



# 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

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## AGENDA

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

DATE: March 19, 2024

### OPEN SESSION

#### Pledge of Allegiance

#### Roll Call

#### Statement of Closed Meeting

#### 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 pound weight classification

#### Proclamations

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

#### Director's Reports

##### (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

##### (C) Police

1. Police Department Monthly Report for February 2024

## **Public Comments – FOR AGENDA ITEMS ONLY**

All public comments are limited to 5 minutes per person

### **Unfinished Business**

#### **(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
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

### **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

#### **(B) Orders (Consent Agenda)**

1. 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
2. Order 27,415 - declaring Cumberland Police Department Unit #9 (2020 Ford Explorer, MD reg 18163LG, Vin# 1FM5K8AB3LGC94662) surplus for sale or scrap
3. 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
4. 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
5. 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

- [6.](#) 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
- [7.](#) 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
- [8.](#) 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
- [9.](#) 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
- [10.](#) 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
- [11.](#) Order 27,424 - authorizing appointments to the Evitts Creek Water Company Steering Committee
- [12.](#) Order 27,425 - declaring certain City-owned properties to be surplus and authorizing them for sale
- [13.](#) 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
- [14.](#) Order 27,427 - accepting the sole source purchase of traffic control equipment from Econolite in an amount not to exceed \$25,524.68
- [15.](#) 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
- [16.](#) 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
- [17.](#) 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"

- [18.](#) 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”
- [19.](#) 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
- [20.](#) 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
- [21.](#) 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
- [22.](#) 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

### **Public Comments**

All public comments are limited to 5 minutes per person

### **Adjournment**

**File Attachments for Item:**

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



**City of Cumberland**  
~ MARYLAND ~

# Proclamation

**WHEREAS,** *American woman of every race, class, and ethnic background served this nation as early leaders and were in the forefront of every major progressive social change movement*

**WHEREAS,** *Woman of Cumberland – including all past/present City Council women, and leaders well known and unknown, today are contributing to the building of Cumberland. Our grandmothers, mothers, sisters and aunts' accomplishments made possible the “Queen City of the Alleghenies” and our quality of life*

**WHEREAS,** *Despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history; and*

**WHEREAS,** *American women have played and continue to play critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home*

**Now, Therefore, the Mayor and City Council of Cumberland,**  
*do hereby proclaim March 19, 2024 in the City of Cumberland as*

## “CUMBERLAND’S WOMEN IN HISTORY MONTH”

Given under our Hands and Seals this 19<sup>th</sup> Day of March, in the Year 2024,  
with the Corporate Seal of the City of Cumberland Hereto  
Attached, Duly Attested by the City Clerk.

**ATTEST:**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

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*Allison Layton*  
**City Clerk**

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*Raymond M. Morriss*  
**Mayor**

**File Attachments for Item:**

. Administrative Services Department Monthly Report for February 2024

## **Administrative Services Monthly Report for February, 2024**

**March 19, 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 February, 2024.

### **Information Technology Department**

February 2024

Johnna Byers, Director

#### **Statistics**

256 new help desk requests  
252 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
- Order new virtual server equipment
- Assist with cable rerouting and misc activities during City Hall carpet installs
- Assist with Laserfiche forms email issue



## Parks and Recreation

February 2024

*Ryan Mackey, Director*

Feb 1 – Pavilion rentals started. 28 Reservations were made for the upcoming summer.

-Field Usage Applications started coming in.

Feb 2 – Groundhogs Day Event

### Meetings

-February Parks and Rec Board Meeting was cancelled. Next Meeting is March 4.

-Meeting for Preliminary Ideas for Arbor Day

-Meeting to discuss Easter Egg Hunt at Constitution Park

-Met with Global Action Sports for Park Trail design

-Met with Finance to discuss Parks budgeting strategy

### Park Issues

-Met with fence companies to fence in Flynn Field.

-Spoke with Devin/Streets Department about upcoming summer projects and planning park opening. Projects included fixing trenching area near Mayors Monument and Duck Pond

## Community Development Report

February 2024

*Kevin Thacker, Code Compliance Manager*

### CODE COMPLIANCE

#### **Noted Activity:**

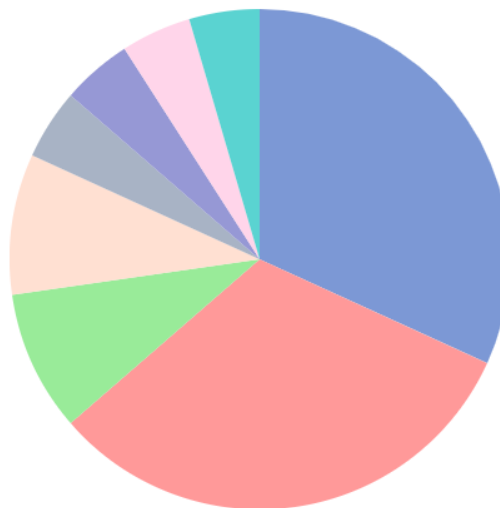
#### **Code Enforcement Activity:**









47 new cases received – 19 of those are still open

22 violations were found

28 cases have been resolved

Open Date From: 02/01/2024  
Open Date To: 02/29/2024



Violations by Violation Type			
	Dwellings, yards and lots to be kept clean	7	31.8%
	Licensing of rental dwelling units	7	31.8%
	Duties of owner and operator	2	9.1%
	Keeping of livestock prohibited; exceptions	2	9.1%
	(10) Truck and vehicle parking requirements	1	4.5%
	Barking or howling dogs	1	4.5%
	Cleanliness of sidewalks, alleys and gutters	1	4.5%
	Cutting of weeds	1	4.5%

**Permits/Reviews & Rental Licenses:**

33 Total Permits/Reviews were issued  
45 Rental Inspections were completed

<b>Building</b>	<b>Miscellaneous</b>	<b>Occupancy</b>	<b>Signage</b>
Residential.....1	Residential.....5	Residential ..... 1	
Commercial.....3	Commercial.....1	Commercial ..... 5	Commercial ..... 4
<b>Electrical</b>	<b>Plumbing</b>	<b>Utility</b>	<b>Demolition</b>
Residential.....3	Residential.....1	Residential ..... 0	Residential ..... 0
Commercial.....3	Commercial.....1	Commercial ..... 0	Commercial ..... 0
<b>Public ROW</b>	<b>Rental Licenses</b>	<b>Rental Inspections</b>	
.....4	Residential.....34	Passed ..... 41	
		Failed ..... 4	
<b>Plans, Reviews, Amendments and Appeals</b>	<b>Certificates of Appropriateness</b>		
(ZA, RPR, SR, ZMA, ZTA, SRA)	Issued..... 1		
(Type) Issued .....0	<b>Request for Change/Amendment</b>		
	Issued..... 0		

**Revenue from 'Issued' Permits/Reviews:**

Building Permits .....	\$2495.87
Miscellaneous Permits .....	92.00
Occupancy Permits .....	166.00
Sign Permits .....	196.11
Utility Permits .....	0.00
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.....)	3175.00
Paid Rental Inspection Requests.....	0.00
<b>TOTAL .....</b>	<b>\$6124.98.00</b>

Demolition Bonds Collected.....\$0.00

## Community Development Programs

February 2024

*Lee Borrer, Senior Community Development Specialist*

Regular CDBG-January events are reported as February monthly report. The 2024 Annual Action Plan began in January and staff hosted all focus meetings and technical assistance meetings. Meeting summaries were completed. One Amendment is up for approval February 20, 2024. Those amounts are highlighted in green.

Community Development Block Grant (CDBG) Monthly Activity	February 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
<b>2020 Grant Totals</b>		<b>\$407,453.75</b>	<b>\$263,883.52</b>	<b>\$143,570.23</b>
(May 2 amend) incr. Long Term Prescript	2021	\$2,068.98	\$744.00	\$1,324.98
(May 2 amend) YMCA Trans Shelter 3 fl floor	2021	\$56,642.48	\$0.00	\$56,642.48
<b>2021 Grant Totals</b>		<b>\$58,711.46</b>	<b>\$744.00</b>	<b>\$57,967.46</b>
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
Admin	2022	\$101,000.00	\$98,452.85	\$2,547.15
Ind Cost	2022	\$16,000.00	\$11,184.60	\$4,815.40
FH	2022	\$13,000.00	\$11,115.66	\$1,884.34
Gilchrist Security for Transi Housing	2022	\$30,820.00	\$29,614.00	\$1,206.00
<b>2022 Grant Totals</b>	<b>2022</b>	<b>\$359,204.50</b>	<b>\$159,705.04</b>	<b>\$199,499.46</b>
JFV Pavillion Basktbl Ct Install	2023	\$44,000.00	\$0.00	\$44,000.00
AYEPS Youth Center Facil Rehab	2023	\$20,000.00	\$0.00	\$20,000.00
Admin	2023	\$117,000.00	\$27,082.42	\$89,917.58
Ind Cost	2023	\$12,000.00	\$2,835.50	\$9,164.50
FH	2023	\$11,000.00	\$1,847.59	\$9,152.41
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	\$744.00	\$10,691.00
PHA JFV Sidewalk Imps	2023	\$27,126.00	\$0.00	\$27,126.00
FCRC Domestic Violence IPV classes	2023	\$20,500.00	\$3,842.23	\$16,657.77
Targ City Foot/Bike Patrols	2023	\$4,960.00	\$3,138.95	\$1,821.05
YMCA Food Trans Shelter	2023	\$8,000.00	\$1,665.22	\$6,334.78
Constitution Park Trails	2023	\$303,000.00	\$0.00	\$303,000.00
<b>2023 Grant Totals</b>		<b>\$799,982.00</b>		<b>\$758,826.09</b>
			Total All Yrs	\$1,159,863.24
January 2024 CDBG Report 2/14/24				

Balances:	Year	IDIS grant rpt
\$143,570.23	2020	
\$57,967.46	2021	
\$199,499.46	2022	
\$55.04	2022 PI	
\$758,826.09	2023	
\$93,281.65	2020 cv	*change each month
\$201,537.69	OLD 20 21	
<b>\$1,253,199.93 Total All</b>		20,21,22,23, PI, CV

\$1,159,918.28 Total Reg CDBG

Post Jan draw (2/14/24)

CDBG-CV- 4 projects remain open, 3 are underway. The CV Constitution Park playground rehab continues to be delayed by Allegany County/State of Maryland (other funding source). CARES ACT CDBG is 85% expended!

CARES ACT CDBG Monthly Report	Amount Funded	Expended	Funds Remain	IDIS #
CV Broadband & Technology Accessibility	\$109,155.60	\$109,155.60	\$0.00	1758
CV Family Crisis Resource Center COVID hotline/Hepa	\$84,544.00	\$80,447.51	\$4,096.49	1788
CV3 AYEP Youth Center Rehabilitation SEE FUNDS ADDED	\$190,050.73	\$184,709.23	\$5,341.50	1764
CV Constitution Park Improvements/Trails	\$14,153.74	\$0.00	\$14,153.74	na
CV Constitution Park Improvements/Playground	\$63,300.40	\$0.00	\$63,300.40	
<b>TOTAL CDBG CV BALANCE</b>		\$374,312.34	\$86,892.13	
B20MW24001 Award (1st rd)	\$476,251.00			
B20MW24001 Award (3rd rd)	\$119,910.00			

Updated Post Jan 2024 CDBG draw 2/20/2024 \$596,161.00 509,268.87

% Expended 85.42%

## **Historic Planning/Preservation**

February 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 February HPC Meeting scheduled for February 14<sup>th</sup> but moved to February 28<sup>th</sup>.
- Reviewed and administered Certificate of Appropriateness permits/administrative approval.
- Consulted with building owners on projects requiring COA permits.

### **Meetings & Events**

Attended

- DDC Meeting
- State of Maryland MHAA Grant Info Session
- Various city and dept. staff meetings
- Town Hall Mtg. for Baltimore Street Redevelopment
- Mtg. on potential partnership between ACM and students from Estonia
- Attainable Housing Mtg.
- Webinar about Incorporating Art Into Historic Districts
- Met with Columbia Street Residents

### **Grants, Tax Credits and Section 106 reviews**

Administered/managed funding/grants for:

- Cumberland Wayfinding Plan (Draft RFP)
- Residential Accessibility Improvement Program
- Roof Replacement Program
- Executed Grant Reports
- Conducted Section 106 Reviews (as needed) for various projects.
- Worked on potential grant projects for FY2025
- Answered questions (as needed) regarding tax incentives from both current and potential building owners.

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

**Cash Flow:**

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

On February 1, 2024, the City had a cash balance of \$8.7 million (\$8.2 million invested in a value money market program and \$500 thousand participating in a sweep program at First United Bank). Receipts exceeded disbursements by \$1.2 million resulting in a cash balance of \$9.9 million at February 29, 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 February 29<sup>th</sup>, the significant tax receivable balances are reflected in the table below.

Taxes receivable (General Fund)		Adjustments/				
	Beg Balance	New Billings	Abatements	Collections	Bad Debt	Ending Balance
						\$ 3,665,061
FY 2024	\$ 1,686,427	\$ 1,223,736	\$ (42,753)	263,379	\$ -	\$ 2,604,031
FY 2023	584,351	44,313	(1,261)	16,170	-	611,233
FY 2022	239,544	22,716	-	21,709	-	240,551
FY 2021	40,938	-	-	68	-	40,870
FY 2020	55,192	-	-	-	-	55,192
FY 2019	24,325	-	-	-	-	24,325
FY 2018	34,505	-	-	-	-	34,505
FY 2017	13,959	-	-	-	-	13,959
FY 2016	11,236	-	-	-	-	11,236
FY 2015	10,844	-	-	-	-	10,844
FY 2014	7,132	-	-	-	-	7,132
FY 2013	2,980	-	-	-	-	2,980
FY 2012	2,538	-	-	-	-	2,538
Prior FY's	5,665	-	-	-	-	5,665
	<u>\$ 2,149,431</u>	<u>\$ 1,290,765</u>	<u>\$ (44,014)</u>	<u>\$ 301,326</u>	<u>\$ -</u>	<u>\$ 3,665,061</u>

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

Real property (non-owner occupied)	\$984,976
Personal Property	1,229,016
Real Property (semiannual payments)	390,039
Real Property (Half Year)	-
	<u>\$2,604,031</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**  
**February 29, 2024**

	Cash	Investments
Beginning Balance	\$ 8,708,441	\$ 30,004,572
Add:		
Cash Receipts	5,230,798	138,014
Investment Transfer	-	-
Less:		
Disbursements	4,057,858	-
Investment Transfer	-	-
Ending Balance	\$ 9,881,381	\$ 30,142,586
Restricted	\$ 1,901,778	\$ 7,287,081

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

<b>Restricted Cash</b>	<b>2/1/2024</b>	<b>Increase</b>	<b>Utilization</b>	<b>2/29/2024</b>
Police Seizures	\$ 75,408	\$ -	\$ -	\$ 75,408
Bowers Trust	59,924	3,874	15,900	47,898
Mason Sports Complex Donation	-	5,000	-	5,000
National Opioid Settlement	44,740	-	-	44,740
GOB 21	249,998	1,044	35,103	215,939
Capital Projects	1,395,618	6,773	-	1,402,391
Demolition & Fiscal Agent Bonds	110,402	-	-	110,402
	\$ 1,936,090	\$ 16,691	\$ 51,003	\$ 1,901,778

<b>Restricted Investments</b>	<b>2/1/2024</b>	<b>Increase</b>	<b>Utilization</b>	<b>2/29/2024</b>
DDC	\$ 2,857	\$ 14	\$ -	\$ 2,871
ARPA	7,250,862	33,348	-	\$ 7,284,210
	\$ 7,253,719	\$ 33,362	\$ -	\$ 7,287,081

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					
	2/1/2024	Increase	Utilization	2/29/2024	
CDA 2019	\$ 2,300	\$ -	\$ 2,300	\$ -	
CDA 2021	3,045,090	-	93,616	2,951,474	
CDA 2023	2,029,213	-	382,163	1,647,050	
GOB 21	249,998	-	34,059	215,938	
	\$ 5,326,600	\$ -	\$ 512,138	\$ 4,814,462	

CSO Projects					
	2/1/2024	Increase	Utilization	2/29/2024	
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 2019 \$2K utilization is toward the Wastewater Treatment Plant (WWTP) influent screen. CDA 2021 \$94K utilization includes \$43K toward the Public Safety Building elevator modifications, \$21K toward a Water Filtration Plant hypo tank, \$1K toward Baltimore Street redevelopment, \$21K toward cross connections, and \$8K toward hydrant and valve replacements. CDA 2023 \$382K utilization includes \$141K for the final payment toward the WWTP influent screen, \$126K for WWTP roof replacements, and \$115K for a Water Distribution dump truck. GOB21 \$34K utilization includes \$5K toward the Baltimore Street bridge and \$30K for a covert police vehicle; 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 (\$94K), 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 (128K) 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 (\$500K), 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 February 29, 2024, the City utilized \$13.1 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 February 29, 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			\$ 101,600	\$ 81,900
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		\$ 50,676	\$ 1,469,356
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		\$ -				\$ 33,349
Total:	\$19,595,850	\$19,595,850	\$736,907.4	\$157,153	\$ 13,141,338	\$ 7,067,615

Respectfully submitted,

Jeffrey F. Silka  
City Administrator

*sln*

**File Attachments for Item:**

. Maintenance Division Monthly Report for February 2024

**MAINTENANCE DIVISION REPORT  
FEBRUARY 2024**

**Street Maintenance Report**

**Fleet Maintenance Report**

**Central Services Report**

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

- Potholes and Citizen Reports
  - 35 Service Requests Completed
  - 40 Streets and 7 Alleys Repaired
  
- Tree Removal and Pruning
  - 18 hazard trees were removed.
  - 24 trees were trimmed.
  - Tree Complaints and Tree Issues
    - Resolved and/or addressed 41 tree complaints and tree issues.
  - Other Work
    - Shade Tree Meeting Postponed
    - Continued Tree and Brush mitigation at Park and Mason's
    - Pesticide training scheduled for 2/6/24 & 2/22/24
    - Partnered with LBC to remove Tree and Brush Debris on Queen City Drive
  
- Street Cleaning Operations
  - 32 Loads Collected
  - 20.5 Tons of Debris to Landfill
  - 761 Miles of Streets Swept
  
- Sign Work
  - 12 Traffic Control Sign Repaired / Installed
  - 8 Street Name Signs Repaired / Installed
  - 6 Handicap Signs Repaired / Replaced
  - Handicap Signs Removed / Installed
  
- Miscellaneous
  - Baltimore Street Underpass Cleaned 4x
  - Snow Removal and Ice Control Operations occurred for 8 days of the month
  - 2 Events for Traffic Control
  - Began Road Side Brush Control on West Side

**FLEET MAINTENANCE  
MONTHLY REPORT  
FEBRUARY 2024**

<b>DEPARTMENT</b>	<b>REPAIRS</b>
<b>Central Services</b>	<b>3</b>
<b>Community Development</b>	<b>0</b>
<b>DDC</b>	<b>0</b>
<b>Engineering</b>	<b>4</b>
<b>Fire</b>	<b>18</b>
<b>Fleet Maintenance</b>	<b>4</b>
<b>Flood</b>	<b>4</b>
<b>MPA</b>	<b>0</b>
<b>P &amp; R Maintenance</b>	<b>5</b>
<b>Police</b>	<b>23</b>
<b>Public Works</b>	<b>0</b>
<b>Sewer</b>	<b>10</b>
<b>Snow Removal</b>	<b>12</b>
<b>Street Maintenance</b>	<b>32</b>
<b>Water Distribution</b>	<b>21</b>
<b>WFP</b>	<b>2</b>
<b>WWTP</b>	<b>0</b>
<b>In House Fleet Maintenance Projects</b>	<b>9</b>
<b>Scheduled Preventative Maintenance</b>	<b>33</b>
<b>Field Service Calls</b>	<b>10</b>
<b>Total Fleet Maintenance Projects</b>	<b>190</b>
<b>Total Repair Orders Submitted</b>	<b>18</b>
<b>Fleet Maintenance Risk Management Claims</b>	<b>0</b>

**CENTRAL SERVICES  
MONTHLY REPORT  
FEBRUARY 2024**

- **City Hall**: Repaired lights in the Finance office area. Replacing the carpet from the Finance conference room to the Comptroller's office. Had the door hinges replaced on the outside Liberty side front doors by Cumberland Glass Service.
- **Municipal Service Center**: Installed EXIT signs in the new pole building. Took measurements to replace the floor tile in the downstairs office area. Maintenance all the garage doors (greased and check for loose hinges and bad rollers). Worked on the gas furnace in the tractor garage Flood Department.
- **Public Safety Building**: Helped with moving and assembly of tables, chairs and desk for police department. Removed a refrigerator for Engineering Department break room. Removed the old kitchen stove from Fire Department kitchen. Removed covid barriers for C3I office 3<sup>rd</sup> floor. Repaired the toilet in the 3<sup>rd</sup> floor female bathroom on the Police Department side. Installed a shelf and towel bar in the 2<sup>nd</sup> floor female police locker room and had the cleaning contractor clean the shower stall better. Repaired the shore air in bay #2 in the Fire Department garage that got pulled down. Repaired the main Police door in the lobby and got a quote to replace with a steel door. Replaced the seal and bearing assembly on a hot water baseboard pump in the boiler room.
- **Flood/Sewer Department**: Meet with Jeff Koontz and the SQD field service representative for quotes to test the High Voltage 2300 volt switchgear at the 3 flood pump building locations. Got a quote from IM Motors to do an onsite test of the 2300 volt pump motors (surge and winding analysis) at the 3 flood pump building.
- **Fire Stations #2**: Maintenance on the garage door. Checked the boiler and oiled the circulating pumps.
- **Downtown Area & Mall**: Helped set up for Groundhog Day event. CCPG power outage with the Power Company. CCPG 5 year elevator test with Kone elevator contractor.
- **Parks**: Replaced flag pole lights at Mayors Monument at the Constitution Park. Started to remove two motors and pump to take to the motor shop to be repaired. Replaced two windows and installed new light fixtures in the lower bathroom at Mason Complex.
- **Traffic and Street Lights**: Reported 19 street lights for the power company to repair. Put the traffic lights in flash at Maryland Ave. and Williams St intersection and Park St and Williams St intersection for Shaffer Construction to make repair to the sidewalks. Replaced burned out lights at the intersection of Henderson Ave and Knot St.
- Load tested generators. February 28, 2024
- Monthly Safety Meeting – February 22, 2024
- PM's on all the pumps and motors at PSB, City Hall and MSC

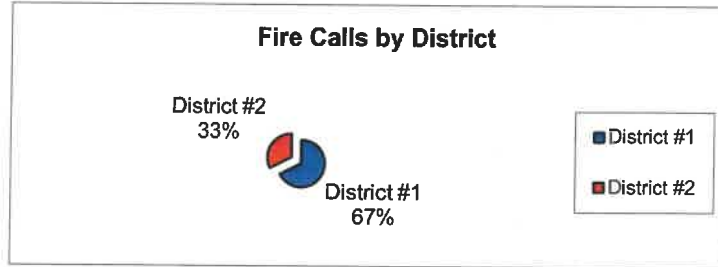
**File Attachments for Item:**

. Fire Department Monthly Report for February 2024

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

**Cumberland Fire Department Responded to 161 Fire Alarms:**

Responses by District:	
District #1	108
District #2	52
Out of City	<u>1</u>
	161



Number of Alarms:	
First Alarms Answered	159
Working Alarms Answered	<u>2</u>
	161

Calls Listed Below:	
Property Use:	
Public Assembly	3
Educational	3
Institutional	8
Residential	102
Stores and Offices	15
Storage	1
Basic Industry, Utility	1
Special Properties	<u>28</u>
	161

Type of Situation:	
Fire or Explosion	10
Overpressure/Heat	2
Rescue Calls	92
Hazardous Conditions	3
Service Calls	12
Good Intent	12
False Calls	<u>30</u>
	161

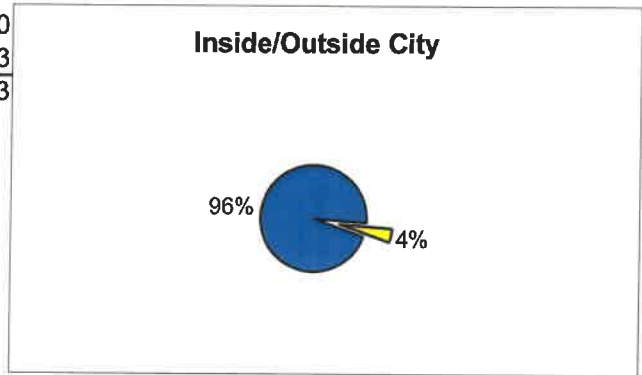
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in February:	\$3,880.00
Total Fire Service Fees for Fire Calls Billed by MCA Fiscal Year to Date:	\$12,330.00
Fire Service Fees for Fire Calls Paid in February:	\$600.00
All Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$1,210.00
Total Fire Service Fees Paid in FY2024:	\$2,870.00

Fire Service Fees for Inspections and Permits Billed in February:	\$900.00
Fire Service Fees for Inspections and Permits Paid in February:	\$850.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$2,300.00



**Cumberland Fire Department Responded to 533 Emergency Medical Calls:**

In City Calls	510
Out of City Calls	23
<b>Total</b>	<b>533</b>



**Cumberland Fire Department Responded to 20 Mutual Aid Calls:**

17 Mutual Aid Calls within Allegany County	
3 Mutual Aid Calls outside of Allegany County	
<b>Total</b>	<b>20</b>

Bowman's Addition VFD	4
Cresaptown VFD	12
Flintstone VFD	1
	<b>17</b>

Ridgeley, WV VFD 3

**Cumberland Fire Department Responded to 3 Paramedic Assist Calls:**

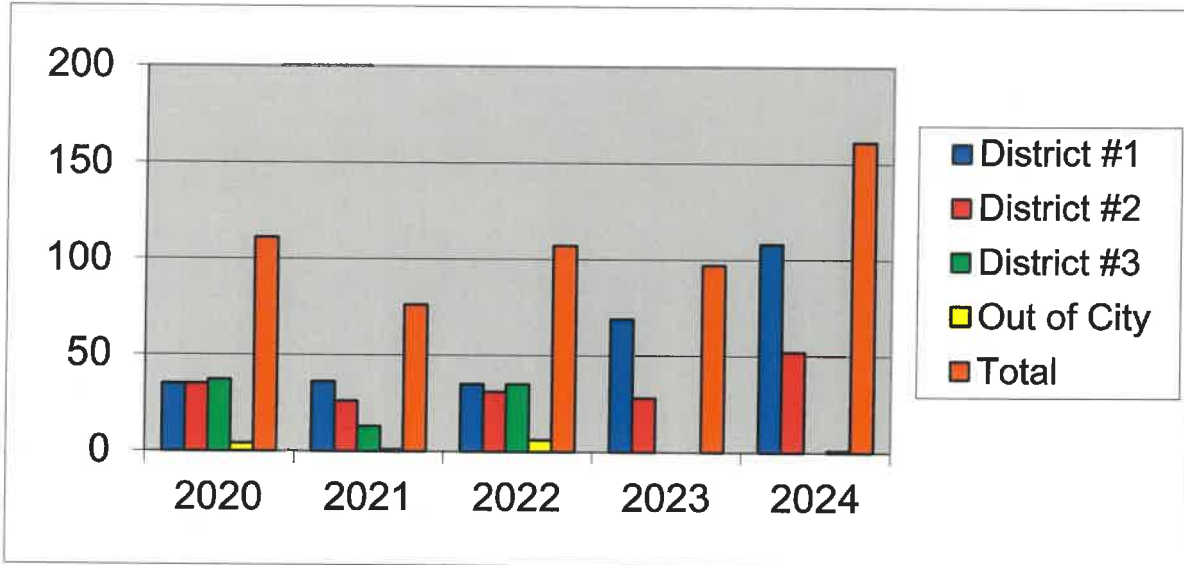
0 Paramedic Assist Calls within Allegany County	
3 Paramedic Assist Calls outside of Allegany County	
<b>Total</b>	<b>3</b>

Ridgeley, WV VFD 3

Total Ambulance Fees Billed by Medical Claim-Aid for the month of February:	\$203,765.97
Ambulance Fees Billed Fiscal Year to Date:	\$1,324,890.89
Ambulance Fees Paid:	
Revenue Received in February:	\$113,921.73
FY2024 Ambulance Fees Paid in FY2024:	\$776,941.31
Total Ambulance Fees Paid in FY2024:	\$990,416.64
(All Ambulance Fees, current and previous fiscal years, paid in FY2024.)	

