



# Mayor and City Council of Cumberland

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

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

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## AGENDA

M&CC Regular Meeting  
57 N. Liberty Street

DATE: November 07, 2023

### OPEN SESSION

#### Pledge of Allegiance

#### Roll Call

#### Statement of Closed Meeting

#### Proclamations

1. Proclaiming the month of November, 2023 as Municipal Government Month in the City of Cumberland
2. Proclaiming the month of November, 2023 as Family Court Awareness Month in the City of Cumberland

#### Director's Reports

##### (A) Utilities - Flood, Water, Sewer

1. Utilities Division Water/Sewer/Flood Monthly Reports September and October 2023

#### Approval of Minutes

1. Approval of the Work Session and Regular Session Minutes of October 17, 2023, and the Council Retreat Open Work Session Minutes of October 19, 2023

#### Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

## **Unfinished Business**

### **(A) Ordinances**

- [1.](#) Ordinance 3967 (*2nd and 3rd Readings*) - providing for the closure of an unnamed alley in the City of Cumberland running from Garden View Drive, bounded on both sides by property owned by Jimmie C. O'Neal
- [2.](#) Ordinance 3968 (*2nd and 3rd Readings*) - providing for the closure of a right of way by the name of Orlando Street in the City of Cumberland which runs between Wiley Street and Garden View Drive and is bounded on both sides by property owned by Jimmie C. O'Neal
- [3.](#) Ordinance 3969 (*2nd and 3rd Readings*) - to enact Section 22-12 of the Cumberland City Code pertaining to the prohibition of habitation in vehicles parked on public property and to amend Section 13-48(a) of the said code for the purpose of authorizing the towing of vehicles parked on public property for more than 24 hours after having been cited

## **New Business**

### **(A) Orders (Consent Agenda)**

- [1.](#) Order 27,351 - accepting the proposal from North East Technical Sales for the purchase and installation of a phosphate analyzer for the Water Reclamation Facility in the not to exceed amount of \$27,211
- [2.](#) Order 27,352 - accepting the State bid from Hertrich Fleet Services Inc. for two (2) road ready 2023 RAM Special Service Vehicle (SSV) Crew Cab 4 x 4 vehicles at a total cost of \$79,678
- [3.](#) Order 27,353 - rescinding Order No. 27,271, passed July 18, 2023, authorizing the purchase of four (4) 2024 Police Interceptor Utility Vehicles from Hertrich Fleet Services Inc. due to supply issues and accepting the bid from Laurel Auto Group Inc. for four (4) 2023 Ford Interceptor SUV vehicles at a total cost of \$168,000
- [4.](#) Order 27,354 - declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap
- [5.](#) Order 27,355 - executing a Donation Agreement between the Mayor and City Council of Cumberland and Joseph L. Bates and Karen Bates for the donation of a parcel of real property to the City at 252 Elder Street (Tax ID No. 04-003888)
- [6.](#) Order 27,356 - abating taxes on fourteen (14) City-owned properties obtained through property donation
- [7.](#) Order 27,357 - abating taxes and utilities on City-owned properties obtained through tax sale foreclosure: 222 N. Lee Street, 469 Goethe Street and 217 Knox Street
- [8.](#) Order 27,358 - lifting Section 11-113 of the City Code for the following events: "Tree Lighting" event to be held November 24th, 2023 from 5:00 PM until 10:00 PM, "Winter Festival and Market" events to be held December 2nd and 9th, 2023 from 5:00 PM until 10:00 PM and "New Years Eve" event to be held on December 31st, 2023 – January 1, 2024 from 7:00 PM until 1:00 AM, to allow for the use of open containers of alcohol

within certain areas of the downtown; notwithstanding that open glass containers shall not be permitted

- [9.](#) Order 27,359 - authorizing a 1-year extension to Burgmeier's Hauling, Inc. Municipal Curbside Solid Waste and Recycling contract (22-18-M) at the same rate not to exceed \$111,751.79 per month for the term July 1, 2024 through June 30, 2025
- [10.](#) Order 27,360 - authorizing the extension of the Noble Environmental - Mountainview Landfill contract by one year at a rate not to exceed \$40.87 per ton tipping fee for the term July 1, 2024 through June 30, 2025
- [11.](#) Order 27,361 - approving the proposal from Link Computer Corporation for the renewal of the Cisco WebEx cloud based phone system for a one year term from November 28, 2023 to November 28, 2024, in the amount not to exceed \$30,135

### **Public Comments**

All public comments are limited to 5 minutes per person

### **Adjournment**

**File Attachments for Item:**

1. Proclaiming the month of November, 2023 as Municipal Government Month in the City of Cumberland



City of Cumberland

~ MARYLAND ~

# Proclamation

- WHEREAS,** *The City of Cumberland was established by an act of the Maryland General Assembly in 1815 and now stands as the County Seat of Allegany County; and*
- WHEREAS,** *Municipal government has historically fostered a strong foundation for government service and cooperation at the county, state, and federal levels of government and represents the most responsive level of government, allowing citizens direct access to their elected officials; and*
- WHEREAS,** *municipalities work to enhance the quality of life of residents by providing services such as public safety, public works, planning and zoning, water and waste services, historical preservation, election processes, and parks and recreation; and*
- WHEREAS,** *in an effort to educate citizens about municipal government and the importance of taking part in the local civic process, the Mayor and City Council of Cumberland are proud to promote municipal government awareness.*

**Now, Therefore, the Mayor and City Council of Cumberland,**  
*do hereby proclaim the month of November, 2023 to be*

## “MUNICIPAL GOVERNMENT MONTH”

Given under our Hands and Seals this 7<sup>th</sup> day of November, in the Year 2023,  
with the Corporate Seal of the City of Cumberland hereto attached,  
duly attested by the City Clerk.

**ATTEST:**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

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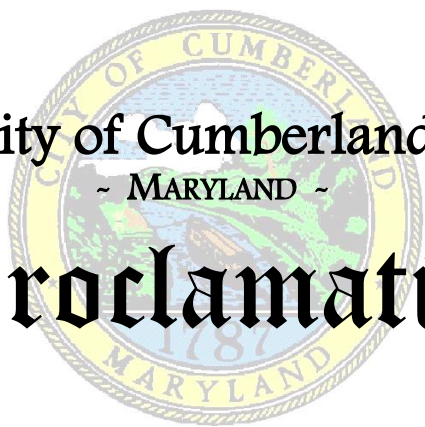
*Allison K. Layton*  
**City Clerk**

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*Raymond M. Morriss*  
**Mayor**

**File Attachments for Item:**

2. Proclaiming November, 2023 as Family Court Awareness Month in the City of Cumberland



City of Cumberland  
~ MARYLAND ~

# Proclamation

**WHEREAS,** *the mission of the Family Court Awareness Month Committee (FCAMC) is to increase awareness on the importance of a family court system that prioritizes child safety and acts in the best interest of children, and;*

**WHEREAS,** *the mission at the FCAMC is fueled by the desire to create awareness and change in the family court system for the conservatively estimated 58,000 children a year ordered into unsupervised contact with physically or sexually abusive parents, while honoring the hundreds of children who have been reported as murdered during visitation with a dangerous parent, and;*

**WHEREAS,** *the mission of the FCAMC is to increase awareness on the importance of empirically-based education and training on domestic violence, childhood trauma, child sexual abuse, coercive control, and post separation abuse for all professionals working on cases within the family court system, as well as to increase awareness on the importance of using scientifically valid, evidence-based treatment programs and;*

**WHEREAS,** *the mission at the FCAMC is to educate judges and other family court professionals on evidence-based, peer-reviewed research, including The Adverse Childhood Experiences Study; Child Custody Evaluators' Beliefs About Domestic Abuse Allegations; and Child Custody Outcomes in Cases Involving Parental Alienation and Abuse Allegations. Such research is a critical component to making decisions that are truly in the best interest of children.*

**Now, Therefore, the Mayor and City Council of Cumberland,**  
*do hereby proclaim the month of November, 2023 to be*

## **“Family Court Awareness Month”**

*in the City of Cumberland and commend its observance to all citizens.*

Given under our Hands and Seals this 7<sup>th</sup> Day of November, in the Year 2023,  
with the Corporate Seal of the City of Cumberland hereto attached,  
duly Attested by the City Clerk.

**ATTEST:**

**MAYOR AND CITY COUNCIL  
OF CUMBERLAND**

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*Allison Layton*  
**City Clerk**

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*Raymond M. Morriss*  
**Mayor**

**File Attachments for Item:**

. Utilities Division Water/Sewer/Flood Monthly Reports September and October 2023

# Utilities Division Activity Report for September 23 WATER

REQUEST	W/E 9/8/23	W/E 9/15/23	W/E 9/22/23	W/E 9/29/23	MONTHLY TOTALS
<b>Service Technicians</b>					
NON READS	15	41	33	46	135
FINAL READS/TURN ONS/SHUT OFFS & DEMOS			2	1	3
LEAK INVESTIGATIONS/turn off-on	10	11	10	9	40
METER/STOP INVESTIGATIONS	10	18	14	16	58
REPAIR WIRING/GET READING					0
ORANGE TAG FOR REPAIRS		8	4	6	18
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	49	44	49	20	162
NONPMT/BAD CK/AGREEMENT SHUT OFFS	51	41	52	22	166
SUSPENDED ACCTS - RECHECKS					0
REPLACE/REPAIR METER/LID/VALVE					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCKS	3				3
NEW METER - Residential	8	3	1		12
METER FIELD TESTS - Residential					0
METER TESTS - Industrial					0
NEW METER - Industrial		1	1		2
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER/DIRTY WATER	1	1	1		3
MOVE METERS OUTSIDE	10	2	10		22
SP Change Outs/Repairs/Reactivates/Move	16	3	10		29
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS-LEAKS/METERS & LINES					0
CCP - BACKFLOW/RETRO	10	2	10		22
HYDRANT/IRRIGATION METER			1		0
<b>Total</b>					<b>675</b>
<b>Pipe Technicians</b>					
LINE LOCATOR	256	80	190	176	702
TAPS SERVICED	10	14	11	9	44
LEAKS REPAIRED	3	2	2	3	10
CLEANED TOOL TRUCK	3				3
CHECKED CURB BOX - 604 ELWOOD	3				3
TURNED OFF HYDS FROM GREENE ST LEAK	3				3
220 ARCH - REPLACED BOX & LID	3				3
FLUSHED HYD - GREENE @ THOMPSON	3				3
TURNED OFF HYDS FROM BRADDOCK RD LEAK	4				4
INVESTIGATED LEAK ON HYD - PARK ST	4				4
INVESTIGATED LEAK - ADAMS AVE	4				4
LISA DR - LEAK INVESTIGATION	4				4
35 QUEEN CITY DR - RAISED BOX 4"		4			4
REPLACED VALVE - THOMPSON @ GREENE		4			4
REPLACED HYD - GREENE ST		4			4
508 VICTORIA - LEAK INVESTIGATION		2			2
1702 BEDFORD ST - TOPSOILED/SEEDED		4			4
HOT WATER COMPLAINT/CHICK-FIL-A		2			2
MET W/ PLUMBER - SOS BALTIMORE AVE		3			3
205 BOWEN - INSTALLED NEW VALVE			6		6
LEAK ON HYD - HOLLAND ST/OUT OF SERVICE			3		3
LEAK - 611 COL AVE - TURNED OFF			4		4
ROSE HILL AVE - LOWERED METER BOX			3		3
520 BROADWAY CIR - LEAK CHECK/SEWER			4		4
LEAK CHECK - WASHINGTON MIDDLE			3		3
INSTALLED 1' RISER - BALT ST HYDRANT			3		3
REPAIRED LEAK ON HYD - VICTORIA ST			3		3
TOPSOILED/SEEDED HILLTOP DR			2		2
REPLACED OP NUT/12" VALVE - KING ST				4	4
FLUSHED HYDS ON TANK LINE - DURHAM DR				5	5
REPAIRED SEVERAL HYDRANTS			3	3	6

[illegible]

# September 2023 Monthly Report

## FLOOD MAINTENANCE

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Test run pumps and run gates

Run gate operators

Check sewage regulators

Safety meeting

Run Greene St. pump

Clean all storm drains

Mowed Rt. 28 ditch, west levee ditch, parklets, Moose, Kelly Blvd, Narrows, Furlows, Dentist Office,

Viaduct, Bull Pen, Mill Race

Mowed all fields and levees

Cleaned debris from Wills creek (40 loads)

Cleaned field #2,3

Perform other maintenance work as required

## SEWER BRANCH

Calls answered	4
Service lines opened	1
Owner's trouble	3
Traced lines/main	413
Mains Repairs/ Replace	1
Sewer taps installed/replaced	0
Cleaned catch basins	12
Cleanouts installed	0
Televised sewer mains	1,025' main
Televised sewer lines	3 service lines
Call outs/ overtime	5 callouts/ 27 hours overtime

Weekly check of overflows, pits	4
Catch basin repair/rebuild	2
Flushed mains	1,413 Feet
Gallons of water used	5,000 Gals.
605 Vac-con truck	2,000 Gals.
608 Flush truck	3,000 Gals.

Safety meeting

630 Hill Top Dr. repaired 30' sewer main

321 Broadway Cir. Rebuilt catch basin

901 Kelly Rd. replaced ring and lid on man hole

519 Louisiana Ave flushed and cut roots in sewer main.

911 Growden Ter. Flushed service line .

Camera all sewer mains at park pool

440 Williams St. camera sewer main

514 Broadway Cir camera sewer main

806 Hicks Ave. camera sewer main

29 Baltimore St. (mall) vactor to vac for light pole

Cleaned storm drains service center

Cleaned mud well W.W.T.P.

Mason complex cleaned 3 grinder pumps

Park Pool 1 grinder pump

Hydro 2 sites (sewer)

Hydro 7 sites (water)



# Utilities Division Activity Report for October 23 WATER

REQUEST	W/E 10/6/23	W/E 10/13/23	W/E 10/20/23	W/E 10/31/23	MONTHLY TOTALS
<b>Service Technicians</b>					
NON READS	29	38	40	71	178
FINAL READS/TURN ONS/SHUT OFFS & DEMOS		2			2
LEAK INVESTIGATIONS/turn off-on	9	1	6	3	19
METER/STOP INVESTIGATIONS	19	20	19	13	71
REPAIR WIRING/GET READING					0
ORANGE TAG FOR REPAIRS	1	4	10		15
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	49	47	58	34	188
NONPMT/BAD CK/AGREEMENT SHUT OFFS	44	61	58	31	194
SUSPENDED ACCTS - RECHECKS	1		1		2
REPLACE/REPAIR METER/LID/VALVE					0
SVC SEPARATIONS/INVESTIGATIONS					0
INSTALL COUPLERS/PLUGS/LOCKS					0
NEW METER - Residential	1	4	3	1	9
METER FIELD TESTS - Residential					0
METER TESTS - Industrial					0
NEW METER - Industrial	4	1			5
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER/DIRTY WATER	1	1	1		3
MOVE METERS OUTSIDE	8	2	2	1	13
SP Change Outs/Repairs/Reactivates/Move	13	7	4	1	25
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS-LEAKS/METERS & LINES					0
CCP - BACKFLOW/RETRO	8	2	2	1	13
HYDRANT/IRRIGATION METER					0
<b>Total</b>					<b>737</b>
<b>Pipe Technicians</b>					
LINE LOCATOR	177	143	168	155	643
TAPS SERVICED	7	1	6	3	17
LEAKS REPAIRED		1	2	1	4
TURNED OFF HYDS FROM RESERVOIR WORK	2				2
514 MD AVE - TURNED OFF/NPL HIT LINE	2				2
PARK POOL/LEAK - FOUND HOLE IN LINE	4				4
DOWNTOWN W/ TRITON	2				2
QUEEN CITY DR - CUT OUT OLD 6" VALVE	4				4
504 PINE AVE - REPLACED HYDRANT	4				4
RAN NEW MAIN LINE @ PARK POOL		3			3
PARK ST - RAISED 2 METER BOXES		2			2
PIPE YARD - CLEANED OFF CRANE TRUCK		2			2
LINCOLN ST - REPLACED VALVE		4			4
INSTALLED BOX (BELT'S) ON 20" - BALT ST		2			2
HAMMERSMITH ALLEY - LOOKED @ JOB		2			2
MADE UP 24" VALVE/24"x30" REDUCER ↑JOB		2			2
HAMMERSMITH ALLEY - NEW 24" VALVE			5		5
HAMMERSMITH - OPENED VALVES/FLUSHED			3		3
MAPLEWOOD - REPLACED HYDRANT		4			4
LEAK CHECK - BEDFORD ST		4			4
REPAIRED HYD - SOUTH @ FIRST		4			4
HARRISON ST - REPLACED VALVE			4		4
1801 HOLLAND - LEAK ON HYDRANT LEAD				3	3
12 JOHNSON ST - VAC AROUND CURB BOXES					0
SAW CUT BALT ST - HAULED UP PIPE				3	3
HAULED STEEL FOR SEWER DEPT				1	1
BALT ST - RENEWED 14" MAIN				10	10
PUT NEW 90 ON POOL FILL LINE				3	3
GOT STEEL PLATE FOR SEWER DEPT				3	3
BALT ST - TURNED IN VAVLES & FLUSHED				3	3
MAINLINE - BROWNING ST				20	20

