



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman Joseph P. George
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

AGENDA

Regular M&CC Public Meeting
City Hall Council Chambers, 57 N. Liberty Street, Cumberland

DATE: May 17, 2022

OPEN SESSION – 6:15 p.m.

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

1. Summary Statement of closed meeting held May 17, 2022

Presentations

1. Presentation by Lee Borrer, Senior Community Development Specialist, regarding a substantial amendment to the 2021 Annual Action Plan, which will be up for approval by Mayor and City Council on June 7, 2022

Director's Reports

(A) Public Works

1. Maintenance Division monthly report for April 2022

(B) Fire

1. Fire Department monthly report for April, 2022

(C) Police

1. Police Department monthly report for April, 2022

(D) Utilities - Flood, Water, Sewer

1. Utilities Division Flood/Water/Sewer monthly report for April, 2022

Approval of Minutes

1. Approval of the Work Session Minutes of January 4, 2022, and the Work Session and Regular Session Minutes of January 18, 2022

Unfinished Business

(A) Ordinances

1. **Ordinance 3913** (*2nd and 3rd readings*) - to amend Section 25-23 of the City Code to establish a definition for "Gambling Facility" and to amend the Use Regulation Table in Section 25-132 to incorporate the "Gambling Facility" use into its terms (ZTA #22-01)
2. **Ordinance 3914** (*2nd and 3rd readings*) - to amend Section 11-132 of the City Code pertaining to gambling to legalize fantasy competitions and sports wagering

New Business

(A) Ordinances

1. **Ordinance 3915** - (*1st reading*) - to rescind Ordinance No. 3912, which authorized the conveyance of 107/109 S. Allegany Street to Del and Del Allegany Properties LLC for the amount of \$3,500, accepting Del and Del Allegany Properties LLC request to renege their bid, and accepting the bid of C Corp Leasing in the amount of \$5,000 for said property, as originally offered in the 2022 Request for Bids for Surplus Property Round IV
2. **Ordinance 3916** (*1st reading*) - providing for the City Tax Levy for FY23
3. **Ordinance 3917** (*1st reading*) - providing for the annual expenditure appropriation for the FY23 General Fund
4. **Ordinance 3918** (*1st reading*) - providing for the annual expenditure appropriation for the FY22 Water Fund
5. **Ordinance 3919** (*1st reading*) - providing for the annual expenditure appropriation for the FY23 Sewer Fund
6. **Ordinance 3920** (*1st reading*) - providing for the annual expenditure appropriations for the FY23 Special Purpose Funds

(B) Orders (Consent Agenda)

1. **Order 27,005** - authorizing execution of a Donation Agreement with Kevin Kniseley, Personal Representative of the Estate of Robinhood Constitution, AKA Mark Anthony Shryock, for the donation of property at 766 Maryland Avenue (Tax ID 04-009746) to the City, and authorizing the City's acceptance of the deed and execution of documentation to effect the transfer
2. **Order 27,006** - authorizing execution of a Community Legacy Program Grant Agreement with the Department of Housing and Community Development regarding the disbursement and use of \$50,000 in funding for the YMCA Gilchrist HVAC Installation Project, and authorizing the City Comptroller to accept the funding
3. **Order 27,007** - reappointing Michael Scott Cohen as City Solicitor for a 4- year term, effective retroactive to May 16, 2022, through May 16, 2026