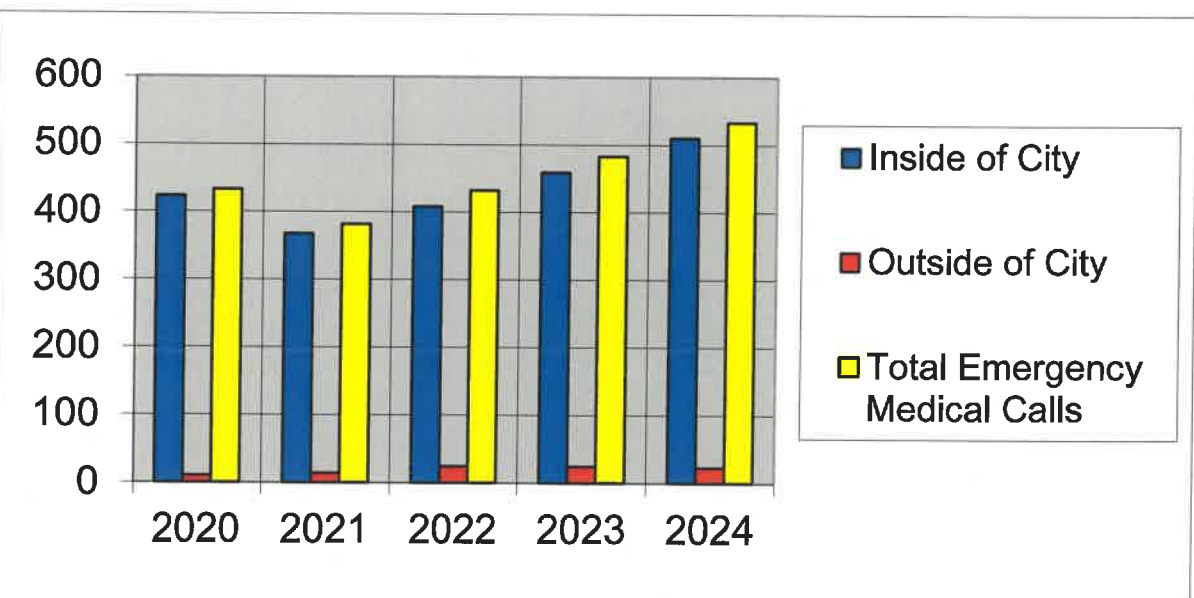
**Fire Calls for the Month of February for a Five-Year Period**

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
District #1	35	36	35	69	108
District #2	35	26	31	28	52
District #3	37	13	35	0	0
Out of City	<u>4</u>	<u>1</u>	<u>6</u>	<u>0</u>	<u>1</u>
Total	111	76	107	97	161



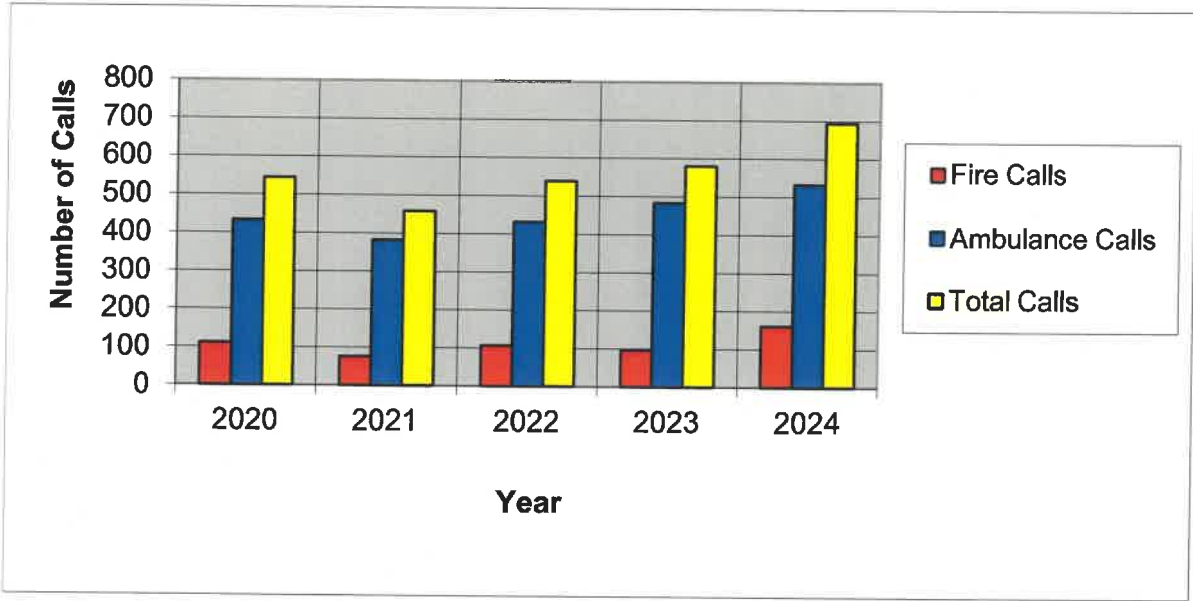
**Ambulance Calls in the Month of February for a Five-Year Period**

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Inside of City	423	368	408	459	510
Outside of City	<u>10</u>	<u>14</u>	<u>24</u>	<u>24</u>	<u>23</u>
Total Emergency Medical Calls	433	382	432	483	533



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

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Fire Calls	111	76	107	97	161
Ambulance Calls	<u>433</u>	<u>382</u>	<u>432</u>	<u>483</u>	<u>533</u>
Total Calls	544	458	539	580	694



**Training**

Departmental Training:

566 man hours

- Arizona Vortex
- Stokes, Rigging and Victim Removal
- Driver Training
- Vehicle Maintenance
- Policy and Procedures
- SCBA
- Fireground Command and Operations
- Propane Emergencies
- May Day/Rapid Intervention
- Paramedic Training
- CERT Team

## **Fire Prevention Bureau**

Complaints Received	2
Conferences Held	9
Correspondence	71
Inspections Performed	10
Investigations Conducted	5
Plan Reviews	2
Burning Permits	12
Public Education	0

## **Personnel**

Notified Lieutenant/Paramedic Dennis L. Steiding retired effective November 1, 2022 with twenty (20) years of loyal and dedicated service to the citizens of Cumberland.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

**File Attachments for Item:**

. Police Department Monthly Report for February 2024



# **City of Cumberland Department of Police**

**Monthly Report**  
**February 2024**



# City of Cumberland Department of Police

## Monthly Report

### February 2024

#### Part 1 Crimes for the Month

	2023		2024			2023		2024			2023		2024	
Aggravated Assaults	3	4	B & E (All)	10	13	Murder	0	0	Rape	0	1			
Robbery	3	2	Theft - Felony	0	0	Theft - Vehicle	4	3						

#### Selected Criminal Complaints for the Month

	2023		2024			2023		2024			2023		2024	
Theft - Misdemeanor	12	18	Theft - Petty	27	23	Domestic Assaults	12	24	CDS	35	35			
Disturbances	111	110	DOP/Vandalism	10	29	Indecent Exposure	2	4	Sex Off - Other	1	3			
Suicide	0	0	Suicide - Attmpt.	0	0	Tampering M/V	0	0	Abuse - Child	2	2			
Trespassing	24	31	Assault on Police	3	4	Assault Other	25	32						

#### Selected Miscellenous Incidents for the Month

	2023		2024			2023		2024			2023		2024	
Alcohol Volations	2	0	Juvenile Compl.	15	7	Missing Persons	6	8	School Resource	146	162			
School Threat	0	0	Sex Off. Regist.	4	0	Truancy	1	0	Death Investigation	5	9			

#### Selected Traffic Incidents for the Month

	2023		2024			2023		2024			2023		2024	
DWI	10	11	Hit & Run	15	8	M/V Crash	46	47	Traffic Stop	387	299			

#### Selected Service Calls for the Month

	2023		2024			2023		2024			2023		2024	
Alarms	36	32	Assist Motorist	25	21	Check Well-Being	96	87	Foot Patrol	121	67			
Assist Other Agency	101	92	Bike Patrol	0	0	Special Events	8	10	Suspicious Activity	62	78			

#### Current Incident Status for the Month

	2023		2024			2023		2024			2023		2024	
Open	16	76	Arrest	241	245	Closed	2006	1772	Suspended	41	28			



# City of Cumberland Department of Police

## Monthly Report

### February 2024

#### Arrests Totals for the Month

	2023		2024			2023		2024			2023		2024	
M/V Citations	52	52	M/V SERO	0	0	M/V Warnings	327	254	Arrest on View Adult	38	43			
Arrest On Crim. Cit.	22	27	Arrest Summons	37	32	Arrest Warrant Adult	39	82	Adult Crim.	140	181			
Arrest Summon (Chrg)	26	30	Arrest Warrant (Chrg)	9	21	Juvenile Crim.	18	22	Arrest on View Juv	18	16			
Arrest Warrant JUV	0	0	Emer. Petition	44	25	Fingerprinting	0	1	RunAway & Miss Per.	5	13			
Civil Citation	3	0												

**Total Incidents Reported :**
**2023**
**2024**  
**2,304**
**2,121**

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**Chuck Ternent - Chief of Police**



# CUMBERLAND POLICE DEPARTMENT

## MONTHLY REPORT

February 2024

### SWORN PERSONNEL: 49 SWON OFFICERS

Administration	5 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	8 officers
Squad N2	8 officers
C3I/C3IN	5 officers
School Resource	2 officers
CAT Team	4 officers
Academy	1 officer

### CIVILIAN EMPLOYEES: 7 full time, 8 part time

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

\*=Grant funded

\*\*=Shared costs with other agencies

### LEAVE REPORT

VACATION TAKEN: 615.25  
COMP TIME USED: 102  
SICK TIME USED: 237.25

YEAR TO DATE (beginning 07/01/23): 6,033.875  
YEAR TO DATE (beginning 07/01/23): 1,298.625  
YEAR TO DATE (beginning 07/01/23): 1,360.25

### OVERTIME REPORT

OVERTIME WORKED: 105.5  
HOSPITAL SECURITY: 86  
COURT TIME WORKED: 369

YEAR TO DATE (beginning 07/01/23): 1,253  
YEAR TO DATE (beginning 07/01/23): 944  
YEAR TO DATE (beginning 07/01/23): 3,233

**File Attachments for Item:**

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

**ORDINANCE NO. 3974**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED “AN ORDINANCE TO ENACT DIVISION 4 OF ARTICLE V OF THE CODE OF THE CITY OF CUMBERLAND TO BE ENTITLED ‘ARTS COMMISSION’ PERTAINING TO THE COMPOSITION, TERMS OF SERVICE AND GENERAL PURPOSE OF THE ARTS COMMISSION.”

**WHEREAS**, the Mayor and City Council recognize the important role of art in the cultural enrichment of City residents, the aesthetic quality of the City’s physical environment, and in the City’s community character and civic identity;

**WHEREAS**, public art enhances publicly owned places and contributes a sense of ownership and community pride in public facilities and spaces for City residents;

**WHEREAS**, the establishment of an Arts Commission will further the city’s goal of incorporating art into City-owned public places and encouraging public programs to promote the visual, literary and performing arts; and

**WHEREAS**, the establishment of an Arts Commission will not interfere with the Allegany Arts Council’s fulfillment of its obligations under the terms of an Arts & Entertaining Districts Operating Support Letter of Agreement FY2022 between the City and the Allegany Arts Council regarding the Arts and Entertainment District, which obligations include developing, promoting and supporting diverse artistic and cultural centers so as to preserve a sense of place, provide unique local experiences, attract tourism, and spur economic revitalization and neighborhood pride.

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Division 4 of Article V of the Code of the City of Cumberland be and it is hereby enacted, henceforth to read as follows:

**DIVISION 4. – ARTS COMMISSION**

**Sec. 2-246. – Created.**

There is hereby created a commission to be known and designated as the “Arts Commission.”

**Sec. 2-247. – Purpose.**

The primary purpose of the Arts Commission is to identify and actively encourage the development and sustainability of the established and recognized art district by serving as the City's primary resource in matters of public art and culture, as provided for in this chapter.

**Sec. 2-248. – Members**

- (a) The Arts Commission shall be composed of no more than ten (10) members. Six (6) of the members shall be members at large appointed by the mayor and city council, at least one (1) of whom must be a member of the city council or a city employee. The other four (4) members shall be selected by the following entities from their membership, officers, or members of their boards of directors:
  - (i) The Allegany Arts Council;
  - (ii) The Downtown Development Commission;
  - (iii) The Historic Preservation Commission; and
  - (iv) The Canal Place Heritage Area.

In the event one (1) of the foregoing entities fails to submit the name of a prospective member within two (2) weeks of a written request from the city, the mayor and city council may make that appointment on that occasion.

- (b) Initially, the four (4) non-at-large members shall serve three (3) year terms, three (3) at-large members shall serve two (2) year terms, and three (3) at-large members shall serve one (1) year terms. Thereafter, members shall serve for three (3) years.
- (c) Notwithstanding anything herein to the contrary, members shall serve until their successors are appointed.
- (d) In selecting members of the arts commission, the appointing entities shall consider appointing, but shall not be required to appoint, artists, art gallery curators and others engaged in the creation and display of artwork, and those employed in the arts entertainment field.
- (e) Vacancies caused by death, resignation, or otherwise shall be filled for the unexpired term in the same manner as original appointments are made.

- (f) Arts Commission members serve at the pleasure of the mayor and city council. By a majority vote, and for any reason or no reason at all, the mayor and city council may remove any member without regard to who appointed that individual.
- (g) Members of the Arts Commission must reside in the city, work in the city, or own a business or property in the city.
- (h) Members of the Arts Commission shall serve without compensation.

**Sec. 2-248. - Powers, duties and responsibilities.**

- (a) The Arts Commission shall advise the mayor and city council on matters pertaining to artwork. The term “artwork” as used in this division shall include, without limitations, paintings, murals, stained glass, sculptures, bas-reliefs, monuments, fountains, arches or other structures of a permanent or temporary character intended for ornament or commemoration or any such graphic display as may be incorporated into the design and construction of improvements deemed to illustrate historical, tribal, cultural or artistic impression on public and private property in the City of Cumberland Arts and Entertainment District.
- (b) The Art Commission shall be responsible for:
  - 1. Establishing criteria for the implementation of its obligations;
  - 2. Identifying projects that could benefit from artists’ involvement;
  - 3. Recommending artists to be commissioned to create artwork which is consistent with the venue, community standards, and plans of the city;
  - 4. Providing advice to the mayor and city council regarding the maintenance of public artwork;
  - 5. Advising the mayor and city council on artwork that could be placed on city property, public spaces, or private property which can be viewed by the public in the City of Cumberland Arts and Entertainment District;
  - 6. Reviewing and making recommendations to the mayor and city council on the placement, display, and maintenance of artwork acquired or to be acquired by the city;
  - 7. Providing public information about artwork in the city and art-related activities in or affecting the city;

8. Serving as the “point of contact” for individuals and groups to bring their concerns and ideas regarding public artwork to the city;
6. Exploring, promoting and encouraging arts-related projects and events in the city; and
7. Performing such other duties as directed by the mayor and city council from time to time.

**Sec. 2-249. – Officers, meetings, etc.**

- (a) The arts commission shall be organized by the election of a chairperson, vice chairperson, and secretary. It shall adopt written bylaws or rules and regulations for the conduct of its business, including, but not limited to, the appointment and terms of service of the chairperson, vice chairperson and secretary, the removal of members from those offices, notice for meetings, and other matters pertaining to the scheduling and conduct of regular and special meetings, and other protocols and procedures for the conduct of their meetings.
- (b) The Arts Commission shall meet no less frequently than once quarterly.
- (c) Annually, the Arts Commission shall submit a written report to the mayor and city council, covering its activities for the past year and its plans for the forthcoming year. Such report shall be submitted between July 1 and July 31.

SECTION 2: AND BE IT FURTHER ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that this Ordinance shall take effect from the date of its passage.

Passed this \_\_\_\_\_ day of February, 2024.

\_\_\_\_\_  
Raymond M. Morris, Mayor

ATTEST:

\_\_\_\_\_  
Allison Layton, City Clerk

**File Attachments for Item:**

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

**ORDINANCE NO. 3975**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT WITH AMENDMENTS ARTICLE V OF CHAPTER 15 OF THE CITY CODE, I.E., 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 TO INCLUDE EVENTS INVOLVING THE AMPLIFICATION OF SOUND, MAKING MINOR NON-SUBSTANTIVE CHANGES, AND MAKING OTHER CHANGES CONSISTENT WITH THE FOREGOING."

WHEREAS, the City's Parades and Special Events Ordinance (Article V of Chapter 15 of the City Code) does not include provisions for the permitting of small events;

WHEREAS, in creating small events as a new category of events requiring a permit, the Mayor and City Council hope to facilitate the process of approving events to be held by non-profit entities and community groups;

WHEREAS, as currently drafted, the Parades and Special Events Ordinance (to be renamed the Parades, Special Events and Small Events Ordinance) does not address the amplification of sound; and

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the public at large for the City to take into account the effect amplified sound will have upon persons and businesses within hearing distance of a parade or special event.

NOW THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Sections 15-80 to 15-90 of the Code of the City of Cumberland (1991 Edition) are hereby repealed and reenacted with amendments and shall read as is set forth in the Exhibit A attached hereto. [NOTE: A text-edited version of the changes made is attached hereto as Exhibit B.]



SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this \_\_\_\_ day of March, 2024.

\_\_\_\_\_  
Raymond M. Morriss, Mayor

ATTEST:

\_\_\_\_\_  
Allison Layton, City Clerk

# **EXHIBIT A**

PART II - CUMBERLAND CITY CODE  
Chapter 15 - PARKS AND RECREATION  
ARTICLE V. PARADES, SPECIAL EVENTS AND SMALL EVENTS

ARTICLE V. PARADES, SPECIAL EVENTS AND SMALL EVENTS

**Sec. 15-80. Applicability; short title.**

The terms of this article shall apply to parades, special events and small events, as indicated hereinafter. The short title of this article shall be the Parades, Special Events and Small Events Ordinance.

**Sec. 15-81. Definitions.**

As used in this article, the following definitions apply:

*Parade* means any parade, march, race or procession upon any street, excluding:

- (1) Funeral processions;
- (2) Students going to and from school classes or participating in educational activities, providing such conduct is under the immediate direction and supervision of the proper school authorities; and
- (3) Governmental agencies acting within the scope of their functions.

*Permit* means a permit for a parade, special event or small event.

*Small event* means any activity held on city property (i) that is hosted by a non-profit entity or a community group, (ii) that is not promoted by a third party without the use of a third-party promoter, (iii) that does not involve the sale of food, alcohol, merchandise or anything else, (iv) which does not involve the amplification of sound through a loudspeaker, microphone, or any other device or instrument which amplifies sound, and (v) which does not require any overtime work by city employees. Activities organized by the downtown development commission within its special taxing district are excluded from this definition.

*Special event* means any activity held on city property (i) which is expected to draw a crowd in excess of fifty (50) people, (ii) which involves the sale of food, alcohol, merchandise, or anything else, (iii) which involves the erection or placement of a stand, tent, platform or other structure, or (iv) which involves the amplification of sound through a loudspeaker, microphone, or any other device or instrument which amplifies sound. Activities organized by the downtown development commission within its special taxing district are excluded from this definition.

**Sec. 15-82. Permit required.**

No person shall organize, hold or start a parade, special event or small event without a permit. A violation of this provision shall constitute a municipal infraction, punishable by a fine of five hundred dollars (\$500.00). Each day a violation occurs shall constitute a separate offense.

**Sec. 15-83. Compliance with laws and regulations.**

A permit applicant shall be responsible for ensuring that the parade, special event or small event is conducted in compliance with all permit requirements and conditions and with all applicable laws, ordinances, rules, and regulations. The applicant shall also be responsible for securing any permits which

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may be required by other governmental agencies for the conduct of the parade, special event or small event and the activities associated therewith.

**Sec. 15-84. Application.**

- (a) A person desiring a permit for a parade, special event or small event shall file an application with the city clerk on forms provided by such officer. Such application shall be filed not less than thirty (30) days before the date proposed for the parade, special event or small event.
- (b) The application for a permit shall include the following information:
  - (1) The name, address, telephone number and e-mail address of the person organizing the parade, special event or small event and who will be responsible for its conduct;
  - (2) If the parade, special event or small event is proposed to be conducted for, on behalf of or by an organization, the name, address, telephone number and e-mail address, as applicable, of the headquarters of the organization and the same information for the individual officer who will be responsible for its conduct;
  - (3) The date the parade, special event or small event will be conducted;
  - (4) As to a parade, the route to be traveled, the starting point and the termination point, the location of any assembly area, and whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed;
  - (5) As to a special event or small event, the boundaries of the location where it will be held and a sketch showing the location of any stands, tents, platforms and other structures that will be erected or placed on site;
  - (6) As applicable, the approximate number of persons and vehicles that are expected to be present and, as to vehicles, the number and types thereof;
  - (7) The hours the parade, special event or small event will start and terminate;
  - (8) The time at which the units/facilities of the parade, special event or small event will begin to be assembled and when their disassembly will be completed;
  - (9) Any additional information that the city clerk deems to be reasonably necessary for the city administrator to make a fair decision regarding whether a permit should be issued; and
  - (10) Whether a waiver of the insurance requirements set forth in section 15-88 is being requested and, if so, a statement describing which of those requirements should be waived and the good cause that serves as the basis for the request.
- (c) For good cause shown and to the extent practicable, the city administrator, may waive the thirty-day requirement of subsection (a).

**Sec. 15-85. Fees.**

- (a) *Permit fee.* A nonrefundable permit fee of one hundred fifty dollars (\$150.00) shall be paid upon submission of a permit application for a parade or special event. A nonrefundable permit fee of twenty-five dollars (\$25.00) shall be paid upon the submission of a permit application for a small event.
- (b) *Payment of overtime/compensatory time.* Upon consultation with the police, fire and street departments, the city administrator shall estimate the overtime/compensatory time and other costs the city is likely to incur as a result of the conduct of the parade or special event and, unless waived by the city council or by the city administrator as provided for in subsection (d), those estimated

costs shall be paid before a permit is issued. Unless the aforesaid waiver is granted, the permit applicant shall be liable for the actual costs of the parade or special event which exceed the estimated costs and shall pay those costs within fifteen (15) days of the date of the submission of an invoice therefor. Notwithstanding the foregoing, there shall be no charge for the first eight (8) hours of overtime/compensatory time paid by the city for work performed by personnel from each of the departments previously mentioned herein. A small event may not require any overtime or compensatory time for city employees. If they do, the city administrator, police chief or either of their designees may revoke the permit

- (c) *Exemptions from payment.* The South Cumberland Business and Civic Association's annual Halloween parade and Heritage Days are exempt from the requirements of subsection (b).
- (d) *Cost payment waivers.* The city administrator shall have the authority to waive the requirements of subsection (b) upon consideration of the following criteria:
  - (1) The applicant's ability to pay the costs;
  - (2) Whether the event will be held if the applicant is required to pay the costs;
  - (3) The number of persons expected to be in attendance;
  - (4) Whether alcohol will be provided;
  - (5) The extent to which the event is disruptive to the normal flow of vehicular and pedestrian traffic on city sidewalks, roads and other rights of way;
  - (6) The extent to which residents' use of or access to city-owned property is impeded; and
  - (7) The location, duration, time and date of the parade or special event.

The city administrator may not consider the expected content of the speech associated with the parade, special event or small event in determining whether a waiver should be granted.

#### **Sec. 15-86. Standards for permit issuance.**

A permit shall be issued when, upon consideration of the application and such information as may otherwise be obtained, and after consultation with the police, fire and street departments, the city administrator finds it is likely that:

- (a) The conduct of the parade, special event or small event will not substantially interrupt the safe and orderly movement of traffic contiguous to the parade route or the location of the special event or small event;
- (b) The set up for and conduct of the parade, special event or small event will not require the diversion of so great a number of police officers or fire department personnel as to impair the city's ability to provide adequate police and fire protection elsewhere in the city;
- (c) The set up for and conduct of the parade, special event or small event will not require the diversion of so great a number of street department staff that they shall be precluded from performing their normally assigned duties;
- (d) The conduct of such parade, special event or small event will not interfere with the movement of firefighting and emergency medical services equipment in route to or from a fire or emergency; and
- (e) As to a parade, it is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays.

### **Sec. 15-87. Permit conditions.**

- (a) *Standard conditions.* All permits are subject to the following standard conditions with or without further notification:
- (1) If vehicles will be loading, unloading or parking on the pedestrian mall, the applicant must obtain permission and a sign from the downtown development commission at least ten (10) days in advance of the parade, special event or small event.
  - (2) Compliance with the insurance requirements set forth in this article is mandatory.
  - (3) At events where the consumption of alcohol is permitted, no glass beverage containers shall be permitted unless approved by the city council.
  - (4) The applicant shall indemnify and hold the city harmless from any and all claims, actions, suits, procedures, costs, fines expenses, damages and liabilities, including, but not limited to, attorneys' fees, court costs and litigation expenses arising out of, as an incident to or as a result of the conduct of a parade, special event or small event except for those caused by the grossly negligent or intentionally harmful acts of the city's representatives or employees.
  - (5) The applicant must comply with all city, county, state and federal laws, rules, regulations and ordinances, including, but not limited to, those pertaining to the issuance of permits other than a permit issued under the terms of this article of the code. The issuance of a permit is not a substitute for or evidence of compliance with the foregoing.
- (b) *Optional conditions.*
- (1) If deemed necessary because of the nature of a parade, special event or small event or because of a failure on the part of organizers to restore or clean up after the conduct of a previously conducted parade, special event or small event, the city administrator may require the applicant to post a bond to cover the projected costs of restoration and cleanup.
  - (2) Upon the advice of department heads and the downtown development commission, if the parade, special event or small event travels through or is within the downtown development commission's special taxing district, the city administrator may impose such other conditions as are reasonably necessary for the safety, health and general welfare of the public.

### **Sec. 15-88. Insurance requirements.**

The applicant shall be responsible for obtaining and maintaining comprehensive general public liability insurance covering personal injury and property damage in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate and shall furnish the city with a certificate of insurance evidencing the procurement of the coverage required hereunder and proof that the premium has been paid no later than ten (10) days prior to the date of the parade, special event or small event. Each policy shall provide that it shall not be subject to cancellation, material change, or non-renewal without at least fifteen (15) days' prior written notice to the city. Each policy shall name "Mayor and City Council of Cumberland" as an additional insured. The city administrator may waive or modify these requirements on a case-by-case basis upon consideration of the following criteria:

- (1) The applicant's ability to pay the premium;
- (2) Whether the event will be held if the applicant is not granted a waiver or modification;
- (3) The extent to which the parade, special event or small event is expected to expose the city to liability beyond that which exists on a day-to-day basis;
- (4) Whether alcohol will be provided; and

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- (5) Any other factors which relate solely to whether and how much insurance coverage should be required.

**Sec. 15-89. Notice of denial.**

If an application for a permit is denied, the city administrator shall send written notice of the denial to the applicant by mail or e-mail no later than fourteen (14) days after the date of the filing of the application and the production of all of the information required by section 15-84.

**Sec. 15-90. Revocation.**

The city administrator may revoke a permit issued in accordance with this article for good cause shown, including, but not limited to, the applicant's failure to comply with the requirements of this article.

# **EXHIBIT B**



PART II - CUMBERLAND CITY CODE  
Chapter 15 - PARKS AND RECREATION  
ARTICLE V. PARADES ~~AND~~, SPECIAL EVENTS AND SMALL EVENTS

ARTICLE V. PARADES, ~~AND~~ SPECIAL EVENTS AND SMALL EVENTS

**Sec. 15-80. Applicability; short title.**

The terms of this article shall apply to parades, ~~and~~ special events and small events, as indicated hereinafter. The short title of this article shall be the Parades, ~~and~~ Special Events and Small Events Ordinance.

**Sec. 15-81. Definitions.**

As used in this article, the following definitions apply:

*Parade* means any parade, march, race or procession upon any street, excluding:

- (1) Funeral processions;
- (2) Students going to and from school classes or participating in educational activities, providing such conduct is under the immediate direction and supervision of the proper school authorities; and
- (3) Governmental agencies acting within the scope of their functions.

*Permit* means a permit for a parade, ~~or~~ special event or small event.

*Small event* means any activity held on city property (i) that is hosted by a non-profit entity or a community group, (ii) that is not promoted by a third party without the use of a third-party promoter, (iii) that does not involve the sale of food, alcohol, merchandise or anything else, (iv) which does not involve the amplification of sound through a loudspeaker, microphone, or any other device or instrument which amplifies sound, and (v) which does not require any overtime work by city employees. Activities organized by the downtown development commission within its special taxing district are excluded from this definition.

*Special event* means any activity held on city property (i) which is expected to draw a crowd in excess of fifty (50) people, ~~or~~ (ii) which involves the sale of food, alcohol, ~~or merchandise~~ merchandise, or anything else, ~~or~~ (iii) which involves the erection or placement of a stand, tent, platform or other structure, or (iv) which involves the amplification of sound through a loudspeaker, microphone, or any other device or instrument which amplifies sound. Activities organized by the downtown development commission within its special taxing district are excluded from this definition.

**Sec. 15-82. Permit required.**

No person shall organize, hold or start a parade, ~~or~~ special event or small event without a permit. A violation of this provision shall constitute a municipal infraction, punishable by a fine of five hundred dollars (\$500.00). Each day a violation occurs shall constitute a separate offense.

**Sec. 15-83. Compliance with laws and regulations.**

A permit applicant shall be responsible for ensuring that the parade, ~~or~~ special event or small event is conducted in compliance with all permit requirements and conditions and with all applicable laws,

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ordinances, rules, and regulations. The applicant shall also be responsible for securing any permits which may be required by other governmental agencies for the conduct of the parade, ~~or~~ special event or small event and the activities associated therewith.

#### **Sec. 15-84. Application.**

- (a) A person desiring a ~~parade/special event~~ permit for a parade, special event or small event shall file an application with the city clerk on forms provided by such officer. Such application shall be filed not less than thirty (30) days before the date proposed for the parade, ~~or~~ special event or small event.
- (b) The application for a permit shall include the following information:
- (1) The name, address, telephone number and e-mail address of the person organizing the parade, ~~or~~ special event or small event and who will be responsible for its conduct;
  - (2) If the parade, ~~or~~ special event or small event is proposed to be conducted for, on behalf of or by an organization, the name, address, telephone number and e-mail address, as applicable, of the headquarters of the organization and the same information for the individual officer who will be responsible for its conduct;
  - (3) The date the parade, ~~or~~ special event or small event will be conducted;
  - (4) As to a parade, the route to be traveled, the starting point and the termination point, the location of any assembly area, and whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed;
  - (5) As to a special event or small event, the boundaries of the location where ~~it~~ the special event will be held and a sketch showing the location of ~~the any~~ stands, tents, platforms and other structures that will be erected or placed on site;
  - (6) As applicable, the approximate number of persons and vehicles that are expected to be present and, as to vehicles, the number and types thereof;
  - (7) The hours the parade, ~~or~~ special event or small event will start and terminate;
  - (8) The time at which the units/facilities of the parade, ~~or~~ special event or small event will begin to be assembled and when their disassembly will be completed;
  - (9) Any additional information ~~which that~~ the city clerk ~~shall find~~ deems to be reasonably necessary for the city administrator to make a fair decision regarding whether a permit should be issued; and
  - (10) Whether a waiver of the insurance requirements set forth in section 15-88 is being requested and, if so, a statement describing which of those requirements should be waived and the good cause ~~which that~~ serves as the basis for the request.
- (c) For good cause shown and to the extent practicable, the city administrator, may waive the thirty-day requirement of subsection (a).

#### **Sec. 15-85. Fees.**

- (a) *Permit fee.* A nonrefundable permit fee of one hundred fifty dollars (\$150.00) shall be paid upon submission of a permit application for a parade or special event. A nonrefundable permit fee of twenty-five dollars (\$25.00) shall be paid upon the submission of a permit application for a small event.

- (b) *Payment of overtime/compensatory time.* Upon consultation with the police, fire and street departments, the city administrator shall estimate the overtime/compensatory time and other costs the city is likely to incur as a result of the conduct of the parade or special event and, unless waived by the city council or by the city administrator as provided for in subsection (d), those estimated costs shall be paid before a permit is issued. Unless the aforesaid waiver is granted, the permit applicant shall be liable for the actual costs of the parade or special event which exceed the estimated costs and shall pay those costs within fifteen (15) days of the date of the submission of an invoice therefor. Notwithstanding the foregoing, there shall be no charge for the first eight (8) hours of overtime/compensatory time paid by the city for work performed by personnel from each of the departments previously mentioned herein. A small event may not require any overtime or compensatory time for city employees. If they do, the city administrator, police chief or either of their designees may revoke the permit
- (c) *Exemptions from payment.* The South Cumberland Business and Civic Association's annual Halloween parade and Heritage Days are exempt from the requirements of subsection (b).
- (d) *Cost payment waivers.* The city administrator shall have the authority to waive the requirements of subsection (b) upon consideration of the following criteria:
- (1) The applicant's ability to pay the costs;
  - (2) Whether the event will be held if the applicant is required to pay the costs;
  - (3) The number of persons expected to be in attendance;
  - (4) Whether alcohol will be provided;
  - (5) The extent to which the event is disruptive to the normal flow of vehicular and pedestrian traffic on city sidewalks, roads and other rights of way;
  - (6) The extent to which residents' use of or access to city-owned property is impeded; and
  - (7) The location, duration, time and date of the parade or special event.

The city administrator may not consider the expected content of the speech associated with the parade, ~~or~~ special event or small event in determining whether a waiver should be granted.

#### **Sec. 15-86. Standards for permit issuance.**

A permit shall be issued when, upon consideration of the application and such information as may otherwise be obtained, and after consultation with the police, fire and street departments, the city administrator finds it is likely that:

- (a) The conduct of the parade, ~~or~~ special event or small event will not substantially interrupt the safe and orderly movement of traffic contiguous to the parade route or the location of the special event or small event;
- (b) The set up for and conduct of the parade, ~~or~~ special event or small event will not require the diversion of so great a number of police officers or fire department personnel as to impair the city's ability to provide adequate police and fire protection elsewhere in the city;
- (c) The set up for and conduct of the parade, ~~or~~ special event or small event will not require the diversion of so great a number of street department staff that they shall be precluded from performing their normally assigned duties;
- (d) The conduct of such parade, ~~or~~ special event or small event will not interfere with the movement of firefighting and emergency medical services equipment in route to or from a fire or emergency; and

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- (e) As to a parade, it is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays.

**Sec. 15-87. Permit conditions.**

- (a) *Standard conditions.* All permits are subject to the following standard conditions with or without further notification:
  - (1) If vehicles will be loading, unloading or parking on the pedestrian mall, the applicant must obtain permission and a sign from the downtown development commission at least ten (10) days in advance of the parade, ~~or~~ special event or small event.
  - (2) Compliance with the insurance requirements set forth in this article is mandatory.
  - (3) At events where the consumption of alcohol is permitted, no glass beverage containers shall be permitted unless approved by the city council.
  - (4) The applicant shall indemnify and hold the city harmless from any and all claims, actions, suits, procedures, costs, fines expenses, damages and liabilities, including, but not limited to, attorneys' fees, court costs and litigation expenses arising out of, as an incident to or as a result of the conduct of a parade, ~~or~~ special event or small event except for those caused by the grossly negligent or intentionally harmful acts of the city's representatives or employees.
  - (5) The applicant must comply with all city, county, state and federal laws, rules, regulations and ordinances, including, but not limited to, those pertaining to the issuance of permits other than ~~a parade and special events~~ a permit issued under the terms of this article of the code. The issuance of ~~a a parade and special events~~ permit is not a substitute for or evidence of compliance with the foregoing.
- (b) *Optional conditions.*
  - (1) If deemed necessary because of the nature of a parade, ~~or~~ special event or small event or because of a failure on the part of organizers to restore or clean up after the conduct of a previously conducted parade, ~~or~~ special event or small event, the city administrator may require the applicant to post a bond to cover the projected costs of restoration and cleanup.
  - (2) Upon the advice of department heads and the downtown development commission, if the parade, ~~or~~ special event or small event travels through or is within the downtown development commission's ~~its~~ special taxing district, the city administrator may impose such other conditions as are reasonably necessary for the safety, health and general welfare of the public.

**Sec. 15-88. Insurance requirements.**

The applicant shall be responsible for obtaining and maintaining comprehensive general public liability insurance covering personal injury and property damage in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate and shall furnish the city with a certificate of insurance evidencing the procurement of the coverage required hereunder and proof that the premium has been paid no later than ten (10) days prior to the date of the parade, ~~or~~ special event or small event. Each policy shall provide that it shall not be subject to cancellation, material change, or non-renewal without at least fifteen (15) days' prior written notice to the city. Each policy shall name "Mayor and City Council of Cumberland" as an additional insured. The city administrator may waive or modify these requirements on a case-by-case basis upon consideration of the following criteria:

- (1) The applicant's ability to pay the premium;
- (2) Whether the event will be held if the applicant is not granted a waiver or modification;

- 
- (3) The extent to which the parade, ~~or~~ special event or small event is expected to expose the city to liability beyond that which exists on a day-to-day basis;
  - (4) Whether alcohol will be provided; and
  - (5) Any other factors which relate solely to whether and how much insurance coverage should be required.