## Watershed

Moved dirt @ park fill site (several days)
Moved backhoe to dam & refueled
Trimmed trees at gate 9-2 fire road
Trimmed trees at Narrow Ln fire roads
Christmas tree meeting
Flushed hyds - BW Rd/Longwood Dr/Camden Ave/Arrowhead Trail (two times during month)
Leak investigation - Mason Rd
Cut trees & brush - 6" service line at 220 Adam's & Fagan properties
Removed downed trees on Long Gate & Growden Rds
Hauled excavator to shop for repairs
Line locate - Beallsmill Rd
14415 Hazen Rd - cut off service
Trimmed trees on old main line - Hazen Rd
Set leaf boxes with crane truck @ warehouse
Removed downed tree from logging road at dam
Located meter box @ 1812 Brewery
Did a PM on excavator & switched 3' bucket to 2' bucket
Cleaned #379
Moved skid steer from park to warehouse
Moved equipment & pipe to Hammersmith alley for valve replacement
Altamont Terr - cleaned up job after valve replacement
Altamont Terr - moved out all equipment
Altamont Terr - Turned in valves
Removed downed tree from Wills Creek Pump Station
Cut brush at Wills Creek Pump Station
Hauled brush & stumps to Growden Rd gate 9-2
Removed downed tree at gate 9-2
Moved skidsteer from Browning to Balt St
Moved excavator from Wills Creek Pump Station to Balt St
Replaced 4" meter box lid - 14400 Hazen Rd
Trimmed trees - Adam's Farm

## Projects

Projects					0
GRAND TOTAL					1506

## **OCTOBER 2023 Monthly Report**

### **Flood Maintenance**

Test Run Pumps and Gates

Run Gate  
Operators

Check Sewage Regulators

Safety Meeting

Run Green St  
Pump

Clean all Storm Drains

Mowed Rt 28 Ditch, West Levee, Parklets, Moose, Kelly Blvd, Narrows Furrows, Dentist Office

Viaduct, BullPin Mill Race

Mowed all Fields and Levees

Cleaned Field#2,3

Installed Silt fence 130'

Weekly Checks over flow Pits

Catch basin repair/ Re-build

### **SEWER BRANCH**

Calls Answered	7
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Service Lines Opened	3
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Owners Trouble	5
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Traced Line Opened	346
Mains Repaired /Replaced	1
Sewer Taps Installed/Replaced	0
Cleaned Catch Basin	2
Cleanouts Installed	0
Televised Sewer mains	1325'
Televised Sewer Lines	13 CCTV
Callouts/Overtime	9 Callouts & 35 Hrs overtime
Weekly Checks over flow Pits	4
Catch basin repair/ Re-build	2
Flushed Mains	9610'
Gallons of Water Used	
605 Vac-con Truck	2000 Gal.
608 Flush Truck	4500 Gal.

#### Safety Meeting

1801 Holland St Repair 6' of 8" sewer main

115 Tighlman St Lowered Utility hole existing sat to high in roadway

217 Columbia St. repaired 8 " sewer main

41 South St. Repaired Sewer main

812 Bishop Walsh Rd. Repaired catch basin

99 Henderson Ave Repaired Drain Grate Poured with High Strength Concrete

737 Cleavland Ave. House call Investigation (Homeowner responsibility)

11 Arch St. House call Sewer Back up (Homeowner responsibility)

859 Valley Rd. House Call (Utility hole Cover Missing)

811 Rose Hill Sewage back up Flush & Camera Truck found roots on homeowner property

105 & 109 Wills creek Misc Task. Flush & Camera Truck found roots unearthed two Manhole covers buried by asphalt

Vactor Truck callouts:

Hydro 2 Sites Sewer

Hydro 4 Sites Water

Cleaned Mud Well W.W.T.P.

CCTV Camera Truck Callouts:

503 Pine Ave. Storm Basin Re-build

521 Woodside Ave resident had Blockage in Home

109 Wills creek Ave resident had blockage in supply line

330 Bedford St. Water seeping from retainer wall

12 N. Johnson St. Columbia Gas renovation

500 Hill top Resident had back up in Basement

310 Semour St. Camera Main

530 Louisiana Ave Locate sewer main and Tap

208 Market St. Furlows garage CCTV sewer main and storm

19 Baltimore St. Sewer main Investigation

12 Racwe St Possible roots sewer main and Tap Clear

703 Hilltop Completed video of previous repair

502 Sheridan Camera Main and Tapss and locate

**File Attachments for Item:**

1. Approval of the Work Session and Regular Session Minutes of October 17, 2023, and the Council Retreat Open Work Session Minutes of October 19, 2023



# Mayor and City Council of Cumberland

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

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

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## Mayor and City Council of Cumberland

### WORK SESSION

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

Tuesday, October 17, 2023, 5:00 p.m.

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

**ALSO PRESENT:** Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen, City Solicitor; Ken Tressler, Director of Administrative Services; Chip Watkins, Information Security Officer; Robert Smith, Director-Engineering and Utilities; Chuck Ternent, Chief of Police; Dave Biser, Retired CPD

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

### I. CYBERSECURITY STATUS UPDATE

Mr. Chip Watkins, Information Security Officer, provided background on his 35 years of experience in IT, saying that most of those years he built and managed federal data centers for the DOD. He advised on cybersecurity efforts in the City.

Mr. Watkins discussed scam email that asks for gift cards, money, etc. He stated that those kind of emails amount to about \$2.7B of extorted money each year. He said that these data breaches can happen at all levels, and said the government is a target due to its amount of information, citizen data, social security numbers; credit card numbers, and internal data. He added that limited funding is associated with cybersecurity at the City government level, making it an easier target, saying people can even purchase attackers to breach security.

Mr. Watkins reviewed the multitudes of data the City is protecting, from blueprints in the Engineering Department for the water reclamation facility and water distribution, the plant Scada systems, City Wi-Fi, computer systems, etc., to Criminal Justice Information Systems (CJIS), police records, Fire Department emergency response data, and personal data on citizens and employees.

Mr. Watkins advised on what the City has done so far to alleviate these threats. He stated that they've had the CISA, a government agency, do an audit on the dam and wastewater systems. He said the agency produced a report, which can be made available to Council. He added that IT has established relationships with the MD State and National Cybersecurity Organizations, and said they have enhanced their internal physical data center space. He also added that recently they've procured equipment to start making things redundant, and have upgraded parts of the base infrastructure and equipment.

Mr. Watkins advised on things that still need to be done. He said that legislation requires the City to have an audit done by an external party; however, he said that there are not a lot of details regarding funding for that. He added that more requirements are starting to be put in place at the State level.

Mr. Watkins advised that there needs to be better documentation of all City systems in place, and talked about the recently purchase Tenable system which will start that process. He said there are not a lot of formal IT policies, so those will need to be created, and discussed updates to the internal networks and systems, as well as instituting a broader use of Cloud systems. He stated that October is National Cybersecurity Awareness Month, which is why he wanted to provide an update, and advised everyone to remember that cybersecurity is not a single person, it's everyone's responsibility. In closing, Mr. Watkins provided a video from Governor Wes Moore about Cybersecurity Awareness Month. He then opened the floor for questions.

Council Member Marchini asked about the City's evaluation, with Mr. Watkins responding that it was a little lower than average, but said average for water systems is bad. He talked about several attacks on several water systems, and said in Georgia, it was just luck that someone happened to be looking at the right monitor at the right time when an attacker hacked in and changed the mixture going into the water. He added that there is a huge amount of direct cyber-attacks that have hit municipalities – Baltimore, Pittsburgh, DC – and said “brute force” attacks are a constant barrage against the City, explaining that in one 24-hour period, he had almost 2700 failed attempts from people trying to log-in.

Council Member Cioni asked about the price of top-of-the-line systems to protect the City. Mr. Tressler noted that they could cost hundreds of thousands of dollars. Mr. Watkins advised that the firewalls IT has just purchased are one of the top-of-the-line systems, which allows for additional monitoring. He also mentioned that system life expectancy is roughly 7-10 years, but said it is upgraded often.

Mr. Watkins explained that the average cost of a data breach is \$2.6M, but a lot of it is reputation because of bad press and people not wanting to continue to deal with you. There was further discussion about identity theft, and the City being liable for the water system, in someone hacks in to create havoc with the chemicals. Mr. Watkins warned that all it takes is one disgruntled employee, or someone mad about the water rate going up. He added that there are entire systems on the dark web; there's constantly people looking for a breach – sometimes people just proving they can do it.

Mr. Watkins explained that individually, people need to be aware of where you're going, emails you're opening, devices you are attached to – like being in public sharing an establishment's Wi-Fi. He said to use Virtual Private Network (VPN) when attaching to a public Wi-Fi. He added to be careful when browsing, and don't click on links in text messages.



Dave Biser advised to use common sense, and said hackers are engineers that will appeal to you, having researched you, found charities you like, and will craft an email to look like something that interests you. Mr. Watkins agreed, adding especially in an environment such as this when all contact info is out there. He discussed that through CISA, there's a public scan that occurs weekly to see if there's anything open that shouldn't be. He added that he's looking into penetration testing, as well as signing up for services that send around emails to test companies and see who responds. He also mentioned having more training for employees.

## **II. ENGINEERING DEPARTMENT UPDATE**

Mr. Smith discussed hurdles needed to get over soon. He advised that the Baltimore Street Bridge will be reduced to one-way traffic from Mechanic Street to Greene Street, which he stated was designed to have two-way traffic during the whole construction period, but issues arose and there's not enough room. He discussed Phase III work – sidewalk, replacing the water line next week, and said coming out of that there will tentatively be two days of bridge closures. He said he will keep M&CC informed.

Mr. Smith stated that the bridge will be back in full service around June of 2024, depending on weather, advising that some of the time there will be little or no work being done, while waiting for temperatures to be good enough to pour concrete.

As for the Baltimore Street Access Project, Mr. Smith stated that there are lots of updates shared with Council constantly, so didn't go into that in detail.

Next, Mr. Brown discussed the McMullen Street Bridge, saying the contract has been awarded to Harbel, Inc., and said work will be ongoing beginning in November, and will go forward until temperatures get too low. He stated that after that there will be no major work going on there until Spring. He added that this project will probably result in 3-4 weeks total of closures – shutting one side of the bridge down at a time, to move all traffic over to the other side.

Mr. Smith also advised that he's waiting for MDOT approval to repair the Marion Street Bridge, which he said is relatively minor in scope, the biggest expense being shifting traffic away. He's also waiting on State approval of maintenance of the traffic plan.

Mr. Brown discussed the Constitution Park Trails Project, which utilizes CDBG funds, and said bids are expected back in late October for design and build proposals. He added that they will solicit public input to gather information on what people want to see in the project.

Mr. Brown advised that they are advertising the Municipal Service Center fuel service replacement, and are changing over to Beacon Bid, an online bid service.

He went on to the South End Water Main Project, which is funded by ARPA monies. He stated that drawings will be done by next week for internal review, and said every water line that has not been replaced in the last 15 years, will be replaced.

Mr. Brown also discussed the City Hall HVAC Project, which will also be funded through ARPA, and said the intention is to bid in November, with bids coming in mid to late December, when they will make a decision on what they will be able to do. He advised that construction will start in the Spring when there is less of a demand, and said the new system will be both heat and AC, with there being some split units throughout City Hall to give more functionality.

Mr. Smith stated that they awarded the Water Tank Maintenance contract, which he said will be a huge help for Water Filtration by having an expected cost every year instead of putting tanks out for bid. He added that in the next 10 years all water towers will be painted.

Mr. Smith talked about the next major thing on his list, which he stated was a federal requirement to generate a lead service inventory list, and said this is stemming from the Flint, MI situation. He said the list must be generated by October 2024, showing addresses and of what material the pipes are made, adding that they have to document galvanized pipes as well. He advised that they have to generate a database, and said a website will be set up for the public to input their own information. He stated that the feds want everything – all roughly 8000 properties, plus the 45 in PA. He said homes that were built after 1973 when the lead ban came into effect should not contain lead – that removes about 800 homes from the list.

Mr. Smith moved on to a street repair ordinance he is working on with the City Solicitor, and discussed a road restoration guide, never doing curb-to-curb, and said the code right now is not clear.

Mr. Smith advised that the elevator repair at the Public Safety Building is complete, and said the City Hall elevator renovation will begin in January. He also mentioned the Fort Hill Reservoir cover repair is complete, and said 99% of the influent screen job at the Water Reclamation Facility is complete, with the new system working out well.

Mr. Smith stated that the biggest thing is the paving going on. He said the intention is to have Greene Street permanently patched in the Winter, and in the Spring do a paving contract from Smallwood Avenue, to the Baltimore Street Bridge, to the downtown mall construction. He said they are shooting for May 2024. He added that they will also be concentrating on paving the Massachusetts and New Hampshire Avenues area. He also mentioned that there will be the occasional Columbia Gas project that pops up from time to time.

Mr. Smith advised that his departments are fully-staffed, and said the new Project Engineer is working out well. He stated that as things come up, he will keep M&CC informed. Lastly, he mentioned that the intention is to have the Cumberland Street Bridge in construction next Summer, depending on approvals.

### **III. AGENDA REVIEW OCTOBER 17, 2023**

Mr. Silka reviewed the public meeting agenda. Marchini questioned Orders 27345 – 27347. Mr. Silka explained they are keeping the City's supply of water meters up, and getting inventory that's needed throughout the year. Council Member Cioni questioned Order 27342. Mr. Silka explained that all were lots.

Mr. Silka discussed Order 27348, explaining it was an agreement with the City and the CEDC, and said that a leased room at 81 Baltimore Street would provide storage for the server of the surveillance cameras.

Mr. Silka also discussed Order 27350, saying that electric rates are doing down, and change daily. He said this will allow the City to extend its contract without calling an emergency meeting.

### **IV. MAYOR AND CITY COUNCIL UPDATES**

Council Member Furstenberg stated that he called Mr. Smith last week to talk about Maryland Avenue having overgrown trees. He stated that the next day the crew cleaned up everything, and it all looks good, so kudos to Brooke Cassell and Robert Smith for the quick response.

Council Members Cioni and Furstenberg had nothing to update.

Council Member Marchini stated that they are working on the Silva Cells on Baltimore Street, and are starting on the parklets. She mentioned that there has been 99% positive comments about the lights. She also said cameras are going up, new businesses continue to open, and the local historic district has received \$2M in tax credits. Regarding grants, the Councilwoman stated that they had received a grant for \$30K for connectivity, while work continues on Main Street subcommittees. There will also be active shooter training for local businesses from the Police and Fire Departments. She also reminded everyone to purchase a DDC Discount Card.

There was discussion about the Winter Festival on 12/2/23 and 12/9/23. Council Member Marchini stated that you can go online to volunteer to work at the event. She mentioned that the last Friday After Five is October 27<sup>th</sup>, and advised that she has been asked to serve on the Comptrollers Work and Advisory Committee, which will meet on Thursday.

Council Member Frazier advised that he had been to the Embassy Theatre to see Deathtrap, which he enjoyed. He talked about the Portland Loo that was installed at that end of the downtown mall. He said it's usable, but not a place to hang out, and said that anyone that's complaining about it needs to go see it.

Mayor Morriss stated that he took a tour through Constitution Park with Ryan Mackey last week, and said he likes the enthusiasm that he brings to Parks and Rec. Council Member Cioni mentioned that the new signs in the park look great.

The Mayor discussed the MML Fall Conference that he and Mr. Silka attended. He stated that they took classes that were very educational. He said the Governor was there this morning, and it was good to see his energy. He stated that the state is getting ready to create a Municipal Tourism Fund. The Mayor stated that he talked with the Governor's staff about a potential visit, maybe to ride on the Polar Express. He said the staff was very approachable; they had good conversations.