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

. Maintenance Division monthly report for April 2022

MAINTENANCE DIVISION REPORT
April 2022

Street Maintenance Report

Parks & Recreation Maintenance Report

Fleet Maintenance Report

City Forester Report

Central Services

**PUBLIC WORKS/MAINTENANCE
STREET BRANCH
MONTHLY REPORT
APRIL 2022**

- POTHoles AND COMPLAINTS
 - Patched potholes on 22 streets using 12 tons of hot mix asphalt
- SIGN WORK/CURB PAINTING
 - Repaired 4 Street Name signs
 - Repaired/Installed 20 Traffic Control signs
 - Removed 7 Handicap Parking signs
 - Painted 3 curbs red for no parking
- TREE & BRUSH WORK
 - Completed 32 work orders for tree removals/trimming
- MISCELLANEOUS
 - Completed 59 Work Orders
 - Performed permanent patch repairs on the Allegany Trail using 14.5 tons of hot mix asphalt
 - Cleaned Underpass, McMullen Bridge, Washington St. Bridge, Fayette St. Bridge, Cumberland St. Bridge 5 times.
 - Picked up 6 dead animals
 - Picked up trash/discarded items on 3 occasions
 - Cleaned Municipal Center shop once a week
 - Conducted monthly safety meeting
 - 2 employees received sweeper training
 - 1 employee completed ELDT course @ Mountain Top Driving School to obtain a Class B CDL
 - 1 employee the Temporary Traffic Control Manager's Course
 - Set out & picked up traffic control for several events

STREET MAINTENANCE - APRIL 2022		4/1	4/4-4/8	4/11-4/14	4/18-4/22	4/25-4/29	TOTAL
SERVICE REQUEST COMPLETED		1	9	6	17	26	59
PAVING PERFORMED	Tons						0
CONCRETE WORK	Cy						0
UTILITY HOLES REPAIRED	Water						0
	Sewer						0
	Cy						0
	Tons						0
POTHOLE FILLING	Streets		3			19	22
	Alleys						0
	Days		1			3	4
	Cold Mix						0
	Tons		4t			8t	12t
PERMANENT PATCH	Cy						0
	Tons			12.5t	2t		14.5t
TRAFFIC CONTROL SIGNS REPAIRED/INSTALLED			7		13		20
STREET NAME SIGNS REPAIRED/INSTALLED			2		2		4
HANDICAPPED SIGNS	Repaired						0
	Installed						0
	Removed		4		3		7
CURB PAINTING PERFORMED	Blue						0
	Yellow						0
	Red		1		2		3
PAVEMENT MARKINGS INSTALLED	No.						0
STREET CLEANING	Loads		7		6	8	21
	Miles		89		107	158	354
SWEEPER DUMPS HAULED TO LANDFILL	Tons		14.3t				14.3t
STREET MILLING	Days						0
CLEANED BALTIMORE ST. UNDERPASS	Days	1	1	1	1	1	5
SALT BARRELS	Days						0
SNOW REMOVAL	Days				1		1
CLEAN TRUCKS	Days		2		1		3
SHOVEL & SALT SIDEWALKS	Days						0
BRUSH REMOVAL/TREE WORK	Areas		3	6	17	6	32
CHECK DRAINS/CLEAR DEBRIS	Days		1			1	2
STREET TRACTOR MOWING	Days						0
LEAF PICK UP	Loads						0

Picked up trash/discarded furniture on 3 occasions
 Picked up 6 dead animals
 Performed preventative maintenance and cleaned Loader @ Municipal Center
 Cleaned Municipal Center shop once a week
 Conducted monthly safety meeting
 Set out & picked up traffic control for several events
 2 employees received sweeper training
 1 employee completed ELDT course @ Mountain Top Driving School
 1 employee completed Temporary Traffic Control Manager's Course

**PUBLIC WORKS/MAINTENANCE
PARKS & RECREATION
MONTHLY REPORT
APRIL 2022**

- Constitution Park , Mason's Complex and Area Parklets
 - Cleaned up garbage 3 times a week
- Parks & Parklets Mowing
 - Constitution Park
 - Mowed 5 days
 - Mason's Complex
 - Mowed 7 days
 - Parklets
 - Mowed 6 days
- Ball Fields
 - Flynn Field
 - Mowed 4 times
 - Drug 1 time
 - Lined 4 times
 - Installed new base inserts & bases @ 65 ft
 - Northcraft Field
 - Mowed 3 times
 - Drug 1 times
 - Lined 3 times
 - Nonneman Field
 - Mowed 3 times
 - Lined 2 times
 - Cavanaugh Field
 - Mowed 2 times
 - Drug 1 time
 - Lined 2 times
 - Abrams Field
 - Mowed 2 times
 - Long Field
 - Mowed 2 times

