Mayor and City Council and Larry and Samantha Moon, for the donation of the parcel of real property at 208-210 Virginia Avenue and the improvements thereon, if any, to the City

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

ORDER NO. 27,445

DATE: April 16, 2024

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

THAT the Mayor be and is hereby authorized to execute a Donation Agreement by and between the Mayor and City Council of Cumberland the (“City”) and Larry Moon and Samantha Moon (“Owners”) for the Ownerr’s donation of the parcel of real property and the improvements thereon, if any, to the City:

- (i) 208-210 Virginia Avenue, Cumberland, MD 21502
Tax ID No. 04-038444
Land Records Book 722, Page 281

BE IT FURTHER ORDERED, that the City shall accept the deed effecting the transfer of said property, provided the contingencies in the Donation Agreement are satisfied, and the City Administrator and City Solicitor shall have the authority to determine whether those contingencies are met; and

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

Raymond M. Morriss, Mayor

DONATION AGREEMENT

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

RECITALS

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

208-210 Virginia Avenue, Cumberland, MD 21502 - described in the deed recorded in Land Records of Allegany County, Maryland in Deed Liber 722, folio 281 and identified as Tax ID No. 04-038444

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

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

WITNESSETH:

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

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

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

3. Estate/Condition. The Property shall be conveyed to the City in fee simple and in "AS IS" condition. The Owners shall convey the Property to the City by

means of a deed containing covenants of special warranty and further assurances. Said deed shall be delivered to the City at closing.

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

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

4.2. No Occupancy/Property Removal. This Agreement is contingent upon the Owners delivering the Property to the City free from tenants or inhabitants of any kind. The Property shall not be subject to any written or oral leases or occupancy agreements of any kind. All personal property, junk and debris shall be removed from the Property prior to closing. In furtherance of the foregoing, the City shall have the right to conduct a walk-through inspection of the Property within 48 hours before settlement.

If, notwithstanding the foregoing, personal property remains in the Property subsequent to closing, it shall be deemed abandoned and the City may dispose of it in any manner it sees fit without any liability therefor. In that regard, the Owners agree to indemnify and hold the City harmless from and against any and all liabilities, including, but not limited to, attorneys' fees, incurred as a result of or as an incident to the City's disposal of any personal property left behind in the Property subsequent to Closing. The parties agree that the covenants in this paragraph shall not merge into the deed effecting the conveyance of the Property to the City and shall survive closing.

4.3. Waiver of Contingencies. The City may waive any or all of the contingencies set forth in this section or elsewhere in this Agreement as to any or all of the Property by accepting a deed or deeds for the Property. Any waiver of contingencies shall not be effective to effect the waiver of the covenants contained in the second paragraph Section 4.2 above.

5. Appraisal. The Owners have the right to have the Property appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Property to the City. The appraisal shall be performed prior to closing or the date of the City's acceptance of the deed for the Property. Upon delivery of the deed for the Property and the City's acceptance of the same, the Owner shall provide the City with the appropriate tax documents relative to its eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgement required under 21 U.S.C. § 170(f)(8)¹¹. Upon the City's acceptance of the deed(s) and its receipt of the

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

(i) The amount of cash and a description (but not value) of any property other than cash contributed.

appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Property in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, the Owners shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to the Owners with respect to such matters.

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

7. **Possession.** The Owners agree to give possession and occupancy of the Property to the City upon the completion of closing.

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

9. **Representations and Warranties.** As of the date of the closing contemplated hereby and as to the period of time during which the Owners held title to the Property, the Owners warrant that the Property (including land, surface water, ground water, and improvements) has, by acts or omission or commission, not been subjected to contamination, including (i) any hazardous waste, underground storage tanks, petroleum, regulated substances or used oil as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any oil, petroleum products and their byproducts as defined by the Maryland Natural Resources Code, § 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iv) any hazardous substance as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended or by any regulations promulgated thereunder; (v) any substance the presence of which on, in or under the Property, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment or disposal. Notwithstanding the foregoing, if, subsequent to the date of the execution of this Agreement and prior to closing, the Owners disclose an environmental condition on the Property to the City, the City shall have the option to take title to the Property or any or none of the Property, as applicable, waiving and releasing its rights

(ii) Whether the donee organization provided any goods or services in consideration, in whole or in part, for any property described in clause (i).

(iii) A description and good faith estimate of the value of any goods or services referred to in clause (ii) or, if such goods or services consist solely of intangible religious benefits, a statement to that effect.

with respect to the aforesaid representations and warranties as to the matters so disclosed, or it may decline to take title to any of the Property without incurring any liability or obligations as a result of said declination.

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

11. Real Estate Taxes/Water & Sewer Bills/Municipal Infractions.

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

11.2. Water & Sewer Bills. The City will waive all City water and sewer bills presently due on the Property. The Owners shall be responsible for the payment of any water and sewer rents incurred subsequent to the Effective Date.

11.3. Municipal Infractions. All outstanding citations for municipal infractions due to property maintenance or nuisance infractions at the Property shall be withdrawn. If there are any pending court cases for those municipal infractions, they shall be dismissed. If any judgments have been entered for those municipal infractions, they shall be noted as having been satisfied.

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

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

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

15. Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United

States certified mail, postage prepaid, return receipt requested at the addresses stated below.

To the Owners:

Mr. & Mrs. Larry Moon
12423 Snyder Drive
LaVale, MD 21502

To the City:

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

with a copy to:

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

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

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

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

19. Waiver of Jury Trial. THE PARTIES HERETO EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH

ANY OR ALL OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND EACH OF THEM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUA(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

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

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

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

23. **Signing by Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign electronically (but not facsimile) transmitted copies of this Agreement. Once said electronically transmitted copies are fully executed, they shall have the same binding effect as would a signed original Agreement once delivered to the other party.

24. **Counterparts.** This Agreement may be executed in multiple parts, each of which shall be deemed an original and shall have the same binding effect as though a single original was executed by all of the parties hereto.

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

WITNESS/ATTEST:

Jenny Hart

Larry Moon (SEAL)
Larry Moon

3/28/2024
Date

Jenny Hart

Samantha Moon (SEAL)
Samantha W. Moon

3/28/2024
Date

**MAYOR AND CITY COUNCIL
CUMBERLAND**

Allison Layton ,
City Clerk

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

Date

THIS DEED, made this ___ day of _____, 2024 by and between **Larry Moon and Samantha W. Moon** (the “Grantors”), of Allegany County, Maryland, and **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Grantors do hereby grant, bargain and sell, release, confirm and convey unto the City, its successors and assigns, the following described property, to wit:

ALL that lot or parcel of ground situate in the City of Cumberland, Allegany County, Maryland, known as Lot No. 14 in the Cumberland Improvement and Investment Companies, Southern Addition to Cumberland, as described as follows, to wit:

BEGINNING for the said parcel on the East side of Virginia Lane (now Virginia Avenue) at the end of the first line of Lot No.13 of the Addition; and running thence with said line (Virginia Avenue) South 19 degrees 34 minutes West 42.50 feet; thence parallel with Second Street, South 71 degrees 26 minutes East 116-5/12 feet to Flora Alley; thence with the West side of said alley, North 18 degrees 34 minutes East 42.50 feet to the end of the second line of said Lot No. 13; and reversing said second line, North 71 degrees 26 minutes West 116-5/12 feet to the BEGINNING.

IT BEING the same property which was conveyed from Sean B. D’Atri and Brent R. D’Atri to Larry Moon and Samantha W. Moon by deed dated September 30, 2003 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 722, Page 281.

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

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

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

AND the said Grantors, for themselves and their respective personal representatives, heirs and assigns, do hereby warrant specially the title to the above-described property and covenant that they will execute such other and further assurances of the same as may be requisite or necessary.

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

WITNESS:

[Handwritten Signature]

Larry Moon (SEAL)
Larry Moon

[Handwritten Signature]

Samantha W. Moon (SEAL)
Samantha W. Moon

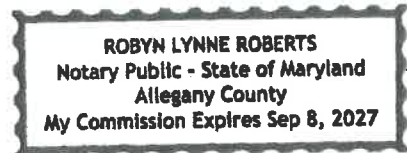
STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of March, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Larry Moon**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that he/she executed the same for the purposes therein contained; and he/she further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00; and he/she further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

[Handwritten Signature]
NOTARY PUBLIC

My Commission Expires: 09/08/2027



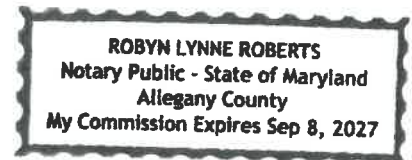
**STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:**

I HEREBY CERTIFY, that on this 28th day of March, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Samantha W. Moon**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that he/she executed the same for the purposes therein contained; and he/she further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00; and he/she further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

WITNESS my hand and Notarial Seal.

Robyn L Roberts
NOTARY PUBLIC

My Commission Expires: 09/08/2027



ATTORNEY CERTIFICATION

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

Michael Scott Cohen

File Attachments for Item:

. Order 27,446 - authorizing Let's Beautify Cumberland to pursue the placement of a clock on property owned by the City of Cumberland at Hendershot Park, contingent upon the successful receipt of all necessary approvals and permits

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

ORDER NO. 27,446

DATE: April 16, 2024

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

THAT, Let's Beautify Cumberland! be and is hereby approved to pursue the placement of a clock on property owned by the City of Cumberland at Hendershot Park contingent upon the successful receipt of all necessary approvals and permits.

Raymond M. Morriss, Mayor

Historic Preservation Commission
Certificate of Appropriateness Permit Application
Let's Beautify Cumberland! (LBC!)
Scope of Work

As envisioned by LBC!, the Cumberland Clock will be the centerpiece of Hendershot Park, located at the grand entrance to Downtown Cumberland at the convergence of historic Washington, Greene, Cumberland, and Baltimore streets. The clock will be within easy walking distance to George Washington's Riverside Park, the Western Maryland Scenic Railroad station, and the Allegany Museum. It will be a symbol of civic pride to everyone enjoying the Downtown shops and restaurants as well as outdoor activities like the Great Allegheny Passage.

To manufacture the clock, LBC! has chosen the Electric Times Company, which has placed thousands of clocks world-wide, including in Chrystal Lake, Illinois, Coopersville, Michigan, and Newport, Rhode Island. Incorporated in 1928, Electric Times Company hand-fabricates its clocks in Medfield, Massachusetts, and can still fix clocks it made more than 80 years ago.