**Sec. 15-89. Notice of denial.**

If an application for a permit is denied, the city administrator shall send written notice of the denial to the applicant by mail or e-mail no later than fourteen (14) days after the date of the filing of the application and the production of all of the information required by section 15-84.

**Sec. 15-90. Revocation.**

The city administrator may revoke a permit issued in accordance with this article for good cause shown, including, but not limited to, the applicant's failure to comply with the requirements of this article.

**File Attachments for Item:**

. 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

**ORDINANCE NO. 3976**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AUTHORIZE 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 E. ELDER STREET, ALL IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND, TO TEABOW RESIDENTIAL LLC AND TEABOW RESIDENTIAL LLC'S DEVELOPMENT OF SAID PROPERTIES FOR MARKET-RATE RESIDENTIAL HOUSING."

**WHEREAS**, Mayor and City Council of Cumberland is the fee simple owner of the parcels of real property described in the title of this Ordinance;

**WHEREAS**, the said parcels of real property, with the exception of 252 E. Elder Street, are unimproved;

**WHEREAS**, the City is endeavoring to increase the number of market-rate residential properties within its municipal boundaries;

**WHEREAS**, the City is seeking to accommodate growth within its municipal boundaries by encouraging and facilitating new development of market-rate residential housing on vacant, bypassed and underutilized land within areas that already have infrastructure, utilities, and public facilities;

**WHEREAS**, the Mayor and City Council are of the opinion that, if the availability of market-rate housing is increased, it will stimulate economic growth and the development, redevelopment, repair and renovation of other properties;

**WHEREAS**, the Infill Development Agreement is entered into for the foregoing purposes; and

**WHEREAS,** the Mayor and City Council of Cumberland deem it to be in the interests of the City to enter into said Infill Development Agreement and convey the aforesaid parcels of real property to TeaBow Residential LLC in accordance with its terms.

**NOW, THEREFORE**

**SECTION 1:** BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that the Mayor be and he is hereby authorized to execute the Infill Development Agreement attached hereto as Exhibit A which sets forth the terms and conditions for the conveyance of 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 E. Elder Street, all in the City Of Cumberland, from the City to TeaBow Residential LLC;

**SECTION 2:** AND BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and they are hereby authorized to execute deeds in the form attached hereto as Exhibit B or in a substantially similar form, conveying the aforesaid real property to TeaBow Residential LLC;

**SECTION 3:** AND BE IT FURTHER ORDAINED, that the City Administrator and City Solicitor be and they are hereby authorized to execute such other documents as may be required or expedient for the completion of the closing(s) for and/or the conveyancing of the properties identified hereinbefore in accordance with the terms of the aforesaid Infill Development Agreement, and they are further authorized to deliver the deeds to TeaBow Residential LLC; and

**SECTION 4:** AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this \_\_\_\_ day of April, 2024.



Raymond M. Morriss, Mayor

ATTEST:

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Allison Layton, City Clerk

# **EXHIBIT A**

## **INFILL DEVELOPMENT AGREEMENT**

**THIS INFILL DEVELOPMENT AGREEMENT** (“Agreement”), is made by and between **TeaBow Residential LLC** ("TeaBow"), a Washington, DC limited liability company, and **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 City is the record title holder of the parcels of real property together with the improvements thereon, if any, that are described in the Exhibit A attached hereto and which are hereinafter collectively referred to as the “Properties” and are individually referred to as a “Property”.

**WHEREAS**, the City is endeavoring to increase the number of market-rate residential properties within its municipal boundaries;

**WHEREAS**, the City is seeking to accommodate growth within its municipal boundaries by encouraging and facilitating new development on vacant, bypassed and underutilized land within areas that already have infrastructure, utilities, and public facilities;

**WHEREAS**, the City believes that, if the availability of market-rate housing is increased, it will stimulate economic growth and the development, redevelopment, repair and renovation of other properties;

**WHEREAS**, TeaBow’s business includes the architectural design, preparation of construction drawings, construction, development and sale of residential properties;

**WHEREAS**, under the terms of this Agreement, the City will convey the Properties to TeaBow, and TeaBow will construct market-rate housing thereon, all subject to the terms of this Agreement;

**WHEREAS**, under the terms of this Agreement, TeaBow will develop a marketing plan and sell the developed properties at market rate prices at TeaBow’s expense, with all proceeds of sale inuring solely to the benefit of TeaBow; 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 by TeaBow to the City, 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.

2. **Conveyance/Development of Properties.** The City will convey the Properties to TeaBow subject to the terms of this Agreement. TeaBow shall construct market-rate residential housing on the Properties. No other development of the Properties shall be permitted.

2.1. **Individual/Group Purchases.** The Properties may be purchased individually or in groups (hereinafter referred to collectively as “Groups” and individually as a “Group”). Only those Properties which are contiguous to one another are eligible to be purchased as a Group.

2.2. **Building Permit Requirement.** The City will convey a Property or Group to TeaBow upon TeaBow’s acquisition of a building permit for the said Property or Group.

2.3. **Permit/Tap Fee Waivers.** The City waives its water/sewer tap fees and permit and planning fees for the development of the Properties in accordance with the terms of this Agreement.

3. **Terms for Each Purchase.** Terms applicable to the acquisition of each of the Properties, without regard to whether they are acquired individually or as a Group, are as follows:

3.1. **Purchase Price.** The purchase price for each Property shall be One Dollar (\$1.00).

3.2. **Representations & Warranties.** By accepting a deed for a Property or Group, TeaBow acknowledges that it has had adequate opportunity to inspect, review and consider all matters affecting the use, ownership and development of the Property or Group and that the conveyance of the same is to be made on an “as is/where is” basis. The conveyance of the Property shall be without representations or warranties of any kind or nature whatsoever,

express or implied, including, without limitation: (i) any implied warranty or merchantability, fitness or habitability, zoning, good or fair condition or repair or good and workmanlike construction, (ii) any warranties or representations with respect to site or Property conditions, and (iii) any warranties or representations relative to potential liabilities under or with respect to any federal, state or local environmental law or regulation, all of which warranties are expressly disclaimed by the City and each of which disclaimers is hereby agreed to and accepted by TeaBow.

**3.3. Risk of Loss.** Each Property shall be held at the risk of the City until legal title has passed or possession has been given to TeaBow.

**3.4. Possession.** The City agrees to give TeaBow possession and occupancy of a Property or Group upon the issuance of a building permit for that Property or Group.

**3.5. Adjustments.** As to each Property, all general or special taxes, rents, ground rents, public, private or community water and/or sewer charges, homeowners' association charges and all other public, private or governmental charges or assessments, excluding liens which must be paid prior to deed recordation, which may exist, whether such have been levied or not, are to be adjusted and apportioned as of the date of the issuance of a building permit, and will be assumed and paid thereafter by TeaBow.

**3.6. Deed and Title.** Following the issuance of a building permit for a Property or Group, a deed or deeds conveying that Property or Group from the City to TeaBow shall be executed by the City at the City's expense. The Property or Group shall be conveyed to TeaBow by quitclaim deed.

**3.7. Documentary Stamps, Recordation, Transfer Taxes.** All transfer and recordation taxes and fees payable in connection with the conveyance of a Property or Group from City of Cumberland to TeaBow shall be paid by Teabow City shall record the deeds without charge.

**3.8. Notice of Disclosure or Disclaimer Statements: Lead-Based Paint.**

**3.8.1. Disclosure/Disclaimer Statement.** TeaBow is advised that under Maryland law (Real Property Article, Section 10-702), a purchaser is entitled to receive from a seller a written Residential Property Condition Disclosure Statement or a Written Residential Property Disclaimer Statement on forms provided by the Maryland Real Estate Commission. No such statements are provided with this Agreement other than those set applicable to the Property located at 252 E. Elder Street, Cumberland, MD 21502 as, under Section 10-702(b)(2)(vi), this transaction is exempt from that law due to the fact that the Properties other than 252 E. Elder Street are unimproved. A Residential Property Disclaimer Statement is attached hereto as Exhibit B.

**3.8.2. Lead Paint Disclosures.** As to the Properties other than 252 E. Elder Street, the disclosures relative to lead-based paint hazards under the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d, are inapplicable because they are unimproved. Lead paint disclosures for 252 E. Elder Street are attached hereto and incorporated by reference herein as Exhibit C.

**4. Incentive Payments.** To incentivize TeaBow to develop the Properties and to assist it in covering the costs thereof, the City has agreed to pay it Ten Thousand Dollars (\$10,000.00) per “Dwelling Unit” (i.e., a room or group of rooms located within a building and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking, and eating by one (1) family) upon the issuance of a building permit for the Property or Group to be developed and the Board of County Commissioners of Allegany County has agreed to pay it Fifteen Thousand Dollars (\$15,000.00) per Dwelling Unit. These payments must be made directly to TeaBow. An incentive payment for a particular Dwelling Unit shall be refunded in the event an occupancy permit for that Dwelling Unit is not issued within one (1) year of the date of the issuance of the building permit for that Dwelling Unit.

**5. 252 E. Elder Street.** The real property and the improvements thereon located at 252 E. Elder Street, Cumberland, MD 21502 shall be conveyed to TeaBow upon the issuance of a building permit for that Property. That conveyance shall be subject to the terms set forth in Section 3 of this Agreement. If TeaBow has not secured occupancy permits for all of the Dwelling Units within two (2) years of the date of this Agreement, it shall pay the City the assessed value of the land and improvements at 252 E. Elder Street, Cumberland, MD 21502 as of the date of this Agreement upon demand, but no later than sixty (60) days after the expiration of the aforesaid two (2) year period.

**6. Agency/Real Estate Commission.** TeaBow and the City warrant and represent that no real estate broker participated in the procurement or negotiation of this Agreement. Each party agrees to defend, indemnify, and hold the other harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive the delivery, acceptance and recordation of the deeds for the Properties or the termination of this Agreement.

**7. Breach of Agreement and Default.** In the event of a breach in the terms of this Agreement, the parties hereto may pursue any legal or equitable rights remedies available to them.

**8. Waiver of Breach.** No waiver of any breach or breaches of any provision of this Agreement shall be construed to be a waiver of any preceding or succeeding breach of such provision or any other provision hereof.

**9. Damages.** The parties' liability for damages in any suit filed by one against the

other which arises out of, as an incident to, or it in any way related to this Agreement or its terms, the parties may only seek recovery for their direct damages. Neither party nor their officials, officers, employees, agents or representatives shall be liable for the other party's consequential, incidental or punitive damages. The limitation on punitive damages shall not apply if a court determines that a party's actions were malicious or they were committed with ill will subject to the terms of the Local Government Tort Claims Act providing that a local government may not be held liable for punitive damages. As to any Property that is the subject of a breach of contract claim made by TeaBow, the amount of any award of damages shall be reduced by \$25,0000.00 per property that is the subject of a claim.

**10. Not a Permit.** This Agreement is not a permit from the City, Allegany County or the State of Maryland, nor is it a promise or guaranty that the City will issue permits to TeaBow if it cannot satisfy the requirements for the issuance of a permit.

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

**12. 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.

**13. 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 hand-delivered, the day after mailing by overnight mail, or when emailed if the recipient acknowledges receipt of the email. No other delivery methods are acceptable: The notices shall be delivered to the following persons:

To TeaBow:

Dr. Walter S. Bowman, Sr.  
Member 519 C Street, NE  
Washington, D.C. 20002  
drbowman@teabowresidential.com

To the City:

Jeffrey Silka  
City Administrator  
City of Cumberland 57  
N. Liberty Street  
Cumberland, MD 21502  
jeff.silka@cumberlandmd.gov

with a copy to:

Michael Scott Cohen, Esquire 213  
Washington Street  
Cumberland, Maryland 21502  
*mike@msclawllc.com*

**14. Survival.** The terms of this Agreement shall not merge into the deeds effecting conveyances of the Properties from the City to TeaBow. Any duty, obligation, or debt and any right or remedy arising hereunder and not otherwise consummated and/or extinguished by the express terms hereof at or as of the time of the termination or expiration of this Agreement shall survive such termination or expiration as continuing duties, obligations, and debts of the obligated party to the other or continuing rights and remedies of the benefitted party against the other.

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

**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. int 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 Agreement as of the dates set forth below with the specific intention that it constitute an instrument under seal.

**WITNESS/ATTEST:**

**TEABOW RESIDENTIAL LLC**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Dr. Walter S. Bowman, Sr. Member

\_\_\_\_\_  
Date

**MAYOR AND CITY COUNCIL  
CUMBERLAND**

\_\_\_\_\_

Allison Layton,  
City Clerk

By: \_\_\_\_\_ (SEAL)

Raymond M. Morriss, Mayor

\_\_\_\_\_  
Date

## **EXHIBIT A**

<b>MD Ave Lots</b>		<b>Deed Book/</b>
<b>Address</b>	<b>Tax ID#</b>	<b>Page Reference</b>
602	04-039742	2176/334
606	04-024893	2335/275
610	04-024567	2237/138
612-614	04-009398	2322/273
616-618	04-013794	2445/421
622	04-013786	2389/246
624	04-023668	2476/247
<b>Arch St Lots</b>		
301-303	04-028872	2939/6
305	04-038495	"
307	04-007441	"
309	04-006755	"
<b>Lee St Lots</b>		
220	06-022790	2926/225
222	06-023614	2926/77
<b>Pennsylvania Ave Lots</b>		
321-323	04-027949	2939/1
325	04-018478	"
<b>Knox St Lots</b>		
215	05-023807	2476/224
217	05-018943	2926/81
<b>E. Elder St Property</b>		
<b>252</b>	04-003888	2939/341

## **EXHIBIT B**

### **MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT**

Property Address: 252 E. Elder Street, Cumberland, MD 21502

Legal Description: Allegany County Land Records Book 2929, Page 341

#### **NOTICE TO SELLER AND PURCHASER**

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential real property:
  - A. that has never been occupied; or
  - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property “as is.” “Latent defects” are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
  - (i) the purchaser; or
  - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

**MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

The owner(s) has actual knowledge of the following latent defects: None

Owner: Mayor and City Council of Cumberland, by its Mayor, Raymond M. Morriss



Signature



Date

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser: TeaBow Residential, LLC DBA TeaBow Cumberland MD LLC, by Dr. Walter S. Bowman, Sr., its member

[Redacted]

Signature

[Redacted]

Date

## **EXHIBIT C**

### **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

#### **Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### **Seller's Disclosure (initial)**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) RM Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and report available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) RM Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.



**Buyer's Acknowledgment** (initial)

(c) WB Buyer has received copies of all information listed above.

(d) WB Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Buyer has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead- based paint and/or lead-based paint hazards; or

(ii) WB waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment** (initial)

(f) N.A. Agent has informed the seller of the seller's obligations under 42 U.S.C. 485 2d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer: \_\_\_\_\_

Mayor and City Council of Cumberland,  
by Raymond M. Morriss, Mayor

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

TeaBow Residential, LLC DBA TeaBow  
Cumberland MD, LLC, by Dr. Walter S.  
Bowman, Sr., its Member

Date: \_\_\_\_\_



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# Protect Your Family From Lead in Your Home

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March 2021

## Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil of shoes before entering your house.

## Lead Gets into the Body in Many Ways

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### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## Health Effects of Lead

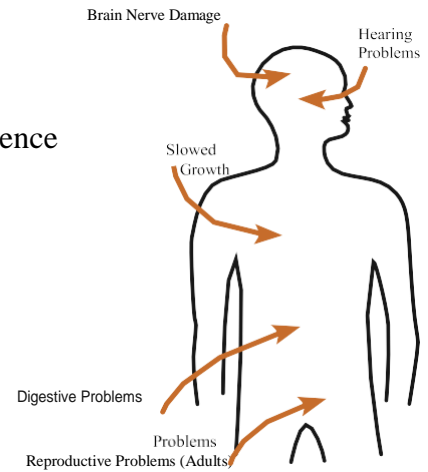
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**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.



### **In children, exposure to lead can cause:**

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common,

exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### **In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

### **Check Your Family for Lead**

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead). **Identifying Lead-Based Paint and Lead-Based Paint Hazards**

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**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.



- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

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You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424- LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## What You Can Do Now to Protect Your Family

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**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

### **Reducing Lead Hazards**

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by**

## **spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

## **Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## **Reducing Lead Hazards, continued**

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust



cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

**Abatement** is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](http://epa.gov/lead), or call 1-800- 424-LEAD.

## Renovating, Repairing or Painting a Home with Lead- Based Paint

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If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead- safe work practices to prevent lead contamination



- Provide a copy of EPA’s lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*

**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA’s requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## **Other Sources of Lead**

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### **Lead in Drinking Water**

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### **Important Steps You Can Take to Reduce Lead in Drinking Water**

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from

lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

### **Other Sources of Lead, continued**

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- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home.  
Launder your work clothes separately from the rest of your family’s clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead- containing paint. Older toys and other children’s products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as “**greta**” and “**azarcon,**” used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children’s products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children’s products. The federal government currently bans lead in excess of 100 ppm by weight in most children’s products.

## For More Information

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### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the tollfree Federal Relay Service at **1-800-877-8339**.

## U. S. Environmental Protection Agency (EPA) Regional Ofces

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The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)  
Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)  
Regional Lead

Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact U.S.  
EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219 (800)  
223-0425

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 9** (Arizona, California, Hawaii, Nevada) Regional Lead Contact

U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105 (415)  
947-4280

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

**Region 10** (Alaska, Idaho, Oregon, Washington) Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### **CPSC**

4330 East West Highway Bethesda, MD 20814-4421

1-800-638-2772 [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

### **U. S. Department of Housing and Urban Development (HUD)**

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Ofce of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### **HUD**

451 Seventh Street, SW, Room 8236

Washington, DC 20410-3000

(202) 402-7698 [hud.gov/lead](http://hud.gov/lead)

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U. S. EPA Washington DC 20460

U. S. CPSC Bethesda MD 20814

U. S. HUD Washington DC 20410

EPA-747-K-12-001

March 2021

# IMPORTANT!

## **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- , Children under 6 years old are most at risk for lead poisoning in your home.
- , Lead exposure can harm young children and babies even before they are born.
- , Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- , Even children who seem healthy may have dangerous levels of lead in their bodies.
- , Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- , People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- , People have many options for reducing lead hazards.  
Generally, lead-based paint that is in good condition is not a hazard (see page 10).

# **EXHIBIT B**

**NO TITLE SEARCH PERFORMED**

**THIS QUITCLAIM DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and **TeaBow Residential LLC** (the “Grantee”).

**WITNESSETH:**

That for and in consideration of the sum of One Dollar (\$1.00) and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, its successors and assigns, all of the City’s right, title, interest and estate in and to the following-described piece or parcel of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

**ALL**

**BEGINNING .**

**IT BEING** the same property described in the deed from \_\_\_\_\_ to Mayor and City Council of Cumberland dated \_\_\_\_\_, and recorded among the Land Records of Allegany County, Maryland in Book \_\_\_\_\_, Page \_\_\_\_\_.

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

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

**WITNESS/ATTEST:**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

\_\_\_\_\_  
Allison Layton, City Clerk

By: \_\_\_\_\_ (SEAL)  
Raymond M. Morriss, Mayor

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

**I HEREBY CERTIFY**, that on this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morris**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident of the State of Maryland.

**WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

**My Commission Expires:** \_\_\_\_\_

**Attorney Certification**

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

\_\_\_\_\_  
Michael Scott Cohen



**File Attachments for Item:**

. 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 -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,414

DATE: March 19, 2024

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

**THAT**, the extension of the contract with Michaels Janitorial, Inc., 129 Tree Farm Lane, Keyser, WV, 26726, to provide custodial services for City offices and buildings for the term of July 1, 2024 – June 30, 2025, be and is hereby accepted as follows:

City Hall basic service .....	\$ 2,432.40 /mo
Public Safety Building basic service .....	\$ 3,511.20 /mo
Municipal Service Center basic service .....	\$ 1,802.00 /mo
Emergency Service on-site cleanup .....	\$ 60.00
Emergency Service call-out .....	\$ 100.00

**BE IT FURTHER ORDERED**, that the Mayor be and is hereby authorized to execute all documents necessary to execute the contract.

\_\_\_\_\_  
**Raymond M. Morriss, Mayor**

Budget:

001.032.20100 - \$2,432.40/month

001.048.20100 - \$3,511.20/month

001.070.20100 - \$1,802.00 /month

# Council Agenda Summary

Meeting Date: March 19, 2024

**Agenda Item Number:**

Key Staff Contact: Brooke Cassell

*Item Title:*

Extend the Custodial Services at City Hall, Public Safety Building and Municipal Service Center with Michaels Janitorial, 129 Tree Farm Lane, Keyser, WV 26726 for an additional year.

*Summary:*

Requesting the approval to extend the Custodial Services Contract from July 1, 2024 through June 30, 2025 with Michaels Janitorial, 129 Tree Farm Lane, Keyser, WV 26726 for an additional year. This request is beyond the original contract terms. There will be no increase in cost to the City. The extension would not include COVID -19 cleaning as outlined in the current contract.

*Issues and Considerations:*

Reasons for the extension request:

1. The upcoming work at City Hall, including elevator work and HVAC work, will impact the cleaning process. That work is expected to last until September. Michaels Janitorial has agreed to make whatever changes necessary to work around the construction and continue to provide services.
2. Possible changes to the contract including additional facilities, changes to task outlined in the contract and purchasing of supplies. The year extension would allow the City time to explore options and make changes, without interruption in services.

<i>Fiscal Impact:</i>	
Is this item budgeted? Yes	
Budget:	001.032.20100, 001.048.20100 and 001.070.20100
Value of award:	\$2,432 City Hall, \$3,511.20 Public Safety Building and \$1,802 Municipal Service Center
If item is not budgeted, does the budget need to be appropriated? N/A	
Is there grant funding being used? No	
If grant funding is being used, does it require a City match? N/A	
Match provisions:	N/A.
Is this a sole source purchase? No	

Michaels Janitorial, Inc.  
129 Tree Farm Lane  
Keyser, WV 26726

# Estimate

Date 3/10/2024  
Estimate # 436

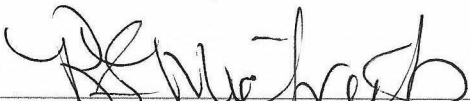
**Name / Address**

Mayor & City Council of Cumberland  
57 N. Liberty Street  
Cumberland, MD 21502

P.O. #

Description	Total
July 2024 - June 2025 Estimate is for regular monthly cleaning including yearly work All Labor, Equipment, & Chemicals are included in estimate	
Public Safety Building	3,511.20
City Hall	2,432.40
Municipal Service Center	1,802.00
On-site emergency clean up \$60.00 per occurrence Emergency call out clean up \$100.00 per occurrence	

We look forward to your business! Thanks! Robin Michaels



**Michaels Janitorial, Inc.**  
MichaelsJanitorial@atlanticbb.net

240-580-5945

<b>Total</b>	\$7,745.60
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Brooke Cassell &lt;brooke.cassell@cumberlandmd.gov&gt;

## Custodial Bids

3 messages

**Brooke Cassell** <brooke.cassell@cumberlandmd.gov>  
To: Jeff Silka <jeff.silka@cumberlandmd.gov>  
Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>

Wed, Mar 6, 2024 at 8:49 AM

Jeff

I have attached the Custodial Bids from 2021. Also, the cost per building is attached. This was the last time it was out to bid. The cost has not changed over the years, except for the decrease in the COVID Cleanings. According to the terms of the bid, we would need to bid the work by the end of June.

I would like to request to extend the contract for an additional year (July 1, 2024 to June 30, 2025). This would be beyond the terms of the contract.

*The terms from the contract are:*

### **2. TERMS**

*Length of the contract will be for a period of one (1) year, with an optional one (1) year renewal for up to two (2) years, during which time services may be terminated by a thirty (30) day written notice by either party or "for cause" should performance by the contractor not be satisfactory after an opportunity for corrective action has not resulted in improvement. The contract term shall coincide with the City's fiscal year and shall run from July 1 through June 30. If the bidder elects to exercise the option clause, he/she must do so in writing to the Mayor and City Council ninety (90) days prior to the conclusion of the one (1) year contract period.*

I spoke to Michaels and they would be willing to extend for another year with no increase, if approved.

Reasons for the extension request:

1. The upcoming work at City Hall. The Elevators being down and the HVAC work will impact the cleaning process. That work is expected to last till September. Michaels have agreed to make whatever changes necessary to work around the construction.
2. The City currently uses Cintas to provide soap, tissue, towels and rugs. However, Michaels stock the items and track them. I think we can get them cheaper if we purchase them in bulk. We would continue the rugs with Cintas or someone. I'd like to explore this prior to finalizing a new contract. This would give us a year to explore options and make changes.
3. Michaels looked at providing a quote for cleaning the restrooms in the Park, at Mason Complex, and the ballfields that have them. They were not really interested in cleaning them at this time. They have concerns about staffing the extra work. Devin and Ryan are exploring options in this area. We could add this work to the next contract, but would need more time to gather some information to do so.

Again, I would like to request an extension of the contract and not put it out to bid this year to have time to consider some changes.


Let me know your thoughts.

Thanks,

**Brooke Cassell**  
**Public Works Director**  
**City of Cumberland, MD**  
**phone (301)759-6624**  
**fax (301)759-6632**  
**cell (240)580-0755**  
**email brooke.cassell@cumberlandmd.gov**

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**2 attachments**

 **0744\_001 (1).pdf**  
47K

 **2021 Custodial Bid (1).doc**  
1203K

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**Jeff Silka** <jeff.silka@cumberlandmd.gov>  
To: Brooke Cassell <brooke.cassell@cumberlandmd.gov>  
Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>

Wed, Mar 6, 2024 at 3:49 PM

Brooke,

I am comfortable with a one year extension and eliminating the COVID cleanings.

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

[Quoted text hidden]

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**Brooke Cassell** <brooke.cassell@cumberlandmd.gov>  
To: Jeff Silka <jeff.silka@cumberlandmd.gov>  
Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>

Wed, Mar 6, 2024 at 3:57 PM

Thank you Jeff.

[Quoted text hidden]

[Quoted text hidden]

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

ORDER NO. 26,804

DATE: June 01, 2021

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

**THAT**, the bid from Michaels Janitorial, Inc., 419 Crestview Drive, Frostburg, MD 21532, to provide custodial services for City offices and buildings for the term of July 1, 2021 – June 30, 2022, be and is hereby accepted as follows:

City Hall basic service .....	\$ 2,432.40 /mo
City Hall COVID-19 cleaning .....	\$ 75.00 /mo
Public Safety Building basic service .....	\$ 3,511.20 /mo
Public Safety Building COVID-19 cleaning .....	\$ 140.00 /mo
Municipal Service Center basic service .....	\$ 1,802.00 /mo
Municipal Service Center COVID-19 cleaning .....	\$ 225.00 /mo
Emergency Service on-site cleanup .....	\$ 60.00
Emergency Service call-out .....	\$ 100.00

**BE IT FURTHER ORDERED**, the contract may be extended for two (2) years upon mutual consent; and

**BE IT FURTHER ORDERED**, that the Mayor be and is hereby authorized to execute all documents necessary to execute the contract.

  
\_\_\_\_\_  
Raymond M. Morriss, Mayor

FUNDING: Fiscal year budget / departmental distribution

BIDS: No other bids received

**JUN - 1 2021**

**File Attachments for Item:**

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



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

ORDER NO. 27,415

DATE: March 19, 2024

WHEREAS, the Mayor and City Council of Cumberland is the record owner of a certain vehicle that has been determined to be of no further value to the City; and

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

**IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT,** the following vehicle is hereby declared to be surplus property and authorized for sale or scrap:

<i>Unit</i>	<i>Department</i>	<i>Vehicle</i>	<i>VIN / Serial No.</i>
9	Police	2020 Ford Explorer	1FM5K8AB3LGC94662

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**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: March 19, 2024

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

***Item Title:*** Surplus 2020 Ford Explorer

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

*Recommendation to declare Cumberland Police Department Unit #9 (2020 Ford Explorer, MD reg 18163LG, Vin# 1FM5K8AB3LGC94662) surplus for sale or scrap.*

***Amount of Award:***

***Budget number:***

***Grant, bond, etc. reference:***

**File Attachments for Item:**

. 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 -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,416

DATE: March 19, 2024

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

THAT, the amendment of Order No. 27,196, originally approved on March 7, 2023 for the purchase of two (2) 2024 International Ambulances from FESCO Emergency Sales, 7010 Troy Hill Drive, Elkridge, MD, 21075, be and is hereby approved with a reduction in cost in the amount of Fifty Four Thousand Eight Hundred Fifty Dollars and No Cents (\$54,850.00) due to the removal of two (2) power load systems from the order.

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**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: March 19, 2024

Key Staff Contact: Fire Chief Shannon Adams

***Item Title:*** Purchase two (2) power load systems for our two (2) new 2024 Ambulances

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

**Background:**

City of Cumberland Purchase Orders #2023-00001072 and #2023-00001073 to FESCO for the purchase of two (2) 2024 International Ambulances were revised to reflect change orders for the removal of the power load systems. The cost reduction totals \$54,850.00.

Recommend the purchase of two (2) power load systems from Stryker at a cost of \$51,589.90 that includes \$5,000.00 trade-in of two (2) power cots that will become obsolete.

This purchase will facilitate inclusion of these power load systems in Stryker's ALS 360 asset management program that eliminates the liability of old equipment and creates long term savings.

***Amount of Award:***

***Budget number:*** FY2023 001-043-64000

***See Purchase Order No. 2023-00001072 and No. 2023-00001073***

***Grant, bond, etc. reference:***

**File Attachments for Item:**

. 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 -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,417

DATE: March 19, 2024

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

THAT, the purchase from Stryker Medical, PO BOX 93308, Chicago, IL, 60673-3308 of two (2) power load systems to be installed in two (2) new 2024 International Ambulances be and is hereby approved in the amount not to exceed Fifty One Thousand Five Hundred Eighty Nine Dollars and Ninety Cents (\$51,589.90).

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**Raymond M. Morriss, Mayor**

Budget:  
001.043.64000

# Council Agenda Summary

Meeting Date: March 19, 2024

Key Staff Contact: Fire Chief Shannon Adams

***Item Title:*** Purchase two (2) power load systems for our two (2) new 2024 Ambulances

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

**Background:**

City of Cumberland Purchase Orders #2023-00001072 and #2023-00001073 to FESCO for the purchase of two (2) 2024 International Ambulances were revised to reflect change orders for the removal of the power load systems. The cost reduction totals \$54,850.00.

Recommend the purchase of two (2) power load systems from Stryker at a cost of \$51,589.90 that includes \$5,000.00 trade-in of two (2) power cots that will become obsolete.

This purchase will facilitate inclusion of these power load systems in Stryker's ALS 360 asset management program that eliminates the liability of old equipment and creates long term savings.

***Amount of Award:***

***Budget number:*** FY2023 001-043-64000

***See Purchase Order No. 2023-00001072 and No. 2023-00001073***

***Grant, bond, etc. reference:***





## CumberlandFD-PowerLoad-Feb.24

Quote Number: 10878913  
 Version: 1  
 Prepared For: CITY OF CUMBERLAND FIRE DEPT  
 Attn:

Rep: Chris Ward  
 Email: christopher.ward@stryker.com  
 Phone Number: 3174454779

Quote Date: 02/28/2024  
 Expiration Date: 05/28/2024  
 Contract Start: 02/28/2024  
 Contract End: 02/27/2025

### Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	639005550003	MTS PWLD EXCLUDES FLOOR PLATE	PCE	2	\$27,862.33	\$55,724.66
2.0	639000010135	CABLE, ANCHOR TO VEHICLE	PCE	2	\$83.30	\$166.60
<b>Equipment Total:</b>						<b>\$55,891.26</b>

### Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-SPCOT-PL	TRADE-IN-STRYKER POWER COT TOWARDS PURCHASE OF POWERLOAD	2	-\$2,500.00	-\$5,000.00

### Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$698.64
<b>Grand Total:</b>	<b>\$51,589.90</b>

Prices: In effect for 30 days

Terms: Net 30 Days

### Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law



## CumberlandFD-PowerLoad-Feb.24

Quote Number: 10878913

Version: 1

Prepared For: CITY OF CUMBERLAND FIRE DEPT  
Attn:

Rep: Chris Ward

Email: christopher.ward@stryker.com

Phone Number: 3174454779

Quote Date: 02/28/2024

Expiration Date: 05/28/2024

Contract Start: 02/28/2024

Contract End: 02/27/2025

or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).

---

**Fwd: Update**

1 message

---

**Shannon Adams** <shannon.adams@cumberlandmd.gov>  
To: Julie Davis <julie.davis@cumberlandmd.gov>

Mon, Mar 4, 2024 at 2:34 PM

W. Shannon Adams  
Fire Chief  
City of Cumberland Fire Department

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

From: **Ward, Christopher** <christopher.ward@stryker.com>  
Date: Fri, Mar 1, 2024 at 3:43 PM  
Subject: Re: Update  
To: Shannon Adams <shannon.adams@cumberlandmd.gov>

Hi Chief,

Sorry, this has taken me a little bit to get back to you.