- JC Field
 - Mowed 2 times
 - Scraped layer of dirt off the infield
- Bowers Field
 - Mowed 2 times
- Galaxy Field
 - Mowed 2 times
 - Lined 2 times
- United Field
 - Mowed 1 time
- Nonneman Soccer Field
 - Lined 1 time
- Galaxy Football Field
 - Lined 1 time
- Nonneman Football Field
 - Lined 1 time
- Bowers Football Field
 - Lined 1 time

■ Miscellaneous Work

- Performed basic housekeeping @ Municipal Building
- Cleaned & disinfected the Craft House & Activities Building several times
- Performed preventative maintenance on mowers, trimmers & blowers
- Prepared feed & bedding for ducks & geese @ the Duck Pond
- Cleaned & performed preventative maintenance on Park & Rec vehicles
- Made repairs to bathrooms @ Mason's Complex & Constitution Park
- Worked OT for several events
- Began maintenance on park pools

**FLEET MAINTENANCE
MONTHLY REPORT
APRIL 2022**

DEPARTMENT	REPAIRS
Central Services	4
Community Development	2
DDC	0
Engineering	2
Fire	23
Flood	0
MPA	0
P & R Maintenance	10
Police	13
Public Works	0
Sewer	7
Snow Removal	18
Street Maintenance	28
Water Distribution	17
WFP	0
WWTP	5
In House Fleet Maintenance Projects	14
Scheduled Preventative Maintenance	17
Field Service Calls	3
Total Fleet Maintenance Projects	163
Total Repair Orders Submitted	24
Fleet Maintenance Risk Management Claims	0

**CITY FORESTER REPORT
MONTHLY REPORT
APRIL 2022**

April Tree Removals and Prunings – Coordinated with Jason to have Blaine to remove 11 trees and prune 12 trees in April.

April Tree Plantings – Assisted remotely with the coordination of the 18 trees that were planted at Constitution Park for the Arbor Day 2022 Celebration.

April Tree Complaints and Tree Issues – Resolved and/or addressed 30 tree complaints and tree issues in April.

2021 Fall Tree Pruning/Removal/Stump Grinding Contract – Kiddy Contracting LLC, has completed all of the work on the 2021 Fall Tree Pruning/Removal Contract, by removing the last tree located at 71 Greene Street on April 15th. He did a great job.

Evitts Creek Watershed Timber Harvest – ECWC 2021 Timber Harvest has been completed and the final inspection has been completed for the final close out. Margie was to release the \$10,000 Performance Bond to Blue Triangle, Everett, PA the last week of April.

Arbor Day 2022 Celebration at Constitution Park – Assisted remotely with coordinating the Arbor Day 2022 Celebration Event at Constitution Park on April 6 & 7th, for the Allegany County After School Program