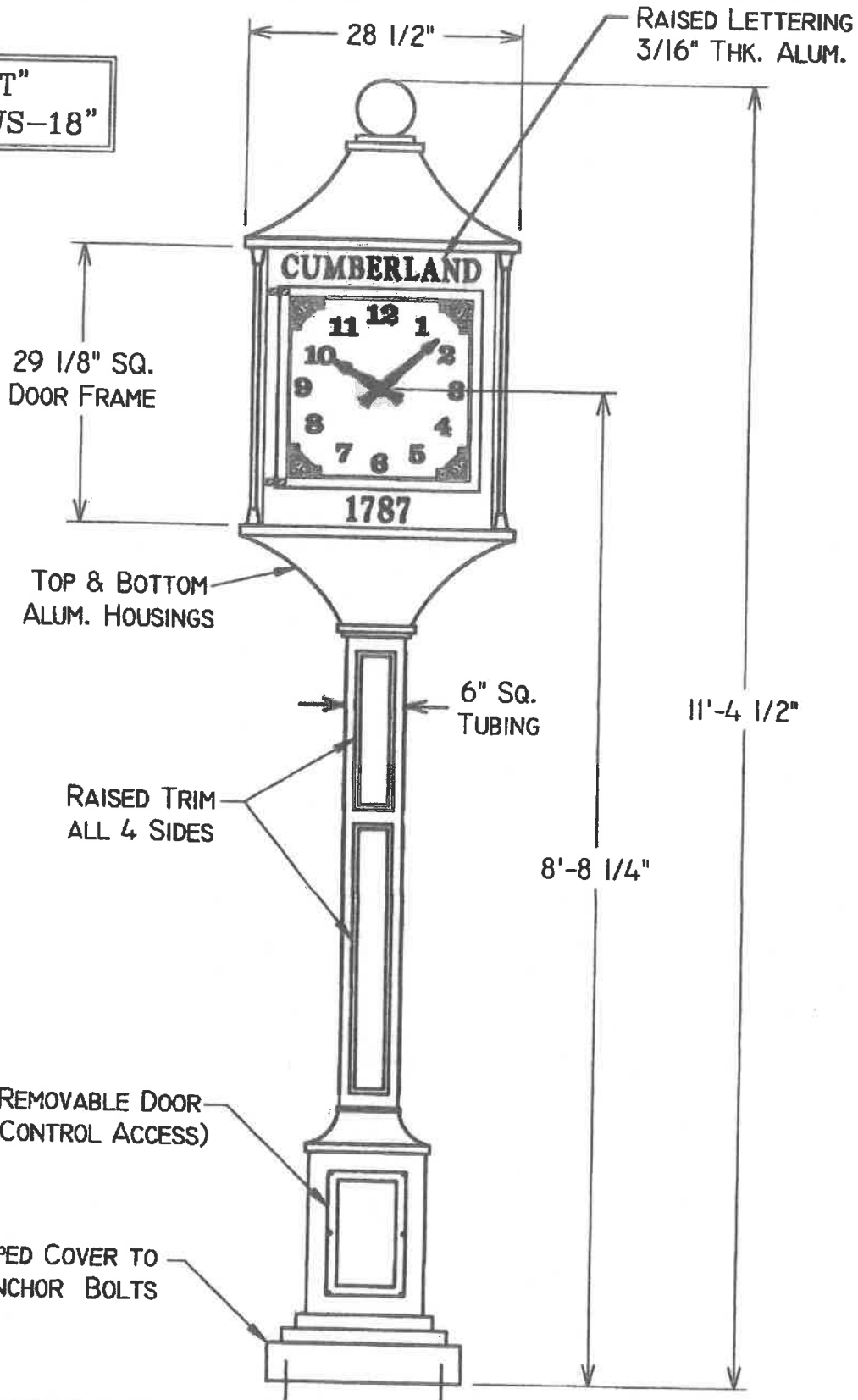
The style proposed for the Cumberland Clock is what is known as a "post clock" - free-standing, four-sided, and installed on a post for a total height of 11.5 feet. LBC! has chosen a forest-green color with dials on each of the four sides, illuminated by LED backlighting. The name "Cumberland" and founding date "1787" will appear on each of the four sides. The clock will be cast in aluminum for a stronger, sturdier frame and finished using a system tested for resistance to weathering, light, and corrosion. The clock movements will be made of brass and stainless steel that will not rust. A GPS function will keep current time and synchronizes the four faces.

LBC! is in active conversations with local businesses and the City of Cumberland to arrange to receive delivery of and install the clock, as well as to provide power through a dedicated electrical line. Considerations are also being made for security, lighting, and protection from vandalism. HPC approval would enable LBC! to finalize details and move toward a desired unveiling of the clock in conjunction with the Allegany County Historical Society's 2024 Heritage Days, September 14-15.


Upon HPC approval, LBC! would also go public with fundraising efforts on behalf of the Cumberland Clock Fund at Community Trust Foundation (CTF). Under a fund agreement with the City of Cumberland, CTF will provide professional oversight and fund management of tax-deductible contributions from enthusiastic supporters of the project. Money raised for the Cumberland Clock Fund will support construction, installation, and maintenance of the clock.

As a citizen's initiative devoted to making Cumberland a beautiful place to live, Let's Beautify Cumberland! respects and supports guidelines for historic preservation. LBC! hopes that the care taken in choosing design elements for the Cumberland Clock meets the Commission's standards while welcoming guidance on any details to improve the impact of the clock on the Historic Downtown cityscape. While reminding citizens to "make time" for their community, the Cumberland Clock will stand as a celebration of Cumberland's current economic revival and its historic past.

FACE: "T"
HANDS: "WS-18"



2PC. STEPPED COVER TO CONCEAL ANCHOR BOLTS

VIEW	LASER	PATH	M:\ACAD10\A-17093.DWG		
DRAWING	REVISIONS	TITLE	Small 4-Dial McClintock Hendershot Park (Cumberland, MD)		
		SCALE	DATE	DRAWN	APP'V
		As Noted	03-29-24	DMC	TDE
					

A-17093

File Attachments for Item:

. Order 27,447 - authorizing Change Order No. 2 to the Rehabilitation of Bridge A-C-06 Baltimore Street over Wills Creek (City Project 9-18-BR) with an increase of \$20,345.27, bringing the total contract price to an amount not to exceed \$4,856,848.65

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

ORDER NO. 27,447

DATE: April 16, 2024

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 2, with Carl Belt, Inc., 11521 Milnor Avenue, Cumberland, MD, 21502, for costs associated with the delay due to Verizon work for the Rehabilitation of Bridge A-C-06 Baltimore Street Over Wills Creek(City Project 9-18-BR), in an increased amount of Twenty Thousand Three Hundred Forty Five Dollars and Twenty Seven Cents (\$20,345.27), bringing the total contract price not to exceed to Four Million Eight Hundred Fifty Six Thousand Eight Hundred Forty Eight Dollars and Sixty Five Cents (\$4,856,848.65).

Raymond M. Morriss, Mayor

Original Contract Price	\$4,704,910.25
Change Order No. 1	\$131,593.13
Change Order No. 2	\$20,345.27
Total Contract Price after CO 2	\$4,856,848.65

Budget: 115.099Y.63000

Council Agenda Summary

Meeting Date: 4/16/2024

Key Staff Contact: Robert Smith, P.E.

Item Title:

Change Order No. 2 to Rehabilitation of Bridge A-C-06 Baltimore Street Over Wills Creek, 9-18-BR

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

This change order is for the costs associated with the delay in the project due to Verizon work that lasted several months. The costs include the following: rental costs, stored material costs, and utilities associated with the work site in the amount of \$20,345.27. This results in an overall increase of \$20,345.27 with the new contract value now being \$4,856,848.65.

Amount of Award: \$20,345.27

Budget number: 115.099Y.63000

Grant, bond, etc. reference: City Funds, Federal Highway Bridge Program Funds

CARL BELT
I N C O R P O R A T E D
C O N T R A C T I N G . . E N G I N E E R I N G

Telephone: 301-729-8900
FAX Number: 301-729-0163

11521 MILNOR AVENUE
UPPER POTOMAC INDUSTRIAL PARK

POST OFFICE BOX 1210
CUMBERLAND, MARYLAND 21501-1210

March 27, 2024

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

ATTN: MR. ROBERT SMITH

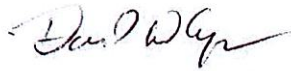
RE: *Rehabilitation of Bridge No. A-C-06*
Baltimore St. Over Wills Creek
City Project No. 9-18-BR / State Contract No. AL499ZM2 / F.A.P. No. STBG-210-1(23)E
Belt Job No. 4250
Delay Charges and Remobilization Costs

Dear Mr. Smith:

Carl Belt, Inc. is providing to you the attached documentation for remobilization and costs incurred during the Baltimore Street Bridge project delay caused by Verizon. Our costs for this have been kept to a minimum in order to continue our good working relationship with the City.

If you should have any questions, please contact me.

Sincerely,
CARL BELT, INCORPORATED



David W. Snyder
Estimator / Project Manager

Cc: CBjr/GG/DM/JB/MF/SF/File

DELAY CHARGES & REMOB COSTS

SHA Contract	AL499ZM2	FAP No.	STBG-210-1(23)E	Rehabilitation of Bridge No. A-C-06 Baltimore Street over Willis Creek	City Project No.	9-18-BR	Delay Claim Backup	Unit	Quantity	Unit Price	Sub Cost	Hourly Rate	Equipment	Unit Cost	Materials	Labor Cost/HR	Labor W/Burden
Delay Costs Incurred by Contractor																	
<i>Labor</i>																	
		HR			4											\$ 84.61	\$ 338.44
	General Foreman	HR			2											\$ 70.03	\$ 140.06
	Operator	HR			8											\$ 57.79	\$ 462.32
	Teamster	HR			4											\$ 68.56	\$ 274.24
	Laborer	HR															
<i>Equipment</i>																	
	Petibone Forklift	HR			2			\$ 109.83		\$ 219.66							
	Pickup	HR			4			\$ 55.45		\$ 221.80							
	Rollback	HR			6			\$ 61.64		\$ 369.84							
	Tractor and Lowboy	HR			2			\$ 95.06		\$ 190.12							
<i>Material</i>																	
<i>Rentals</i>																	
	D. Edward Leasing 165049	LS			1									\$ 135.00	\$ 135.00		
	D. Edward Leasing 165785	LS			1									\$ 135.00	\$ 135.00		
	D. Edward Leasing 166466	LS			1									\$ 135.00	\$ 135.00		
	D. Edward Leasing 167125	LS			1									\$ 70.00	\$ 70.00		
	FSI - Forms and Hardware R1425263	LS			1									\$ 1,738.80	\$ 1,738.80		
	FSI - Forms and Hardware R1425246	LS			1									\$ 1,786.30	\$ 1,786.30		
	FSI - Forms and Hardware R1428581	LS			1									\$ 1,786.30	\$ 1,786.30		
	FSI - Forms and Hardware R1430330	LS			1									\$ 1,786.30	\$ 1,786.30		
	FSI - Forms and Hardware R1431559	LS			1									\$ 1,786.30	\$ 1,786.30		
	FSI - Forms and Hardware R1432935	LS			1									\$ 112.70	\$ 112.70		
	Nightengale and Son 5525	LS			1									\$ 225.40	\$ 225.40		
	Nightengale and Son 5586	LS			1									\$ 112.70	\$ 112.70		
	Nightengale and Son 5770	LS			1									\$ -	\$ -		
	Belt Office Trailer - NO CHARGE	MO			4									\$ 237.60	\$ 950.40		
	Concrete Safety Sys	MO			4									\$ 284.75	\$ 284.75		
	High Steel Structures	LS			1									\$ 2,500.00	\$ 2,500.00		
	High Steel Structures	LS			1												
<i>Site Utilities</i>																	
	CBIZ - Potomac Edison	LS			1									\$ 141.98	\$ 141.98		
	CBIZ - Potomac Edison	LS			1									\$ 364.01	\$ 364.01		
	CBIZ - Potomac Edison	LS			1									\$ 9.12	\$ 9.12		
Total										\$ 1,001.42			\$ 14,195.06			\$ 1,215.06	\$ 16,411.54
																\$ 1,215.06	Total Labor
																\$ 14,195.06	Total Material
																\$ 1,001.42	Total Equipment
																\$ -	Total Subcontractor
																\$ 851.70	Sales Tax
																\$ 17,263.24	Sub Total
																20%	O&P Labor
																20%	O&P Material
																5%	O&P Subcontractor
																\$ -	Total Additional Work
																\$ 20,345.27	

D. Edward Leasing Company, Inc.

Invoice

P.O. Box 278
Windber, PA 15963

Date	Invoice #
9/27/2023	165049

Bill To:
CB0153
Carl Belt
P.O. Box 1210
Cumberland, MD 21501-1210

Please be advised:
ALL RENTS ARE DUE IN ADVANCE

Please note: For accounting purposes, some customer numbers have changed. Please review and change customer numbers where applicable. Thank You

Purchase Order #	Terms	REP	PROJECT	Project / Job	
4250	Net 30	DTD			
Description			Quantity	Rate	Amount
Unit #SC20311 Storage Container @ Cumberland, MD - Rental Period: 10/27/23 to 11/26/23				135.00	135.00
<p>***We do not collect sales tax in Maryland. Please pay your local tax agency directly. Thank you.***</p> <p>PROVALS/REVISIONS</p> <p>Clerical Accuracy Check _____</p> <p>Compared to PO _____</p> <p>Project Manager Approval _____</p>			<p>VENDOR ADW cv. # 201</p> <p>RECEIVED</p> <p>SEP 27 2023</p> <p>JOB 4250 CO. # 01-152100</p> <p>DUE DATE _____ DISC _____</p> <p>POSTED</p>		
Thank You For Your Continued Business			Subtotal		\$135.00
Effective May 1, 2010, all unpaid invoices over thirty days will be assessed a Finance Charge of 1.5% or 18% annually.			Sales Tax (8.0%)		\$0.00
FOR YOUR CONVENIENCE, CREDIT CARDS ARE ACCEPTED.			Total		\$135.00
Check out our web site at www.dedward.com			Payments/Credits		\$0.00
			Balance Due		\$135.00

Contact us at (814) 467-5434 or 800-635-8756 for any questions or concerns regarding your account.

