



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Seth D. Bernard
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilwoman Laurie P. Marchini

City Administrator Jeffrey D. Rhodes
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

AGENDA

M&CC Public Meeting
Via Video-conference

DATE: December 15, 2020

OPEN SESSION - 6:15 PM

To view this meeting live, go to the City's website at www.ci.cumberland.md.us and access the public meetings link under the Government tab, or go to Facebook and access the page: Cumberland City Hall Livestream.

To provide public comment during this video conference, go to <https://zoom.us> and enter the following:

Use Meeting ID (825 8961 9294) Passcode (350593)

To join by phone dial: (+1 301 715 8592); Meeting ID (825 8961 9294) Passcode (380593)

Citizens wishing to speak will be placed in a waiting room and will be called upon at the appropriate time.

Roll Call

Director's Reports

(A) Public Works

1. Maintenance Division monthly report for November, 2020

(B) Police

1. Police Department monthly report for November, 2020

(C) Utilities - Flood, Water, Sewer

1. Utilities Division Flood/Water/Sewer monthly report for November, 2020

Approval of Minutes

1. Approval of the Closed Session Minutes of September 22 and October 6, 2020

Public Hearings

1. Public Hearing to receive comments on the 2019 Consolidated Annual Performance and Evaluation Report (CAPER) for the City's Community Development Block Grant (CDBG) Program

Unfinished Business

(A) Ordinances

1. Ordinance No. 3880 (*2nd and 3rd readings*) - authorizing a Zoning Map Amendment (ZMA #20-02) to rezone five (5) parcels at the intersection of Maple Street and East Oldtown Road to correct a mistake in their zoning designation. The subject tracts are currently zoned "Local Business" and the correct designation should be "Urban Residential."

New Business

(A) Resolutions

1. Resolution R2020-07 - authorizing certain businesses located in the Gateway Enterprise Zone to receive tax credits for the 2021-2022 tax year

(B) Ordinances

1. Ordinance 3881 (*1st reading*) - authorizing the issuance and sale of general obligation bonds and bond anticipation notes each in an aggregate principal amount not to exceed \$4,525,000, and general obligation refunding bonds to finance or refinance costs of projects authorized for debt funding in the FY 2021 budget
2. Ordinance No. 3882 (*1st reading*) - authorizing the issuance and sale of (1) general obligation refunding bonds in an aggregate principal amount not to exceed \$42,260,000 to refund in whole or in part (A) the City's outstanding 2011 through 2019 Community Development Administration (CDA) loans and (B) certain other outstanding general obligation bonds, and (2) general obligation bonds to subsequently refund any general obligation refunding bonds identified in (1) that are actually issued

(C) Orders (Consent Agenda)

1. Order 26,739 - approving an amendment to the Community Development Block Grant (CDBG) Program to reduce funding to the 2020 Targeted City Foot and Bike Patrol Project by \$84.00, bringing the total 2020 CDBG allocation to \$809,458
2. Order 26,740 - declaring 884 Sperry Terrace to be surplus property and stating the City's intent to transfer the property to Harold P. and Ann V. Atkins for the amount of \$9,200
3. Order 26,741 - approving budget appropriations and transfers for fiscal year 2019-2020
4. Order 26,742 - accepting the sole source proposal from SADA Systems, Inc., to provide a G Suite Enterprise Account for the City's use of Google mail and Google applications for a term of three (3) years, effective December 6, 2020 through December 6, 2023, in the amount not-to-exceed \$65,512.20

- [5.](#) Order 26,743 - authorizing execution of a third Amendment to Purchase Agreement with Allegany Junction Limited Partnership regarding the sale of land located at 100 Reynolds Street, to allow for two (2) additional 30-day closing extensions
- [6.](#) Order 26,744 - authorizing execution of a Certificate of Satisfaction acknowledging that the Deed of Trust made by Rebecca Dorothy D. Jackson to the City, dated march 10, 2008 (Deed Book 1478, Page 139) pertaining to 10 Decatur Street has been fully paid and the lien is therefore released
- [7.](#) Order 26,745 - authorizing execution of a Grant Agreement on behalf of the Downtown Development Commission with Maryland Heritage Areas Authority to accept \$20,000 in grant funding for the Baltimore Street Access Project (12-16-M), with the condition that the City provides matching funding for the full cost of the grant
- [8.](#) [Order](#) 26,746 - accepting the sole source proposal from Stryker Medical to provide three (3) LUCAS mechanical CPR devices w/ annual service agreement and two (2) Life-Pak 1500 cardiac monitor/defibrillators with annual service agreement for a cost not-to-exceed \$107,476.94. Funding for this equipment will be provided through CARES Act funding.
- [9.](#) [Order](#) 26,747 - authorizing the Fire Chief to accept a MD Institute for Emergency Medical Services Systems (MIEMSS) Grant in the amount of up to \$17,120.86 for two (2) Life-Pak 1500 cardiac monitor/defibrillators, to be purchased on a sole source basis from Stryker Medical, with the intent that UPMC Western MD will be gifting/reimbursing the City for approximately \$20,373.38, which is the balance of the cost

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Maintenance Division monthly report for November, 2020

MAINTENANCE DIVISION REPORT
November 2020

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
NOVEMBER 2020**

- POTHoles AND COMPLAINTS
 - Potholed 11 streets and 2 alleys using 8.5 tons of hot mix asphalt
- UTILITY HOLES
 - Completed 2 asphalt (8.5 tons) utility holes for the Sewer Dept.
- ANNUAL LEAF PICK-UP
 - Picked up 41 loads of leaves & transported to County Compost Site
- TRAFFIC CONTROL SIGNS/STREET NAME SIGNS
 - Installed/Repaired 23 traffic control signs
 - Installed/Repaired 4 Street Name signs
 - Installed/Removed 2 Handicap Parking signs
 - Painted 2 curbs red
 - Painted 1 curb blue
- STREET SWEEPING
 - 567 miles
 - 61 loads
- MISCELLANEOUS
 - Completed 19 Work Orders
 - Setup traffic control for various job sites
 - Cleaned & disinfected trucks & equipment
 - Cleaned Underpass, McMullen Bridge, Washington St Bridge, Fayette St Bridge, Cumberland St Bridge & Welch Ave. drainage ditch 4 times.
 - Picked up 4 dead animals
 - Picked up trash/discarded items on 3 occasions
 - Cleaned & disinfected Municipal Center shop & offices multiple times daily
 - Prepared trucks for snow removal season
 - Cut down, transported & erected City Christmas Tree
 - Repaired guard rail @ 1710 Frederick St
 - Trimmed or removed trees & brush in many areas

STREET MAINTENANCE - NOVEMBER 2020		11/2-11/6	11/9-11/13	11/16-11/20	11/23-11/25	11/30	TOTAL
SERVICE REQUEST COMPLETED		4	9	2	4	0	19
ASPHALT PROJECTS	TONS						0
PAVING PERFORMED	TONS						0
CONCRETE WORK	CY						0
UTILITY HOLES REPAIRED	WATER						0
	SEWER		1	1			2
	CY						0
	TONS		4t	4.5t			8.5t
POTHoles FILLED	STREETS		7		4		11
	ALLEYS		2				2
	DAYS		3				3
	Cold Mix						0
	TONS		5.5t		2t		7.5t
PERMANENT PATCH	CY						0
	TONS						0
COMPLAINTS COMPLETED							0
	CY						0
	TONS						0
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED		12	1		10		23
STREET NAME SIGNS REPAIRED/INSTALLED		4					4
HANDICAPPED SIGNS REPAIRED/INSTALLED/REMOVED							0
		1					1
		1					1
PAINTING PERFORMED	BLUE	1					1
	YELLOW						0
	RED	2					2
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	LOADS	18	20	19	0	4	61
	Miles	122	174	220	0	51	567
SWEEPER DUMPS HAULED TO LANDFILL	TONS	14.3t	1.1t	10.2t			25.6t
SALT BARRELLS - PICK UP, FILL	DAYS		2				2
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1		4
CLEAN SNOW EQUIPMENT	Days						0
BRUSH REMOVAL/TREE WORK	Areas	2	1	3	3		9
Check Drains/Clean Debris	DAYS					1	1
LEAF PICK UP	Loads	8	1	18	14	0	41

Setup traffic control for various job sites

Picked up trash/discarded furniture on 3 different occasions

Picked up 4 dead animals

Attached plows & spreaders to dump trucks for snow removal

Repaired guard rail @ 1710 Frederick St

Cleaned & disinfected trucks and equipment

Cleaned & disinfected Municipal Center shop & offices multiple times daily

Cut down, transported and erected City Christmas Tree

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
NOVEMBER 2020**

- Constitution Park , Mason's Complex and Area Parklets
 - Cleaned up garbage 3 times a week
 - Power-washed tennis courts @ Constitution Park
 - Mowed & trimmed @ Mason's Complex 8 days
 - Mowed & trimmed parklets 4 days

- Ball Fields
 - Nonneman Field
 - Mowed 1 time
 - JC Field
 - Mowed 1 time
 - Abrams Field
 - Mowed 1 time
 - Galaxy Soccer Field
 - Mowed 1 time
 - Bowers Field
 - Mowed 2 times

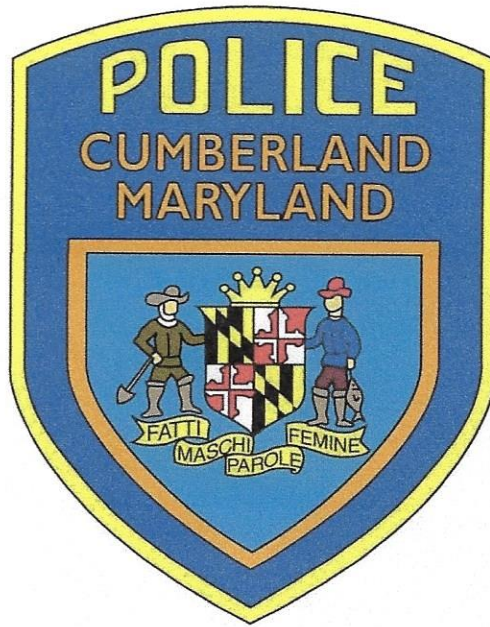
- Miscellaneous Work
 - Performed basic housekeeping @ Municipal Building
 - Cleaned, disinfected the Craft House & Activities Building
 - Prepared feed & bedding for ducks & geese @ the Duck Pond
 - Winterized the bathrooms @ all parks
 - Picked up barrels to be used as trash cans
 - Planted several trees @ Constitution Park
 - Cut & removed several trees @ Constitution Park
 - Picked-up hanging flower baskets from downtown & stored them @ Municipal Center
 - Began maintaining Mason's Complex areas that were previously under construction

**Fleet Maintenance
November 2020**

Total Fleet Maintenance Projects	110
Central Services	2
Community Development	0
DDC	0
Engineering	0
Fire	4
Flood	1
MPA	0
P & R Maintenance	4
Police	22
Public Works	0
Sewer	3
Snow Removal	0
Street Maintenance	37
Vehicle Maintenance	10
Water Distribution	17
Water Filtration	0
WWTP	0
Scheduled Preventive Maintenance	7
Service Calls	3
 Total Work Orders Submitted	 13
 Risk Management Claims	 0
 Fork Lift Inspections	 0

File Attachments for Item:

. Police Department monthly report for November, 2020



City of Cumberland Department of Police

Monthly Report
November 2020



City of Cumberland Department of Police

Monthly Report

November 2020

Part 1 Crimes for the Month

	2019	2020		2019	2020		2019	2020		2019	2020
Aggravated Assaults	5	7	B & E (All)	17	9	Murder	0	0	Rape	1	1
Robbery	1	6	Theft - Felony	4	1	Theft - Vehicle	3	2			

Selected Criminal Complaints for the Month

	2019	2020		2019	2020		2019	2020		2019	2020
Theft - Misdemeanor	7	13	Theft - Petty	28	25	Domestic Assaults	16	17	CDS	54	48
Disturbances	160	154	DOP/Vandalism	20	23	Indecent Exposure	1	3	Sex Off - Other	3	3
Suicide	0	0	Suicide - Attmpt.	1	0	Tampering M/V	0	0	Abuse - Child	1	0
Trespassing	17	33	Assault on Police	3	5	Assault Other	17	32			

Selected Miscellenous Incidents for the Month

	2019	2020		2019	2020		2019	2020		2019	2020
Alcohol Volations	4	0	Juvenile Compl.	24	31	Missing Persons	10	2	School Resource	153	181
School Threat	1	0	Sex Off. Regist.	11	9	Truancy	3	6	Death Investigation	3	8

Selected Traffic Incidents for the Month

	2019	2020		2019	2020		2019	2020		2019	2020
DWI	12	10	Hit & Run	13	21	M/V Crash	65	56	Traffic Stop	364	156

Selected Service Calls for the Month

	2019	2020		2019	2020		2019	2020		2019	2020
Alarms	47	51	Assist Motorist	31	26	Check Well-Being	96	99	Foot Patrol	40	24
Assist Other Agency	95	58	Bike Patrol	0	0	Special Events	8	4	Suspicious Activity	65	42

Current Incident Status for the Month

	2019	2020		2019	2020		2019	2020		2019	2020
Open	43	127	Arrest	267	192	Closed	1802	1969	Suspended	44	39



City of Cumberland Department of Police

Monthly Report

November 2020

Arrests Totals for the Month

	2019	2020		2019	2020		2019	2020		2019	2020
M/V Citations	64	30	M/V SERO	2	5	M/V Warnings	300	125	Arrest on View Adult	39	43
Arrest On Crim. Cit.	13	19	Arrest Summons	34	26	Arrest Warrant Adult	62	39	Adult Crim.	153	133
Arrest Summon (Chrg)	23	23	Arrest Warrant (Chrg)	12	13	Juvenile Crim.	25	17	Arrest on View Juv	22	16
Arrest Warrant JUV	0	1	Emer. Petition	47	46	Fingerprinting	0	0	RunAway & Miss Per.	7	3
Civil Citation	8	1									

Total Incidents Reported :

2019	2020
2,156	2,327

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

NOVEMBER 2020

SWORN PERSONNEL: 48 SWON OFFICERS

Administration	6 officers
Squad D1	9 officers
Squad N1	8 officers
Squad D2	8 officers
Squad N2	8 officers
C3I/C3IN	5 officers
School Resource	1 officers
Academy	3 recruits

CIVILIAN EMPLOYEES: 6 full time, 10 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
CPD Records Clerk	1 part time
Safe Streets 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 part time**
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
Code Enforcement	3 part time

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 550.25

COMP TIME USED: 167

SICK TIME USED: 811

YEAR TO DATE (beginning 07/01/20): 3,946.75

YEAR TO DATE (beginning 07/01/20): 970.25

YEAR TO DATE (beginning 07/01/20): 1423.50

OVERTIME REPORT

OVERTIME WORKED: 138.25

HOSPITAL SECURITY: 98.5

COURT TIME WORKED: 204.5

YEAR TO DATE (beginning 07/01/20): 1112

YEAR TO DATE (beginning 07/01/20): 553

YEAR TO DATE (beginning 07/01/20): 429.5

File Attachments for Item:

. Utilities Division Flood/Water/Sewer monthly report for November, 2020

[illegible][illegible]

[illegible]

November 2020 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates

Check sewage regulators

Safety meeting

Perform other maintenance work as required

Mowing

Rt.28 ditch, West Levee ditch, Parklets, Moose & Kelly Blvd., Narrows, Dentist Office

Viaduct, Furlows, Bd. Of Ed., Bullpen, Mill Race.

Rt. 28 Levee, West levee, all fields

Cleaned seepage control boxes

SEWER BRANCH

Calls answered	7
Service lines opened	1
Owner's trouble	6
Traced lines/main	132
Mains Repairs/ Replace	0
Sewer taps installed/replaced	0
Cleaned catch basins	12
Cleanouts installed	0
Televised sewer mains	59 FEET
Televised sewer lines	0
Call outs/ overtime	3 callouts/ 3 hours overtime
Weekly check of overflows, pits	3
Catch basin repair/rebuild	2
Flushed mains	2,025 Feet

Gallons of water used	6,000 Gals.
608 Vac-con truck	4,500 Gals.
605 Flush truck	1,500 Gals.

Safety meeting

Rebuilt 2 Catch Basins @ Wempe Dr.
439 South St. Repaired service line
Clean Service Center Drains
Hydro 1 site (Water)

File Attachments for Item:

1. Approval of the Closed Session Minutes of September 22 and October 6, 2020

Mayor and City Council of Cumberland

Closed Session Minutes

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

Second Floor Conference Room

Tuesday, September 22, 2020, 2:00 p.m.

The Mayor and City Council convened in open session at 2:00 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (7) of the General Provisions Article of the Annotated Code of Maryland to receive legal advice regarding a contractual matter.

MOTION: Motion to enter into Closed Session was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 4-0.

PRESENT: Raymond M. Morriss, President; Council Members Richard Cioni, Eugene Frazier, and Laurie Marchini. Council Member Seth Bernard was absent.

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie A. Woodring, City Clerk; Ken Tressler, Director of Administrative Services; Robert Smith, City Engineer; William Cochran, Cochran Studio; Andrew Fedorko, Greg Elliott, and Steve Seth, EADS Group.

Mayor and City Council of Cumberland

Closed Session Minutes

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

Second Floor Conference Room

Tuesday, October 6, 2020, 5:45 p.m.

The Mayor and City Council convened in open session at 5:45 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b)(9) of the General Provisions Article of the Annotated Code of Maryland to discuss union negotiations regarding the AFSCME collective bargaining agreement.

MOTION: Motion to enter into Closed Session was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 4-0.

PRESENT: Raymond M. Morriss, President; Council Members Seth Bernard, Richard Cioni, and Eugene Frazier. Council Member Laurie Marchini was absent.

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; and Marjorie A. Woodring, City Clerk

File Attachments for Item:

1. Ordinance No. 3880 (*2nd and 3rd readings*) - authorizing a Zoning Map Amendment (ZMA #20-02) to rezone five (5) parcels at the intersection of Maple Street and East Oldtown Road to correct a mistake in their zoning designation. The subject tracts are currently zoned "Local Business" and the correct designation should be "Urban Residential."

ORDINANCE NO. 3880

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP REFERRED TO IN SECTION 25-1 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION) TO CORRECT THE CITY'S OFFICIAL ZONING MAP BY REZONING FIVE (5) PARCELS OF RECORD FROM LOCAL BUSINESS (B-L) TO URBAN RESIDENTIAL (R-U) .

WHEREAS, in connection with staff's research of the potential future development a result of a request for future development on parcels located at the intersection of Maple Street and E. Oldtown Road, staff identified an unintentional error in the zoning designation of five (5) parcels at this location, the said parcels being identified by parcel tax ID number and owner as set forth below, hereinafter referred to as the "Affected Properties".

Parcel ID #:	OWNER'S NAME:
0104029674	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104029682	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104014685	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104050207	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104021614	ALLEGANY COUNTY HABITAT FOR HUMANITY

WHEREAS, the Affected Properties were not included within the Canal Place Historic Preservation District (the

"District") under the terms of the ordinance which created the District, i.e., Ordinance No. 3217 (passed April 2, 1996).

WHEREAS, the City's current Official Zoning Map was adopted under the terms of Ordinance No. 3857, passed August 13, 2019 as an incident to the 2008 Comprehensive Rezoning.

WHEREAS, contrary to Ordinance No. 3217, this version of the Official Zoning Map and, preceding versions thereof, erroneously included the Affected Properties within the District.

WHEREAS, upon the discovery of the mapping error, the Zoning Administrator filed an application with the City's Municipal Planning and Zoning Commission (the "Planning Commission"), requesting that it recommend that the Mayor and City Council order that the Official Zoning Map be amended to correct the error described herein.

WHEREAS, in anticipation of the proceedings before the Planning Commission, City staff prepared a Cumberland Planning Commission Staff Report dated August 10, 2020 (the "Staff Report"), a copy of which is attached hereto as Exhibit A, in support of the Zoning Administrator's application.

WHEREAS, the Staff Report includes findings relative to the matters addressed previously herein as well as those required by section 4-204(b) of the Land Use Article and section 25-440 of the City Zoning Ordinance relative to

population change, the availability of public utilities, present and future transportation patterns, compatibility with existing and proposed development for the area, and the relationship of the proposed amendment to the local jurisdiction's plan.

WHEREAS, as required by sections 2-203(b) and 4-204(b) (5) of the Land Use Article 25-439(b) of the City Zoning Ordinance, the Planning Commission held a public hearing on the matter of the Zoning Administrator's application on September 14, 2020.

WHEREAS, at the conclusion of the aforesaid hearing, the Planning Commission voted 4-0 in favor of recommending that the Mayor and City Council grant the relief sought in the Staff Report, specifically, that the Official Zoning Map be corrected to remove the Affected Properties from the District.

WHEREAS, as required by section 25-439(e) of the City Zoning Ordinance and the applicable provisions of the Land Use Article, the Planning Commission forwarded its recommendations relative to the proposed rezoning to the Mayor and City Council for action.

WHEREAS, as required by sections 203(b) and 4-204 and 4.04(b) (5) of the Land Use Article and Section 25-439(f) of the City Zoning Ordinance, the Mayor and City Council of

Cumberland published notice of the time and place of the public hearing before it on the matter of the rezoning which is the subject of this ordinance together with a summary of the proposed rezoning in *The Cumberland Times News*, a newspaper of general circulation in Allegany County and the City of Cumberland, once each week for two successive weeks with the first notice being provided at least fourteen days before the hearing. The notices were published on October 10, 2020, and November 6, 2020.

WHEREAS, as a public hearing on the proposed rezoning was held before the Mayor and City Council on November 17, 2020, at which public hearing all parties in interest and citizens of the City of Cumberland were permitted to be heard concerning the proposed rezoning.

WHEREAS, having considered the evidence presented, the Mayor and City Council adopted the findings set forth in the Staff Report.

WHEREAS, based upon the foregoing, the Mayor and City Council determined that the application for the rezoning of the Subject Properties should be granted for the reasons set forth in the Staff Report.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the Staff Report attached hereto as

Exhibit B is adopted in its entirety as their findings in regard to the requested rezoning which is the subject of this ordinance, and, consistent therewith, they find that there is a mistake in the City's 2019 Official Zoning Map which needs to be corrected; and

SECTION 2. BE IT FURTHER ORDAINED, that the 2019 Official Zoning Map shall be amended to effect the removal of the Affected Properties from the District; and

SECTION 3. BE IT FURTHER ORDAINED, and staff is directed to revise the Official Zoning Map consistent with the preceding sections of this ordinance; and

SECTION 4. BE IT FURTHER ORDAINED, that this ordinance shall take effect on the eleventh day following the date of its passage.

PASSED this ____ day of _____, 2020.

Raymond M. Morris, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

EXHIBIT A

CUMBERLAND PLANNING COMMISSION STAFF REPORT

ZMA #20-000002: Maple St & E Oldtown Rd Zoning Map Correction

September 14, 2020

Overview:

As a result of a request for future development on parcels located at the intersection of Maple Street and E. Oldtown Road, staff identified an unintentional error in the zoning designation of five (5) parcels at this location. The parcels affected, as identified in the Allegany County Tax Records, are listed below:

Parcel ID #:	OWNER'S NAME:
0104029674	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104029682	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104014685	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104050207	ALLEGANY COUNTY HABITAT FOR HUMANITY
0104021614	ALLEGANY COUNTY HABITAT FOR HUMANITY

These parcels are adjacent to a small section of parcels zoned as Local Business (B-L) to the front and right side, and also adjacent to contiguous parcels zoned as Urban Residential (R-U) to the left and rear, as mapped in the City's Official Zoning Map in the Appendix of this report.

Procedural Status:

Staff identified the error on July 13, 2020 and began research to determine the origin of the zoning map "mistake" and to begin taking the appropriate steps correct the error in the intended zoning designation for the affected parcels. After considerable research and consultation, staff filed a petition for a Zoning Map Amendment (ZMA 20-000002) on August 10, 2020. A copy of the Zoning Map Amendment petition is attached to this report. The petition was scheduled for presentation to the Planning Commission, as well as a public hearing at its September 14, 2020 meeting.

Staff Review:

In researching the Zoning History of parcels in this area, archived drawings aided in tracing the changes in zoning for these parcels in question. The oldest record that was attainable was the City of Cumberland Zoning Maps published in 1945 which reflected changes adopted with Ordinance No. 1776, passed November 27th, 1944, which was the oldest record where the parcels in question were zoned as Residential. These parcels remained zoned as such until the next Official Zoning Map, as adopted through Ordinance No. 1895, passed July 31st, 1950, where it was petitioned to "make Oldtown Road Business from Maryland and Virginia Ave to City Limits". This area, and the parcels in question, has remained zoned as some form of Local Business (B-L) in the last several Official Zoning Maps, published

and adopted in 1964, 1974, 1998, 2003, to present. It can be assumed that this area was original zoned as Local Business to encourage economic stimulus by bringing in more businesses in the area, but to date, there is only one Commercial Business in that area, a Circle K Gas Station. Despite the current zoning designation being “Local Business”, the residing structures in the area are all residential homes, with the exception of the single Gas Station.

Staff Recommendation:

In discussing the area in question with the previous City Planner for the City of Cumberland, David Umling, it was discussed that it was his intention to rezone these parcels to their original designation of Urban Residential, as the surrounding parcels to the side and rear are all residential as well. However, since there has been no pressing urgency or development in that area for some time, it was simply overlooked in the last few Official Zoning Map changes, therefore, considered a “mistake” that should be corrected.

Based on the research conducted and documentation referenced in the Staff Review section of this report, as well as discussion with the previous City Planner for the City of Cumberland, staff formally recommends that the Planning Commission recommend and the Mayor and City Council find that the requested rezoning is necessary to correct a “mistake” that was overlooked in the Official Zoning Map adopted as part of the March 2008 Comprehensive Rezoning (Ordinance No. 3607) for the aforementioned affected properties. Said “mistake” determination is consistent with the requirements of Article 66b, Section 4.05 (a) (2) (ii) of the Annotated Code of Maryland and is a legal requisite for any adopted change in a base zoning classification.

Additionally, under the provisions of Article 66b on the Maryland Annotated Code, the Mayor and City Council must make a series of specific findings in making its decision regarding the proposed zoning. A recommendation regarding these findings must be made by the Planning Commission. The specific findings are outlined in Section 4.05 (a)(2)(i) of Article 6b. Staff recommends the following findings be determined with respect to these statutory considerations:

1. **Population change:** The proposed Zoning Map Amendment has been deemed necessary to correct a technical error in the intended zoning of the properties. No development has occurred in accordance with the incorrect zoning classification that caused the need for this rezoning. Consequently, the correction of this error may result in a slight net impact on the City’s population or growth rate. If these parcels are rezoned to their intended designation of “Urban Residential”, this will affect the net population of the City, but since there are only 5 parcels potentially affected, it will have not have a significant impact on population.
2. **The availability of public facilities:** All subject properties are currently served by all city services. Consequently, the correction of this zoning error will not affect the availability or adequacy of existing public services and facilities.

3. **Present & future transportation patterns:** Since no development has occurred in the area in accordance with the incorrect zoning classification, staff finds that the proposed correction will not affect present or future transportation patterns in the area.
4. **Compatibility with existing and proposed development for the area:** The area in question is currently zoned Local Business (B-L). All recent development within and on neighboring properties conforms to the requested B-L Zoning for the area. Since there has been no development on the parcels in question, this is consistent with the current zoning designation. The rezoning of the five (5) parcels in question will provide continuity with the neighboring zoning of Urban Residential to the left and rear.
5. **Relationship of the proposed amendment to the local jurisdiction's plan:** At the time of the adoption of the 2019 Official City Zoning Map, this map mistake had already existed. The rezoning of the aforementioned properties may change or affect any current or future development in the area, but not to a significant degree. Correcting the mistake in intended zoning designation to address the Zoning Map mistake was determined to be consistent with the Allegany County Comprehensive Plan, as well as adjoining developed properties in the area and the City's general zoning patterns. The City has also determined that the need for the rezoning was caused by a technical error in the Official Zoning Map that arose from the 2008 Comprehensive Rezoning. Consequently, the City has determined that the current B-L Zoning and rezoning to the intended U-R Zoning is consistent with the City's and County's adopted local plans.