## **V. ADJOURNMENT**

With no further business at hand, the meeting adjourned at 6:12 p.m.

Respectfully Submitted,

Allison K. Layton  
City Clerk

Minutes approved on: \_\_\_\_\_



# Mayor and City Council of Cumberland

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

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

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## MINUTES

M&CC Regular Meeting  
57 N. Liberty St.

DATE: October 17, 2023

### **I. OPEN SESSION – 6:15 p.m.**

### **II. Pledge of Allegiance**

### **III. Roll Call**

### **PRESENT:**

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

**Also Present:** Jeffrey F. Rhodes, City Administrator; Allison K. Layton, City Clerk; Chuck Ternent, Chief of Police

### **IV. Statement of Closed Meeting – October 10, 2023**

Mayor Morriss announced that a closed session had been held on Tuesday, October 10, 2023, and read into the record a summary of that meeting which is attached hereto and made a part of these minutes as required under Section 3-306 (c)(2) of the General Provisions Article of the Annotated Code of Maryland.

Chief Ternent introduced the new member of the Department of Public Health, Dr. Junie Delizo, Health Officer for the Allegany County Health Department. Dr. Delizo stated that the County has an amazing health department, and said he is here to serve, his duty being to ensure that citizens have the services they need. Mayor Morriss thanked Dr. Delizo, saying the City has a lot of concerns, and has a good line of communication with the County.

## **V. Presentations**

1. Presentation of an award to Dennis Bittinger in honor of 20 years of service on the Shade Tree Commission

Mayor Morriss read the Certificate of Recognition and it was presented to Mr. Bittinger by the Mayor and City Council. Another award was presented by the members of the Shade Tree Commission – Gary Mallow, Dale Burgess, and Harold Hipsley. They provided background on the Shade Tree Commission, saying its members are Guardians of the Tree Forest, and that they ensure that the City remains a Tree City, USA. They spoke highly of Mr. Bittinger, saying he has logged countless hours working for the Commission, and has taught at schools and prisons. Dale Burgess presented a plaque to Mr. Bittinger in honor of all the work he’s done while on the Shade Tree Commission.

2. Presentation of Employee Retirement Awards

Fire Chief Shannon Adams spoke on behalf of Lt. EMT Geena Kyle, providing background on her career with the CFD that began in 1998. He stated that during her 24-year career she was active in many aspects of the department – teaching kids, Academy instructor, certified EMS instructor, fire instructor, and started as a Medic in 2015, working her way up to Lt. EMT in 2017. Chief Adams said she was the first female firefighter in Cumberland, and was a mentor and a friend – she will be missed.

## **VI. Director's Reports**

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

### **(A) Administrative Services**

1. Administrative Services Monthly Report for September 2023

### **(B) Public Works**

1. Maintenance Division Monthly Report for September 2023

### **(C) Fire**

1. Fire Department Monthly Report for September 2023

### **(D) Police**

1. Police Department Monthly Report for September 2023

## **VII. Approval of Minutes**

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

1. Approval of the Closed, Work and Regular Session Minutes of October 3, 2023, and the Closed and Work Session Minutes of October 10, 2023.

## **VIII. Public Comments**

*No Public Comments*

All public comments are limited to 5 minutes per person

## **IX. Unfinished Business**

### **(A) Ordinances**

1. **Ordinance 3966** (*2nd and 3rd Readings*) - authorizing the transfer of 102-104-106 Altamont Terrace to Abiye Williams for the purchase price of \$4,800.

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

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

## **X. New Business**

### **(A) Ordinances**

1. **Ordinance 3967** (*1st Reading*) - providing for the closure of an unnamed alley in the City of Cumberland running from Garden View Drive, bounded on both sides by property owned by Jimmie C. O'Neal.

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

2. **Ordinance 3968** (*1st Reading*) - providing for the closure of a right of way by the name of Orlando Street in the City of Cumberland which runs between Wiley Street and Garden View Drive and is bounded on both sides by property owned by Jimmie C. O'Neal.

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

3. **Ordinance 3969** (*1st Reading*) - to enact Section 22-12 of the Cumberland City Code pertaining to the prohibition of habitation in vehicles parked on public property and to amend Section 13-48(a) of the said code for the purpose of authorizing the towing of vehicles parked on public property for more than 24 hours after having been cited.

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

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

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

**Order 27,337** - lifting Section 11-113 of the City Code on October 27, 2023 from 5:00 PM through 11:00 PM to allow for the use of open containers of alcohol within certain areas of the downtown during the "Friday After Five" event; notwithstanding that open glass containers shall not be permitted.

**Order 27,338** - authorizing reappointments to the Administrative Appeals Board, Historic Preservation Commission and Housing Authority of Cumberland.

**Order 27,339** - authorizing the acceptance of the proposal from Percy Public Affairs, LLC to provide lobbying and government relations services in the amount not-to-exceed \$45,000 for the term November 1, 2023 through November 1, 2024.

**Order 27,340** - rescinding Order 27,334 dated October 3, 2023 and accepting the proposal from Long View Systems Corporation USA for equipment, installation and support of a Tenable system to better secure and monitor the City's water supply and Wastewater management IT systems, as well as general IT Networks, in the amount not-to-exceed \$53,471.16.

**Order 27,341** - declaring Cumberland Police Department Unit #16, a 2015 Ford Sedan, VIN# 1FAHP2MK2FG128011 to be surplus for sale or scrap.

**Order 27,342** - executing a Donation Agreement between the Mayor and City Council of Cumberland and Kim K. Gold and John D. Hendershot, Personal Representatives of the Estate of Leon L. Granoff, donation of the following four (4) parcels of real property to the City: 305 Maryland Avenue (Tax ID No. 22-002678), Broadway, Lot B-6 (Tax ID No. 22-018396), Broadway, Lot B-8 (Tax ID No. 22-018345) and Rear Greene Street (Tax ID No. 06-030890).

**Order 27,343** - authorizing Change Order No. 1 to the Rehabilitation of Bridge A-C-06 Baltimore Street over Wills Creek (City Project 9-18-BR) with an increase of \$131,593.13 bringing the total contract price to an amount not to exceed \$4,836,503.38.

**Order 27,344** - authorizing the execution of Change Order No. 2 to "Baltimore Street Access Project" (12-16-M) for the restoration of the existing building walls that became exposed after removal of existing masonry at both parklets in the amount of \$45,160, bringing the new contract amount not to exceed \$14,782,435.

**Order 27,345** - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost-Free Lids from L/B Water Service in the amount not-to-exceed \$62,533 for the entire fiscal year.

**Order 27,346** - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost-Free Lids from Core & Main LP in the amount not-to-exceed \$62,533 for the entire fiscal year.

**Order 27,347** - authorizing the Sole Source purchase of the City's annual amount of Meter Setters, Meter Boxes and Frost-Free Lids from CITCO Water in the amount not-to-exceed \$62,533 for the entire fiscal year.

**Order 27,348** - authorizing the City Administrator to execute an agreement with the Cumberland Economic Development (CEDC) and 81 Baltimore Street, LLC allowing the City of Cumberland and the CEDC to locate surveillance system equipment within a leased room on the 4th floor and on the roof of the property at 81 Baltimore Street for an annual stipend of \$2,500 for a ten-year term.

**Order 27,349** - executing a Donation Agreement between the Mayor and City Council of Cumberland and Joseph A. Goetz, for the donation of the parcel of real property to the City at 111 South Street (Tax ID No. 04-023102).

**Order 27,350** - authorizing the City Administrator to enter into a fixed price electricity supply agreement for a term up to three (3) years beginning in November of 2024 for City Assets in Maryland and Pennsylvania.

**XI. Public Comments**

**David Biser, Long Drive, Cumberland**, gave kudos to M&CC for taking steps to increase cybersecurity and to insure that information held by the City is held safely. He also mentioned that this week is the event at Rocky Gap called Tech At The Gap, which brings people from all over the region for IT security purposes.

All public comments are limited to 5 minutes per person

**XII. Adjournment**

With no further business at hand, the meeting adjourned at 6:50 p.m.

Minutes approved on \_\_\_\_\_

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

ATTEST: Allison K. Layton, City Clerk \_\_\_\_\_





# Mayor and City Council of Cumberland

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

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

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## Mayor and City Council of Cumberland

### COUNCIL RETREAT OPEN WORK SESSION

Fairfield Inn  
21 Wineow Street  
Cumberland, MD 21502

Thursday, October 19, 2023, 9:00 a.m.

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

**ALSO PRESENT:** Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; Ashley James, Executive Assistant

**Media:** Teresa McMinn, Cumberland Times-News

#### I. INTRODUCTION TO GOAL-SETTING PROCESS

Mr. Silka opened the M&CC Retreat with advice to keep personnel and sensitive items out of the conversation if the Press is here. He went over the retreat agenda categories, saying this is a session for the M&CC to brainstorm and discuss, while he will try to keep things on track. He added that he wants to know where we’ve been, where we’re going, and how we’re getting there.

Mr. Silka explained they need to define the mission of the City – how it is doing now – and set some goals and objectives to create a road map. He advised that it would be up to Staff to take the goals and get the City to meet them, while being unbiased and staying away from conjecture and hearsay.

#### II. REVIEW OF SWOT ANALYSIS

Mr. Silka passed around copies of the master SWOT analysis derived from the M&CC and Staff SWOT analyses. He said they will come up with goals, then create a presentation and have input from departments to implement; then visit it quarterly on the agenda to make sure they stay on track.

Mr. Silka went over each part of the analysis:

### **Strengths**

- Location with regional history
- Strong, qualified, committed Mgmt.
- M&CC engaged with Staff, community groups, and governmental leaders
- Access to educational institutions

### **Weaknesses**

- Aging infrastructure and maintenance costs
- Declining housing stock and lack of housing options
- Prevalence of blight
- Young people not staying in the City
- Low tax base/high tax rate/double taxation
- Need for expanded recreational activities

### **Opportunities**

- Baltimore Street Rehab. Project
- Constitution Park imp.
- Leveraging remote work shift begun during pandemic
- Capitalize on the Potomac River/future Riverpark
- Define role of City and CEDC
- New residential development – Memorial, Allegany High – and impact on tax base
- Continue to expand Code Enforcement activities and sweeps

### **Threats**

- Expansion of current low-income population
- Homelessness and drug addiction and its impact
- Current state of the economy and impacts on federal, state, and county budgets and funding

Mayor Morris stated that he was good with all 4 strengths and asked for any others. Council Member Furstenberg noted that the highway goes right through the City, and discussed Cumberland's regional history. Mr. Silka said that's important as it draws people in. Council Member Marchini noted that the City's unique architecture is a strength, and said because the City has been so impoverished, it has been untouched. Mr. Silka agreed, saying this is strategic preservation. There was also discussion on Cumberland's active arts and entertainment community. Council made note of the culture at City Hall being the best it's been in a long while.

Mr. Silka moved on to weaknesses. There was discussion about there not being a north/south highway, like I-81, and Mayor Morris mentioned Corridor H. He said it's a current topic of the Greater Cumberland Group. Council Member Cioni talked about the perception people have of the City, and getting people to take more interest in their City and their own property, and

mentioned double-taxation. There was discussion about getting people involved. Mayor Morriss said he has had this conversation with MML, about the City not winning blight cases in court. He suggested developing a strategy to have a conversation about partnership with the County and City entities to find the best tact for going forward to get the County to partner with the City.

There was discussion about Frostburg feeling slighted if Cumberland gets grant money from the County. Mr. Silka stated that no one wants to touch anything that says tax differential. Mayor Morriss stated that the City is in a better position than a lot of areas in the state, and said the right tact is a strong, positive negotiation with the County regarding expenses. It was noted that this doesn't have to be public, with Mr. Silka agreeing that it should be kept quiet.

There was talk about HUD counties, with Council Member Furstenberg saying Cumberland is the capital of housing vouchers, although Mr. Silka stated that the City doesn't do a housing program. He advised to be careful of that approach, because you can't discriminate against housing.

Another weakness brought up was workforce training. It was discussed that Cumberland has decent jobs, but no training. Mr. Silka stated that lots of trained people are leaving the area and going downstate. He added that Cumberland also has a lack of opportunity.

There was discussion about how hard it is to encourage kids to go to the Career Center to learn a trade. Mr. Silka stated that standardized tests have no bearing on real life skills, and suggested bringing people to the table to find out what skills are lacking. Mayor Morriss suggested getting school guidance counselors to help direct kids. He also said the City should have some kind of influence in this issue.

Mr. Silka moved on to Opportunities, reading through the list.

Council Member Furstenberg noted that the City's projects need to be completed so people stop being negative and complaining about things not getting done.

Council Member Frazier stated that the City needs to acquire the CSX property, as it's the biggest flat area in the City. It was noted that the area may have to have soil removed and be concreted over.

Council Member Cioni suggested digging deeper into the role of the City and the CEDC – are they doing what we want them to do? He stated that economic development is key to everything discussed. There was discussion about the relationship and how to make it better going forward, and to revisit and redefine the role of economic development. Mr. Silka stated that having 3 separate Facebook pages – DDC, City, CEDC - is not cohesive, and said if a city operates on that many different platforms, that's a problem. There was discussion about all entities leading to the same thing and linking to each other – make a website that is inclusive. Mr. Silka suggested "Cumberland Connected."

There was also discussion about the City's logo, and if it still needs to show a canal boat and mule. It was noted that that specific logo doesn't relate to anything the City does now. Mr. Silka stated that they'd have to hire a consultant to walk them through that proposed change.

There was more discussion about the CSX property and development right off of I-68 being a good thing. Mayor Morriss stated it would be nice if that area was the hub of the City's retail center.

There was discussion about a plan in the past to develop from Maryland Avenue to Ft. Cumberland Homes. Mayor Morriss explained that is the grand vision, the plan is years and years in the making, with Rolling Mill being the first step – once that's developed the rest of the vision can be brought to fruition. He stated that moving forward with the Baltimore Street Revitalization was the right way to handle it, saying that as it's completed over the next 2 years, it will raise citizen morale, and the influx of private money into the downtown will continue outward. Buying up Decatur Street and Henderson Avenue was discussed. Mayor Morriss mentioned the development and work that has been done on Decatur Street so far, saying you can see it happening.

Mr. Silka discussed the tour downtown recently with folks from Johnstown, PA, and said the prices of large buildings are very much different between Johnstown and Cumberland. He explained how the Baltimore Street project was handled at the beginning, with efforts from Melinda Kelleher, and that the communication, engagement, and stakeholders made it successful. He added that he wants to bring the Manager's conference here to Cumberland, and also stated that he could see this as a presentation down the road at MML.

There was discussion about some negative comments regarding the Portland Loo public restroom. Mayor Morriss explained that the downtown business owners wanted to have a public restroom so that non-patrons of their establishments would have a place to use, instead of having people constantly asking if they can come in just to use the restroom.

Mr. Silka review the Threats. Council Member Furstenberg discussed social media and the constant negative commenting about Cumberland from several people and their followers.

Mayor Morriss suggested doing more positive things on YouTube to get them out there, which he said would lead people to that instead of negativity. Mr. Silka advised that they have had discussions about doing vignettes to self-promote, and about creating a YouTube channel for the City. Mayor Morriss suggested inviting Allegany County in, and discussed his viewership during Covid of his weekly updates.

There was discussion about recruitment to build staff. Mr. Silka explained that the City has critical retirements in the 5-year plan. He talked about hiring people based on where they will go next; how they climb the ladder.

There was discussion about training for potential supervisors, and about professional development being important. Mr. Silka stated that he has stressed to the Directors to get involved with MML, which he explained is populated by small cities calling the shots. Mayor Morriss stated that Staff feels that hiring and retention is a challenge, but said he feels the City is turning a corner – there's a lot going on in the City.

Council Member Furstenberg advised on old houses and blight being a threat, and said they need to get cleaned up faster. He stated that other cities are now doing what Cumberland is doing, and said we need to stay ahead of them. Mayor Morriss noted that the City has got the ball rolling with blight removal, and said that even though it's a threat, he looks at it as an opportunity to continue doing what we've been doing. There was discussion about being 100% sure the City is

in fact doing all that the law allows, and could it do more if there is more Staff and resources. It was noted that Cumberland has a big problem with its 512 structures that are not rehab-able. Mr. Silka noted that it comes down to money, and said the cost to demo one house is \$25K.