D. Edward Leasing Company, Inc.

Invoice

P.O. Box 278
Windber, PA 15963

Date	Invoice #
10/27/2023	165785

Bill To:
 CB0153
 Carl Belt
 P.O. Box 1210
 Cumberland, MD 21501-1210

Please be advised:
ALL RENTS ARE DUE IN ADVANCE

Please note: For accounting purposes, some customer numbers have changed. Please review and change customer numbers where applicable. Thank You

Purchase Order #	Terms	REP	PROJECT	Project / Job	
4250	Net 30	DTD			
Description			Quantity	Rate	Amount
Unit #SC2031 Storage Container @ Cumberland, MD - Rental Period: 11/27/23 to 12/26/23 ***We do not collect sales tax in Maryland. Please pay your local tax agency directly. Thank you.*** APPROVALS/REVISIONS Clerical Accuracy Check _____ Compared to PO _____ Project Manager Approval _____ (POSTED)				135.00	135.00
Thank You For Your Continued Business Effective May 1, 2010, all unpaid invoices over thirty days will be assessed a Finance Charge of 1.5% or 18% annually. FOR YOUR CONVENIENCE, CREDIT CARDS ARE ACCEPTED. Check out our web site at www.dedward.com			Subtotal		\$135.00
			Sales Tax (8.0%)		\$0.00
			Total		\$135.00
			Payments/Credits		\$0.00
			Balance Due		\$135.00

Contact us at (814) 467-5434 or 800-635-8756 for any questions or concerns regarding your account.

D. Edward Leasing Company, Inc.

Invoice

P.O. Box 278
Windber, PA 15963

Date	Invoice #
11/27/2023	166466

Bill To:
CB0153
Carl Belt
P.O. Box 1210
Cumberland, MD 21501-1210

Please be advised:
ALL RENTS ARE DUE IN ADVANCE
Please note: For accounting purposes, some customer numbers have changed. Please review and change customer numbers where applicable. Thank You

Purchase Order #	Terms	REP	PROJECT	Project / Job	
4250	Net 30	DTD			
Description			Quantity	Rate	Amount
Unit #SC20311 Storage Container @ Cumberland, MD - Rental Period: 12/27/23 to 1/26/24 ***We do not collect sales tax in Maryland. Please pay your local tax agency directly. Thank you.*** APPROVALS/REVISIONS Clerical Accuracy Check _____ Compared to PO _____ Project Manager Approval _____			(MP) VENDOR EDW G/L# 700 RECEIVED NOV 27 2023 JOB 4250 COST CODE 01152100 DUE DATE _____ DISC _____	135.00	135.00
Thank You For Your Continued Business			Subtotal		\$135.00
Effective May 1, 2010, all unpaid invoices over thirty days will be assessed a Finance Charge of 1.5% or 18% annually. FOR YOUR CONVENIENCE, CREDIT CARDS ARE ACCEPTED. Check out our web site at www.dedward.com			Sales Tax (6.0%)		\$0.00
			Total		\$135.00
			Payments/Credits		\$0.00
			Balance Due		\$135.00

Contact us at (814) 467-5434 or 800-635-8756 for any questions or concerns regarding your account.

POSTED

D. Edward Leasing Company, Inc.

Invoice

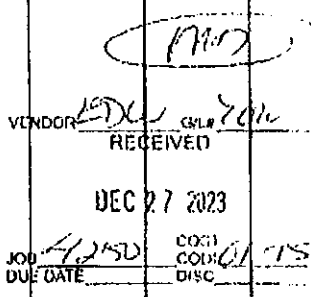
P.O. Box 278
Windber, PA 15963

Date	Invoice #
12/27/2023	167125

Bill To:
CB0153
Carl Belt
P.O. Box 1210
Cumberland, MD 21501-1210

Please be advised:
ALL RENTS ARE DUE IN ADVANCE

Please Note: For accounting purposes, some customer numbers have changed. Please review and change customer numbers where applicable. Thank You

Purchase Order #	Terms	REP	PROJECT	Project / Job	
4250	Net 30	DTD			
Description			Quantity	Rate	Amount
Unit #SC20311 Storage Container @ Cumberland, MD - Rental Period: 1/27/24 to 2/26/24				135.00	135.00
<p>***We do not collect sales tax in Maryland. Please pay your local tax agency directly. Thank you.***</p> <p>APPROVALS/REVISIONS Clerical Accuracy Check _____ Compared to P.O. _____ Project Manager Approval _____</p>			 <p>VENDOR RECEIVED DEC 27 2023 JOB # 4250 CO. # CB0153100</p>		
Thank You For Your Continued Business			Subtotal		\$135.00
Effective May 1, 2010, all unpaid invoices over thirty days will be assessed a Finance Charge of 1.5% or 18% annually.			Sales Tax (6.0%)		\$0.00
FOR YOUR CONVENIENCE, CREDIT CARDS ARE ACCEPTED.			Total		\$135.00
Check out our web site at www.dedward.com			Payments/Credits		\$0.00
			Balance Due		\$135.00

Contact us at (814) 467-5434 or 800-635-8756 for any questions or concerns regarding your account.



FORM SERVICES, INC.

P.O. BOX 60 * LINTHICUM HTS., MD 21090
410-247-8300 * TOLL FREE 800-838-3395
FAX 410-636-8178

FED. ID. #32-0787283

Invoice

INVOICE #	R1425263
LOCATION	01
DATE	10/20/23
PAGE	1 of 1



BILL TO

001553
CARL BELT, INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

SHIP TO

97
CARL BELT, INC.
BALTIMORE STREET BRIDGE
BALTIMORE & CANAL STREET
POC PAUL 301-707-3972
CUMBERLAND, MD 21502

ORDER NUMBER 1494946	ORDER DATE 10/10/23	CUSTOMER P/O NUMBER 4250	PAYMENT TERMS NET 30 DAYS
ORDERED BY PAUL			SHIP VIA FSI Salesman
JOB NUMBER 3017073972		WRITTEN BY DAMARIS COLON	SALES REP Kevin Osborne

RELEASE#	DESCRIPTION	UOM	QTY	TOTAL
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RENTAL INVOICE

1494946-1	C-51 ADJUSTABLE PLATE DEL ON 10/10/23 10/10/23 THRU 11/06/23 28 DAYS @ 0.00 EA/28 DAY	EA	25	0.00
1494946-1	C-51 WALL BRACKET ONLY DEL ON 10/10/23 10/10/23 THRU 11/06/23 28 DAYS @ 2.80 EA/28 DAY	EA	25	70.00

Remit Payment: P.O. Box 822816 Philadelphia PA 19182

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	MD TAX	FREIGHT	DEPOSIT AMOUNT	DEPOSIT APPLIED	INVOICE TOTAL
70.00	0.00	0.00	4.20	0.00	0.00	0.00	74.20

All Sales/Lease are subject to FSI's Terms and Conditions of Sale/Lease, copies of which may be obtained by contacting any of our offices or from our website at www.formservices.com

If the above project is tax exempt please email the certificate to JDenk@formservices.com or fax it to 410-636-8178 attn Jenifer.



FORM SERVICES, INC.

P.O. BOX 80 * LINTHICUM HTS., MD 21090
410-247-9500 * TOLL FREE 800-638-3395
FAX 410-636-8178

FED. ID. #52-0797293

Invoice

INVOICE #	R1427246
LOCATION	01
DATE	11/17/23
PAGE	3 of 3



BILL TO

001553
CARL BELT, INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

SHIP TO

97
CARL BELT, INC.
BALTIMORE STREET BRIDGE
BALTIMORE & CANAL STREET
POC PAUL 301-707-3972
CUMBERLAND, MD 21502

ORDER NUMBER 1481613	ORDER DATE 03/02/23	CUSTOMER P/O NUMBER BALTIMORE STREET BRI	PAYMENT TERMS NET 30 DAYS
ORDERED BY PAUL			SHIP VIA
JOB NUMBER		WRITTEN BY John Fowler	SALES REP Kevin Osborne

RELEASE#	DESCRIPTION	UOM	QTY	TOTAL
1487594-1	1/2" NC THD HEX NUT GR #5 PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 0.03 EA/28 DAY	EA	180	5.40
1489316-1	PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 0.03 EA/28 DAY	EA	200	6.00

VENDOR Fowler G/L# 700
RECEIVED

DEC - 1 2023

JOB 4250 COST CODE 033111
DUE DATE _____ DISC _____

APPROVALS/REVISIONS

Clerical Accuracy Check _____
Compared to PO _____
Project Manager Approval _____

[Handwritten signature]

Remit Payment: P.O. Box 822816 Philadelphia PA 19182

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	MD TAX	FREIGHT	DEPOSIT AMOUNT	DEPOSIT APPLIED	INVOICE TOTAL
1,738.80	0.00	0.00	104.33	0.00	0.00	0.00	1,843.13

All Sales/Lease are subject to FSI's Terms and Conditions of Sale/Lease, copies of which may be obtained by contacting any of our offices or from our website at www.formservices.com
If the above project is tax exempt please email the certificate to JDenk@formservices.com or fax it to 410-636-8178 attn Jenifer.



FORM SERVICES, INC.

P.O. BOX 60 * LINTHICUM HTS., MD 21090
410-247-9500 * TOLL FREE 800-638-3395
FAX 410-638-8178

FED. ID. #52-0787293

Invoice

INVOICE #	R1427246
LOCATION	01
DATE	11/17/23
PAGE	2 of 3



BILL TO

001553
CARL BELT, INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

SHIP TO

97
CARL BELT, INC.
BALTIMORE STREET BRIDGE
BALTIMORE & CANAL STREET
POC PAUL 301-707-3972
CUMBERLAND, MD 21502

ORDER NUMBER 1481613	ORDER DATE 03/02/23	CUSTOMER P/O NUMBER BALTIMORE STREET BRI	PAYMENT TERMS NET 30 DAYS
ORDERED BY PAUL			SHIP VIA
JOB NUMBER		WRITTEN BY John Fowler	SALES REP Kevin Osborne

RELEASE#	DESCRIPTION	UOM	QTY	TOTAL
1494946-1	PREV INV THRU 11/06/23 11/07/23 THRU 11/15/23 9 DAYS @ 0.00 EA/28 DAY	EA	25	0.00
	C-51 WALL BRACKET ONLY			
1481613-1	PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 2.80 EA/28 DAY	EA	40	112.00
1494946-1	PREV INV THRU 11/06/23 11/07/23 THRU 11/15/23 9 DAYS @ 2.80 EA/28 DAY	EA	25	22.50
	1/2" HEX COIL NUTS			
1487594-1	PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 0.02 EA/28 DAY	EA	45	0.90
	DUCTILE 1/2" WING NUTS			
1487594-1	PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 0.00 EA/28 DAY	EA	50	0.00
1489316-1	PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 0.55 EA/28 DAY	EA	50	27.50
	ALL NON-CHARGEABLE MATERIAL			
1487594-1	PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 0.07 EA/28 DAY	EA	90	6.30
1489316-1	PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 0.07 EA/28 DAY	EA	100	7.00
	1/2" X 3" NC BOLT (GRADE 5)			
1487594-1	PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 0.08 EA/28 DAY	EA	90	7.20
1489316-1	PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 0.08 EA/28 DAY	EA	100	8.00

Continued



FORM SERVICES, INC.