Planning Commission Action:

- [] Recommend approval of rezoning to the Mayor and City Council in accordance with the following findings of fact and recommended conditions:

- [] Recommend denial of rezoning of properties to the Mayor and City Council, based on the following findings:

Motion by: _____

Seconded by: _____

Vote:

In favor of motion: _____ Opposed: _____ Abstained: _____

Number of voting members present: _____

Signed:

Chair, Cumberland Planning Commission

Date: September 14, 2020

Secretary, Cumberland Planning Commission

Date: September 14, 2020

Appendix A: Application & Maps

8/11/2020

[View File](#)

Permit Number: ZHA30-000002

Approval Date:

Zoning Map Amendment Application Permit

Formik issued as per plans and subject to all applicable codes and regulations.

Project Location:	Maple St. E., Oaktown Road 04020674, 04020493, 04014686, 04080307, 04031614	Date applied:	03/10/2025
MD Prop. #:			
Owner:	Niegary County Habitat for Humanity		
Applicant:	Jeff Rhodes		
Address:	67 N Liberty Street		
City/State/Zip:	Cumberland, MD 21602		
Phone:			
Email:	jeff.rhodes@cumberlandmd.gov		

In addition to the Project Location listed, the following Property Locations are included with the Zoning Map Amendment:

[illegible]

Quantity	Description	Amount	Total Cost
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Description:
Zoning Map Amendment for parcels 04020074, 04020082, 04014885, 04000207, 04021014 located at Main and Oldtown Road. Fees waived per Jeff Rindow.

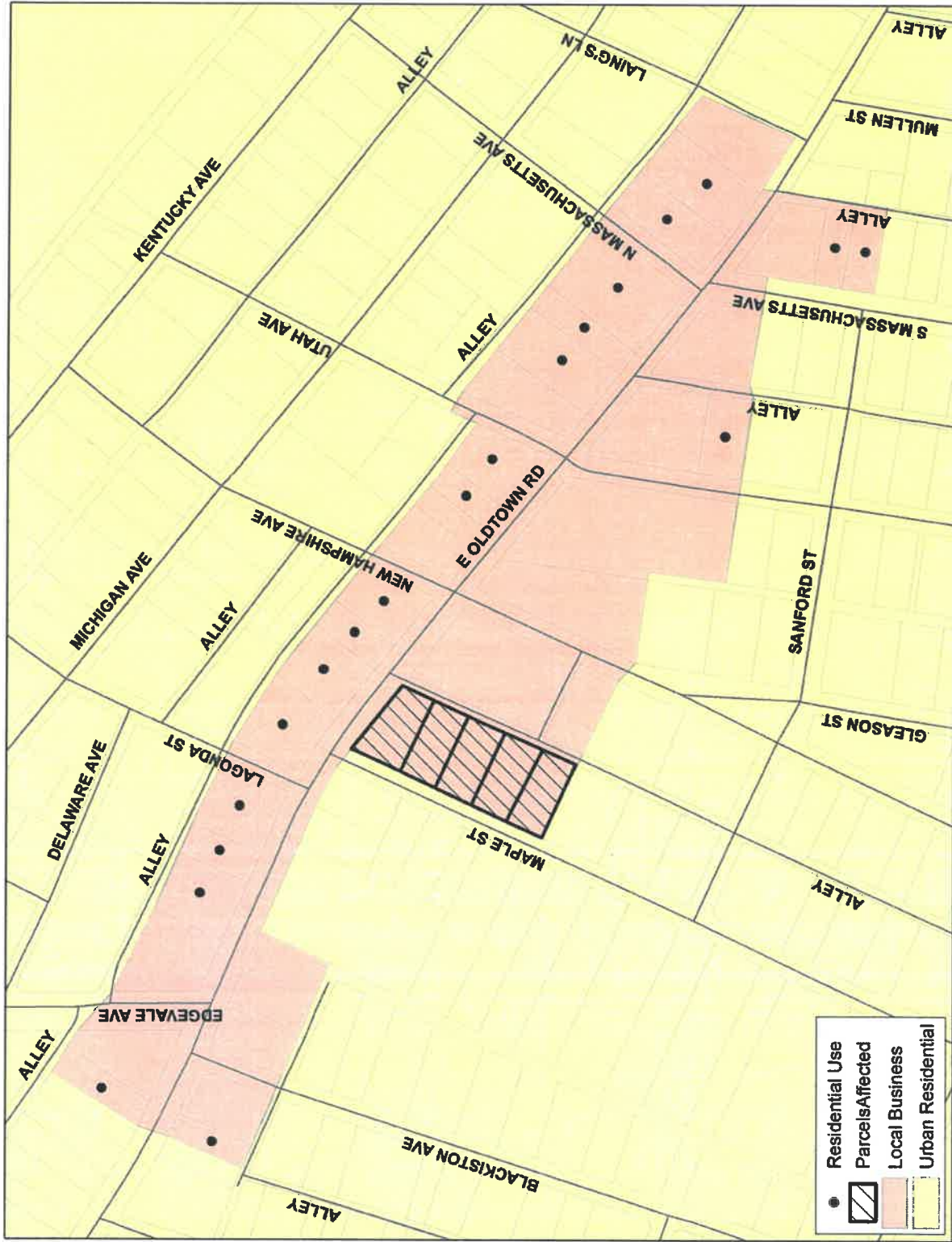
None

SUBJECT: However to revocation by the building official, if the building is not in compliance with the requirements of the City ordinances relating to building privileges and as stated on this application.

STATEMENT: I agree to comply with all regulations which applicable hereto and further agree that no part of the data that be disclosed on this application and that this structure will not be used for any other purpose.

City Code Compliance Manager, of Department's Signature

Ap. 11/11/11



[illegible]



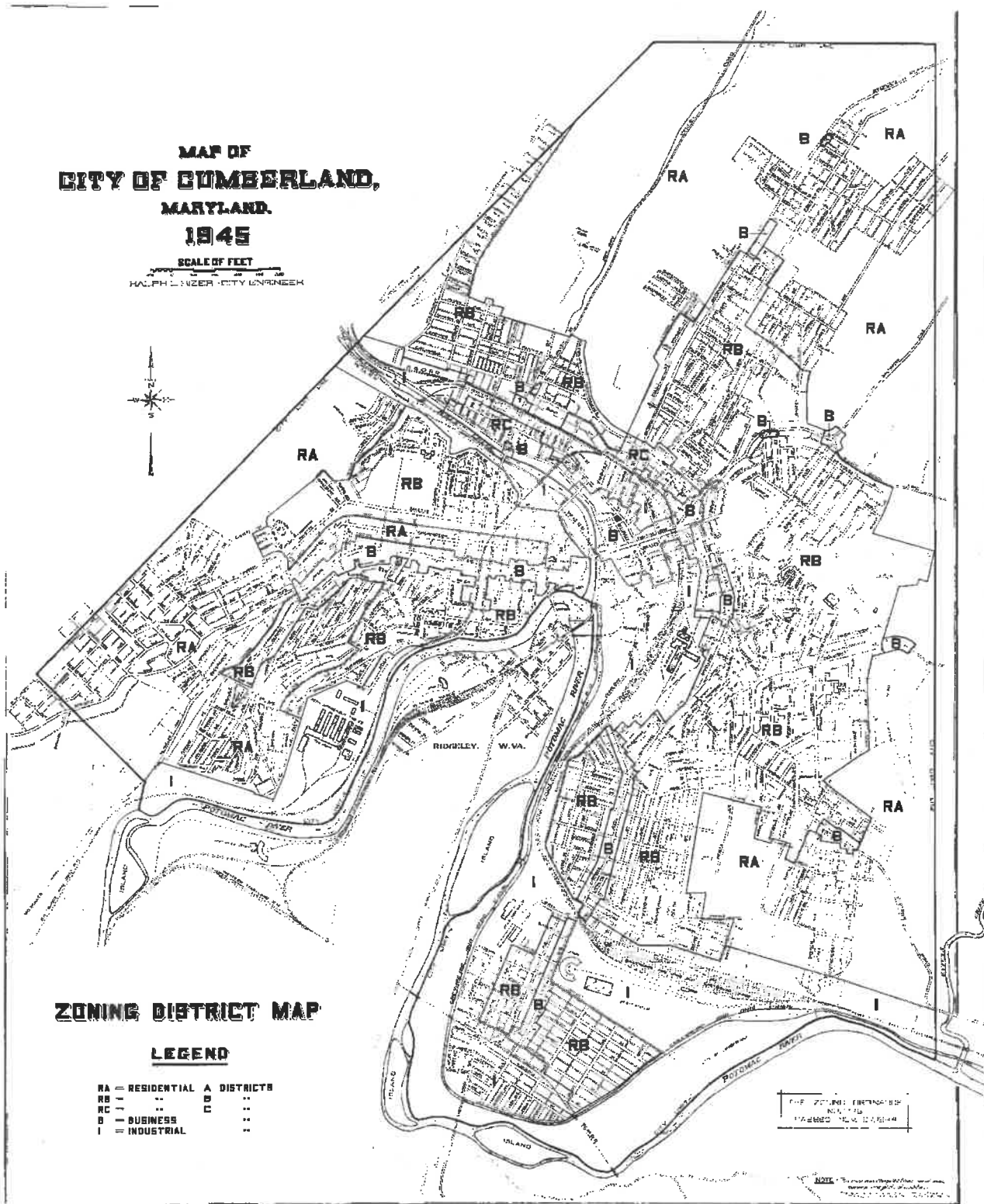
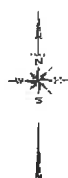

[illegible]

Parcel Map Boundaries may not coincide with City Boundaries or Zoning District Boundaries

PUBLISHED BY THE

MAP OF CITY OF CUMBERLAND, MARYLAND. 1945

SCALE OF FEET
HALF INCHES CITY UNITS



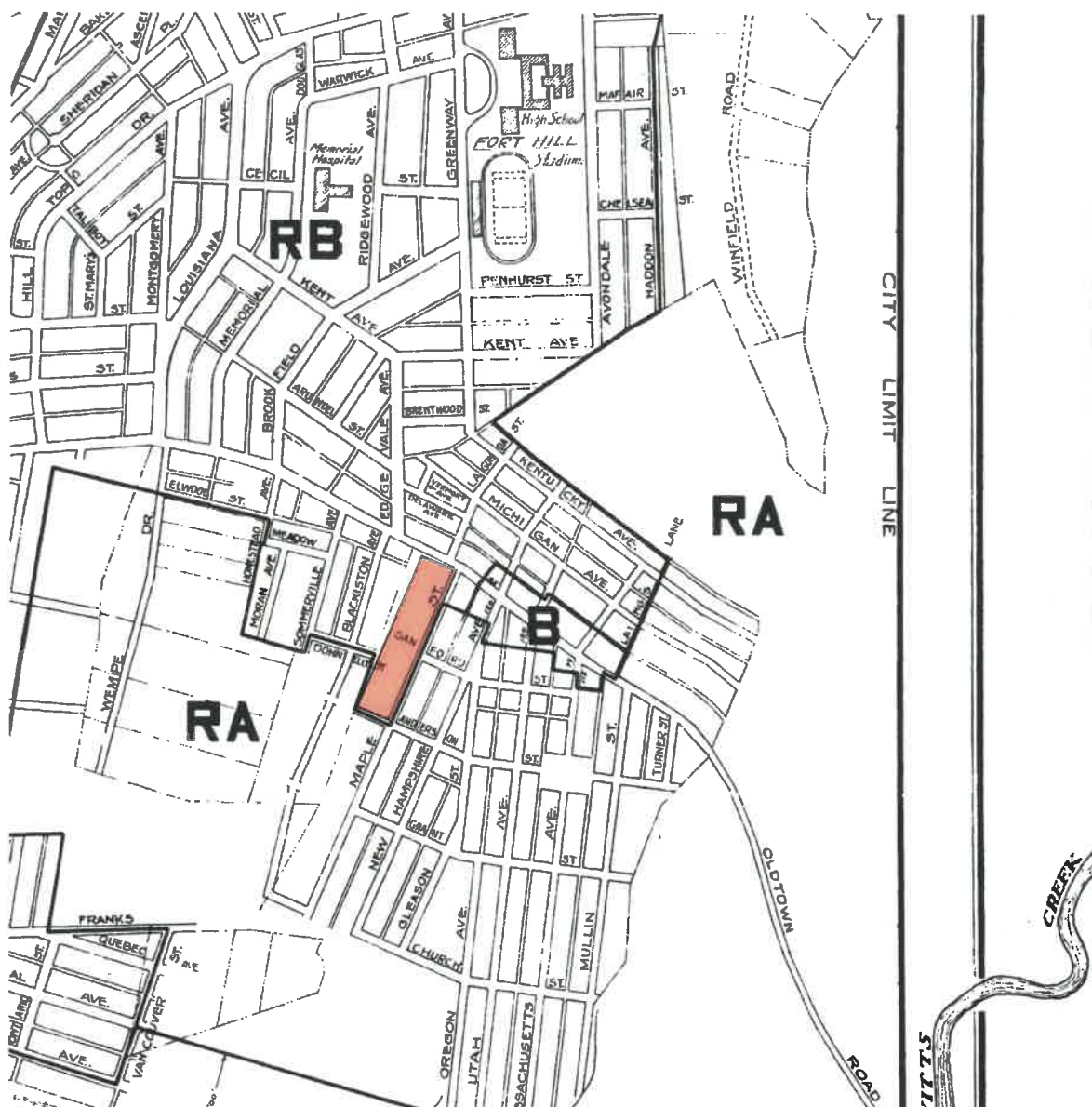
ZONING DISTRICT MAP

LEGEND

RA = RESIDENTIAL A DISTRICTS	
RB = " " " " " "	B = BUSINESS
RC = " " " " " "	I = INDUSTRIAL
B = BUSINESS	
I = INDUSTRIAL	

THE ZONING DISTRICTS
SHOWN ON THIS MAP
WAS MADE BY THE CITY ENGINEER

NOTE: The zoning districts shown on this map are subject to change without notice.



ORDINANCE NO. 1896

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE TO AMEND ORDINANCE NO. 1776, THE ZONING ORDINANCE OF THE CITY OF CUMBERLAND, BY CHANGING THE BOUNDARIES OF CERTAIN DISTRICTS AS SHOWN ON THE ZONING DISTRICT MAP."

WHEREAS, The Municipal Planning and Zoning Commission for the City of Cumberland, Maryland, has made a preliminary report with reference to changing the boundaries of certain districts as shown on "The Zoning District Map," and has held a public hearing thereon and has submitted its final recommendations as to such changes; and

WHEREAS, in accordance with Section 29 of Ordinance No. 1776, the City Council has held a public hearing at which all parties in interest and citizens have had an opportunity to be heard in relation to such proposed changes, and the Mayor and City Council has given fifteen (15) days notice of the time and place of said hearing in a paper of general circulation in the City, and has otherwise complied with said Section 29.

SECTION 1. NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, That Ordinance No. 1776 entitled, "The Zoning Ordinance of the City of Cumberland," and The Zoning District Map which is a part thereof, be and the same are hereby amended to provide the following changes in boundaries of certain of the Zoning Districts as shown on "The Zoning District Map" to reclassify certain areas from Residential to Business:

1. Make McMullen Highway BUSINESS from a point 440 feet from Sandringham Cireus, the boundary line of the First Addition to the Dingle as revised May 25, 1937, to present Industrial District.

JUL 2 1937

2. Make all that area BUSINESS between Mills Creek and present Industrial District which parallels Baltimore and Ohio Railroad, from present Industrial District west of Franklin Street to present Business District on North Mechanic Street and to present Business District on westerly side of North Centre Street.
3. Make Hay Street BUSINESS from Baltimore and Ohio Railroad to its end.
4. Make Henderson Avenue BUSINESS from Bedford Street to Franklin Street.
5. Make Valley Street BUSINESS from North Mechanic Street to Walnut Street, except that part which is now Industrial.
6. Make Bedford Street BUSINESS from North Mechanic Street to Decatur Street, except that part which is now Industrial.
7. Make Frederick Street BUSINESS from North Mechanic Street to Linden Street, except that part which is now Industrial.
8. Make Decatur Street BUSINESS from Bedford Street to Baltimore Avenue.
9. Make easterly side of Charles Street BUSINESS from present Business District to Decatur Street.
10. Make Fulton Street BUSINESS from present Business District to Decatur Street.
11. Make Glenn Street BUSINESS from present Business District to Decatur Street.
12. Make Baltimore Avenue BUSINESS from its intersection with Baltimore Street to City Limits.
13. Make Park Street BUSINESS entire length, excepting that part which is now Industrial.
14. Make Williams Street BUSINESS from the City Limits to Hill Top Drive, including Lots Nos. 12, 13, 14, 15 and 16, Block 17, Johnson Heights; provided, however, that no buildings be erected on said lots less than 30 feet back from the street line.
15. Make Oldtown Road BUSINESS from Maryland and Virginia Avenues to City Limits.
16. Make easterly side of Thomas Street BUSINESS from Oldtown Road to Virginia Avenue.
17. Make Laing Avenue BUSINESS from Virginia Avenue to Vancouver Street, excepting that part which is now Industrial.

7-31-50
 Deleted in
 amendment on
 11-2-50
 H. W. Hays

18. Make East and West Offutt Street BUSINESS, entire length, excepting those sections now Industrial.
19. Make Lafayette Avenue BUSINESS from present Industrial District to River Avenue.
20. Make Lexington Avenue BUSINESS from King Street to Magnolia Street.
21. Make King Street BUSINESS from Virginia Avenue to end, excepting that part which is now Industrial.
22. Make West Elder Street BUSINESS from Virginia Avenue to present Industrial District.
23. Make Elizabeth Street BUSINESS from Lafayette Avenue to present Industrial District.
24. Make West Mary Street BUSINESS from Virginia Avenue to present Industrial District.
25. Make northerly side of Magnolia Street BUSINESS from River Avenue to present Industrial District.

SECTION 2. AND BE IT FURTHER ORDAINED, That the "Zoning District Map" forming a part of Ordinance No. 1776, be, and the same is hereby amended as provided in Section 1 hereof, and the said map, as amended, is hereby declared to be a part of this Ordinance, and the districts designated on said amended map are hereby established and made a part hereof.

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

Passed this 31st day of July, 1950.

Thomas S. Post

THOMAS S. POST
MAYOR

ATTEST:

Wallace G. Ollery
WALLACE G. OLLERY
CITY CLERK

File Attachments for Item:

. Resolution R2020-07 - authorizing certain businesses located in the Gateway Enterprise Zone to receive tax credits for the 2021-2022 tax year

City of Cumberland

- Maryland -

RESOLUTION NO. R2020-07

A RESOLUTION OF THE MAYOR AND CITY COUNCIL AUTHORIZING CERTAIN BUSINESSES LOCATED WITHIN THE GATEWAY ENTERPRISE ZONE TO RECEIVE TAX CREDITS FOR THE TAX YEAR 2021-2022, IN ACCORDANCE WITH THE LOCAL STANDARDS ESTABLISHED FOR THE ZONE.

WHEREAS, the Secretary of the Maryland Department of Commerce, previously known as the Maryland Department of Business and Economic Development, has heretofore designated a certain area located in the City of Cumberland and Allegany County, Maryland, as the "Gateway Enterprise Zone;" and

WHEREAS, any business entity meeting the requirements and conditions of Article 81, Section 12G-11 of the *Annotated Code of Maryland*, may benefit from certain tax credits; and

WHEREAS, the Enterprise Zone Advisory Committee met on November 24, 2020, and has determined that certain business entities located within the Gateway Enterprise Zone are qualified to receive such tax credits; and

WHEREAS, the Mayor and City Council of Cumberland, Maryland, is to certify that the said business entities located in the city limits are in compliance with the local standards established for designation in the Gateway Enterprise Zone as a pre-condition to the granting of such tax credits.

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and City Council of Cumberland, Maryland, as follows:

SECTION I

That the business entities set forth in Exhibit I, attached hereto and incorporated herein, be and are hereby certified as being in compliance with the local standards established for the Gateway Enterprise Zone.

SECTION II

That the Mayor and City Council of Cumberland, Maryland, does hereby certify that the property situated within the boundaries of the Gateway Enterprise Zone owned or leased by the companies set forth in Exhibit II, attached hereto and incorporated herein, is property qualified to receive the real property tax credit established by Article 81, Section 12G-11 of the *Annotated Code of Maryland* for the taxable year 2021-2022.

BE IT FURTHER RESOLVED by the Mayor and City Council of Cumberland, Maryland, that this Resolution shall become effective on the date of its adoption.

Given under our Hands and Seals this ____ day of _____, 2020, with the Corporate Seal of the City of Cumberland hereto attached, duly attested by the City Clerk.

Attest:

Mayor and City Council
Of Cumberland

Marjorie A. Woodring
City Clerk

Raymond M. Morriss

EXHIBIT I
(Eligible for State Income Tax Credits 2021-2022)

CBIZ Insurance Services, Inc.
CFBC Properties, LLC
Countryhouse Residence
Cresap Automotive Machine
Elite Hospitality, Inc. (Hampton Inn)
PharmaCare Institutional Services
Rageway / R.H. Lapp and Sons, Inc.
Somerset Steel Erection Co., Inc. (Riggs Industries, Inc.)
Willowbrook Holdings, LLC (Hampton Inn)

EXHIBIT II
(Eligible for Local Property Tax Credits 2021-2022)

CBIZ Insurance Services, Inc.
42 Baltimore Street
Cumberland, MD 21502

CFBC Properties, LLC
(Blue Cross / Blue Shield)
10 Commerce Drive
Cumberland, MD 21502

Countryhouse Residence
14 Cumberland Street
Cumberland, MD 21502

Cresap Automotive Machine
631 North Mechanic Street
Cumberland, MD 21502

Elite Hospitality, Inc. (Hampton Inn)
109 Welton Drive
Cumberland, MD 21502

PharmaCare Institutional Services
3 Commerce Drive
Cumberland, MD 21502

Rageway / R.H. Lapp and Sons, Inc.
880 Kelly Road
Cumberland, MD 21502

Somerset Steel Erection Co., Inc. (Riggs Industries, Inc.)
115 Elizabeth Street
Cumberland, MD 21502

Willowbrook Holdings, LLC (Hampton Inn)
109 Welton Drive
Cumberland, MD 21502

File Attachments for Item:

. Ordinance 3881 (*1st reading*) - authorizing the issuance and sale of general obligation bonds and bond anticipation notes each in an aggregate principal amount not to exceed \$4,525,000, and general obligation refunding bonds to finance or refinance costs of projects authorized for debt funding in the FY 2021 budget

ORDINANCE NO. 3881

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED
AN ORDINANCE TO AUTHORIZE AND EMPOWER MAYOR AND CITY COUNCIL
OF CUMBERLAND (THE "CITY") TO ISSUE AND SELL FROM TIME TO TIME,
UPON ITS FULL FAITH AND CREDIT, ONE OR MORE SERIES OF (1)(A) GENERAL
OBLIGATION BONDS AND (B) GENERAL OBLIGATION BOND ANTICIPATION
NOTES, EACH IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO
EXCEED FOUR MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS
(\$4,525,000), AND (2) GENERAL OBLIGATION REFUNDING BONDS, SUBJECT TO
THE LIMITATIONS PROVIDED FOR HEREIN, THE PROCEEDS OF THE SALE
THEREOF TO BE USED AND APPLIED FOR THE PUBLIC PURPOSE OF
FINANCING, REIMBURSING OR REFINANCING COSTS OF THE PROJECTS
IDENTIFIED HEREIN AND RELATED COSTS; PROVIDING THAT THE MAYOR
AND CITY COUNCIL, THE GOVERNING BODY OF THE CITY, BY RESOLUTION
SHALL DETERMINE, APPROVE OR PROVIDE FOR VARIOUS MATTERS
RELATING TO THE AUTHORIZATION, SALE, SECURITY, ISSUANCE, DELIVERY,
PAYMENT AND PREPAYMENT OR REDEMPTION OF AND FOR EACH SERIES OF
THE BONDS, THE BOND ANTICIPATION NOTES OR THE REFUNDING BONDS
(COLLECTIVELY, THE "OBLIGATIONS"); PROVIDING FOR THE IMPOSITION OF
AD VALOREM TAXES SUFFICIENT FOR, AND PLEDGING THE FULL FAITH AND
CREDIT AND UNLIMITED TAXING POWER OF THE CITY TO, THE PAYMENT OF
DEBT SERVICE ON THE OBLIGATIONS; PROVIDING THAT DEBT SERVICE ON
THE OBLIGATIONS ALSO MAY BE PAID FROM OTHER LAWFULLY AVAILABLE

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REVENUE SOURCES; PROVIDING THAT CERTAIN ACTIONS MAY BE TAKEN OR PROVIDED FOR BY RESOLUTION IN CONNECTION WITH THE REISSUANCE OR MODIFICATION OF ANY OF THE OBLIGATIONS; PROVIDING THAT ANY OF THE OBLIGATIONS MAY BE CONSOLIDATED WITH OTHER OBLIGATIONS OF THE CITY AND ISSUED AS A SINGLE SERIES; AUTHORIZING, DIRECTING AND EMPOWERING CITY OFFICIALS AND EMPLOYEES TO TAKE CERTAIN ACTIONS IN CONNECTION WITH THE OBLIGATIONS; AUTHORIZING MODIFICATIONS OF THE OBLIGATIONS TO BE MADE BY RESOLUTION UNLESS ANOTHER ACTION IS REQUIRED; PROVIDING THAT THIS TITLE IS A FAIR SUMMARY OF THIS ORDINANCE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE GENERALLY RELATING TO THE ISSUANCE, SALE, DELIVERY AND PAYMENT OF AND FOR THE OBLIGATIONS.

RECITALS

1. Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland and a municipality within the meaning of the Enabling Act, the Bond Anticipation Note Act and the Refunding Act identified herein (the “City”), is authorized and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Enabling Act”), and Sections 81 and 82A of the Charter of the City, as replaced, supplemented or amended (the “Charter”), to borrow money for any proper public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds.

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2. The City has determined to undertake the public purpose projects described in Section 2(a) of this Ordinance.

3. The City has determined to authorize the issuance from time to time of one or more series of its general obligation bonds in order to finance, reimburse or refinance all or a portion of the costs of any of the public purpose projects described in Section 2(a) of this Ordinance and related costs, including costs of issuance.

4. Prior to issuing one or more series of the bonds authorized hereby, the City may need to obtain interim financing in order to finance, reimburse or refinance applicable project costs on a timely basis through the issuance from time to time of its general obligation bond anticipation notes in one or more series pursuant to the authority of Sections 19-211 to 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Bond Anticipation Note Act”).

5. Subsequent to the issuance of any bonds provided for herein, the City may desire to currently refund or advance refund all or a portion of such bonds through the issuance from time to time of one or more series of its general obligation refunding bonds pursuant to the authority of Section 19-207 of the Local Government Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “Refunding Act”), and any other applicable law.

6. The City has determined to pledge its full faith and credit and unlimited taxing power to the prompt payment of debt service on the bonds, the bond anticipation notes and the refunding bonds authorized hereby.

7. The method of sale of any bonds, bond anticipation notes or refunding bonds authorized hereby will be determined by the Mayor and City Council of the City, the governing body

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of the City (the “Mayor and City Council”), by resolution pursuant to the authority of the Enabling Act, the Bond Anticipation Note Act, the Refunding Act, Section 82A of the Charter, any other applicable law, and this Ordinance, as applicable.