**Cash purchase:**

I have attached the quote for the 2 Power-Loads and the installation of the loads by the 3<sup>rd</sup> party that would come on site when you get your new trucks. (quote 1: \$51k for loads & quote 2: \$1,500 for installation paid to 3<sup>rd</sup> party)

**ALS 360 info:**

1. I did confirm that **Stryker will cover the installation** of Power-Loads if you do go with the **ALS360 program**. So, you wouldn't have the additional cost to pay to the 3<sup>rd</sup> party for installation of the loads. One last thing to budget for during your 10yr program.
  - a. Essentially, the 3<sup>rd</sup> party will charge Stryker and we will pay them. So, when you have Power-loads that need to be installed/swapped during the 10yr program we will help facilitate that.
2. The cost of the 8 AEDs under the ALS360 program is **\$9,998/yr** so roughly \$10k annually. That is the dollar amount that I would allot to the other city department budgets. This gets them the AEDs, but also maintaining them and switching them out during the program. (mitigating having an old forgotten AED in a building)

Just a refresh: The cash purchase of the 2 Power-Loads can be entered and we can apply that \$51k towards the first-year payment of the ALS program. Making the first-year payment roughly \$162k.

I hope I laid this out effectively, but I can try and touch base on the phone next week to make sure I answered all your questions.

Have a great weekend!

**Chris Ward**  
**Stryker Emergency Care**  
**Account Manager**  
C: 317-445-4779  
christopher.ward@stryker  
www.stryker.com

---

**From:** Shannon Adams <shannon.adams@cumberlandmd.gov>  
**Sent:** Tuesday, February 27, 2024 10:19 AM  
**To:** Ward, Christopher <christopher.ward@stryker.com>  
**Subject:** Update

You don't often get email from shannon.adams@cumberlandmd.gov. [Learn why this is important](#)

**EXTERNAL EMAIL**

Here is your email reminder you requested. Thanks again for all your help.

Breakdown for the 8 AEDs for City Hall. Again if it needs to be on one program, that 's fine. All I need is a breakdown of what the additional AEDs cost so It comes from other city budgets.

Also Julie's quote on the 2 load systems and 2 installs.

W. Shannon Adams  
Fire Chief  
City of Cumberland Fire Department

**CAUTION:** External email. Do not click links or open attachments unless you recognize the sender and know the content is safe. Please forward all suspicious emails to [informationsecurity@stryker.com](mailto:informationsecurity@stryker.com).

Follow this link to read our [Privacy Statement](#)

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**2 attachments**

 **CumberlandFD-PowerLoad-Quote-Feb.24.pdf**  
109K

 **Estimate\_2078\_from\_InstATech\_LLC (1).pdf**  
122K

Inst-A-Tech LLC  
10395 Us 431  
Dunmor, KY 42339  
(270) 399-1202  
instatech2012@yahoo.com

# Estimate



ADDRESS  
Cumberland Fire (MD)

*\*  
Stryker will cover this cost  
for installation of the powerloads  
if we go with the ALS360  
Program*

ESTIMATE #	DATE
2078	03/01/2024

*John*

ACTIVITY	QTY	RATE	AMOUNT
Power Load install with existing floor plate	2	750.00	1,500.00
TOTAL			<b>\$1,500.00</b>

Accepted By

Accepted Date

**File Attachments for Item:**

. 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

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

ORDER NO. 27,418

DATE: March 19, 2024

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

**THAT**, the Mayor be and is hereby authorized to execute a ten (10) year master service and purchase agreement with Flex Financial, a division of Stryker Sales, LLC, 1901 Romence Road Parkway, Portage, MI, 49002, for the ALS360 Program, which includes equipment, replacement schedule, service and maintenance for all Stryker equipped Emergency Medical Service apparatus and eight (8) Community Rescue Automatic External Defibrillators to be located within City-owned buildings in an amount not to exceed Two Million, One Hundred Thirty Four Thousand Eight Hundred Six Dollars and No Cents (\$2,134,806.00) for the ten (10) year term.

---

**Raymond M. Morriss, Mayor**

Budget:  
Department Budgets

# Council Agenda Summary

Meeting Date: March 19, 2024

Key Staff Contact: Fire Chief W. Shannon Adams

Item Title: **Stryker 10-Year ALS360 Asset Management Program**

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

The Fire Department is requesting the Mayor and City Council authorize the Fire Chief to enter into a ten (10) year master service and purchase agreement with Flex Financial, a division of Stryker Sales for the ALS360 Program that includes equipment, replacement schedule, service, and maintenance for all Stryker equipped Emergency Medical Service (EMS) apparatus and eight (8) Community Rescue Automatic External Defibrillators to be located within City-owned buildings at a cost not to exceed \$2,134,806.00 for the full ten (10) years.

This agreement would replace the existing Stryker EMS equipment in need of immediate replacement, which in the past was purchased separately through various grants and Fire Department Budget expenditures.

The Stryker ALS360 Program places the following EMS equipment on a regular five-year replacement schedule and provides the most advanced version of the technology at no additional cost: includes cardiac monitor/defibrillators, automatic external defibrillators, power load cot systems, ambulance cots, stair chairs, LUCAS CPR devices, and McGrath video laryngoscope.

Cost for Fire Department is \$2,034,834.00 for the full ten (10) years or \$203,483.00 fixed per year.

Cost for eight (8) Community Rescue Automatic External Defibrillators (CR2 AEDs) for use by a community lay rescuer to be placed within various City-owned buildings is \$99,980.00 for the full ten (10) years or \$9,980.00 fixed per year.

Over the past few years, the cost of medical equipment has been rising fast. Entering into a 10-year agreement for these tools which is critical in providing EMS services to the residents of Cumberland will fix the costs for the next 10 years and ensure our paramedics are equipped with the most up-to-date equipment.

## *Amount of Award:*

***Budget number: \$210,000.00 is included in the FY2025 Fire Department Budget Request***

***NOTE: The power load systems were removed from FESCO for the costs of our two new ambulances. These costs will be reallocated to Stryker. (See Order # \_\_\_\_\_ to purchase two power load systems on this Consent Agenda.) Stryker will credit \$51,589.90 towards the ALS360 Program first year payment. Therefore, the Fire Department's First Year Payment will be reduced to \$151,893.00.***

***Grant, bond, etc. reference:***





**10 years of level payments includes the following:**

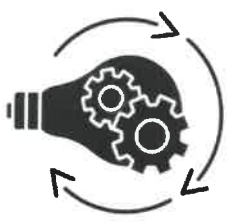
- No increase in payments on equipment of any like kind and quality

**Technology Refresh™ after 36 months, upon the launch of new technology:**

- New installation based on customer specs
- May stagger new equipment

**If new generation is not launched within 60 months:**

- We will refresh equipment of the same generation to maintain performance












**Repricing option for “revolutionary” agreement in technology**

**Includes Power-LOAD install, excludes floor plate and wiring installation**



Terms and conditions are subject to change and will be provided at time of request from Stryker's FLFX Financial. Final Tech Refresh option must be executed on or before the 60-month mark. All pricing shown is exclusive of taxes and contingent upon credit approval. Company confidential. Internal use only. Do not distribute.

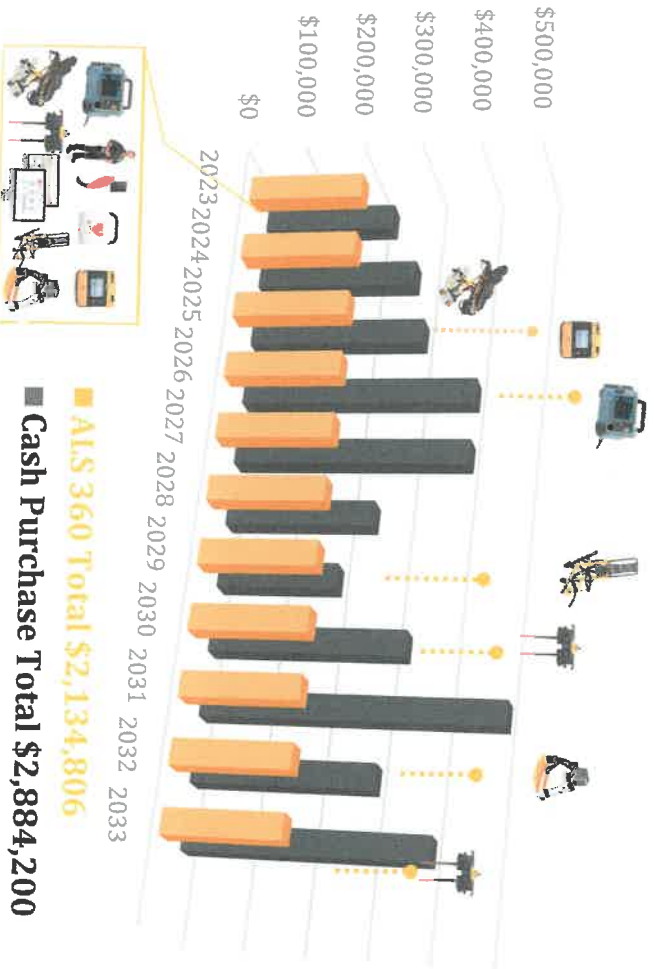
**comprehensive solution – Including City AED's**

Capital product	Qty.	Refresh	Service/data solutions	Qty.
 Power-LOAD® Fastener System <small>*excludes floor plate and wiring installation</small>	4	4	Wi-Fi®/Cellular gateway	4
 Power-PRO™ XT Powered Ambulance Cot	-	-	Korre data plan	-
 Power-PRO™ 2 Powered Ambulance Cot	4	4	LIFENET® Asset	-
 Xpedition Power Stair Chair	4	4	LIFENET® Care	1
 LIFEPAK®15 monitor/defibrillator	4	4	CODE-STAR™ data review software license	Included (1 seats)
 LUCAS® 3, v3.1 chest compression system	4	4	CODE-STAR data review annotation service	Included
 LIFEPAK 1000 AED	8	8	CODE-STAR maintenance subscription	-
 LIFEPAK CR2 AED	8	8	Trade-in Credits	Applied
 McGRATH™ MAC EMS video laryngoscope	-	No Upgrade	Accessories and disposables contract	Independent Customer Loyalty Agreement
			ProCare® Services (all program products)	Included

This is an example of an ALS 360 FMV proposal and is subject to change based on products, timing and terms.  
 Company confidential. Internal use only. Do not distribute.

# Asset Management Program | FMV

## ALS 360 vs. Cash Purchase












**Payment Structure**  
**\$213,481 / year fixed**

**Projected Savings vs. Cash**  
**\$749,364**

This is an example of an ALS 360 FMV proposal and is subject to change based on products, timing, and terms. Standard trade-in credits apply. All pricing shown is exclusive of taxes and contingent upon credit approval.

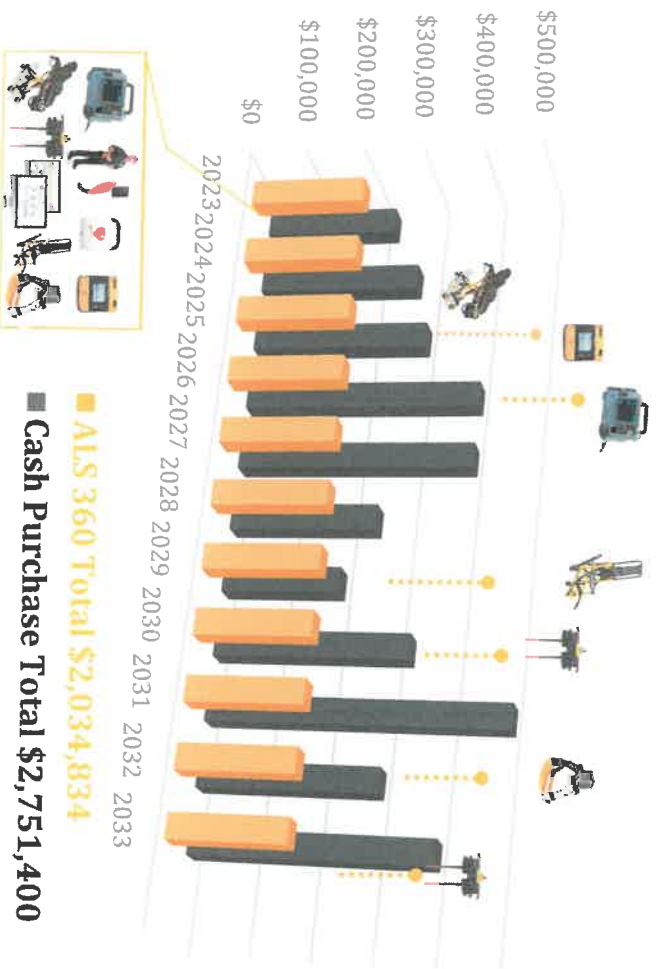
# comprehensive solution – Just FD Needs

Capital product	Qty.	Refresh	Service/data solutions	Qty.
 Power-LOAD® Fastener System <small>*excludes floor plate and wiring installation</small>	4	4	Wi-Fi®/Cellular gateway	4
 Power-PRO™ XT Powered Ambulance Cot	-	-	Kore data plan	-
 Power-PRO™ 2 Powered Ambulance Cot	4	4	LIFENET® Asset	-
 Xpedition Power Stair Chair	4	4	LIFENET® Care	1
 LIFEPAK® 15 monitor/defibrillator	4	4	CODE-STAT™ data review software license	Included (1 seats)
 LUCAS® 3, v3.1 chest compression system	4	4	CODE-STAT data review annotation service	Included
 LIFEPAK 1000 AED	8	8	CODE-STAT maintenance subscription	-
 LIFEPAK CR2 AED	-	-	Trade-in Credits	Applied
 McGRATH™ MAC EMS video laryngoscope	-	No Upgrade	Accessories and disposables contract ProCare® Services (all program products)	Independent Customer Loyalty Agreement Included

This is an example of an ALS 360 FMV proposal and is subject to change based on products, timing and terms.  
 Company confidential. Internal use only. Do not distribute.

# Asset Management Program | FMV

## ALS 360 vs. Cash Purchase



■ ALS 360 Total **\$2,034,834**  
■ Cash Purchase Total **\$2,751,400**

**Payment Structure**  
**\$203,483 / year fixed**

**Projected Savings vs. Cash**  
**\$716,566**

This is an example of an ALS 360 FMV proposal and is subject to change based on products, timing, and terms. Standard trade-in credits apply. All pricing shown is exclusive of taxes and contingent upon credit approval.

Flex Financial, a division of Stryker Sales, LLC



1901 Romence Road Parkway  
Portage, MI 49002  
t: 1-888-308-3146 f: 877-204-1332  
www.stryker.com

Date: November 9, 2017

RE: Reference no:

Customer Legal Name  
Billing Address

Thank you for choosing Flex Financial, a division of Stryker Sales, LLC for your equipment financing needs. Enclosed please find the financing documents necessary to enter into the financing arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for release of the financed equipment.

**PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.**

**Master Agreement  
Rental Schedule to Master Agreement  
Exhibit A - Detail of Equipment  
Insurance Authorization and Verification**

**\*\*Conditions of Approval: Insurance Authorization and Verification**

**PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:**

<b>Federal tax ID number:</b>	_____	<b>AP address:</b>	_____
<b>Purchase order number:</b>	_____	<b>Contact name:</b>	_____
<b>Phone number:</b>	_____	<b>Email address:</b>	_____

**Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 612-309469)**

Your personal documentation specialist is Michelle Warren and can be reached at 269-389-1909 or by email [michelle.warren@stryker.com](mailto:michelle.warren@stryker.com) for any questions regarding these documents.

The financing proposal evidenced by these documents is valid through the last business day of **November, 2017**

Sincerely,

**Flex Financial, a division of Stryker Sales Corporation**

**Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales Corporation is 38-2902424.**

Agreement #: \_\_\_\_\_

<p>Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romance Road Parkway Portage, MI 49002</p>	<p>Customer:</p>
--	------------------

**1. Master agreement.** The undersigned Customer ("**Customer**") unconditionally and irrevocably agrees with the above referenced Owner (together with all of its successors and Assignees, collectively, "**Owner**") to use or acquire, as applicable, the equipment and other personal property and services, if any (together with all additions and attachments to it and all substitutions for it, collectively, the "**Equipment**") described in each Equipment Schedule referencing this Agreement (which may be in the form of an Equipment Lease Schedule, Equipment Rental Schedule, Equipment Use Schedule, Fee Per Disposable Schedule, Fee Per Implant Schedule, Equipment Purchase Schedule or other schedule referencing this Agreement, each, together with any attachments thereto, an "**Equipment Schedule**") and purchased from the Supplier(s) noted in the applicable Equipment Schedule (each a "**Supplier**"). Each Equipment Schedule shall incorporate by reference all of the terms of this Agreement and shall constitute a separate agreement (each such Equipment Schedule, together with such incorporated terms of this Agreement, collectively, a "**Schedule**") that is assignable separately from each other Schedule. In the event of a conflict between this Agreement and the terms of an Equipment Schedule, the terms of the Equipment Schedule shall prevail. No provision of a Schedule may be amended except in a writing signed by Owner's and Customer's duly authorized representatives.

**2. Risk of loss.** Effective upon delivery to Customer and continuing until the Equipment is returned to Owner in accordance with the terms of each Schedule, Customer shall bear all risks of loss or damage to the Equipment and if any loss occurs Customer is nevertheless required to satisfy all of its obligations under each Schedule.

**3. Payments/fees.** All periodic payments, "Semi-Annual Differential" (if a Fee Per Disposable Schedule or Fee Per Implant Schedule) and other amounts due from Customer to Owner under a Schedule are collectively referred to as "**Payments**". Unless otherwise instructed by Owner in writing, all Payments shall be made to Owner's address in the applicable Schedule. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under any Schedule may only be made after Owner's prior written agreement to accept such payment amount. If Customer fails to pay any amount due under a Schedule within ten (10) days after its due date, Customer agrees to pay a late charge equal to (as reasonable liquidated damages and not as a penalty) five percent (5%) of the amount of each such late payment. If any check or funds transfer request for any Payment is returned to Owner unpaid, Customer shall pay Owner a service charge of \$55 for each such returned check or request. Customer authorizes Owner to adjust the Payments at any time if taxes included in the Payments differ from Owner's estimate. Customer agrees that the Payments under a Schedule were calculated by Owner based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonable determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by Owner from such sources as Owner shall determine to be comparable to Bloomberg [or any successor]), and in the event the date the Equipment is delivered to Customer under any Schedule is more than 30 days after Owner sends the Schedule to Customer, Owner may adjust the Payments once to compensate Owner, in good faith, for any increase in such rate. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's website as quoted by Bloomberg.

**4. Equipment.** Customer shall keep the Equipment free of liens, claims and encumbrances, and shall not modify, move, sell, transfer, or otherwise encumber any Equipment or permit any Equipment to be used by others or become attached to any realty, in each case without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any modification or addition to any Equipment shall automatically become the sole property of Owner, unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule. Owner shall have the right to enter Customer's premises during business hours to inspect any Equipment and observe its use upon at least one (1) day's prior written or verbal notice. Customer shall comply with all applicable laws, rules and regulations concerning the operation, ownership, use and/or possession of the Equipment.

**5. Obligations absolute.** Customer's Payments and other obligations under each Schedule are absolute and unconditional and non-cancelable regardless of any defect or damage to the Equipment (or Disposables/Implants, if applicable) or loss of possession, use or destruction of the Equipment (or Disposables/Implants, if applicable) and are not subject to any set-offs, recoupment, claims, abatements or defenses, provided that neither this Agreement nor any Equipment Schedule shall impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of its rights in any Equipment warranties to Customer. Customer waives all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or any Schedule.

**6. Use/assignment/disclaimers.** All Equipment shall be used solely for business purposes, and not for personal or household use. Customer shall maintain the Equipment in good repair in accordance with the instructions of the Supplier so that it shall be able to operate in accordance with the manufacturer's specifications. **CUSTOMER SHALL NOT TRANSFER OR ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS UNDER ANY SCHEDULE OR EQUIPMENT** without Owner's prior written consent, which consent shall not be unreasonably withheld. Customer shall promptly notify Owner in writing of any loss or damage to any Equipment. Owner shall own the Equipment (unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule). Owner may sell, assign, transfer or grant a security interest to any third party (each, an "**Assignee**") in any Equipment, Payments and/or Schedule, or interest therein, in whole or in part, without notice to or consent by Customer. Customer agrees that Owner may assign its rights under and/or interest in each Schedule and the related Equipment to an Assignee immediately upon or any time after Owner's acceptance of each Schedule and upon such assignment, Customer consents to such assignment and acknowledges that references herein to "Owner" shall mean the Assignee. No Assignee shall assume or be liable for any of the Original Owner's (as defined below) obligations to Customer even though an Assignee may continue to bill and collect all of Customer's obligations under this Agreement in the name of "Flex Financial, a Division of Stryker Sales, LLC." Customer acknowledges that such Assignee is not the manufacturer or supplier of any Equipment and is not responsible for its delivery, installation, repair, maintenance or servicing and no Assignee shall have any obligations or liabilities of any kind whatsoever concerning or relating to the Equipment. Customer has selected each Supplier and manufacturer and all of the Equipment. Neither the Original Owner, Supplier nor any manufacturer is an agent of any Assignee, and no representative of the Original Owner, manufacturer or any Supplier is authorized to bind any Assignee for any purpose or make any representation on Assignee's behalf. Customer agrees to look only to Stryker Sales, LLC (the "**Original Owner**"), the Supplier(s) or the manufacturer(s) for any defect or breach of warranty regarding the Equipment. **AS TO ANY ASSIGNEE, CUSTOMER TAKES AND USES THE EQUIPMENT ON AN "AS-IS", "WHERE-IS" BASIS. ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING ANY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT, IF ANY, THAT CUSTOMER HAS ANY CLAIMS, RIGHTS OR DEFENSES AGAINST THE ORIGINAL OWNER, ANY MANUFACTURER AND/OR ANY SUPPLIER, CUSTOMER SHALL RAISE SUCH CLAIMS, RIGHTS OR DEFENSES ONLY AGAINST THE ORIGINAL OWNER, MANUFACTURER OR SUPPLIER AND NOT AGAINST ASSIGNEE AND SHALL NONE-THE-LESS PAY ALL PAYMENTS AND OTHER AMOUNTS DUE UNDER A SCHEDULE TO THE ASSIGNEE ON THEIR RESPECTIVE DUE DATES WITHOUT ANY DEFENSE, RECOUPMENT, SETOFF, ABATEMENT, CLAIM OR COUNTERCLAIM OF ANY NATURE. THE ORIGINAL OWNER (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT.**

**7. Insurance/Indemnification.** Customer shall at all times maintain and provide Owner with certificates of insurance evidencing (i) third-party general liability insurance (covering death and personal injury and damage to third party property) with a minimum limit of \$1 million combined single limit per occurrence and (ii) property insurance covering the Equipment against fire, theft, and other loss, damage or casualty for the full replacement value of the Equipment in each case with insurers acceptable to Owner. Such policies shall list Owner and each Assignee as an additional insured and sole loss payee, as applicable, for such insurance. Such insurance policies shall require the insurer to provide Owner with at least 30 days' prior written notice of any material change in or cancellation of the insurance. In the event that Owner determines that the insurance is not in effect, Owner may (but shall not be required to) obtain such insurance and add an insurance fee (which may include a profit) to the amounts due from Customer under the applicable Schedule. Upon any loss or damage to any Equipment, Customer shall continue to pay all Payments due under the related Schedule for the remainder of its term and shall, at Owner's sole election, either repair such Equipment or replace it with comparable equipment satisfactory to Owner. Proceeds of insurance shall be paid to Owner with respect to any Equipment loss, damage, theft or other casualty and shall, at the election of Owner, be applied either to the repair of the Equipment by payment by Owner directly to the party completing the repairs, or to the reimbursement of Customer for the cost of such repairs; provided, however, that Owner shall have no obligation to make such payment or any part thereof until receipt of such evidence as Owner shall deem satisfactory that such repairs have been completed and further provided that Owner may apply such proceeds to the payment of any Payments or other sum due or to become due hereunder if at the time such proceeds are received by Owner there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default. To the extent not expressly prohibited by applicable law, Customer will reimburse and defend Owner, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Owner, including any Assignee, relating to the Equipment and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Owner) with access to the Equipment. All Taxes and indemnity obligations shall survive the termination, cancellation or expiration of a Schedule.

**8. UCC filings.** CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO CUSTOMER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE ("UCC"). If and to the extent that this Agreement or a Schedule is deemed a security agreement (or if the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule), Customer hereby grants to Owner, its successors and assigns, a security interest in all of Customer's rights under and interest in the Equipment, all additions to the Equipment and all proceeds of the foregoing. Such security interest secures all Payments and other obligations owing by Customer to Owner under the applicable Schedule. Customer authorizes Owner and any Assignee to file UCC financing statements disclosing Owner's or Assignee's interest in the Equipment. Customer shall provide Owner with at least 45 days' prior written notice of any change to Customer's principal place of business, organization or incorporation.

**9. Taxes.**

(a) Reporting and Payment. If permitted by applicable law and except as noted below, Owner shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon any Schedule or the ownership, use, possession, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). Customer shall indemnify and hold Owner harmless from any such Taxes. Owner shall prepare and file all tax returns relating to Taxes for which Owner is responsible hereunder or which Owner is permitted to file under the laws of the applicable taxing jurisdiction. Except with respect to Equipment subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment. Upon receipt of any tax bill pertaining to the Equipment from the appropriate taxing authority, Owner will pay such tax and will invoice Customer for the expense. Upon receipt of such invoice, Customer will promptly reimburse Owner for such expense. If the Equipment is subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer shall report and pay all applicable property taxes on such Equipment. Nothing in this Subsection shall be deemed to prohibit Customer from reporting, for informational purposes only and to the extent required under applicable law, that it uses the Equipment.

(b) Tax Ownership.

(i) If Customer selects \$1.00 Buyout for any Schedule, the parties intend that Customer shall be considered the owner of the Equipment for tax purposes; provided, however, that Owner shall not be deemed to have violated this Agreement or any Schedule by taking a tax position inconsistent with the foregoing to the extent such a position is required by law or is taken through inadvertence so long as such inadvertent tax position is reversed by Owner promptly upon its discovery.

(ii) If Customer selects the Fair Market Value Option or the Fixed Purchase Option for any Schedule, the parties intend that the Schedule will not be a "conditional sale", and that Owner shall at all times and for all purposes be considered the owner of the Equipment (including for income taxes purposes), and that such Schedule will convey to Customer no right, title or interest in any of the Equipment excepts the right to use the Equipment as described in the Schedule. Customer will not take any actions or positions inconsistent with treating Owner as the owner of the Equipment on or with respect to any income tax return.

Should either the United States government (or agency thereof) or any state or local tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, the Equipment tax benefits claimed under a Schedule by Owner as a result of any act or omission of Customer (collectively, "Tax Loss"), to the extent not prohibited by applicable law, Customer will indemnify Owner (on a net after tax basis) against all Tax Losses suffered, including the amount of any interest or penalties which might be assessed on Owner by the governmental authority(ies) with respect to such Tax Loss. All references to Owner in this Section include Owner and the consolidated taxpayer group of which Owner is a member. All of Owner's (including any Assignee's) rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Owner (including any Assignee), or its respective successors and assigns.

**10. Facsimile copies.** Owner may from time to time, in its sole discretion, accept a photocopy or facsimile of this Agreement and/or any Schedule (bearing a photocopied or electronically transmitted copy of Customer's signature) as the binding and effective record of such agreement(s) whether or not an ink signed counterpart thereof is also received by Owner from Customer, provided, however, that no Schedule shall be binding on Owner unless and until executed by Owner. Any such photocopy or electronically transmitted facsimile received by Owner shall when executed by Owner, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the "best evidence rule" and binding on Customer as if Customer's manual ink signature was personally delivered.

**11. Notices.** All notices required or provided for in any Schedule, shall be in writing and shall be addressed to Customer or Owner, as the case may be, at its address set forth above or such other address as either such party may later designate in writing to the other party. Such notice shall be considered delivered and effective: (a) upon receipt, if delivered by hand or overnight courier, or (b) three (3) days after deposit with the U.S. Postal Service, if sent certified mail, return receipt requested with postage prepaid. No other means of delivery of notices shall be permitted.



**12. Default; remedies.** Customer will be in "default" under a Schedule, if any one or more of the following shall occur: (a) Customer or any Guarantor of any Schedule ("Guarantor") fails to pay Owner any Payment due under any Schedule within ten (10) days after it is due, or (b) Customer or any such Guarantor breaches any other term of any Schedule, or (c) Customer or any such Guarantor makes any misrepresentation to Owner, or (d) Customer or any such Guarantor fails to pay any other material obligation owed to Owner, any of Owner's affiliates, or any other party, or (e) Customer or any such Guarantor shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets, or (f) there shall be filed by or against Customer or any such Guarantor a petition in bankruptcy, or (g) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Owner written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective, or (h) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated, or (i) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Owner's prior written consent, which consent shall not be unreasonably withheld, or (j) without prior written consent of Owner, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation. Upon default, Owner may do any one or more of the following: (1) recover from Customer the sum of (A) any and all Payments, late charges and other amounts then due and owing under any or all Schedules, (B) accelerate and collect the unpaid balance of the remaining Payments scheduled to be paid under any or all Schedules, together with Owner's anticipated residual interest in any or all Equipment subject to them, both discounted to present value at a rate of 3% per annum, and (C) Owner's related reasonable attorneys' fees, collection costs and expenses; (2) enter upon Customer's premises and take possession of any or all of such Equipment; (3) terminate any or all Schedules; and/or (4) utilize any other right or remedy provided by applicable law. Customer shall also pay to Owner interest on all unpaid amounts due under a Schedule from the due date of such amounts until paid in full, at a rate per annum equal to the lower of 1-1/2% per month or the highest rate of interest permitted by applicable law (the "Default Interest Rate"). In the event the Equipment is returned or repossessed by Owner, Owner will, if commercially reasonable, sell or otherwise dispose of the Equipment, with notice as required by law, and apply the net proceeds after deducting the costs and expenses of such sale or other disposition, to Customer's obligations hereunder with Customer remaining liable for any deficiency and with any excess being retained by Owner or applied as required by law. If Customer fails to perform or comply with any of its agreements or obligations, Owner may perform or comply with such agreements or obligations in its own name or in Customer's name as attorney-in-fact and the amount of any payments and expenses of Owner incurred in connection with such performance or compliance, together with interest thereon at the Default Interest Rate, shall be payable by Customer to Owner upon demand. No express or implied waiver by Owner of any default or breach of Customer's obligations hereunder shall constitute a waiver of any other default or breach of Customer's obligations hereunder.

**13. Miscellaneous.** All Schedules shall be binding on Customer's successors and permitted assigns, and shall be for the benefit of Owner and its successors and Assignees. **EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF MICHIGAN, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATING TO ANY SCHEDULE OR EQUIPMENT.** The parties do not intend to exceed any applicable usury laws. If for any reason a Schedule is held to constitute a loan of money, any amounts payable under such Schedule in excess of the applicable highest lawful rate of interest shall be deemed a prepayment of any principal amount due under the Schedule and, if such principal is paid in full, such excess amounts shall be immediately refunded to Customer. Customer agrees that it shall upon request from Owner, promptly provide to Owner a copy of Customer's most recent annual financial statements and any other financial information of Customer (including interim financial statements) that Owner may request. Customer authorizes Owner to share such information with Owner's affiliates for purposes of credit approval. Customer expressly authorizes credit reporting agencies and other persons to furnish credit information to Owner and its Assignees (and prospective Assignees), separately or jointly with other creditors or Owners, for use in connection with this Agreement or any Schedule. Customer agrees that Owner may provide any information or knowledge Owner may have about Customer or about any matter relating to this Agreement or any Schedule to any one or more Assignees (and prospective Assignees). Owners and joint users of such information are authorized to receive and exchange credit information and to update such information as appropriate during the term of this Agreement and each Schedule. Information about Customer may be used for marketing and administrative purposes and shared with Owner's affiliates. Customer may direct Owner not to share that information (except transaction and experience information and information needed for credit approval) with Owner's affiliates by writing to the Owner's address referenced above. This Agreement will not be valid until accepted by Owner (as evidenced by Owner's signature below). Customer represents and warrants to Owner, that effective on the date on which Customer executes this Agreement and each Schedule: (i) if Customer is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Agreement and each Schedule and the performance of Customer's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement and each Schedule on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement and each Schedule is true and correct; and (iv) this Agreement and each Schedule constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms. This Agreement and each Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of any Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that: (i) if a Schedule constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both Owner and Customer have signed electronically, the version identified by Owner as the "single authoritative copy" is the chattel paper for purposes of perfection by control and (ii) the Agreement may be signed electronically by both parties. . Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. Any provision of a Schedule which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of the Schedule, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of the Schedule and shall not be deemed to affect the meaning or construction of any of the provisions hereof. Customer has not received any tax or accounting advice from Owner. This Agreement, any Schedules, any attachments to this Agreement or any Schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents.