P.O. BOX 60 * LINTHICUM HTS., MD 21090
 410-247-9500 * TOLL FREE 800-638-3395
 FAX 410-636-9178

FED. ID. #52-0797293

Invoice

INVOICE #	R1427246
LOCATION	01
DATE	11/17/23
PAGE	1 of 3



BILL TO

001553
 CARL BELT, INC.
 P.O. BOX 1210
 CUMBERLAND, MD 21501-1210

SHIP TO

97
 CARL BELT, INC.
 BALTIMORE STREET BRIDGE
 BALTIMORE & CANAL STREET
 POC PAUL 301-707-3972
 CUMBERLAND, MD 21502

ORDER NUMBER 1481613	ORDER DATE 03/02/23	CUSTOMER P/O NUMBER BALTIMORE STREET BRI 4250	PAYMENT TERMS NET 30 DAYS
ORDERED BY PAUL			SHIP VIA
JOB NUMBER	WRITTEN BY John Fowler		SALES REP Kevin Osborne

RELEASE#	DESCRIPTION	UOM	QTY	TOTAL
----------	-------------	-----	-----	-------

PREV INV # - RENT INVOICE #9

	C-52 GUARD RAIL POCKETS			
1481613-1	PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 2.50 EA/28 DAY	EA	40	100.00
1487594-1	PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 2.50 EA/28 DAY	EA	40	100.00
1489316-1	PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 2.50 EA/28 DAY	EA	48	120.00
	C-54 BRIDGE BRACKET EXTENDER			
1481613-1	PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 1.50 EA/28 DAY	EA	40	60.00
1487594-1	PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 1.50 EA/28 DAY	EA	40	60.00
1489316-1	PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 1.50 EA/28 DAY	EA	48	72.00
	C-49 BRIDGE OVERHAND BRACKETS			
1481613-1	PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 8.00 EA/28 DAY	EA	40	320.00
1487594-1	PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 8.00 EA/28 DAY	EA	40	320.00
1489316-1	PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 8.00 EA/28 DAY	EA	48	384.00
	C-51 ADJUSTABLE PLATE			
1481613-1	PREV INV THRU 10/18/23 10/19/23 THRU 11/15/23 28 DAYS @ 0.00 EA/28 DAY	EA	40	0.00

Continued



FORM SERVICES, INC.

P.O. BOX 60 * LINTHICUM HTS., MD 21090
410-247-9500 * TOLL FREE 800-638-3395
FAX 410-636-8178

Invoice

INVOICE #	R1428581
LOCATION	01
DATE	12/12/23
PAGE	3 of 3

FED. ID. #52-0797293



BILL TO

001553
CARL BELT, INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

SHIP TO

97
CARL BELT, INC.
BALTIMORE STREET BRIDGE
BALTIMORE & CANAL STREET
POC PAUL 301-707-3972
CUMBERLAND, MD 21502

ORDER NUMBER 1481613	ORDER DATE 03/02/23	CUSTOMER P/O NUMBER BALTIMORE STREET BRI	PAYMENT TERMS NET 30 DAYS
ORDERED BY PAUL			SHIP VIA
JOB NUMBER		WRITTEN BY John Fowler	SALES REP Kevin Osborne

RELEASE#	DESCRIPTION	UOM	QTY	TOTAL
1487594-1	1/2" NC THD HEX NUT GR #5 PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 0.03 EA/28 DAY	EA	180	5.40
1489316-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 0.03 EA/28 DAY	EA	200	6.00

APPROVALS/REVISIONS

Clerical Accuracy Check J
Compared to P.O. _____
Project Manager Approval _____

VENDOR Form G/L# 701
RECEIVED

DEC 18 2023

JOB 4250 COST CODE 023111
DUE DATE _____ DISC _____

DUPLICATE

Remit Payment: P.O. Box 822816 Philadelphia PA 19182

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	MD TAX	FREIGHT	DEPOSIT AMOUNT	DEPOSIT APPLIED	INVOICE TOTAL
1,786.30	0.00	0.00	107.18	0.00	0.00	0.00	1,893.48

All Sales/Lease are subject to FSI's Terms and Conditions of Sale/Lease, copies of which may be obtained by contacting any of our offices or from our website at www.formservices.com

If the above project is tax exempt please email the certificate to JDenk@formservices.com or fax it to 410-636-8178 attn Jenifer.



FORM SERVICES, INC.

P.O. BOX 60 * LINTHICUM HTS., MD 21090
410-247-9500 * TOLL FREE 800-638-3395
FAX 410-636-8178

FED. ID. #52-0797293

Invoice

INVOICE #	R1428581
LOCATION	01
DATE	12/12/23
PAGE	2 of 3



BILL TO

001553
CARL BELT, INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

SHIP TO

97
CARL BELT, INC.
BALTIMORE STREET BRIDGE
BALTIMORE & CANAL STREET
POC PAUL 301-707-3972
CUMBERLAND, MD 21502

ORDER NUMBER 1481613	ORDER DATE 03/02/23	CUSTOMER P/O NUMBER BALTIMORE STREET BRI	PAYMENT TERMS NET 30 DAYS
ORDERED BY PAUL			SHIP VIA
JOB NUMBER		WRITTEN BY John Fowler	SALES REP Kevin Osborne

RELEASE#	DESCRIPTION	UOM	QTY	TOTAL
1494946-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 0.00 EA/28 DAY	EA	25	0.00
	C-51 WALL BRACKET ONLY			
1481613-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 2.80 EA/28 DAY	EA	40	112.00
1494946-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 2.80 EA/28 DAY	EA	25	70.00
	1/2" HEX COIL NUTS			
1487594-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 0.02 EA/28 DAY	EA	45	0.90
	DUCTILE 1/2" WING NUTS			
1487594-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 0.00 EA/28 DAY	EA	50	0.00
1489316-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 0.55 EA/28 DAY	EA	50	27.50
	ALL NON-CHARGEABLE MATERIAL			
1487594-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 0.07 EA/28 DAY	EA	90	6.30
1489316-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 0.07 EA/28 DAY	EA	100	7.00
	1/2" X 3" NC BOLT (GRADE 5)			
1487594-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 0.08 EA/28 DAY	EA	90	7.20
1489316-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 0.08 EA/28 DAY	EA	100	8.00

Continued



FORM SERVICES, INC.

P.O. BOX 60 * LINTHICUM HTS., MD 21090
410-247-9500 * TOLL FREE 800-638-3395
FAX 410-636-8178

FED. ID. #52-0797293

Invoice

INVOICE #	R1428581
LOCATION	01
DATE	12/12/23
PAGE	1 of 3



BILL TO

001553
CARL BELT, INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

SHIP TO

97
CARL BELT, INC.
BALTIMORE STREET BRIDGE
BALTIMORE & CANAL STREET
POC PAUL 301-707-3972
CUMBERLAND, MD 21502

ORDER NUMBER 1481613	ORDER DATE 03/02/23	CUSTOMER P/O NUMBER BALTIMORE STREET BRI <i>4250</i>	PAYMENT TERMS NET 30 DAYS
ORDERED BY PAUL			SHIP VIA
JOB NUMBER	WRITTEN BY John Fowler		SALES REP Kevin Osborne

RELEASE#	DESCRIPTION	UOM	QTY	TOTAL
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PREV INV # - RENT INVOICE #10

C-52 GUARD RAIL POCKETS				
1481613-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 2.50 EA/28 DAY	EA	40	100.00
1487594-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 2.50 EA/28 DAY	EA	40	100.00
1489316-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 2.50 EA/28 DAY	EA	48	120.00
C-54 BRIDGE BRACKET EXTENDER				
1481613-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 1.50 EA/28 DAY	EA	40	60.00
1487594-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 1.50 EA/28 DAY	EA	40	60.00
1489316-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 1.50 EA/28 DAY	EA	48	72.00
C-49 BRIDGE OVERHAND BRACKETS				
1481613-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 8.00 EA/28 DAY	EA	40	320.00
1487594-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 8.00 EA/28 DAY	EA	40	320.00
1489316-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 8.00 EA/28 DAY	EA	48	384.00
C-51 ADJUSTABLE PLATE				
1481613-1	PREV INV THRU 11/15/23 11/16/23 THRU 12/13/23 28 DAYS @ 0.00 EA/28 DAY	EA	40	0.00

Continued



FORM SERVICES, INC.

P.O. BOX 60 * LINTHICUM HTS., MD 21090
410-247-9500 * TOLL FREE 800-638-3395
FAX 410-636-8178

FED. ID. #32-0767293



Invoice

INVOICE #	R1430330
LOCATION	01
DATE	01/12/24
PAGE	3 of 3

BILL TO
001653
CARL BELT, INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

SHIP TO
97
CARL BELT, INC.
BALTIMORE STREET BRIDGE
BALTIMORE & CANAL STREET
POC PAUL 301-707-3972
CUMBERLAND, MD 21502

ORDER NUMBER 1481613	ORDER DATE 03/02/23	CUSTOMER P/O NUMBER BALTIMORE STREET BRI	PAYMENT TERMS NET 30 DAYS
ORDERED BY PAUL			SHIP VIA
JOB NUMBER		WRITTEN BY John Fowler	SALES REP Kevin Osborne

RELEASE#	DESCRIPTION	UOM	QTY	TOTAL
1487594-1	1/2" NC THD HEX NUT GR #5 PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 0.03 EA/28 DAY	EA	180	
1489316-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 0.03 EA/28 DAY	EA	200	5.40
				6.00

APPROVALS/REVISIONS

Clerical Accuracy Check [Signature]
Compared to PO [Signature]
Project Manager Approval [Signature]

VENDOR Film GL# 701
RECEIVED

JAN 18 2024

JOB 4250 COST CODE 033116
DUE DATE _____ DISC _____

POSTED

Remit Payment: P.O. Box 822816 Philadelphia PA 19182

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	MD TAX	FREIGHT	DEPOSIT AMOUNT	DEPOSIT APPLIED	INVOICE TOTAL
1,786.30	0.00	0.00	107.18	0.00	0.00	0.00	1,893.48

All Sales/Lease are subject to FSI's Terms and Conditions of Sale/Lease, copies of which may be obtained by contacting any of our offices or from our website at www.formservices.com

If the above project is tax exempt please email the certificate to JDenk@formservices.com or fax it to 410-636-8178 attn Janifer.



FORM SERVICES, INC.

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FED. ID. #52-0797293

Invoice

INVOICE #	R1430330
LOCATION	01
DATE	01/12/24
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BILL TO

001553
CARL BELT, INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

SHIP TO

97
CARL BELT, INC.
BALTIMORE STREET BRIDGE
BALTIMORE & CANAL STREET
POC PAUL 301-707-3972
CUMBERLAND, MD 21502

ORDER NUMBER 1481613	ORDER DATE 03/02/23	CUSTOMER P/O NUMBER BALTIMORE STREET BRI	PAYMENT TERMS NET 30 DAYS
ORDERED BY PAUL			SHIP VIA
JOB NUMBER		WRITTEN BY John Fowler	SALES REP Kevin Osborne

RELEASE#	DESCRIPTION	UOM	QTY	TOTAL
1494946-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 0.00 EA/28 DAY	EA	25	0.00
	C-51 WALL BRACKET ONLY			
1481613-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 2.80 EA/28 DAY	EA	40	112.00
1494946-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 2.80 EA/28 DAY	EA	25	70.00
	1/2" HEX COIL NUTS			
1487594-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 0.02 EA/28 DAY	EA	45	0.90
	DUCTILE 1/2" WING NUTS			
1487594-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 0.00 EA/28 DAY	EA	50	0.00
1489316-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 0.55 EA/28 DAY	EA	50	27.50
	ALL NON-CHARGEABLE MATERIAL			
1487594-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 0.07 EA/28 DAY	EA	90	6.30
1489316-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 0.07 EA/28 DAY	EA	100	7.00
	1/2" X 3" NC BOLT (GRADE 5)			
1487594-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 0.08 EA/28 DAY	EA	90	7.20
1489316-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 0.08 EA/28 DAY	EA	100	8.00

Continued



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FAX 410-436-8178

FED. ID. #52-0797293

Invoice

INVOICE #	R1430330
LOCATION	01
DATE	01/12/24
PAGE	1 of 3



BILL TO

001653
CARL BELT, INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

SHIP TO

97
CARL BELT, INC.
BALTIMORE STREET BRIDGE
BALTIMORE & CANAL STREET
POC PAUL 301-707-3972
CUMBERLAND, MD 21502

ORDER NUMBER 1481613	ORDER DATE 03/02/23	CUSTOMER P/O NUMBER BALTIMORE STREET BRI 4250	PAYMENT TERMS NET 30 DAYS
ORDERED BY PAUL			SHIP VIA
JOB NUMBER		WRITTEN BY John Fowler	SALES REP Kevin Osborne

RELEASE #	DESCRIPTION	UOM	QTY	TOTAL
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PREV INV # - RENT INVOICE #11

	C-52 GUARD RAIL POCKETS			
1481613-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 2.50 EA/28 DAY	EA	40	100.00
1487594-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 2.50 EA/28 DAY	EA	40	100.00
1489316-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 2.50 EA/28 DAY	EA	48	120.00
	C-54 BRIDGE BRACKET EXTENDER			
1481613-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 1.50 EA/28 DAY	EA	40	60.00
1487594-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 1.50 EA/28 DAY	EA	40	60.00
1489316-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 1.50 EA/28 DAY	EA	48	72.00
	C-49 BRIDGE OVERHAND BRACKETS			
1481613-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 8.00 EA/28 DAY	EA	40	320.00
1487594-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 8.00 EA/28 DAY	EA	40	320.00
1489316-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 8.00 EA/28 DAY	EA	48	384.00
	C-51 ADJUSTABLE PLATE			
1481613-1	PREV INV THRU 12/13/23 12/14/23 THRU 01/10/24 28 DAYS @ 0.00 EA/28 DAY	EA	40	0.00

Continued



FORM SERVICES, INC.