8. As provided in the Charter, the City shall issue any bonds, bond anticipation notes or refunding bonds authorized hereby in accordance with the terms and conditions provided for in a resolution or resolutions to be adopted by the Mayor and City Council pursuant to the authority of the Enabling Act, the Bond Anticipation Note Act, the Refunding Act, Sections 81 and 82A of the Charter, any other applicable law and this Ordinance, as applicable.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND:

SECTION 1. (a) The Recitals to this Ordinance are deemed a substantive part of this Ordinance and incorporated by reference herein. Capitalized terms used in the Sections of this Ordinance that are not otherwise defined herein shall have the meanings given to such terms in the Recitals to this Ordinance.

(b) References in this Ordinance to any official by title shall be deemed to refer (i) to any official authorized under the Charter, the code of ordinances of the City (the “City Code”) or other applicable law or authority to act in such titled official’s stead during the absence or disability of such titled official, (ii) to any person who has been elected, appointed or designated to fill such position in an acting or interim capacity under the Charter, the City Code or other applicable law or authority, (iii) to any person who serves in a “deputy,” “associate,” or “assistant” capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with the Charter, the City Code or other applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title

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not provided for in the Charter, the City Code or other applicable law or authority, the official, however known, who is charged under the Charter, the City Code or other applicable law or authority with the applicable responsibilities, rights or duties referred to herein.

(c) References in this Ordinance to the “principal amount” of any of the Bonds, the BANs, the Refunding Bonds or the Obligations (each as defined herein) shall be construed to mean the par amount of such Bonds, BANs, Refunding Bonds or Obligations, as applicable.

SECTION 2. (a) Pursuant to the authority of the Enabling Act and Sections 81 and 82A of the Charter, the City hereby determines to borrow money and incur indebtedness from time to time for the public purpose of financing, reimbursing or refinancing costs of certain projects identified as follows: (A) new and/or replacement vehicles and heavy duty equipment (including, without limitation, patrol vehicles, utility vehicles, light and heavy duty trucks, sport utility vehicles, backhoes and mower equipment attachments), (B) facility and site improvements (including, without limitation, exterior and structural building improvements and renovations, sprinklers, fence repair and replacement, one or more pole buildings, and various field improvements), (C) bridge and access design, improvements, construction and repairs, (D) street improvements, (E) various water system equipment, improvements and repairs (including, without limitation, sludge thickener mixers, cross connections program upgrades, hydrant/valve replacement, water main replacement, valve equipment, waterlines, and filtration plant improvements, including but not limited to intake screening, concrete repairs and dam repairs), and/or (F) various sewer and flood system equipment, improvements and repairs (including, without limitation, SCADA system equipment and improvements, electrical switching gear, influent screen design and construction, ammonia-nitrogen and nitrate probes, and concrete repairs), all for use by various City

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departments, including, without limitation, the Police, Fire, Engineering, Public Works, Parks & Recreation, Water Distribution, Sanitary Sewer, and Flood Control Departments (the projects generally described in clauses (A) through (F) being referred to herein collectively as the “Projects” and, individually, as a “Project”), together with, in each such case as is applicable with respect to the respective Project components described in clauses (A) through (F), land and right-of-way acquisition and development; acquisition of other property rights; site and utility improvements, including, without limitation, grading, landscaping, paving and repaving, sidewalk, curb, gutter, storm water, water and sewer improvements, traffic control improvements, and related or similar activities and expenses; demolition, razing and removal; acquisition, construction, expansion, upgrading, reconstruction, replacement, renovation, rehabilitation, improvement, installation, furnishing and equipping activities and expenses and related or similar activities and expenses; planning, design, architectural, engineering, feasibility, testing, surveying, document development, bidding, permitting, inspection, construction management, financial and legal expenses and other related or similar activities and expenses; contingencies; costs of issuance (which may include costs of bond insurance or other credit or liquidity enhancement); capitalized interest (whether or not expressly so stated); and any such costs that may represent the City’s share or contribution to the financing or refinancing of any such Project (collectively, “Costs of the Projects”). It is the intention of the Mayor and City Council that proceeds of the Bonds (or of any of the BANs, as applicable) may be spent on any applicable Costs of the Projects, including costs related to changes in the scopes of and/or identifications of any of the Projects effected through applicable budgetary procedures or applicable law.

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(b) The City, without notice to or the consent of any registered owners of any issued Bonds (and of any issued BANs, as applicable), may allocate and reallocate the principal amount of any issued Bonds (and of any issued BANs, as applicable) (exclusive of any premium realized upon sale or investment earnings that may be applied for such purposes) to be spent on Costs of the Projects among any of the Projects in compliance with applicable budgetary procedures or applicable law.

SECTION 3. (a) To evidence the borrowing and indebtedness authorized in Section 2 of this Ordinance, the City, acting pursuant to the authority of the Enabling Act, Sections 81 and 82A of the Charter and this Ordinance, hereby determines to issue and sell from time to time, in one or more series, upon its full faith and credit, its general obligation bonds in an original aggregate principal amount not to exceed Four Million Five Hundred Twenty-Five Thousand Dollars (\$4,525,000) (each, a “series of the Bonds” and, collectively, the “Bonds”). Any series of the Bonds may consist of one or more bonds and any such bond may be issued in installment and/or draw-down form.

(b) In the event the City issues any series of the BANs pursuant to Section 6 of this Ordinance, proceeds of the Bonds of any series in anticipation of which such BANs were issued may be applied to prepay or pay principal, premium and/or interest on such series of the BANs in accordance with the provisions of the Bond Anticipation Note Act, and such application shall be deemed the payment of Costs of the Projects for purposes of this Ordinance.

(c) By resolution or as otherwise allowed by applicable law, the Mayor and City Council may determine or provide for the determination of how any unexpended proceeds of any series of the Bonds (or any series of the BANs, as applicable), premium realized upon sale and/or any

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investment earnings on proceeds of any such series of the Bonds or of the BANs shall be expended, which may include, without limitation, on Costs of the Projects, on costs of issuance of such series of the Bonds or of the BANs, or on debt service payable or prepayable on such series of the Bonds or of the BANs, as applicable, to the extent permitted by applicable law.

SECTION 4. The proceeds of the Bonds shall be used and applied by the City exclusively and solely for the public purposes described in Sections 2 and 3 of this Ordinance, unless a supplemental ordinance is enacted by the Mayor and City Council to provide for the use and application of such proceeds for some other proper public purpose authorized by the Enabling Act, the Charter or other applicable law; provided that, no such supplemental ordinance shall be required if changes in the scope of or description of any Project are otherwise made as contemplated in Section 2(a) of this Ordinance.

SECTION 5. Pursuant to the authority of the Enabling Act, Sections 81 and 82A of the Charter and this Ordinance, the Mayor and City Council, prior to the issuance, sale and delivery of each series of the Bonds, shall adopt a resolution or resolutions specifying, prescribing, determining, providing for or approving such matters, details, forms (including, without limitation, the form or substantially final form of the Bonds of such series), documents or procedures as may be required by the Enabling Act, Sections 81 and 82A of the Charter or this Ordinance or as the Mayor and City Council may deem appropriate for the authorization, sale, security, issuance, delivery, payment, prepayment or redemption of or for such series of the Bonds. Any such resolution may, subject to the limitations of any applicable law, set forth, determine or provide for the determination of, provide for, or approve or provide for the approval of, among other matters, as applicable, the designation of such series of the Bonds; the date of issue of such series of the Bonds; the original

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aggregate principal amount of such series of the Bonds; the denomination or denominations of such series of the Bonds; the maturity or maturities of such series of the Bonds; the principal installment or installments (including, without limitation, serial maturities and/or mandatory sinking fund installments) payable on such series of the Bonds; the rate or rates of interest, or the method of determining the rate or rates of interest, payable on such series of the Bonds, which may be fixed or variable; provisions for the payment of late fees, additional interest and/or penalties payable on the Bonds of such series and/or adjustments to interest rates in appropriate circumstances; the purchase price for such series of the Bonds; provisions relating to the prepayment or redemption of such series of the Bonds at the City's option or by mandatory sinking fund payments; provisions allowing the registered owners of such series of the Bonds to put or cause the prepayment or redemption of the same at their option; the manner of selling such series of the Bonds, which may be either at public or private sale, and all matters in connection therewith; the specific Projects the costs of which are to be financed, reimbursed or refinanced from proceeds of such series of the Bonds; any limitations on the Costs of the Projects on which the proceeds of such series of the Bonds may be expended; provisions for the appropriation, disposal and/or investment of proceeds of such series of the Bonds; the manner of executing such series of the Bonds; the selection of any bond registrar, paying agent, investment bidding agent or other appropriate service providers in connection with such series of the Bonds; certifications, representations, determinations, designations or elections relating to the tax-exempt or taxable status of interest payable on such series of the Bonds; and all other terms and conditions pursuant to which such series of the Bonds will be issued, sold and delivered, including, without limitation, any determinations to be made or provided for by resolution as contemplated by Section 82A(d) of the Charter to the extent not determined or provided for in this Ordinance. Among other

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matters, the Mayor and City Council by resolution may authorize, approve or otherwise provide for

- (i) payment of any commitment fee, breakage fee or similar fee and other costs payable in connection with any series of the Bonds (including, without limitation, other parties' legal costs and expenses),
- (ii) the obtaining of credit enhancement or liquidity enhancement for any series of the Bonds (and the negotiation, approval, execution and delivery of any agreements or documents relating thereto), and
- (iii) any other agreements, documents, instruments or determinations necessary or desirable to enhance the marketability of or as security for any series of the Bonds, including, without limitation, any ratings, any official statement or similar disclosure document or any continuing disclosure undertaking required to satisfy the requirements of Securities and Exchange Commission Rule 15c2-12.

12. By resolution the Mayor and City Council may delegate to one or more City officials the authority to make any final determinations, approvals or decisions with respect to any series of the Bonds. Any resolution may specify, prescribe, determine or provide for the determination of, provide for, or approve or provide for the approval of, the matters identified in this Section 5 for more than one series of the Bonds.

SECTION 6. (a) Pursuant to the authority of the Enabling Act, the Bond Anticipation Note Act, Sections 81 and 82A of the Charter and this Ordinance, the City is hereby authorized and empowered to issue and sell from time to time, upon its full faith and credit, one or more series of its general obligation bond anticipation notes in an original aggregate principal amount not to exceed Four Million Five Hundred Twenty-Five Thousand Dollars (\$4,525,000.00) (each, a series of the "BANs" and, collectively, the "BANs") prior to and in anticipation of the sale of any series of the Bonds in order to finance, reimburse or refinance Costs of the Projects on an interim basis, and to finance or reimburse any costs of issuance of the BANs. Any such series of the BANs may consist

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of one or more notes and any such note may be issued in installment form and/or draw-down form. Prior to the issuance, sale and delivery of each series of the BANs, the Mayor and City Council shall adopt a resolution or resolutions pursuant to the authority of the Enabling Act, the Bond Anticipation Note Act, Sections 81 and 82A of the Charter and this Ordinance authorizing such series of the BANs and specifying, prescribing, determining or providing for the determination of, providing for, or approving or providing for the approval of, with respect to such series of the BANs, the types of matters, details, forms, documents or procedures and determinations detailed in Section 5 hereof that may be made or addressed by resolution with respect to each series of the Bonds, to the extent applicable with respect to such series of the BANs, and as otherwise may be authorized or required by applicable law. By resolution the Mayor and City Council may delegate to one or more City officials the authority to make any final determinations, approvals or decisions with respect to any series of the BANs. Any resolution may specify, prescribe, determine or provide for the determination of, provide for, or approve or provide for the approval of, the details required or authorized by this Section 6 for more than one series of the BANs.

(b) The City hereby covenants (i) to pay from the proceeds of one or more series of the Bonds the principal of any series of the BANs actually issued, (ii) to the extent that interest on any series of the BANs is not paid from proceeds of such BANs, to pay the interest on such series of the BANs from the proceeds of one or more series of the Bonds, and (iii) to issue the applicable series of the Bonds as soon as there is no longer a reason for deferring its issuance. This covenant shall not be construed to prevent the City from paying principal of and/or interest on any series of the BANs from sources of funds other than proceeds of the Bonds, to the extent such other proceeds are available for such purpose.

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(c) As authorized by the Bond Anticipation Note Act, by resolution the Mayor and City Council may provide for the renewal of any series of the BANs at maturity with or without resale, together with any amendments or modifications to or replacements of such series of the BANs and any related documentation.

SECTION 7. Pursuant to the authority of the Enabling Act, the Refunding Act, Sections 81 and 82A of the Charter, any other applicable law and this Ordinance, the City is hereby authorized and empowered to issue and sell from time to time, upon its full faith and credit, one or more series of its general obligation refunding bonds (each, a “series of the Refunding Bonds” and, collectively, the “Refunding Bonds”) for the public purpose of currently refunding or advance refunding all or any portion of the then-outstanding Bonds, including paying or reimbursing all or any portion of the following: (i) outstanding principal, prepayment or redemption premium and/or interest accrued or to accrue to the date or dates of prepayment, redemption, purchase or maturity of the Bonds or portions thereof to be refunded, (ii) costs and expenses incurred in connection with the issuance, sale and delivery of such Refunding Bonds, including, without limitation, legal and financial costs and costs of any credit enhancement or liquidity enhancement, and (iii) to the extent determined by the Mayor and City Council by resolution, paying interest on such Refunding Bonds, in each such case (A) for the public purpose of (1) realizing savings in the total cost of debt service on a direct comparison or present value basis, (2) debt restructuring that reduces the total cost of debt service, or (3) debt restructuring that the City determines is in its best interests, is consistent with the City’s long-term financial plan, and realizes a financial objective of the City, including improving the relationship of debt service to any source of payment such as taxes, assessments or other charges, or (B) for any other purpose then authorized by the Refunding Act or other applicable

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law, as determined by the Mayor and City Council by resolution; provided that, the original aggregate principal amount of any such series of the Refunding Bonds shall not exceed one hundred thirty percent (130%) of the outstanding aggregate principal amount of the Bonds refunded therefrom. Any such series of the Refunding Bonds may consist of one or more bonds and any such bond may be issued in installment form and/or draw-down form. Prior to the sale, issuance and delivery of each series of the Refunding Bonds, the Mayor and City Council shall adopt a resolution or resolutions authorizing such series of the Refunding Bonds and specifying, prescribing, determining or providing for the determination of, providing for, or approving or providing for the approval of, with respect to such series of the Refunding Bonds, the same types of matters, details, forms, documents, procedures and determinations detailed to be made in Section 5 hereof with respect to each series of the Bonds, to the extent applicable to such series of the Refunding Bonds, and as otherwise may be authorized or required by applicable law, including, without limitation, the purposes of the Refunding Act to be achieved by the issuance of such series of the Refunding Bonds, the selection of any escrow agent, verification agent, investment bidding agent or other service provider, the determination of the Bonds to be refunded in whole or in part from such series of the Refunding Bonds, and any agreements, documents or instruments necessary or desirable in connection with the refunding. By resolution the Mayor and City Council may determine or provide for the determination of how any unexpended proceeds of any series of the Refunding Bonds, premium realized upon sale and/or investment earnings on proceeds of such series of the Refunding Bonds shall be expended, which may include, without limitation, on refunding the applicable Bonds, on costs of issuance of such series of the Refunding Bonds or on debt service payable or prepayable on such series of the Refunding Bonds, to the extent permitted

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by applicable law. By resolution the Mayor and City Council may delegate to one or more City officials the authority to make any final determinations, approvals or decisions with respect to any series of the Refunding Bonds. Any resolution may specify, prescribe, determine or provide for the determination of, provide for, or approve or provide for the approval of, the details required or authorized by this Section 7 for more than one series of the Refunding Bonds.

SECTION 8. (a) The full faith and credit and unlimited taxing power of the City are hereby pledged to the payment of the principal of and interest on each series of the Bonds, the BANs or the Refunding Bonds actually issued, as applicable (each, a “series of the Obligations” and, collectively, the “Obligations”), when due and to the imposition of the taxes hereinbelow described as and when such taxes may become necessary in order to provide sufficient funds to meet the debt service requirements of each series of the Obligations. Subject to the further provisions of this Section 8, the City hereby covenants with the registered owners of the Obligations of each series to impose ad valorem taxes on all real and tangible personal property in the City that is subject to assessment for unlimited municipal taxation at a rate and in an amount sufficient to pay the principal of and the interest on the Obligations in each fiscal year in which any of the Obligations are outstanding and to take any further action that may be lawfully appropriate from time to time during the period that the Obligations of such series remain outstanding and unpaid to provide the funds necessary to pay promptly the principal thereof and the interest due thereon. If the proceeds from the taxes so imposed in any such fiscal year are inadequate for such payment, additional taxes shall be imposed in the succeeding fiscal year to make up such deficiency.

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(b) The foregoing provisions shall not be construed so as to prohibit the City from paying the principal of and interest on the Obligations of any series from the proceeds of the sale of any other obligations of the City or from any other funds legally available for that purpose (including, without limitation, with respect to any BANs, from the proceeds of any Bonds and, with respect to any Bonds, from the proceeds of any Refunding Bonds). Pursuant to the authority of Section 82A of the Charter, by resolution the Mayor and City Council may provide that all or a portion of the debt service on the allocable portion of any series of the Obligations shall be payable in the first instance from specified revenues or other moneys identified in such resolution, to the extent available for such purpose. Within the limitations of any applicable Maryland or federal law (including, without limitation, the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder), the City may apply to the payment of the principal of or interest on the Obligations of any series any funds received by it from the State of Maryland or the United States of America, or any governmental agency or instrumentality, or from any other source, if the funds are granted or paid to the City for the purpose of assisting the City in accomplishing the components of Costs of the Projects which the Obligations of such series are issued to finance, reimburse or refinance or are otherwise available for such purpose, and to the extent of any such funds received or receivable as described in this subsection (b) in any fiscal year, the taxes hereby required to be imposed may be reduced proportionately.

SECTION 9. By resolution, the Mayor and City Council may make any appropriate arrangements (including, without limitation, by authorizing one or more appropriate officials to make any elections, designations, determinations or filings on the City's behalf) in the event the right of any registered owner of any Obligation to put or cause the prepayment or redemption of such Obligation

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at its option, or any change in the interest rate of an Obligation, or any other modification of an Obligation could lead to a reissuance of such Obligation for purposes of the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations promulgated thereunder.

SECTION 10. By resolution the Mayor and City Council may determine that any of the Bonds, the BANs or the Refunding Bonds authorized hereby may be consolidated with any bonds, bond anticipation notes and/or refunding bonds authorized by the Mayor and City Council and issued as a single series of bonds, bond anticipation notes and/or refunding bonds.

SECTION 11. By resolution the Mayor and City Council may make or authorize any modifications to (i) any series of the Obligations once issued, and (ii) any related documentation, certificates or instruments, unless under applicable law the proposed modifications require action by ordinance in addition to or in place of a resolution.

SECTION 12. With respect to any series of the Obligations, the Mayor and City Council by resolution may delegate to one or more specified officials or employees the authority to negotiate, approve, execute and deliver, as applicable, any documents, certificates or instruments relating to such Obligations or to take other actions with respect thereto. The following City officials and employees: the Mayor, the City Administrator, the Treasurer, the Director of Administrative Services, the Comptroller, the City Clerk and all other appropriate officials and employees of the City are hereby authorized, empowered and directed to (i) take any and all action necessary to complete and close the sale, issuance and delivery of the Bonds, the BANs and the Refunding Bonds, (ii) negotiate, approve, execute and deliver all documents, certificates and instruments necessary or appropriate in connection with any such sale, issuance and delivery, and (iii) carry out the transactions contemplated by this Ordinance, any ordinance amendatory of or supplemental to this Ordinance, any

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resolution adopted in furtherance of this Ordinance, and any documents, certificates or instruments executed and delivered in connection with any series of the Obligations, all to the extent any particular action is within the scope of such official's or employee's authority and such authorization has not been delegated to one or more specified City officials or employees by ordinance or resolution.

SECTION 13. The title of this Ordinance shall be deemed to be, and is, a fair summary of this Ordinance for publication and all other purposes.

SECTION 14. The provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated by this Ordinance.

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SECTION 15. This Ordinance shall become effective thirty (30) days after its passage pursuant to the provisions of Section 82A of the Charter, subject to the petition-to-referendum provisions of Section 82A(c) of the Charter.

MAYOR AND CITY COUNCIL OF
CUMBERLAND

(SEAL)

Raymond M. Morriss
Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

Introduced: _____, 2020

Passed: _____, 202__

Votes for passage: _____

Votes against passage: _____

Effective: _____, 2021

#219821;10002.073

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File Attachments for Item:

. Ordinance No. 3882 (*1st reading*) - authorizing the issuance and sale of (1) general obligation refunding bonds in an aggregate principal amount not to exceed \$42,260,000 to refund in whole or in part (A) the City's outstanding 2011 through 2019 Community Development Administration (CDA) loans and (B) certain other outstanding general obligation bonds, and (2) general obligation bonds to subsequently refund any general obligation refunding bonds identified in (1) that are actually issued

ORDINANCE NO. 3882

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED
AN ORDINANCE TO AUTHORIZE AND EMPOWER MAYOR AND CITY COUNCIL
OF CUMBERLAND (THE “CITY”) TO ISSUE AND SELL FROM TIME TO TIME,
UPON ITS FULL FAITH AND CREDIT, GENERAL OBLIGATION REFUNDING
BONDS IN ONE OR MORE SERIES IN AN ORIGINAL AGGREGATE PRINCIPAL
AMOUNT NOT TO EXCEED FORTY-TWO MILLION TWO HUNDRED SIXTY
THOUSAND DOLLARS (\$42,260,000) (THE “ORIGINAL REFUNDING BONDS”), THE
PROCEEDS OF THE SALE THEREOF TO BE USED AND APPLIED FOR THE PUBLIC
PURPOSE OF CURRENTLY REFUNDING OR ADVANCE REFUNDING IN WHOLE
OR IN PART ALL OR ANY PORTION OF THE CITY’S THEN-OUTSTANDING 2011
INFRASTRUCTURE BOND, 2012 INFRASTRUCTURE BOND, 2014
INFRASTRUCTURE BONDS, 2015 INFRASTRUCTURE BONDS, 2017
INFRASTRUCTURE BONDS, 2018 INFRASTRUCTURE BONDS, 2019
INFRASTRUCTURE BONDS, 2017 TAXABLE BONDS AND/OR 2017 TAX-EXEMPT
BONDS IDENTIFIED HEREIN, INCLUDING PAYING ISSUANCE AND OTHER
RELATED COSTS; AUTHORIZING THE CITY TO ISSUE AND SELL FROM TIME TO
TIME, UPON ITS FULL FAITH AND CREDIT, GENERAL OBLIGATION REFUNDING
BONDS IN ONE OR MORE SERIES (THE “SUBSEQUENT REFUNDING BONDS”
AND, TOGETHER WITH THE ORIGINAL REFUNDING BONDS, THE “BONDS”) IN
ORDER TO CURRENTLY REFUND OR ADVANCE REFUND ANY OF THE
ORIGINAL REFUNDING BONDS ISSUED PURSUANT TO THIS ORDINANCE,

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INCLUDING PAYING ISSUANCE AND OTHER RELATED COSTS, PROVIDED THAT, THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF ANY SUCH SERIES OF SUBSEQUENT REFUNDING BONDS SHALL NOT EXCEED ONE HUNDRED THIRTY PERCENT (130%) OF THE AGGREGATE PRINCIPAL AMOUNT OF THE ORIGINAL REFUNDING BONDS REFUNDED THEREFROM; PROVIDING THAT THE MAYOR AND CITY COUNCIL OF THE CITY (THE “MAYOR AND CITY COUNCIL”) BY RESOLUTION SHALL DETERMINE, APPROVE OR PROVIDE FOR VARIOUS MATTERS RELATING TO THE AUTHORIZATION, SALE, SECURITY, ISSUANCE, DELIVERY, PAYMENT, REDEMPTION OR PREPAYMENT OF AND FOR EACH SERIES OF THE BONDS; PROVIDING FOR THE IMPOSITION OF AD VALOREM TAXES SUFFICIENT FOR, AND PLEDGING THE FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER OF THE CITY TO, THE PAYMENT OF DEBT SERVICE ON THE BONDS; PROVIDING THAT DEBT SERVICE ON THE BONDS MAY ALSO BE PAID FROM OTHER LAWFULLY AVAILABLE REVENUE SOURCES; PROVIDING THAT CERTAIN ACTIONS MAY BE TAKEN OR PROVIDED FOR BY RESOLUTION IN CONNECTION WITH THE REISSUANCE OR MODIFICATION OF ANY OF THE BONDS; AUTHORIZING ADDITIONAL DETAILS AND MATTERS RELATING TO ANY SERIES OF THE BONDS ISSUED TO THE COMMUNITY DEVELOPMENT ADMINISTRATION TO BE DETERMINED OR PROVIDED FOR BY RESOLUTION UNLESS A DETERMINATION BY ORDINANCE IS OTHERWISE REQUIRED; PROVIDING THAT ANY OF THE BONDS MAY BE CONSOLIDATED WITH OTHER OBLIGATIONS OF THE CITY AND ISSUED AS A

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SINGLE SERIES; AUTHORIZING, DIRECTING AND EMPOWERING CITY OFFICIALS AND EMPLOYEES TO TAKE CERTAIN ACTIONS IN CONNECTION WITH THE BONDS; AUTHORIZING MODIFICATIONS TO THE BONDS TO BE MADE BY RESOLUTION UNLESS ANOTHER ACTION IS REQUIRED; PROVIDING THAT THIS TITLE IS A FAIR SUMMARY OF THIS ORDINANCE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE GENERALLY RELATING TO THE ISSUANCE, SALE, DELIVERY AND PAYMENT OF AND FOR THE BONDS.

RECITALS

1. Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland (the “City”), and a municipality within the meaning of the Enabling Act and the Refunding Act identified below, is authorized and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Sections 31 to 37, inclusive, of Article 23A of the Annotated Code of Maryland), as replaced, supplemented or amended (the “Enabling Act”), and Sections 81 and 82A of the Charter of the City, as replaced, supplemented or amended (the “Charter”), to borrow money for any proper public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds, notes or other evidences of indebtedness. Sections 81 and 82A of the Charter provide that any general obligation bonds, notes or other evidences of indebtedness may be sold at public sale or at private sale. Section 19-207 of the Local Government Article of the Annotated Code of Maryland (previously codified as Section 24 of Article 31 of the Annotated Code of Maryland), as replaced,

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supplemented or amended (the “Refunding Act”), authorizes the City to issue general obligation refunding bonds to refund any bonds, notes or other evidences of indebtedness. Pursuant to the Refunding Act, the procedures for the issuance of refunding bonds shall be the same as those applicable to the bonds being refunded, except that refunding bonds may be sold at a private sale, without soliciting bids, if the City determines in a public meeting that such procedure is in the public interest.

2. Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as replaced, supplemented or amended (the “CDA Act”), authorizes the Community Development Administration (the “Administration”), a governmental unit in the Division of Development Finance of the Department of Housing and Community Development, a principal department of the government of the State of Maryland, to provide financial assistance to political subdivisions and municipal corporations to finance or refinance, among other things, infrastructure projects and to establish a capital reserve fund in connection therewith.

3. Pursuant to the authority of the Enabling Act, the Refunding Act, the CDA Act, Sections 81 and 82A of the Charter, and Ordinance No. 3693, passed by the Mayor and City Council, the governing body of the City (the “Mayor and City Council”), on June 7, 2011 and effective pursuant to the CDA Act on June 7, 2011 (“Ordinance No. 3693”), the City issued to the Administration on August 31, 2011 its Mayor and City Council of Cumberland Infrastructure Bond, 2011 Series A in the original aggregate principal amount of \$11,415,000 (the “2011 Infrastructure Bond”).