Mayor Morriss stated that Community Development has made great strides in the last 3-4 years, and grants are allowing developers/contractors to put more money into homes – making them nicer, not just basic renovations. He agreed with Council Member Cioni, saying if there's room for improvement, it needs to be done, and if people aren't doing what they need to do, they need to be held accountable, with violations and citations. He talked about issues with some property managers who know what needs to be done, and about not lowering expectations, but increasing other people's ideas of what the standards are. It was noted that some out-of-town landlords haven't seen their property in 20 years.

There was discussion about hiring too many contractors/outside workers. Mr. Silka stated that it's impossible to do everything needed in the City without hiring outside help, saying the thought was to hire more people vs. outside contractors. He explained that they could never hire enough Staff to do all the work the City does.

There was discussion about Community Development saying they had lack of qualified Staff to implement opportunities. They talked about Hagerstown P&R having 10-12 Staff vs. just Ryan Mackey for the City, and said it would be great to increase the Staff size, but there is a physical limitation. It was noted that if the City can increase tax base, there will be more resources to do so.

There was also discussion about court wait times regarding blighted properties. Council Member Cioni advised that he met with Judge Bean who couldn't understand why there is concern about this, because he stated that on Monday mornings he devotes all his time to just this topic. Mr. Silka explained that it's the court providing continuances – by the time it gets to court, the person has had ample time to resolve the situation.

Mayor Morriss gave examples of Code Enforcement taking pictures of a property every month, so that they would have a year's worth of photos to take to court. He stated that essentially all the judge did was issue a \$100 fine.

Moving on, Council Member Furstenberg discussed the threat of plant closures, and the many people that lost their jobs due to facility closures (most recently Westvaco and Hunter Douglas). There was discussion about census numbers and population decline, with the Mayor saying that the County's population is declining faster than the City's.

Mr. Silka talked about lack of adequate housing stock being a threat, and stated that Cumberland doesn't have the kind of housing to attract young professionals. Council Member Marchini noted that this needs to be discussed when talking about the kind of housing coming into the area.

### **III. IDENTIFICATION OF STRATEGIC CENTERS**

Mr. Silka explained that “centers” means categories to start making goals under, and said there should be 4-5, encapsulating what they talked about in the SWOT analysis. The team discussed what categories to be the “centers.” The categories decided on were:

***Fiscal well-being; Communication; Neighborhood revitalization; Governmental & community partner relations; Staff enhancement; and Strategic City initiatives.***

Mr. Silka led discussions on formulating goals later under the Strategic Centers. Ideas included keeping up City property; communication regarding snow-plowing; increasing tax base; meeting with neighborhoods and residents, building up housing stock, blight control, more staffing. There was discussion on the value of having just one neighborhood association, since individual associations didn't take off very well. Mayor Morriss stated it's up to the citizens, saying if they don't have a core group to get things going, M&CC can't make things happen for them. Mr. Silka stated without organic participation, associations won't get off the ground. Council Member Furstenberg said he believes there is energy in the neighborhoods, and said he thinks M&CC can bring their own energy to help revitalize.

Mr. Silka discussed residential development, saying it doesn't necessarily result in an increase in tax base because services cost money. He said commercial development uses less services – no street plowing. He said the City is going to be a bedroom community because there is no developable land and the City has small shops – we have to get residents in.

Council Member Frazier talked about having Council visit neighborhoods once or twice a year to meet with residents - go out as a group to show that M&CC care.

Council Member Cioni spoke about his concern with the 10% drop in population, and said he doesn't see how Cumberland can continue as a broad community without working closely with the County and share resources. He said the 10% drop should get peoples' attention that the City needs a somewhat different approach, and discussed lost revenue. He imagined how good it would be if the County and others would be there to brainstorm with M&CC, and share information.

#### **IV. DEVELOPMENT OF NEW MISSION STATEMENT**

Mr. Silka discussed creating a mission statement, but said it was not necessary. Mayor Morriss read a random mission statement, saying that generally it would be a statement saying that we want to be nice people. He talked about mission statements when he worked at CSX. Mr. Silka advised they can work on it at a future time.

#### **V. DEVELOPMENT OF STRATEGIC GOALS**

Mr. Silka stated that the next step would be to formulate the goals under the strategic centers.

Beginning with Fiscal Well Being, Mayor Morriss spoke about the fund balances and to know where the City is and what it has, but to make projections 5-10 years out for what Staff believes funds will look like, and a base plan for infrastructure needs. He discussed a situation in 2008 when fund balance was low and the City didn't have the money that was needed.

There was discussion about what the asks and risks are, and what will be left in the fund balance. Mr. Silka stated that a responsible debt load is where we want to be. He discussed priorities for fixed capital assets, and said there's restrictions on the bond regarding what you can borrow for.

He also discussed performance-based budgeting, and said they are constantly evaluating where our money is. He noted that right now City benefits are being evaluated again due to service and price issues, and discussed concerns with the consortium.

**Fiscal well-being** – Fund balance projections; responsible borrowing; prioritization of projects; revenue sources/enhancements; addressing infrastructure

On to Communication: Mayor Morriss stated that M&CC needs to control the narrative of what goes out – stay consistent and positive. There was discussion about live-streaming the meetings. There was discussion about website consolidation, and rebranding it. They also talked about engagement of the public and volunteer opportunities. Doing more streaming of the public meetings, or recording them was mentioned. Mr. Silka noted that when the elevator is down for service for 6 weeks, they will need to have a way to allow for public comment, but after that just have the recorded videos on YouTube.

**General Communication** – Website consolidation and branding; Citizen messaging; City-positive PR; engagement of the public; unified voice

On to Neighborhood Revitalization: Mayor Morriss discussed property improvement programs, and to see if there's a way to increase funding for those. There was discussion about continuation of programs, while evaluating them to see if they are still necessary – is the money put on the street being used – are we getting the desired results? Council Member Frazier was concerned if the Code Sweeps could be a deterrent to living in the City, with folks thinking Code Enforcement is constantly on their case. Mayor Morriss didn't think it was a problem, and mentioned that 12 inches of grass should not be hard to maintain.

**Neighborhood revitalization** – Continuation and evaluation of programs; continuation/strengthening of Code Enforcement; Parks & Rec – continue improvements; increase housing stock and removal of blight; historic preservation

Next, they moved on to Staffing: Council Member Cioni discussed what Staff members would want in the way of training. Council Member Marchini talked about leadership development being a part of training. She also discussed having back-up – someone else in line. Council Member Frazier talked about organizational structure, and cross-training was also discussed.

**Staff enhancement** – Expand and encourage Staff development; succession plan; organization structure optimized; building on organization culture; cross-training

Next, Governmental & Community Partner Relations: Mayor Morriss listed the City's partners: DDC, CEDC, LBC, Janes Place, YMCA, AHEC West, HRDC, CDBG, Hotel/Motel partners, URM, Health Department, and DSS.

There was discussion about the Western Maryland Delegation, to talk to them to find out what common issues can be addressed, and whether to have joint meetings or individual conversations.

**Governmental & community partner relations** – Enhance relationship with County and State reps; enhance relationship with community partners; State associations, MML, MACO, Tri-County Council; Colleges/CCTE/ACPS for workforce development

And finally, Strategic Initiatives: There was discussion about Cumberland’s outdoor amenities. Mayor Morriss discussed connectivity between the downtown mall, Centre and Mechanic Streets, and talked about the City’s other “Main Street,” Virginia Avenue. He asked about the next steps for revitalizing that part of town, and said that street is the key to that area going forward. There was also discussion about way-finding signage for people coming off the GAP Trail. Council Member Marchini talked about Baltimore Street funding and public money coming in, and mentioned that there has been a lot of private development money going into it as well. It was noted that the Baltimore Street project was an impetus for people to purchase buildings downtown.

**Strategic City initiatives** – Riverpark and Amphitheatre at Canal Place; connectivity of City amenities; continue to work on Parks & Rec resources; ED review and assessment; leverage private investments for use of public funds.

Mr. Silka stated that these are the goals. He explained that he will handle it from this point forward, and thanked everyone for their hard work. He said they will create documents from everything discussed today, bring it to a work session, and create a roadmap. He said then the roadmap will go to the departments and they’ll come up with a plan as to how to address the goals. He said that what they have control over, they will give quarterly updates. It was mentioned that Staff incorporate time frames – short-term, mid-term, and long-term. Mr. Silka advised that this is a living document, and will constantly be changing. He explained that as we move into the budgeting season, there will be a priority list of what M&CC wants to see and what helps to guide budgeting decisions.

There was discussion about how to define success and failure. Mr. Silka explained that will be another discussion in a workshop – tell us what you want – we will give you the opportunity to take that goal.

There was positive discussion about the retreat, and M&CC said that it was great to be able to work together as a team.

#### **IV. ADJOURNMENT**

With no further business at hand, the meeting adjourned at 1:55 p.m.

Respectfully Submitted,

Allison K. Layton  
City Clerk

Minutes approved on: \_\_\_\_\_



**File Attachments for Item:**

1. Ordinance 3967 (*2nd and 3rd Readings*) - providing for the closure of an unnamed alley in the City of Cumberland running from Garden View Drive, bounded on both sides by property owned by Jimmie C. O'Neal

## **ORDINANCE NO. 3967**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO PROVIDE FOR THE CLOSURE OF AN UNNAMED ALLEY RUNNING FROM GARDEN VIEW DRIVE NORTH APPROXIMATELY 120.03 FEET ON THE WEST SIDE AND 134.62 FEET ON THE EAST SIDE BOUNDED ON BOTH SIDES BY PROPERTY OWNED BY JIMMIE C. O'NEAL (ACQUIRED BY DEED FROM NESOR I, INC. DATED MARCH 21, 2007 AND RECORDED IN THE ALLEGANY COUNTY LAND RECORDS IN BOOK 1375, PAGE 281 AND BY DEED FROM JOHN W. YODER AND MICHELLE L. YODER DATED FEBRUARY 26, 2020 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN BOOK 2537, PAGE 61, THE SAID UNNAMED ALLEY BEING CLOSED BEING LOCATED IN THE CITY OF CUMBERLAND, MARYLAND."

**WHEREAS**, the Mayor and City Council of Cumberland received a petition from Jimmie C. O'Neal, requesting the closure of an unnamed alley (the "Alley") generally described in the titling of this Ordinance.

**WHEREAS**, the recitations set forth in the titling of this Ordinance describe the location of the Alley being closed and, in that regard, they are incorporated by reference herein. Further, the plat attached hereto as **Exhibit A** and the metes and bounds description attached hereto as **Exhibit B** more particularly show the location of the Alley and its dimensions.

**WHEREAS**, the City Clerk served a personal notice in writing upon each of the property owners to be affected by the passage of the proposed Ordinance more than ten (10) days before the passage of this Ordinance. Since Jimmie C. O'Neal is the only individual who owns property abutting the Alley, he is the only individual who was provided with this notice.

**WHEREAS**, in the opinion of the Mayor and City Council of Cumberland, the public welfare and convenience require that the Alley be closed.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND AS FOLLOWS:**

**SECTION 1:** The Alley shown on the plat attached as **Exhibit A** and more particularly described in the metes and bounds description attached hereto as **Exhibit B** is closed. The Alley shall be conveyed from the City to Jimmie C. O'Neal as provided for hereinafter. This conveyance is subject to the easements, reservations and restrictions set forth in the **Exhibit C** attached hereto, which easements, reservations and restrictions shall be incorporated into the deed effecting the conveyance described in this Section.

**SECTION 2:** The Mayor and City Council of Cumberland shall ascertain whether any and what amount in value of damage shall be caused by the aforesaid closure for which

the owners or possessors of any property located along the Alley, or portions thereof, should be compensated, and shall assess and levy generally on the property of the persons benefitted by the closure of the street the whole or any part of the expense which shall be incurred in closing the same.

**SECTION 4:** The City Administrator or his designee shall submit a report to the City Clerk setting forth his findings regarding what amount of damages, if any, shall have been caused by the aforesaid closure of the portion of the road/alley described herein, and the names of the owners or possessors of such property along which said streets now pass, and the amount of damages for which they shall be compensated or benefits for which they shall be assessed, and whether said damages arising from the closure shall be assessed generally on the whole assessable property within the City of Cumberland or specially on the property of the person benefitted by the closure; and, in the event of any of said damages being assessed and levied in whole or in part on any property of the persons benefitted, the names of the owners of the property specially benefitted, with a description of said property by reference to the Land Records of Allegany County, and the amount so levied and assessed. The Mayor and City Council shall consider the matter of the City Administrator's report and shall make determinations regarding the subject matter of the report at a meeting held no sooner than fifteen (15) days after the date of the passage of this Ordinance.

**SECTION 5:** Any person feeling aggrieved or injured by the decision of said Mayor and City Council of Cumberland regarding the subject matter of the City Administrator's report shall have the right of an appeal to the Circuit Court at a trial by jury, as provided in Section 128 of the Charter of the City of Cumberland (1991 Edition), upon filing a written notice of appeal with the City Clerk within thirty (30) days after the Mayor and City Council of Cumberland shall have made their return.

**SECTION 6:** The benefits assessed by said Mayor and City Council of Cumberland shall be liens upon the property of the persons benefitted to the extent of such assessment, and shall be payable within sixty (60) days after the date of the meeting at which the Mayor and City Council of Cumberland makes its determinations regarding the subject matter set forth in the City Administrator's report, and the collection of the same shall be enforced by *scire facias* in the same manner as paving liens are collected by the Mayor and City Council; and a written record of the said Mayor and City Council's determinations shall be filed for record and reported in the Mechanics' Lien Record in the Clerk's Office in the Circuit Court for Allegany County, and the assessment therein shall be liens upon the properties respectively assessed from the time of such recording, such recording to be effected no sooner than the expiration of the aforesaid sixty (60) day period.

**SECTION 7:** Upon the collection of all benefits assessed and the payment of the damages ascertained, or the waiver of this provision by the parties interested, if applicable, the Alley shall be closed and the Mayor shall be empowered to execute the deed effecting the conveyance of the Alley to Jimmy C. O'Neal.