CENTRAL SERVICES MONTHLY REPORT APRIL 2022

- **City Hall:** Disinfecting the AHU's 1st a week because of COVID. Stared getting the A/C equipment ready for the summer change over. Helped IT get the measurements for the new WebEx camera system that is going in the Council Chambers. Washed down the mini split unit right outside of the IT department.
- **Municipal Service Center:** Disinfecting the RTU's 1st a week because of COVID. Spent a few hours cleaning up the shop areas. Removed the old broken skylight over the mechanic's shop and replaced it with plywood because of how bad it leaked. Resealed some of the seams of the rubber roof over the mechanic shop before it started to leak. Stared getting the A/C equipment ready for the summer change over.
- **Public Safety Building:** Disinfecting the AHU's 1st a week because of COVID. Built wooden boxes for the Police Department for in the trunks of the new patrol cars for their equipment. Replaced the bearing on the chiller pump and replaced the transformer on the motor starter in the boiler room. Painted the hallway on the second floor Fire Department side. Stared getting the A/C equipment ready for the summer change over. Repaired the chain trolley on the #2 garage door in the Fire Department at. Replaced the burned out LED lamps in the Comms. Room in the Fire Department. Started on the IT room upgrades on the second floor Police Department side.
- **Fire Stations #2 and #3:** Check station #3, 2 times a month to make sure the boiler is working and no water leaks.
- **Canadian Hose House:** Check the Building twice a month to make sure that the boiler is working properly and that there are no water leaks.
- **Downtown Area & Mall:** Helped the DDC move the benches out onto the Downtown Mall for the summer. Boarded up a broken window at the Carver Building on Frederick St. Helped the DDC with the new stage delivery.
- **Traffic and Street Lights:** Monthly routine preventive maintenance on the 21 traffic control cabinets. Have had to reset multiple traffic lights due to power outages. Reported 3 street lights to be repaired to the power company. Worked on the traffic control cabinet at the Dingle because of it going into flash frequently. Put the traffic lights into flash for Columbia Gas to repair a leak at the intersection of Green St. and Johnson St.

- **Parks areas:** Installed a new flag pole light at the George Washington Head Quarter Park area. Repaired the sinks and toilets at the Mason Rec. Park. Helped with a floor drain that was clogged at the Park Pool main building. Repaired the heat pump at the Craft house.
- **Sewer Department:** Worked on the two push cameras. Replacing the end connectors that the camera head screws on to.
- Load tested generators. April 29, 2022
- Monthly Safety Meeting – April 5, 2022
- PM's on all the pumps and motors at PSB, City Hall and MSC

File Attachments for Item:

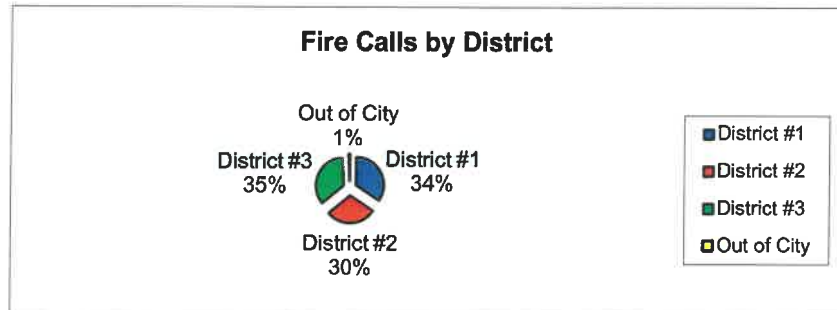
. Fire Department monthly report for April, 2022

REPORT OF THE FIRE CHIEF FOR THE MONTH OF APRIL, 2022
Prepared for the Honorable Mayor and City Council and City Administrator

Cumberland Fire Department Responded to 122 Fire Alarms:

Responses by District:

District #1	42
District #2	36
District #3	43
Out of City	1
	<u>122</u>



Number of Alarms:

First Alarms Answered	120
Working Alarms Answered	2
	<u>122</u>

Calls Listed Below:

Property Use:	
Public Assembly	4
Educational	0
Institutional	8
Industrial/Utility	1
Residential	72
Stores and Offices	4
Special Properties	33
	<u>122</u>

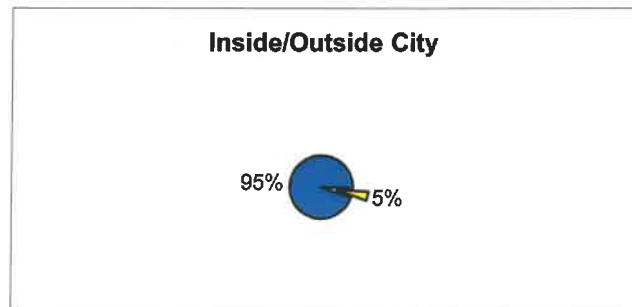
Type of Situation:

Fire or Explosion	7
Overpressure, Rupture	2
Rescue Calls	54
Hazardous Conditions	17
Service Calls	8
Good Intent Calls	17
False Calls	17
	<u>122</u>

Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid in April:	\$0.00
Total Fire Service Fees for Fire Calls Billed by Medical Claim-Aid Fiscal Year to Date:	\$0.00
Fire Service Fees for Fire Calls Paid in April:	\$150.00
Fiscal Year Fees Paid in Fiscal Year:	\$0.00
Total Fire Service Fees for Fire Calls Paid Fiscal Year to Date:	\$1,105.92
Fire Service Fees for Inspections and Permits Billed in April:	\$500.00
Fire Service Fees for Inspections and Permits Paid in April:	\$100.00
Total Fire Service Fees for Inspections and Permits Paid Fiscal Year to Date:	\$1,450.00

Cumberland Fire Department Responded to 480 Emergency Medical Calls:

In City Calls	456
Out of City Calls	<u>24</u>
Total	480



Total Ambulance Fees Billed by
Medical Claim-Aid in April: \$146,704.92

Ambulance Fees Billed Fiscal Year to Date: \$1,450,523.63

Ambulance Fees Paid:
Revenue Paid in April: \$92,803.29

FY2022 Ambulance Fees Paid in FY2022: \$890,613.48

Total Ambulance Fees Paid in FY2022: \$1,087,415.58

(All ambulance fees, current and previous fiscal years, paid in FY2022.)

Cumberland Fire Department provided 18 Mutual Aid Calls

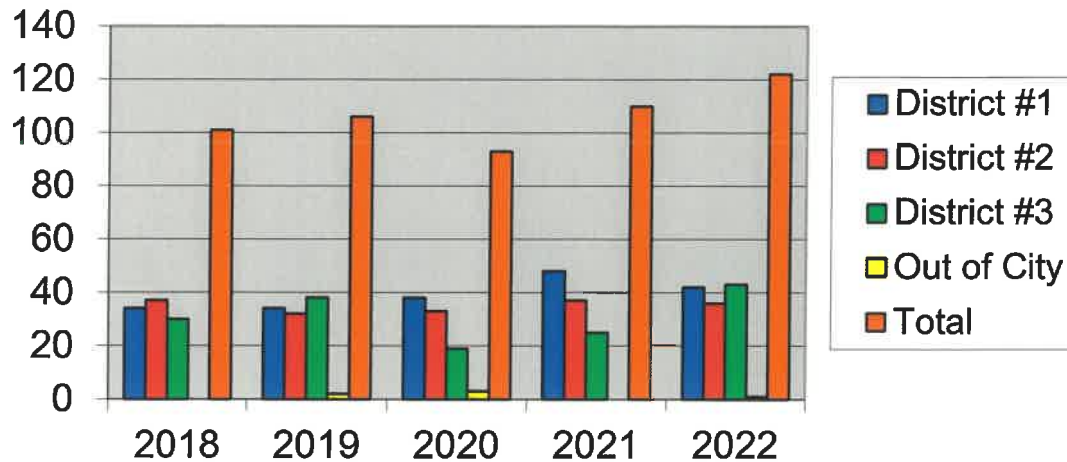
15 Mutual Aid calls inside Allegany County	
<u>3 Mutual Aid calls outside of Allegany County</u>	
18	
Bowman's Addition VFD	8
Company #51	1
Cresaptown VFD	2
District #16 VFD	2
Flintstone VFD	<u>2</u>
	15
Ridgeley, WV VFD	<u>3</u>
	18