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4. Proceeds of the 2011 Infrastructure Bond, together with other funds, were applied to (i) refund the then-outstanding 1999 Bond, 2005 Bond, 2006 Bond and 2007 Bond identified in Ordinance No. 3693, and thereby refinance costs of the projects identified in Ordinance No. 3693 that were originally financed or refinanced from proceeds of the 1999 Bond, the 2005 Bond, the 2006 Bond and the 2007 Bond, and (ii) pay costs of issuance of the 2011 Infrastructure Bond.

5. Pursuant to the authority of the Enabling Act, the CDA Act, Sections 81 and 82A of the Charter, and Ordinance No. 3723, passed by the Mayor and City Council on September 25, 2012 and effective pursuant to the CDA Act on September 25, 2012 (“Ordinance No. 3723”), the City issued to the Administration on December 19, 2012 its Mayor and City Council of Cumberland Infrastructure Bond, 2012 Series B in the original principal amount of \$1,515,491.29 (the “2012 Infrastructure Bond”).

6. Ordinance No. 3723 authorized proceeds of the 2012 Infrastructure Bond to be applied for the purpose of providing all or a portion of the funds necessary for (i) financing, reimbursing or refinancing costs of certain projects identified as follows: (A) Water Main Replacements, which generally involves water main replacements for streets including, but not limited to, sections of Michigan Avenue, Kentucky Avenue, Centre Street, Lafayette Street and Virginia Avenue, (B) Replacement of Hydrants and Valves, which generally involves the replacement of hydrants and valves throughout the City of Cumberland, (C) East Side Station Roof Replacement, (D) Fort Hill Reservoir Valve Replacement, (E) Upgrade of Water System Cross Connection Program, (E) New Chlorine Feed and Storage Facility, which generally involves construction of such new facility, (F) Water Filtration Plant Outfall Relocation Project, and (G) Memorial Campus Facility Demolition, together with, in each such case as is applicable with

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respect to the projects described in clauses (i)(A) through (G), to acquire or pay for, as applicable, the acquisition of improved or unimproved land, necessary property rights and equipment, related site and utility improvements, and related planning, design, architectural, engineering, acquisition, demolition, construction, reconstruction, rehabilitation, renovation, repair, removal, construction management, installation, improving, furnishing and equipping expenses and other related expenses, paving, and functionally related renovation or rehabilitation activities necessary at the locations or facilities at which such undertakings occur, to the extent not explicitly identified in clauses (i)(A) through (G) (collectively, the “2012 Infrastructure Projects”), (ii) funding a portion of a capital reserve fund, and/or (iii) paying issuance and other costs related to the 2012 Infrastructure Bond. The clause (E) reference was inadvertently used to distinguish two different identifiers of the 2012 Infrastructure Projects in Ordinance No. 3723.

7. Pursuant to authority of the CDA Act, the Enabling Act, Sections 81 and 82A of the Charter, and Ordinance No. 3744, passed by the Mayor and City Council on May 21, 2013 and effective pursuant to the CDA Act on May 21, 2013 (“Ordinance No. 3744”), the City supplemented and amended Ordinance No. 3723 to modify the definition of the 2012 Infrastructure Projects and provide that proceeds of the 2012 Infrastructure Bond may be applied for (i) financing or refinancing costs of certain projects identified as follows: (A) Water Main Replacements, which generally involves water main replacements for streets including, but not limited to, sections of Michigan Avenue, Kentucky Avenue, Centre Street, Lafayette Street and Virginia Avenue, (B) Other Street Improvement Projects, (C) Replacement of Hydrants and Valves, which generally involves the replacement of hydrants and valves throughout the City of Cumberland, (D) East Side Station Roof Replacement, (E) Fort Hill Reservoir Valve Replacement, (F) Upgrade of Water

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System Cross Connection Program, (G) New Chlorine Feed and Storage Facility, which generally involves construction of such new facility, (H) Water Filtration Plant Outfall Relocation Project, (I) Memorial Campus Facility Demolition, (J) Wastewater Treatment Plant and System Improvements, and (K) Water Treatment Plant and System Improvements, together with, in each such case as is applicable with respect to the projects described in clauses (i)(A) through (K), to acquire or pay for, as applicable, the acquisition of improved or unimproved land, necessary property rights and equipment, related site and utility improvements, and related planning, design, architectural, engineering, acquisition, demolition, construction, reconstruction, rehabilitation, renovation, repair, removal, construction management, installation, improving, furnishing and equipping expenses and other related expenses, paving, repaving, sidewalk, curb, gutter and drain work, and functionally related renovation or rehabilitation activities necessary at the locations or facilities at which such undertakings occur, to the extent not explicitly identified in clauses (i)(A) through (K), (ii) funding a portion of a capital reserve fund and/or (iii) paying issuance and other costs related to the 2012 Infrastructure Bond.

8. Pursuant to the authority of the Enabling Act, the CDA Act, Sections 81 and 82A of the Charter, and Ordinance No. 3757, passed by the Mayor and City Council on May 6, 2014 and effective pursuant to the CDA Act on May 6, 2014 (“Ordinance No. 3757”), the City issued to the Administration on August 28, 2014 its (i) Mayor and City Council of Cumberland Infrastructure Bond, 2014 Series A-1 in the original principal amount of \$1,461,417 (the “2014 Infrastructure A-1 Bond”), (ii) Mayor and City Council of Cumberland Infrastructure Bond, 2014 Series A-2 in the original principal amount of \$915,000 (the “2014 Infrastructure A-2 Bond”), and (iii) Mayor and City Council of Cumberland Infrastructure Bond, 2014 Series A-3 in the original

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principal amount of \$5,143,583 (the “2014 Infrastructure A-3 Bond” and, together with the 2014 Infrastructure A-1 Bond and the 2014 Infrastructure A-2 Bond, the “2014 Infrastructure Bonds”).

9. Ordinance No. 3757 authorized proceeds of the 2014 Infrastructure Bonds to be applied for the purpose of providing all or a portion of the funds necessary for (i) financing or refinancing costs of certain projects identified as follows: (A) Improvements to the Water System and the Sewer System, including (without limitation) acquisition of vehicles, pump and motor upgrades, cross-connection program activities, detection improvements and upgrades, digester repairs, sewer replacements, flood control concrete repairs, pump station control upgrades, and improvement or replacement of water mains, hydrants and valves, (B) Facility and Property Improvements, including (without limitation) at City Hall, in the Municipal Services Center, at the Central Services building, at the Wastewater Treatment Plant, in Constitution Park, and at municipal pools, (C) Information Systems Improvements and Equipment, (D) Other Street Improvements, including (without limitation) bridge and intersection light improvements, and (E) Acquisition of New and/or Replacement Vehicles and Equipment, including (without limitation) for emergency services providers, for public works purposes, and for utility system purposes, together with, in each such case as is applicable with respect to the projects described in clauses (i)(A) through (E), the acquisition or payment for, as applicable, improved or unimproved land, necessary property rights and equipment, related site and utility improvements, and related planning, design, architectural, engineering, acquisition, demolition, construction, reconstruction, rehabilitation, renovation, repair, removal, construction management, permitting, installation, improvement, furnishing and equipping expenses and other related expenses, paving, repaving, sidewalk, curb, gutter and drain work, and functionally related activities necessary at the locations

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or facilities at which such undertakings occur, to the extent not explicitly identified in clauses (i)(A) through (E), (ii) funding a portion of a capital reserve fund, and/or (iii) paying issuance and other costs related to the 2014 Infrastructure Bonds.

10. Pursuant to the authority of the Enabling Act, the CDA Act, Sections 81 and 82A of the Charter, and Ordinance No. 3777, passed by the Mayor and City Council on June 2, 2015 and effective pursuant to the CDA Act on June 2, 2015 (“Ordinance No. 3777”), the City issued to the Administration on August 27, 2015 its (i) Mayor and City Council of Cumberland Infrastructure Bond, 2015 Series A-1 in the original principal amount of \$601,970.08 (the “2015 Infrastructure A-1 Bond”) and (ii) Mayor and City Council of Cumberland Infrastructure Bond, 2015 Series A-2 in the original principal amount of \$2,559,520.56 (the “2015 Infrastructure A-2 Bond” and, together with the 2015 Infrastructure A-1 Bond, the “2015 Infrastructure Bonds”).

11. Ordinance No. 3777 authorized proceeds of the 2015 Infrastructure Bonds to be applied for the purpose of providing all or a portion of the funds necessary for (i) financing or refinancing costs of certain projects identified as follows: (A) Improvements to the Water System and the Sewer System, (B) Facility and Property Improvements, (C) Information Systems Improvements and Equipment, (D) Other Street Improvements, and (E) Acquisition of New and/or Replacement Vehicles and Equipment, together with, in each such case as is applicable with respect to the projects described in clauses (i)(A) through (E), the acquisition or payment for, as applicable, improved or unimproved land, necessary property rights and equipment, related site and utility improvements, and related planning, design, architectural, engineering, acquisition, demolition, construction, reconstruction, rehabilitation, renovation, repair, removal, construction management, permitting, installation, improvement, furnishing and equipping expenses and other

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related expenses, paving, repaving, sidewalk, curb, gutter and drain work, and functionally related activities necessary at the locations or facilities at which such undertakings occur, (ii) funding a portion of a capital reserve fund, and/or (iii) paying issuance and other costs related to the 2015 Infrastructure Bonds.

12. Pursuant to the authority of the Enabling Act, the CDA Act, Sections 81 and 82A of the Charter, and Ordinance No. 3820, passed by the Mayor and City Council on June 6, 2017 and effective pursuant to the CDA Act on June 6, 2017 (“Ordinance No. 3820”), the City issued to the Administration on August 2, 2017 its (i) Mayor and City Council of Cumberland Infrastructure Bond, 2017 Series A-1 in the original principal amount of \$450,000 (the “2017 Infrastructure A-1 Bond”) and (ii) Mayor and City Council of Cumberland Infrastructure Bond, 2017 Series A-2 in the original principal amount of \$750,000 (the “2017 Infrastructure A-2 Bond” and, together with the 2017 Infrastructure A-2 Bond, the “2017 Infrastructure Bonds”).

13. Ordinance No. 3820 authorized proceeds of the 2017 Infrastructure Bonds to be applied for the purpose of providing all or a portion of the funds necessary for (i) financing or refinancing of the costs of the purchase/acquisition of (A) information technology improvements, equipment and software, and (B) new and/or replacement vehicles and equipment (including heavy duty vehicles and equipment), (ii) funding a portion of a capital reserve fund, and/or (iii) paying issuance and other costs related to the 2017 Infrastructure Bonds.

14. Pursuant to the authority of the Enabling Act, the CDA Act, Sections 81 and 82A of the Charter, and Ordinance No. 3840, passed by the Mayor and City Council on June 19, 2018 and effective pursuant to the CDA Act on June 19, 2018 (“Ordinance No. 3840”), the City issued to the Administration on August 30, 2018 its (i) Mayor and City Council of Cumberland

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Infrastructure Bond, 2018 Series A-1 in the original principal amount of \$525,894.43 (the “2018 Infrastructure A-1 Bond”), (ii) Mayor and City Council of Cumberland Infrastructure Bond, 2018 Series A-2 in the original principal amount of \$646,000 (the “2018 Infrastructure A-2 Bond”), and (iii) Mayor and City Council of Cumberland Infrastructure Bond, 2018 Series A-3 in the original principal amount of \$1,274,706.97 (the “2018 Infrastructure A-3 Bond” and, together with the 2018 Infrastructure A-1 Bond and the 2018 Infrastructure A-2 Bond, the “2018 Infrastructure Bonds”).

15. Ordinance No. 3840 authorized proceeds of the 2018 Infrastructure Bonds to be applied for the purpose of providing all or a portion of the funds necessary for (i) financing and/or refinancing costs of certain projects identified as follows: (A) information technology improvements, equipment and software, (B) new and/or replacement vehicles and equipment (including heavy duty vehicles and equipment), (C) facility and property improvements (including, without limitation, HVAC units for the Municipal Service Center), (D) water and wastewater filtration plant improvements, and/or (E) water distribution infrastructure, waterline, valve, meter and dam design and improvement/replacement, together with, in each such case as is applicable with respect to the projects described in clauses (i)(A) through (E), the acquisition or payment for, as applicable, improved or unimproved land, necessary property rights and equipment, related site and utility improvements, and related planning, design, architectural, engineering, bidding, permitting, acquisition, demolition, removal, construction, reconstruction, expansion, rehabilitation, renovation, repair, construction management, installation, improvement, furnishing and equipping expenses and other related expenses, paving, repaving, sidewalk, curb, gutter and drain work, landscaping, and functionally related activities necessary at the locations or facilities

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at or near which such undertakings occur, (ii) funding a portion of a capital reserve fund, and/or (iii) paying issuance and other costs related to the 2018 Infrastructure Bonds.

16. Pursuant to the authority of the Enabling Act, the CDA Act, Sections 81 and 82A of the Charter, and Ordinance No. 3858, passed by the Mayor and City Council on September 3, 2019 and effective pursuant to the CDA Act on September 3, 2019 (“Ordinance No. 3858”), the City issued to the Administration on November 21, 2019 its (i) Mayor and City Council of Cumberland Infrastructure Bond, 2019 Series B-1 in the original principal amount of \$252,995.32 (the “2019 Infrastructure B-1 Bond”), (ii) Mayor and City Council of Cumberland Infrastructure Bond, 2019 Series B-2 in the original principal amount of \$805,076.43 (the “2019 Infrastructure B-2 Bond”), and (iii) Mayor and City Council of Cumberland Infrastructure Bond, 2019 Series B-3 in the original principal amount of \$2,219,695.07 (the “2019 Infrastructure B-3 Bond” and, together with the 2019 Infrastructure B-1 Bond and the 2019 Infrastructure B-2 Bond, the “2019 Infrastructure Bonds”).

17. Ordinance No. 3858 authorized proceeds of the 2019 Infrastructure Bonds to be applied for the purpose of providing all or a portion of the funds necessary for (i) financing and/or refinancing costs of certain projects identified as follows: (A) office equipment and information technology improvements, equipment and software (including replacement of copiers and firewalls and upgrading a SCADA system), (B) new and/or replacement vehicles (including regular duty vehicles, heavy duty vehicles and a ladder truck) and equipment for use by various City departments, including the Police, Fire, Public Works, Vehicle Maintenance, Street, Parks & Recreation, Water Distribution, Sanitary Sewer, and Flood Control Departments, (C) facility improvements (including HVAC improvements at City Hall, garage doors at the Public Safety

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Building, and garage door openers, doors and hardware for the Municipal Service Center), (D) street lighting and street improvements (including replacement of a traffic cabinet), and/or (E) parking garage gate and payment collection system improvements, together with, in each such case as is applicable with respect to the project components described in clauses (i)(A) through (E), the acquisition or payment for, improved or unimproved land, necessary property rights and equipment, related site and utility improvements, related planning, design, architectural, engineering, bidding, permitting, acquisition, demolition, removal, construction, reconstruction, expansion, rehabilitation, renovation, repair, construction management, inspection, installation, improvement, furnishing and equipping expenses and other related expenses, paving, repaving, sidewalk, curb, gutter and drain work, landscaping, and functionally related activities necessary at the locations or facilities at or near which such undertakings occur, administrative, financial and legal expenses, and related or similar costs, and any such costs that may represent the Issuer's share or contribution to such undertaking, (ii) funding a portion of a capital reserve fund and/or other reserves required by the Administration under the Program identified in subsection (b) below, and/or (iii) paying issuance and other costs related to the 2019 Infrastructure Bonds.

18. The 2011 Infrastructure Bond matures on May 1, 2032. At any time on or after June 1, 2021, the 2011 Infrastructure Bond is subject to prepayment at the option of the City, in whole or in part, in an amount equal to the principal amount to be prepaid plus accrued interest to the date fixed for redemption of the Administration's corresponding bonds, in accordance with the terms of a Repayment Agreement dated as of August 1, 2011 between the City and the Administration relating to the 2011 Infrastructure Bond, as amended (including, without

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limitation, the minimum authorized principal amount to be prepaid and requiring the payment of certain expenses relating to the prepayment).

19. The 2012 Infrastructure Bond matures on May 1, 2032. At any time on or after June 1, 2022, the 2012 Infrastructure Bond is subject to prepayment at the option of the City, in whole or in part, in an amount equal to the principal amount to be prepaid plus accrued interest to the date fixed for redemption of the Administration's corresponding bonds, in accordance with the terms of a Repayment Agreement dated as of December 1, 2012 between the City and the Administration relating to the 2011 Infrastructure Bond (including, without limitation, the minimum authorized principal amount to be prepaid and requiring the payment of certain expenses relating to the prepayment).

20. The 2014 Infrastructure A-1 Bond matures on May 1, 2024. The 2014 Infrastructure A-2 Bond matures on May 1, 2029. The 2014 Infrastructure A-3 Bond matures on May 1, 2034. At any time on or after June 1, 2023, the 2014 Infrastructure Bonds are subject to prepayment at the option of the City, in whole or in part, in an amount equal to the principal amount to be prepaid plus accrued interest to the date fixed for redemption of the Administration's corresponding bonds, in accordance with the terms of a Repayment Agreement dated as of August 1, 2014 between the City and the Administration relating to the 2014 Infrastructure Bonds (including, without limitation, the minimum authorized principal amount to be prepaid and requiring the payment of certain expenses relating to the prepayment).

21. The 2015 Infrastructure A-1 Bond matures on April 1, 2025. The 2015 Infrastructure A-2 Bond matures on April 1, 2035. At any time on or after June 1, 2024, the 2015 Infrastructure Bonds are subject to prepayment at the option of the City, in whole or in part, in an

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amount equal to the principal amount to be prepaid plus accrued interest to the date fixed for redemption of the Administration's corresponding bonds, in accordance with the terms of a Repayment Agreement dated as of August 1, 2015 between the City and the Administration relating to the 2015 Infrastructure Bonds (including, without limitation, the minimum authorized principal amount to be prepaid and requiring the payment of certain expenses relating to the prepayment).

22. The 2017 Infrastructure A-1 Bond matures on April 1, 2024. The 2017 Infrastructure A-2 Bond matures on April 1, 2027. At any time on or after June 1, 2026, the 2017 Infrastructure Bonds are subject to prepayment at the option of the City, in whole or in part, in an amount equal to the principal amount to be prepaid plus accrued interest to the date fixed for redemption of the Administration's corresponding bonds, in accordance with the terms of a Repayment Agreement dated as of August 1, 2017 between the City and the Administration relating to the 2017 Infrastructure Bonds (including, without limitation, the minimum authorized principal amount to be prepaid and requiring the payment of certain expenses relating to the prepayment).

23. The 2018 Infrastructure A-1 Bond matures on April 1, 2025. The 2018 Infrastructure A-2 Bond matures on April 1, 2028. The 2018 Infrastructure A-3 Bond matures on April 1, 2048. At any time on or after June 1, 2028, the 2018 Infrastructure Bonds are subject to prepayment at the option of the City, in whole or in part, in an amount equal to the principal amount to be prepaid plus accrued interest to the date fixed for redemption of the Administration's corresponding bonds, in accordance with the terms of a Repayment Agreement dated as of August 1, 2018 between the City and the Administration relating to the 2018 Infrastructure Bonds

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(including, without limitation, the minimum authorized principal amount to be prepaid and requiring the payment of certain expenses relating to the prepayment).

24. The 2019 Infrastructure B-1 Bond matures on April 1, 2026. The 2019 Infrastructure B-2 Bond matures on April 1, 2029. The 2019 Infrastructure B-3 Bond matures on April 1, 2039. At any time on or after June 1, 2029, the 2019 Infrastructure Bonds are subject to prepayment at the option of the City, in whole or in part, in an amount equal to the principal amount to be prepaid plus accrued interest to the date fixed for redemption of the Administration's corresponding bonds, in accordance with the terms of a Repayment Agreement dated as of November 1, 2019 between the City and the Administration relating to the 2019 Infrastructure Bonds (including, without limitation, the minimum authorized principal amount to be prepaid and requiring the payment of certain expenses relating to the prepayment).

25. Separate and apart from the Infrastructure Bonds the City has issued to the Administration as described in these Recitals, pursuant to the authority of the Enabling Act, the Refunding Act, Sections 81 and 82A of the Charter, Ordinance No. 3793, passed by the Mayor and City Council on December 15, 2015 and effective on January 14, 2016 ("Ordinance No. 3793"), as amended and supplemented by Ordinance No. 3795, passed by the Mayor and City Council on May 17, 2016 and effective on June 16, 2016 (together with Ordinance No. 3793, "Amended Ordinance No. 3793"), Ordinance No. 3624, passed on an emergency basis by the Mayor and City Council on August 12, 2008 and effective on September 11, 2008 ("Ordinance No. 3624"), as amended and supplemented by Ordinance No. 3634, passed on an emergency basis by the Mayor and City Council on March 3, 2009 and effective on April 2, 2009 (together with Ordinance No. 3624, "Amended Ordinance No. 3624"), and Resolution No. 2017-07, adopted by

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the Mayor and City Council on June 6, 2017 and effective on June 6, 2017 (“Resolution No. 2017-07”), as applicable, the City issued on July 11, 2017 its Mayor and City Council of Cumberland Taxable Redevelopment and Pension Refunding Bonds of 2017 in the original aggregate principal amount of \$8,900,000 (the “2017 Taxable Bonds”).

26. The portion of the 2017 Taxable Bonds issued pursuant to the authority of the Enabling Act, the Refunding Act, Sections 81 and 82A of the Charter, Amended Ordinance No. 3793 and Resolution No. 2017-07 was issued for the public purpose of refunding the then-outstanding Mayor and City Council of Cumberland Taxable Bond Anticipation Notes of 2016 (the “2016 Taxable BANs”), which had been issued by the City on June 29, 2016 pursuant to the authority of the Enabling Act, Amended Ordinance No. 3793, Sections 81 and 82A of the Charter, and Resolution No. 2016-04, adopted by the Mayor and City Council on June 7, 2016 and effective on June 7, 2016, in order to provide interim financing for a project identified in Amended Ordinance No. 3793 as the “Maryland Avenue Redevelopment Project” and more particularly described therein, and to pay costs of issuance of the 2016 Taxable BANs.

27. The portion of the 2017 Taxable Bonds issued pursuant to the authority of the Enabling Act, the Refunding Act, Sections 81 and 82A of the Charter, Amended Ordinance No. 3624, and Resolution No. 2017-07, was issued for the public purpose of refunding a portion of the then-outstanding Mayor and City Council of Cumberland Taxable Pension Contribution Bonds of 2009 (the “2009 Taxable Pension Bonds”), which had been issued by the City on May 21, 2009 pursuant to the authority of the Enabling Act, Sections 81 and 82A of the Charter, Amended Ordinance No. 3624 and Resolution No. R2009-05, adopted by the Mayor and City Council on April 28, 2009 and effective on April 28, 2009, in order to finance, reimburse or refinance costs

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identified in Amended Ordinance No. 3624 as the “Pension Project”, including costs of issuance of the 2009 Taxable Pension Bonds.

28. Concurrently with the issuance of the 2017 Taxable Bonds, pursuant to the authority of the Enabling Act, the Refunding Act, Sections 81 and 82A of the Charter, and Ordinance No. 3621, passed by the Mayor and City Council on July 29, 2008 and effective on August 28, 2008 (“Ordinance No. 3621”), and Resolution No. 2017-07, the City issued its Mayor and City Council of Cumberland Tax-Exempt Public Improvement Refunding Bonds of 2017 in the original aggregate principal amount of \$6,155,000 (the “2017 Tax-Exempt Bonds”).

29. The proceeds of the 2017 Tax-Exempt Bonds were applied to refund in part the then-outstanding Mayor and City Council of Cumberland General Obligation Public Improvement Bonds, 2008 Series (the “2008 Tax-Exempt Street Bonds”), which had been issued by the City on November 25, 2008 pursuant to the authority of the Enabling Act, Sections 81 and 82A of the Charter, Ordinance No. 3621, and a Resolution adopted by the Mayor and City Council on September 16, 2008 and effective on September 16, 2008, in order to finance or reimburse costs of certain City street, road and related improvement projects identified in Ordinance No. 3621 as the “Project”, including costs of issuance of the 2008 Tax-Exempt Street Bonds.

30. The 2017 Taxable Bonds mature on June 1, 2037. The 2017 Taxable Bonds that mature on or after June 1, 2028 are subject to redemption prior to their stated maturities at the option of the City, in whole or in part, on June 1, 2027 or on any date thereafter, in the order of maturity specified by the City, at a redemption price of 100% of the principal amount of the 2017 Taxable Bonds (or portions thereof) to be redeemed, plus interest accrued to the date fixed for redemption, without penalty or premium.

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31. The 2017 Tax-Exempt Bonds mature on June 1, 2029. The 2017 Tax-Exempt Bonds that mature on or after June 1, 2028 are subject to redemption prior to their stated maturities at the option of the City, in whole or in part, on June 1, 2027 or on any date thereafter, in the order of maturity specified by the City, at a redemption price of 100% of the principal amount of the 2017 Tax-Exempt Bonds (or portions thereof) to be redeemed, plus interest accrued to the date fixed for redemption, without penalty or premium.

32. Pursuant to the authority of the Enabling Act, the Refunding Act, Sections 81 and 82A of the Charter and any other applicable law, the City has determined to authorize the issuance from time to time of one or more series of its general obligation refunding bonds in order to currently refund or advance refund all or a portion of the then-outstanding and unpaid (1) (A) 2011 Infrastructure Bond, (B) 2012 Infrastructure Bond, (C) 2014 Infrastructure Bonds, (D) 2015 Infrastructure Bonds, (E) 2017 Infrastructure Bonds, (F) 2018 Infrastructure Bonds, and/or (G) 2019 Infrastructure Bonds (each series or subseries of the bonds listed in clauses (1)(A) through (G), individually, an “Infrastructure Bond” and, collectively, the “Infrastructure Bonds”), and/or (2) 2017 Taxable Bonds, and/or (3) 2017 Tax-Exempt Bonds. The Infrastructure Bonds, the 2017 Taxable Bonds and the 2017 Tax-Exempt Bonds are collectively referred to in this Ordinance as the “Prior Bonds”.

33. Subsequent to the issuance of any original refunding bonds authorized hereby to refund any of the Prior Bonds, the City may desire to currently refund or advance refund all or a portion of such original refunding bonds through the issuance from time to time of one or more series of its general obligation refunding bonds pursuant to the authority of the Enabling Act, the Refunding Act, Sections 81 and 82A of the Charter and any other applicable law.

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34. The City has determined to pledge its full faith and credit and unlimited taxing power to the prompt payment of debt service on the original refunding bonds and the subsequent refunding bonds authorized hereby.

35. The City shall issue any original refunding bonds or subsequent refunding bonds authorized hereby in accordance with the terms and conditions provided for in a resolution or resolutions to be adopted by the Mayor and City Council. The method of sale of any such original refunding bonds or subsequent refunding bonds will be determined by the Mayor and City Council by resolution as authorized by the Refunding Act, any other applicable law, and Section 82A of the Charter.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND:

SECTION 1. (a) The Recitals to this Ordinance are deemed a substantive part of this Ordinance and incorporated by reference herein. Capitalized terms used in the Recitals to this Ordinance and not otherwise defined in the Sections of this Ordinance shall have the meanings given to such terms in the Recitals.

(b) References in this Ordinance to any official by title shall be deemed to refer (i) to any official authorized under the Charter, the code of ordinances of the City (the “City Code”) or other applicable law or authority to act in such titled official’s stead during the absence or disability of such titled official, (ii) to any person who has been elected, appointed or designated to fill such position in an acting or interim capacity under the Charter, the City Code or other applicable law or authority, (iii) to any person who serves in a “deputy,” “associate,” or “assistant” capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with the Charter, the City Code or other

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applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title not provided for in the Charter or the City Code, the official, however known, who is charged under the Charter, the City Code or other applicable law or authority with the applicable responsibilities, rights or duties referred to herein.