**SECTION 8:** This Ordinance shall take effect from the date of its passage.

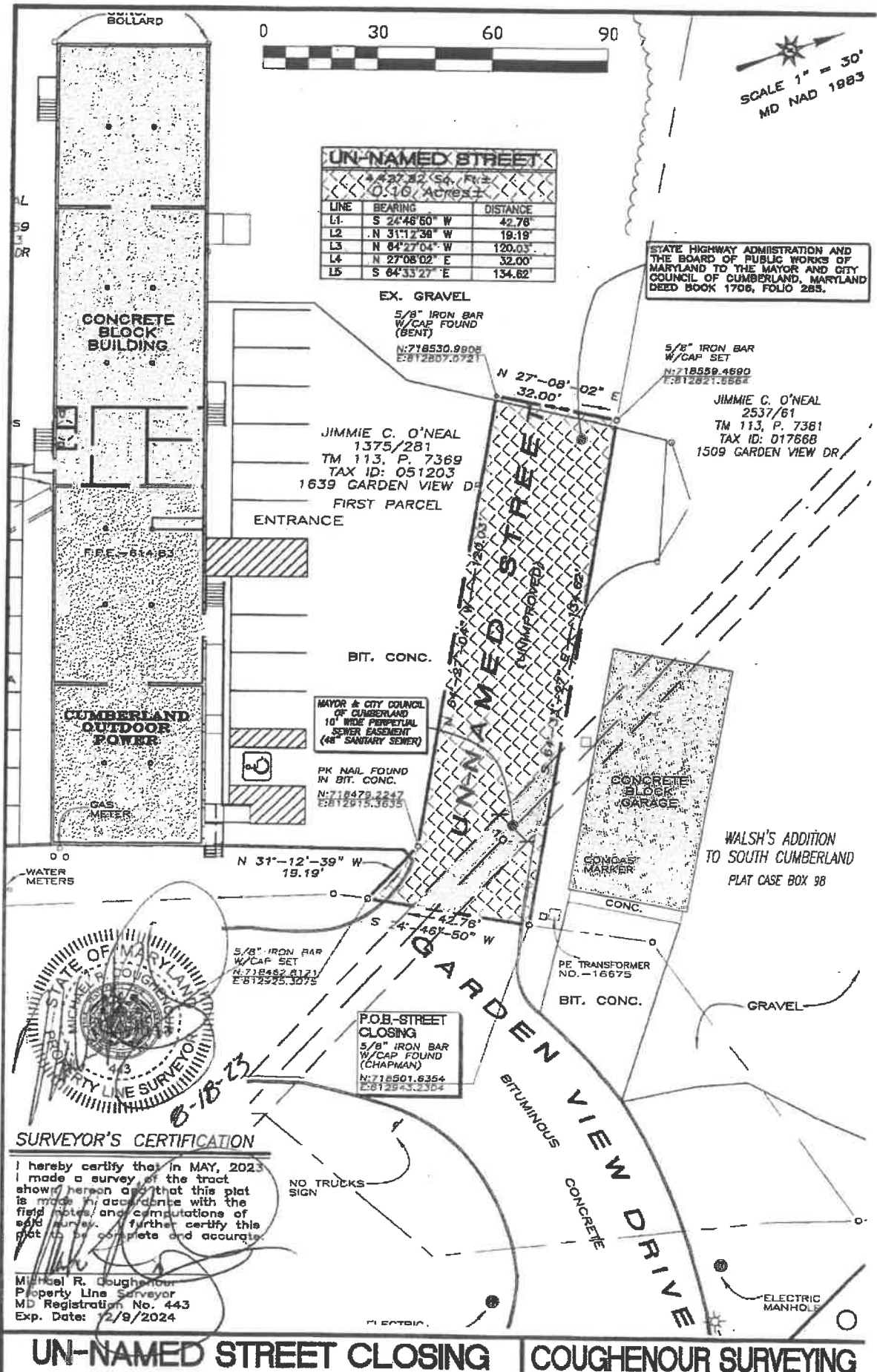
Passed the \_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

# EXHIBIT A



## **EXHIBIT B**

**ALL** that piece or parcel of land being all of an Un-named Street located at the intersection of Nature's Way and Garden View Drive found in Cumberland, Allegany County, Maryland

**BEGINNING** for the same at a 5/8 inch iron bar with cap found (Chapman) at the intersection of the Northerly limits of Natures Way and the Easterly limits of an Un-named Street; thence binding with the said Easterly limits of said Un-named Street

- 1) South 24 degrees 46 minutes 50 seconds West 42.76 feet to a 5/8 inch iron bar with cap set at the intersection of the Westerly limits of said Garden View Drive and the Southerly limits of said Un-named Street; thence binding with the said Southerly limits of said Un-named Street the next two bearings and distances
- 2) North 31 degrees 12 minutes 39 seconds West 19.19 feet to a pk nail found in bituminous concrete; thence
- 3) North 64 degrees 27 minutes 04 seconds West 120.03 feet to a 5/8 inch iron bar with cap found (bent) at the Southwesterly corner of said Un-named Street; thence binding with the Westerly limits of said Un-named Street
- 4) North 27 degrees 08 minutes 02 seconds East 32.00 feet to a 5/8 inch iron bar with cap set at the Northwesterly corner of said Un-named Street; thence binding with the Northerly limits of said Un-named Street
- 5) South 64 degrees 33 minutes 27 seconds East 134.62 feet to the point of beginning

Containing 4,427.82 square feet± or 0.10 acres± as surveyed by Coughenour Surveying November, 2022.

## **EXHIBIT C**

**SUBJECT, HOWEVER,** to an easement in favor of the City and public and private utilities, including, but not limited to, gas, electric and telephone service providers, for the full length and width of the right-of-way being closed, for any existing utility lines, for stormwater and surface drainage, and for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of any utility lines and stormwater management and sediment and erosion control devices and improvements.

**FURTHERMORE,** it is a condition of the conveyance effected by this deed that the Grantee(s), his/her/their/its successors, and assigns, or other(s) to whom this and the other portions of this right-of-way being closed shall be conveyed, shall be allowed to use the surface of the land hereby conveyed; however, he/she/they/it shall not be permitted to place or erect structures or enclosures thereon without the written consent of the City, which consent may be granted or denied for any reason or no reason at all. The Grantee's/Grantees' use of the land conveyed by this deed shall not interfere with the ingress, egress or other actions of the City and public and private utilities, as are necessary or expedient regarding the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the aforesaid utilities and appurtenances and improvements related thereto. Furthermore, no such structures or enclosures shall be located or constructed upon the land conveyed by this deed until plans therefor have been submitted to and approved by the City's Engineering Division. No work in the construction of such structures or enclosures or in the use of the surface shall injure or disturb the aforesaid utilities and appurtenances and improvements related thereto or in any way interfere with or adversely impact their operation or maintenance.

**FURTHERMORE,** the Grantee(s) shall not be permitted to grade the land conveyed under the terms of this deed and shall not be permitted to alter its surface, aside from filling potholes, except upon the written consent of the City, said consent not to be unreasonably withheld.

**FURTHERMORE,** if the Grantee(s) alter(s) the surface of the land hereby conveyed or its subsurface and the alterations result in the need to relocate public or private utilities' lines and/or other appurtenances and improvements related thereto, the Grantee(s) shall be liable for all costs thereof.

**FURTHERMORE,** the City, and public and private utilities, shall also have the right to enter upon the property hereby conveyed from time to time to remove, where necessary, such trees and other growths as may be required for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the aforesaid utility lines and stormwater management and sediment and erosion control devices and improvements related to the foregoing.

**IT IS UNDERSTOOD AND AGREED,** that the foregoing easements, covenants and restrictions shall be deemed to touch and concern the land, shall run with the land, shall inure to the benefit of the City and the other parties hereby benefited, and shall be binding upon the Grantee(s) and all future owners or possessors of all or any of the land hereby conveyed as well as their personal representatives, heirs, successors and assigns, and any and all persons and entities claiming through them.

**File Attachments for Item:**

2. Ordinance 3968 (*2nd and 3rd Readings*) - providing for the closure of a right of way by the name of Orlando Street in the City of Cumberland which runs between Wiley Street and Garden View Drive and is bounded on both sides by property owned by Jimmie C. O'Neal



## **ORDINANCE NO. 3968**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO PROVIDE FOR THE CLOSURE OF ORLANDO STREET, WHICH RUNS BETWEEN WILEY STREET AND GARDEN VIEW DRIVE AND IS BOUNDED ON BOTH SIDES BY PROPERTY OWNED BY JIMMIE C. O'NEAL (ACQUIRED BY DEED FROM NESOR I, INC. DATED MARCH 21, 2007 AND RECORDED IN THE ALLEGANY COUNTY LAND RECORDS IN BOOK 1375, PAGE 281), THE SAID ORLANDO STREET BEING LOCATED IN THE CITY OF CUMBERLAND, MARYLAND."

**WHEREAS**, the Mayor and City Council of Cumberland received a petition from Jimmie C. O'Neal, requesting the closure of Orlando Street.

**WHEREAS**, Orlando Street is shown on the plat attached hereto as **Exhibit A** and is more particularly described in the metes and bounds description attached hereto as **Exhibit B**.

**WHEREAS**, the City Clerk served a personal notice in writing upon each of the property owners to be affected by the passage of the proposed Ordinance more than ten (10) days before its passage. Since Jimmie C. O'Neal is the only individual who owns property abutting Orlando Street, he is the only individual who was provided with this notice.

**WHEREAS**, in the opinion of the Mayor and City Council of Cumberland, the public welfare and convenience require that Orlando Street be closed.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND AS FOLLOWS:**

**SECTION 1:** Orland Street, shown on the plat attached as **Exhibit A** and more particularly described in the metes and bounds description attached hereto as **Exhibit B**, is closed. Orlando Street shall be conveyed from the City to Jimmie C. O'Neal as provided for hereinafter. This conveyance is subject to the easements, reservations and restrictions set forth in the **Exhibit C** attached hereto, which easements, reservations and restrictions shall be incorporated into the deed effecting the conveyance described in this Section.

**SECTION 2:** The Mayor and City Council of Cumberland shall ascertain whether any and what amount in value of damage shall be caused by the aforesaid closure for which the owners or possessors of any property located along Orlando Street, or portions thereof, should be compensated, and shall assess and levy generally on the property of the persons benefitted by the closure of the street the whole or any part of the expense which shall be incurred in closing the same.

**SECTION 4:** The City Administrator or his designee shall submit a report to the City Clerk setting forth his findings regarding what amount of damages, if any, shall have

been caused by the aforesaid closure of the portion of the road/alley described herein, and the names of the owners or possessors of such property along which said streets now pass, and the amount of damages for which they shall be compensated or benefits for which they shall be assessed, and whether said damages arising from the closure shall be assessed generally on the whole assessable property within the City of Cumberland or specially on the property of the person benefitted by the closure; and, in the event of any of said damages being assessed and levied in whole or in part on any property of the persons benefitted, the names of the owners of the property specially benefitted, with a description of said property by reference to the Land Records of Allegany County, and the amount so levied and assessed. The Mayor and City Council shall consider the matter of the City Administrator's report and shall make determinations regarding the subject matter of the report at a meeting held no sooner than fifteen (15) days after the date of the passage of this Ordinance.

**SECTION 5:** Any person feeling aggrieved or injured by the decision of said Mayor and City Council of Cumberland regarding the subject matter of the City Administrator's report shall have the right of an appeal to the Circuit Court at a trial by jury, as provided in Section 128 of the Charter of the City of Cumberland (1991 Edition), upon filing a written notice of appeal with the City Clerk within thirty (30) days after the Mayor and City Council of Cumberland shall have made their return.

**SECTION 6:** The benefits assessed by said Mayor and City Council of Cumberland shall be liens upon the property of the persons benefitted to the extent of such assessment, and shall be payable within sixty (60) days after the date of the meeting at which the Mayor and City Council of Cumberland makes its determinations regarding the subject matter set forth in the City Administrator's report, and the collection of the same shall be enforced by *scire facias* in the same manner as paving liens are collected by the Mayor and City Council; and a written record of the said Mayor and City Council's determinations shall be filed for record and reported in the Mechanics' Lien Record in the Clerk's Office in the Circuit Court for Allegany County, and the assessment therein shall be liens upon the properties respectively assessed from the time of such recording, such recording to be effected no sooner than the expiration of the aforesaid sixty (60) day period.

**SECTION 7:** Upon the collection of all benefits assessed and the payment of the damages ascertained, or the waiver of this provision by the parties interested, if applicable, Orlando Street shall be closed and the Mayor shall be empowered to execute the deed effecting the conveyance of Orlando Street to Jimmy C. O'Neal.

**SECTION 8:** This Ordinance shall take effect from the date of its passage.

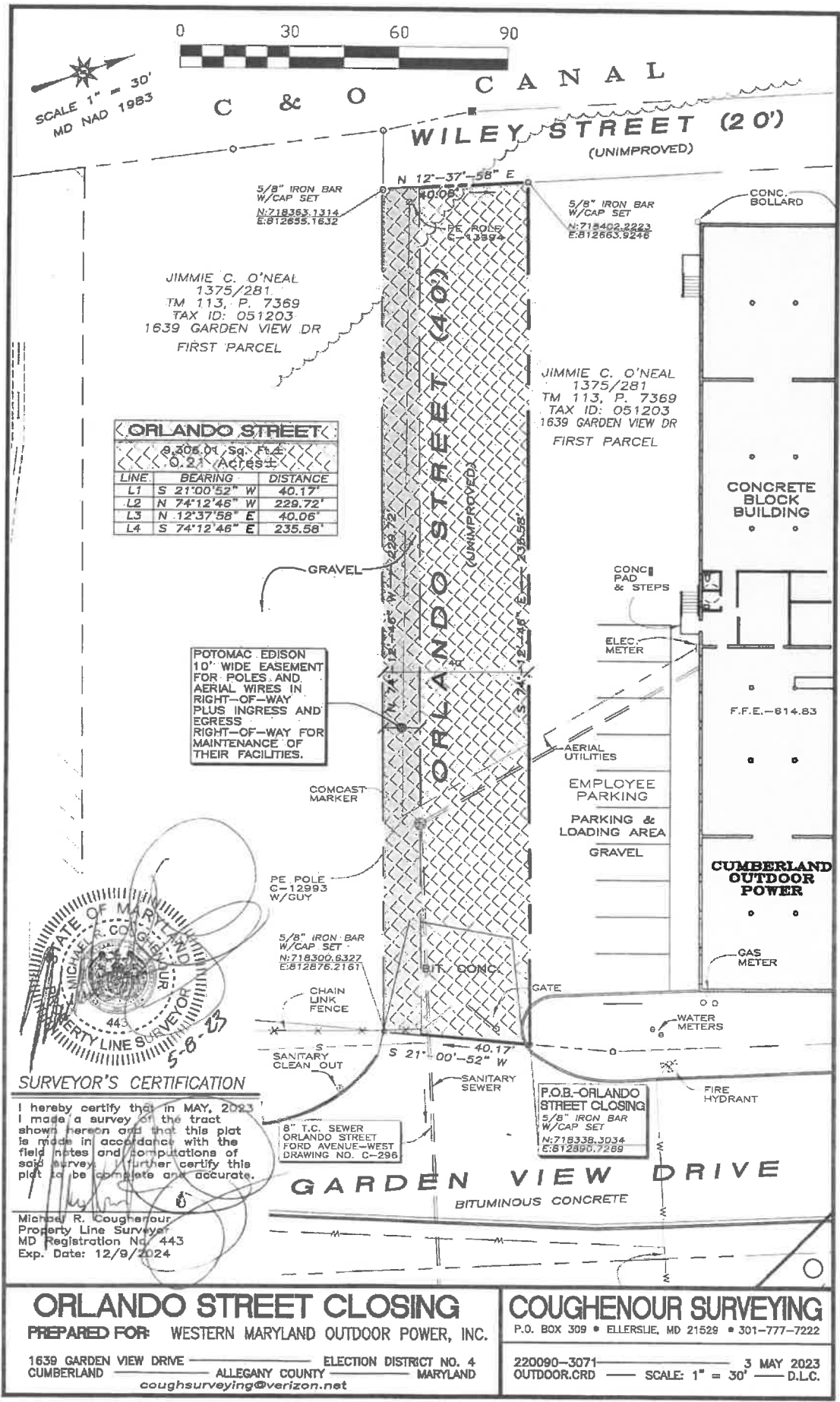
Passed the \_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

EXHIBIT A



## **EXHIBIT B**

**ALL** that piece or parcel of land being all of Orlando Street (40 feet) found between Garden View Drive and Wiley Street (20 feet) in Cumberland, Allegany County, Maryland

**BEGINNING** for the same at a 5/8 inch iron bar with cap set at the intersection of the Westerly limits of said Garden View Drive and the Northerly limits of said Orlando Street; thence binding with Garden View Drive

- 1) South 21 degrees 00 minutes 52 seconds West 40.17 feet to a 5/8 inch iron bar with cap set at the intersection of the Westerly limits of said Garden View Drive and the Southerly limits of said Orlando Street; thence binding with the said Southerly limits of Orlando Street
- 2) North 74 degrees 12 minutes 46 seconds West 229.72 feet to a 5/8 inch iron bar with cap set at the intersection of the said Southerly limits of Orlando Street and the Easterly limits of said Wiley Street; thence binding with the said Easterly limits of Wiley Street
- 3) North 12 degrees 37 minutes 58 seconds East 40.06 feet to a 5/8 inch iron bar with cap set at the intersection of the Northerly limits of said Orlando Street and the said Easterly limits of Wiley Street; thence binding with the said Northerly limits of Orlando Street
- 4) South 74 degrees 12 minutes 46 seconds East 235.58 feet to the point of beginning

Containing 9,306.01 square feet± or 0.21 acres± as surveyed by Coughenour Surveying November, 2022.

## **EXHIBIT C**

**SUBJECT, HOWEVER,** to an easement in favor of the City and public and private utilities, including, but not limited to, gas, electric and telephone service providers, for the full length and width of the right-of-way being closed, for any existing utility lines, for stormwater and surface drainage, and for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of any utility lines and stormwater management and sediment and erosion control devices and improvements.

**FURTHERMORE,** the Grantee shall assume ownership of the sanitary sewer line that runs through the property hereby conveyed. He shall be responsible for its repair, maintenance, operation, relocation, replacement, removal, and all other responsibilities of ownership. The City shall have no responsibilities in regard to the foregoing. In all respects, the said sanitary sewer line shall be deemed to be a private sewer.