Cumberland Fire Department provided 6 Paramedic Assist Calls

0 Paramedic Assist calls inside Allegany County	
<u>6 Paramedic Assist calls outside of Allegany County</u>	
6	
Fort Ashby, WV VFD	2
Ridgeley, WV VFD	1
Short Gap, WV VFD	2
Wiley Ford, WV VFD	<u>1</u>
	6

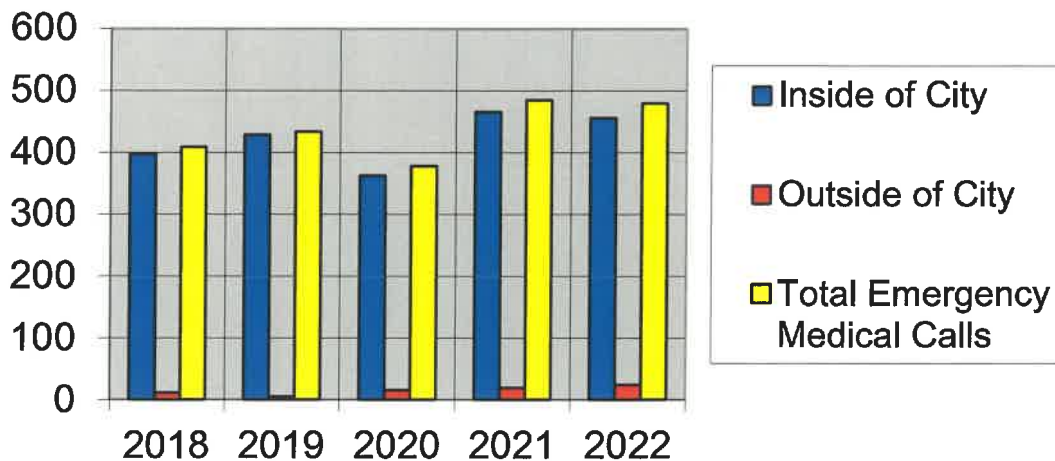
Fire Calls in the Month of April for a Five-Year Period

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
District #1	34	34	38	48	42
District #2	37	32	33	37	36
District #3	30	38	19	25	43
Out of City	0	2	3	0	1
Total	101	106	93	110	122



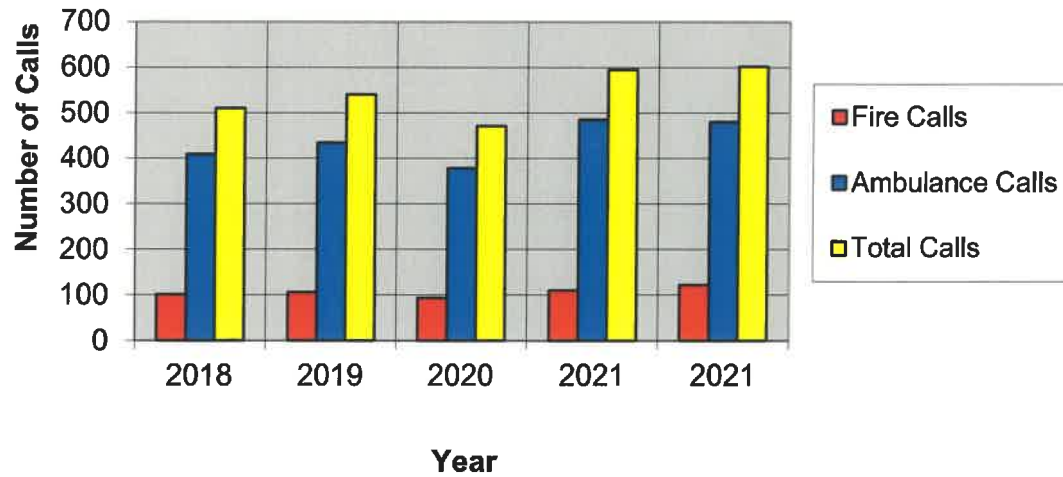
Ambulance Calls in the Month of April for a Five-Year Period

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Inside of City	398	429	363	466	456
Outside of City	11	5	15	19	24
Total Emergency Medical Calls	409	434	378	485	480



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

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2021</u>
Fire Calls	101	106	93	110	122
Ambulance Calls	409	434	378	485	480
Total Calls	510	540	471	595	602



Training

Tabulations are not currently available.