**CUSTOMER HAS READ THIS AGREEMENT AND EACH SCHEDULE BEFORE SIGNING IT.**

**Customer signature**

<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	

**Accepted by Flex Financial, a division of Stryker Sales, LLC**

<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	

**EQUIPMENT SCHEDULE NO. TO MASTER AGREEMENT NO.  
(Equipment Rental Schedule)**

<b>Owner:</b> Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	<b>Customer:</b>
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**Supplier:**  
Stryker Sales, LLC

**Equipment description:** see part I on attached Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")

**Equipment location:**

**Schedule of periodic rent payments:**

-- Monthly payments of \$----- (First payment due 30 days after Agreement is commenced), (Plus Applicable Sales/Use Tax)

<b>Term in months:</b>	Minimum monthly uses: <u>n/a</u>	Fee per use: <u>n/a</u>
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**TERMS AND CONDITIONS**

**1. Rental agreement/term/acceptance/payments.** The undersigned Customer ("Customer") unconditionally and irrevocably agrees to rent from the Owner whose name is listed above ("Owner") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the "Agreement"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule (as defined below). Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The term of this Schedule ("Term") shall start on the day the Equipment is delivered to Customer and shall continue for the number of months set forth above beginning with the Rent Commencement Date (as defined below). Customer shall be deemed to have accepted the Equipment for rent under this Schedule on the date that is ten (10) days after the date it is shipped to Customer by the Supplier ("Acceptance Date") and, at Owner's request, Customer shall confirm for Owner such acceptance in writing. **No acceptance of any item of Equipment may be revoked by Customer.** The Periodic Rent Payments described above ("Periodic Rent") shall be paid commencing on (i) the first day of the month following the month in which the Acceptance Date occurs, if the Acceptance Date is on or before the 15th of the month, or (ii) the first day of the second month following the month in which the Acceptance Date occurs, if the Acceptance Date is after the 15th day of the month ("Rent Commencement Date"). Unless otherwise instructed by Owner in writing, all Periodic Rent and other amounts due hereunder shall be made to Owner's address above. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under this Schedule may only be made after Owner's prior written agreement to accept such payment amount. Periodic Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term regardless of whether or not Customer receives an invoice for it. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.

**2. Return of equipment.** Customers will give Owner at least 90 days but not more than 180 days written notice (the "Return Notice") (to Owner's address above) before the initial Term (or any renewal term) expiration of Customer's intention to return the Equipment, whereupon Customers shall: return all of the Equipment in good working condition at Customer's cost how, when and where Owner directs. If Customer fails to give Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent payment date which is more than 90 days after Customer has given Owner written notice by certified mail that Customer will return Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above. All Equipment upon return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such equipment shall be eligible for manufacturer's maintenance. If Customer fails to return the Equipment as and when required, Customer shall continue to remit Periodic Rent ("Remedial Payments") to Owner on the dates such payments would be payable under this Schedule as if this Schedule had not expired or terminated.

**3. Miscellaneous.** If Customer fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly. Customer agrees that this Schedule is intended to be a "finance lease" as defined in §2A-103(1)(g) of the Uniform Commercial Code. This Schedule will not be valid until signed by Owner. Customer acknowledges that Customer has not received any tax or accounting advice from Owner. If Customer is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon Customer's written request, provide Customer with a detailed outline of the components of its payments which may include equipment, software, service and other related components. This Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that if this Schedule constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both Owner and Customer have signed electronically, the version identified by Owner as the "single authoritative copy" is the chattel paper for purposes of perfection by control.

**CUSTOMER HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT:**

<b>Customer signature</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	

<b>Accepted by Flex Financial, a division of Stryker Sales, LLC</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	

SAMPLE

**Exhibit A to Rental Schedule to Master Agreement  
No. Description of equipment**

**Customer name:**  
**Delivery address:**

**Part I - Equipment/service coverage (if applicable)**

<b>Model number</b>	<b>Equipment description</b>	<b>Quantity</b>
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**Total equipment:**

**Total financed amount:**

SAMPLE

Customer signature	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	

# Insurance Authorization and Verification



**Date:** \_\_\_\_\_ Schedule ### to Master Agreement No. \_\_\_\_\_

**To:** Customer Legal Name ("Customer")  
Equipment Location address

**From:** Flex Financial, a division of Stryker Sales, LLC ("Creditor")  
1901 Romence Road Parkway  
Portage, MI 49002

**TO THE CUSTOMER:** In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer\* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY** Insurance (or, for vehicles, Physical Damage Insurance) in an amount **no less than** the 'Insurable Value' \$ with deductibles **no more than \$10,000.00**.

**\*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED**

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

<b>Insurance agency:</b>	
<b>Agent name:</b>	
<b>Address:</b>	
<b>Phone/fax:</b>	
<b>Email address:</b>	

Customer Signature	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	

\*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Michelle Warren at 269-389-1909.

**TO THE AGENT:** In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	
<b>Carrier name:</b>	
<b>Carrier policy number :</b>	
<b>Policy expiration date:</b>	

Insurable value: \$736,987.98

**ATTACHED: PROPERTY DESCRIPTION FOR Schedule### to Master Agreement No.**

**See Exhibit A to Schedule ### to Master Agreement No.**

**TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.**

Agreement #:

**ADDENDUM TO EQUIPMENT SCHEDULE NO. [XXX] TO MASTER AGREEMENT NO. [XXXXXXXXX]  
BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND [CUSTOMER LEGAL  
NAME]**

This Addendum is hereby made a part of the schedule described above (the "**Schedule**"). In the event of a conflict between the provisions of this Addendum and the provisions of the Schedule, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. A new Section 4 is hereby added to the end of the Schedule which shall read as follows:

**4. Upgrade.** Provided no default or event of default has occurred and is continuing under this Agreement, at any time between the thirty-sixth (36th) month and the sixtieth (60th) month of the Term, Customer shall have the option to upgrade (the "Upgrade Option") any or all of the Equipment in the event Owner releases for sale in the United States a new product model ("New Product") that replaces some or all of the Equipment (the "Superseded Equipment"). This option can be exercised by Customer one (1) time for each Equipment line item listed on Exhibit A during the Term. The New Product must have substantially the same functionality and specification and be of equal or greater value as the related item of Superseded Equipment, all as reasonably determined by Owner. If Customer elects to exercise the Upgrade Option, Customer shall notify Owner of such election, in writing, and include in such notice a description of the Superseded Equipment. Immediately upon Customer's receipt of the New Product, Customer shall return the Superseded Equipment to Owner at Customer's expense and in the condition and otherwise provided for as required under this Schedule.

If at the sixtieth (60th) month of the Term Owner has not released New Product, or Customer has not exercised the Upgrade Option, Customer shall exchange (the "Like-Kind Exchange") the Equipment for new Equipment of the same make and model (the "Like-Kind Equipment") as the original Equipment (the "Original Equipment"). Immediately upon Customer's receipt of the Like-Kind Equipment, Customer shall return the Original Equipment to Owner at Customer's expense and in the condition and otherwise provided for as required under this Schedule and the Agreement.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

## State and Local Government Customer Rider

This State and Local Government Customer Rider (the "**Rider**") is an addition to and hereby made a part of **[AGREEMENT TYPE AND NUMBER]** (the "**Agreement**") between **Flex Financial**, a division of Stryker Sales, LLC ("**Owner**") and **[CUSTOMER LEGAL NAME]** ("**Customer**") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "**Documents**") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "**Obligations**"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "**Non-Appropriation Event**"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("**Termination Date**") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("**Termination Notice**") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Agreement #:

SAMPLE



**File Attachments for Item:**

. 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

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

ORDER NO. 27,419

DATE: March 19, 2024

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

THAT, the Mayor be and is hereby authorized to execute 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.

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**Raymond M. Morriss, Mayor**

# Council Agenda Summary

**Meeting Date:** March 19, 2024

Key Staff Contact: Mark Gandolfi, Ken Tressler

**Item Title:**

Non-Endowed Restricted Fund Agreement with the Community Trust Foundation, Inc. for the establishment of the City of Cumberland Clock Fund.

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

*An order that the Mayor be and is hereby authorized to execute a Non-Endowed Restricted Fund Agreement 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.*

- Let's Beautify Cumberland! has begun gathering donations to establish a clock tower. Presently the City has received \$3,008 in donations toward the estimated \$25,000 project.
- Community Trust Foundation, Inc. is best positioned to secure and invest these funds, accept new donations, and administer a clock fund.
- This Order authorizes the establishment of the fund at the Community Trust Foundation.

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" which is free-standing, four-sided, and installed on a post for a total height of 11.5 feet. Current plans call for a dial to show on each of the four sides, illuminated by LED backlighting or edge lighting with custom-chosen dial markings and hands. 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 are made of brass and stainless steel that will not rust. A GPS function keeps current time and synchronizes the four faces. LBC! is consulting with the City of Cumberland about provision of electrical service and with the Historic Preservation Commission about consistency with guidelines for Downtown Cumberland.

As details come together, enthusiasm for the Cumberland Clock is growing, leading to financial commitments LBC! seeks to direct to a dedicated fund at Community Trust Foundation. Positive reception of the project has LBC! working toward a tentative unveiling of the clock in conjunction with the Allegany County Historical Society's 2024 Heritage Days, September 14-15.



## NON-ENDOWED RESTRICTED FUND AGREEMENT

THIS AGREEMENT is made the \_\_\_ day of March 2024 between THE COMMUNITY TRUST FOUNDATION, INC., (“CTF”), a not-for-profit Maryland corporation and foundation as defined by section 501(c)3 of the Internal Revenue Code, and the **City of Cumberland** (“Donors”) to create a Non-Endowed Restricted Fund (“Fund”) of CTF. All persons and organizations making contributions to the Fund shall be bound by the terms of the Agreement. This Agreement shall be interpreted under the laws of the State of Maryland.

### 1. Name of the Fund

The name of the Fund established by the founding Donors will be the **Cumberland Clock Fund**. Any recipients of benefits from the fund shall be advised that such benefits are from the Fund.

### 2. Property of the Fund

CTF acknowledges receipt of **\$3,008.00** as the initial property of the Fund. This gift is irrevocable as are any future donations to CTF related to the Fund. CTF may at its discretion accept additional contributions to the Fund from persons or entities other than the founding Donors.

### 3. Characteristics of the Fund

The Fund shall be a component part of CTF as defined in section 1.170-A-9(e)(11) of the Internal Revenue Regulations. CTF shall hold, manage, invest, and reinvest the Fund, shall collect the income, and shall make disbursements from the Fund exclusively for general charitable uses and purposes, in accordance with the provisions specified in the Articles of Incorporation, the by-laws, and rules and regulations governing CTF. The assets which establish this fund and the future value of these assets will be permanently reserved for the charitable purposes of the community by giving the Board of Trustees of CTF the power to: (a) receive additional gifts to the Fund from any source, or reject gifts in accordance with CTF’s Gift Acceptance Policy and Investment and Spending Policy; and (b) modify fund restrictions and conditions through the exercise of its variance power. Such power shall include the right to (i) modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations, if in the sole judgment of the Board of Trustees (without the approval of any participating Trustee, Custodian or Agent), such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the CTF geographic service area; and (ii) to replace any Trustee, Custodian or Agent for breach of fiduciary duty under the laws of the State of Maryland.

### 4. Purpose of the Fund

The purpose of this Fund shall be to provide financial support for the Cumberland Clock, a project initiated by Let’s Beautify Cumberland! Upon clock construction and installation, the fund will be closed, and the remaining balance will be transferred to the City of Cumberland to support clock maintenance and upkeep of the Henderson Parklet.

If the Cumberland Clock project is incapable of completion after two years, the fund will be used for beautification projects at the City's discretion.

**5. Disbursements from the Fund**

Income and principal from the Fund shall be distributed to the Mayor and City Council of Cumberland for the Cumberland Clock at intervals to be determined and consistent with the general charitable purposes and Spending Policy of CTF as approved by the Board of Trustees. The minimum disbursement amount is \$250.

**6. Inactive Funds**

All Funds shall remain active regarding distributions. Any Funds that are inactive for a two-year period or have a balance below \$10,000 will be subject to the policies and guidelines adopted by the Board of Trustees of CTF.

**7. Investment of the Fund**

CTF and the members of the Board of Trustees, while acting in good faith, and in the absence of willful default or gross negligence, shall not be liable or held responsible for any loss or depreciation in the value of the Fund resulting from any of the investments or reinvestments made pursuant to the powers herein granted. CTF has exclusive control over the investment and reinvestment of the Fund. Assets of the Fund may be commingled for purposes of investment with other assets of CTF.

**8. CTF as Owner of the Fund**

The Fund shall be the property of CTF and owned by it in its normal corporate capacity. In such a capacity, CTF shall have exclusive control of Contributions to the Fund, the investment return derived there from, and any distributions from the Fund subject to the terms of this Agreement.

**9. Compensation to CTF**

As compensation for its services, CTF shall receive those fees which it customarily charges for services of a nature similar to those herein based on its Administrative Fee Schedule as approved by the Board of Trustees. Costs such as commissions paid in the purchase or sale of the Fund assets and investment management fees are charged directly to the Fund.

**IN WITNESS WHEREOF**, the founding Donor and CTF have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

**FOUNDING DONOR (s)**

\_\_\_\_\_  
**Mayor and City Council of Cumberland**  
**By Raymond M. Morriss, Mayor**

\_\_\_\_\_  
**Date**

**COMMUNITY TRUST FOUNDATION, INC.**

\_\_\_\_\_  
**Mirjhana Buck, President**

\_\_\_\_\_  
**Date**

## APPENDIX

### Let's Beautify Cumberland (LBC!) and The Cumberland Clock

The Let's Beautify Cumberland! program is a citizen initiative organized in August 1996 by Mayor Edward C. Athey and City Councilman Harold L. "Butch" Hendershot, Jr. First chaired by Councilman Hendershot and Paul Yockus, the group has sustained itself with thousands of volunteer hours and continues today under the leadership of co-chairs Ginny Decker and Ed Mullaney. From the first meeting 28 years ago through today, the enthusiastic commitment of LBC! members makes Cumberland a more beautiful place to live.

LBC! embraces projects and events which benefit all residents of the Queen City and Allegany County. The "Welcome to Cumberland" and neighborhood signs, the American Flag project, Blue Ribbon, and Good Neighbor awards, the Day of Caring and Sharing, the 4<sup>th</sup> of July celebration, the adoption of Veterans Memorial Park - and ten other parks throughout the city - are all part of this herculean effort. A vast array of citizens has responded to Butch Hendershot's call to "make time for your community."

The Cumberland Clock will be a physical embodiment of that call as well as a 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. Current plans call for a dial to show on each of the four sides, illuminated by LED backlighting or edge lighting with custom-chosen dial markings and hands. 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 are made of brass and stainless steel that will not rust. A GPS function keeps current time and synchronizes the four faces. LBC! is consulting with the City of Cumberland about provision of electrical service and with the Historic Preservation Commission about consistency with guidelines for Downtown Cumberland.

As details come together, enthusiasm for the Cumberland Clock is growing, leading to financial commitments LBC! seeks to direct to a dedicated fund at Community Trust Foundation. Positive reception of the project has LBC! working toward a tentative unveiling of the clock in conjunction with the Allegany County Historical Society's 2024 Heritage Days, September 14-15. These Heritage Days will be an opportunity not just to reflect on the past, but also to witness the revival happening under many economic development projects. Likewise, the Cumberland Clock will stand as a legacy to 28 years of commitment to the beauty of this Queen City while broadcasting LBC!'s call to our fellow citizens - now is the time to make time for your community.

**File Attachments for Item:**

. 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 -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,420

DATE: March 19, 2024

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

THAT, the Sole Source purchase of the repair costs for a 2018 Freightliner VACCON Combination Sewer Cleaner from Atlantic Machinery, Inc., 2628 Garfield Avenue, Silver Spring, MD 20910, in the not to exceed amount of Forty Three Thousand One Hundred Seventy One Dollars and Forty One Cents (\$43,171.41), be and is hereby approved; and

**BE IT FURTHER ORDERED THAT**, this sole source is in accordance with City Code Section 2-171(d)(iii), which pertains to the purchase of equipment or services required for emergency use.

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**Raymond M. Morriss, Mayor**

Budget: 003.320.48400



# Council Agenda Summary

Meeting Date: March 19, 2024

Key Staff Contact: Brian Broadwater

***Item Title:***

Order Accepting sole source purchase of the repair costs of a 2018 Freightliner VACCON Combination Sewer Cleaner to Atlantic Machinery Inc., 2628 Garfield Ave., Silver Spring MD 20910 for an amount not to exceed \$43,171.41.

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

Requesting an order to accept the sole source purchase of the repair costs of a 2018 Freightliner VACCON Combination Sewer Cleaner to Atlantic Machinery Inc., 2628 Garfield Ave., Silver Spring MD 20910 for an amount not to exceed \$43,171.41. The repairs needed to this truck are emergency repairs as this is our only Combination Sewer Cleaner. This is in accordance with the City Code Sec. 2-171 (d)(ii) – the maintenance/repair contracts, professional service contracts or equipment is available only through a sole source or a source that has significant familiarity with the city resource for which the purchase is sought.

***Amount of Award:***

\$43,171.41

***Budget number:***

003.320.48400 (Sewer Department)

***Grant, bond, etc. reference:***

N/A

**Phone:** 301-585-0800

**Fax:** 301-585-7681

**QUOTE TO:** Accounts Payable  
 City of Cumberland - Sewer Dept.  
 57 N. Liberty Street  
 Cumberland, MD 21502

**SHIP TO:** City of Cumberland - Sewer Dept.  
 215 Bowen Street  
 Cumberland, MD 21501

Customer ID	Good Thru	Ship Via	Payment Terms	Sales Rep
Cumberland MD	3/28/24	Customer Pickup	Net 20 Days	T

Qty.	Item	Description	Unit Price	Extension
1.00	Vaccon	S/N 08177955		
1.00	Miles	Miles: 15535 Hours: 2759 Aux. Hours: 877		
1.00	Vaccon 711-14516S	3 Stage Hydrostatic Fan w/ Motor (Reg. 38489.22)	35,500.00	35,500.00
1.00		Paint to Match Fan Assembly	500.00	500.00
1.00	Vaccon 662-0006	3/4 IN Ball Valve 3000 PSI Flushout	135.24	135.24
1.00	Vaccon 662-0328	Ball valve 1/2 IN 7250 psi	83.17	83.17
1.00	Vaccon 661-1406	Packing Kit for GP7145	422.54	422.54
1.00	Vaccon	810-56447 Decanting Stranier	244.00	244.00
1.00	Vaccon	800-9534 Inlet Tube Weldment	1,209.52	1,209.52
2.00	Vaccon 680-0015	8 IN Quick Clamp	43.96	87.92
1.00	Vaccon 810-25351	SEAL 10 IN	46.02	46.02
1.00	Vaccon 810-25350	O-RING 10 IN	27.16	27.16
1.00	Vaccon 810-25361	SEAL 11 IN	52.42	52.42
1.00	Vaccon 810-25360	O-RING 11 IN	28.42	28.42
23.00	Labor - DA	Labor	165.00	3,795.00
1.00	Water Test Charge	WSSC water meter use and water fees	40.00	40.00
1.00	Shop Materials	Miscellaneous Shop Supplies/Environmental Fees/Waste Oil Disposal	250.00	250.00
1.00	Freight	Freight Estimated	750.00	750.00

9.10

Accepted By \_\_\_\_\_

Phone \_\_\_\_\_

Printed Name \_\_\_\_\_

Fax  
Full Name/Dept. ID \_\_\_\_\_

Title \_\_\_\_\_

P.O. # \_\_\_\_\_

Date \_\_\_\_\_

Subtotal:	Continued
Sales Tax:	Continued
Freight:	
<b>TOTAL</b>	<b>Continued</b>

PARTS RETURNED FOR CREDIT MUST BE RECEIVED WITHIN 30 DAYS OF PURCHASE AND MAY BE SUBJECT TO A 15% RESTOCKING FEE. ALL FILTERS, BELTS AND HOSES ARE NON-RETURNABLE ITEMS. ALL ORDERS OVER \$5000 PAID WITH VISA, MASTERCARD, OR AMEX ARE SUBJECT TO A 2.5% PROCESSING FEE.

**Phone:** 301-585-0800

**Fax:** 301-585-7681

**QUOTE TO:** Accounts Payable  
 City of Cumberland - Sewer Dept.  
 57 N. Liberty Street  
 Cumberland, MD 21502

**SHIP TO:** City of Cumberland - Sewer Dept.  
 215 Bowen Street  
 Cumberland, MD 21501

Customer ID	Good Thru	Ship Via	Payment Terms	Sales Rep
Cumberland MD	3/28/24	Customer Pickup	Net 20 Days	T

Qty.	Item	Description	Unit Price	Extension
		Replace 3 stage fan assembly, replace water pump packing, debris body flush out valve, handgun ball valve, inlet tube in debris body also need replacement, screens in body need to be removed and cleaned and clamps replaced, decanting strainer is damaged but functional, replace boom seals, repair hydraulic leak in front reel panel, will need to send vacuum controller to Vac-con for re-program.		

9.10

Accepted By \_\_\_\_\_

Phone \_\_\_\_\_

Printed Name \_\_\_\_\_

Fax \_\_\_\_\_  
 Full Name/Dept. ID

Title \_\_\_\_\_

P.O. # \_\_\_\_\_

Date \_\_\_\_\_

Subtotal:	43,171.41
Sales Tax:	
Freight:	
<b>TOTAL</b>	<b>\$43,171.41</b>

PARTS RETURNED FOR CREDIT MUST BE RECEIVED WITHIN 30 DAYS OF PURCHASE AND MAY BE SUBJECT TO A 15% RESTOCKING FEE. ALL FILTERS, BELTS AND HOSES ARE NON-RETURNABLE ITEMS. ALL ORDERS OVER \$5000 PAID WITH VISA, MASTERCARD, OR AMEX ARE SUBJECT TO A 2.5% PROCESSING FEE.



Brian Broadwater &lt;brian.broadwater@cumberlandmd.gov&gt;

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**#605 VACCON Repairs at Atlantic Machinery**

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Brian Broadwater &lt;brian.broadwater@cumberlandmd.gov&gt;

Wed, Mar 13, 2024 at 11:35 AM

To: Mark Gandolfi &lt;mark.gandolfi@cumberlandmd.gov&gt;

Cc: Ken Tressler &lt;ken.tressler@cumberlandmd.gov&gt;, Brooke Cassell &lt;brooke.cassell@cumberlandmd.gov&gt;, Jeffrie Harden &lt;jeffrie.harden@cumberlandmd.gov&gt;

This is a sole source as it has to go back to VACCON for this type of repair. The unit is a 2017 and other than the fan failing it is in good shape. This is for repairs, not routine maintenance. After discussing with Atlantic Machinery we believe the failure is from Operator error and will be addressing this with staff. We are also going to have Atlantic Machinery go over operation with staff once these repairs are completed. Some of the repairs were caused by lack of routine maintenance on the operators for greasing of the machine and such. Without the fan being replaced the machine is inoperable. This is not a budgeted item and is unexpected. I would say the remaining life is in the 5-8 year range and we would want the VACCON replaced at that time. These repairs make sense to me as I know how much the VACCON is fought over to be used on a daily basis by the Sewer and Water Departments. I would ask for a sole source under Section 2-171 (d) - the maintenance repair contracts, professional service contracts or equipment is available only through a sole source or a source that has significant familiarity with the city resource for which the purchase is sought. I need an overrun to cover this repair in 003.320.48400.

Please let me know if you have any other questions or need any other details on the issue as there are a lot of variables on what has happened.

Thanks,

Brian

[Quoted text hidden]

3/13/24, 1:40 PM

City of Cumberland, MD Mail - #605 VACCON Repairs at Atlantic Machinery



Brian Broadwater &lt;brian.broadwater@cumberlandmd.gov&gt;

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**#605 VACCON Repairs at Atlantic Machinery**

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Mark Gandolfi &lt;mark.gandolfi@cumberlandmd.gov&gt;

Wed, Mar 13, 2024 at 12:30 PM

To: Brian Broadwater &lt;brian.broadwater@cumberlandmd.gov&gt;

Cc: Ken Tressler &lt;ken.tressler@cumberlandmd.gov&gt;, Brooke Cassell &lt;brooke.cassell@cumberlandmd.gov&gt;, Jeffrie Harden &lt;jeffrie.harden@cumberlandmd.gov&gt;

Hi Brian,

Thank you for the details and the thorough explanation. Presently, there are no additional funds to transfer among operating expenses to cover this cost, however health insurance is trending lower than budgeted by \$50k and 003.320 is trending under budget overall. This should cover the additional costs you are experiencing. Please proceed accordingly with M&CC and a budget override of \$43,200 is approved for 003.320 48400 to cover this repair.

Please let me know if you have any questions or if we still need to meet.

Best regards,

Mark

[Quoted text hidden]

**File Attachments for Item:**

. 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 -**  
*of the*  
**Mayor and City Council of Cumberland**  
**MARYLAND**

ORDER NO. 27,421

DATE: March 19, 2024

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

THAT, the bid of Insituform Technologies, LLC, 580 Goddard Avenue, Chesterfield, MO 63005, for the Sanitary Sewer CIPP Repair Project (City Project No. 2023-24-SANS) be and is hereby accepted in the lump sum cost not to exceed Five Hundred Twenty One Thousand Seventy Five Dollars and No Centa (\$521,075.00); and

**BE IT FURTHER ORDERED,** that all other bids received for this project be and are hereby rejected.

---

**Raymond M. Morriss, Mayor**

Bids Received:

<b>Company</b>	<b>Unit Price Cost</b>
<b>Insituform Technologies</b>	<b>\$521,075.00</b>
SAK Construction LLC	\$745,150.00
Mr.. Rehab LLC	\$529,665.00
AM-Liner East, Inc.	\$1,039,474.60
Guyer Brothers, Inc.	\$771,785.00

Budget: 003.399.SS5.63000

# Council Agenda Summary

Meeting Date: 3/19/2024

Key Staff Contact: Robert Smith, P.E.

## *Item Title:*

Award Sanitary Sewer CIPP Repair, City Project 2023-24-SANS

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

Award Sanitary Sewer CIPP Repair, City Project 2023-24-SANS, to the lowest responsive bidder, Insituform Technologies, LLC, in the lump sum of \$521,075.00. This project will be reduced in scope during FY24 to perform only Beechwood Drive and Williams Street. The intention is to award the remainder of the project during FY25.

This project will include the installation of a Cured-In-Place Pipe (CIPP) repair in sanitary sewer lines in the following quantities: 970 LF of 10" pipe along Beechwood Dr, 300 LF of 24" pipe along Williams Street, and 2,195 LF of pipe along Mechanic Street, 540 LF of which is 18" pipe and 1,655 LF is 21" pipe.

This project was advertised for bid on 2/1/24. Bids closed on 2/28/24, with five qualified bids being received. The low bidder was Insituform Technologies, LLC, with an acceptable bid of \$521,075.00. The other acceptable bids ranged from \$529,665.00 to \$1,039,474.60.

*Amount of Award:* \$521,075.00

*Budget number:* 003.399.SS5 63000

*Grant, bond, etc. reference:* City Funds

PROJECT INFORMATION	
Project Title:	Sanitary Sewer CIPP Repair
City Project:	2023-24-SANS
Contract Length:	120 Calendar Days
BID OPENING	
Date & Time:	2/28/2024 2:30 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

CERTIFIED BID TABULATION									
BIDDER		BIDDER		BIDDER		BIDDER		BIDDER	
SAK Construction LLC		Mr. Rehab LLC		AM-Liner East, Inc.		Guyer Brothers, Inc.		Insituform Technologies, LLC	
864 Hoff Road O'Fallon, MO 63366		Three Long Lane Mechanicsburg, PA 17050		601 Jack Enders Blvd Berryville, VA 26711		1481 Salemville Road New Enterprise, PA 16664		580 Goddard Ave Chesterfield, Missouri 63005	

SAK Construction LLC		Mr. Rehab LLC		AM-Liner East, Inc.		Guyer Brothers, Inc.		Insituform Technologies, LLC	
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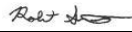
BID ITEMS													
ITEM NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1000	Mobilization - Williams St	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,750.00	\$ 5,750.00	\$ 30,300.00	\$ 30,300.00	\$ 1,125.00	\$ 1,125.00
1001	Mobilization - Mechanic St	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 8,000.00	\$ 8,000.00	\$ 58,750.00	\$ 58,750.00	\$ 203,000.00	\$ 203,000.00	\$ 1,125.00	\$ 1,125.00
1002	Mobilization - Beechwood Dr	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 17,250.00	\$ 17,250.00	\$ 24,000.00	\$ 24,000.00	\$ 1,125.00	\$ 1,125.00
1003	10" Sewer CIPP Repair	LF	970	\$ 76.00	\$ 73,720.00	\$ 61.00	\$ 59,170.00	\$ 91.00	\$ 88,270.00	\$ 74.00	\$ 71,780.00	\$ 78.00	\$ 75,660.00
1004	24" Sewer CIPP Repair	LF	300	\$ 270.00	\$ 81,000.00	\$ 184.00	\$ 55,200.00	\$ 365.40	\$ 109,620.00	\$ 179.00	\$ 53,700.00	\$ 210.00	\$ 63,000.00
1005	18" Sewer CIPP Repair	LF	540	\$ 140.00	\$ 75,600.00	\$ 120.00	\$ 64,800.00	\$ 324.80	\$ 175,392.00	\$ 133.00	\$ 71,820.00	\$ 128.00	\$ 69,120.00
1006	21" Sewer CIPP Repair	LF	1655	\$ 178.00	\$ 294,590.00	\$ 177.00	\$ 292,935.00	\$ 303.80	\$ 502,789.00	\$ 150.00	\$ 248,250.00	\$ 157.00	\$ 259,835.00
1007	Cutting Protruding Tap In Sewer	EA	50	\$ 500.00	\$ 25,000.00	\$ 250.00	\$ 12,500.00	\$ 550.00	\$ 27,500.00	\$ 550.00	\$ 27,500.00	\$ 280.00	\$ 14,000.00
ADD ALT #1													
1008	Mobilization - Beechwood Dr	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,000.00	\$ 9,000.00	\$ 4,175.00	\$ 4,175.00	\$ 1,125.00	\$ 1,125.00
1009	10" Sewer CIPP Repair	LF	460	\$ 44.00	\$ 20,240.00	\$ 61.00	\$ 28,060.00	\$ 98.16	\$ 45,153.60	\$ 81.00	\$ 37,260.00	\$ 76.00	\$ 34,960.00

**Note:** Item 1007 - Cutting Protruding Tap in Sewer is considered a "buffer" due to not knowing the specifics of how many taps will be affected by the repair work.

BASE BID:  
ADD ALT #1:  
TOTAL BID:

SAK Construction LLC		Mr. Rehab LLC		AM-Liner East, Inc.		Guyer Brothers, Inc.		Insituform Technologies, LLC	
Proposal	✓	Proposal	✓	Proposal	✓	Proposal	✓	Proposal	✓
Bid Bond	✓	Bid Bond	✓	Bid Bond	✓	Bid Bond	✓	Bid Bond	✓
AoQtB	✓	AoQtB	✓	AoQtB	✓	AoQtB	✓	AoQtB	✓
LPC	N/A	LPC	N/A	LPC	N/A	LPC	N/A	LPC	N/A
ARVF	✓	ARVF	✓	ARVF	✓	ARVF	✓	ARVF	✓
\$ 719,910.00		\$ 498,605.00		\$ 985,321.00		\$ 730,350.00		\$ 484,990.00	
\$ 25,240.00		\$ 31,060.00		\$ 54,153.60		\$ 41,435.00		\$ 36,085.00	
\$ 745,150.00		\$ 529,665.00		\$ 1,039,474.60		\$ 771,785.00		\$ 521,075.00	

I HEREBY CERTIFY THE ABOVE IS A TRUE AND CORRECT SUMMARY OF THE PROPOSALS RECEIVED:



Robert Smith, PE

Director of Engineering & Utilities



**File Attachments for Item:**

. 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

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

**ORDER NO. 27,422**

**DATE: March 19, 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 to the original contract with Casey Smith, LLC, dba ServicePro, 15707 Saint Patrick’s Church Road, NW, Mount Savage, MD, 21545 for City Project “Non-residential Grass Mowing” (2022-15-M) to add/remove properties recently acquired or sold by the City of Cumberland at various locations within City limits for the increased not-to-exceed amount of Eighteen Thousand Five Hundred Dollars and No Cents (\$18,500.00), bringing the new contract value to Sixty One Thousand Dollars and No Cents (\$61,000.00).