**FURTHERMORE,** it is a condition of the conveyance effected by this deed that the Grantee(s), his/her/their/its personal representatives, heirs, successors, and assigns, or other(s) to whom this and the other portions of this right-of-way being closed shall be conveyed, shall be allowed to use the surface of the land hereby conveyed; however, he/she/they/it shall not be permitted to place or erect structures or enclosures thereon without the written consent of the City, which consent may be granted or denied for any reason or no reason at all. The Grantee's/Grantees' use of the land conveyed by this deed shall not interfere with the ingress, egress or other actions of the City and public and private utilities, as are necessary or expedient regarding the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the aforesaid utilities and appurtenances and improvements related thereto. Furthermore, no such structures or enclosures shall be located or constructed upon the land conveyed by this deed until plans therefor have been submitted to and approved by the City's Engineering Division. No work in the construction of such structures or enclosures or in the use of the surface shall injure or disturb the aforesaid utilities and appurtenances and improvements related thereto or in any way interfere with or adversely impact their operation or maintenance.

**FURTHERMORE,** the Grantee(s) shall not be permitted to grade the land conveyed under the terms of this deed and shall not be permitted to alter its surface, aside from filling potholes, except upon the written consent of the City, said consent not to be unreasonably withheld.

**FURTHERMORE,** if the Grantee(s) alter(s) the surface of the land hereby conveyed or its subsurface and the alterations result in the need to relocate public or private utilities' lines and/or other appurtenances and improvements related thereto, the Grantee(s) shall be liable for all costs thereof.

**FURTHERMORE,** the City, and public and private utilities, shall also have the right to enter upon the property hereby conveyed from time to time to remove, where necessary, such trees and other growths as may be required for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the aforesaid utility lines and stormwater management and sediment and erosion control devices and improvements related to the foregoing.

**IT IS UNDERSTOOD AND AGREED,** that the foregoing easements, covenants and restrictions shall be deemed to touch and concern the land, shall run with the land, shall inure to the benefit of the City and the other parties hereby benefited, and shall be binding

upon the Grantee(s) and all future owners or possessors of all or any of the land hereby conveyed as well as their personal representatives, heirs, successors and assigns, and any and all persons and entities claiming through them.

**File Attachments for Item:**

3. Ordinance 3969 (*2nd and 3rd Readings*) - to enact Section 22-12 of the Cumberland City Code pertaining to the prohibition of habitation in vehicles parked on public property and to amend Section 13-48(a) of the said code for the purpose of authorizing the towing of vehicles parked on public property for more than 24 hours after having been cited



## **ORDINANCE NO. 3969**

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO ENACT SECTION 22-12 OF THE CUMBERLAND CITY CODE PERTAINING TO THE PROHIBITION OF HABITATION IN VEHICLES PARKED ON PUBLIC PROPERTY AND TO AMEND SECTION 13-48(a) OF THE SAID CODE FOR THE PURPOSE OF AUTHORIZING THE TOWING OF VEHICLES PARKED ON PUBLIC PROPERTY FOR MORE THAN TWENTY-FOUR (24) HOURS AFTER HAVING BEEN CITED FOR A VIOLATION OF SECTION 22-12."

WHEREAS, the City maintains parking lots, garages, and off-street parking for the purpose of providing parking for the public at large. It owns other properties which are open for the use of the public at large.

WHEREAS, such parking places and other City-owned public property are not intended to be used as places of residence.

WHEREAS, the use of public parking for habitation purposes reduces the number of spaces available for the use of the public at large. It also deters the public from parking at such places.

WHEREAS, the use of public parking and other public property for habitation purposes deters the public from using such locations for their intended purposes.

WHEREAS, other than recreational vehicles, vehicles are not designed to be used as places of habitation.

WHEREAS, the City has a camping ordinance (*see* Article IV of Chapter 15 of the City Code) that allows for camping in the City of Cumberland and prohibits camping in violation of its terms. The purpose of this Ordinance is to bar the use of vehicles for habitation purposes on all public property unless such habitation is permitted under the terms of the aforesaid camping ordinance.

WHEREAS, other than at permitted camping sites, there are no toilets or other sanitary facilities available and intended for the use of people living in their vehicles.

WHEREAS, the use of vehicles for habitation purposes can be a draw for vermin. Such use otherwise presents a public health hazard and is contrary to the public health, safety, and

welfare.

WHEREAS, the City has made a concerted effort to promote tourism and draw tourists to the area. Tourists generally use public parking, on-street and off-street, and their visits also involve sightseeing. Allowing habitation in vehicles at these locations detracts from the City's efforts to welcome them to the area.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that Section 22-12 of the City Code is hereby enacted. Its text is set forth in the Exhibit A attached hereto.

SECTION 2: AND BE IT FURTHER ORDAINED, that Section 13-48(a) of the City Code is amended to add a subsection (5) to its terms to read as follows:

. . . .

- (5) Cited for a violation of section 22-12(b) of the code which is not removed within twenty-four (24) hours after the issuance of the citation.

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

Passed this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

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Raymond M. Morriss, Mayor

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Allison Layton, City Clerk

## **EXHIBIT A**

### **Sec. 22-12. - Habitation in vehicles parked on public property.**

(a) *Definitions.* For purposes of this section, the following definitions shall apply:

“*Camper*” means a structure designed to be mounted to a motor vehicle and to provide facilities for human habitation or camping purposes.

“*House car*” means a motor vehicle originally designed or permanently or temporarily altered and equipped for human habitation, or to which a camper has been permanently or temporarily attached.

“*Human habitation*” means the use of a vehicle for a temporary or permanent residence.

“*Evidence of human habitation*” means evidence a vehicle is being used for human habitation, including activities such as sleeping, food preparation, storage of personal belongings and clothing, and/or any other activity where it reasonably appears, in light of all the circumstances, that a person or persons is using a vehicle as a temporary or permanent residence. The use of a vehicle for six (6) or more consecutive hours for eating, resting, recreating, and/or sleeping shall constitute human habitation for purposes of this section.

“*Recreational vehicle*” means a motor home, travel trailer, travel coach, truck camper, camping trailer, and any other vehicle that is designed for overnight recreational use or human habitation.

“*Vehicle*” means a motor vehicle, camper, house car, recreational vehicle, or similar item, without regard to whether it is operable or registered.

(b) *Prohibited acts.* Except as may be permitted under sections 15-72 and 15-73 of the code, it shall be unlawful for any person to use, occupy, or permit the use or occupancy of any vehicle for human habitation on any public property, including, but not limited to, streets, alleys, other public rights-of-way, and city-owned parking lots and garages.

(c) *Towing and impoundment.* Vehicles remaining on public property for more than twenty-four (24) hours after the issuance of a citation under this section may be towed and impounded as provided for in sections 13-48 and 13-49 of this code.

(d) *Penalties.*

- (1) Any person who violates this section is guilty of an infraction and, for a first offense, shall be subject to a fine of two hundred fifty dollars (\$250.00). Except as otherwise provided in subsection (2), the fine shall be five hundred dollars (\$500.00) for a second offense.
- (2) *Subsequent offense within 24 hours.* Except as provided in subsection (3) any person who violates this section and is cited for such violation, and who within (24) hours after receiving such citation again violates this section, is guilty of a misdemeanor and shall be punished by a fine not exceeding one thousand dollars (\$1,000.00), by imprisonment for a term not exceeding ninety (90) days, or by both such fine and imprisonment.
- (3) *Third offense.* Any person who violates this section after having been convicted for a violation of this section on at least two (2) prior occasions within the five (5) year period preceding the most recent conviction shall be guilty of a misdemeanor and shall be punished by a fine not exceeding one thousand dollars (\$1,000.00), by imprisonment for a term not exceeding ninety (90) days, or by both such fine and imprisonment.

**File Attachments for Item:**

. Order 27,351 - accepting the proposal from North East Technical Sales for the purchase and installation of a phosphate analyzer for the Water Reclamation Facility in the not to exceed amount of \$27,211

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

**ORDER NO. 27,351**

**DATE: November 7, 2023**

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

**THAT**, the proposal from North East Technical Sales, 171 Ruth Road, Harleysville, PA, 19438, to purchase and install a phosphate analyzer for the Water Reclamation Facility in the not to exceed amount of Twenty Seven Thousand Two Hundred Eleven Dollars and No Cents (\$27,211.00), be and is hereby approved.

---

**Raymond M. Morriss, Mayor**

Budget:  
003.310.64000

Vendor	Amount
North East Technical Sales	\$27,211.00
Endress + Hauser	\$53,979.41
ChemScan	\$48,000.00

# Council Agenda Summary

Meeting Date: 11/7/2023

Key Staff Contact: Robert Smith

## **Item Title:**

Sole Source Purchase of Phosphate Analyzer

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

*I'm requesting permission to purchase and install a phosphate analyzer for the WRF which would be tied to a chemical pump that injects phosphorus into the effluent as it enters the Plant. We have received 3 quotes for this equipment which are attached. There are only three companies that have the technology for performing this with wastewater.*

*The lowest quote for the equipment was from YSI. The cost is \$27,211 and would include additional support from the plant integrator to tie the equipment into the SCADA system. The analyzer would automatically adjust the amount of Delpac injected into the effluent which will optimize chemical usage, whereas now we have to adjust the Delpac manually.*

**Amount of Award:** \$27,211.00

**Budget number:** 003.310.64000

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

## Quotation



# Endress+Hauser



People for Process Automation

Aden Grove  
CITY OF CUMBERLAND  
400 E OFFUTT ST EXTENDED  
CUMBERLAND MD 21502

Number 2061106323

Dated 09/01/23

Valid to 10/01/23

Customer No. 46101204

External Sales Eastern Controls, Inc. -  
Steve Walker

[steve.walker@easterncontrols.com](mailto:steve.walker@easterncontrols.com)

Inside Sales Eastern Controls, Inc. -  
Sales

Telephone 610-325-4600

[sales@easterncontrols.com](mailto:sales@easterncontrols.com)

Your Reference Phosphate Analyzer for Headworks  
Dated 09/01/23

Issue PO to:  
Endress+Hauser c/o Eastern Controls, Inc.  
2350 Endress Place  
Greenwood, IN 46143

With My Endress+Hauser, view and order this quote! Easy, fast,  
convenient!

Order and track  
online

### Summary

Item	Qty	Product	Delivery time	Net value (USD)
10	1 PC	Liquiline System CA80PH <u>CA80PH-8514/0</u> (CA80PH-AAE21A413+N1T4)	46 wrk.day(s)	<b>30,720.31</b>
				Unit price 30,720.31
20	1 PC	Liquiline System CAT860 <u>CAT860-2M55/0</u> (CAT860-AAE12C3A311TA+NA) <i>Made for Raw Sewage.</i>	26 wrk.day(s)	<b>18,503.29</b>
				Unit price 18,503.29

Endress+Hauser Inc.  
Toll Free - 888-ENDRESS  
FAX - 317-535-8498  
[www.us.endress.com](http://www.us.endress.com)

Regional Centers:  
East - Chalfont, PA 18914  
Gulfcoast - Pearland, TX 77047  
Midwest - Greenwood, IN 46143  
West - Pearland, TX 77047

Remit To:  
ENDRESS+HAUSER -DEPT 78795  
P.O. Box 78000  
DETROIT, MI 48278-0795



Item	Qty	Product	Delivery time	Net value (USD)
30	1 PC	Reagent / Standard solution CY80PH CY80PH-11L5/0 (CY80PH-E1+SA)	9 wrk.day(s)	<b>309.25</b>
				Unit price 309.25
40	1 PC	Cleaner CY800 CY800-1035/0 (CY800-EE11)	6 wrk.day(s)	<b>89.60</b>
				Unit price 89.60
50	1 PC	CAV800 Maintenance kit Liquisystem CA8x CAV800-10W1/0 (CAV800-EA11)	7 wrk.day(s)	<b>825.60</b>
				Unit price 825.60
60	1 PC	cleaner CY820 CY820-1056/0 (CY820-1+TB)	9 wrk.day(s)	<b>270.43</b>
				Unit price 270.43
70	1 PC	Warranty Start-Up XD21US-1353/0 (XD21US-BB)	to be agreed	<b>2,395.00</b>
				Unit price 2,395.00
<b>Total prices</b>				<b>53,113.48</b>
<b>Logistic Service</b>				<b>865.93</b>
<b>Net value</b>				<b>53,979.41</b>
<b>Sales Tax Total</b>				<b>0.00</b>
<b>Total including tax (USD)</b>				<b>53,979.41</b>

## Quotation Submission

Company: Cumberland WWTP  
Address: 400 East Offutt Street Ext.  
Cumberland, MD 21502

ATTN: Eddie Martin 301-876-0599

[eddie.martin@cumberlandmd.gov](mailto:eddie.martin@cumberlandmd.gov)

**North East Technical Sales**  
171 Ruth Road  
Harleysville, PA 19438  
**Jim Hampson**

Phone: (215) 513-1000  
Email: [jhampson@netechsales.com](mailto:jhampson@netechsales.com)

Project Name:

YSI, a Xylem brand, is pleased to offer the following quotation as per your request

Date : August 22, 2023  
QUOTE # JSH-12642

Part Number	Model	Description	Revision:		
			Each	Qty	EXTENDED
825511Y	Alyza IQ PO4-111	PO4 analyzer, 1-channel, Measuring Range 1 (0.02 to 15 mg/L PO4-P), Yellow method, connects to IQ SensorNet 2020 and 282/284 controllers, provides 10 W to the IQ SensorNet. Includes 2 m SNCIQ networked cable. Reagents, filter, mounting, controller and accessories need to be ordered separately.	\$19,938.00	1	\$19,938.00
827520Y	R-PO4/1-1A	Reagent 1A for Measurement Range 1 PO4 (0.02 to 15.00 mg/L PO4-P) Alyza IQ	\$96.00	2	\$192.00
827555Y	SC-Set PO4/1-1_0/1	Set consisting of cleaning solution and standard solutions 0.0/1.0 mg/l PO4-P for analyzer Alyza IQ	\$251.00	2	\$502.00
821939Y	FM/PC	FM/PC, rectangle filter membrane module with premounted membrane, Alyza PO4	\$1,564	1	\$1,564.00
821986Y	M 1.5	M 1.5, filter mount, P 700 and Alyza IQ, includes: Rail 1.5 m (4.9 ft), chain, bracket	\$1,343	1	\$1,343.00
822212Y	SH 120-10	Suction tube with slide, heated, 10 m (33 ft) Alyza IQ, 120 VAC	\$2,496	1	\$2,496.00
822240Y	RH 120-2	Sample return line, heated, 120 VAC, 2 m (6.5 ft), Alyza IQ	\$386	1	\$386.00
821989Y	WM	WM, wall mount, Alyza IQ or P700	\$240	1	\$240.00
827000Y	MPV-1	MultiPort mixing valve, Alyza IQ	\$550	1	\$550.00
			Total		\$27,211.00

Please make any order out to: North East Technical Sales  
171 Ruth Road  
Harleysville, PA 19438 fax: 215-513-2155

Please email or fax purchase orders to North East Technical Sales, Inc. for processing:  
Email: [benyon@netechsales.com](mailto:benyon@netechsales.com); Fax: 215-513-2155.

**Please note the following:**

- 1) This quotation is limited to supplying the equipment described above. It does not include power or current output cable, supports, or other materials except that which are specifically listed above.
- 2) YSI IQ SensorNet Equipment: Controllers have a 3 year warranty, sensors have a two year warranty.  
DO consumables have a 2 year warranty.
- 3) Integrated lightning protection included on all YSI IQ SensorNet products when instruments & sensors are wired with approved IQ Cable model SNCIQ.

TERMS: Net 30 Days  
FOB: Yellow Springs, OH  
Shipment: 3-5 weeks, aro

Freight: Prepaid and added  
Terms: Net, 30 days

Thank you for your interest in Xylem/YSI.

Best Regards:

*Jim Hampson*  
Jim Hampson



Vince Mckenzie &lt;vince.mckenzie@cumberlandmd.gov&gt;

**Fwd: Budgetary quote - oP analyzer for plant influent**

1 message

**Aaron Grove** <aaron.grove@cumberlandmd.gov>

Wed, Sep 6, 2023 at 3:51 PM

To: Eddie Martin &lt;eddie.martin@cumberlandmd.gov&gt;, Vince Mckenzie &lt;vince.mckenzie@cumberlandmd.gov&gt;

Aaron Grove

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

From: **Sean Quinn** <sean@chemscan.com>

Date: Wed, Sep 6, 2023 at 3:44 PM

Subject: Budgetary quote - oP analyzer for plant influent

To: aaron.grove@cumberlandmd.gov &lt;aaron.grove@cumberlandmd.gov&gt;, Bill Kramer &lt;b.kramer@ketllc.com&gt;

Hi Aaron,

Thanks for your time this morning. Hopefully, we have a better cell signal next time we talk, sorry about that. I've copied Bill Kramer at Kershner Environmental, who is your local rep in MD.