FED. ID. #52-0797293

P.O. BOX 80 * LINTHICUM HTS., MD 21080
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FAX 410-638-8178

Invoice

INVOICE #	R1431559
LOCATION	01
DATE	02/06/24
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BILL TO

001553
CARL BELT, INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

SHIP TO

97
CARL BELT, INC.
BALTIMORE STREET BRIDGE
BALTIMORE & CANAL STREET
POC PAUL 301-707-3972
CUMBERLAND, MD 21502

ORDER NUMBER 1481613	ORDER DATE 03/02/23	CUSTOMER P/O NUMBER BALTIMORE STREET BRI	PAYMENT TERMS NET 30 DAYS
ORDERED BY PAUL			SHIP VIA
JOB NUMBER		WRITTEN BY John Fowler	SALES REP Kevin Osborne

RELEASE#	DESCRIPTION	UOM	QTY	TOTAL
1487594-1	1/2" NC THD HEX NUT GR #5 PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 0.03 EA/28 DAY	EA	180	
1489316-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 0.03 EA/28 DAY	EA	200	5.40
				6.00

APPROVALS/REVISIONS
 Clerical Accuracy Check _____
 Compared to PO _____
 Project Manager Approval _____

VENDOR TO ORN GIL# 401
RECEIVED

FEB 12 2024

JOB 4250 COST CODE 03-3111
 DUE DATE _____ DISC _____

POSTED

Remit Payment: P.O. Box 822816 Philadelphia PA 19182

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	MD TAX	FREIGHT	DEPOSIT AMOUNT	DEPOSIT APPLIED	INVOICE TOTAL
1,786.30	0.00	0.00	107.18	0.00	0.00	0.00	1,893.48

All Sales/Lease are subject to FSI's Terms and Conditions of Sale/Lease, copies of which may be obtained by contacting any of our offices or from our website at www.formservices.com
 If the above project is tax exempt please email the certificate to JDenk@formservices.com or fax it to 410-638-8178 attn Jenifer.



FORM SERVICES, INC.

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FAX 410-838-3178

FED. ID. #82-0797293



Invoice

INVOICE #	R1431559
LOCATION	01
DATE	02/06/24
PAGE	2 of 3

BILL TO

001553
CARL BELT, INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

SHIP TO

97
CARL BELT, INC.
BALTIMORE STREET BRIDGE
BALTIMORE & CANAL STREET
POC PAUL 301-707-3972
CUMBERLAND, MD 21502

ORDER NUMBER 1481613	ORDER DATE 03/02/23	CUSTOMER P/O NUMBER BALTIMORE STREET BRI	PAYMENT TERMS NET 30 DAYS
ORDERED BY PAUL			SHIP VIA
JOB NUMBER		WRITTEN BY John Fowler	SALES REP Kevin Osborne

RELEASE#	DESCRIPTION	UOM	QTY	TOTAL
1494946-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 0.00 EA/28 DAY	EA	25	0.00
	C-51 WALL BRACKET ONLY			
1481613-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 2.80 EA/28 DAY	EA	40	112.00
1494946-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 2.80 EA/28 DAY	EA	25	70.00
	1/2" HEX COIL NUTS			
1487594-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 0.02 EA/28 DAY	EA	45	0.90
	DUCTILE 1/2" WING NUTS			
1487594-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 0.00 EA/28 DAY	EA	50	0.00
1489316-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 0.55 EA/28 DAY	EA	50	27.50
	ALL NON-CHARGEABLE MATERIAL			
1487594-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 0.07 EA/28 DAY	EA	90	6.30
1489316-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 0.07 EA/28 DAY	EA	100	7.00
	1/2" X 3" NC BOLT (GRADE 5)			
1487594-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 0.08 EA/28 DAY	EA	90	7.20
1489316-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 0.08 EA/28 DAY	EA	100	8.00

Continued



FORM SERVICES, INC.

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FAX 410-638-8178

FED. ID. #32-0767293

Invoice

INVOICE #	R1431559
LOCATION	01
DATE	02/06/24
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**BILL TO**

001553
CARL BELT, INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

SHIP TO

97
CARL BELT, INC.
BALTIMORE STREET BRIDGE
BALTIMORE & CANAL STREET
POC PAUL 301-707-3972
CUMBERLAND, MD 21502

ORDER NUMBER 1481613	ORDER DATE 03/02/23	CUSTOMER P/O NUMBER BALTIMORE STREET BRI	PAYMENT TERMS NET 30 DAYS
ORDERED BY PAUL			SHIP VIA
JOB NUMBER		WRITTEN BY John Fowler	SALES REP Kevin Osborne

RELEASE#	DESCRIPTION	UNIT	QTY	TOTAL
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PREV INV # - RENT INVOICE #12

	C-52 GUARD RAIL POCKETS			
1481613-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 2.50 EA/28 DAY	EA	40	100.00
1487594-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 2.50 EA/28 DAY	EA	40	100.00
1489316-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 2.50 EA/28 DAY	EA	48	120.00
	C-54 BRIDGE BRACKET EXTENDER			
1481613-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 1.50 EA/28 DAY	EA	40	60.00
1487594-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 1.50 EA/28 DAY	EA	40	60.00
1489316-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 1.50 EA/28 DAY	EA	48	72.00
	C-49 BRIDGE OVERHAND BRACKETS			
1481613-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 8.00 EA/28 DAY	EA	40	320.00
1487594-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 8.00 EA/28 DAY	EA	40	320.00
1489316-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 8.00 EA/28 DAY	EA	48	384.00
	C-51 ADJUSTABLE PLATE			
1481613-1	PREV INV THRU 01/10/24 01/11/24 THRU 02/07/24 28 DAYS @ 0.00 EA/28 DAY	EA	40	0.00

Continued



FORM SERVICES, INC.

P.O. BOX 60 * LINTHICUM HTS., MD 21090
410-247-9500 * TOLL FREE 800-638-3395
FAX 410-636-8178

FED. ID. #52-0797293



Invoice Reprint

INVOICE #	R1432935
LOCATION	01
DATE	02/29/24
PAGE	3 of 3

BILL TO

001553
CARL BELT, INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

SHIP TO

97
CARL BELT, INC.
BALTIMORE STREET BRIDGE
BALTIMORE & CANAL STREET
POC PAUL 301-707-3972
CUMBERLAND, MD 21502

ORDER NUMBER 1481613	ORDER DATE 03/02/23	CUSTOMER P/O NUMBER BALTIMORE STREET BRI	PAYMENT TERMS NET 30 DAYS
ORDERED BY PAUL			SHIP VIA
JOB NUMBER		WRITTEN BY John Fowler	SALES REP Kevin Osborne

RELEASE#	DESCRIPTION	UOM	QTY	TOTAL
1487594-1	1/2" NC THD HEX NUT GR #5 PREV INV THRU 02/07/24 02/08/24 THRU 03/06/24 28 DAYS @ 0.03 EA/28 DAY	EA	180	5.40
1489316-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/06/24 28 DAYS @ 0.03 EA/28 DAY	EA	200	6.00

APPROVALS/REVISIONS

Clerical Accuracy Check
Compared to PO
Project Manager Approval

VENDOR Fujim G/L# 4010
RECEIVED

MAR - 1 2024

JOB 4250 COST 033111
DUE DATE DISC

POSTED

Remit Payment: P.O. Box 822816 Philadelphia PA 19182

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	MD TAX	FREIGHT	DEPOSIT AMOUNT	DEPOSIT APPLIED	INVOICE TOTAL
1,786.30	0.00	0.00	107.18	0.00	0.00	0.00	1,893.48

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FORM SERVICES, INC.

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 410-247-9500 * TOLL FREE 800-638-3395
 FAX 410-638-8178

Invoice Reprint

INVOICE #	R1432935
LOCATION	01
DATE	02/29/24
PAGE	2 of 3



BILL TO

001553
 CARL BELT, INC.
 P.O. BOX 1210
 CUMBERLAND, MD 21501-1210

SHIP TO

97
 CARL BELT, INC.
 BALTIMORE STREET BRIDGE
 BALTIMORE & CANAL STREET
 POC PAUL 301-707-3972
 CUMBERLAND, MD 21502

ORDER NUMBER 1481613	ORDER DATE 03/02/23	CUSTOMER P/O NUMBER BALTIMORE STREET BRI	PAYMENT TERMS NET 30 DAYS
ORDERED BY PAUL			SHIP VIA
JOB NUMBER		WRITTEN BY John Fowler	SALES REP Kevin Osborne

RELEASE#	DESCRIPTION	UOM	QTY	TOTAL
1494946-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/06/24 28 DAYS @ 0.00 EA/28 DAY	EA	25	0.00
	C-51 WALL BRACKET ONLY			
1481613-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/06/24 28 DAYS @ 2.80 EA/28 DAY	EA	40	112.00
1494946-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/06/24 28 DAYS @ 2.80 EA/28 DAY	EA	25	70.00
	1/2" HEX COIL NUTS			
1487594-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/06/24 28 DAYS @ 0.02 EA/28 DAY	EA	45	0.90
	DUCTILE 1/2" WING NUTS			
1487594-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/06/24 28 DAYS @ 0.00 EA/28 DAY	EA	50	0.00
1489316-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/06/24 28 DAYS @ 0.55 EA/28 DAY	EA	50	27.50
	ALL NON-CHARGEABLE MATERIAL			
1487594-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/06/24 28 DAYS @ 0.07 EA/28 DAY	EA	90	6.30
1489316-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/06/24 28 DAYS @ 0.07 EA/28 DAY	EA	100	7.00
	1/2" X 3" NC BOLT (GRADE 5)			
1487594-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/06/24 28 DAYS @ 0.08 EA/28 DAY	EA	90	7.20
1489316-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/06/24 28 DAYS @ 0.08 EA/28 DAY	EA	100	8.00

Continued



FORM SERVICES, INC.