Fire Prevention Bureau

Investigations Conducted	2
Inspections Performed	4
Conferences Held	21
Complaints Received	4
Correspondence Written	36
Plans Reviews	2
Public Education	3

Personnel

Nothing to report.

Statistics Compiled by Julie A. Davis, Fire Administrative Officer

File Attachments for Item:

. Police Department monthly report for April, 2022



City of Cumberland Department of Police

Monthly Report
April 2022



City of Cumberland Department of Police

Monthly Report

April 2022

Part 1 Crimes for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Aggravated Assaults	15	2	B & E (All)	14	12	Murder	0	0	Rape	5	1
Robbery	2	2	Theft - Felony	0	2	Theft - Vehicle	3	4			

Selected Criminal Complaints for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Theft - Misdemeanor	17	17	Theft - Petty	15	26	Domestic Assaults	26	10	CDS	56	34
Disturbances	132	131	DOP/Vandalism	24	9	Indecent Exposure	1	0	Sex Off - Other	3	1
Suicide	0	0	Suicide - Atmpt.	0	0	Tampering M/V	0	0	Abuse - Child	1	4
Trespassing	16	24	Assault on Police	4	5	Assault Other	36	39			

Selected Miscellaneous Incidents for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Alcohol Volations	1	4	Juvenile Compl.	18	20	Missing Persons	6	4	School Resource	276	183
School Threat	0	0	Sex Off. Regist.	4	4	Truancy	5	0	Death Investigation	7	3

Selected Traffic Incidents for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
DWI	9	18	Hit & Run	20	16	M/V Crash	35	70	Traffic Stop	574	377

Selected Service Calls for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Alarms	30	74	Assist Motorist	34	24	Check Well-Being	120	117	Foot Patrol	166	77
Assist Other Agency	60	75	Bike Patrol	8	9	Special Events	4	5	Suspicious Activity	69	91

Current Incident Status for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
Open	33	144	Arrest	281	235	Closed	2695	2046	Suspended	52	38



City of Cumberland Department of Police

Monthly Report

April 2022

Arrests Totals for the Month

	2021	2022		2021	2022		2021	2022		2021	2022
M/V Citations	78	41	M/V SERO	1	6	M/V Warnings	498	316	Arrest on View Adult	41	41
Arrest On Crim. Cit.	14	17	Arrest Summons	35	17	Arrest Warrant Adult	37	68	Adult Crim.	134	152
Arrest Summon (Chrg)	22	15	Arrest Warrant (Chrg)	12	13	Juvenile Crim.	25	13	Arrest on View Juv	24	13
Arrest Warrant JUV	0	0	Emer. Petition	56	40	Fingerprinting	2	4	RunAway & Miss Per.	4	3
Civil Citation	8	6									

Total Incidents Reported :

2021	2022
3,061	2,463

Chuck Ternent - Chief of Police

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

April 2022

SWORN PERSONNEL: 46 SWON OFFICERS

Administration	6 officers
Squad D1	8 officers
Squad N1	8 officers
Squad D2	7 officers
Squad N2	8 officers
C3I/C3IN	3 officers
School Resource	1 officer
Academy	2 recruits
Medical/Modified Duty	3 officers