---

**Raymond M. Morriss, Mayor**

<i>Casey Smith LLC dba ServicePro</i>	<b>Contract Price</b>
Original Contract Price	\$ 41,000.00
Change Order No. 1	\$ 1,500.00
Change Order No. 2	\$ 18,500.00
New Contract Price	\$ 61,000.00

Budget No. 001.078.20100

# Council Agenda Summary

Meeting Date: 3/19/2024

Key Staff Contact: Derrik Grimm

***Item Title:***

Change Order No 2 to Non-Residential Mowing Contract

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

This change order is to add/remove properties recently acquired/sold by the City at various locations within City Limits. These will be added to the contract to allow mowing through the end of the FY. This will increase the current contract by \$18,500.00. The new contract value will be \$61,000.00. Original contract was approved with M&CC Order No. 27,043.

***Amount of Award:*** \$18,500.00

***Budget number:*** 001.078.20100

***Grant, bond, etc. reference:*** City Funds

# City of Cumberland

**Change Order Number: 2**

**Project:** Non-Residential Grass Mowing Contract  
**City Project No.:** 2022-15-M  
**Purchase Order No.:** 2023-197  
**Contractor:** Service Pro  
**Vendor No.:** 239

The Change Order modifies (adds or deletes work) the contract as follows:

Add / Delete	Unit	Est # of Cuttings	Cost Per Cutting	Description	Delete	Add
<b>Mowing of City Owned Property Throughout the City of Cumberland</b>						
Add	1	20	\$ 80.00	Centre Street Playground		\$1,600.00
Add	1	20	\$ 120.00	Fairmont Playground		\$2,400.00
Add	1	20	\$ 85.00	Furnace Park		\$1,700.00
Add	1	20	\$ 100.00	Lucy's Park		\$2,000.00
Add	1	20	\$ 85.00	Pine Avenue Playground		\$1,700.00
Add	1	20	\$ 125.00	Smith Park		\$2,500.00
Add	1	20	\$ 120.00	Sperry Terrace		\$2,400.00
Add	1	20	\$ 30.00	Sundial Parklet		\$600.00
Add	1	20	\$ 70.00	Veterans Park		\$1,400.00
Add	1	20	\$ 110.00	George Washington HQ		\$2,200.00
				<b>TOTALS</b>	\$0.00	\$18,500.00

The Original Contract Sum was:

The Original Contract Sum was:	\$41,000.00
Previous Change Orders:	\$1,500.00
Contract Sum as a result of Previous Change Orders:	\$42,500.00
The Contract Sum increased/decreased by this Change Order:	\$18,500.00
The New Contract Sum as a result of this Change Order is:	<b>\$61,000.00</b>

Contract Time Change: No time added

**Recommended by:** \_\_\_\_\_ Date  
*Contracts Admin Officer*

**Contractor:** Service Pro  
 \_\_\_\_\_  
Date

**Accepted by:** \_\_\_\_\_ Date  
*Director of Engineering*

**Approved By:** \_\_\_\_\_ Date  
*City Administrator*

**Mayor and City Council Order Number Authorizing this Change Order:** \_\_\_\_\_



Derrick Grimm &lt;derrick.grimm@cumberlandmd.gov&gt;

---

**Estimate #2679 to review | ServicePro**

---

**Devin Burke** <devin.burke@cumberlandmd.gov>  
To: Derrick Grimm <derrick.grimm@cumberlandmd.gov>

Thu, Mar 14, 2024 at 10:16 AM

Here is approval from Jeff and Ken for mowing addition.

**Devin Burke**  
**Superintendent of Streets and Public Properties**  
City of Cumberland, MD  
P | 301-759-6622  
C | 240-609-6793  
E | [Devin.burke@cumberlandmd.gov](mailto:Devin.burke@cumberlandmd.gov)

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

From: **Ken Tressler** <[ken.tressler@cumberlandmd.gov](mailto:ken.tressler@cumberlandmd.gov)>  
Date: Tue, Mar 5, 2024 at 9:06 PM  
Subject: Fwd: Estimate #2679 to review | ServicePro  
To: Brooke Cassell <[brooke.cassell@cumberlandmd.gov](mailto:brooke.cassell@cumberlandmd.gov)>, Devin Burke <[devin.burke@cumberlandmd.gov](mailto:devin.burke@cumberlandmd.gov)>

Ken Tressler, CPA  
Director of Administrative Services  
[57 N. Liberty Street](#)  
[Cumberland, MD 21502](#)  
Office (301) 759-6406  
Cell (304) 813-6470

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

From: **Jeff Silka** <[jeff.silka@cumberlandmd.gov](mailto:jeff.silka@cumberlandmd.gov)>  
Date: Tue, Mar 5, 2024 at 10:15 AM  
Subject: Re: Estimate #2679 to review | ServicePro  
To: Ken Tressler <[ken.tressler@cumberlandmd.gov](mailto:ken.tressler@cumberlandmd.gov)>

Ken,

I agree that we should contract out what we can. Brooke did an analysis last year when some PW folks got in Rock's ear about how we could mow cheaper and showed that we don't even have the equipment.

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

On Tue, Mar 5, 2024 at 9:49 AM Ken Tressler <[ken.tressler@cumberlandmd.gov](mailto:ken.tressler@cumberlandmd.gov)> wrote:

Hello Jeff,

Devin is developing a comprehensive maintenance schedule and is working on tracking staff accomplishments. During the budget review process he requested additional full-time staff. I suggested that he hire another seasonal worker if

needed and consider adding to our contracted mowing for parklet maintenance. Service Pro provided the attached quote. I think we should proceed - this allows Streets/parks to concentrate on the bigger jobs and avoids the need to haul th equipment around for these small jobs - some would take more time to transport/unload and load than to do the mowing. The prices are per mow.

We are also looking for a park restroom cleaning contractor.

What do you think?

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

From: **Brooke Cassell** <[brooke.cassell@cumberlandmd.gov](mailto:brooke.cassell@cumberlandmd.gov)>  
Date: Tue, Mar 5, 2024 at 7:59 AM  
Subject: Fwd: Estimate #2679 to review | ServicePro  
To: Ken Tressler <[ken.tressler@cumberlandmd.gov](mailto:ken.tressler@cumberlandmd.gov)>

Please see the attached estimate from Service Pro to add the parklet mowing that Devin had discussed last week. We can talk about this today.

**Brooke Cassell**  
**Public Works Director**  
**City of Cumberland, MD**  
**phone (301)759-6624**  
**fax (301)759-6632**  
**cell (240)580-0755**  
**email [brooke.cassell@cumberlandmd.gov](mailto:brooke.cassell@cumberlandmd.gov)**

[Quoted text hidden]

Sent from my iPad

--  
Ken Tressler, CPA  
Director of Administrative Services  
[57 N. Liberty Street](#)  
[Cumberland, MD 21502](#)  
[Office \(301\) 759-6406](#)  
[Cell \(304\) 813-6470](#)

**File Attachments for Item:**

. 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

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

ORDER NO. 27,423

DATE: March 19, 2024

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

**THAT,** the bid from American Hardwood Industries, LLC, 567 N. Charlotte Avenue, Waynesboro, VA, 22980 for the “2024 ECWC Watershed Timber Sale” (City Project 2024-05-M) is hereby accepted in the lump sum amount of One Hundred Fifty One Thousand Four Hundred Sixty Four Dollars and Fifty One Cents (\$151,464.51); and

**BE IT FURTHER ORDERED,** that all other bids for this project be and are hereby rejected.

---

**Raymond M. Morriss, Mayor**

<b>ECWC 2021 Timber Watershed Sale</b>	<b>Amount</b>
American Hardwood Industries, LLC	\$151,464.51
Eby Sawmill	\$136,942.89



# Council Agenda Summary

Meeting Date: 3/19/2024

Key Staff Contact: Brooke Cassell

***Item Title:***

Award 2024 ECWC Watershed Timber Sale

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

Award 2024 ECWC Watershed Timber Sale to the highest responsive bidder, American Hardwood Industries, LLC, in the lump sum of \$151,464.51. Two bids were received in total. The project includes the sale of approximately 205,505 Board Feet (1/4" International Form Class 78 Tree Scale) of timber at the Evitts Creek Watershed.

***Amount of Award:*** \$151,464.51

***Budget number:*** N/A

***Grant, bond, etc. reference:*** N/A

# CITY OF CUMBERLAND MARYLAND

PROJECT INFORMATION	
Project Title:	2024 ECWC Watershed Timber Sale
City Project:	2024-05-M
Contract Length:	730 Calendar Days
BID OPENING	
Date & Time:	March 13, 2024 @ 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION	
BIDDER	BIDDER
Eby Sawmill	American Hardwood Industries LLC
2319 Beans Cove Rd Clearville, PA 15535	567 N. Charlotte Ave. Waynesboro, VA 22980

BIDS AND ALTERNATES							
BID NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Saw Timber -205,505 Bd. Ft - International 1/4" Form Class 78 Tree Scale	LS	1	\$ 136,942.89	\$ 136,942.89	\$ 151,464.51	\$ 151,464.51

Note:

Eby Sawmill				American Hardwood Industries LLC			
Bid	✓	Bid	✓	AoQtB	✓	ARVF	✓
Water Quality	✓	Water Quality	✓				
MAXIMUM BID		\$ 136,942.89	MAXIMUM BID		\$ 151,464.51		

I HEREBY CERTIFY THE ABOVE IS A TRUE AND CORRECT SUMMARY OF THE PROPOSALS RECEIVED:



Brooke Cassell  
Director of Public Works

**File Attachments for Item:**

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

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

ORDER NO. 27,424

DATE: March 19, 2024

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

THAT, the following be and are appointed to the Evitts Creek Steering Committee:

<b>Proposed Member Slate</b>	<b>Proposed Alternate Slate</b>
Mayor Ray Morriss	<b>Bobby Smith (City Engineer)*</b>
<b>Councilperson Rock Cioni*</b>	<b>Brooke Cassell (Director of Public Works)*</b>
City Appointee I - <b>Zach Sloane*</b> <b>(Deputy Director Utilities/ WFP Superintendent)</b>	<b>Jason Phillips*</b> <b>(WFP Coordinator)</b>
City Appointee II – Steve Resh – Allegany College Retired	Marie Parrin-Miller – Allegany College
Adam Heavner – Allegany Co. SCD	Vacant
Guy Winterberg – Sportsman Member	<b>Chris Darber* - Sportsman</b>

**\*These are the new appointees to the Committee.**

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**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: 3/19/2024

Key Staff Contact: Raquel Ketterman, Engineering Division

**Item Title:**

Evitts Creek Steering Committee Membership Appointments

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

To appoint new membership to the Maryland members and alternates to the Evitts Creek Steering Committee. The Slate of existing, new, and removed members are listed in the table below. Strike-out text indicate removed names from each member seat. Highlighted/bold text indicates recommended names for three member seats.

Proposed Member Slate	Proposed Alternate Slate
Mayor Ray Morriss	Bobby Smith (City Engineer)
Councilperson Rock Cioni	<del>Zach Sloane (WFP Superintendent)</del> <b>Brooke Cassell (Director of Public Works)</b>
City Appointee I - <del>Zach Sloane</del> <b>(Deputy Director Utilities/ WFP Superintendent)</b>	<b>Jason Phillips (WFP Coordinator)</b>
City Appointee II – Steve Resh – Allegany College Retired	Marie Parrin-Miller – Allegany College
Adam Heavner – Allegany Co. SCD	Vacant
Guy Winterberg – Sportsman Member	<del>Harold Hipsley – Sportsman (Retired City PW)</del> <b>Chris Darber - Sportsman</b>

**Amount of Award:** N/A

**Budget number:** N/A

**Grant, bond, etc. reference:** N/A

**File Attachments for Item:**

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

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

ORDER NO. 27,411

DATE: March 5, 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 will be offered for sale to the general public;

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

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

- |                      |                      |
|----------------------|----------------------|
| 1. 463 Goethe Street | Tax ID No. 23-010119 |
| 2. 469 Goethe Street | Tax ID No. 23-011948 |
| 3. 111 South Street  | Tax ID No. 04-023102 |

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**

Real Property Data Search ( )  
Search Result for ALLEGANY COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

**Special Tax Recapture:** None

**Account Identifier:** District - 22 Account Number - 008285

**Owner Information**

**Owner Name:** CUMBERLAND MAYOR AND CITY COUNCIL  
**Mailing Address:** 57 N LIBERTY STREET  
CUMBERLAND MD 21502-  
**Use:** EXEMPT  
**Principal Residence:** NO  
**Deed Reference:** /02945/ 00401

**Location & Structure Information**

**Premises Address:** CENTRAL AVE  
CUMBERLAND 21502-0000  
**Legal Description:** PT LOT CENTRAL AVE  
23X122  
120

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0105	0010	0724	6050001.01	0000				2024	Plat Ref:

**Town:** CUMBERLAND

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
			2,783 SF	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
			/				

**Value Information**

	Base Value	Value	Phase-in Assessments	
		As of	As of	As of
		01/01/2024	07/01/2023	07/01/2024
<b>Land:</b>	2,700	2,700		
<b>Improvements</b>	0	0		
<b>Total:</b>	2,700	2,700	2,700	2,700
<b>Preferential Land:</b>	0	0		

**Transfer Information**

<b>Seller:</b> JOHNSON JOHN ROBERT ET UX <b>Type:</b> NON-ARMS LENGTH OTHER	<b>Date:</b> 02/15/2024 <b>Deed1:</b> /02945/ 00401	<b>Price:</b> \$0 <b>Deed2:</b>
<b>Seller:</b> <b>Type:</b>	<b>Date:</b> <b>Deed1:</b> /00301/ 00158	<b>Price:</b> \$0 <b>Deed2:</b>
<b>Seller:</b> <b>Type:</b>	<b>Date:</b> <b>Deed1:</b>	<b>Price:</b> <b>Deed2:</b>

**Exemption Information**

Partial Exempt Assessments:	Class	07/01/2023	07/01/2024
<b>County:</b>	670	0.00	2,700.00
<b>State:</b>	670	0.00	2,700.00
<b>Municipal:</b>	670	0.00 2,700.00	0.00 2,700.00

**Special Tax Recapture:** None

**Homestead Application Information**

**Homestead Application Status:** No Application

**Homeowners' Tax Credit Application Information**

**Homeowners' Tax Credit Application Status:** No Application  
**Date:**



**File Attachments for Item:**

. 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 -**  
*of the*  
**Mayor and City Council of Cumberland**  
**MARYLAND**

ORDER NO. 27,426

DATE: March 19, 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 Kevin Kniseley, Personal Representative of the Estate of Robinhood Constitution AKA Mark Anthony Shryock (“Sellers”) for the Seller’s donation of the parcels of real property and the improvements thereon, if any, to the City:

- (i) Youngs Terrace, Block 21, Lots. 63-65  
Tax ID No. 06-003400  
Land Records Deed Liber 671, folio 81 (Parcel One)
  
- (ii) 454-456 Goethe Street  
Tax ID No. 23-008408  
Land Records Book 2207, Page 146 (Parcel No. One)
  
- (iii) Sperry Terrace, Lots 5-6-7, Blk 28  
Tax ID No. 06-004636  
Land Records Deed Liber 680, folio 487 (Parcel Two)

**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 **Kevin Kniseley, Personal Representative of the Estate of Robinhood Constitution AKA Mark Anthony Shryock** (“Donor”) and **Mayor and City Council of Cumberland** (the “City”), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the “Effective Date”.

### RECITALS

**WHEREAS**, Donor owns the three (3) parcels of real property together with the improvements thereon, if any, located in Cumberland, Allegany County, Maryland which are described as follows and hereinafter collectively referred to as the “Properties”:

- (i) Youngs Terrace, Block 21, Lots. 63-65  
Tax ID No. 06-003400  
Land Records Deed Liber 671, folio 82 (Parcel One)
- (ii) 454-456 Goethe Street  
Tax ID No. 23-008408  
Land Records Book 2207, Page 146 (Parcel No. One)
- (iii) Sperry Terrace, Lots 5-6-7, Blk 28  
Tax ID No. 06-004636  
Land Records Deed Liber 680, folio 487 (Parcel Two)

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

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

### WITNESSETH:

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

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

**2. Donation.** Subject to the terms and conditions of this Agreement, Donor agrees to donate the Properties 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 (or the delivery of the deed shall be effected) no later than sixty (60) days from the Effective Date unless said time frame is extended by written agreement of the parties. The City Solicitor and City Administrator are empowered by the City to execute agreements to extend this sixty (60) day period.

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

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

**4.1. Title.** Title to the Properties 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 Properties are located, publicly recorded easements for public utilities, and any other easements which may be observed by an inspection of the Properties.

**5. Appraisal.** Donor has the right to have the Properties appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Properties to the City. The appraisal(s) shall be performed prior to closing or the date of the City's acceptance of the deed for the Properties. Upon delivery of the deed for the Properties and the City's acceptance of the same, Donor shall provide the City with the appropriate tax documents relative to their eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgment required under 21 U.S.C. § 170(f)(8)<sup>1</sup>. Upon the City's acceptance of the deed and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Properties in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, Donor shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well

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

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

as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to Donor with respect to such matters.

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

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

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

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

12. **Breach of Agreement and Default.** The City and Donor are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, Donor may pursue any legal or equitable rights which may be available to her. If Donor fails to make full settlement or is in default due to his/her/its/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 address stated below.

To Donor:

Dennis Kniseley  
Personal Representative of the Estate of Robinhood Constitution  
15812 Brice Hollow Road  
Cumberland, MD 21502

To the City:

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

with a copy to:

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

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

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

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

19. **Waiver of Jury Trial.** 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 INDIVIDUAL(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

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

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

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

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

24. **Signing by Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign electronically transmitted copies or counterparts of this





THIS DEED, made this 13 day of March, 2024 by and between Kevin Kniseley, Personal Representative of the Estate of Robinhood Constitution AKA Mark Shryock and Mark A. Shryock (the "Grantor"), of Allegany County, Maryland, and Mayor and City Council of Cumberland (the "City"), a Maryland municipal corporation.

WHEREAS, Robinhood Constitution AKA Mark Shryock and Mark A. Shryock departed this life intestate on or about August 15, 2021;

WHEREAS, in Estate No. 38272 in the Office of the Register of Wills of Allegany County, Maryland, Kevin Kniseley was appointed Personal Representative on August 17, 2021, and was authorized to sell or dispose of any real estate owned by the decedent; and

WHEREAS, it is the intention and desire of the said Kevin Kniseley, Personal Representative of the Estate of Robinhood Constitution AKA Mark Shryock and Mark A. Shryock, to convey the hereinafter described real estate to the City in accordance with the laws of the State of Maryland.

**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 Grantor does hereby grant, bargain and sell, release, confirm and convey unto the City, its successors and assigns, the following described properties, to wit:

**PARCEL ONE – Young’s Terrace,  
Lots. 63-65, Cumberland, MD 21502**

ALL those lots and parcels of land in Election District No. 6 in Allegany County Maryland, described as follows:

Lots Nos. 63, 64 and 65, Block No. 21, Young’s Terrace, Ridgedale Addition.

IT BEING the same property described as Parcel One in the deed from Jerry L. Frantz, Collector of Taxes for the State of Maryland, and the County of Allegany, to Mark A. Shryock, dated April 30, 1999 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 671, folio 82.

**PARCEL TWO – 454-456 Goethe Street, Cumberland, MD 21502**

**ALL** that lot, piece or parcel of ground situate, lying and being on the northwesterly side of Goethe Street in the City of Cumberland, Allegany County, Maryland, comprising the whole of Lot No. 14 and parts of Lots Nos. 13 and 15 in Henderson and Pearre's Addition to the City of Cumberland, a plat of which said addition is recorded in Plat Box 1, page 77, Allegany County Land Records, and more particularly described in one parcel as follows, to-wit:

**BEGINNING** for the same parcel at the end of 8 feet on the first line of Lot No. 13 of said Addition, the said point being also North 29 degrees 35 minutes East 136 feet from the northeasterly corner of the brick house, known as the Darnell House; and running thence with the said Goethe Street, North 29 degrees 35 minutes East 50 feet to a point 8 feet on the first line of Lot No. 15 of said addition; and thence running at right angles to said street, North 60 degrees 25 minutes West 100 feet; thence South 29 degrees 35 minutes West 50 feet to the end of 17 feet on the third line of Lot No. 13, in said Addition; thence running across said Lot No.13 South 60 degrees 25 minutes East 100 feet to the place of **BEGINNING**.

**IT BEING** the same property described as Parcel No. 1 in the deed from Jason Bennett to Mark A. Shryock, dated April 30, 1999 and recorded among the Land Records of Allegany County, Maryland in Book 2207, Page 146. The said property is more fully described in the deed from Karl Gargulinski to Saleem Uddin, dated July 27, 2007 and recorded among the said Land Records in Book 1412, Page 567.

**PARCEL THREE - Lots 5-6-7, Blk 28**  
**Sperry Terrace, Cumberland, MD 21502**

**ALL** those lots and parcels of land in Election District No. 6 in Allegany County, Maryland, described as follows:

Lots Nos. 5, 6 and 7, Block No. 28 Sperry Terrace.

**IT BEING** the same property described as Parcel Two in the deed from Jerry L. Frantz, Collector of Taxes for the State of Maryland, and the County of Allegany, to Mark A. Shryock, dated March 28, 2000 and recorded among the Land Records of Allegany County, Maryland in Deed Liber 680, folio 487.

**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.

**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.

**WITNESS** the hand and seal of the Grantor the day and year first above written.

**WITNESS:**

Chelsea L. Rexrode  
the

[Signature] (SEAL)  
Kevin Kniseley, Personal Representative of  
Estate of Robinhood Constitution AKA Mark Shryock and Mark Shryock

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

I HEREBY CERTIFY, that on this 13 day of MARCH, 2024, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Kevin Kniseley, Personal Representative of the Estate of Robinhood Constitution AKA Mark Shryock and Mark A. Shryock**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that, being authorized to do so, he executed the same for the purposes therein contained; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00 and that the total payment made to the grantor was \$0.00.

WITNESS my hand and Notarial Seal.

Chelsea L. Rexrode  
NOTARY PUBLIC

My Commission Expires: Sept 15, 2027

Chelsea L. Rexrode  
Notary Public  
Allegany County  
Maryland  
My Commission Expires September 15, 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 27,427 - accepting the sole source purchase of traffic control equipment from Econolite in an amount not to exceed \$25,524.68

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

ORDER NO. 27,427

DATE: March 19, 2024

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

**THAT**, the Sole Source proposal from Econolite, 502 McCormick Drive, Suite H, Glen Burnie, MD 21061, to for the purchase of traffic control equipment in the not to exceed amount of Twenty Five Thousand Five Hundred Twenty Four Dollars and Sixty Eight Cents (\$25,524.68), be and is hereby approved; and

**BE IT FURTHER ORDERED THAT**, this purchase is in accordance with City Code Section 2-171(d)(i), which pertains to the purchase of equipment or services where there is a need for standardization or interchangeability of parts for the City's machine or equipment, as this has been the standard equipment used in the City and State.

---

**Raymond M. Morriss, Mayor**

Budget:  
115.GP6.63000

# Council Agenda Summary

Meeting Date: March 19, 2024

Key Staff Contact: Brooke Cassell

***Item Title:***

Order accepting the sole source purchase of Traffic Control Equipment from Econolite, 502 McCormick Drive, Suite H, Glen Burnie, MD 21061, for an amount not to exceed \$25,524.68.

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

Requesting an order to accept the sole source purchase of Traffic Control Equipment from Econolite, 502 McCormick Drive, Suite H, Glen Burnie, MD 21061, for an amount not to exceed \$25,524.68. The Sole Source Purchase would be in accordance with the purchasing guidelines section (d) Sole source purchases, (i) there is a need for standardization or interchangeability of parts for the City's machinery or equipment, (3) Sole source purchases costing more than \$25,000. Econolite has been the standard equipment used in the City and State for over 20 years.

***Amount of Award:***

\$25,524.68

***Budget number:***

115.GP6 63000

***Grant, bond, etc. reference:***

N/A





## Quotation

3/12/2024

To:	Greg Snyder Cumberland, MD; City of 215 Bowen St. 2nd floor Cumberland 21502 *Ship To Address to be verified URO	Quote Name: Cumberland - Cabinet Project Reference: Econolite Reference: Q-08109-L5F9
-----	---	---

Item #	Part	Qty	Description	Tariff	Price per	Extended
1	CAB18346	1	TS2-2 PNG M49 BM 8 POS CAB CITY OF CUMBERLAND, MD IN/OUT - BARE	\$38.68	\$13,250.00	\$13,250.00
3	1133-141	2	MMU2-16LEip-E W/ETHERNET PORT BLUE ECPI FACEPLATE	\$9.60	\$1,778.00	\$3,556.00
4	0767104805	2	FLASH TRANSFER RELAY COIL VOLTAGE LED STRUTHERS-DUNN	\$0.00	\$37.00	\$74.00
5	31095G20	12	LOAD SWITCH W/INPUT IND, SSR MODEL 200, PDC SSS-86-3	\$0.00	\$33.00	\$396.00
6	53049P4	4	ANCHOR BOLT, 18 X 3/4 X 2.5 GALVANIZED STEEL INCL 2 HEX NUTS, 2 WASHERS	\$0.00	\$13.70	\$54.80
2	COBC2210000 0000000	2	COBALT C-SERIES SM EOS TS1/TS2-2 8MB DATAKEY NO COMM	\$0.00	\$3,843.00	\$7,686.00

Subtotal	\$25,016.80
Shipping & Handling*	\$450.00
Taxes**	\$0.00
Tariffs**	\$19.20
<b>TOTAL</b>	<b>\$25,524.68</b>

Unless specifically requested or noted on this quotation, the product(s) quoted herein may or may not comply with any Buy America requirements.

Cabinet designs are considered final at time of order. Changes requested after date of order may result in additional fees and extended shipping lead times.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination, or other

502 McCormick Drive, Suite H Glen Burnie, MD 21061

[econolite.com/feedback](http://econolite.com/feedback)



## Quotation

use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited except as required by law.

Quote Valid For Days: 60

FOB: Econolite Factory

Terms: NET30

\*Ship Terms: PPD&ADD

\*\*Taxes and Tariffs Estimated (if included)

Humberto Pompa

Humberto Pompa, District Sales Manager

Mobile: 240-381-3935

hpompa@econolite.com

Shipping Date: 12 weeks ARO, approved credit terms and submittal approval when applicable



Brooke Cassell &lt;brooke.cassell@cumberlandmd.gov&gt;

## Sole Source Request

3 messages

**Brooke Cassell** <brooke.cassell@cumberlandmd.gov>

Thu, Mar 14, 2024 at 12:45 PM

To: Jeff Silka &lt;jeff.silka@cumberlandmd.gov&gt;

Cc: Mark Gandolfi &lt;mark.gandolfi@cumberlandmd.gov&gt;, Ken Tressler &lt;ken.tressler@cumberlandmd.gov&gt;, Greg Snyder &lt;greg.snyder@cumberlandmd.gov&gt;

Jeff,

Funding is available for a Capital Improvement Project to Improve Intersection Traffic Lights. I would like to request a Sole Source Approval for the equipment to be purchased from Econolite. The attached invoice shows the equipment required to improve the traffic signal at the intersection of Queen City Drive and Harrison Street.

The Sole Source Purchase would be in accordance with the purchasing guidelines section (d) Sole source purchases, (i) there is a need for standardization or interchangeability of parts for the City's machinery or equipment, (3) Sole source purchases costing more than \$25,000. Econolite has been the standard equipment used in the City and State for over 20 years.

If approved, I will move forward with a request to the M&CC.

Thank you,  
Brooke

**Brooke Cassell**  
**Public Works Director**  
**City of Cumberland, MD**  
**phone (301)759-6624**  
**fax (301)759-6632**  
**cell (240)580-0755**  
**email brooke.cassell@cumberlandmd.gov**

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

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

Date: Thu, Mar 14, 2024 at 12:00 PM

Subject: Re: CIP - Intersection Light Improvements

To: Brooke Cassell &lt;brooke.cassell@cumberlandmd.gov&gt;

Cc: Ken Tressler &lt;ken.tressler@cumberlandmd.gov&gt;, Greg Snyder &lt;greg.snyder@cumberlandmd.gov&gt;

Hi Brooke,

\$50,000 of funding is available under charge code 115.GP6 63000.

**G/L Account Inquiry - 115.GP6 63000 - Improvements Not Bldgs**

Fiscal Year: 2024  
 J/L Account:   
 Save Search:   
 Search:   
 Reset:

Summary | Budget Overview | Year-to-Date | Budget History | Detail

Annual Totals: YTD | Reclass Journal Type | Prev Year: Include

Classification: Capital Expenses | Fiscal Year: 2024

	Amended Budget \$50,000.00	Encumbrances \$0.00	Expenses \$0.00	YTD Balance \$50,000.00	Percent Used 0%	
<b>Month</b>	<b>Budget</b>	<b>Amendments</b>	<b>Encumbrances</b>	<b>Expenses</b>	<b>Current YTD Balance</b>	<b>Percent Used</b>
July	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
August	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
September	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
October	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
November	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
December	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
January	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
February	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
March	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
April	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
May	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
June	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>Total</b>	<b>\$50,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$50,000.00</b>	<b>0%</b>
Unposted Transactions:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>Grand Total</b>	<b>\$50,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$50,000.00</b>	<b>0%</b>

GP1 - Transit/Maintenance  
 GP11 - Constitution Pl. Gen Infrastructure  
 GP12 - Airport/Aviation & Hwy I&Z Upgrades  
 GP13 - Genial Park Plaza Area Upgrades  
 GP14 - Decatur St Area Street Light Repr  
 GP15 - BMX Trail - Constitution Park  
 GP16 - State Park - Mason Red Complex  
 GP2 - C&D 600 Block MD Ave  
 GP3 - C&D Marbles  
 GP4 - P&D Long Field Improvements  
 GP5 - MARTO Frederick St  
 GP6 - Intersection Light Improvements  
 20100 Contractual Service  
**63000 Improvements Not Bldgs**  
 101 00 Cash  
 101 00R Cash - Restricted  
 103 00 First United Value Money Market  
 103 00R Value Money Market - Restricted  
 103 04 Investments MLGIP #514931  
 103 04CP MLGIP Investment Account

Best Regards,

Mark

On Thu, Mar 14, 2024 at 10:10 AM Brooke Cassell <brooke.cassell@cumberlandmd.gov> wrote:

Mark,


Please see the attached quote from Econolite, which includes the items to improve the traffic lights at the intersection of Queen City Drive and Harrison St.

Is funding available for this work? If so, I will ask Mr. Silka for Sole Source approval due to the need for standardization and interchangeability of the existing traffic lights prior to requesting M&CC approval.

Could you provide a charge code for the work to be included in this intersection?

Thank you,  
 Brooke

**Brooke Cassell**  
**Public Works Director**  
**City of Cumberland, MD**  
**phone (301)759-6624**  
**fax (301)759-6632**  
**cell (240)580-0755**  
**email brooke.cassell@cumberlandmd.gov**

 **ECPI Quote 3-12-2024 6-36-41 PM (1) (2).pdf**  
 166K

**Jeff Silka** <jeff.silka@cumberlandmd.gov> Thu, Mar 14, 2024 at 1:03 PM  
 To: Brooke Cassell <brooke.cassell@cumberlandmd.gov>  
 Cc: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Greg Snyder <greg.snyder@cumberlandmd.gov>

Yes, I approve.

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

[Quoted text hidden]

---

**Brooke Cassell** <brooke.cassell@cumberlandmd.gov>

Thu, Mar 14, 2024 at 1:08 PM

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

Cc: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>, Greg Snyder <greg.snyder@cumberlandmd.gov>

Thank you!

[Quoted text hidden]

[Quoted text hidden]

**File Attachments for Item:**

. 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 -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,428

DATE: March 19, 2024

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

**THAT**, the Mayor and City Council of Cumberland authorize a contribution in the amount not to exceed One Hundred Thousand Dollars and No Cents (\$100,000.00) to Allegany County in support of the 63-69 Baltimore Street Wills Hotel project.

---

**Raymond M. Morriss, Mayor**

# Council Agenda Summary

*Meeting Date:* March 19, 2024

Key Staff Contact: Ken Tressler

*Item Title:* City of Cumberland support of the Wills Hotel Project

Allegany has requested a City contribution of \$100,000 for the Baltimore St Wills Hotel project as follows:

The Wills Hotel briefing:

The project initially had a \$3 million dollar budget. It soon became reality that the project was going to be a \$4 million dollar project. The County helped to convince the George C. Edwards Fund board to increase funding to \$500,000 in the first round if the applicant would add more equity to the project. Therefore, at \$4 million, the applicant had equity and borrowing at \$3.5 million.

Actual low bid came in at \$4.6 million dollars leaving a \$600,000 gap. DayStar Builders from Garrett County was low bid.

The County is asking the George C. Edwards Fund board to fund an additional \$250,000 in phase II funding, the County will match at \$250,000, and the City of Cumberland to contribute \$100,000 to bridge the gap and get this project moving forward.

Brian Gilbride and his partners already have maximum debt in the proposed project.