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410-247-9500 * TOLL FREE 800-838-3395
FAX 410-636-8178

FED. ID. #52-0797203

Invoice Reprint

INVOICE #	R1432935
LOCATION	01
DATE	02/29/24
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BILL TO

001553
CARL BELT, INC.
P.O. BOX 1210
CUMBERLAND, MD 21501-1210

SHIP TO

97
CARL BELT, INC.
BALTIMORE STREET BRIDGE
BALTIMORE & CANAL STREET
POC PAUL 301-707-3972
CUMBERLAND, MD 21502

ORDER NUMBER 1481613	ORDER DATE 03/02/23	CUSTOMER P/O NUMBER BALTIMORE STREET BRI	PAYMENT TERMS NET 30 DAYS
ORDERED BY PAUL			SHIP VIA
JOB NUMBER		WRITTEN BY John Fowler	SALES REP Kevin Osborne

RELEASE#	DESCRIPTION	QTY	UNIT	TOTAL
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PREV INV # - RENT INVOICE #13

C-52 GUARD RAIL POCKETS				
1481613-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/08/24 28 DAYS @ 2.50 EA/28 DAY	EA	40	100.00
1487594-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/08/24 28 DAYS @ 2.50 EA/28 DAY	EA	40	100.00
1489316-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/08/24 28 DAYS @ 2.50 EA/28 DAY	EA	48	120.00
C-54 BRIDGE BRACKET EXTENDER				
1481613-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/08/24 28 DAYS @ 1.50 EA/28 DAY	EA	40	60.00
1487594-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/08/24 28 DAYS @ 1.50 EA/28 DAY	EA	40	60.00
1489316-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/08/24 28 DAYS @ 1.50 EA/28 DAY	EA	48	72.00
C-49 BRIDGE OVERHAND BRACKETS				
1481613-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/08/24 28 DAYS @ 8.00 EA/28 DAY	EA	40	320.00
1487594-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/08/24 28 DAYS @ 8.00 EA/28 DAY	EA	40	320.00
1489316-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/08/24 28 DAYS @ 8.00 EA/28 DAY	EA	48	384.00
C-51 ADJUSTABLE PLATE				
1481613-1	PREV INV THRU 02/07/24 02/08/24 THRU 03/08/24 28 DAYS @ 0.00 EA/28 DAY	EA	40	0.00

Continued

NIGHTENGALE & SONS LLC

17328 NEW MEMORY LANE, SW
 LONACONING, MD 21539
 (301) 707-3108 / (301) 707-9437

Invoice

Date	Invoice #
12/5/2023	5526

Bill To
Carl Belt Inc. 11521 Milnor Ave. Cumberland, MD 21502

Terms
Due on receipt

Description	Amount
November 2023 - Job# 4250 Baltimore Street Bridge - One portable restroom	95.00
Sales tax	6.70
Fuel surcharge \$12/ month/ pot	12.00
<p>APPROVALS/REVISIONS</p> <p>Clerical Accuracy Check _____</p> <p>Compared to PO _____</p> <p>Project Manager Approval _____</p>	
<p>VENDOR <u>1268</u> CAL# <u>7011</u></p> <p>RECEIVED</p> <p>DEC 11 2023</p> <p>JOB <u>4250</u> COST CODE <u>15210</u></p> <p>DUE DATE _____ DISC _____</p>	

POSTER

Fuel surcharge may be added to future invoices due to increasing fuel costs	Total	\$112.70
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Fax #	
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NIGHTENGALE & SONS LLC

17328 NEW MEMORY LANE, SW
 LONACONING, MD 21539
 (301) 707-3108 / (301) 707-9437

Invoice

Date	Invoice #
2/16/2024	5586

Bill To
Carl Belt Inc. 11521 Milnor Ave. Cumberland, MD 21502

Terms
Due on receipt

Description	Amount
December 2023 - Job# 4250 Baltimore Street Bridge - One portable restroom	95.00
January 2023 - Job 4250 Baltimore Street Bridge - One portable restroom	95.00
Sales tax	11.40
Fuel surcharge \$12/ month/ pot	24.00
Total \$225.40	

APPROVALS/REVISIONS

Clerical Accuracy Check _____
 Compared to PO _____
 Project Manager Approval _____

VENDOR NIGHTENGALE G/L# YOU
 RECEIVED
 FEB 23 2024
 JOB 4250 COST CODE 015210
 DUE DATE _____ DISC _____

POST

NIGHTENGALE & SONS LLC

17328 NEW MEMORY LANE, SW
 LONACONING, MD 21539
 (301) 707-3108 / (301) 707-9437

Invoice

Date	Invoice #
3/9/2024	5770

Bill To
Carl Belt Inc. 11521 Milnor Ave. Cumberland, MD 21502

Terms
Due on receipt

Description	Amount
February 2024 - Job# 4250 Baltimore Street Bridge - One portable restroom	95.00
Sales tax	5.70
Fuel surcharge \$12/ month/ pot	12.00

APPROVALS/REVISIONS
 Clerical Accuracy Check _____
 Compared to PO _____
 Project Manager Approval _____

VENDOR NIGHTENGALE G/L# 400
 RECEIVED
 MAR 13 2024
 JOB 4250 COST CODE 0175210
 DUE DATE _____ DISC _____

POSTED

Fuel surcharge may be added to future invoices due to increasing fuel costs	Total	\$112.70
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Fax #	
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Customer Distribution Charge - Fixed charge for meter reading, billing, service line maintenance and equipment.
Estimated Reading - On the months we do not read a meter, we calculate the bill based on past electrical usage.
Generation Charge - Charge for the production of electricity.
KWH (Kilowatt Hour) - A unit of measure for electricity usage equal to 1,000 watts used for one hour.

Distribution Charge - Variable charge for the cost of using local wires, transformers, substations and other equipment needed to deliver electricity to a premise.
Late Payment Charge - A charge added to the bill on balances owed after the Due Date.
Proxied Reading - Reading calculated by multiplying the daily average electric usage between two recent readings by the number of days in the billing period.
Transmission Charge - Charges for moving high voltage electricity from a generation facility to our distribution lines.

If you have questions about your Poloneo Edison account:
 Call Customer Service at 1-800-688-0011 Monday - Friday, from 8 a.m. - 6 p.m.
 Call Payment Options at 1-800-738-3401 Monday - Friday, from 8 a.m. - 6 p.m.
 Visit our website at: www.firstenergycorp.com
 Write to us at: Poloneo Edison, 78 S. Main St., A-1PC, Akron, OH 44308-1890.
 Customers with hearing or speech impairments can contact the Telecommunications Relay Service (TRS) at 711.

For your protection, all of our employees wear Photo ID badges.
Electronic Check Conversion - Your check authorizes us either to make a one-time electronic funds transfer (EFT) from your account or process as a check. If you have questions about this program, call 1-888-283-8081.

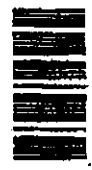
To provide a customer meter reading, use the date provided and enter the reading on-line at www.firstenergycorp.com/aboutyourbill or by calling 1-800-688-0011. Say "Meter Reading" when asked "Which of these can I help you with today?" Have the date you took the reading available. If this is to avoid a scheduled estimate, please check the front of the bill for entry dates.

Provide reading by telephone or on-line only: DO NOT MAIL



Draw hands on the dials exactly as they appear on your electric meter. When reading your meter, if the hand falls between two numbers, always report the lower number.

If you have a DIGITAL METER write the numbers here:



CONCRETE SAFETY SYSTEMS

A Division of Smith-Midland Corporation

Invoice #: 0000050415

Invoice Date: 2/29/2024

Page: 1

Remit Payments:

By Mail- PO Box 300, Midland, VA 22728

Online (add 3%)- www.concretesafetysystems.com/contact/



Interest will be charged at 1 1/2% per month (or fraction thereof) for any balances outstanding beyond 30 days.

Bill To **Ship To**

Carl Belt, Inc.
 P.O. Box 1210
 11521 Milnor Avenue
 Cumberland, MD 21502 USA

Baltimore Street Bridge
 19 Baltimore Street
 Dave Snyder 301-707-3022
 Cumberland, MD 21502 USA

Customer #: 109240

Due Date	Ship Date	Customer P.O.	Sales Order No.	Terms	Salesperson
03/30/24		4250		Due 30 days after invoice date	ccallihan
Item	Description	UOM	Qty Shipped	Price	Amount
Monthly Rental MB10A-MD	Monthly Barrier Rental MD10A-MD	LF	108.00	2.20	237.60
<p>APPROVALS/REVISIONS</p> <p>Clerical Accuracy Check _____</p> <p>Compared to PO _____</p> <p>Project Manager Approval _____</p>			<p>VENDOR <u>CONCS</u> G/L# <u>7010</u></p> <p>RECEIVED</p> <p>MAR - 6 2024</p> <p>JOB <u>4250</u> COST CODE <u>01113010</u></p> <p>DUE DATE _____ DISC _____</p>		
<p>PAID</p>			<p>POSTED</p>		
<p>SO#4695 Initial Rental 02/27/23-02/27/24</p> <p>MAR 21 2024</p> <p>BY: _____</p>				<p>Subtotal 237.60</p> <p>Freight 0.00</p> <p>Sales Tax 14.26</p> <p>Trade Discount 0.00</p> <p>Payment/Credit Amount 0.00</p>	<p>Invoice Total 251.86</p>

5119 Catlett Road
 Midland, VA 22728
 (540) 439-8966
www.css-rental.com

MONTHLY CHARGES STARTED MARCH 1 SO (4) FOUR MONTHS SHOULD BE BILLABLE.



1915 Old Philadelphia Pike • PO Box 10726 Lancaster, PA 17605-0726
Phone (717) 390-4218

INVOICE NO.
Escalation #1

Date:

May 1, 2024

Sold To: **#106693**
Accounts Payable
Carl Belt, Inc.
11521 Milnor Ave.
Cumberland, MD 21502

REMIT TO:
P.O. Box 10726
Lancaster, PA 17605-0726

Our Job no. **MD-1220156-02** Br. No. A-C-06 (G4-G8)

Your Order No. **PO-4250-001**
& HS Prop 220156

Terms: **Pmt Within 5 Days of Receipt from Owner - or - Within 30**
Days of Invoice Date; Whichever comes first. No Retainage.

Rehab of Br. No. A-C-06 Baltimore St. over Willis Creek
City Project No. 9-18-BR
State Contract No. AL499B21
Allegany Co., MD

Bid Item #: 02 BI 4010-459110 - Structural Steel Br. No. A-C-06 (G4-G8)

Escalation on Contract Balance of \$56,950.00

\$56,950.00 x .5% = \$284.75

APRIL 2024

Amount of Request:

\$284.75

ANNUAL PERCENTAGE RATE of 12% on all past due accounts.



1915 Old Philadelphia Pike • PO Box 10726 Lancaster, PA 17605-0726
Phone (717) 390-4218

INVOICE NO.
MD-1220156-2- STORAGE - 1

Date: May 1, 2024

Sold To: #106693
Accounts Payable
Carl Belt, Inc.
11521 Milnor Ave.
Cumberland, MD 21502

REMIT TO:
P.O. Box 10726
Lancaster, PA 17605-0726

Our Job no. MD-1220156-02 Br. No. A-C-06 (G4-G8)

Your Order No. PO-4250-001
& HS Prop 220156

Terms: Pmt Within 5 Days of Receipt from Owner - or -
Within 30 Days of Invoice Date; Whichever comes
first. No Retainage.

Rehab of Br. No. A-C-06 Baltimore St. over Willis Creek
City Project No. 9-18-BR
State Contract No. AL499B21
Allegany Co., MD

Bid Item #: 02 BI 4010-459110 - Structural Steel Br. No. A-C-06 (G4-G8)

To Invoice for Extra Storage Months on the property
of High Steel Structures LLC because of shipment delays
by the Contractor.

MONTH	No. of Beams	\$ per Beam	Total:
Apr 2024	10	\$250.00	\$2,500.00

Amount of Request: \$2,500.00

(Per Attached Detailed Worksheets)

ANNUAL PERCENTAGE RATE of 12% on all past due accounts.

Rehab of Br. No. A-C-06 Baltimore St. over Willis Creek
City Project No. 9-18-BR
State Contract No. AL499B21
Allegany Co., MD

HSS Job No.: MD-1220156-02
Br. No. A-C-06 (G4-G8)

MATERIAL	PLANT	LOCATION	QUANTITY	DATE	MONTH OF STORAGE
				COMPLETED	APRIL 2024
G4A	HS01	RW10	1	7/8/2023	250.00
G5A	HS01	RW10	1	6/29/2023	250.00
G6A	HS01	RW10	1	6/29/2023	250.00
G7A	HS01	RW10	1	6/29/2023	250.00
G8A	HS01	RW10	1	7/8/2023	250.00
G4B	HS01	RW05	1	7/6/2023	250.00
G5B	HS01	RW05	1	6/27/2023	250.00
G6B	HS01	RW05	1	11/29/2023	250.00
G7B	HS01	RW05	1	12/21/2023	250.00
G8B	HS01	RW05	1	7/23/2023	250.00

TOTAL AMOUNT: \$2,500.00

File Attachments for Item:

. Order 27,448 - authorizing Change Order No. 1 to the MSC Fuel Tank Replacement Project (2023-14-PBLD) with an increase of \$5,000, bringing the total contract price to an amount not to exceed \$569,594

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

ORDER NO. 27,448

DATE: April 16, 2024

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 with Triad Engineering, 1075-D Sherman Avenue, Hagerstown, MD 21740, for the development of a Spill Prevention, Control, Countermeasure (SPCC) Plan for the MSC Fuel Tank Replacement Project (2023-14-PBLD), in the amount of Five Thousand Dollars and No Cents (\$5,000.00), bringing the total contract price not to exceed Five Hundred Sixty Nine Thousand Five Hundred Ninety Four Dollars and No Cents (\$569,594.00).