(c) References in this Ordinance to the “principal amount” of any of the Original Refunding Bonds or the Subsequent Refunding Bonds (each as defined herein) shall be construed to mean the par amount of such Original Refunding Bonds or Subsequent Refunding Bonds, as applicable.

SECTION 2. Pursuant to the authority of the Enabling Act, the Refunding Act, Sections 81 and 82A of the Charter and any other applicable law, the City hereby determines to borrow money and incur indebtedness in the form of general obligation refunding bonds for the public purpose of currently refunding or advance refunding all or any portion of the then-outstanding and unpaid Prior Bonds, including paying or reimbursing all or any portion of the following: (i) outstanding principal, prepayment or redemption premium, and/or interest accrued or to accrue to the date or dates of prepayment, redemption, purchase or maturity of the Prior Bonds (or, with respect to the Infrastructure Bonds, the corresponding bonds of the Administration) to be refunded in whole or in part, (ii) costs and expenses incurred in connection with the sale, issuance and delivery of such original refunding bonds, including, without limitation, legal and financial costs and costs of any credit enhancement or liquidity enhancement, (iii) any costs required to be paid or provided for in connection with the refunding or prepayment of any of the Infrastructure Bonds pursuant to any applicable Repayment Agreements between the City and the Administration described in the Recitals to this Ordinance, as the same may be further amended and supplemented, and (iv) to the extent

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determined by the Mayor and City Council by resolution, paying interest on such original refunding bonds, in each such case, (A) for the public purpose of (1) realizing savings in the total cost of debt service on a direct comparison or present value basis, (2) debt restructuring that reduces the total cost of debt service, or (3) debt restructuring that the City determines is in its best interests, is consistent with the City's long-term financial plan, and realizes a financial objective of the City, including improving the relationship of debt service to any source of payment such as taxes, assessments or other charges, or (B) for any other purpose then authorized by the Refunding Act or other applicable law (collectively, the "Original Refunding Project"). The total cost of the portion of the Original Refunding Project to be paid from proceeds of the Original Refunding Bonds identified in Section 3 of this Ordinance will not exceed Forty-Two Million Two Hundred Sixty Thousand Dollars (\$42,260,000).

SECTION 3. To evidence the borrowing and indebtedness authorized in Section 2 of this Ordinance, the City, acting pursuant to the authority of the Enabling Act, the Refunding Act, Sections 81 and 82A of the Charter, any other applicable law and this Ordinance, hereby determines to issue and sell from time to time, in one or more series, upon its full faith and credit, its general obligation refunding bonds in an original aggregate principal amount not to exceed Forty-Two Million Two Hundred Sixty Thousand Dollars (\$42,260,000) (each, a "series of the Original Refunding Bonds" and, collectively, the "Original Refunding Bonds"). Any series of the Original Refunding Bonds may consist of one or more bonds and any such bond may be issued in installment form and/or draw-down form.

SECTION 4. The proceeds of the Original Refunding Bonds shall be used and applied by the City exclusively and solely for the public purposes described in Section 2 of this Ordinance, unless a

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supplemental ordinance is enacted by the Mayor and City Council to provide for the use and application of such proceeds for some other proper public purpose authorized by the Enabling Act, the Refunding Act, the Charter and/or other applicable law.

SECTION 5. Pursuant to the authority of the Enabling Act, the Refunding Act, Sections 81 and 82A of the Charter, any other applicable law and this Ordinance, the Mayor and City Council, prior to the issuance, sale and delivery of each series of the Original Refunding Bonds, shall adopt a resolution or resolutions specifying, prescribing, determining, providing for or approving such matters, details, forms (including, without limitation, the form or substantially final form of the Original Refunding Bonds of such series), documents or procedures as may be required by the Enabling Act, the Refunding Act, Sections 81 and 82A of the Charter, any other applicable law or this Ordinance or as the Mayor and City Council may deem appropriate for the authorization, sale, security, issuance, delivery, payment, prepayment or redemption of or for such series of the Original Refunding Bonds, including the purposes of the Refunding Act to be achieved by the issuance of such series of the Original Refunding Bonds. Any such resolution may, subject to the limitations of any applicable law, set forth, determine or provide for the determination of, provide for, or approve or provide for the approval of, among other matters, as applicable, the designation of such series of the Original Refunding Bonds; the date of issue of such series of the Original Refunding Bonds; the original aggregate principal amount of such series of the Original Refunding Bonds; the denomination or denominations of such series of the Original Refunding Bonds; the maturity or maturities of such series of the Original Refunding Bonds; the principal installment or installments (including, without limitation, serial maturities and/or mandatory sinking fund installments) payable on such series of the Original Refunding Bonds; the rate or rates of interest, or the method of determining the rate or rates

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of interest, payable on such series of the Original Refunding Bonds, which may be fixed or variable; provisions for the payment of late fees, additional interest and/or penalties payable with respect to such series of the Original Refunding Bonds and/or adjustments to interest rates in appropriate circumstances; the purchase price for such series of the Original Refunding Bonds; provisions relating to the prepayment or redemption of such series of the Original Refunding Bonds at the City's option or by mandatory sinking fund payments; provisions allowing the registered owners of such series of the Original Refunding Bonds to put or cause the prepayment or redemption of the same at their option; the manner of selling such series of the Original Refunding Bonds, which may be at a private sale, without soliciting bids, or at a public sale, and all matters in connection therewith, including any forms of documents, certificates, instruments or notices authorized or required by applicable law; provisions for the execution of such series of the Original Refunding Bonds; provisions for the appropriation, disposal and/or investment of the proceeds of such series of the Original Refunding Bonds; provisions for the application of unexpended proceeds, any premium paid upon sale and/or investment earnings on proceeds of such series of the Original Refunding Bonds, which may include, without limitation, on the refunding of the applicable Prior Bonds, on costs of issuance of such series of the Original Refunding Bonds, or on debt service payable or prepayable on such series of the Original Refunding Bonds, to the extent permitted by applicable law; the selection of any bond registrar, paying agent, escrow agent, verification consultant, escrow bidding agent or other appropriate service providers in connection with such series of the Original Refunding Bonds; the determination of the Prior Bonds to be refunded in whole or in part from such series of the Original Refunding Bonds; certifications, representations, determinations, designations or elections relating to the tax-exempt or taxable status of interest payable on such series of the Original Refunding Bonds;

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any agreements, documents or other instruments necessary or desirable in connection with the refunding; any replacements of or amendments, modifications or supplements to any agreements, documents, certificates or other instruments entered into between the City and the Administration or delivered by the City in connection with the Infrastructure Bonds; and all other terms and conditions pursuant to which such series of the Original Refunding Bonds will be issued, sold and delivered, including, without limitation, any determinations to be made or provided for by resolution as contemplated by Section 82A(d) of the Charter or other applicable law, to the extent not determined or provided for in this Ordinance. Among other matters, the Mayor and City Council by resolution may authorize, approve or otherwise provide for (i) payment of any commitment fee, breakage fee or similar fee and any other costs (including other parties' legal costs and expenses) payable in connection with any series of the Original Refunding Bonds, (ii) the obtaining of credit enhancement or liquidity enhancement for any series of the Original Refunding Bonds (and the negotiation, approval, execution and delivery of any agreements or documents relating thereto), and (iii) any other agreements, documents, instruments or determinations necessary or desirable to enhance the marketability of or as security for any series of the Original Refunding Bonds, including, without limitation, any ratings, any official statement or similar disclosure document or any continuing disclosure undertaking required to satisfy the requirements of Securities and Exchange Commission Rule 15c2-12. By resolution the Mayor and City Council may delegate to one or more City officials the authority to make any final determinations, approvals or decisions with respect to any series of the Original Refunding Bonds. Any resolution may specify, prescribe, determine or provide for the determination of, provide for, or approve or provide for the approval of, the details required or authorized by this Section 5 for more than one series of the Original Refunding Bonds.

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SECTION 6. Pursuant to the authority of the Enabling Act, the Refunding Act, Sections 81 and 82A of the Charter, any other applicable law and this Ordinance, the City is hereby authorized and empowered to issue and sell from time to time, upon its full faith and credit, one or more series of its general obligation refunding bonds (each, a “series of the Subsequent Refunding Bonds” and, collectively, the “Subsequent Refunding Bonds”), for the public purpose of currently refunding or advance refunding all or any portion of the then-outstanding and unpaid Original Refunding Bonds, including paying or reimbursing all or any portion of the following: (i) outstanding principal, prepayment or redemption premium, and/or interest accrued or to accrue to the date or dates of prepayment, redemption, purchase or maturity of the Original Refunding Bonds (or, with respect to any Original Refunding Bonds that were issued to the Administration, the corresponding bonds of the Administration) to be refunded in whole or in part, (ii) costs and expenses incurred in connection with the sale, issuance and delivery of such Subsequent Refunding Bonds, including, without limitation, legal and financial costs and costs of any credit enhancement or liquidity enhancement, (iii) any costs required to be paid or provided for in connection with the refunding or prepayment of any of the Original Refunding Bonds that were issued to the Administration pursuant to any applicable repayment or other agreements entered into between the City and the Administration pursuant to the CDA Act, and (iv) to the extent determined by the Mayor and City Council by resolution, paying interest on such Subsequent Refunding Bonds, in order to realize an objective authorized by the Refunding Act or other applicable law, as determined by the Mayor and City Council by resolution; provided that, the original aggregate principal amount of any series of the Subsequent Refunding Bonds shall not exceed one hundred thirty percent (130%) of the outstanding aggregate principal amount of the Original Refunding Bonds refunded therefrom. Any

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such series of the Subsequent Refunding Bonds may consist of one or more bonds and any such bond may be issued in installment form and/or draw-down form. Prior to the sale, issuance and delivery of any series of the Subsequent Refunding Bonds, the Mayor and City Council shall adopt a resolution or resolutions authorizing such series of the Subsequent Refunding Bonds and specifying, prescribing, determining or providing for the determination of, providing for, or approving or approving or providing for the approval of, with respect to such series of the Subsequent Refunding Bonds, the same types of matters, details, forms, documents, procedures and determinations detailed to be made or provided for by resolution in Section 5 hereof with respect to each series of the Original Refunding Bonds, to the extent applicable to such series of the Subsequent Refunding Bonds (construing references in such Section 5 (i) to the Original Refunding Bonds to refer to the Subsequent Refunding Bonds, (ii) to the refunded Prior Bonds to refer to the refunded Original Refunding Bonds, and (iii) to the Infrastructure Bonds to refer to any Original Refunding Bonds issued to the Administration), and as otherwise may be authorized or required by applicable law. By resolution the Mayor and City Council may delegate to one or more City officials the authority to make any final determinations, approvals or decisions with respect to any series of the Subsequent Refunding Bonds. Any resolution may specify, prescribe, determine or provide for the determination of, provide for, or approve or provide for the approval of, the details required or authorized by this Section 6 for more than one series of the Subsequent Refunding Bonds.

SECTION 7. (a) The full faith and credit and unlimited taxing power of the City are hereby pledged to the payment of the principal of and interest on each series of the Original Refunding Bonds and the Subsequent Refunding Bonds actually issued, as applicable (each, a

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~~Strike through~~ : Indicates material deleted from this Ordinance as introduced

“series of the Obligations” and, collectively, the “Obligations”), when due and to the imposition of the taxes hereinbelow described as and when such taxes may become necessary in order to provide sufficient funds to meet the debt service requirements of each series of the Obligations. Subject to the further provisions of this Section 7, the City hereby covenants with the registered owners of the Obligations of each series to impose ad valorem taxes on all real and tangible personal property in the City that is subject to assessment for unlimited municipal taxation at a rate and in an amount sufficient to pay the principal of and the interest on the Obligations in each fiscal year in which any of the Obligations are outstanding and to take any further action that may be lawfully appropriate from time to time during the period that the Obligations of such series remain outstanding and unpaid to provide the funds necessary to pay promptly the principal thereof and the interest due thereon. If the proceeds from the taxes so imposed in any such fiscal year are inadequate for such payment, additional taxes shall be imposed in the succeeding fiscal year to make up such deficiency.

(b) The foregoing provisions shall not be construed so as to prohibit the City from paying the principal of and interest on the Obligations of any series from the proceeds of the sale of any other obligations of the City or from any other funds legally available for that purpose (including, without limitation, with respect to any of the Original Refunding Bonds, from the proceeds of any of the Subsequent Refunding Bonds). Pursuant to the authority of Section 82A of the Charter, by resolution the Mayor and City Council may provide that all or a portion of the debt service on the allocable portion of any series of the Obligations shall be payable in the first instance from specified revenues or other moneys identified in such resolution, to the extent available for such purpose. Within the limitations of any applicable Maryland or federal law (including, without

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limitation, the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder), the City may apply to the payment of the principal of or interest on the Obligations of any series any funds received by it from the State of Maryland or the United States of America, or any governmental agency or instrumentality, or from any other source, if the funds are granted or paid to the City for such purpose or are otherwise available for such purpose, and to the extent of any such funds received or receivable in any fiscal year, the taxes hereby required to be imposed may be reduced proportionately.

SECTION 8. By resolution, the Mayor and City Council may make any appropriate arrangements (including, without limitation, by authorizing one or more appropriate officials to make any elections, designations, determinations or filings on the City's behalf) in the event any right of the registered owner of an Obligation to put or cause the prepayment or redemption of such Obligation at its option, or any change in the interest rate of an Obligation, or any other modification to an Obligation could lead to a reissuance of such Obligation for purposes of the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations promulgated thereunder.

SECTION 9. In addition to the matters and details authorized to be determined or provided for by the Mayor and City Council by resolution with respect to any series of Original Refunding Bonds or Subsequent Refunding Bonds pursuant to Sections 5 and/or 6 of this Ordinance, and unless counsel to the City, counsel to the Administration or applicable law requires any of the following matters or determinations be made or provided for by ordinance, to the extent any series of Original Refunding Bonds or Subsequent Refunding Bonds is to be sold by the City to the Administration pursuant to the CDA Act, by resolution the Mayor and City Council may specify, prescribe, determine or provide for the determination of, provide for, or approve or provide for the approval of, any matters

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or details authorized or required by the CDA Act, including, without limitation, the pledge of any moneys authorized by Section 4-229(b) of the CDA Act; the establishment and funding of, or covenant to fund, any reserves authorized, required or contemplated by the CDA Act; the making of any other covenants required by the Administration or the CDA Act; and the negotiation, approval, execution and delivery of any agreements, documents, certificates or instruments required by the Administration or authorized by the CDA Act.

SECTION 10. By resolution, the Mayor and City Council may determine that any series of the Original Refunding Bonds or the Subsequent Refunding Bonds authorized hereby may be consolidated with any bonds and/or refunding bonds authorized by the Mayor and City Council and issued as a single series of obligations.

SECTION 11. By resolution the Mayor and City Council may make or authorize any modifications to (i) any series of the Obligations once issued, and (ii) any related documentation, certificates or instruments, unless under applicable law the proposed modifications require action by ordinance in addition to or in place of a resolution.

SECTION 12. With respect to any series of the Obligations, the Mayor and City Council by resolution may delegate to one or more specified officials or employees the authority to negotiate, approve, execute and deliver, as applicable, any documents, certificates or instruments relating to such Obligations or to take other actions with respect thereto. The following City officials and employees: the Mayor, the City Administrator, the Treasurer, the Director of Administrative Services, the Comptroller, the City Clerk and all other appropriate officials and employees of the City are hereby authorized, empowered and directed to (i) take any and all action necessary to complete and close the sale, issuance and delivery of the Original Refunding Bonds or the Subsequent

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Refunding Bonds, (ii) negotiate, approve, execute and deliver all documents, certificates and instruments necessary or appropriate in connection with any such sale, issuance and delivery, and (iii) carry out the transactions contemplated by this Ordinance, any ordinance amendatory of or supplemental to this Ordinance, any resolution adopted in furtherance of this Ordinance, and any documents, certificates or instruments executed and delivered in connection with any series of the Obligations, all to the extent any particular action is within the scope of such official's or employee's authority and such authorization has not been delegated to one or more specified City officials or employees by ordinance or resolution.

SECTION 13. The title of this Ordinance shall be deemed to be, and is, a fair summary of this Ordinance for publication and all other purposes.

SECTION 14. The provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated by this Ordinance.

SECTION 15. This Ordinance shall become effective thirty (30) days after its passage pursuant to the provisions of Section 82A of the Charter, subject to the petition-to-referendum provisions of Section 82A(c) of the Charter.

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Underlining : Indicates material added to this Ordinance as introduced
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MAYOR AND CITY COUNCIL OF
CUMBERLAND

(SEAL)

Raymond M. Morriss
Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

Introduced: _____, 2020

Passed: _____, 202__

Votes for passage: _____

Votes against passage: _____

Effective: _____, 2021

#219659;10002.072

Underlining : Indicates material added to this Ordinance as introduced
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File Attachments for Item:

. Order 26,739 - approving an amendment to the Community Development Block Grant (CDBG) Program to reduce funding to the 2020 Targeted City Foot and Bike Patrol Project by \$84.00, bringing the total 2020 CDBG allocation to \$809,458

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

ORDER NO. 26,739

DATE: December 15, 2020

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

THAT, the following amendments to the Community Development Block Grant Program be
and are hereby approved effective December 15, 2020:

Program	Current Award	Amendment	New Total Award
2020 Targeted City Foot and Bike Patrols	\$5,000	(\$84)	\$4,916
2020 CDBG Allocation	\$809,542	(\$84)	\$809,458

Raymond M. Morriss, Mayor

Public Notice of Intent to Reprogram PY 2020 Community Development Block Grant Funds

Minor Amendment #3 11202020

City of Cumberland

In accordance with federal regulations governing the Consolidated Planning process, the City of Cumberland is notifying the public regarding a proposal to reprogram Community Development Block Grant (CDBG) funds from activities affecting the 2020 Annual Action Plan. Reprogramming CDBG funds in a timely manner enables the City to comply with HUD "Timeliness" standards and allows the funds to be used on "shovel ready" activities. The following decrease in funding is defined as a Minor Amendment.

The changes proposed for the FY 2020 Annual Action Plan primarily involve decreasing 2020 funds allocated to the Targeted Foot and Bike Patrols project (SS20.061). The funds were allocated to provide additional police foot and bike patrols to targeted areas of the City of Cumberland to increase safety for residents. The original grant of \$5,000 will be reduced by \$84. This is in response to a reduction in the City's FY2020 Community Development Block Grant allocation from \$809,542 to \$809,458 due to an error in the original formula calculation which was explained in a letter to Raymond M. Morriss, Mayor of Cumberland, dated October 22, 2020 from John Gibbs, Acting Assistant Secretary for Community Planning and Development, U.S. Department of Housing and Urban Development.

In accordance with the City of Cumberland Citizen Participation Plan 2020, no comment period is required as this is not a substantial amendment. This Minor Amendment to the 2020 Community Development Block Grant Annual Action Plan will be considered by Mayor and City Council at the regular meeting livestreamed on Tuesday, December 15, 2020 at 6:15 PM.

File Attachments for Item:

. Order 26,740 - declaring 884 Sperry Terrace to be surplus property and stating the City's intent to transfer the property to Harold P. and Ann V. Atkins for the amount of \$9,200

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

ORDER NO. 26,740

DATE: December 15, 2020

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

WHEREAS, the Mayor and City Council of Cumberland is the record owner of a certain parcel of real property, together with the improvements thereon, known as 884 Sperry Terrace in Cumberland, MD (hereinafter referred to as the "Property"), the Property being more particularly described as that which was conveyed from Allegany County, Maryland to Mayor and City Council of Cumberland by deed dated June 1, 2019, and recorded in the Land Records of Allegany County, Maryland in Book 2476, Page 218; and

WHEREAS, the Property has been determined to be surplus property by the Mayor and City Council of Cumberland;

IT IS, THEREFORE, ORDERED, by the Mayor and City Council of Cumberland, that:

1. The Property is hereby declared to be surplus in accordance with the provisions of Section 1 of the Charter of the City of Cumberland; and
2. The Mayor and City Council of Cumberland intend to transfer the Property to Harold P. and Ann V. Atkins for the amount of Nine Thousand, Two Hundred Dollars (\$9,200); and
3. That after passage of twenty (20) days from the date of this Order and the passage of an Ordinance authorizing the execution of the Deed effecting the conveyance of the Property, formal transfer of the Property to Harold P. and Ann V. Atkins may proceed.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: December 15, 2020

Key Staff Contact: Ken Tressler, Director of Administrative Services

Item Title:

Order declaring 884 Sperry Terrace to be surplus property and declaring the City's intent to transfer the property to Harold P. and Ann V. Atkins for the amount of \$9,200

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

884 Sperry Terrace is a City-owned property that had to be demolished. The Atkins' offered to pay the demo and asbestos abatement costs to obtain ownership of the property. This is a good deal for the City and one that we would like to replicate going forward as part of our on-going efforts to eliminate blight and encourage neighborhood development.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

File Attachments for Item:

. Order 26,741 - approving budget appropriations and transfers for fiscal year 2019-2020

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

ORDER NO. 26,741

DATE: December 15, 2020

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

THAT, the following appropriations and transfers be and are hereby approved for
Fiscal Year 2019-2020:

	Original Budget	Budget Changing Ordinances	Current	Revised Amended Budget	Adjustment Required
Expenditures					
General Government	\$ 1,850,672	\$ -	\$ 1,850,672	\$ 1,850,672	\$ -
Public Safety	12,717,910	-	12,717,910	12,681,910	(36,000)
Public Works	2,925,181	82,000	3,007,181	2,815,181	(192,000)
Recreation	986,579	-	986,579	986,579	-
Community Dev & Housing	1,372,088	-	1,372,088	1,372,088	-
Debt Service	2,801,865	-	2,801,865	2,817,865	16,000
Operating Transfers	1,065,431	-	1,065,431	1,277,431	212,000
Total Expenditures	\$ 23,719,726	\$ 82,000	\$ 23,801,726	\$ 23,801,726	\$ -

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 26,742 - accepting the sole source proposal from SADA Systems, Inc., to provide a G Suite Enterprise Account for the City's use of Google mail and Google applications for a term of three (3) years, effective December 6, 2020 through December 6, 2023, in the amount not-to-exceed \$65,512.20

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

ORDER NO. 26,742

DATE: December 15, 2020

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

THAT, the sole source proposal from SADA Systems, Inc., to provide a G Suite Enterprise Account for the City's use of Google mail and Google applications for a term of three (3) years, effective December 6, 2020 through December 6, 2023, be and is hereby accepted in the amount not-to-exceed Sixty-Five Thousand, Five Hundred Twelve Dollars and Twenty Cents (\$65,512.20); and

BE IT FURTHER ORDERED, that this proposal be and is hereby obtained through State of Maryland cooperative bid pricing.

Raymond M. Morriss, Mayor

Funding: City-wide distribution

SADA Systems, Inc.

G Suite

Ordering Document

This G Suite Ordering Document (the “Ordering Document”) and the corresponding Customer Agreement (the “Agreement”) between SADA Systems, Inc. and Customer (as defined below) governs Customer’s access to and use of the Services. Undefined capitalized terms used in this Ordering Document will have the meanings set forth in the Agreement.

Customer: City of Cumberland

Address: 57 North Liberty St
Cumberland, MD 21502

Pricing

Product Description	Annual Price	Quantity	Amount
Year 1			
G Suite Enterprise Accounts	\$75.99	260	\$19,757.40
Year 1 Sub Total			\$19,757.40
Year 2			
G Suite Enterprise Accounts	\$83.99	260	\$21,837.40
Year 2 Sub Total			\$21,837.40
Year 3			
G Suite Enterprise Accounts	\$91.99	260	\$23,917.40
Year 3 Sub Total			\$23,917.40
Sales Tax (not included)			Plus Applicable Tax
Grand Total			\$65,512.20

*** All sales taxes, including State sales tax, Local sales tax, Federal Regulatory Assessment Fee, Federal Universal Service Fund and State 911 Fee, which are properly payable in connection with this Agreement under the Applicable law shall be paid by Customer. These prices may NOT include applicable taxes, electronic waste recycling fee, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

If Customer is tax exempt, then it is incumbent upon Customer to declare its exemption by initializing here (Customer must initial here if claiming tax exempt status).

Note: Fees, such as Telecom Regulatory Fees, associated with telephony charges stemming from Google Voice licenses (if such licenses are part of this Ordering Document) are not eligible for any exemptions.

Contract Term: From 12/6/2020 until 12/6/2023

Invoices and Payment Schedule

Invoice	Invoice Amount
First invoice will be issued at the beginning of the Contract Term	\$19,757.40
11 months after agreement execution	\$21,837.40
23 months after agreement execution	\$23,917.40

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

Bank Information

ACH or ETF:

Wells Fargo Bank
Swift Code: WFBIUS6
464 California St. San Francisco, CA
94104
Routing Number: 121042882
Bank Account Name: SADA
Systems, Inc.

Remittance Address:

SADA Systems, Inc
5250 Lankershim Blvd., Suite 620
North Hollywood, CA 91601
ATTN: Accounting
accounting@sadasystems.com

Bank Account Number: 7757670067

Customer Information

Accounts Payable Information	
Full Name (required)	Sarah Gyger
Phone	3017596403
Email Address (required)	accounts.payable@cumberlandmd.gov
Technical Administrator Contact Information	
Full Name (required)	Johnna Byers
Phone	3017596441
Off Domain Email Address (eg, john.smith@gmail.com or IT123@yahoo.com)	johnna@byersfamily.org
Email Address (required)	johnna.byers@cumberlandmd.gov

Terms and Conditions

1) Customer agrees to the terms of the Customer Agreement accessible at the Link below, of which this Ordering Document is a part.

<https://sada.com/agreements/gafb/gafb-v11.pdf>

2) Customer agrees that all licenses will be provisioned on the primary domain, and that the primary domain is accurate as listed here

cumberlandmd.gov

3) Additional licenses purchased during the Contract Term will be priced at the price per month (for any sku listed above) multiplied by the number of partial or whole months remaining in the Contract Term.

4) Payment for additional licenses purchased during the Contract Term will be due in full upon receipt of an invoice, and will be exempt from the Payment Schedule above.

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

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

SADA Systems, Inc.

City of Cumberland

Signature

Signature

Name

Name

Title

Title

Date

Date

File Attachments for Item:

. Order 26,743 - authorizing execution of a third Amendment to Purchase Agreement with Allegany Junction Limited Partnership regarding the sale of land located at 100 Reynolds Street, to allow for two (2) additional 30-day closing extensions

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

ORDER NO. 26,743

DATE: December 15, 2020

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

THAT, the Mayor be and is hereby authorized to execute a third Amendment to Purchase Agreement by and between the Mayor and City Council of Cumberland and Allegany Junction Limited Partnership, pertaining to the Purchase Agreement dated April 7, 2020, subsequent first Amendment to Purchase Agreement dated July 7, 2020, and subsequent second Amendment to Purchase Agreement dated November 4, 2020, regarding the sale of a certain parcel of land located at 100 Reynolds Street, to allow for two (2) additional 30-day Closing Extensions.

Raymond M. Morriss, Mayor

AMENDMENT TO PURCHASE AGREEMENT

THIS AMENDMENT TO THE PURCHASE AGREEMENT (this “**Amendment**”) is made and entered into as of December ____, 2020 by and between **Mayor and City Council of Cumberland** (the “**Seller**”) and **Allegany Junction Limited Partnership** (the “**Buyer**”).