I decided to send this quote out as an email for now, because there are a few key pieces of information I'll need to ensure we have this configured correctly. Here is the overview of the major equipment we would specify for this:

- UV 2250 Analyzer, 1 sample line, oP range 0.1-10 mg/L
- Filter wand sampling accessory
- Start-up reagent
- Service team start-up and training
- Shipping
- **TOTAL: ~\$48,000.00**
  - I've tried to be a bit conservative on this until we can finalize a quote, but this should be a good budgetary number to use for an indoor installation.

I briefly mentioned that I have recently had a couple of similar applications for raw influent orthophosphate – one in PA and the other in Ontario. I've found it best to come onsite to have a look at the planned installation location because of how much it has varied and some of the details involved. I could make it down there late next week or early the following week. Right now, I could potentially come by any of the following days:

- Wednesday the 13<sup>th</sup>
- Thursday the 14<sup>th</sup>
- Monday the 18<sup>th</sup>
- Tuesday the 19<sup>th</sup>

We could also push it out to October after WEFTEC, if that would work better. Could you and Bill please let me know if any of those days works for a visit?

Best,

**File Attachments for Item:**

. Order 27,352 - accepting the State bid from Hertrich Fleet Services Inc. for two (2) road ready 2023 RAM Special Service Vehicle (SSV) Crew Cab 4 x 4 vehicles at a total cost of \$79,678

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

**ORDER NO. 27,352**

**DATE: November 7, 2023**

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

**THAT**, the State Bid proposal from Hertrich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963 to supply two (2) road-ready 2023 RAM SSV Crew Cab 4X4 vehicles at the total amount not-to-exceed Seventy Nine Thousand Six Hundred Seventy Eight and No Cents (\$79,678.00) is hereby accepted; and

**BE IT FURTHER ORDERED**, that pricing was obtained through the Statewide bid process in accordance with City Code Section 2-171 (c).

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**Raymond M. Morriss, Mayor**

Budget: 001.040.64000

# Council Agenda Summary

Meeting Date: November 7, 2023

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

***Item Title:*** FY24 Hertrich Fleet Services Quote for 2023 RAM SSV Crew Cab

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

Request to accept the State bid from Hertrich Fleet Services Inc. for two (2) road ready 2023 RAM SSV Crew Cab 4 x 4 vehicles at a total cost of \$79,678.00.

***Amount of Award:***

***Budget number:*** 001.040.64000

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

# HERTRICH FLEET SERVICES, INC.

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep  
Lincoln - Mercury - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

## CITY OF CUMBERLAND

### MARYLAND STATEWIDE CONTRACT 2023 POLICE – BPO# 001B2600312

#### TYPE 4-6-P: 2023 RAM SSV CREW CAB 4X4

Includes Standard Equipment - Front Bench Seats, 5.7L V8 Hemi Engine, Power Windows/Locks,  
Vinyl Floor/Vinyl Rear Seat, Bluetooth, Rear Camera, Daytime Running Lights

✓	Code	Description	Amount
	DS6T98	2023 Ram SSV Crew Cab 4x4	\$ 37,364
	ADB	Protection Group – Front Tow Hooks, Skid Plates	\$ 395
	DSA	Anti-Spin Differential	\$ 495
	AED	Chrome Appearance Group – Bumpers, Grille, Aluminum Wheels	\$ 695
	GFA	Rear Defroster	\$ 195
	XHC	Trailer Brake Control	\$ 295
	TTB	All Terrain Tires	\$ 250
	Interior	Jet Black Premium Cloth	
			\$ 100
	Colors	Diamond Black - 1	
		Granite - 1	\$ 200
		Total for 1 Black Vehicle	\$ 39,789
		Total for 1 Granite Vehicle	\$ 39,889
		Total for 2 Vehicles	\$ 79,678

Please contact us with any questions or to place an order.

Susan Hickey - [shickey@hertrichfleet.com](mailto:shickey@hertrichfleet.com) - or call 800-698-9825

**File Attachments for Item:**

. Order 27,353 - rescinding Order No. 27,271, passed July 18, 2023, authorizing the purchase of four (4) 2024 Police Interceptor Utility Vehicles from Hertrich Fleet Services Inc. due to supply issues and accepting the bid from Laurel Auto Group Inc. for four (4) 2023 Ford Interceptor SUV vehicles at a total cost of \$168,000



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

ORDER NO. 27,353

DATE: November 7, 2023

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

**THAT**, Order No. 27,271 approved on July 18, 2023 authorizing the purchase of four (4) 2024 Police Interceptor Utility Vehicles from Hertrich Fleet Services be and is hereby rescinded due to supply chain issues; and

**BE IT FURTHER ORDERED THAT**, the proposal from Laurel Auto Group, Inc., 136 Ford Drive, Windber, PA, 15963 to supply four (4) road-ready 2023 Ford Interceptor SUV vehicles in a total amount not to exceed One Hundred Sixty Eight Thousand Dollars and No Cents (\$168,000.00) is hereby accepted.

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**Raymond M. Morriss, Mayor**

Budget: 001.040.64000

# Council Agenda Summary

Meeting Date: November 7, 2023

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

***Item Title:*** FY24 Laurel Auto Group Inc. Quote for 4 2023 Ford Police Interceptors

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

Request to accept the bid from Laurel Auto Group Inc. for four (4) 2023 Ford Interceptor SUV vehicles at a total cost of \$168,000.

***Amount of Award:***

***Budget number:*** 001.040.64000

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

# Council Agenda Summary

Meeting Date: November 7, 2023

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

**Item Title:** Rescind Order No. 27,271

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

Request to rescind Order No. 27,271, passed July 18, 2023, authorizing the purchase of four (4) 2024 Police Interceptor Utility Vehicles from Hertrich Fleet Services Inc.

***Amount of Award:***

***Budget number:***

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



**Laurel Auto Group Inc**  
136 Ford Drive  
Windber, Pa 15963  
Chuck Jefferson  
(412) 558-0448  
Cjefferson@laurelautogroup.com  
**Government Account Manager**

Ref: City of Cumberland MD

10/25/2023

2023 Ford Interceptor SUV 4 Door AWD Police  
119.09" Wheelbase  
BLACK Exterior Color  
Cloth Buckets / Vynal Rear  
Black Interior  
Equip Group 500A:  
3.3 L V-6 TIVCT (NON-HYBRID)  
10 Speed Automatic Transmission  
50 state Emissions  
Cruise Control  
SYNC SYSTEM  
Cargo Dome Light  
Global Lock/Unlock  
Courtesy Lamp Disabled  
LED Driver Spot Lamp  
Power Mirror/Heated  
Keyed Alike 1284X  
Grill wiring  
Rear Dr Lock Inop  
Rear Taillight Housing  
RR View Cam in Mirror  
Flex fuel  
Class III Trailer tow package

VEHICLE ALREADY ON GROUND  
\*No Tax w/ Tax Exempt Cert.  
\*Ford K or Q FIN Code Required  
\*Payment Due @ Receipt of Vehicle  
\* No charger for MG plate In PA

**Vehicle Price @** **42,000.00**

*****OPTION*****		
2 KEYLESS ENTRY FOBS	ADD	200

Signature:

Date

**Acquisition Notice: No vehicle shall be aquired, shipped or altered prior to sign off plus payment.**

**File Attachments for Item:**

. Order 27,354 - declaring vehicles and equipment to be surplus and authorizing them for sale, trade in or scrap

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

ORDER NO. 27,354

DATE: November 7, 2023

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

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

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

<i>Unit</i>	<i>Department</i>	<i>Vehicle</i>	<i>VIN / Serial No.</i>
36	Police	2001 Chevrolet Cargo Van	1GCHG39R611156119
ENG-1	Fire	2003 Sutphen Rescue Pumper	1S9A1BLD031003059
244	Street	2004 Multiquip Roller R2000H	
Cadet 1	Parks & Rec	2014 Cub Cadet LZ Commercial	

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**Raymond M. Morriss, Mayor**

# Council Agenda Summary

Meeting Date: November 7, 2023

Key Staff Contact: Lt. Eric Bonner

**Item Title:** Surplus 2001 Chevrolet Van

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

*Recommendation to declare Cumberland Police Department Unit #36 (2001 Chevrolet Van, Vin# 1GCHG39R611156119) surplus for sale or scrap.*

**Amount of Award:**

**Budget number:**

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



Allison Layton &lt;allison.layton@cumberlandmd.gov&gt;

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**Surplus Equipment**

1 message

**Brian Broadwater** <brian.broadwater@cumberlandmd.gov>

Mon, Oct 30, 2023 at 2:48 PM

To: Allison Layton &lt;allison.layton@cumberlandmd.gov&gt;

Allison could you please declare the 2004 Multipquip Roller and the 2014 Cub Cadet as surplus?

244	Street	2004 MULTIQUIP ROLLER R2000H
Cadet 1	P&R	2014 CUB CADET LZ COMMERCIAL

Please let me know if you have any questions.

Thanks,

Brian

--

**David Brian Broadwater Jr*****Fleet Manager***

City of Cumberland, MD

W: (301) 759-6627 | C: (240) 920-2079

215 Bowen St. | Cumberland, MD 21502

**Cumberland**  
*Maryland*



**File Attachments for Item:**

. Order 27,355 - executing a Donation Agreement between the Mayor and City Council of Cumberland and Joseph L. Bates and Karen Bates for the donation of a parcel of real property to the City at 252 Elder Street (Tax ID No. 04-003888)

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

ORDER NO. 27,355

DATE: November 7, 2023

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

**THAT** the Mayor be and is hereby authorized to execute a Donation Agreement by and between the Mayor and City Council of Cumberland the ("City") and Joseph L. Bates and Karen S. Bates ("Sellers") for the Sellers' donation of the parcel of real property and the improvements thereon, if any, to the City which are described as follows:

252 Elder Street  
Tax ID No. 04-003888  
Land Records Deed Liber 577, folio 798

**BE IT FURTHER ORDERED**, that the City shall accept the deed effecting the transfer of said property, provided the City Administrator or City Solicitor determine that the contingencies in the Donation Agreement have been met; and

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

---

**Raymond M. Morriss, Mayor**

CITY

## DONATION AGREEMENT

**THIS DONATION AGREEMENT** ("Agreement"), is made by and between **Joseph L. Bates and Karen S. Bates** ("Donors") and **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date."

### RECITALS

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

252 Elder Street, Cumberland, MD 21502 - Tax ID No. 04-003888;  
described in the deed recorded in Land Records of Allegany County,  
Maryland in Book 577, Page 798.

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

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

### WITNESSETH:

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

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

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

3. **Estate/Condition.** The Property shall be conveyed to the City in fee simple and in "AS IS" condition. Donors shall convey the Property to the City by means of a deed containing covenants of special warranty and further assurances. Said deed shall be delivered to the City at closing.

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

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

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

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

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

5. **Appraisal.** Donors have the right to have the Property appraised for purposes of claiming a tax deduction for the noncash charitable contribution of the Property to the City. The appraisal(s) shall be performed prior to closing or the date of the City's acceptance of the deed(s) for the Property. Upon delivery of the deed(s) for the Property and the City's acceptance of the same, Donors shall provide the City with the appropriate tax documents relative to its eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgement

required under 21 U.S.C. § 170(f)(8)<sup>11</sup>. Upon the City's acceptance of the deed(s) and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Property in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, Donors shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to Donors with respect to such matters.

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

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

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

9. **Representations and Warranties.** As of the date of the closing contemplated hereby and as to the period of time during which Donors held title to the Property, Donors warrant that the Property (including land, surface water, ground water, and improvements) has, by acts or omission or commission, not been subjected to contamination, including (i) any hazardous waste, underground storage tanks, petroleum, regulated substances or used oil as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any oil, petroleum products and their byproducts as defined by the Maryland Natural Resources Code, § 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iv) any hazardous substance as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended or by any regulations promulgated thereunder; (v) any substance the presence of which on, in or under the Property, is prohibited by any law similar to those set forth above; and (vi) any other substance which

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

- (i) The amount of cash and a description (but not value) of any property other than cash contributed.
- (ii) Whether the donee organization provided any goods or services in consideration, in whole or in part, for any property described in clause (i).
- (iii) A description and good faith estimate of the value of any goods or services referred to in clause (ii) or, if such goods or services consist solely of intangible religious benefits, a statement to that effect.

by law, regulation, or ordinance requires special handling in its collection, storage, treatment or disposal. Notwithstanding the foregoing, if, subsequent to the date of the execution of this Agreement and prior to closing, Donors disclose an environmental condition on the Property to the City, the City shall have the option to take title to the Property, waiving and releasing its rights with respect to the aforesaid representations and warranties as to the matters so disclosed, or it may decline to take title to the Property without incurring any liability or obligations as a result of said declination.

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

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

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

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

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

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

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

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

**15. Notices.** Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided

herein, be in writing by hand delivery, email or by overnight mail courier and shall be deemed to have been given upon hand-delivery or emailing or on the day after the mailing by overnight mail at the address stated below.

To Donors:

Mr. & Mrs. Joseph Bates  
252 E. Elder Street  
Cumberland, MD 21502

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To the City:

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

with a copy to:

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

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

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

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

commenced in such Court is commenced in an inconvenient forum or one that lacks proper venue.

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

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

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

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

**23. Signing by Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign electronically transmitted copies of this Agreement. Once said electronically transmitted copies are fully executed, they shall have the same binding effect as would a signed original Agreement once delivered to the other party.

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



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

**WITNESS/ATTEST:**

\_\_\_\_\_

Joseph L. Bates (SEAL)  
Joseph L. Bates

9.1.2023

Date

Karen S. Bates

Karen S. Bates (SEAL)  
Karen S. Bates

9.4.2023

Date

**MAYOR AND CITY COUNCIL  
CUMBERLAND**

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

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

\_\_\_\_\_  
date

CITY

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between **Joesph L. Bates and Karen S. Bates** (the "Grantor"), of Allegany County, Maryland, and **Mayor and City Council of Cumberland** (the "City"), a Maryland municipal corporation.

**WITNESSETH:**

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

ALL those lots or parcels of ground lying and being in Allegany County, Maryland, known and designated on the Plat of the Humbird Land and Improvement Company as Lots Nos 149, 150 and 151, and being a plat of which said Addition is designated as No. 8 among the Plat Records of Allegany County, Maryland, which is more particularly described by the following metes and bounds, namely:

BEGINNING on the Northerly side of Elder Street at the intersection thereof with the East side of Ohio Avenue, and running thence with said street South 53-1/2 degrees East 90 feet, then North 36-1/2 degrees East 125 feet, to an alley, and with it North 53-1/2 degrees West 90 feet to said Ohio Avenue, and with it South 36-1/2 degrees West 125 feet to the beginning.

**IT BEING** the same property which was conveyed from Roger Clayton Abe, Sr. to Joseph L. Bates and Karen S. Bates, his wife, by deed dated January 20, 1989 and recorded among the Land Records of Allegany County, Maryland in Book 577, Page 798.