Raymond M. Morriss, Mayor

Original Contract Price	\$564,594.00
Change Order No. 1	\$5,000.00
Total Contract Price after CO 1	\$569,594.00

Budget: 115.071F.63000

Council Agenda Summary

Meeting Date: 4/16/2024

Key Staff Contact: Matt Idleman, P.E.

Item Title:

Change Order #1 for MSC Fuel Tank Replacement Contract, City Project # 2023-14-PBLD

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

This change order is for the development of a Spill Prevention, Control, Countermeasure (SPCC) Plan, in the amount of \$5,000.00. This plan is required by the EPA in order to allow for the storage, delivery, and transfer of oil in Maryland at facilities over a certain threshold. Due to the installation of new tanks, an engineer-developed plan is now required for our Municipal Service Center at 215 Bowen Street. The contractor installing the tanks, Triad Engineering, is able to perform this additional work. This results in an overall increase of \$5,000.00 with the new contract value being \$569,594.00.

Amount of Award: \$5,000.00

Budget number: 115.071F.63000

Grant, bond, etc. reference: City Funds

Personnel

Principal Engineer, \$225/hour
Senior Environmental Engineer, \$162/hour
Senior Scientist (Drafting), \$126/hour

Materials

Mileage, \$1.25/mile

Unit rates for other types of personnel, if required, will be in accordance with our current 2024 schedule of Fees.

ESTIMATED BUDGET

Based on the anticipated scope of work we estimate a fee of **\$5,000** which incorporates an estimated number of work hours and allowances for reimbursables such as mileage and copying/printing. If we recognize that the actual fee will exceed the estimated fee by greater than 20%, Triad will provide you with a change order to authorize additional fees.

Triad will submit invoices for payment on a monthly basis, or upon project completion, whichever occurs first. Our invoices will be based on the percentage of work completed. Payment is due no more than 30 days following receipt of our invoice unless the provisions of our contract set forth an alternate schedule for payment.

SCHEDULE

Upon receipt of our signed Professional Services Agreement (PSA) and the available topographic and base mapping, Triad will schedule a facility visit as appropriate weather conditions and personnel availability allow. It is anticipated that a SPCC plan can be completed within approximately four weeks of the facility reconnaissance. All services performed will be invoiced on a unit rate basis as listed above.

LIMITATIONS

The scope of services described in this proposal is limited as described herein and should not be construed as an all-inclusive environmental compliance audit and/or documentation for the facility. Triad, by providing the services described in this proposal, does not assume the responsibility of the person(s) in charge of the facility, or otherwise undertake responsibility for reporting to any local, state, or federal public agencies any conditions at the facility that may present a potential danger to public health, safety, or the environment. It will be the responsibility of the City of Cumberland, MD to properly implement the plan as certified. In areas that require notification of local, state, or federal public agencies as required by law, it is the responsibility of City of Cumberland, MD to notify. Required oil-handling personnel training and annual, spill prevention debriefings are the responsibility of City of Cumberland, MD unless contractual arrangements have been made with Triad or another third-party to provide these services.

AUTHORIZATION

This proposal and attached PSA represent the entire understanding between the City of Cumberland, MD and Triad with respect to the services described herein. If our scope of

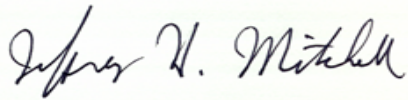
services and estimated fees and schedule are acceptable, complete and sign the attached PSA and return it to us. Our receipt of the signed PSA will constitute formal notice to proceed. We thank you for considering our services.

Sincerely,

TRIAD ENGINEERING, INC.



R. Bruce Bowers, EI
Senior Environmental Engineer



Jeffrey H. Mitchell, C.P.G.
Senior Environmental Geologist

Attachment:

PSA

**TRIAD ENGINEERING, INC.
PROFESSIONAL SERVICES AGREEMENT
GEOTECHNICAL AND ENVIRONMENTAL SERVICES**

This agreement is entered into by Triad Engineering, Inc. (Triad) and the Client as identified below. Client accepts and hereby engages Triad to perform certain professional services as set forth in the Scope of Work of Triad Proposal No. 07-24-0136 dated March 20, 2024, the terms of which are incorporated herein by reference. In consideration for Triad's professional services, Client agrees to be bound by the terms and conditions of this Agreement.

ACCEPTANCE AND AGREEMENT TO TERMS AND CONDITIONS

By his or her signature below, signer affirmatively represents that he or she:

- A. Is an authorized agent and representative of Client;
- B. Has full actual authority to sign this Agreement for and on behalf of Client;
- C. Has read and fully understood the terms and conditions of this Agreement;
- D. Is authorized by Client to bind Client to the terms and conditions of this Agreement, including but not limited to the Financial Responsibility set forth in Paragraph 1 – Payment Terms; and,
- E. That Client is fully aware of the terms and conditions of this Agreement.

ACCEPTED AND AGREED ON BEHALF OF TRIAD CLIENT:

Full Legal Name of Triad Client: Mayor and City Council of Cumberland

Typed/Printed Name of Signatory: Robert Smith, P.E.

Position/Title of Signatory: Director of Engineering & Utilities

Signature:  Date: April 9, 2024

BILLING INFORMATION (Please complete the following to assist us in proper invoicing):

Project Site Physical Address: 215 Bowen Street
Cumberland, MD 21502

Triad Client Billing Address: 57 N. Liberty Street
Cumberland, MD 21502

Invoicing Contact Name: Derrick Grimm

Invoicing Contact Phone: 301-759-6600 Facsimile Number: NA

Invoicing Contact Email Address: derrick.grimm@cumberlandmd.gov

PO Number or Other Reference: 2023-14-PBLD

Special Instructions for Invoicing: Please reference MSC SPCC

TERMS AND CONDITIONS

- 1. PAYMENT TERMS:** For Clients without prior credit approval by Triad, Client agrees to pay to Triad a retainer of not less than one-half of Triad's estimated project fee prior to Triad beginning work. Payment in full of the remaining balance is due at the time the project is complete, and prior to Triad providing deliverables to Client or as otherwise agreed in writing.

For Clients with credit approval by Triad, payment is due upon receipt of Triad's invoice. However, payment terms are at the discretion of Triad and are contingent upon credit approval, payment history, or other factors considered relevant by Triad. Payment terms may change as factors considered relevant by Triad change. If payment is not received within thirty (30) days from the invoice date, the principal amount of the invoice shall be considered past due. Client agrees to pay a late fee equal to 1.5% per month of the past due principal amount. In the event any amount is past due more than 45 days from the last day services were provided by Triad to the project, Client acknowledges that Triad must take steps necessary to protect its interests by filing such liens as are permitted by law. In the event such undertaking is necessary, Client agrees to reimburse Triad all costs of these activities, including but not limited to attorney fees, court costs and expenses. In the event of non-payment, Client also agrees to compensate Triad for all costs of collection, including but not limited to attorney fees, court costs and expenses, in addition to all late fees accrued as of the date of final collection.

- 2. CHANGES TO SCOPE OF WORK:** Client understands and agrees that the fee proposed by Triad to complete the Scope of Work is an estimate based on Triad's understanding of the required Scope of Work at the time the proposal was prepared. In the event Triad discovers that the Scope of Work required to complete the project varies from that originally understood by Triad, Triad will provide to Client a Change Order to authorize the additional services and associated changes to estimated project fees and schedule. Client understands and agrees that it may be necessary and beneficial to Client for Triad to perform additional work beyond that set forth in the original Scope of Work, and that it may be necessary to begin/perform the additional work prior to Client's execution of the Change Order. Client agrees to not unreasonably withhold approval of a necessary Change Order.
- 3. INSURANCE:** Triad maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, Triad maintains Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage limits of \$2,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation. The cost of the above coverage is included in Triad's quoted fees. If additional coverage or increased limits of liability are required, Triad will endeavor to obtain the requested additional insurance and Client agrees to pay the costs and premiums associated with additional coverage or increased limits requested by Client.
- 4. STANDARD OF CARE:** Triad makes no warranty or guarantee in connection with the services performed hereunder. Triad will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of Triad's profession practicing in the same or similar locality. No warranty, expressed or implied, is made or intended by Triad's proposal for consulting services or by the furnishing of oral or written opinions or reports.
- 5. LIMITATION OF PROFESSIONAL LIABILITY:** Client agrees that Triad's liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or Triad's fee, whichever is greater. If higher limits of professional liability are desired, Client should discuss the acquisition of additional liability coverage and corresponding charges involved with Triad prior to signing this document. In the event that Client makes a claim against Triad for any alleged error, omission or other act allegedly arising from Triad's professional service, and the Client fails to prove such a claim, then Client shall pay all attorney fees and other costs incurred by Triad in defending itself against the claim.
- 6. WAIVER OF CONSEQUENTIAL DAMAGES:** To the fullest extent permitted by Laws and Regulations, Client and Triad waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of

income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

- 7. INDEMNIFICATION:** Client agrees to indemnify and hold Triad, its officers, directors and employees harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by negligent acts of Client and/or Client's employees, subcontractors or anyone for whom Client is legally liable.
- 8. OWNERSHIP OF DOCUMENTS:** All original documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates, prepared by Triad as instruments of service pursuant to this Agreement, shall be the sole property of Triad. Client further agrees that under no circumstances shall any documents produced by Triad pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of Triad. At the request and expense of Client, Triad will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the work contemplated by this Agreement. All legal instruments related to boundary surveying, including plats of survey, meets and bounds descriptions, etc., shall be maintained indefinitely.
- 9. DELAYS:** In the event that the work is interrupted due to causes beyond the control of Triad, Triad shall be compensated for the labor, equipment and other costs incurred to maintain its work force for Client's benefit during the interruption, or at Client's option, the various costs for demobilization and subsequent re-mobilization. Compensation to Triad shall be based upon Triad's prevailing fee schedule and expense reimbursement policy. Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of either party which were not reasonably foreseeable. For purposes of this Agreement, acts of God and other circumstances include, but are not necessarily limited to, unusual weather, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, or inability - despite reasonable diligence - to supply personnel, equipment or material to the project. Should such acts occur, Client and Triad shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for herein as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.
- 10. RESPONSIBILITIES OF THE CLIENT:** Client agrees to provide all information in its possession, custody, or control which relates to the site, its present and prior uses, or to activities at the site which may bear upon the services of Triad under this Agreement, including, but not limited to, the following:

 - a. a legal description of the site, including boundary lines and a site plan;
 - b. historical information as to the prior owners and uses of the site;
 - c. identification of the location of utilities, underground tanks, and other structures and the routing thereof at the site, including available plans of the site;
 - d. a description of activities which were conducted at the site at any time by the Client or by any person or entity which would relate to the services provided by Triad; and
 - e. identification, by name and/or Material Safety Data Sheets, quantity, location, and date, of any releases or handling of regulated and/or toxic/hazardous substances.
- 11. RIGHT-OF-ENTRY:** If necessary to complete the Work, Client shall furnish Triad right-of-entry to the project site. Triad will take reasonable precautions to minimize damage to the property caused by Triad operations, but Triad does not include in its fee the cost of restoring damage which may result, unless explicitly stated in the Scope of Work. If Client desires Triad to restore the property to a condition equal to its former condition, such work shall be specifically stated in the Scope of Work, and costs assigned accordingly. In no case shall Triad be liable for damages caused by others during or subsequent to Triad's operations, including damages arising from trespass facilitated by developing access to the property by Triad.
- 12. DAMAGE TO EXISTING MAN-MADE OBJECTS:** It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects at or near test, sample or boring locations. If Triad is provided data in writing as to the presence or potential presence of underground or above ground obstructions, such as utilities, Triad will give special instructions to its

field personnel. Client agrees to indemnify and hold Triad harmless from all claims, suits and losses from personal injury, death and property liability damage resulting from unanticipated subsurface conditions, including damage to subsurface structures owned by the Client or third parties, and which occur during, or as a result of, the performance of authorized services by Triad, including but not limited to Triad's legal expenses and costs and any other damage incurred by Triad as a result thereof. If requested by Client in writing, Triad agrees to notify appropriate utility location services in an attempt to identify possible underground utilities at the site prior to the initiation of subsurface exploration activities. The Client, however, retains the responsibility to disclose to Triad the presence and accurate location of any underground utilities or man-made objects which may, or may not, be identified or located at the site by appropriate utility location services, but which are known to exist by the Client.