**File Attachments for Item:**

. 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 -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,429

DATE: March 19, 2024

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

**THAT,** the Mayor be and is hereby authorized to execute a Strategic Demolition Fund Program Grant Agreement by and between the Department of Housing and Community Development (DHCD) and the Mayor and City Council of Cumberland regarding the disbursement and use of Fifty-Thousand Dollars (\$50,000) in funding for the “Cumberland Roof Replacement Program”; and

**BE IT FURTHER ORDERED,** that the City Comptroller be and is hereby authorized to accept said grant funds; and

**BE IT FURTHER ORDERED,** that the Mayor and City Administrator be and are hereby authorized to execute all paperwork necessary for the disbursement, receipt, and use of funds.

---

**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: 3/19/24

Key Staff Contact: Ruth Davis – Rogers

*Item Title:* SDF-2024-Cumberland-00219 Cumberland Roof Replacement Program

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

*Need to sign DHCD agreement to start grant program*

*Amount of Award:*\$50,000

*Budget number:*

*Grant, bond, etc. reference:*

*May need Resolution  
over Mayor's signature*

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
STRATEGIC DEMOLITION FUND PROGRAM  
GRANT AGREEMENT**

**TABLE OF CONTENTS**

**AWARDEE:** Mayor and City Council of Cumberland, Maryland

**AWARD ID#:** SDF-2024-Cumberland-00219

**PROJECT NAME:** Cumberland Roof Replacement Program

- Strategic Demolition Fund – Program Grant Agreement**
  
- Exhibit A - SDF-2024-Cumberland-00219  
Project Description, Additional Information, and Special Conditions**
  
- Exhibit B - SDF-2024-Cumberland-00219  
Project Budget**
  
- Exhibit C - SDF-2024-Cumberland-00219  
Project Schedule**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
STRATEGIC DEMOLITION FUND PROGRAM  
GRANT AGREEMENT**

**THIS STRATEGIC DEMOLITION FUND PROGRAM GRANT AGREEMENT** (this "**Agreement**") by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and **MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND** (the "**Grantee**") is entered into as of the date it is executed by the Department (the "**Effective Date**").

RECITALS

- A. This Agreement is issued pursuant to §4-508 of the Housing and Community Development Article (the "**Act**") and the regulations promulgated thereunder and set forth in COMAR 05.20.01 (the "**Regulations**"). The Act establishes the Strategic Demolition and Smart Growth Impact Fund (the "**Program**"). Capitalized terms not defined herein have the meanings set forth in the Regulations or the Act.
- B. The purpose of the Program is to provide grants and loans to assist in predevelopment activities, including interior and exterior demolition, land assembly, architecture and engineering, and site development for revitalization projects in designated areas of the State of Maryland (the "**State**").
- C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2024 application (the "**Application**"), the Department has approved an award of funds to Grantee, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, the Department's Program Policy Guide, as amended from time to time (the "**Guide**"), and this Agreement.

## AGREEMENT

**IN CONSIDERATION** of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

### 1) Sustainable Community or Eligible Qualified Opportunity Zone Designation.

- a) The Project is located in a geographic area (the “**Area**”) that has been designated as a Sustainable Community under §6-205 of the Act or is in an eligible Qualified Opportunity Zone.
- b) If located in a Sustainable Community, the Project will enhance and support the plan that has been approved by the Smart Growth Subcabinet as a Sustainable Community Plan.

### 2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Fifty Thousand Dollars (\$50,000)** (the “**Grant**”) to be used for the purposes of funding the Strategic Demolition Fund Project (the “**Project**”) described in Section 1 (the “**Project Description**”) of Exhibit A - SDF-2024-Cumberland-00219, to be carried out at the location(s) set forth in Section 2 (the “**Project Address(es)**”) of Exhibit A - SDF-2024-Cumberland-00219. Upon request by the Grantee, the Department, in its sole discretion, may allow a modification to the Project Description and/or the Project Address(es) by providing prior written notice to Grantee of such modification.
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.
- c) The Project shall not include or support projects for which the principal use of the Project is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application and the Project and the execution of this Agreement are not to be construed as approval of any other projects described in the Application.
- e) The Grant is subject to and contingent on the availability and allocation of sufficient State funds to the Program.

### 3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
- b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - SDF-2024-Cumberland-00219 (the “**Project Budget**”). Grantee may transfer up to ten percent (10%) of the Grant funds between Project Budget line items without prior written approval of the Department, so long as (i)

the line item to which Grant funds are transferred already included some amount of the Grant allocated to it prior to such transfer by Grantee; and (ii) Grant funds allocated to the column for capital amounts may not be transferred to an operating expense line item and Grant funds allocated to the column for operating amounts may not be transferred to a capital expenditure line item. The Department, in its sole discretion, may allow additional transfers between Project Budget line items by providing prior written approval to Grantee of such transfers.

- c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1<sup>st</sup>) anniversary of the Effective Date.
  - d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
  - e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
  - f) If Grantee is not a government agency, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal or other State agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services. Notwithstanding the foregoing, Grantee may not use any portion of the Grant funds allocated to capital expenditures for reimbursement of indirect costs.
- 4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.
- a) Grantee shall commence the Project on or prior to the date (the "**Commencement Date**") set forth in Exhibit C - SDF-2024-Cumberland-00219 (the "**Project Schedule**").
  - b) Grantee shall complete the Project on or prior to the date indicated in the Project Schedule (the "**Completion Date**"). The Department, in its sole discretion, may extend the Completion Date by providing Grantee with prior written notice of such extension.
  - c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation and upon completion.
  - d) The Department must approve in writing all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
  - e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.

- f) On or before the Completion Date, Grantee shall obtain any applicable certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.
- 5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:
- a) If the Project is subject to review by the Maryland Historical Trust ("MHT"), then MHT or the Department's qualified staff has reviewed the Project for impact on historic properties and determined that the Project will have no adverse effect on historic properties. If MHT or the Department's qualified staff determines that the Project will have an adverse effect, the Department may decline to fund the portion of the Project that has been determined to have an adverse effect. If the Department proceeds with funding the portion of the Project that has been determined to have an adverse effect, Grantee agrees to enter into an agreement with MHT and the Department (the "**MHT Agreement**") and fulfill any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and the Department. If the Department's determination that Grantee has satisfied its obligations to minimize or mitigate the adverse effect is contingent upon the Project meeting particular conditions, Grantee shall complete such conditions to the satisfaction of the Department.
  - b) The Maryland Codes Administration has approved any Project plans and specifications if the Department determines such approval is necessary.
  - c) For any Project that includes the acquisition, ownership, lease, rehabilitation, construction, operation, demolition or improvement of real property or improvements thereon (collectively and individually, the "**Property**"), Grantee shall not receive a disbursement of Grant funds until Grantee has submitted evidence acceptable to the Department of appropriate site control over the Property or authorization to proceed with the Project.
  - d) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions set forth on Exhibit A - SDF-2024-Cumberland-00219.
- 6) Other Funds.
- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.
  - b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that the Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.
- 7) Disbursement of the Grant.



- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses, unless the Department determines, in its sole discretion, that the nature of the Project warrants disbursement in advance for eligible costs anticipated to be incurred. The Department, in its sole discretion, may disburse funds for eligible costs incurred prior to the Effective Date.
- b) Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred or anticipated to be incurred for which disbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.
- c) Requests for payment should be made allowing approximately thirty (30) days to receive the Grant funds. The request for payment shall not exceed the eligible costs incurred and approved in writing by the Department.
- d) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment.

8) Records, Inspections and Reports.

Section 8 shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "Records"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the term of this Agreement.
- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the term of this Agreement. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as the Department determines to be necessary, in its sole discretion.
- iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of any contractors and subrecipients related to the Project for three (3) years following the term of this Agreement.

b) Inspections. During the term of this Agreement and for a period of three (3) years following the term of this Agreement, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement.

c) Reports.

- i) On January 1, April 1, July 1, and October 1 of each year, commencing on the Effective Date and continuing until the Department accepts the Final Report described in Section 8(c)(ii), Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the

Department. The interim progress reports shall contain such information as the Department reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.

- ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**"), in a manner and form to be determined by the Department, that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain a disbursement report that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
- iii) If any portion of the Grant is secured by collateral for the benefit of the Department (the "**Collateral**") or is used to fund a loan to a subrecipient (a "**Loan**") and the Department maintains an interest in such Loan, Grantee shall submit annual reports, in a manner and form to be determined by the Department, for the term of this Agreement.
- iv) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies; Termination.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the Project Description; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; (v) the failure to obtain the Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion; or (vii) a default by Grantee in any other agreement with the Department that remains uncured beyond any applicable notice and cure provisions therein.
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.
- c) In the event of termination by the Department:
  - i) The Department may withhold disbursement of Grant funds and Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
  - ii) The Department may demand repayment from Grantee of any portion of the Grant funds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and

- iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
- d) In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.
- e) Grantee agrees to return any unexpended Grant funds to the Department upon termination of the Agreement, whether the termination is due to default, completion of the Project, expiration of the Agreement, or for any other reason.

10) Grantee's Certifications. Grantee certifies that:

- a) Grantee is a government agency or a Community Development Organization and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
- b) This Agreement has been duly authorized, executed, and delivered by Grantee, and is the valid and legally binding act and agreement of Grantee.
- c) Regarding conflicts of interest:
  - i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an “**Interested Person**”), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant.
  - ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting.
  - iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 10(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee’s Conflict of Interest Policy.
- d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
- e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, State, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
- f) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- g) If Grantee is not a government agency, Grantee makes the following certifications:
  - i) Grantee is in good standing with the Maryland State Department of Assessments and Taxation and shall

provide evidence of such status upon request.

- ii) Grantee is in compliance with §19-105 of the Business Regulation Article and COMAR 24.01.07 (together, the “**Corporate Diversity Act**”) and has provided the Department with (1) an affidavit (“**Affidavit**”) attesting that Grantee is not required to submit the corporate diversity addendum (the “**Addendum**”) described by the Corporate Diversity Act; or (2) an Affidavit and Addendum that certifies Grantee meets at least thirty-three percent (33%) of the diversity indicators listed in the Addendum. Grantee shall keep complete and accurate records supporting the facts in the Addendum or the Affidavit, as applicable, for a period of five (5) years from the date of this Agreement. If any representation made by Grantee in the Addendum or the Affidavit is false when made, the Department may cancel the Grant in whole or in part, require repayment of the Grant, or seek any other remedy available by law. Capitalized terms used in this paragraph but not defined in the Agreement shall have the meanings set forth in the Corporate Diversity Act.
- iii) Grantee is in compliance with the Maryland Solicitations Act (the “**Solicitations Act**”), including maintaining its registration as a charitable organization with the Office of the Secretary of State if required by the Solicitations Act.

11) Environmental Certification and Lead Paint. In connection with the ownership, lease, rehabilitation, construction, operation or demolition of the Property:

- a) Grantee represents, warrants, and covenants that, other than as disclosed to the Department in writing prior to the Effective Date, there are no known hazardous materials located on the Property, that it will not cause or knowingly allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property, and that to the best of its knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations. De minimis amounts of household cleaning supplies, office supplies and petroleum-based products used in the ordinary course of operating the Property and which are stored and disposed of in accordance with applicable laws are not considered hazardous materials.
- b) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.

12) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project or the Property, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.

13) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 12 of this Agreement, including reasonable attorneys' fees, shall be immediately and without notice due and payable by Grantee to the Department except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall include costs incurred as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a government agency, any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement exists only to the extent permitted by law and is subject to

appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time, and is not to be deemed as a waiver of any immunity that may exist in any action against a government agency for its officers, agents, volunteers and employees.

14) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.

- a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs or activities.
- b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
  - i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - ii) Title VIII of the Civil Rights Act of 1968, as amended;
  - iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;
  - iv) The Department's Minority Business Enterprise Program, as amended;
  - v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;
  - vi) The Fair Housing Amendments Act of 1988, as amended; and
  - vii) The Americans with Disabilities Act of 1990, as amended.

15) Non-Sectarian Certifications.

- a) Other than as disclosed to the Department in writing, Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.
- b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Insurance.

- a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.

- b) Grantee shall determine whether the Property is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Property is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.
- c) Grantee shall require, or shall cause any subrecipients to require, the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts satisfactory to the Department.
- d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
- e) To the extent required by the Department, insurance coverage shall be in force prior to the disbursement of the Grant funds and shall contain terms and coverages satisfactory to the Department.
- f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as lender's loss payable and additional insured.
- g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies.
- h) If Grantee is a government agency, or is otherwise approved by the Department, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to the Department.

17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a) Communications to the Department shall be mailed to:

Department of Housing and Community Development  
Division of Neighborhood Revitalization  
7800 Harkins Road  
Lanham, Maryland 20706  
Attention: Strategic Demolition Fund Program

with a copy to:

Office of the Attorney General  
7800 Harkins Road  
Lanham, Maryland 20706  
Attention: Division of Neighborhood Revitalization

- b) Communications to Grantee shall be mailed to:

Mayor and City Council of Cumberland, Maryland  
57 North Liberty Street  
Cumberland, MD 21502

Attention: Mrs. Ruth Davis -Rogers

- 18) Amendment. Other than modifications that are explicitly identified in this Agreement as modifications the Department may approve by providing written notice to the Grantee, this Agreement may not be amended except by a written instrument executed by the Department and Grantee.
- 19) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
- 20) Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.
- 21) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 22) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 23) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
- 24) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the Effective Date and shall continue in full force and effect until the later of (a) the Department close out of the Project in accordance with its procedures for closing out projects; (b) the final satisfaction of any Loan proceeds or obligations regarding any Collateral; or (c) the expiration of the period of time the Department requires a particular use of the Property, if any such restriction is set forth on Exhibit A - SDF-2024-Cumberland-00219. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.
- 25) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 26) Delay Does Not Constitute Waiver. No failure or delay of the Department or the Grantee to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department or the Grantee from exercising any right, power or remedy at any later time or times.
- 27) Technical Assistance. If the Project is not being completed or performed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may require that Grantee accept technical assistance the Department determines is necessary for the Project to proceed in a manner acceptable to the Department.

- 28) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.
- 29) Ceremonies. In the event that Grantee holds any ribbon-cutting, dedication, or ground-breaking ceremonies, or any other similar event to commemorate the Project, Grantee shall send notice of such event to the Department as soon as is practicable in order to allow the Department the option of sending a representative to attend the ceremony.
- 30) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the "PIA"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure, the location of such information (for example, document name) and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.
- 31) **CONFESSION OF JUDGMENT**. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT (THE "HOLDER"), AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON.

**THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO**



**TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF REASONABLE ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.**

**EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.**

**THIS SECTION 31 SHALL NOT APPLY TO GOVERNMENT AGENCIES.**

[Remainder Of Page Intentionally Left Blank]

WITNESS the hands and seals of the Department and the Grantee, with the specific intention of creating a document under seal.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL OF CUMBERLAND,  
MARYLAND**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Name: The Honorable Raymond Morriss  
Title: Mayor

**DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT**, a principal  
department of the State of Maryland

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Name: Jacob R. Day  
Title: Secretary

\_\_\_\_\_  
Date Executed on behalf of the Department/  
Effective Date

Approved for form and  
Legal sufficiency

\_\_\_\_\_  
Assistant Attorney General

**Exhibits:**

- Exhibit A - Project Description, Additional Information, and Special Conditions
- Exhibit B - Project Budget
- Exhibit C - Project Schedule

**EXHIBIT A - SDF-2024-Cumberland-00219**

**PROJECT DESCRIPTION, ADDITIONAL INFORMATION, AND SPECIAL CONDITIONS**

**Project Name:**

Cumberland Roof Replacement Program

**1. Project Description:**

Continuation of the Roof Replacement Program that provides new roofs to low income disabled, elderly and veterans.

**2. Project Address(es):**

Various addresses within the City of Cumberland's Sustainable Communities designation.

**3. Additional Information:**

Replacement of deteriorating roofs for single family owner occupied homes.

**4. Additional Financing (Evidence and Use of Funding Sources):**

Strategic Demolition Fund will contribute \$50,000 towards roof replacements of several low income single family homes. Total Project Cost: \$50,000.

**5. Special Conditions:**

**EXHIBIT B - SDF-2024-Cumberland-00219  
PROJECT BUDGET**

**Project Name:**  
Cumberland Roof Replacement Program

USE OF FUNDS BY ACTIVITY	AWARD FUNDS		OTHER SOURCES OF FUNDS			TOTALS BY ACTIVITY
	Capital Amount	Operating Amount	Applicant's Contribution	Name(s) of Other Source(s)	Other Source Amount	
Site Pre-Dev: Acquisition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Arch/Eng Design	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Demolition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Infrastructure	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Stabilization	\$0	\$0	\$0		\$0	\$0
Site Dev: New Construction	\$0	\$0	\$0		\$0	\$0
Site Dev: Rehabilitation/ Renovation	\$50,000	\$0	\$0		\$0	\$50,000
Operations: Studies and Planning	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (Cash)	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (In-Kind)	\$0	\$0	\$0		\$0	\$0
Other (a):	\$0	\$0	\$0		\$0	\$0
Other (b):	\$0	\$0	\$0		\$0	\$0
Other (c):	\$0	\$0	\$0		\$0	\$0
Other (d):	\$0	\$0	\$0		\$0	\$0
<b>TOTALS:</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$50,000</b>

**Total Award: \$50,000**  
**Total Project Cost: \$50,000**



**File Attachments for Item:**

. 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 -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,430

DATE: March 19, 2024

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

**THAT**, the Mayor be and is hereby authorized to execute a Business Façade Improvement Program Grant Agreement by and between the Department of Housing and Community Development (DHCD) and the Mayor and City Council of Cumberland regarding the disbursement and use of Fifty-Thousand Dollars (\$50,000) in funding for the “Midtown Façade Grant Program”; and

**BE IT FURTHER ORDERED**, that the City Comptroller be and is hereby authorized to accept said grant funds; and

**BE IT FURTHER ORDERED**, that the Mayor and City Administrator be and are hereby authorized to execute all paperwork necessary for the disbursement, receipt, and use of funds.

---

**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: 3/19/24

Key Staff Contact: Ruth Davis – Rogers

*Item Title:* MFIP-2024-Cumberland-00225 – Midtown Façade Grant

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

*Need to sign DHCD agreement to start grant program*

*Amount of Award:* \$50,000

*Budget number:*

*Grant, bond, etc. reference:*





**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
BUSINESS FAÇADE IMPROVEMENT PROGRAM  
GRANT AGREEMENT**

**TABLE OF CONTENTS**

**AWARDEE:** Mayor and City Council of Cumberland, Maryland

**AWARD ID#:** MFIP-2024-Cumberland-00225

**PROJECT NAME:** Midtown Façade Grant Program

- Business Façade Improvement Program Grant Agreement**
  
- Exhibit A - MFIP-2024-Cumberland-00225  
Project Description, Additional Information, and Special Conditions**
  
- Exhibit B - MFIP-2024-Cumberland-00225  
Project Budget**
  
- Exhibit C - MFIP-2024-Cumberland-00225  
Project Schedule**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
BUSINESS FAÇADE IMPROVEMENT PROGRAM  
GRANT AGREEMENT**

**THIS BUSINESS FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT** (this "Agreement") by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and **MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND** (the "**Grantee**") is entered into as of the date it is executed by the Department (the "**Effective Date**").

**RECITALS**

- A. This Agreement is issued pursuant to §§6-1101 through 6-1103 of the Housing and Community Development Article (the "**Act**") and any regulations promulgated thereunder (the "**Regulations**"). The Act establishes the Business Façade Improvement Program (the "**Program**"). Capitalized terms not defined herein have the meanings set forth in the Regulations or the Act.
- B. The purpose of the Program is to assist businesses located in a geographic area that has been designated as a sustainable community (a "**Sustainable Community**") under §6-205 of the Act with improving the outside appearance of the businesses' buildings and facilities.
- C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2024 application (the "**Application**"), the Department has approved an award of funds to Grantee to carry out a Program project (the "**Project**") to distribute grants to fund eligible improvements (the "**Local Projects**") for qualified businesses (each, a "**Business**"), to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, the Department's Program Policy Guide, as amended from time to time (the "**Guide**"), and this Agreement.

## AGREEMENT

**IN CONSIDERATION** of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Sustainable Community Designation.

- a) Grantee's jurisdiction includes at least one Sustainable Community.
- b) Every Local Project is located in a Sustainable Community.

2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Fifty Thousand Dollars (\$50,000)** (the "**Grant**") to be used for the purposes of funding the Business Façade Improvement Program Project (the "**Project**") described in Section 1 (the "**Project Description**") of Exhibit A - MFIP-2024-Cumberland-00225 to be carried out at the location(s) set forth in Section 2 (the "**Project Address(es)**") of Exhibit A - MFIP-2024-Cumberland-00225. Upon request by the Grantee, the Department, in its sole discretion, may allow a modification to the Project Description and/or the Project Address(es) by providing prior written notice to Grantee of such modification.
- b) Grantee agrees to use the Grant only for the approved Project. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.
- c) The Project shall not include or support Local Projects for which the principal use of the property is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application and the Project and the execution of this Agreement are not to be construed as approval of any other projects described in the Application.
- e) The Grant is subject to and contingent on the availability and allocation of sufficient State of Maryland (the "**State**") funds to the Program.

3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
- b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - MFIP-2024-Cumberland-00225 (the "**Project Budget**"). Grantee may transfer up to ten percent (10%) of the Grant funds between Project Budget line items without prior written approval of the Department, so long as (i) the line item to which Grant funds are transferred already included some amount of the Grant allocated to it prior to such transfer by Grantee; and (ii) Grant funds allocated to the column for capital amounts may

not be transferred to an operating expense line item and Grant funds allocated to the column for operating amounts may not be transferred to a capital expenditure line item. The Department, in its sole discretion, may allow additional transfers between Project Budget line items by providing prior written approval to Grantee of such transfers.

- c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1<sup>st</sup>) anniversary of the Effective Date.
  - d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
  - e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
- 4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes; Approvals for Local Projects.
- a) Grantee shall commence the Project on or prior to the date (the "**Commencement Date**") set forth in Exhibit C - MFIP-2024-Cumberland-00225 (the "**Project Schedule**").
  - b) Grantee shall complete the Project on or prior to the date indicated in the Project Schedule (the "**Completion Date**"). The Department, in its sole discretion, may extend the Completion Date by providing Grantee with prior written notice of such extension.
  - c) The Department, its agents and its employees shall be allowed to inspect the Local Projects during construction or rehabilitation and upon completion.
  - d) The Department must approve in writing all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications involving carrying out Project activities in a geographic area other than the area set forth on Exhibit A - MFIP-2024-Cumberland-00225 and modifications to the Completion Date.
  - e) Grantee shall ensure that all necessary approvals for the commencement of the Local Projects have been obtained, including all applicable permits and licenses.
  - f) On or before the Completion Date, Grantee shall, or shall require the Business to, obtain any applicable certifications, licenses, permits, and approvals necessary to implement the Local Projects, and shall otherwise satisfy all requirements necessary to implement the Local Projects.
- 5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:
- a) The Maryland Historical Trust ("MHT") or the Department's qualified staff has reviewed the Local Project for impact on historic properties and determined that the Local Project will have no adverse effect on historic properties. If MHT or the Department's qualified staff determines that the Local Project will have an adverse effect, the Department may decline to fund the portion of the Grant intended to fund the Local Project that has been determined to have an adverse effect. If the Department proceeds with funding the Local Project that has been determined to have an adverse effect, Grantee agrees to enter into an

agreement, and to cause the Business to enter into an agreement, with MHT and the Department (the “MHT Agreement”) and each of the Grantee and the Business shall fulfill any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and the Department. If the Department's determination that Grantee and the Business have satisfied their obligations to minimize or mitigate the adverse effect is contingent upon the Local Project meeting particular conditions, Grantee shall require the Business to complete such conditions to the satisfaction of the Department.

- b) The Maryland Codes Administration has approved any Local Project plans and specifications if the Department determines such approval is necessary.
  - c) Businesses shall not receive a disbursement of Grant funds until Grantee has received acceptable evidence that the Business has site control over the property on which the Local Project will be implemented (the “Property”) or authorization to proceed with the Local Project. Grantee shall submit evidence of site control for Local Projects if required by the Department.
  - d) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions set forth on Exhibit A - MFIP-2024-Cumberland-00225.
- 6) Other Funds.
- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the “Other Funds”). Other Funds shall be described by source, use and amount in the Project Budget.
  - b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that the Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.
- 7) Disbursement of the Grant.
- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses, unless the Department determines, in its sole discretion, that the nature of the Project warrants disbursement in advance for eligible costs anticipated to be incurred. The Department, in its sole discretion, may disburse funds for eligible costs incurred prior to the Effective Date.
  - b) Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred or anticipated to be incurred, for which disbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.
  - c) Requests for payment should be made allowing approximately thirty (30) days to receive the Grant funds. The request for payment shall not exceed the eligible costs incurred and approved in writing by the Department.

- d) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment.

8) Records, Inspections and Reports.

Section 8 shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "**Records**"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the term of this Agreement.
- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the term of this Agreement. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as the Department determines to be necessary, in its sole discretion.
- iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of any contractors and Businesses related to the Project for three (3) years following the term of this Agreement.

- b) Inspections. During the term of this Agreement and for a period of three (3) years following the term of this Agreement, Grantee shall permit the Department to monitor the Project and the Local Projects to ensure that the Project is being carried out in accordance with the terms of this Agreement.

c) Reports.

- i) On January 1, April 1, July 1, and October 1 of each year, commencing on the Effective Date and continuing until the Department accepts the Final Report described in Section 8(c)(ii), Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Department. The interim progress reports shall contain such information as the Department reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.
- ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**"), in a manner and form to be determined by the Department, that describes the completed Local Projects, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain a disbursement report that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.

iii) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies; Termination.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the Project Description; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's assets; (v) the failure to obtain the Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion; or (vii) a default by Grantee in any other agreement with the Department that remains uncured beyond any applicable notice and cure provisions therein.
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.
- c) In the event of termination by the Department:
  - i) The Department may withhold disbursement of Grant funds and Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
  - ii) The Department may demand repayment from Grantee of any portion of the Grant funds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and
  - iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
- d) In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.
- e) Grantee agrees to return any unexpended Grant funds to the Department upon termination of the Agreement, whether the termination is due to default, completion of the Project, expiration of the Agreement, or for any other reason.

10) Grantee's Certifications. Grantee certifies that:

- a) Grantee is a county of the State, Baltimore City, or a municipal corporation of the State and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.



- b) This Agreement has been duly authorized, executed, and delivered by Grantee, and is the valid and legally binding act and agreement of Grantee.
- c) Regarding conflicts of interest:
  - i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an “**Interested Person**”), who has a direct or indirect interest in the Grant or receives any benefit from the Grant or a Local Project, is involved in the selection, award or administration of the Grant.
  - ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting.
  - iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 10(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee’s Conflict of Interest Policy.
- d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
- e) Prior to commencement of any Local Project, Grantee or the Business has obtained or will obtain all federal, State, and local government approvals, permits, and licenses that may be required to accomplish the Local Project and the scope of work.
- f) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities. Grantee shall require the Business to certify that it is not the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- g) Grantee has developed: (1) a grant application process for qualified businesses seeking to participate in the Program; (2) criteria for rating qualified businesses that apply for grants; and (3) criteria for awarding grants to qualified businesses.

#### 11) Environmental Certification and Lead Paint.

- a) For each Local Project, Grantee shall cause the Business to represent, warrant, and covenant that, other than as disclosed to the Department in writing prior to the disbursement of Grant funds for the Local Project, (i) there are no known hazardous materials located on the Property; (ii) the Businesses will not cause or knowingly allow any hazardous materials to be placed on the Property; (iii) the Business will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property; and (iv) to the best of the Business’s knowledge, the Property is in compliance with all applicable federal, State, and local environmental laws and regulations. De minimis amounts of household cleaning supplies, office supplies and petroleum-based products used in the ordinary course of operating the Property and which are stored and disposed of in accordance with applicable laws are not considered hazardous materials.

- b) Grantee covenants that it shall require the Businesses to comply with all federal, State, and local laws and requirements concerning the use of Grant funds for the treatment and removal of lead paint from the Property as part of a Local Project.
- 12) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project or the Property, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.
- 13) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 12 of this Agreement, including reasonable attorneys' fees, shall be immediately and without notice due and payable by Grantee to the Department, except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall include costs incurred as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. Notwithstanding the foregoing, any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement exists only to the extent permitted by law and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time, and is not to be deemed as a waiver of any immunity that may exist in any action against a local government for its officers, agents, volunteers and employees.
- 14) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.
- a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs or activities.
- b) Grantee shall comply with, and shall cause the Business to comply with, applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
- i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - ii) Title VIII of the Civil Rights Act of 1968, as amended;
  - iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;
  - iv) The Department's Minority Business Enterprise Program, as amended;
  - v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;

vi) The Fair Housing Amendments Act of 1988, as amended; and

vii) The Americans with Disabilities Act of 1990, as amended.

15) Non-Sectarian Certifications.

- a) Other than as disclosed to the Department in writing prior to the date Grant funds are disbursed, Grantee certifies that no part of the Grant funds, no part of the Local Projects, and no part of any Property shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.
- b) Grantee certifies that it will allocate Grant funds to Businesses on a nondiscriminatory basis.

16) Insurance.

- a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Local Projects and Properties both during and after construction or rehabilitation, and if necessary, Grantee shall cause the Business to pay the expense of such insurance.
- b) Grantee shall determine whether any Property is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If any Property is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall cause the Business to pay the expense of such insurance.
- c) Grantee shall require, or shall cause any Business to require, the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts satisfactory to the Department.
- d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
- e) To the extent required by the Department, insurance coverage for each Local Project shall be in force prior to the disbursement of the Grant funds for such Local Project and shall contain terms and coverages satisfactory to the Department.
- f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Business as lender's loss payable and additional insured parties.
- g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and the Business prior to Local Project-related cancellation of any insurance policies.
- h) If approved by the Department, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to the Department.

17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

a) Communications to the Department shall be mailed to:

Department of Housing and Community Development  
Division of Neighborhood Revitalization  
7800 Harkins Road  
Lanham, Maryland 20706  
Attention: Business Façade Improvement Program

with a copy to:

Office of the Attorney General  
7800 Harkins Road  
Lanham, Maryland 20706  
Attention: Division of Neighborhood Revitalization

b) Communications to Grantee shall be mailed to:

Mayor and City Council of Cumberland, Maryland  
57 North Liberty Street  
Cumberland, MD 21502  
Attention: Mrs. Ruth Davis -Rogers

18) Amendment. Other than modifications that are explicitly identified in this Agreement as modifications the Department may approve by providing written notice to the Grantee, this Agreement may not be amended except by a written instrument executed by the Department and Grantee.

19) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

20) Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.

21) Assignment. This Agreement may not be assigned without the prior written approval of the Department.

22) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.

23) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of laws provisions.

- 24) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the Effective Date and shall continue in full force and effect until the later of (a) the Department close out of the Project in accordance with its procedures for closing out projects; or (b) the final satisfaction of any obligations regarding any collateral that is used to secure any portion of the Grant funds for the benefit of the Department. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.
- 25) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 26) Delay Does Not Constitute Waiver. No failure or delay of the Department or the Grantee to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department or the Grantee from exercising any right, power or remedy at any later time or times.
- 27) Technical Assistance. If the Project or a Local Project is not being completed or performed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may require that Grantee accept technical assistance the Department determines is necessary for the Project to proceed in a manner acceptable to the Department.
- 28) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying a Local Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.
- 29) Ceremonies. In the event that any Business holds any ribbon-cutting, dedication, or ground-breaking ceremonies, or any other similar event to commemorate a Local Project, Grantee shall cause the Business to send notice of such event to the Department as soon as is practicable in order to allow the Department the option of sending a representative to attend the ceremony.
- 30) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project, the Local Project, and the Grantee and the Business. In addition, the Department may be required to disclose information about the Project or the Local Projects to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the "PIA"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project and Local Projects; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project or Local Projects, including capital contributions from the Grantee or Businesses. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing

the information it believes to be exempt from disclosure, the location of such information (for example, document name) and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

[Remainder Of Page Intentionally Left Blank]

**WITNESS** the hands and seals of the Department and the Grantee, with the specific intention of creating a document under seal.

**WITNESS/ATTEST:**

**MAYOR AND CITY COUNCIL OF CUMBERLAND,  
MARYLAND**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Name: The Honorable Raymond Morriss  
Title: Mayor

**DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT, a principal  
department of the State of Maryland**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Name: Jacob R. Day  
Title: Secretary

\_\_\_\_\_  
Date Executed on behalf of the Department/  
Effective Date

Approved for form and  
Legal sufficiency

\_\_\_\_\_  
Assistant Attorney General

**Exhibits:**

- Exhibit A - Project Description, Additional Information, and Special Conditions
- Exhibit B - Project Budget
- Exhibit C - Project Schedule

**EXHIBIT A - MFIP-2024-Cumberland-00225**  
**PROJECT DESCRIPTION, ADDITIONAL INFORMATION, AND SPECIAL CONDITIONS**

**Project Name:**  
Midtown Façade Grant Program

**1. Project Description:**

Implementation of a commercial façade improvement program for the mid-town commercial district.