RECITALS:

WHEREAS, Seller and Buyer entered into a Purchase Agreement dated April 7, 2020, as amended on July 7, 2020 and November 4, 2020 (the “**Agreement**”) with respect to the sale of a certain parcel of land located at 100 Reynolds Street, Cumberland, Maryland 21502;

WHEREAS, Buyer exercised all of its Closing Extension options in accordance with Paragraph 5 of the Agreement;

WHEREAS, Buyer and Seller have worked diligently since executing the Agreement to but require additional time to complete the transaction;

WHEREAS, Buyer has paid Seventy-Two Thousand Dollars in earnest deposits (\$72,000.00) as of the date of full execution of this Amendment; and

NOW THEREFORE, Seller and Buyer to amend the Agreement as follows:

1. Paragraph 5 is amended to add an additional two (2) Closing Extensions. Paragraph 5 hereby reads as follows:

“The Buyer may have ten (10) options to extend the date of Closing for thirty (30) days in each instance by notifying the Seller in writing in advance of the then-applicable date for Closing and paying additional earnest money deposits, each in the amount of One Thousand Five Hundred Dollars (\$1,500.00) the said payment(s) hereinafter being referred to as the (“Subsequent Earnest Deposit(s)”). The Subsequent Earnest Deposit(s) shall be remitted to the Title Company to be held in accordance with the terms of this Agreement. Upon the exercise of the first option to extend, the Initial Earnest Deposit shall become non-refundable.”

The terms and conditions of the Purchase Agreement, as amended, shall remain in full force and effect, except as amended by this Amendment.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto as of the date written beneath those signatures.

WITNESS:

**ALLEGANY JUNCTION
LIMITED PARTNERSHIP**

By: Allegany Junction GP, LLC

An Ohio limited liability
company Its General Partner

By: Woda Cooper General Partner,
LLC An Ohio limited liability
company Its Managing
Member

By: Woda Cooper Communities, LLC
An Ohio limited liability
company Its Sole Member

By: 
Chelsea Arlantico, Authorized Signatory
Vice President & Corporate Counsel

Date

12/3/2020

Mallory Weaver

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

Date

File Attachments for Item:

. Order 26,744 - authorizing execution of a Certificate of Satisfaction acknowledging that the Deed of Trust made by Rebecca Dorothy D. Jackson to the City, dated march 10, 2008 (Deed Book 1478, Page 139) pertaining to 10 Decatur Street has been fully paid and the lien is therefore released

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

ORDER NO. 26,744

DATE: December 15, 2020

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

THAT, the Mayor be and is hereby authorized to execute a Certificate of Satisfaction acknowledging that the Deed of Trust made by Rebecca Dorothy D. Jackson to the City, dated March 10, 2008, (Allegany County Land Records Book 1478, Page 139) pertaining to 10 Decatur Street has been fully paid, and stating that the lien is hereby released.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: December 15, 2020

Key Staff Contact: Kathy McKenney, Community Development

Item Title:

10 Decatur Street Certificate of Satisfaction

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

A Certificate of Satisfaction is needed to confirm that all obligations related to the five-year forgivable loan, provided to Dorothy D. Johnson on March 10, 2008 for her residence at 10 Decatur Street in the amount of \$3,658.00 have been met. (Book 1478 Page 139)

Amount of Award: \$3,658.00 (2008) Now satisfied

Budget number:

Grant, bond, etc. reference: Book 1478 Page 139 Allegany County Land Records

Certificate of Satisfaction

Know All Men By These Presents:

That the Mayor and City Council of Cumberland does hereby acknowledge that the indebtedness secured by a certain Deed of Trust made by Rebecca Dorothy D. Jackson unto Michael Scott Cohen, trustee for the benefit of the Mayor and City Council of Cumberland, dated March 10, 2008 and recorded among the Land Records of Allegany County, Maryland in Book 1478, Page 139 has been fully paid and satisfied, that the Mayor and City Council of Cumberland was at the time of satisfaction the holder of the Deed of Trust Note, and that the lien of the Deed of Trust is hereby released.

WITNESS the hand and seal of the holder of the Deed of Trust Note this 15th day of December, 2020.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF
CUMBERLAND

Marjorie A. Woodring, City Clerk

By: _____
Raymond M. Morriss, Mayor

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEARBY CERTIFY, that on this 15th day of December, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Raymond M. Morriss, who acknowledged himself to be the Mayor of the Mayor and City Council of Cumberland, a Maryland municipal corporation, the holder of the instrument referred to above, and that he, as such Mayor, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained and he acknowledged that the facts set forth in said instrument are true.

WITNESS my hand and Notarial Seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires: _____

DEED OF TRUST

THIS DEED OF TRUST, is made this 10th day of March, 2008, by and between the MAYOR AND CITY COUNCIL OF CUMBERLAND (hereinafter referred to as "Lender"), and Dorothy D. Johnson (the "Borrower") and Michael Scott Cohen ("Trustee").

WITNESSETH

WHEREAS, the said Borrower is justly indebted to the Mayor and City Council of Cumberland (the "Lender") in the principal sum of Three Thousand Six Hundred and Fifty-Eight Dollars (\$3,658.00) for money advanced or to be advanced from Lender to Borrower, and as evidence of said principal sum together with interest the said Borrower has signed and delivered to Lender a Repayment Agreement/Promissory Note bearing even date herewith (the "Note"); and

WHEREAS, the Borrower desires to secure the full and punctual payment of said debt and interest thereon when and as the same shall become due and payable, as well as any and all renewals or extensions of the Note, and all present and future advances, as the said debt may become due and payable under any such renewal or extension thereof (which renewals or extensions of the debt hereby secured, or of any part thereof, or any changes in its terms of payment or the rate of interest payable on the same, shall not impair in any manner the validity or priority of this Deed of Trust); and also to secure the reimbursement to Lender and to the Trustee or Substitute Trustee or Trustees, for all sums and monies which may be advanced as herein provided for, and for all commissions, costs and expenses (including reasonable attorneys' fees) incurred or paid in the collection of the Note or on account of any litigation at law or in equity which may arise in respect to this Trust or to the property hereinafter mentioned, or to the indebtedness herein mentioned or secured, or in obtaining possession of the premises after any sale which may be made as hereinafter provided for.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH: That the Borrower, in consideration of the premises, and of the sum of One Dollar (\$1.00) in legal tender of the United States of America to it in hand paid by the Lender, does hereby grant and convey unto the Trustee, his personal representatives, heirs, successors and assigns, in fee simple, the land and premises situate, lying and being in Allegany County, State of Maryland, and more particularly described in Exhibit "A" attached hereto as a part hereof.

TOGETHER with all the right, title and interest of Borrower, including any after-acquired title or reversion, en and to the beds of the ways, streets, waters, avenues, and alleys adjoining the said land and premises; and all tenements, hereditaments, easements, appurtenances, rents, issues, crops, passages, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, as well as any other-acquired title, franchise, or license and reversion and reversions and remainder and remainders thereof.

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any estate now in the land herein described or any part hereof

TOGETHER with all of the rents, issues and profits which be had therefrom.

TOGETHER with all building materials and equipment now or hereafter delivered to said premises intended to be installed therein.

TOGETHER with all present or future contract rights of and from the herein described property or any part thereof.

TOGETHER with any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu thereof (a) any taking of the property or any act thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, the property or any part thereof (all the foregoing being hereinafter sometimes referred to collectively as the "Condemnation Award") to the extent of all indebtedness which may be secured by this Deed of Trust at the date of receipt of any such Condemnation Award by the Lender, and of the reasonable counsel fees, costs and disbursements, if any, incurred by the Lender in connection with the collection of such Condemnation Award or payment; and

TOGETHER with any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, this 10th day of March, 2008.

NOTARY PUBLIC
ALLEGANY COUNTY, MD
APR 02, 2008 01:14 PM

28.00
28.00
48.00
TOTAL
\$ 76278
\$ 110

covering the Property or any portion thereof.

TO HAVE AND TO HOLD the said lot of ground with improvements and other property and rights described above (all of which is hereinafter called the "Property") unto the Trustee, his personal representatives, heirs, successors and assigns, in fee simple.

IN TRUST to secure to the Lender and to the Trustee for the benefit of the Lender (a) the payment of all indebtedness secured hereby which shall include, but not be limited to, (i) all monies and all sums of principal and interest due or to become due under the Note, (ii) all other monies now or hereafter advanced or expended by the Trustee or by the Lender as provided for herein or in any other of the Loan Documents (as hereinafter referred to), or by applicable law, and (iii) all costs, expenses, charges, liabilities, commissions, half-commissions and attorneys fees now or hereafter chargeable to, or incurred by, or disbursed by, the Trustee, the Lender of the Borrower as provided for herein, or in any other Loan Documents (as hereinafter referred to), or by applicable law, and (b) performance of, observance of and compliance with, all of the terms, covenants, conditions, stipulations and agreements contained herein on in any of the following documents (which documents, as the same may be modified or amended from time to time as approved by the Lender, together with this Deed of Trust and any and all other documents which the Borrower or any third party or parties, have executed and delivered, or may hereafter execute and deliver, to evidence or secure the Note, or any part thereof, or in connection therewith, as hereinafter referred to collectively as the "Loan Documents"): (a) The Note.

PROVIDED, HOWEVER, that if the Borrower shall pay or cause to be paid to the Lender the indebtedness in full at the time and in the manner stated in the Note and in this Deed of Trust and any other Loan Documents evidencing and securing the loan from Lender to Borrower at any time before the sale hereinafter provided for, and shall well and truly perform, comply with and observe each and every covenant, agreement, term and condition of this Deed of Trust and of the other Loan Documents, then these presents and the estate granted hereby shall cease, determine and become void, and upon proof given to the satisfaction of the Trustee that the indebtedness has been so paid or satisfied in full, the Trustee shall (upon the receipt of the written request of the Lender and at the expense of the Borrower), release and discharge the lien and terminate the security interest of this Deed of Trust of record upon payment to the Trustee, of a reasonable fee for the release and reconveyance of the Property or any partial release and reconveyance thereof.

REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

AND THIS DEED OF TRUST FURTHER WITNESSETH, that the Borrower, jointly and severally, for themselves, their heirs, personal representatives, successors and assigns, has covenanted and agreed and does hereby covenant and agree with the Trustee and the lender and any subsequent assignee or other lawful owner of the Note hereby secured as follows:

1. **Title to Property.** Borrower covenants that at the time of the execution and delivery of this Deed of Trust it has good fee simple title to all of the Property described in the granting clauses of this Deed of Trust as being presented granted, assigned, conveyed, and transferred hereunder, subject only to those matters set forth on the commitment for title insurance issued to the Lender in connection with this loan transaction; and the Borrower hereby warrants specially and will defend the title of such property, and every part thereof, whether now or hereafter acquired, unto the Trustee and their or each of their successor or successors in Trust, against all claims and demands by any person or entity whatsoever claiming under or through Borrower; Borrower covenants that Borrower will comply with all of the terms, covenants and conditions of all agreements and instruments recorded in the aforesaid Land Records or such applicable Financing Statement Records affecting the Property;

2. **Payment of Debt.** Borrower will duly and punctually pay the principal sum and interest and any other charges due on the Note at the date and place and in the manner provided in the Note. In the event Borrower fails to pay the entire unpaid balance of the principal sum of the Note, with interest and any other charges then due on the Note, then the same shall become due and payable as provided in the Note.

3. **Taxes and Public Charges.** Borrower will promptly pay and discharge all lawful taxes, water rents, assessments, public and other dues, charges and levies which are or may be imposed upon the Property, and upon payment thereof will exhibit to Lender, upon demand, the receipted bills therefore.

4. **Borrower Covenants.** Borrower (a) will keep the Property free from all delinquent statutory liens and claims of every kind; (b) will not permit

or suffer any lien to accrue or remain on the Property or any part thereof senior or subordinate without the prior written consent of Lender to the lien of this Deed of Trust; (c) will promptly and faithfully comply with and obey all laws, ordinances, rules, regulations, requirements and orders of every duly constituted governmental authority or agency having jurisdiction with respect to the Property; (d) will not sell, abandon, cease to own, assign, encumber, transfer or dispose of the Property or any interest therein; (e) will not without Lender's prior written consent initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property or any part thereof.

5. **Liens.** Borrower shall not voluntarily create or otherwise permit to be created or filed against the Property any lien superior or junior to this Deed of Trust, without the prior written consent of the Lender.

6. **Cross-Default.** Any default in payment or performance of any promissory note, line of credit agreement or other agreement evidencing or securing any loan or credit accommodation from Lender to Borrower (or to any individual constituting the Borrower) shall be deemed a default under this Deed of Trust.

7. **Condition of Property.** Borrower (a) will keep the Property in good order, and will not permit or suffer any waste thereof; (b) will permit the Lender to enter upon and inspect the property; (c) will not tear down any improvements now or hereafter constructed on the Property or materially change them or permit them to be torn down or materially changed, without the written consent of the Lender.

8. **Protection of Lender and Trustee.** Borrower will save Lender and Trustee harmless from all costs and expenses, including reasonable attorneys' fees, and cost of a title search, continuation of abstract and preparation of a survey, incurred by reasons of any action, suit, proceeding, hearing, motion, or application before any court or administrative body (except an action to foreclose or to collect the debt secured hereby, as to which see paragraphs below) with respect to Lender's right in and to which the holder or Trustee may be or become a party by reason of this Trust, including but not limited to, condemnation, bankruptcy, probate and administrative proceedings, as well as any other of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend and uphold the terms of this Trust, and all money paid or expended by holder of said Note or Trustee in that regard, together with interest thereon from the date of such payment, at the rate set forth in said Note, shall be so much additional indebtedness secured hereby and shall be immediately and without notice due and payable by Borrower, to Lender.

9. **Improvements.** No improvements or equipment of the Borrower now or hereafter covered by the lien and security interest of this Deed of Trust shall be removed, demolished or materially altered without the prior written consent of the Lender.

10. **Eminent Domain.** The Lender is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceeding relating to any Condemnation Award, and to settle or compromise any claim in connection therewith. No settlement for the damages sustained thereby shall be made by the Borrower without the Lender's prior written approval thereof. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decreases in value of the Property by a public quasi-public authority or corporation, the Borrower will continue to pay the indebtedness as and when the same shall become due and payable until the Condemnation Awards hereinbefore assigned and granted to the lender are actually received by Lender and any reduction in the principal resulting from the application by the Lender of the Condemnation Awards shall be deemed to take effect only on the date of such receipt.

11. **Hazardous Materials: Contamination**

(a) The Borrower represents and warrants to Lender that there are no materials presently located on, in or under the Property which, under federal, state or local law, statute, ordinance or regulations; or court or administrative order or decree, or private agreement (hereinafter collectively referred to as "Environmental Requirements") require special handling in collection, storage, treatment or disposal and that Borrower will not place or permit to be placed any such materials on, in or under the Property. The Borrower agrees to (i) give written notice to the Lender immediately upon the Borrower's acquiring knowledge of the presence of any hazardous materials on, in or under the Property or of any hazardous materials contamination with a full description thereof; (ii) promptly comply with any Environmental Requirements requiring the removal, treatment or disposal of such hazardous materials or hazardous materials contamination and

provide the lender with satisfactory evidence of such compliance; (iii) provide the Lender, within thirty (30) days after a demand by the Lender, with a bond, letter of credit or similar financial assurance evidencing to the Lender's satisfaction that time necessary funds are available to pay the cost of removing, treating, and disposing of such hazardous materials or hazardous materials contamination and discharging any lien which may be established on the Property as a result thereof; and may be established on the Property as a result thereof; (iv) defend, indemnify and hold harmless the Lender and the Trustee from any and all claims, costs, and expenses, which may now or in the future (whether before or after the release of the Deed of Trust) be asserted, imposed or incurred as a result of the presence of any hazardous materials on, in or under the Property or any hazardous materials contamination.

(b) If the Borrower shall fail to take such action, Lender may, in addition to all other remedies, make advances or payments towards performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorneys' fees, fines, or other penalty payments, shall be at once repayable by Borrower and shall bear interest at the rate of five percent (5%) per annum over the then prevailing interest rate under the terms of the Note, from the date the same shall become due and payable until the date paid, and all sums so advanced or paid, with interest as aforesaid, shall become part of the indebtedness secured by the Deed of Trust. Failure of the Borrower to comply with any and all Environmental Requirements shall constitute and be a default under the Deed of Trust.

12. **Advances by Lender.** If the Borrower shall fail to perform any of the covenants herein, Lender may make advances or payments to perform the same, but shall be under no obligation so to do; and all sums so advanced or paid shall be at once repayable by Borrower and shall bear interest at the rate established under the Note from time to time until paid and any such sum or sums so advanced or paid, with interest as aforesaid, shall become a part of the indebtedness hereby secured; but no such advance or payment shall relieve Borrower from any default hereunder.

EVENTS OF DEFAULT; REMEDIES OF LENDER

13. If one or more of the following events (herein called "Events of Default") shall happen, that is to say:

(a) Default shall be made in any payment on account of the principal sum of the Note or interest thereon or any other charge required to be paid by Borrower under this Deed of Trust when and as the same shall become due and payable as herein or in the Note; or

(b) Default shall be made in the observance or performance of one or more of the other representations, covenants and warranties on the part of the Borrower contained herein or in the Note after the applicable grace period contained in subparagraph (e) herein; or

(c) Default shall be made in any payment or in the observance, or performance of one or more of the representations, covenants and warranties of any Loan Document after any applicable grace period herein referred to or in any other loan document evidencing, securing or guaranteeing any loan from Lender to Borrower; or

(d) Any court of competent jurisdiction shall sign an order (i) adjudicating Borrower a bankrupt; (ii) appointing a Trustee or receiver of the Property or of a substantial part of the property of Borrower; or (iii) approving a petition for or effecting, an arrangement in bankruptcy, or any other judicial modification or alteration of the rights of Lender or other creditor of Borrower; or if Borrower shall (i) file any petition or (ii) consent to any other action seeking any such judicial order; or if Borrower shall make an assignment for the benefit of creditors or shall admit in writing inability to pay debts as they become due.

(e) No event of default contained in subparagraph (b) and (c) shall have occurred until fifteen (15) days after Lender shall have furnished Borrower written notice of such default and Borrower shall have failed to cure such default within fifteen (15) days after Lender sends such notice. Provided, however, that such grace period shall not apply to any failure to perform any covenant contained in Paragraph 8 of this Deed of Trust.

Upon the occurrence of an Event of Default, the Lender may, at its option, declare the entire unpaid balance of the principal sum under the Note and any other indebtedness secured hereby immediately due and payable. Such principal sum, all accrued and unpaid interest and any other indebtedness shall forthwith become due and payable, and Borrower waives presentment,

protest and demand, notice of protest, demand, dishonor and nonpayment.

Upon the occurrence of an Event of Default, the Borrower authorizes the clerk or any attorney of any court of record to appear for it and enter judgment by confession in favor of Lender or its assigns for the balance then due on the Note, together with court costs, interest and attorneys' fees in an amount equal to fifteen percent (15%) of the outstanding principal balance, expressly waiving summons and other process, and does further consent to the immediate execution of said judgment, expressly waiving the benefit of any and all exemption laws.

Upon the occurrence of an Event of Default, the Borrower assents to the passage of a decree by the court having jurisdiction for the same of the Property, pursuant to the Maryland Rules of Procedure or other applicable laws, and the Borrower authorizes the Trustee to sell (granting him a power of sale) and the Trustee may, and upon the written request of the Lender shall, sell, or if the bidder defaults, re-sell to the highest responsible bidder all the Property as an entirety (including crops) or in such parcels as Lender shall in writing request, or, in the absence of such request, as the Trustee may determine, at public auction at such time and place and after such public advertisement as the Trustee shall deem advantageous and proper and as required by law, at Lender's option, said sale of the Property, or any part thereof, shall be subject to any existing tenancies on the Property.

Upon the occurrence of an Event of Default, the Trustee may, and upon the written request of the Lender shall, proceed by suit or suits or by any other appropriate remedy to protest and enforce the right of Lender whether for specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or to enforce payment of the Note or to foreclose this Deed of Trust, or to sell, as an entirety or in several parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction of Article 9 of the Maryland Uniform Commercial Code, as applicable.

14. **Application of Proceeds.** In the case of any sale of the Property or of any part thereof, whether under the power of sale herein granted or through judicial proceedings, the purchase money, proceeds and avails thereof, together with any other sums which may then be held as security hereunder or be due under any of the provisions hereof as a part of the Property, shall be applied as follows:

First, to the payment of the costs, expenses, and other charges of such sale or sales, including, but not limited to, a commission to the person or persons making the sale equal to eight percent (8%) of the amount then due under the terms of the Note, reasonable legal fees and costs of examination of title, and of all taxes, assessments or liens prior to the lien of this Deed of Trust, except any taxes, assessments or superior liens subject to which said sales shall have been made; and

Second, to the payment of the indebtedness hereby secured with interest at the rate provided for in the Note until the payment to the Lender of the proceeds of the sale in immediately available funds at the settlement with the purchaser of the Property; and

Third, to the payment of the balance, if any, to Borrower or to whomsoever may be lawfully entitled to receive the same

15. **Collection Expense.** Borrower shall pay all costs, charges and expenses including reasonable counsel fees, which Lender may incur in collecting any indebtedness hereby secure or in enforcing any of the rights of Lender hereunder or in protecting the security of the Lender, whether by suit or otherwise. If one or more of the Events of Default shall happen, Borrower shall pay to the Trustee, on demand, all reasonable costs, charges, fees, and disbursements of the Trustee chargeable or incurred in the administration and execution of the trusts hereby created, and the performance of his powers and duties hereunder.

MISCELLANEOUS PROVISIONS

16. **Lender's Expense in Defending Title.** If any action or proceeding be commenced to which action or proceedings the Trustee or Lender is made a party, or in which it becomes necessary to defend or uphold the lien of this Deed of Trust, all sums paid by Lender for the expense of any litigation to prosecute or defend the rights and lien created by this Deed of Trust (including the reasonable counsel fees) shall be at once repayable by Borrower and shall bear interest at the rate specified on the Note from time to time until paid, and any such sum or sums so paid, with interest as aforesaid, shall become a part of this indebtedness hereby secured by this Deed of Trust.

17. **No Waiver.** Lender may at anytime extend the time for payment of

the indebtedness hereby secured, or any part thereof, or interest thereon, and waive any of the covenants or conditions of the Note or in this Deed of Trust contained, in whole or in part, either at the request of the Borrower or of any person having an interest in the Property, take or release other security, release any part of the Property or any party primarily or secondarily liable on the Note or hereunder or on such security, grant extensions, renewals or indulgences therein or herein, apply to the payment of the principal sum and interest on the indebtedness hereby secured any part or all of the proceeds obtained by sale or otherwise as herein provided, without resort or regard to other security, or resort to any one or more of the securities or remedies which Lender may have and which in its absolute discretion it may pursue for the payment of all or any part of the indebtedness hereby secured, in such order and in such manner as it may determine, all without in any way releasing the Borrower or any Guarantor from any of the covenants, agreements, or conditions of the Note or this Deed of Trust, or relieving the unreleased Property from the lien of this Deed of Trust for all amounts owing under the Note and this Deed of Trust.

18. **Remedies Cumulative.** The rights, powers, privileges and discretions specifically granted to the Lender under this Deed of Trust are not in limitation of but are in addition to those given Lender at law or in equity or by statute, now or hereafter existing. No remedy hereby conferred is intended to be exclusive of any other remedy but all remedies are cumulative. No delay or failure to exercise any right or power accruing upon the occurring of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein or shall extend to any subsequent default.

19. **Non-liability of Trustee.** The Trustee shall be protected in acting upon any notice, request, consent, demand, statement, note or other paper or document believed by them to be genuine and to have been signed by the party or parties purporting to sign the same. The Trustee shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistakes of law or fact, nor for anything which they may do or refrain from doing in good faith nor generally shall they have any accountability hereunder except for their own willful default.

20. **No Conflict of Trustee.** The Trustee may act hereunder and may sell and convey the Property as herein provided, although the Trustee has been, or may hereafter be, attorneys, officers, or agents of Lender or of any other lender, in respect to any manner or business whatsoever.

21. **Removal of Trustee.** The irrevocable power is hereby expressly granted to remove the Trustee and to appoint a successor or successors or a single successor at any time and as many times as Lender may elect without exhaustion of its right without notice and without specifying any reasons therefore, by filing for record in the office or offices, if more than one, where the Deed of Trust is recorded a Deed of Appointment, and thereupon such successor Trustee or Trustees, without any further act, deed or conveyance, shall become vested with all the estates, property, title, rights powers, trusts, duties and obligations of his or their predecessor or predecessors in the trusts hereunder with like effect as if originally named as Trustee or Trustees hereunder. It is further understood and agreed that, in the event the trust is placed in two Trustees, the rights, powers, privileges, discretions, duties, obligations, and trust hereby related and reposed in the Trustee may be executed by either Trustee with the same legal force, effect, and virtue as though executed by both or all of them.

22. **Lender May Purchase.** Lender may bid and become the purchaser at any sale under this Deed of Trust, and may utilize any portion remaining unpaid hereunder as a deposit or down payment in lieu of the cash deposit which may otherwise be required of a purchaser in accordance with the terms of the sale.

23. **Notices.** Any notice or demand upon Borrower which may be given or made hereunder or with reference to this Deed of Trust shall be sufficient notice or demand if made in writing and mailed, certified mail, return receipt requested, as follows:

If to Borrower: (add address of borrower)

24. **Partial Invalidity.** If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained, other than the provisions requiring the Borrower to pay interest, principal, principal and interest, or any other of the indebtedness secured by this Deed of Trust, operates or would prospectively operate to invalidate

this Deed of Trust in whole or in part, then such clause or provision only shall be void, as though not herein contained and the remainder of this Deed of Trust shall remain operative and in full force and effect; and if such clause or provision requires the Borrower to pay principal and interest or any other of the indebtedness secured by this Deed of Trust, then at the option of the Lender, the entire unpaid principal sum, with all unpaid interest accrued thereon and all other unpaid indebtedness secured by this Deed of Trust shall become due and payable.

25. If any default occurs and is continuing under this Security Instrument, the Lender may apply to any state or federal court having jurisdiction for specific performance of this Security Instrument, for an injunction against any violation of this Security Instrument, or for such other relief at law or equity as may be appropriate and consistent with applicable requirements of this Security Instrument. No remedy conferred upon or reserved to the Lender by this Security Instrument is intended to be exclusive of any other available remedy or remedies, including without limitations, the remedy of foreclosure, but each and every such remedy is cumulative and is in addition to every other remedy given under this Security Instrument, existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this section will impair any such right or power or will be construed to be a waiver thereof. If, upon or after the occurrence of any default under this Security Instrument, the Lender incurs expenses for the enforcement or performance or observance of any obligation or agreement on the part of others contained herein, the Lender must be reimbursed upon demand by the Borrower for reasonable expenses paid to third parties.

26. Upon the request of the Lender, the Borrower shall provide the Lender with information or documents relating to the Borrower that shall be required by the Lender or by any other federal agency.

27. Binding Effect. The covenants, agreements, conditions and provisions of this Deed of Trust shall be binding upon and shall incur to the benefit of Borrower, Lender and Trustee, and their respective heirs, personal representatives, successors and assigns. As used herein, pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

28. Jury Trial Waiver. BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH LENDER, THE TRUSTEE OR THE BORROWER MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS DEED OF TRUST OR THE LOAN DOCUMENTS. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS DEED OF TRUST OR THE LOAN DOCUMENTS.

IN WITNESS WHEREOF, the Borrower has caused the within Deed of Trust to be duly signed and sealed the day and year first above written.

WITNESS:

Robert M. McKenney

Dorothy D. Johnson (SEAL)

Dorothy D. Johnson

(SEAL)

STATE OF MARYLAND
COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of March, 2008, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Barthyl S. Johnson, known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they signed the Deed of Trust as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. At the same time, Kathleen M. McKinney, the Representation of the party secured by the foregoing Deed of Trust, personally appeared before me and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the actual sum of money advanced at the closing transaction by the secured party was paid over and disbursed by the party or parties secured by the Deed of Trust to the Borrower or to the person responsible for the disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he/she is the agent of the party or parties secured hereby and is duly authorized to make this affidavit.