- 13. SAMPLING OR TESTING LOCATION:** Unless otherwise specifically stated in the Scope of Work, Triad's estimated fees do not include costs for determining accurate horizontal and vertical locations of tests, samples or borings. Therefore, locations described in Triad's reports or shown on sketches are based on information furnished by Client or others, or estimates made by Triad's authorized representatives. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated in writing by Triad.
- 14. UNCONTAMINATED SAMPLE DISPOSAL:** Unless otherwise requested, uncontaminated test specimens or samples may be disposed of immediately upon completion of tests. Upon written request, Triad will retain test specimens or samples for a mutually acceptable storage charge and period of time.
- 15. SAFETY:** Should Triad provide services at a project site where active construction, manufacturing, or other activity is occurring which could result in health or safety hazards, Client agrees that, in accordance with generally accepted practices, the Client will be solely and completely responsible for safe working conditions on the job site. This includes safety of all persons and property during the performance of the work and compliance with OSHA regulations. These requirements will apply continuously and not be limited to normal working hours. Any monitoring of Client's construction contractor procedures conducted by Triad is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the site.
- 16. DISCOVERY OF UNANTICIPATED REGULATED AND/OR TOXIC/HAZARDOUS MATERIALS:** Triad and Client agree that the discovery of unanticipated regulated and/or toxic/hazardous materials constitutes a changed condition mandating renegotiation of the Scope of Work or termination of services. Triad and Client agree that the discovery of such unanticipated materials will make it necessary for Triad to take immediate measures to protect human health and safety, and/or the environment. Triad agrees to notify Client as soon as practically possible should unanticipated materials or suspected materials be encountered. Client encourages Triad to take any and all measures that in Triad's professional opinion are justified to preserve and protect the health and safety of Triad's personnel and the public, and/or the environment, and Client agrees to compensate Triad for the additional cost of such work. In addition, Client waives any claim against Triad, and agrees to indemnify, defend and hold Triad harmless from any claim or liability for injury or loss arising from Triad's encountering of unanticipated regulated and/or toxic/hazardous materials or such suspected materials. Client further agrees to compensate Triad for any time spent and expenses incurred by Triad in defense of any such claim, with such compensation to be based upon Triad's prevailing fee schedule and expense reimbursement policy. To the extent required by law, Client shall promptly report regulated conditions, including, without limitation, the discovery of releases of regulated and/or toxic/hazardous substances, at the site to the appropriate public authorities in accordance with applicable law.
- 17. HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLE DISPOSAL:** In the event that samples and/or materials contain or are suspected to contain regulated substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Triad at its sole discretion may, after completion of testing: (1) return such samples and materials to Client, or (2) reach an agreement to have such samples and/or materials properly disposed in accordance with applicable laws. Client agrees to pay all costs associated with the storage, transport, and disposal of hazardous or potentially hazardous samples and/or materials. Client recognizes and agrees that Triad is acting as a bailee and at no time assumes title to said waste.
- 18. CONTAMINATED EQUIPMENT:** All laboratory and field equipment and/or tools contaminated by unanticipated regulated and/or toxic/hazardous materials as a result of performing the Work will be decontaminated at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment and/or

tools which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment and/or tools shall be delivered to Client or disposed of in a manner similar to that indicated for regulated substances or hazardous materials. Client agrees to pay the fair market value of any such equipment and/or tools which cannot reasonably be decontaminated.

19. SUBSURFACE RISKS: Whenever engineering or related disciplines are applied to assess subsurface conditions, Client recognizes that special risks occur, and that even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of care, may fail to detect certain conditions. Therefore, Client assumes the risk that subsurface conditions that Triad properly infers to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that, due to natural occurrences or direct or indirect human intervention at the site or distant from it, subsurface conditions may quickly change. Client realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied by Triad to help reduce them to that level deemed tolerable by Client. Triad is available to explain these risks and risk reduction methods to Client but, in any event, the scope of services included with this Agreement is that which Client agreed to or selected, in light of his own risk preferences and other considerations.

20. CERTIFICATION: Should Triad employ sampling or testing procedures during the course of the work, Client understands that such procedures indicate actual conditions only at the precise locations from which samples or tests were taken, and that Triad will make inferences based on these results to form a professional opinion of conditions in areas beyond those from which samples or tests were taken. Client recognizes that Triad cannot assure the existence of conditions which are inferred to exist from sample or test results. Accordingly, Client agrees that Triad cannot provide any certification of the existence of conditions in locations not directly sampled or tested by Triad.

Unless the Scope of Work specifically provides for certification of the Work beyond those standards set forth in Paragraph 4 of this Agreement, Triad shall not be expected or required to provide any Certification of the Work to Client or third parties. In the event Client anticipates the need for any Certification of the Work by Triad, whether for Client or for third parties, this requirement shall be discussed with Triad's authorized representative prior to execution of this Agreement, and appropriate consideration negotiated.

21. SITE VISITS: Where the Work includes monitoring of project site activities by Triad, Client agrees that the Work does not include site visits at a frequency or number beyond those established in the Scope of Work. It is further agreed that Triad will not assume responsibility for the means, methods, techniques, sequences or procedures of project site activities, and it is understood that services provided by Triad will not relieve others of liability for performing the work in accordance with the plans, specifications, and applicable codes and regulations. Triad will alert Client in a timely manner when Triad deems work pertinent to the Scope of Work is not being performed in accordance with the project plans and specifications. Any deviation from the aforementioned shall be defined in the Scope of Work.

In the event the Scope of Work includes site visits by Triad for any purpose, it shall be Client's or Client's designated representative's responsibility to give Triad reasonable notice of the occurrence of any event or procedure requiring Triad's observation or testing. Triad will not be liable for any aspect of an event or procedure for which Triad does not receive 24 hour notice or such notice as may be otherwise agreed.

22. SUBPOENAS AND OTHER LEGAL NOTICES: All costs associated with compliance with any subpoena for documents, summons, testimony in a court of law, or for any other purpose relating to work performed by Triad under this Agreement, shall be paid by the Client. Costs include, but are not limited to, hourly personnel charges, travel and accommodations, advice of counsel, and all other reasonable associated costs.

23. DISPUTES: If a dispute arises out of the performance of this Agreement (including fees due Triad), the parties agree to exercise good faith efforts to resolve the matter fairly, amicably, and in a timely manner. If the dispute cannot be settled through discussion, each party agrees to endeavor to settle the dispute through mediation. The mediation shall be conducted by a mediator authorized by the state bar association in the jurisdiction where the professional services were performed. The parties agree to resort to arbitration, litigation, or other court proceedings, only in the event that mediation efforts fail to resolve the dispute. Regardless of the outcome of the mediation, the costs associated with the mediation, exclusive of attorney fees, expert fees and other costs not

related to the actual cost of administering the mediation, shall be borne equally by the parties. Notwithstanding any of the dispute resolution provisions stated herein, Triad may proceed with filing and perfecting by litigation, if necessary, any mechanic's liens otherwise assertable under governing law.

- 24. TERMINATION OF SERVICES:** Client or Triad may terminate this Agreement for its convenience upon delivery of three days written notice to the other party. In the event Client requests termination of services prior to completion of the Scope of Work, Client agrees to pay all fees incurred through the date services are terminated, plus any necessary shutdown costs. If during the execution of the services, Triad is required to stop operations as a result of changes in the Scope of Work due to requests by the Client or requirements of third parties, Client agrees to pay Triad such additional reasonable charges as may be necessary to compensate Triad for delay, additional expense, or otherwise, including lost profits.
- 25. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY:** Triad and subconsultant (if applicable) shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 26. MODIFICATION OF CONTRACT:** This Agreement may be modified only in writing, signed by authorized representatives of the Client and Triad.
- 27. GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the State or Commonwealth in which the professional services were performed.

File Attachments for Item:

. Order 27,449 - authorizing Change Order No. 1 to the City Hall Building Elevator Modernization project with an increase of \$7,200, bringing the total contract price to an amount not to exceed \$220,836

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

ORDER NO. 27,449

DATE: April 16, 2024

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 with Kone, Inc., 6901 Muirkirk Meadows Drive, Beltsville, MD 20705, for the costs associated with the delay of the project for storage and labor, for the City Hall Building Elevator Modernization (2023-14-PBLD), in the amount of Seven Thousand Two Hundred Dollars and No Cents (\$7,200.00), bringing the total contract price not to exceed Two Hundred Twenty Thousand Three Hundred Eight Six Dollars and No Cents (\$220,386.00).

Raymond M. Morriss, Mayor

Budget: 115.032B.62000

Council Agenda Summary

Meeting Date: 4/16/2024

Key Staff Contact: Robert Smith, PE

Item Title:

City Hall Building Elevator Modernization – Change Order #1

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

This change order is for the costs associated with the delay of the project. The costs are due to the storage and labor for double handling of the materials due to the delay in the amount of \$7,200.00. This results in an overall increase of \$7,200.00 with the new contract value now being \$220,386.00.

Amount of Award: \$7,200.00

Budget number: 115.032B.62000

Grant, bond, etc. reference: City Funds

Subcontract Change Order



Change Order No: 1

Date Submitted: 4/4/2024

PROJECT NAME: City of Cumberland
PROJECT ADDRESS: 57 North Liberty Street
Cumberland, MD 21502
PROJECT NUMBER: 6737645

Contract Date: 1/13/2022
Contract Number: 83775 Elevator

Customer Name: City of Cumberland
Customer Address: 57 North Liberty Street
Cumberland, MD 21502

Subcontractor Name: KONE Inc.
Subcontractor Address: 6901 Muirkirk Meadows Dr
Beltsville, MD 20705

The Contract is hereby modified by the following scope / item(s):
This change order is for 2 months for storage and labor for double handling of the materials.

The following costs are required to accomplish the above scope:

Material Cost Subtotal	\$	7,200.00
Use Tax 0.00%	\$	-
Labor Cost Subtotal	\$	-
Miscellaneous Cost Subtotal	\$	-
Miscellaneous Tax (Subcontractors) 0.00%	\$	-
Base Cost Subtotal	\$	7,200.00
Local Tax 0.000%	\$	-
Insurance 0.0%	\$	-
Liability 0.0%	\$	-
Change Order Cost Subtotal	\$	7,200.00

Submitted By:

KONE Inc.

Mark Up for OH & Profit

<i>Labor</i>	0.0%	\$	-
<i>Materials</i>	0.0%	\$	-
<i>Subcontractors</i>	0.0%	\$	-

By: Carola Torres Date: April 4, 2024

Total Amount of this Change Order: \$ 7,200.00

Name: Carola Torres
 Title: Construction Project Manager

Contract Time For Completion shall be increased by: days

Please sign two (2) copies of this Change Order and return two (2) copies to KONE. A fully executed copy of this Change Order will be returned to you for your files.

Unless allowed for otherwise in the description above, payment for this Change Order shall fully compensate the contractor for all costs related in any way to this work and its effect on other work already contracted. Contractor agrees said work is for the benefit of the overall project and the cost of this Change Order includes additional costs, if any, attributed to loss of efficiency of labor performing the work. This change order pricing is based on current pricing schedules and will be valid for 90 days. This change order pricing may be withdrawn and subject to revision if not accepted within 30 days of submission.

Signed Accepted:

The undersigned below, in addition to accepting this change order as binding to both parties, also acknowledges and certifies that they are an authorized representative to sign change orders on behalf of their respective company. The undersigned also agree to recognize KONE Inc.'s change order form in lieu of their own for this change order in the event that they do not submit a fully duplicated one on their own standard form within two (2) weeks of the executed date of this change order.

Subcontractor:
KONE Inc.

By: _____ Date: _____

Name/Title: Carola Torres / Construction Project Manager

Contractor:
City of Cumberland

By: _____ Date: _____

Name/Title: _____

File Attachments for Item:

. Order 27,450 - authorizing the City Administrator to execute Park Concession Leases of less than five (5) consecutive days or less than two (2) consecutive weekends

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

ORDER NO. 27,450

DATE: April 16, 2024

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

THAT, the City Administrator be and is hereby authorized to execute Park Concession Leases of less than five (5) consecutive days or less than two (2) consecutive weekends.

Raymond M. Morriss, Mayor