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

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

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

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

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

**WITNESS:**

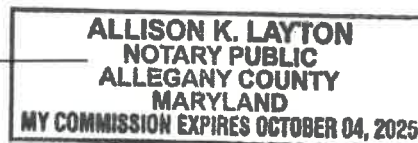
\_\_\_\_\_  
Joseph L. Bates (SEAL)  
Karen S. Bates (SEAL)

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

I HEREBY CERTIFY, that on this 5<sup>th</sup> day of September, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ~~Joseph L. Bates and Karen S. Bates~~, known to me or satisfactorily identified to be the person whose names are subscribed to the within instrument, and did acknowledge that they executed the same for the purposes therein contained; and they further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00; and they further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

**WITNESS** my hand and Notarial Seal.

Allison K. Layton  
NOTARY PUBLIC



My Commission Expires: 10/4/2025

STATE OF West Virginia,  
Berkeley COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 17<sup>th</sup> day of October, 2023, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Joseph L. Bates**, known to me or satisfactorily identified to be the person whose names are subscribed to the within instrument, and did acknowledge that they executed the same for the purposes therein contained; and they further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00; and they further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

*Terese L. Carr*  
NOTARY PUBLIC

My Commission Expires: May 29, 2028



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

\_\_\_\_\_  
**MICHAEL SCOTT COHEN**

**File Attachments for Item:**

. Order 27,356 - abating taxes on fourteen (14) City-owned properties obtained through property donation

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

**ORDER NO. 27,356**

**DATE: November 7, 2023**

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

**THAT**, the taxes on the following City-owned properties obtained through  
Property Donation be and are hereby abated:

Address	Tax Acct. No.	Tax Years	Total Tax Amount
111 South Street	04-023102	2021-2023	1,055.26
305 Maryland Avenue	22-002678	2013-2023	127.89
Broadway Street	22-018396	2013-2023	56.42
Broadway Street	22-018345	2013-2023	56.42
RR Greene Street	06-030890	2013-2023	181.08
Waverly Terrace	22-007505	2011-2023	225.01
City View Terrace	22-002538	2011-2023	92.98
Greene Street	06-026176	2011-2023	105.68
Gephart Drive	06-019625	2011-2023	66.08
Calhoun Street	23-002531	2011-2023	239.62
Greene Street	06-023118	2011-2023	452.44
Greene Street	06-023126	2011-2023	154.97
Reads Terrace	06-023134	2011-2023	107.53
Oakwood Street	23-002639	2011-2023	1,638.79
Totals			\$ 4,560.17

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**Raymond M. Morriss, Mayor**

### **Tax & Utility Abatements for Donated Properties**

<u>PIDN #</u>	<u>Location</u>	<u>Tax Years</u>	<u>Tax Amount</u>	<u>Utility Amount</u>
04 023102	111 South Street	2021 - 2023	1,055.26	0.00
22 002678	305 Maryland Ave	2013 - 2023	127.89	0.00
22 018396	Broadway Street	2013 - 2023	56.42	0.00
22 018345	Broadway Street	2013 - 2023	56.42	0.00
06 030890	RR Greene Street	2013 - 2023	181.08	0.00
22 007505	Weverly Terrace	2011 - 2023	225.01	0.00
22 002538	City View Terrace	2011 - 2023	92.98	0.00
06 026176	Greene Street	2011 - 2023	105.68	0.00
06 019625	Gephart Drive	2011 - 2023	66.08	0.00
23 002531	Calhoun Street	2011 - 2023	239.62	0.00
06 023118	Greene Street	2011 - 2023	452.44	0.00
06 023126	Greene Street	2011 - 2023	154.97	0.00
06 023134	Reads Terrace	2011 - 2023	107.53	0.00
23 002639	Oakwood Street	2011 - 2023	1,638.79	0.00

**File Attachments for Item:**

. Order 27,357 - abating taxes and utilities on City-owned properties obtained through tax sale foreclosure: 222 N. Lee Street, 469 Goethe Street and 217 Knox Street



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

ORDER NO. 27,357

DATE: November 7, 2023

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

**THAT**, the taxes and utilities on the following City-owned properties obtained through tax sale foreclosure be and are hereby abated:

Address	Tax Acct. No.	Tax Years	Total Tax Amount	Utilities
222 N. Lee Street	06-023614	2014-2023	4,341.59	6,083.41
469 Goethe Street	23-011948	2014-2023	2,277.64	431.30
217 Knox Street	05-018943	2014-2023	1,227.32	0.00
Totals			\$ 7,846.55	\$ 6,514.71

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**Raymond M. Morriss, Mayor**

### **Tax & Utility Abatements for Tax Sale Foreclosures**

<u>PIDN #</u>	<u>Location</u>	<u>Tax Years</u>	<u>Tax Amount</u>	<u>Utility Amount</u>
06 023614	222 N Lee Street	2014 - 2023	4,341.59	6,083.41
23 011948	469 Goethe Street	2014 - 2023	2,277.64	431.30
05 018943	217 Knox Street	2014 - 2023	1,227.32	0.00

**File Attachments for Item:**

. Order 27,358 - lifting Section 11-113 of the City Code for the following events: “Tree Lighting“ event to be held November 24th, 2023 from 5:00 PM until 10:00 PM, “Winter Festival and Market” events to be held December 2nd and 9th, 2023 from 5:00 PM until 10:00 PM and “New Years Eve” event to be held on December 31st, 2023 – January 1, 2024 from 7:00 PM until 1:00 AM, to allow for the use of open containers of alcohol within certain areas of the downtown; notwithstanding that open glass containers shall not be permitted

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

ORDER NO. 27,358

DATE: November 7, 2023

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

**THAT,** the provisions of Section 11-113 of the City Code, entitled “Open Containers of Alcohol,” be and are hereby lifted for the following events: “Tree Lighting” event to be held November 24th, 2023 from 5:00 PM until 10:00 PM, “Winter Festival and Market” events to be held December 2<sup>nd</sup> and 9<sup>th</sup>, 2023 from 5:00 PM until 10:00 PM and “New Years Eve” event to be held on December 31<sup>st</sup>, 2023 – January 1, 2024 from 7:00 PM until 1:00 AM within the confines of the following area:

- S. Mechanic Street from Frederick Street south to W. Harrison Street;
- W. Harrison Street east to Queen City Drive;
- Baltimore Street from Queen City Drive west to Canal Street;
- S. George Street from Baltimore Street to W. Harrison Street;
- Centre Street from Frederick Street to W. Harrison Street;
- Liberty Street from Frederick Street to W. Harrison Street;
- Canal Street south from Baltimore Street.

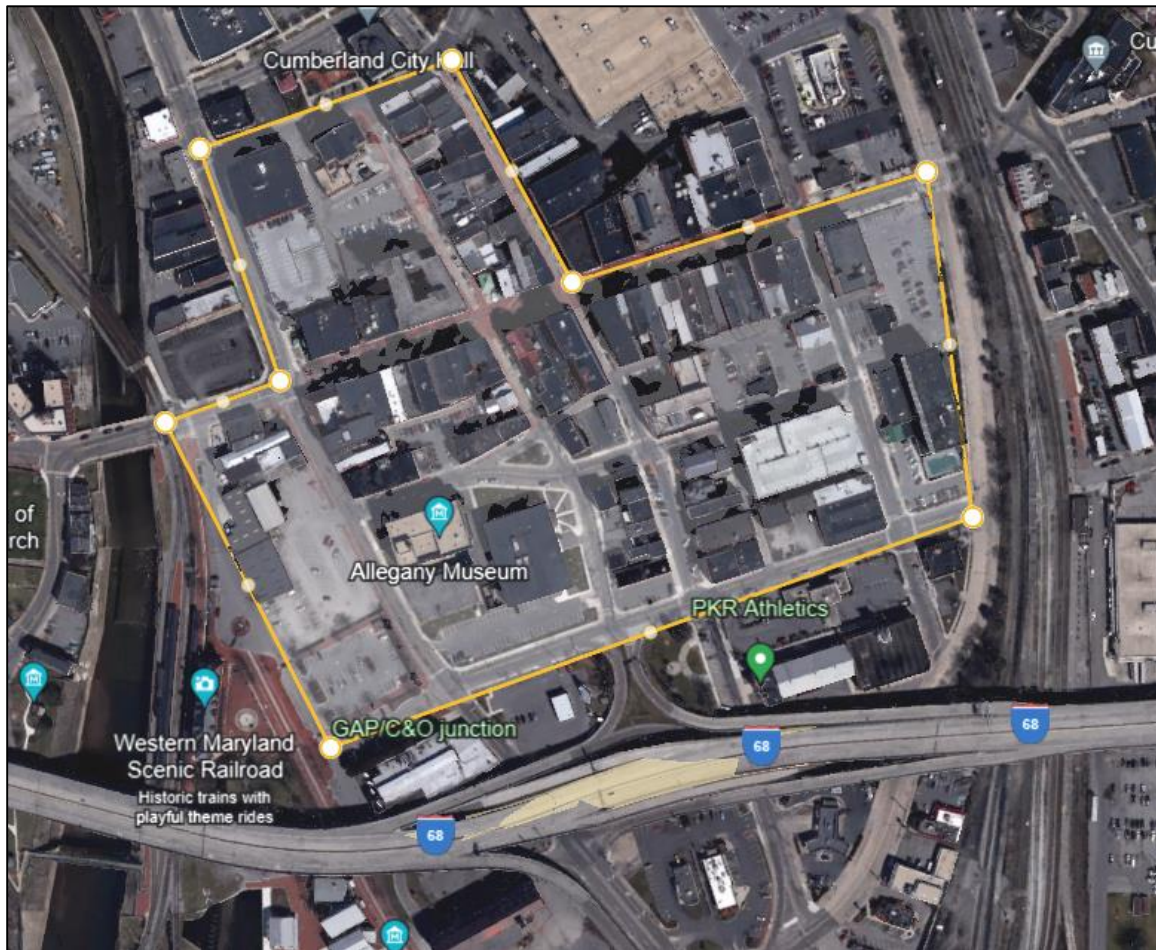
**BE IT FURTHER ORDERED,** that, notwithstanding the foregoing, open glass containers shall not be permitted in the area defined above and Section 11-113 (a) of the City Code shall remain in force and effect as to glass open containers of alcoholic beverages in that area.

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**Raymond M. Morriss, Mayor**

*\*Map attached*

# OPEN CONTAINER AREA



**File Attachments for Item:**

. Order 27,359 - authorizing a 1-year extension to Burgmeier's Hauling, Inc. Municipal Curbside Solid Waste and Recycling contract (22-18-M) at the same rate not to exceed \$111,751.79 per month for the term July 1, 2024 through June 30, 2025

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

ORDER NO. 27,359

DATE: November 7, 2023

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

THAT the City Administrator be and is hereby authorized to approve the request of Burgmeier's Hauling, Inc., PO BOX 159, Bellwood, PA 16617 to extend the current contract by one (1) year to provide Trash Hauling Services, maintaining the current monthly rate not to exceed One Hundred Eleven Thousand Seven Hundred Fifty One Dollars and Seventy Nine Cents (\$111,751.79) for the term July 1, 2024 through June 30, 2025.

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**Raymond M. Morriss, Mayor**

# **BURGMEIER'S HAULING, INC.**

INDUSTRIAL, COMMERCIAL, RESIDENTIAL,  
RECYCLING & RECYCLING CONSULTANT  
**(814) 943-8975**

DAVID M. BURGMEIER  
*President*

P.O. BOX 159  
BELLWOOD PA 16617

City of Cumberland  
57 North Liberty St.  
Cumberland MD 21502

08/25/23

Raquel,

Burgmeier's Hauling Inc. hereby formally requests a 1 – year extension to the City of Cumberland Garbage and Recycling Contract – starting July 1, 2024, through June 30<sup>th</sup> 2025.

As part of this renewal request, we agree to maintain the current rate of **\$111,751.79 per month.**

We hope that the City will consider this renewal in light of the current situation of the waste industry in Allegany County.

We look forward to working with the city for years to come. As always, we would be glad to meet with you to go over this proposal or answer any questions you may have.

Respectfully,



Mathew Burgmeier  
Vice President  
Burgmeier's Hauling Inc.

*Service & Satisfaction Guaranteed*



**File Attachments for Item:**

. Order 27,360 - authorizing the extension of the Noble Environmental - Mountainview Landfill contract by one year at a rate not to exceed \$40.87 per ton tipping fee for the term July 1, 2024 through June 30, 2025

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

ORDER NO. 27,360

DATE: November 7, 2023

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

**THAT** the City Administrator be and is hereby authorized to approve the request of Noble Environmental - Mountainview Landfill, Inc., 13300 New Georges Creek Road, SW, Frostburg, MD, 21532 to extend the current contract by one (1) year to provide Landfill Services accepting curbside municipal solid waste at \$40.87 per ton tipping fee relative to City Project 22-18-M, for the term July 1, 2024 through June 30, 2025.

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**Raymond M. Morriss, Mayor**



Mountainview Landfill, Inc.  
13300 New Georges Creek Road SW  
Frostburg, MD 21532

September 7, 2023

Attn: Raquel J. Kettermann, Environmental Specialist  
City of Cumberland  
57 North Liberty Street  
Cumberland, MD 21502

RE: Mountainview Landfill, Inc. – City Project No. 22-18-M  
Agreement Extension July 1, 2024 through June 30, 2025

Dear Raquel:

Mountainview Landfill, Inc. respectfully requests an extension to the current agreement for disposal services. The new term will be July 1, 2024 through June 30, 2025.

As stated in the original bid, the tipping fee will be \$40.87 per ton after a 3% annual increase from the current year rate. If Allegany County were to increase the Recycling Fee per ton of waste during this time, Mountainview Landfill, Inc. would respectfully ask the tipping fee be adjusted accordingly.

Please contact me if you need additional information at [dhilbert@Nobleenviro.com](mailto:dhilbert@Nobleenviro.com) or (717) 353-4126. Thank you.

Sincerely,

*Dusty Hilbert*

Dusty Hilbert  
Regional Landfill Manager

**File Attachments for Item:**

. Order 27,361 - approving the proposal from Link Computer Corporation for the renewal of the Cisco WebEx cloud based phone system for a one year term from November 28, 2023 to November 28, 2024, in the amount not to exceed \$30,135

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

**ORDER NO. 27,361**

**DATE: November 7, 2023**

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

**THAT** the proposal from Link Computer Corporation, PO BOX 250, Bellwood, PA 16617 for the renewal of the Cisco WebEx cloud based phone system for a one year term from November 28, 2023 to November 28, 2024, in the amount not to exceed Thirty Thousand One Hundred Thirty Five Dollars and No Cents (\$30,135.00), be and is hereby accepted.

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**Raymond M. Morriss, Mayor**

Budget: 001.033.48201

Vendor	Amount
Link Computer Corporation	\$30,135.00
SHI	\$32,000.00
Connection Public Sector Solutions	Did not quote

# Council Agenda Summary

Meeting Date:

Key Staff Contact: Johnna Byers, Director IT

***Item Title:***

Cisco WebEx Cloud Based Phone System renewal

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

*IT requests an order for costs not to exceed \$30,135 to Link Computer Corporation, for Cisco WebEx cloud based phone services for one year. We have been using the Cisco phone system since March 2023. We requested pricing from three vendors, and only two provided quotes prior to our deadline. We recommend renewing from Link Computer Corporation as they have provided the lowest cost.*

*This item is budgeted in 001.033 48201.*

***Amount of Award: not to exceed \$30,135***

***Budget number: 001.033.48201***

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





Pricing Proposal  
Quotation #: 24104108  
Created On: 10/26/2023  
Valid Until: 10/31/2023

## MD-City of Cumberland

### Johnna Byers

57 North Liberty Street  
Cumberland, MD 21502  
United States  
Phone:  
Fax:  
Email: johnna.byers@cumberlandmd.gov

## Public Sector - Inside Account Executive

### Olivia Scharnikow

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

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Collaboration Flex Plan 3.0 Cisco Systems - Part#: A-FLEX-3 Contract Name: Open Market Contract #: Open Market	1	\$0.00	\$0.00
2 Pro Pack for Cisco Control Hub Entitlement Cisco Systems - Part#: A-FLEX-PROPACK-ENT Contract Name: Open Market Contract #: Open Market	205	\$0.00	\$0.00
3 File Storage Entitlement Cisco Systems - Part#: A-FLEX-FILESTG-ENT Contract Name: Open Market Contract #: Open Market	4100	\$0.00	\$0.00
4 Basic Support for Flex Plan Cisco Systems - Part#: SVS-FLEX-SUPT-BAS Contract Name: Open Market Contract #: Open Market	1	\$0.00	\$0.00
5 Webex Calling Entitlement Cisco Systems - Part#: A-FLEX-C-PRO Contract Name: Open Market Contract #: Open Market	205	\$0.00	\$0.00
6 Messaging Named User Entitlement (1) Cisco Systems - Part#: A-FLEX-MSG-NU-ENT Contract Name: Open Market Contract #: Open Market	205	\$0.00	\$0.00
7 NU Webex Calling Professional Cisco Systems - Part#: A-FLEX-NUCL-P Contract Name: Open Market Contract #: Open Market	205	\$105.07	\$21,539.35



8	Prem to Webex Calling / UCM Cloud Cisco Systems - Part#: A-FLEX-P-CALL Contract Name: Open Market Contract #: Open Market	205	\$0.00	\$0.00
9	Outbound Calling Plan - Named User Cisco Systems - Part#: A-AUD-OCP1-NU Contract Name: Open Market Contract #: Open Market	205	\$42.00	\$8,610.00
10	Cloud Calling Setup Assist Cisco Systems - Part#: A-FLEX-CALL-ASSIST Contract Name: Open Market Contract #: Open Market	205	\$24.33	\$4,987.65
			Total	\$35,137.00

#### Additional Comments

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

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are non-cancelable and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

*The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).*