Witness my hand and notarial seal.

Carolyn A. Martin
Notary Public



My Commission Expires: 09/01/09.

The undersigned hereby certifies that this instrument was prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

Michael Scott Cohen
Michael Scott Cohen

Return recorded original to:
Michael Scott Cohen, Esquire
213 Washington Street
Cumberland, MD 21502

EXHIBIT A

All that lot or parcel or groups situated on the southerly side of Decatur Street in the City of Cumberland, Allegany County, Maryland, known as 36, 18 Decatur Street, and more particularly described as follows:

Beginning for the same on the South side of Decatur Street 100 feet and 9 inches, more or less, westerly from the West side of Hollister Avenue; and at the junction of the East side of a six-foot alley with the South side of Decatur Street, and running thence South 43 degrees 32 minutes East with the South side of said Street 30 feet, thence South 40 degrees 28 minutes West and in a line nearly at right angles with the line of Decatur Street 120 feet to Lincoln Alley, thence North 43 degrees 32 minutes West and with said Lincoln Alley 39 feet to the East side of the said six-foot alley hereinafter mentioned, and thence with the East side of said six-foot alley North 40 degrees 28 minutes East 120 feet to the place of BEGINNING.

Being the same property which was conveyed unto the party of the first part by deed of Barn T. Gardner Senfere, dated July 12, 1971, which is recorded in Liber 446, Page 218, one of the land records of Allegany County, Maryland.

IT ALSO BEING the same property conveyed from William H. Dickinson to David J. Johnson and Dorothy D. Johnson, his wife by deed dated and recorded among the Land Records in Deed Liber 488, folio 70. The said David J. Johnson departed this life on or about February 18, 1996, thereby vesting title in the herebefore-described property to Dorothy D. Johnson.

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Allegany
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.																																																							
		<input checked="" type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other _____																																																					
2	Conveyance Type Check Box	<input checked="" type="checkbox"/> Improved Sale	<input type="checkbox"/> Unimproved Sale	<input type="checkbox"/> Multiple Accounts																																																					
		<input type="checkbox"/> Arms-Length (1)	<input type="checkbox"/> Arms-Length (2)	<input type="checkbox"/> Arms-Length (3)																																																					
3	Tax Exemptions (if Applicable)	Recordation	<u>City of Cumberland</u>																																																						
		State Transfer																																																							
4	Consideration and Tax Calculations	County Transfer																																																							
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Location/Address of Property Being Conveyed (2) <u>10 Decatur Street Cumberland, MD 21502</u> Other Property Identifiers (if applicable) Water Meter Account No. <u>330126002</u>																																																									
7	Transferred From	Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred: If Partial Conveyance, List Improvements Conveyed:																																																							
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10	Contact/Mail Information	Instrument Submitted By or Contact Person Name: <u>Kathy McKenney</u> Firm: <u>City of Cumberland</u> Address: <u>517 North Liberty Street / PO Box 1702</u> <u>Cumberland MD 21502</u> Phone: <u>(301) 759-6431</u>																																																							
		<input checked="" type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input type="checkbox"/> Return Address Provided																																																							
11	Assessment Information	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Will the property being conveyed be the grantee's principal residence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Does transfer include personal property? If yes, identify:																																																							
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).																																																							
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Distribution: White - Clerk's Office
 Green - SDAT
 Pink - Office of Finance
 Goldenrod - Proprietary
 AOC-CC-300 (6/95)

File Attachments for Item:

. Order 26,745 - authorizing execution of a Grant Agreement on behalf of the Downtown Development Commission with Maryland Heritage Areas Authority to accept \$20,000 in grant funding for the Baltimore Street Access Project (12-16-M), with the condition that the City provides matching funding for the full cost of the grant

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

ORDER NO. 26,745

DATE: December 15, 2020

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

THAT, the Mayor be and is hereby authorized to execute a Grant Agreement by and between the Maryland Heritage Areas Authority and the Mayor and City Council of Cumberland to accept Twenty Thousand Dollars (\$20,000) in grant funding for the Baltimore Street Access Project (City Project 12-16-M), with the condition that the City provides matching funding for the full cost of the grant.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 12/15/2020

Key Staff Contact: Robert Smith, Derrik Grimm

Item Title: Maryland Heritage Areas Authority Grant Program Grant Agreement, City Project 12-16-M

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

This is a grant agreement between the Maryland Heritage Areas Authority Grant Program and the Mayor & City Council of Cumberland for the Baltimore Street Access Project (City Project 12-16-M) in the amount of \$20,000.00. The grant award will not exceed \$20,000.00 and is awarded under the condition that the Mayor & City Council of Cumberland will provide a match for the full cost of the grant award (\$20,000.00) to be used with the project.

Amount of Award:

Budget number:

Grant, bond, etc. reference:

MARYLAND HERITAGE AREAS AUTHORITY GRANT PROGRAM GRANT AGREEMENT

This Grant Agreement (this “**Agreement**”) is entered into as of the Effective Date (defined in Section 1.b below), by and between the Maryland Heritage Areas Authority, an instrumentality of the State of Maryland as part of the Department of Planning of the State of Maryland (“**MHAA**”) and Downtown Development Commission, Cumberland, Maryland, a unit of a local government, organized and existing under the laws of the State of Maryland (the “**State**”), with its principal office located at 57 North Liberty Street, Cumberland, MD 21502 (the “**Grantee**”).

RECITALS

- A. MHAA is authorized under Section 13-1113 of the Financial Institutions Article of the Annotated Code of Maryland, as amended (the “**Act**”) and the regulations set forth in the Title 14, Subtitle 29, Chapter 02 of the Code Of Maryland Regulations (the “**Regulations**”) to make grants from the Maryland Heritage Areas Authority Financing Fund (the “**Fund**”) to local jurisdictions or other eligible entities to develop management plans for certified heritage areas and for planning, design, acquisition, development, preservation, restoration, interpretation marketing, or programming of certified heritage areas (the “**Program**”), as further described in the MHAA Grant Program Guidelines (the “**Guidelines**”), and the MHAA Grant Program Manual (the “**Manual**”), as may be amended from time to time, and which are posted online at <https://mht.maryland.gov/heritageareas.shtml>;
- B. Consistent with the Act and the Regulations, MHAA has found that, during the COVID-19 public health crisis and the state of catastrophic health emergency proclaimed by the Governor of the State of Maryland on March 5, 2020 (the “**State of Emergency**”), providing financial assistance to MHAA’s capital grant grantees to cover emergency operating expenses will help enable these grantees’ continued viability and continued contributions to certified heritage areas, and is essential to carrying out the statutory purposes of the heritage areas program.
- C. By Resolution R-700 adopted on July 9, 2020, MHAA approved the use of up to Twenty Thousand and 00/100 Dollars (\$20,000) of each FY21 MHAA capital grant awarded, at Grantee’s option, for Grantee’s eligible COVID-19 -related operating expenses defined as “**Eligible Expenses**” in **Exhibit A** of this Agreement;
- D. Grantee has applied to MHAA for a grant from the Program for the project described herein (the “**Grant Application**”); and
- E. In reliance upon the information contained in the Grant Application, MHAA has determined that the proposed project is consistent with the provisions of the Act, the Regulations, and the Guidelines, and has approved an award of grant funds for the project on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHAA and Grantee agree as follows:

1. Grant and Project Terms.

- a. Grant Purpose. The purpose of this Agreement is to provide the Grantee with funds in an amount not to exceed \$20,000.00 (the “**Grant**”) to:
 - (i) assist the property known as the Baltimore Street Access, located at 57 North Liberty Street, Cumberland, MD (the “**Property**”), for the activities set forth and described in Exhibit A of this Agreement; and
 - (ii) pay for Grantee’s Eligible Expenses, as defined and set forth in Exhibit A of this Agreement.
 - (iii) Grantee shall use the Grant only to assist the Property and to pay for Eligible Expenses (together, the “**Project**”), as further described in the attached Exhibit A – Project Requirements (the “**Scope of Work**”), and shall operate the Project in accordance with the Act, the Regulations, the Guidelines and Manual, and the terms and conditions of this Agreement;
- b. Grant Term. This Agreement is effective as of the date it is executed by MHAA (the “**Effective Date**”), and shall terminate the later of (i) twenty-four months following the Effective Date, or (ii) MHAA’s receipt and approval of the Project Completion Report as set forth in Section 9.c of this Agreement (the “**Termination Date**”).
- c. Project Timetable. Grantee may commence the Project on the applicable Project Commencement Date set forth in the Exhibit A (the “**Project Timetable**”) and shall diligently pursue completion of the Project by the applicable Project Completion Date set forth in the Project Timetable.
- d. Extensions. At its discretion, MHAA may extend any date set forth in the Project Timetable, provided that the Grantee demonstrates to MHAA’s satisfaction that the circumstances warrant such extension. An extension may be offered by MHAA in writing or by email, and shall be deemed to be accepted by Grantee if Grantee fails to refuse the extension in writing or by email within ten (10) calendar days from the date the extension is offered. The requirements related to Project Timetable extensions are set out in the Manual.
- e. Project Consultants. Upon MHAA’s request, the Grantee shall submit for MHAA’s review and approval the professional qualifications of any person or entity contracted or retained to undertake any portion of the Project.

2. Grantee's Contribution.

Grantee shall provide an equity contribution to the Project in an amount equal to the Grant (the “**Grantee's Contribution**”), which may be comprised of a combination of any amount of cash and in-kind contribution. The Grantee’s Contribution must be approved by MHAA, and is further described in Exhibit A – Grantee’s Contribution, and in the budget set forth in Exhibit B (the “**Project Budget**”).

Grantee's Contribution shall be used to pay for Project expenses described in the Project Budget. Grantee's Contribution may include funds derived from other non-State public or private sources; provided however, that no State funds may be used for any part of the Grantee's Contribution. If the source of equity comprising Grantee's Contribution is reduced or otherwise becomes unavailable, Grantee shall replenish such equity source in order to remain compliant with the requirements of this Section. As part of Grantee's Project Completion Report, Grantee must provide to MHAA such information and documentation regarding Grantee's Contribution in form and content as may be required or requested by MHAA.

3. Grant Documents.

The following documents shall be executed or submitted in connection with the Grant, which documents shall be satisfactory in form and substance to MHAA:

- a. This Agreement;
- b. An Assurance of Compliance (Attachment 1), unless Grantee is a religious organization;
- c. If Grantee is a religious organization, a Fair Practices Certification (Attachment 1);
- d. If Grantee is a non-profit entity, a Contract Affidavit (Attachment 2);
- e. If Grant Amount is equal to or more than \$90,000, a Minority Business Enterprise Plan (**Attachment 3**) must be submitted and approved by MHAA; and
- f. Any other document or instrument that may be required by MHAA.

4. Easement and Preservation Requirements for Capital Projects.

If required in **Exhibit A – Special Conditions: Easement and Preservation Requirements**, Grantee shall execute, or cause the owner of the Property to execute an easement or preservation agreement, or a modification of these documents, satisfactory in form and content to the Maryland Historical Trust ("MHT"). The requirements related to easements and preservation are set out in the Guidelines and Manual.

5. Expenditure of Grant Proceeds.

- a. Grantee shall expend the Grant in accordance with the Project Budget. The addition or deletion of line items in the Project Budget must be approved by the MHAA staff member set forth in Section 17.a. of this Agreement, who shall serve as the project monitor for this Project (the "**Project Monitor**").
- b. Grantee may incur Project expenses commencing on the applicable Project Commencement Date shown on the Project Timetable. All costs incurred by Grantee before the applicable Project

Commencement Date are incurred voluntarily, at Grantee's risk and upon its own credit and expense. Grantee's rights to be reimbursed with Grant proceeds shall be governed by the provisions of this Agreement.

- c. All Grant funds shall be expended on or before the applicable Project Completion Date.
- d. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced and Grantee shall return all unexpended Grant funds to MHAA.
- e. MHAA must approve changes to the Project Budget as noted in Section 5.a above, the Scope of Work, or any other material term of this Agreement as determined by MHAA. The requirements related to amendments to the Project Budget and the Scope of Work are set out in the Manual.

6. Construction Requirements; Historic Properties.

- a. If the Property is listed in or eligible for listing in the Maryland Register of Historic Properties and the Project (i) is being financed by the State, including State tax credits; or (ii) is subject to an existing easement held by MHT; or (iii) will be subject to an easement required in **Exhibit A – Special Conditions: Easement and Preservation Requirements**, then, prior to any construction, reconstruction, improvement, enlargement, alteration, demolition or ground disturbance on the Property (collectively, the “**Work**”), Grantee shall have obtained all required approvals from MHT of the Work and the Project plans and specifications. Grantee shall construct the Project in accordance with any plans and specifications approved by MHT. No changes may be made to the plans and specifications, to the contracts for construction of the Project, or in construction of the Project without the prior written approval from MHT. Grantee shall ensure that all Work performed on historic properties is consistent with the Secretary of the Interior’s Standards for the Treatment of Historic Properties (36 CFR 68), as determined by MHT. The requirements relating to MHT Project review and approvals are set out in the Manual.
- b. Prior to commencing work on the Property
 - (i) Grantee shall obtain all necessary certifications, permits, licenses, and approvals and satisfaction of all requirements otherwise necessary to commence the work.
 - (ii) On or before the applicable Project Completion Date, Grantee shall obtain all necessary certifications, permits, licenses, and approvals and satisfy all requirements necessary to operate the Project.
 - (iii) Grantee shall cause the Property to be insured against loss or damage;

- (iv) During the term of the Agreement, Grantee shall permit MHAA and MHT, its agents and employees to enter upon and inspect all work performed in connection with the Project. All work performed in connection with the Project is subject to approval by MHAA and MHT;
- (v) Grantee shall ensure that all work performed in connection with the Project shall be performed in a good and workmanlike manner and shall comply with all applicable local, state and federal laws and ordinances; and
- (vi) No approvals or inspections by MHAA or MHT of the Project during construction shall constitute a warranty or representation by MHAA or MHT, or any of their agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any staff, agent representative or designee of MHAA and MHT are performed solely for the benefit of MHAA and MHT to assure the proper expenditure of the Grant and are not for the benefit of any other person.

7. Disbursement of Grant Proceeds.

- a. Provided that Grantee is not in default under this Agreement, MHAA shall disburse the Grant to Grantee as the Project progresses. Disbursements will be based upon requests for disbursement (a **“Request for Disbursement”**) submitted by Grantee through MHT’s online grants software system. All Requests for Disbursement shall be satisfactory to MHAA and shall identify all costs incurred for which the disbursement is being sought. Grantee shall provide such additional supporting documentation as may be required by MHAA.
- b. At Grantee’s option and provided that Grantee is not in default under this Agreement, MHAA shall disburse up to Twenty Thousand and 00/100 Dollars (\$20,000) of the Grant to Grantee for Eligible Expenses as follows:
 - (i) If the Grant is more than Forty Thousand Dollars (>\$40,000), the first disbursement shall be equal to fifty percent (50%) of the Grant and shall include up to Twenty Thousand and 00/100 Dollars (\$20,000) for Eligible Expenses.
 - (ii) If the Grant is equal to or less than Forty Thousand Dollars (≤\$40,000), and Grantee is using the first disbursement entirely for Eligible Expenses, Grantee may request that the first disbursement be in an amount equal to either of: (a) fifty percent (50%) of the Grant; or (b) up to Twenty Thousand and 00/100 Dollars (\$20,000) not exceeding the amount of the Grant.
- c. MHAA shall not disburse the Grant until Grantee has complied with the following conditions:

- (i) Grantee has complied with the Special Conditions set forth in **Exhibit A** to this Agreement, and all other terms and conditions of the Grant to MHAA's satisfaction; and
 - (ii) If Grantee is a nonprofit entity, Grantee has submitted its articles of incorporation, bylaws, and a corporate resolution accepting the Grant and authorizing one or more individuals to execute the Grant documents, and be in good standing and duly registered to do business in the State with the Maryland Department of Assessments and Taxation; and
- d. The final disbursement of Grant funds will be disbursed to Grantee in accordance with a Request for Disbursement upon:
 - (i) Grantee's completion of the Project to the satisfaction of MHAA;
 - (ii) Grantee's submission of a Project Completion Report (as defined in Section 9) on or before the due date set forth in the Project Timetable (the "**Project Completion Report Due Date**"), acceptable to MHAA in form and content, which includes information evaluating the effectiveness of the Project;
 - (iii) Grantee's submission of final financial documentation of the Grant, in accordance with the Manual. Such submission shall be satisfactory in form and content to MHAA; and
 - (iv) If applicable, Grantee shall have executed, or caused the owner of the Property to execute an easement, a preservation agreement, or a modification of such documents, in the form provided by MHAA.
- e. The requirements related to Requests for Disbursement are set out in the Guidelines and Manual.

8. Default and Remedies.

- a. A default under this Agreement shall occur if:
 - (i) Grantee fails to comply with any of the covenants, agreements, or certifications made by the Grantee in this Agreement, or in an easement, a preservation agreement or a modification of these documents with respect to the Property;
 - (ii) At any time any representation or warranty made by Grantee in connection with the Grant, the Agreement, or the Grant Application shall be incorrect in any manner;
 - (iii) Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report required under the Agreement, the Grant Application, for a Request for Disbursement, or affecting the Grant in general;
 - (iv) The Grant funds are not spent in accordance with the terms of this Agreement;

- (v) Grantee is in default under any other agreement related to the Project or, if applicable, the Property which, in MHAA's sole discretion, may have an adverse material impact on the Project;
 - (vi) At any time during the period of the Grant, there is pending or ongoing litigation with respect to Grantee's performance of any duties or obligations in connection with the Project or the Grant which may jeopardize or adversely affect this Agreement or the Project;
 - (vii) With respect to a Project involving any type of construction, before the Project is completed and the final disbursement of the Grant has been made, all or any portion of the Property is sold, leased, subleased, assigned, transferred, disposed of, or otherwise conveyed without the prior written consent of MHAA, if applicable;
 - (viii) At any time an easement or preservation agreement required pursuant to this Agreement is determined, by court finding or otherwise, not to be legally enforceable by MHT for any reason, if applicable.
 - (ix) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHAA;
 - (x) Grantee has not expended the Grant funds necessary to complete the Project by the applicable Project Completion Date; or
 - (xi) Grantee has not provided the Grantee's Contribution to MHAA's satisfaction.
- b. MHAA shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default.
- c. Upon the occurrence of a default that continues beyond the 30-day cure period, MHAA shall have the right to:
- (i) Reduce the amount of the Grant or withhold disbursement of the Grant;
 - (ii) Demand repayment of the Grant from Grantee in whole or in part; and/or
 - (iii) Terminate this Agreement by written notice to Grantee.
- d. In the event of MHAA's termination of the Agreement:
- (i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not disbursed;

- (ii) MHAA may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement;
- (iii) In addition to the rights and remedies contained in this Agreement, MHAA may at any time proceed to protect and enforce all rights available to MHAA by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement;
- (iv) Defaults under an easement or preservation agreement required under this Agreement shall be governed by the appropriate provisions of the easement or preservation agreement; and
- (v) 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, MHAA's right to terminate this Agreement shall be immediate.

9. Records and Reports.

- a. Grantee and any contractors or subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MHAA of all transactions relating to the receipt and expenditure of the Grant for the Project. All of these books, accounts, and records shall be open to the inspection of MHAA's representatives or other agencies of the State during reasonable working hours before, during, and after the period of time during which the Grant proceeds are expended. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to MHAA upon request.
- b. Books, accounts, and records of the Grantee and its contractors and subcontractors related to the Grant and the Project shall be maintained and made available to MHAA or MHAA's representative(s) for inspection for up to 3 years after either the date of Grantee's final expenditure of Grant funds or the termination of this Agreement, whichever is later.
- c. Grantee shall submit a mid-project report (a "**Mid-Project Report**") by the due date set forth in the Project Timetable (the "**Mid-Project Report Due Date**"). Upon request by MHAA, Grantee shall submit progress reports through MHT's online grants software system, or as otherwise directed by the Project Monitor. The requirements related to the Mid-Project Report and the progress reports are set out in the Guidelines and Manual.
- d. Either the Project Monitor or Grantee may request and hold joint meetings for the purpose of reviewing the progress and conduct of the Project.
- e. Should the Grantee at any time determine that the Project will not meet established goals within the Project Timetable, the Grantee shall immediately forward a written report to, or call for a special meeting with the Project Monitor to determine what actions need to be taken.

- f. The Grantee shall submit a project completion report (a “**Project Completion Report**”) by the applicable Project Completion Report Due Date, which report must be approved by MHAA prior to the release of the final disbursement of Grant funds. The requirements related to the Project Completion Report are set out in the Guidelines and Manual.
- g. In addition to the requirements set forth above, Grantee shall provide MHAA with such additional records, reports, and other documentation as may be required by MHAA.

10. General and Special Covenants.

- a. In carrying out the Project, Grantee agrees to accept technical assistance from MHAA or MHT if MHAA or MHT deems it necessary.
- b. Grantee agrees that Grantee shall carry out the Project in compliance with the Manual, as may be amended from time to time. Grantee acknowledges receipt of the Manual, which Manual is hereby incorporated by reference in this Agreement.
- c. The Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project. This responsibility may include, but is not limited to, compliance with local zoning, building, and public safety codes, review by local historic preservation commissions, and federal and State licensing, permitting, and environmental requirements.
- d. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, AND IN CONSIDERATION FOR THE GRANT PROVIDED UNDER THIS AGREEMENT, GRANTEE IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE GRANTEE. AT ANY TIME AFTER AN EVENT OF DEFAULT UNDER THIS AGREEMENT, THE GRANTEE HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD WITHIN THE STATE OF MARYLAND TO APPEAR FOR GRANTEE IN ANY COURT OF THE STATE OF MARYLAND IN ONE OR MORE PROCEEDINGS OR BEFORE ANY CLERK THEREOF, AND CONFESS JUDGMENT AGAINST THE GRANTEE, IN ACCORDANCE WITH MARYLAND RULE 2-611 OR 3-611, AS APPLICABLE, IN FAVOR OF MHAA FOR AN AMOUNT EQUAL TO THE GRANT (OR THE DISBURSED PORTION OF THE GRANT IF NOT FULLY DISBURSED), PLUS ALL OTHER AMOUNTS DUE AND PAYABLE BY THE GRANTEE AS SET FORTH HEREIN, COSTS OF SUIT, AND REASONABLE ATTORNEYS' FEES.
- e. The Grantee grants to MHAA and MHT the non-exclusive intellectual property right to use any work that Grantee may create, make or develop that is funded in whole or in part by the Grant, including but not limited to articles, books, papers, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork and computations

(collectively, the “**Work**”). MHAA and MHT shall have the right to use the Work without restriction or limitation, and without compensation to Grantee.

11. Grantee’s Support Acknowledgments.

With respect to all Project related (i) public events such as interviews, ground breaking ceremonies, dedications, media events; and (ii) materials such as press releases, brochures, video productions, installation of exhibits, signage, web pages, and any other materials which are developed with the assistance of the Fund under the Grant:

- a. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of MHAA support, along with the MHAA logo, in the following format:

This Project has been financed in part with State Funds from the Maryland Heritage Areas Authority, an instrumentality of the State of Maryland. However, Project contents or opinions do not necessarily reflect the views or policies of the Maryland Heritage Areas Authority.

- b. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of the local heritage area technical support identifying the name of the local heritage area, along with the logo of the local heritage area.
- c. Grantee shall consult with MHAA if issues arise regarding incorporation of the acknowledgments in the Project materials.
- d. The Grantee shall obtain review and approval of the materials listed above which are funded by the Grant prior to production of such materials.

12. Grantee's Certifications.

By executing the Agreement, Grantee certifies to MHAA that:

- a. If Grantee is a business entity, Grantee is duly organized and validly existing under the laws of Maryland, is duly registered to do business in the State with the Maryland Department of Assessments and Taxation, or is qualified to do business in the State as a foreign corporation, and will take such action as may be necessary from time to time to remain so qualified through the Termination Date.
- b. This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;
- c. The representations, statements, and other matters contained in the Grant Application and this Agreement are and remain materially true and complete in all material respects;

- d. If applicable, Grantee has obtained, or has reasonable assurances that it will obtain, all federal, State, and local government approvals, permits, and reviews which may be required for the Project;
- e. None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project; and
- 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.

13. Nondiscrimination Provisions; Equal Opportunity Compliance.

- a. Grantee may not discriminate, and certifies that it prohibits discrimination in leasing or otherwise providing dwelling or public accommodations or in any other aspect of the development, administration, or operation of the Project, or in any aspect of employment by the Grantee or contractor of the Project, on the basis of:
 - (i) Age or sex (except with respect to residents in elderly projects or when age or sex constitutes a bona fide occupational qualification); or
 - (ii) Race, color, creed, political or religious opinion or affiliation, national origin, sex, sexual orientation, marital status, or physical or mental handicap of a qualified handicapped individual.
- b. Grantee shall comply with the requirements and provisions of the Maryland Department of Planning Assurance of Compliance, attached to this Agreement as **Attachment 1**.
- c. Grantee shall comply with all applicable federal, State, and local laws and departmental policies and programs regarding discrimination and equal opportunity in employment, housing, and credit practices, including MHAA's Minority Business Enterprise Program, as amended, if Grantee does not have its own minority business participation program which is acceptable to MHAA.
- d. Upon MHAA's request, Grantee will submit to MHAA information relating to its operations, with regard to political or religious opinion or affiliation, sexual orientation, marital status,

physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by MHAA.

14. Indemnification.

Grantee releases MHAA from, agrees that MHAA shall have no liability for, and agrees to protect, indemnify, and hold MHAA harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against MHAA as a result of or in connection with the Project. All monies expended by MHAA as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs incurred in enforcing the Agreement, including reasonable attorney's fees and court costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MHAA. This Section shall survive the term of this Agreement.

If Grantee is a county or a municipality, Grantee's indemnification obligations in this Agreement are made to the extent of, and contingent upon, the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§ 5-301, et seq.; and Md. Code Ann., Cts. & Jud. Proc. §5-5A-02, (together the "County Indemnification Statutes"), all as amended from time to time.

15. Environmental Certification and Indemnification.

Grantee makes the following certifications and indemnification regarding the environmental conditions on the Property:

- a. Grantee shall (i) not cause or allow any hazardous materials to be placed on the Property in violation of federal, state or local laws; (ii) carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may exist on or be placed on the Property; and (iii) ensure that, to the Grantee's best knowledge, the Property is in compliance with all applicable federal and state environmental laws and regulations.
- b. Grantee shall comply with all federal, state, and local laws and requirements concerning the treatment and removal of hazardous materials including lead paint from the Property.
- c. Grantee shall indemnify and hold MHAA, its employees and agents harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees and court costs, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify MHAA shall survive the term of this Agreement.

16. Insurance.

- a. Grantee shall carry hazard, general commercial liability, general contractor, title or flood insurance as applicable to the Property or the Project. The requirements related to insurance coverages are set out in the Guidelines and Manual. Grantee shall provide satisfactory evidence of required insurance coverages upon request by MHAA.
- b. If Grantee is a local government, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to MHT.

17. Notices.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing, or submitted electronically to MHT's online grants software system, pursuant to directions to be provided by MHAA. 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 MHAA shall be mailed to the Project Monitor or such other person as may be designated by MHAA:

Maryland Heritage Areas Authority
Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032
Attn: Ennis Barbary Smith, Project Monitor

- b. Communications to Grantee shall be mailed to:

Robert Smith
Director of Engineering
Downtown Development Commission, Cumberland Maryland
57 North Liberty Street
Cumberland, MD 21502

18. 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 MHAA to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

19. Amendment. Except as provided in Section 1.d. above, minor amendments to this Agreement, may be amended from time to time upon written or emailed request for amendment from either party to the Agreement, and written or emailed response agreeing to the amendment from the other party. Significant and material amendments to this Agreement shall be evidenced by a written instrument executed by both of the parties.