**2. Project Address(es):**

Various addresses within the Cumberland Sustainable Community designated area.

**3. Additional Information:**

Exterior Improvements/upgrades will be conducted on several key properties which help support the revitalization efforts in downtown Cumberland.

**4. Additional Financing (Evidence and Use of Funding Sources):**

The Maryland Facade Improvement Program will contribute \$50,000 toward the continuation of the City of Cumberland's Exterior Improvement Program. The City of Cumberland will contribute \$50,000 through a 50/50 merchant match. Total Project Cost: \$100,000.

**5. Special Conditions:**



**EXHIBIT B - MFIP-2024-Cumberland-00225  
PROJECT BUDGET**

**Project Name:**  
Midtown Façade Grant Program

USE OF FUNDS BY ACTIVITY	AWARD FUNDS		OTHER SOURCES OF FUNDS			TOTALS BY ACTIVITY
	Capital Amount	Operating Amount	Applicant's Contribution	Name(s) of Other Source(s)	Other Source Amount	
Site Pre-Dev: Acquisition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Arch/Eng Design	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Demolition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Infrastructure	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Stabilization	\$0	\$0	\$0		\$0	\$0
Site Dev: New Construction	\$0	\$0	\$0		\$0	\$0
Site Dev: Rehabilitation/ Renovation	\$50,000	\$0	\$0	In-kind match of applicant	\$50,000	\$100,000
Operations: Studies and Planning	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (Cash)	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (In-Kind)	\$0	\$0	\$0		\$0	\$0
Other (a):	\$0	\$0	\$0		\$0	\$0
Other (b):	\$0	\$0	\$0		\$0	\$0
Other (c):	\$0	\$0	\$0		\$0	\$0
Other (d):	\$0	\$0	\$0		\$0	\$0
<b>TOTALS:</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>		<b>\$50,000</b>	<b>\$100,000</b>

**Total Award: \$50,000**  
**Total Project Cost: \$100,000**





**File Attachments for Item:**

. 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 -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,431

DATE: March 19, 2024

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

**THAT,** the Mayor be and is hereby authorized to execute a Community Legacy Program Grant Agreement by and between the Department of Housing and Community Development (DHCD) and the Mayor and City Council of Cumberland regarding the disbursement and use of One Hundred Thousand Dollars and No Cents (\$100,000.00) in funding for the “Choose Cumberland Relocation and Renovation Package”; and

**BE IT FURTHER ORDERED,** that the City Comptroller be and is hereby authorized to accept said grant funds; and

**BE IT FURTHER ORDERED,** that the Mayor and City Administrator be and are hereby authorized to execute all paperwork necessary for the disbursement, receipt, and use of funds.

---

**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: 3/19/24

Key Staff Contact: Ruth Davis – Rogers

*Item Title:* CL-2024-Cumberland-00226 – Choose Cumberland Relocation Package

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

*Need to sign DHCD agreement to start grant program*

*Amount of Award:*\$50,000

*Budget number:*

*Grant, bond, etc. reference:*



**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
COMMUNITY LEGACY PROGRAM  
GRANT AGREEMENT**

**TABLE OF CONTENTS**

**AWARDEE:** Mayor and City Council of Cumberland, Maryland  
**AWARD ID#:** CL-2024-Cumberland-00226  
**PROJECT NAME:** Choose Cumberland Relocation and Renovation Package

- Community Legacy Program Grant Agreement**
  
- Exhibit A - CL-2024-Cumberland-00226  
Project Description, Additional Information, and Special Conditions**
  
- Exhibit B - CL-2024-Cumberland-00226  
Project Budget**
  
- Exhibit C - CL-2024-Cumberland-00226  
Project Schedule**



**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
COMMUNITY LEGACY PROGRAM  
GRANT AGREEMENT**

**THIS COMMUNITY LEGACY PROGRAM GRANT AGREEMENT** (this "**Agreement**") by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and **MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND** (the "**Grantee**") is entered into as of the date it is executed by the Department (the "**Effective Date**").

**RECITALS**

- A. This Agreement is issued pursuant to §§6-201 through 6-213 of the Housing and Community Development Article (the "**Act**") and the regulations promulgated thereunder and set forth in COMAR 05.17.01 (the "**Regulations**"). The Act establishes the Community Legacy Program (the "**Program**"). Capitalized terms not defined herein have the meanings set forth in the Regulations or the Act.
- B. The purposes of the Program are to:
1. Preserve existing communities as desirable places to live and conduct business, to reduce outward pressure for sprawl development; and
  2. Provide financial assistance to Sponsors or their designees to develop sustainable community plans or Community Legacy projects.
- C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2024 application (the "**Application**"), the Department has approved an award of funds to Grantee to carry out a Program project, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, the Department's Program Policy Guide, as amended from time to time (the "**Guide**"), and this Agreement.

## AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

### 1) Sustainable Community or Eligible Opportunity Zone Designation.

- a) The Project is located in a geographic area (the "Area") that has been designated as a Sustainable Community under §6-205 of the Act or is in an Eligible Opportunity Zone.
- b) If located in a Sustainable Community, the Project will enhance and support the plan that has been approved by the Smart Growth Subcabinet as a Sustainable Community Plan.

### 2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **One Hundred Thousand Dollars (\$100,000)** (the "Grant") to be used for the purposes of funding the Community Legacy Project (the "Project") described in Section 1 (the "Project Description") of Exhibit A - CL-2024-Cumberland-00226 to be carried out at the location(s) set forth in Section 2 (the "Project Address(es)") of Exhibit A - CL-2024-Cumberland-00226. Upon request by the Grantee, the Department, in its sole discretion, may allow a modification to the Project Description and/or the Project Address(es) by providing prior written notice to Grantee of such modification.
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.
- c) The Project shall not include or support projects for which the principal use of the Project is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application and the Project and the execution of this Agreement are not to be construed as approval of any other projects described in the Application.
- e) The Grant is subject to and contingent on the availability and allocation of sufficient State of Maryland (the "State") funds to the Program.

### 3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
- b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - CL-2024-Cumberland-00226 (the "Project Budget"). Grantee may transfer up to ten percent (10%) of the Grant funds between Project Budget line items without prior written approval of the Department, so long as (i)

the line item to which Grant funds are transferred already included some amount of the Grant allocated to it prior to such transfer by Grantee; and (ii) Grant funds allocated to the column for capital amounts may not be transferred to an operating expense line item and Grant funds allocated to the column for operating amounts may not be transferred to a capital expenditure line item. The Department, in its sole discretion, may allow additional transfers between Project Budget line items by providing prior written approval to Grantee of such transfers.

- c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1<sup>st</sup>) anniversary of the Effective Date.
  - d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
  - e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
  - f) If Grantee is not a Local Government, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal or other State agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services. Notwithstanding the foregoing, Grantee may not use any portion of the Grant funds allocated to capital expenditures for reimbursement of indirect costs.
- 4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.
- a) Grantee shall commence the Project on or prior to the date (the "**Commencement Date**") set forth in Exhibit C - CL-2024-Cumberland-00226 (the "**Project Schedule**").
  - b) Grantee shall complete the Project on or prior to the date indicated in the Project Schedule (the "**Completion Date**"). The Department, in its sole discretion, may extend the Completion Date by providing Grantee with prior written notice of such extension.
  - c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation and upon completion.
  - d) The Department must approve in writing all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
  - e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.

- f) On or before the Completion Date, Grantee shall obtain any applicable certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.
- 5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:
- a) If the Project is subject to review by the Maryland Historical Trust ("MHT"), then MHT or the Department's qualified staff has reviewed the Project for impact on historic properties and determined that the Project will have no adverse effect on historic properties. If MHT or the Department's qualified staff determines that the Project will have an adverse effect, the Department may decline to fund the portion of the Project that has been determined to have an adverse effect. If the Department proceeds with funding the portion of the Project that has been determined to have an adverse effect, Grantee agrees to enter into an agreement with MHT and the Department (the "MHT Agreement") and fulfill any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and the Department. If the Department's determination that Grantee has satisfied its obligations to minimize or mitigate the adverse effect is contingent upon the Project meeting particular conditions, Grantee shall complete such conditions to the satisfaction of the Department.
  - b) The Maryland Codes Administration has approved any Project plans and specifications if the Department determines such approval is necessary.
  - c) For any Project that includes the acquisition, ownership, lease, rehabilitation, construction, operation, demolition or improvement of real property or improvements thereon (collectively and individually, the "Property"), Grantee shall not receive a disbursement of Grant funds until Grantee has submitted evidence acceptable to the Department of appropriate site control over the Property or authorization to proceed with the Project.
  - d) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions set forth on Exhibit A - CL-2024-Cumberland-00226.
- 6) Other Funds.
- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "Other Funds"). Other Funds shall be described by source, use and amount in the Project Budget.
  - b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that the Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.
- 7) Disbursement of the Grant.

- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses, unless the Department determines, in its sole discretion, that the nature of the Project warrants disbursement in advance for eligible costs anticipated to be incurred. The Department, in its sole discretion, may disburse funds for eligible costs incurred prior to the Effective Date.
- b) Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred or anticipated to be incurred, for which disbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.
- c) Requests for payment should be made allowing approximately thirty (30) days to receive the Grant funds. The request for payment shall not exceed the eligible costs incurred and approved in writing by the Department.
- d) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment.

8) Records, Inspections and Reports.

Section 8 shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "Records"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the term of this Agreement.
- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the term of this Agreement. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as the Department determines to be necessary, in its sole discretion.
- iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of any contractors and subrecipients related to the Project for three (3) years following the term of this Agreement.

b) Inspections. During the term of this Agreement and for a period of three (3) years following the term of this Agreement, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement.

c) Reports.

- i) On January 1, April 1, July 1, and October 1 of each year, commencing on the Effective Date and continuing until the Department accepts the Final Report described in Section 8(c)(ii), Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the

Department. The interim progress reports shall contain such information as the Department reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.

- ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**"), in a manner and form to be determined by the Department, that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain a disbursement report that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
- iii) If any portion of the Grant is secured by collateral for the benefit of the Department (the "**Collateral**") or is used to fund a loan to a subrecipient (a "**Loan**") and the Department maintains an interest in such Loan, Grantee shall submit annual reports, in a manner and form to be determined by the Department, for the term of this Agreement.
- iv) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies; Termination.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the Project Description; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; (v) the failure to obtain the Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion; or (vii) a default by Grantee in any other agreement with the Department that remains uncured beyond any applicable notice and cure provisions therein.
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.
- c) In the event of termination by the Department:
  - i) The Department may withhold disbursement of Grant funds and Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
  - ii) The Department may demand repayment from Grantee of any portion of the Grant funds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and

- iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
  - d) In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.
  - e) Grantee agrees to return any unexpended Grant funds to the Department upon termination of the Agreement, whether the termination is due to default, completion of the Project, expiration of the Agreement, or for any other reason.
- 10) Grantee's Certifications. Grantee certifies that:
- a) Grantee is a Local Government, a group of Local Governments, a Community Development Organization, or a Community Development Financial Institution and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
  - b) This Agreement has been duly authorized, executed, and delivered by Grantee, and is the valid and legally binding act and agreement of Grantee.
  - c) Regarding conflicts of interest:
    - i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an **"Interested Person"**), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant.
    - ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting.
    - iii) Grantee shall establish and follow a written conflict of interest policy (the **"Conflict of Interest Policy"**) that, at a minimum, must include the requirement set forth in Section 10(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee's Conflict of Interest Policy.
  - d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
  - e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, State, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
  - f) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
  - g) If Grantee is not a Local Government, Grantee makes the following certifications:

- i) Grantee is in good standing with the Maryland State Department of Assessments and Taxation and shall provide evidence of such status upon request.
- ii) Grantee is in compliance with §19-105 of the Business Regulation Article and COMAR 24.01.07 (together, the “**Corporate Diversity Act**”) and has provided the Department with (1) an affidavit (“**Affidavit**”) attesting that Grantee is not required to submit the corporate diversity addendum (the “**Addendum**”) described by the Corporate Diversity Act; or (2) an Affidavit and Addendum that certifies Grantee meets at least thirty-three percent (33%) of the diversity indicators listed in the Addendum. Grantee shall keep complete and accurate records supporting the facts in the Addendum or the Affidavit, as applicable, for a period of five (5) years from the date of this Agreement. If any representation made by Grantee in the Addendum or the Affidavit is false when made, the Department may cancel the Grant in whole or in part, require repayment of the Grant, or seek any other remedy available by law. Capitalized terms used in this paragraph but not defined in the Agreement shall have the meanings set forth in the Corporate Diversity Act.
- iii) Grantee is in compliance with the Maryland Solicitations Act (the “**Solicitations Act**”), including maintaining its registration as a charitable organization with the Office of the Secretary of State if required by the Solicitations Act.

11) Environmental Certification and Lead Paint. In connection with the ownership, lease, rehabilitation, construction, operation or demolition of the Property:

- a) Grantee represents, warrants, and covenants that, other than as disclosed to the Department in writing prior to the Effective Date, there are no known hazardous materials located on the Property, that it will not cause or knowingly allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property, and that to the best of its knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations. De minimis amounts of household cleaning supplies, office supplies and petroleum-based products used in the ordinary course of operating the Property and which are stored and disposed of in accordance with applicable laws are not considered hazardous materials.
- b) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.

12) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project or the Property, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.

13) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 12 of this Agreement, including reasonable attorneys' fees, shall be immediately and without notice due and payable by Grantee to the Department, except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall include costs incurred as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation



to indemnify the Department shall survive the term of this Agreement. If Grantee is a Local Government, any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement exists only to the extent permitted by law and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time, and is not to be deemed as a waiver of any immunity that may exist in any action against a local government for its officers, agents, volunteers and employees.

14) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.

- a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs or activities.
- b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
  - i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - ii) Title VIII of the Civil Rights Act of 1968, as amended;
  - iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;
  - iv) The Department's Minority Business Enterprise Program, as amended;
  - v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;
  - vi) The Fair Housing Amendments Act of 1988, as amended; and
  - vii) The Americans with Disabilities Act of 1990, as amended.

15) Non-Sectarian Certifications.

- a) Other than as disclosed to the Department in writing, Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.
- b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Insurance.

- a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.
  - b) Grantee shall determine whether the Property is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Property is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.
  - c) Grantee shall require, or shall cause any subrecipients to require, the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts satisfactory to the Department.
  - d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
  - e) To the extent required by the Department, insurance coverage shall be in force prior to the disbursement of the Grant funds and shall contain terms and coverages satisfactory to the Department.
  - f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as lender's loss payable and additional insured.
  - g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies.
  - h) If Grantee is a Local Government, or is otherwise approved by the Department, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to the Department.
- 17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a) Communications to the Department shall be mailed to:

Department of Housing and Community Development  
Division of Neighborhood Revitalization  
7800 Harkins Road  
Lanham, Maryland 20706  
Attention: Community Legacy Program

with a copy to:

Office of the Attorney General  
7800 Harkins Road  
Lanham, Maryland 20706  
Attention: Division of Neighborhood Revitalization

- b) Communications to Grantee shall be mailed to:

Mayor and City Council of Cumberland, Maryland  
57 North Liberty Street  
Cumberland, MD 21502  
Attention: Mrs. Ruth Davis-Rogers

- 18) Amendment. Other than modifications that are explicitly identified in this Agreement as modifications the Department may approve by providing written notice to the Grantee, this Agreement may not be amended except by a written instrument executed by the Department and Grantee.
- 19) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
- 20) Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.
- 21) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 22) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 23) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
- 24) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the Effective Date and shall continue in full force and effect until the later of (a) the Department close out of the Project in accordance with its procedures for closing out projects; (b) the final satisfaction of any Loan proceeds or obligations regarding any Collateral; or (c) the expiration of the period of time the Department requires a particular use of the Property, if any such restriction is set forth on Exhibit A - CL-2024-Cumberland-00226. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.
- 25) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 26) Delay Does Not Constitute Waiver. No failure or delay of the Department or the Grantee to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department or the Grantee from exercising any right, power or remedy at any later time or times.
- 27) Technical Assistance. If the Project is not being completed or performed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a

default, the Department may require that Grantee accept technical assistance the Department determines is necessary for the Project to proceed in a manner acceptable to the Department.

- 28) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.
- 29) Ceremonies. In the event that Grantee holds any ribbon-cutting, dedication, or ground-breaking ceremonies, or any other similar event to commemorate the Project, Grantee shall send notice of such event to the Department as soon as is practicable in order to allow the Department the option of sending a representative to attend the ceremony.
- 30) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the "PIA"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure, the location of such information (for example, document name) and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.
- 31) **CONFESSION OF JUDGMENT. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT (THE "HOLDER"), AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON.**

**THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF REASONABLE ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.**

**EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.**

**THIS SECTION 31 SHALL NOT APPLY TO LOCAL GOVERNMENTS.**

[Remainder Of Page Intentionally Left Blank]

WITNESS the hands and seals of the Department and the Grantee, with the specific intention of creating a document under seal.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL OF CUMBERLAND,  
MARYLAND**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: The Honorable Raymond Morriss

Title: Mayor

**DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT, a principal  
department of the State of Maryland**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: Jacob R. Day

Title: Secretary

\_\_\_\_\_  
Date Executed on behalf of the Department/  
Effective Date

Approved for form and  
Legal sufficiency

\_\_\_\_\_  
Assistant Attorney General

**Exhibits:**

Exhibit A - Project Description, Additional Information, and Special Conditions

Exhibit B - Project Budget

Exhibit C - Project Schedule

**EXHIBIT A - CL-2024-Cumberland-00226**  
**PROJECT DESCRIPTION, ADDITIONAL INFORMATION, AND SPECIAL CONDITIONS**

**Project Name:**

Choose Cumberland Relocation and Renovation Package

**1. Project Description:**

Implement a relocation package to attract remote workers to live inside of the city limits.

**2. Project Address(es):**

Various addresses within the City of Cumberland's Sustainable Communities designation.

**3. Additional Information:**

Home renovation incentive grants of \$10,000 for individuals relocating to the City of Cumberland.

**4. Additional Financing (Evidence and Use of Funding Sources):**

Community Legacy will contribute \$100,000 towards new homebuyer renovations/improvements. The City of Cumberland will contribute \$200,000 through a relocation package for new residents and homebuyer match. Total Project Cost: \$300,000.

**5. Special Conditions:**

**EXHIBIT B - CL-2024-Cumberland-00226  
PROJECT BUDGET**

**Project Name:**  
Choose Cumberland Relocation and Renovation Package

USE OF FUNDS BY ACTIVITY	AWARD FUNDS		OTHER SOURCES OF FUNDS			TOTALS BY ACTIVITY
	Capital Amount	Operating Amount	Applicant's Contribution	Name(s) of Other Source(s)	Other Source Amount	
Site Pre-Dev: Acquisition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Arch/Eng Design	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Demolition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Infrastructure	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Stabilization	\$0	\$0	\$0		\$0	\$0
Site Dev: New Construction	\$0	\$0	\$0		\$0	\$0
Site Dev: Rehabilitation/ Renovation	\$100,000	\$0	\$0	Applicant	\$100,000	\$200,000
Operations: Studies and Planning	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (Cash)	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (In-Kind)	\$0	\$0	\$0		\$0	\$0
Other (a): Relocation Award Paid for by City of Cumberland	\$0	\$0	\$100,000	City of Cumberland	\$0	\$100,000
Other (b):	\$0	\$0	\$0		\$0	\$0
Other (c):	\$0	\$0	\$0		\$0	\$0
Other (d):	\$0	\$0	\$0		\$0	\$0
<b>TOTALS:</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$100,000</b>		<b>\$100,000</b>	<b>\$300,000</b>

**Total Award: \$100,000**  
**Total Project Cost: \$300,000**





**File Attachments for Item:**

. 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 -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,432

DATE: March 19, 2024

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

THAT, the property located at 522 Washington Street (Tax No. 06-021999), owned by William and Mounia Valois is hereby granted a one-time Historic District Property Tax Credit based on total eligible project costs of One Hundred Five Thousand Eight Hundred Dollars and No Cents (\$105,800.00) as follows:

1. Real Estate Property Tax Credit - in the amount of Ten Thousand Five Hundred Eighty Dollars and No Cents (\$10,580.00) will be utilized to offset the annual tax bill for a total of five (5) years until exhausted, commencing with the July 2024 tax bill. Any credit remaining after the five year period will expire.;
2. Property Tax Assessment Freeze is applicable for two years for this project since the ratio of the project investment verses the pre-improvement value of Four Hundred Fifty Eight Thousand One Hundred Thirty Three Dollars and No Cents (\$458,133.00) is 23%.
3. The effective tax year to when these incentives should be applied is 2024/2025, since the project was completed in the 2023/2024 tax year.

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**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: 3/19/24

Key Staff Contact:

Item Title: HISTORIC PRESERVATION  
TAX CREDIT 522 WASHINGTON ST.

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

SEE ATTACHED

*Amount of Award:*

*Budget number:*

*Grant, bond, etc. reference:*

## Historic District Tax Incentive Program

By Ruth Davis - Rogers

522 Washington Street

William and Mounia Valois

Tax Account #: 06-021999

A Historic District Tax Incentive Application has been received from the owners of the property located at 522 Washington Street. Based on research, calculations (within the allowable two-year project time period), and materials received, I would like to make the following recommendation:

- ❖ City of Cumberland property tax credit recommended in the amount of \$10,580.00 (10% of total eligible project costs of \$105,800.00). The credit will be applied to real estate property taxes and is valid for a total of five years unless exhausted. Any credits remaining after that time will expire.
- ❖ Due to the fact the ratio of the project investment versus the pre-improvement value of \$458,133.00 is 23% the property tax assessment freeze is applicable for two years.

**File Attachments for Item:**

. 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 -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,433

DATE: March 19, 2024

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

THAT, the property located at 514 Washington Street (Tax No. 06-016596), owned by Christopher Sloan and Christina Elson is hereby granted a one-time Historic District Property Tax Credit based on total eligible project costs of Twenty Five Thousand Three Hundred Twelve Dollars and No Cents (\$25,312.00) as follows:

1. Real Estate Property Tax Credit - in the amount of Two Thousand Five Hundred Thirty One Dollars and No Cents (\$2,531.00) will be utilized to offset the annual tax bill for a total of five (5) years until exhausted, commencing with the July 2024 tax bill. Any credit remaining after the five year period will expire;
2. Property Tax Assessment Freeze is not applicable for this project since the ratio of the project investment verses the pre-improvement value of Four Hundred Twenty Nine Thousand Seven Hundred Thirty Three Dollars and No Cents (\$429,733.00) is 6%.
3. The effective tax year to when these incentives should be applied is 2024/2025, since the project was completed in the 2023/2024 tax year.

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**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: 3/19/24

Key Staff Contact: Yvonne Davis-Rogers

Item Title: HISTORIC PRESERVATION TAX CREDIT

514 WASHINGTON STREET

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

SEE ATTACHED

Amount of Award:

Budget number:

Grant, bond, etc. reference:



## Historic District Tax Incentive Program

By Ruth Davis - Rogers

514 Washington Street

Christopher Sloan

Christina Elson

Tax Account #: 06-016596

A Historic District Tax Incentive Application has been received from the owners of the property located at 514 Washington Street. Based on research, calculations (within the allowable two-year project time period), and materials received, I would like to make the following recommendation:

- ❖ City of Cumberland property tax credit recommended in the amount of \$2,531.00 (10% of total eligible project costs of \$25,312.00). The credit will be applied to real estate property taxes and is valid for a total of five years unless exhausted. Any credits remaining after that time will expire.
- ❖ Due to the fact the ratio of the project investment versus the pre-improvement value of \$429,733.00 is 6%, it does not meet the requirements to qualify for a tax assessment freeze.

**File Attachments for Item:**

. 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 -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 27,434

DATE: March 19, 2024

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

THAT, the property located at 505 Washington Street (Tax No. 06-029590), owned by Michael and Nancy Armiento is hereby granted a one-time Historic District Property Tax Credit based on total eligible project costs of Seventy Nine Thousand Two Hundred Dollars and No Cents (\$79,200.00) as follows:

1. Real Estate Property Tax Credit - in the amount of Seven Thousand Nine Hundred Twenty Dollars and No Cents (\$7,920.00) will be utilized to offset the annual tax bill for a total of five (5) years until exhausted, commencing with the July 2024 tax bill. Any credit remaining after the five year period will expire;
2. Property Tax Assessment Freeze is applicable for one year for this project since the ratio of the project investment verses the pre-improvement value of Four Hundred Eighty Five Thousand Seven Hundred Dollars and No Cents (\$485,700.00) is 16%.
3. The effective tax year to when these incentives should be applied is 2024/2025, since the project was completed in the 2023/2024 tax year.

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**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: 3/19/24

Key Staff Contact: RUTH DAVIS-RODGERS

Item Title: HISTORIC PRESERVATION TAX CREDIT / 505 WASHINGTON STREET

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

SEE ATTACHED

**Amount of Award:**

**Budget number:**

**Grant, bond, etc. reference:**

## **Historic District Tax Incentive Program**

**By Ruth Davis - Rogers**

**505 Washington Street**

**Michael and Nancy Armiento**

**Tax Account #: 06-029590**

A Historic District Tax Incentive Application has been received from the owners of the property located at 505 Washington Street. Based on research, calculations (within the allowable two-year project time period), and materials received, I would like to make the following recommendation:

- ❖ City of Cumberland property tax credit recommended in the amount of \$7,920.00 (10% of total eligible project costs of \$79,200.00). The credit will be applied to real estate property taxes and is valid for a total of five years unless exhausted. Any credits remaining after that time will expire.
- ❖ Due to the fact the ratio of the project investment versus the pre-improvement value of \$485,700.00 is 16% the property tax assessment freeze is applicable for one year.

**File Attachments for Item:**

. 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

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

ORDER NO. 27,435

DATE: March 19, 2024

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

THAT, the Mayor be and is hereby authorized to execute a Cost-Share Agreement between the Maryland Department of Transportation, State Highway Administration (MDOT-SHA) and the City of Cumberland 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 Two Hundred Fifty One Thousand Nine Hundred Forty Three Dollars and Sixty Cents (\$251,943.60), which is 20% of the total estimated cost of One Million Two Hundred Fifty Nine Thousand Seven Hundred Eighteen Dollars and No Cents (\$1,259,718.00).

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**Raymond M. Morriss, Mayor**

Budget: 115.099B.63000  
Federal Grant Program; City Funds

# Council Agenda Summary

Meeting Date: 3/19/2024

Key Staff Contact: Robert Smith, PE

***Item Title:***

Cost Share Agreement with MDOT SHA for Engineering Services for the Replacement of Bridge No. A-C-09 on Cumberland Street Over CSXT Railway

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

The City would like to enter into a cost share agreement with MDOT SHA to provide Engineering Services related to the City Project 8-18-BR, Replacement of Bridge A-C-09 Cumberland Street Over CSXT Railway. The City's cost share portion estimated at \$251,943.60, which is 20% of the total estimated cost of \$1,259,718.00

***Amount of Award:*** \$251,943.60

***Budget number:*** 115.099B.63000

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



**MDOT** MARYLAND DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY ADMINISTRATION**

**COST SHARING AGREEMENT**

**Purpose: Documentation of Costs for Services Provided on Behalf of Counties, Municipalities and Others.**

Description of work:

For SHA to provide engineering services for the replacement of Bridge No. A-C-09  
On Cumberland Street over CSXT Railway in Cumberland, Allegany County

1. I, Robert Smith, P.E., City Engineer,  
**Name Title Date**  
Being authorized to act on behalf of Mayor & City Council of Cumberland  
**Name of County, Municipality or Other Party**  
Billing address: 57 N. Liberty Street  
Cumberland, MD 21502

**Do assure that:**

2. The requesting organization does not have adequate forces to perform this service and requests the State Highway Administration to: (check one)
- a.  Manage the entire project.
  - b.  Provide services as described above or in the supplemental Attachment A.
3. A written agreement exists between the Maryland Department of Transportation State Highway Administration and the requesting organization, which agreement clearly indicates responsibility for project costs. (If no agreement exists, proceed to 4 and 4a. or 4b.)
- Date of Agreement: \_\_\_\_\_  
or  
Date of Master Agreement: February 1, 2018  
and  
Date of Supplemental Letter: March 20, 2023
4. The total estimated costs of this project; \$ 1,259,718, which includes the payroll fringe benefit expenses on direct labor and the Administrative and General Overhead Expenses at the prevailing rates, will be invoiced at (check one)
- a.  20 % of the total actual cost of this project—not to exceed the estimated total cost by more than 15% without prior notification and agreement.
  - or
  - b.  not to exceed \$ \_\_\_\_\_

**COST SHARING AGREEMENT**

- 5. Estimated funds are available and will be paid by the requesting organization, other than Counties, Municipalities and other State Agencies:
  - By advance deposit for the total estimated costs. Refunds to the advance deposit will be issued at the completion of the project.
  
- 6. Estimated funds are available and will be paid by the Counties, Municipalities and other State Agencies (check one):
  - a.  By payment of all costs expended to date within 30 days of receipt of SHA’s progress billings.
  
  - b.  By payment of all costs in excess of federal recovery either as an advance deposit or 30 days of receipt of MDOT SHA’s progress billings
  
- 7. Requesting organizations (including other State Agencies) other than Counties and Municipalities will be billed monthly.
  
- 8. Counties and Municipalities will be billed as follows:
  - A project/local share which does not exceed \$60,000 will be billed quarterly
  - A project/local share which exceeds \$60,000 will be billed monthly.
  
- 9. Should the County or Municipality default in remitting payment to the State for their portion of the work, their Highway User Revenue Funds will be reduced accordingly.
  
- 10. Costs incurred in excess of the advance deposit, if applicable, will be billed monthly.
  
- 11. This agreement supersedes the agreement dated 10/13/2022.

_____	_____	_____	_____
Authorized Representative of Requesting Organization	Date	District Engineer or Senior Manager	Date

**PROJECT COST DERIVATION WORKSHEET**

PROJECT NUMBER: AL504C21  
PROJECT DESCRIPTION: Cumberland City - Cumberland St  
DATE: 2/27/2024

**PRELIMINARY ENGINEERING**

PREVIOUSLY APPROVED COSTS:	\$1,141,228.00
MDOT SHA STAFF REVIEW AND DESIGN COSTS:	\$25,000.00
PAYROLL BURDEN FOR FRINGE BENEFITS FOR SHA STAFF (82.40%):	\$20,600.00
CONSULTANT DESIGN COSTS:	\$72,889.12
<hr/>	
TOTAL PROJECT COST:	\$1,259,718.00
20% Local Government Share:	\$251,943.60
80% FEDERAL BR/BH AID SHARE:	\$1,007,774.40

PE PAYROLL BURDEN: 82.40%  
PE OVERHEAD: 7.87%

**Cumberland City: Bridge No. AC09 - Cumberland Street over CSXT Railroad (AL504C21)**

**WORK ORDER HISTORY**

WORK ORDER	TASK ORDER NO.	DATE	MDOT SHA STAFF REVIEW COSTS	PAYROLL BURDEN FOR FRINGE BENEFITS FOR SHA STAFF %	PAYROLL BURDEN FOR FRINGE BENEFITS FOR SHA STAFF	CONSULTANT DESIGN COSTS	ADMINISTRATIVE AND GENERAL OVERHEAD COSTS (7.87%*) *0% FOR LG PROJECTS	TOTAL PROJECT COST	20% LOCAL GOVERNMENT SHARE	80% FEDERAL BR/BH AID SHARE
ORIGINAL	BCS 2014-21G Task 3	03/13/2019	\$15,000.00	74.02%	\$ 11,103.00	\$ 468,751.94	\$0.00	\$494,855.00	\$98,971.00	\$395,884.00
EWO 1	BCS 2014-21G Task 3	03/26/2022	\$0.00	72.67%	\$ -	\$ 529,210.00	\$0.00	\$529,210.00	\$105,842.00	\$423,368.00
EWO 2	BCS 2014-21B Task 32	10/13/2022	\$0.00	72.67%	\$ -	\$ 25,163.11	\$0.00	\$25,163.00	\$5,032.60	\$20,130.40
EWO 3	BCS 2020-06D Task 15	02/13/2024	\$0.00	82.40%	\$ -	\$ 91,999.99	\$0.00	\$92,000.00	\$18,400.00	\$73,600.00
<b>EWO 4</b>	<b>BCS 2020-06D Task 15</b>	<b>02/27/2024</b>	<b>\$25,000.00</b>	<b>82.40%</b>	<b>\$ 20,600.00</b>	<b>\$ 72,889.12</b>	<b>\$0.00</b>	<b>\$118,490.00</b>	<b>\$23,698.00</b>	<b>\$94,792.00</b>
							<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
							<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
							<b>TOTAL</b>	<b>\$1,259,718.00</b>	<b>\$251,943.60</b>	<b>\$1,007,774.40</b>