20. **Assignment.** This Agreement may not be assigned without MHAA's prior written approval.
21. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.
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. **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the Effective Date of this Agreement are applicable to this Agreement.
24. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.
25. **Costs.** Grantee shall bear all costs incident to the Grant including, without limitation, if applicable, fees for title insurance, property insurance, or other insurance coverages that may be required by MHAA, recordation fees, and Grantee's attorneys' fees, if any.
26. **Acceptance.** Grantee's acceptance of this Agreement shall constitute Grantee's unconditional agreement to comply with the terms and provisions herein, and shall be indicated by signing this Agreement in the place provided below and returning it to MHAA to the attention of the Project Monitor.
27. **No Warranty or Representation.** Neither the approval by MHAA, nor any subsequent inspections or approvals of the Project during construction, shall constitute a warranty or representation by MHAA or any of its agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any agent representative or designee of MHAA are performed solely for the benefit of MHAA to assure the proper expenditure of the Grant and are not for the benefit of any other person.
28. **Voluntary Termination.** MHAA and Grantee shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to the other party. In the event of voluntary termination by MHAA, Grantee's authority to request disbursements shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not yet disbursed to Grantee. At the time of termination, Grantee shall return to MHAA any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.
29. **Execution in Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts (including facsimile counterparts or as a "PDF" or similar attachment to an email), all of which when taken together shall be deemed one original. This Agreement may be electronically signed; an electronic signature appearing on the Agreement is the same as a handwritten signature for the purposes of validity, enforceability, and admissibility if the signature is an act of the person to whom the signature is attributed.

WITNESS our hands and seals, all as of the Effective Date.

DOWNTOWN DEVELOPMENT COMMISSION, CUMBERLAND, MARYLAND

By: _____ (SEAL)

Name: _____

Title: _____

MARYLAND HERITAGE AREAS AUTHORITY

By: _____

Jeffrey Cann

Assistant Secretary of Operations, Department of Planning

Designee for the Chairman

Maryland Heritage Areas Authority

Date of Execution on behalf of MHAA
(Effective Date)

Approved for form and legal
sufficiency on _____

Assistant Attorney General

Attachments:

Exhibit A	Project Requirements
Exhibit B	Project Budget
Attachment 1	Assurance of Compliance

Paralegal Review _____

EXHIBIT A

PROJECT REQUIREMENTS

SCOPE OF WORK

Grant funds and Grantee's Contribution will be used by the Grantee as follows:

Project Summary:

The Grant and Grantee's Contribution will fund visitor amenity elements of a streetscape project on Baltimore Street in Downtown Cumberland; and

At Grantee's option, up to Twenty Thousand and 00/100 Dollars (\$20,000) but not exceeding the amount of the Grant, for eligible operating expenses incurred by the Grantee during the period from March 5, 2020 until the date that is 90 days following the Governor's termination of the State of Emergency (the "**Period of Eligibility**"). Eligible Expenses include those expenses incurred by the Grantee during the Period of Eligibility as a direct result or consequence of the economic impacts of the COVID-19 State of Emergency, and that: (i) are necessary for the Grantee to sustain its current operations, as may be modified to adapt to the State of Emergency; and (ii) the Grantee is unable to cover without Grant funds (collectively, the "**Eligible Expenses**").

The scope of work is further described in **Exhibit B** – Project Budget.

Property Description:

Baltimore Street Access

57 North Liberty Street, Cumberland, MD

PROJECT TIMETABLE

7/9/2020	“PROJECT COMMENCEMENT DATE”: Unless otherwise approved by the Project Monitor in accordance with the terms of the Agreement, Grant funds and Grantee’s Contribution may be used for approved Property-related Project costs incurred on or after this date.
March 5, 2020	Eligible Expenses Commencement Date: The COVID- 19 State of Emergency operating expenses defined as Eligible Expenses in the Project Summary above may be incurred on or after this date.
6/30/2021	“MID-PROJECT REPORT DUE DATE”: Grantee must submit online a Mid-Project Report (as described in Section 9 of the Agreement and in the Manual), including all required financial documentation with a completed Request for Disbursement.
11/30/2021	“PROJECT COMPLETION DATE”: All Property-related work items detailed in <u>Exhibit A</u> completed. All Property-related Project costs to be reimbursed by Grant funds must be incurred.
On or before the date that is 90 days following the Governor’s termination of the State of Emergency	Eligible Expenses Completion Date: All COVID- 19 State of Emergency operating expenses defined as Eligible Expenses in the Project Summary above to be reimbursed by Grant funds must be incurred.
1/30/2022	“PROJECT COMPLETION REPORT DUE DATE”: Grantee must submit to Project Monitor a Project Completion Report (as described in Section 9 of the Agreement and in the Manual) on both the Property and the COVID-19 State of Emergency Eligible Expenses portions of the Scope of Work, including all Project deliverables as well as all required financial documentation, with a completed Final Request for Disbursement. Failure to submit the Project Completion Report may result in the forfeiture and/or recapture of Grant funds.

GRANTEE'S CONTRIBUTION

MHAA GRANT	\$20,000.00
GRANTEE'S TOTAL REQUIRED CONTRIBUTION	\$20,000.00

EXHIBIT B
PROJECT BUDGET

Line Item No.	Work Item (Description)	Grant Funds	Total Match	Other Project Costs	Total Project Cost
1	Visitor amenities: Dining Planters (furnished with plants)	\$20,000.00	\$20,000.00	\$3,260.00	\$43,260.00
2	Baltimore Streetscape Project: Paving, landscaping, construction costs, bicycle racks, fountains, litter receptacles, lighting, benches, electrical, signs, utility adjustments, stormwater management, furniture, restrooms, surveying			\$7,514,885.00	\$7,514,885.00
TOTALS		\$20,000.00	\$20,000.00	\$7,518,145.00	\$7,558,145.00

ATTACHMENT 1

ASSURANCE OF COMPLIANCE WITH EEO, CIVIL RIGHTS, AND DRUG AND ALCOHOL-FREE WORKPLACE REQUIREMENTS

Downtown Development Commission, Cumberland, Maryland (hereinafter called "**Grantee**"), having its principal address at 57 North Liberty Street, Cumberland, MD 21502,

HEREBY AGREES THAT IT WILL COMPLY WITH:

A. Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) (collectively, the "**Acts**"), to the end that, in accordance with the Acts, no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. Section 504 of the Rehabilitation Act of 1973, as amended, requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance. Guidelines for the implementation of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended shall be carried out in accordance with relevant Department of the Interior regulations published in 43 CFR 17 and the instructions specified in Chapter 10 of the Historic Preservation Fund Grants Manual.

B. Title VII of the Civil Rights Act of 1964, as amended, to the end that, in accordance with Title VII of that Act, it shall be an unlawful employment practice for an employer:

1. to fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex; or

2. to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex;

C. Title VIII of the Civil Rights Act of 1968, as amended, to the end that, it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States;

D. State of Maryland Governor's Code of Fair Employment Practices, as amended.

E. Title 20 of the State Government Article of the Annotated Code of Maryland, as amended, which establishes the Commission on Civil Rights and prohibits discrimination in public accommodations, employment and residential housing practices;

F. State of Maryland Executive Order 01.01.1989.18 relating to drug-free and alcohol-free workplaces for non-State entities, promulgated November 28, 1989;

G. The State Policy on Equal Opportunity in receiving employment (Md. Code Ann., State Gov't Article § 20-602 (2014)), to the end that MHAA shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices;

H. If the Grant is over \$200,000 and for a construction project, any State of Maryland Minority Business Enterprise Program which establishes a program to provide opportunities for minority contractors and vendors to participate in this Program; and the minority business enterprise plan submitted by or on behalf of Grantee as approved by the Department of Planning's Equal Opportunity Officer;

I. To the extent applicable, with local, State and federal laws regarding accessibility, including the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et seq.), and Section 502 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 792), (87 Stat. 394; 29 U.S.C. §794), which require that buildings designed, constructed, or altered with Federal assistance be made accessible to the physically disabled. These Acts also require that public conveyances procured with Federal assistance be readily accessible to, and usable by, physically disabled persons. Minimum accessibility standards for facilities are contained in "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Disabled" published by the American National Standards Institute (41 CFR 101-19.6, Appendix A). As well, grantees may follow the standards contained in the Americans with Disabilities Act Accessibility Guidelines (28 CFR 36, Appendix A). These provisions are applicable to building or facilities owned or occupied by grantees/subgrantees which are intended to be accessible to the general public and which receive NMHA grant assistance (Refer to 36 CFR 1150, 1190, and the Historic Preservation Fund Grants Manual);

J. Federal Executive Order 11246 — Equal Employment Opportunity, which appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted;

K. With all other state and federal laws and regulations prohibiting discrimination on the grounds of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or disability.

GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given on _____, in consideration of and for the purpose of obtaining, and shall continue for the period of, state financial or technical assistance extended after the date hereof to or on behalf of Grantee by MHAA. Grantee recognizes and agrees that such State financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

DOWNTOWN DEVELOPMENT COMMISSION, CUMBERLAND, MARYLAND

By: _____

Name: _____

Title: _____

File Attachments for Item:

Order 26,746 - accepting the sole source proposal from Stryker Medical to provide three (3) LUCAS mechanical CPR devices w/ annual service agreement and two (2) Life-Pak 1500 cardiac monitor/defibrillators with annual service agreement for a cost not-to-exceed \$107,476.94. Funding for this equipment will be provided through CARES Act funding.

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

ORDER NO. 26,746

DATE: December 15, 2020

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

THAT, the sole source proposal from Stryker Medical, P.O. Box 93308, Chicago, IL 60673-3308, to provide three (3) LUCAS mechanical CPR devices and two (2) Life-Pak 1500 cardiac monitor/defibrillators and service agreements for a total cost not to exceed \$107,476.94 be and is hereby accepted as follows:

Three (3) LUCAS mechanical CPR devices	\$ 43,421.90
Annual on-site maintenance service agreement	<u>14,320.80</u>
<i>SUBTOTAL</i>	\$ 57,742.70
 Two (2) Life-Pak 1500 cardiac monitor/defibrillator	 \$ 37,494.24
Annual on-site maintenance agreement	<u>12,240.00</u>
<i>SUBTOTAL</i>	\$ 49,734.24
 <i>TOTAL NOT TO EXCEED</i>	 \$107,476.94

BE IT FURTHER ORDERED, that funding for this equipment shall be provided by CARES Act Funding.

Raymond M. Morriss, Mayor



Margie Woodring <margie.woodring@cumberlandmd.gov>

(no subject)

1 message

Julie Davis <julie.davis@cumberlandmd.gov>

Fri, Dec 11, 2020 at 1:01 PM

To: Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Cc: Donald Dunn <donald.dunn@cumberlandmd.gov>, Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Margie Woodring <margie.woodring@cumberlandmd.gov>

Jeff/Ken.

The Fire Dept. requests your/M&CC approval to use CARES Act funding to purchase (3) LUCAS (mechanical CPR) devices and (2) Life-Pak 1500 cardiac monitor/defibrillators on a sole source basis. We need to act quickly to place the orders this today/early next week to receive this equipment by the end of December.

Our emergency medical staff continuously balance the immediate needs of the patients with their own safety as COVID-19 is highly transmissible, particularly during resuscitation, and carries a high morbidity and mortality.

These LUCAS devices will provide resuscitation and protect our employees from unnecessary exposure as it keeps first responders clear of the face of the patient and avoids other bodily fluids while performing CPR.

The cost for (3) LUCAS devices is \$43,421.90 plus \$14,320.80 for full on-site maintenance service agreements. Total is \$57,742.70.

The LUCAS Quote #10296767 is attached.

Our Stryker representative advised they have sold over 1,000 LUCAS under the CARES Act as well as LP15s.

Also, Stryker notified us that our current Life-Pak-15 first generation monitors have the potential for motherboard failure without a replacement or retrofit; and they are offering a 50% replacement cost, if the units are procured by the end of the year.

Some key monitoring functions of the LP15 that are applicable to COVID19 patients include: SpO2 that is critical to determine a baseline and for oxygen therapy, body temperature, capnography for patients needing intubation, blood pressure, and ECG due to the viral impact on myocardial function.

Some of our COVID19 patients require advanced life support service, are older (median age 66 years) and more likely to have underlying conditions with complications such as cardiac injury, arrhythmia, respiratory distress, etc. Patients may deteriorate rapidly, so continuous cardiac monitoring is critical.

The total cost for (2) LP15 plus annual on-site maintenance agreement is \$49,734.24.

The LP1500 Quote #10259567 is attached.

Stryker advised they will do everything possible to deliver this equipment by 12/30/20.

Thank you,
Julie

Julie A. Davis, Fire Administrative Officer
City of Cumberland Fire Department
20 Bedford Street
Cumberland, Maryland 21502
Phone: 301.759.6485 Fax: 301.759.6494
Email: julie.davis@cumberlandmd.gov



loyalty program v1/v2 upgrade

Quote Number: 10259567

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: CUMBERLAND CITY FIRE DEPT

Chicago, IL 60673-3308

Attn:

Rep: Joseph LaBellarte

Email: joseph.labellarte@stryker.com

Phone Number:

Mobile: (724) 747-7371

Quote Date: 12/10/2020

Expiration Date: 12/24/2020

#	Product	Description	Years	Qty	Sell Price	Total
10.1	78000008	ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	4	2	\$6,120.00	\$12,240.00
ProCare Total:						\$12,240.00

Price Totals:

Grand Total: \$49,734.24

Comments:

Loyalty program v1/v2 upgrade

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

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 or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



Lucas 3.1 CARES

Quote Number: 10296767

Version: 1

Prepared For: CUMBERLAND CITY FIRE DEPT

Attn:

Remit to: Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Joseph LaBellarte

Email: joseph.labellarte@stryker.com

Phone Number:

Mobile: (724) 747-7371

Quote Date: 12/09/2020

Expiration Date: 12/31/2020

Delivery Address

Name: CUMBERLAND CITY FIRE DEPT
Account #: 1154643
Address: 20 BEDFORD ST
CUMBERLAND
Maryland 21502

End User - Shipping - Billing

Name: CUMBERLAND CITY FIRE DEPT
Account #: 1154643
Address: 20 BEDFORD ST
CUMBERLAND
Maryland 21502

Bill To Account

Name: CUMBERLAND CITY FIRE DEPT
Account #: 1154643
Address: 20 BEDFORD ST
CUMBERLAND
Maryland 21502

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	3	\$13,275.80	\$39,827.40
2.0	11576-000071	LUCAS External Power Supply	3	\$254.15	\$762.45
3.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	3	\$490.75	\$1,472.25
4.0	11576-000060	LUCAS Desk-Top Battery Charger	1	\$1,012.70	\$1,012.70
5.0	11576-000046	LUCAS Disposable Suction Cup (3 pack)	3	\$96.20	\$288.60
6.0	11576-000089	LUCAS Grip Tape for Slim Back Plate	3	\$19.50	\$58.50
Equipment Total:					\$43,421.90

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
7.1	78000020	ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	3	\$4,773.60	\$14,320.80
ProCare Total:					\$14,320.80

Price Totals:

Grand Total: \$57,742.70



Lucas 3.1 CARES

Quote Number: 10296767

Version: 1

Prepared For: CUMBERLAND CITY FIRE DEPT

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Joseph LaBellarte

Email: joseph.labellarte@stryker.com

Phone Number:

Mobile: (724) 747-7371

Quote Date: 12/09/2020

Expiration Date: 12/31/2020

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

File Attachments for Item:

Order 26,747 - authorizing the Fire Chief to accept a MD Institute for Emergency Medical Services Systems (MIEMSS) Grant in the amount of up to \$17,120.86 for two (2) Life-Pak 1500 cardiac monitor/defibrillators, to be purchased on a sole source basis from Stryker Medical, with the intent that UPMC Western MD will be gifting/reimbursing the City for approximately \$20,373.38, which is the balance of the cost

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

ORDER NO. 26,747

DATE: December 15, 2020

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

THAT, the Fire Chief be and is hereby authorized to accept a MD Institute for Emergency Medical Services Systems (MIEMSS) Grant in the amount of up to Seventeen Thousand, One Hundred Twenty Dollars and Eighty-Six Cents (\$17,120.86) for two (2) Life-Pak 1500 cardiac monitor/defibrillators, to be purchased on a sole source basis from Stryker Medical and with the intent that UPMC Western MD will be gifting/reimbursing the City for approximately Twenty Thousand, Three Hundred Seventy-Three Dollars and Thirty-Eight Cents (\$20,373.38), which is the balance of the cost of the equipment.

Raymond M. Morriss, Mayor

Stryker Cost for equipment	\$37,494.24
MEIMSS Grant Award	(17,120.86)
UPMC WMD Donation	(20,373.38)
Final Cost to City	\$0



Margie Woodring <margie.woodring@cumberlandmd.gov>

Fwd: MIEMSS FY21 Cardiac Device Grant Application

1 message

Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>
To: Margie Woodring <margie.woodring@cumberlandmd.gov>

Tue, Dec 15, 2020 at 4:10 PM

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

From: **Julie Davis** <julie.davis@cumberlandmd.gov>
Date: Tue, Dec 15, 2020 at 1:52 PM
Subject: Re: MIEMSS FY21 Cardiac Device Grant Application
To: Ken Tressler <ken.tressler@cumberlandmd.gov>, Jeff Rhodes <jeff.rhodes@cumberlandmd.gov>
Cc: Mark Gandolfi <mark.gandolfi@cumberlandmd.gov>, Melissa Penrod <melissa.penrod@cumberlandmd.gov>, Donald Dunn <donald.dunn@cumberlandmd.gov>

Good afternoon, All.

We received a MIEMSS Grant Award Letter (attached) yesterday for two (2) Life-Pak 15 Monitor/Defibrillators, up to \$17,120.86. Initially, MIEMSS notified us they would split the funding between four organizations so that we would be awarded \$14,645.70 for two (2) Life Pak 15 Cardiac Monitor/Defibrillators. (see attached email)

According to the Stryker Quote (attached) @ \$18,747.12 each, our balance is approximately \$22,848.54 for both. Our EMS Officer, Capt. Vince reached out to Dr. Haas, UPMC Western Maryland Director of Cardiology, for assistance; and the UPMC WMD Finance Office advised the hospital will cover this unbudgeted expense for us to continue to provide our patients with quality care in partnership with UPMC. (see attached e-string)

We request emergent M&CC approval on a sole source basis since we need to place this order ASAP. This 50% discount offer from Stryker expires on December 18.

The total cost is \$37,494.24 with a budget charge code: 010B.043A.64000. We will be reimbursed up to \$17,120.86 from MIEMSS and approximately \$22,848.54 gifted/reimbursed by UPMC WMD.

Thank you.
Julie

Julie A. Davis, Fire Administrative Officer
City of Cumberland Fire Department
20 Bedford Street
Cumberland, Maryland 21502
Phone: 301.759.6485 Fax: 301.759.6494
Email: julie.davis@cumberlandmd.gov

On Tue, Sep 29, 2020 at 2:28 PM Julie Davis <julie.davis@cumberlandmd.gov> wrote:
Hi, Ken.

Yesterday, we became aware of an on-line MIEMSS FY2021 Cardiac Device 50/50 Grant due today (9/29) by 11:59 P.M.

Today, I submitted two applications:

1. four (4) Life Pak 15 Cardiac Monitor/Defibrillators
2. four (4) Life Pak 1000 Automatic External Defibrillators

1. Stryker provided us a quote for one (1) Like Pak 15 *discounted* to \$18,544.58 (regular cost is \$36,730.00). We would pay 50% of the already reduced 50% discount if we are granted the award.

Four (4) LP15 @ \$18,544.58 = \$74,178.32 with 50/50 Grant = \$37,089.16 City Share
That is, essentially, 4 units for the price of 1.

Our current LP15s are 9 and 10 years old.

2. Stryker provided a quote for four (4) Life Pak 1000 @ \$ 2,089.55 = \$8,358.20 with 50/50 Grant = \$4,179.10 City Share.

Our current LP1000s are 5 years old.

Total City Share (unbudgeted expense) for both grants, if successful, is \$41,268.26 for approximately \$156,700.00 worth of equipment.

Fingers crossed,
Julie

Julie A. Davis, Fire Administrative Officer
City of Cumberland Fire Department
20 Bedford Street
Cumberland, Maryland 21502
Phone: 301.759.6485 Fax: 301.759.6494
Email: julie.davis@cumberlandmd.gov

4 attachments



SKM_C25820101416060.pdf
62K



SKM_C25820121510130 (1).pdf
303K



SKM_C25820121514091.pdf
1334K



SKM_C25820121514090.pdf
132K



State of Maryland

**Maryland
Institute for
Emergency Medical
Services Systems**

653 West Pratt Street
Baltimore, Maryland
21201-1536

Larry Hagan
Governor

Clay B. Stamp, NRP
Chairman
Emergency Medical
Services Board

Theodore R. Delbridge, MD, MPH
Executive Director

410-706-5074
FAX 410-706-4768

December 14, 2020

Mr. Donald Dunn
City of Cumberland
20 Bedford Street
Cumberland, MD 21502

RECEIVED

DEC 14 2020

CUMBERLAND FIRE DEPT
OFFICE OF THE FIRE CHIEF

Dear Mr. Dunn:

We are pleased to announce that your request for a Maryland Institute for Emergency Medical Services Systems (MIEMSS) Cardiac Devices Grant toward the purchase of (2) Monitors has been approved. MIEMSS has awarded your company up to \$17,120.86 as long as it does not exceed 50% of the total price of the (2) Monitors excluding trade-in value.

Please note you are required to match the Grant with an equal amount of money in order to purchase the requested equipment. Matching funds do not include discounts, rebates, trade-ins or funds from other grants.

Prior to your purchase of this equipment, the attached agreement must be completed, properly executed by the entity receiving the grant and returned to Ms. Sherry Alban, MIEMSS Director of Finance, 653 West Pratt Street, Baltimore, MD 21201-1536 or via email at SAlban@miemss.org no later than Monday, January 18, 2021. Please note the date sensitive requirements in paragraph one of the agreement. Once the executed agreement has been received, by MIEMSS, you will receive an official letter of grant award and a MIEMSS purchase order. At that time, you may then begin the process of purchasing the equipment.

Should you have questions regarding the agreement or purchasing procedures, please contact your MIEMSS Regional Office.

Congratulations on your award.

Sincerely,

Theodore R. Delbridge, MD, MPH
Executive Director

Cardiac Devices Grant Agreement

This Agreement, entered into as of the date of the last signature, between the Maryland Institute for Emergency Medical Services Systems ("MIEMSS") located at The Murphy Building, 653 West Pratt Street, Baltimore, Maryland 21201 and City of Cumberland (the "Association") located at 20 Bedford Street, is subject to the terms and conditions set forth below.

1. MIEMSS agrees to provide the Association a Grant equal to the amount of cash which the Association contributes to the purchase of (2), Monitors a maximum grant of \$17,120.86. Discounts, trade-ins, and rebates do not qualify as cash contributed by the Association. In order to receive payment of the grant amount, the Association must provide MIEMSS with a copy of the invoice for the Monitors, proof of payment in the form of a cancelled check, or a redacted bank or credit card statement and a letter on the Association's letterhead requesting reimbursement. The letter shall include the Association's Federal I.D. number and the correct "remit to" address, and shall be mailed to Ms. Sherry Alban, Director of Finance, The Maryland Institute for Emergency Medical Services Systems, 653 West Pratt Street, Baltimore, Maryland 21201, or Salban@miemss.org. Purchases from the FY 2021 Cardiac Devices Grant Program must be completed and reimbursement requests submitted to MIEMSS no later than Friday, May 7, 2021.
2. Any expenditure of Grant funds that is not consistent with the purposes stated in paragraph 1 or which is not matched by the Association Funds as required in paragraph 2, may, in the unfettered judgment of MIEMSS, be disqualified. Should any expenditure be disqualified or should the Association violate any of the terms of this Agreement, MIEMSS may require repayment to the Maryland Emergency Medical System Operations Fund (the "EMS Fund"), an offset from any State grant to the Association in the current or succeeding fiscal year, and/or take other appropriate action. The Association shall repay to the EMS Fund any part of the Grant which is not used for the purposes stated in paragraph 1 or which is not matched by the Association's Funds as required in paragraph 2 within 2 years after the date of this Agreement.
3. Defibrillators purchased in whole or in part with this Grant shall be maintained by the Association of Federal Drug Administration standards.
4. The Association may not sell, lease, exchange give away or otherwise transfer or dispose of real or personal property or any part of or interest in real or personal property acquired with Grant funds without the prior

written consent of MIEMSS. The Association shall give MIEMSS written notice at least 30 days before any such proposed transfer or disposition. Any proceeds from a permitted transfer or disposition shall be applied to repay to the EMS Fund a percentage of that portion of the Grant attributable to the particular real or personal property transferred or disposed of, unless MIEMSS and the Association agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted basis of the property that would remain if the property had been recovery property and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ACRS) specified in the United States Internal Revenue Code, Section 168(b)(1). MIEMSS shall have the right to make any elections available in connection with that computation.

5. For any item of real or personal property that is acquired with Grant funds and has an original fair market value of Five Thousand Dollars or more, the Association shall, at its own expense, and for the reasonable useful life of that item or for 5 years, whichever is less, obtain and maintain insurance. The insurance shall provide full protection for the Association and the EMS Fund and the State against loss, damage, or destruction of or to the real or personal property. The Association shall, on request, provide MIEMSS with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph shall be applied toward replacement of the real or personal property or toward the partial or total repayment to the EMS Fund of the Grant, in the sole discretion of MIEMSS.
6. The Association may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or any other characteristic forbidden as a basis for discrimination by applicable laws. The Association hereby certifies that its Constitution or By-Laws contains a non-discrimination clause consistent with the Governor's Code of Fair Practices.
7. The person executing this Agreement on behalf of the Association certifies, to the best of that person's knowledge and belief, that:
 - A. Neither the Association, nor any of its officers or directors, nor any employee of the Association involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Association's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy under the laws of the United States or any state;

- B. The Association has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Association, to solicit or secure this Grant or this Agreement, and the Association has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement;
 - C. The Association, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article, Annotated Code of Maryland is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Employment Security Administration, and has paid or arranged for the payment of all taxes due the State;
 - D. No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant;
 - E. Neither the Association, nor any of its officers or directors, nor any person substantially involved in the contracting or fund-raising activities of the Association, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations.
8. On or before Wednesday, September 1, 2021, the Association shall provide to MIEMSS an itemized statement of expenditures, showing how the funds under this agreement were expended verified by an officer of the Association. The Association shall retain bills of sale, records and other satisfactory evidence of the acquisition, maintenance and retention of any real or personal property for at least 3 years after the date of this Agreement. MIEMSS, the Maryland Department of Budget and Management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence, on request, at any reasonable time within the retention period.
9. The Association shall notify MIEMSS before Friday, March 5, 2021, if for any reason the Association is unable to use all or part of the funds extended under Item 1 above so that the funds may be allocated to other

EMS providers requesting funds for the purchase of defibrillators or returned to the EMS Fund.

10. The law of Maryland shall govern this Agreement.
11. This Agreement shall bind the respective successors and assigns of the parties.
12. The Association may not sell, transfer, or otherwise assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without the prior written consent of MIEMSS.
13. No amendment to this agreement is binding unless it is in writing and signed by the parties.
14. The individual executing this agreement on behalf of the Association represents that he or she is authorized by the Association to do so.

(the remainder of this page is intentionally blank)