CIVILIAN EMPLOYEES: 6 full time, 9 part time

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

*=Grant funded

**=Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 618.75

YEAR TO DATE (beginning 07/01/21): 7,500.625

COMP TIME USED: 225.25

YEAR TO DATE (beginning 07/01/21): 1,683.625

SICK TIME USED: 248

YEAR TO DATE (beginning 07/01/21): 2,829.25

OVERTIME REPORT

OVERTIME WORKED: 112

YEAR TO DATE (beginning 07/01/21): 1,953.75

HOSPITAL SECURITY: 51

YEAR TO DATE (beginning 07/01/21): 855.5

COURT TIME WORKED: 406

YEAR TO DATE (beginning 07/01/21): 2,793

File Attachments for Item:

. Utilities Division Flood/Water/Sewer monthly report for April, 2022

Utilities Division Activity Report for April 22 WATER

REQUEST	W/E 4/8/22	W/E 4/15/22	W/E 4/22/22	W/E 4/30/22	MONTHLY TOTALS
Service Technicians					
NON READS	9	32	21	28	90
FINAL READS/TURN ONS/SHUT OFFS & DEMOS	2	1	3		6
LEAK INVESTIGATIONS/turn off-on	8	6	5	5	24
METER/STOP INVESTIGATIONS	10	12	2	9	33
REPAIR WIRING/GET READING					0
ORANGE TAG FOR REPAIRS	1	7	7	2	17
RED/PINK TAG FOR SHUT OFF					0
TURN WATER ON	46	44	42	36	168
NONPMT/BAD CK/AGREE SHUT OFFS	43	49	45	25	162
SUSPENDED ACCTS - RECHECKS	39	46			85
REPLACE/REPAIR METER/LID/VALVE					0
DIRTY WATER/ODOR					0
SVC SEPARATIONS/INVESTIGATIONS	1				1
INSTALL COUPLERS/PLUGS/LOCK					0
NEW METER	5	3	2	5	15
METER FIELD TESTS-Residential					0
METER TESTS - Industrial					0
Ind - Register/Chamber Chg Out	3	1	2	3	9
Industrial - Chamber Cleaning					0
Industrial - Strainer Cleaning					0
HYDRANTS FLUSHED					0
PRESSURE CHECK/NO WATER/DIRTY WATER	1				1
MOVE METERS OUTSIDE/READINGS					0
SP Change Outs/Repairs/Reactivates/Move	5	1	3	6	15
Replace/Reattach smartpoint antenna					0
INSULATE METER BOXES					0
FREEZE UPS/METERS & LINES					0
CCP - BACKFLOW/RETRO					0
HYDRANT/IRRIGATION METER					0
Total					626
Pipe Technicians					
LINE LOCATOR	135	84	96	232	547
TAPS SERVICED		1		1	2
LEAKS REPAIRED		1	3	1	5
FAYETTE ST MAIN REPLACEMENT	25	24	25	14	88
INVESTIGATE LEAK/SOUTH ST/SEWER LEAK	4				4
BALT @ ALTAMONT - LOWERED 10" MAIN	4				4
CHECKED VALVES/DOWNTOWN & BALT AVE	4				4
CLEANED WAREHOUSE	8		4		12
CLEANED VEHICLES	8				8
REPAIRED HYDRANT - SEYMOUR ST	4				4
FOUND LEAK FOR BELT - ALTAMONT		4			4
NEW VALVE BOX - PINE @ REYNOLDS			4		4
7 LIBERTY - DEADHEAD LEAKING/NOW OFF			7		7
HAULED SCRAP FROM BALLFIELD			4		4
CLEANED BACKHOE			4		4
ABANDONED SERVICE - 419 PINE PL			3		3
ABANDONED SERVICE - 6/8/10 VIRGINIA AVE			3		3
ROSE @ WINIFRED - NEW BOLTS ON VALVE				4	4
WINIFRED - SET VALVE BOXES/BACKFILLED				4	4
LEAK - 1070 BRADDOCK/OFF & BACK ON				4	4
WINIFRED - CLEANED ROAD & DRIVEWAY				4	4
CLEANED CRANE TRUCK				4	4
CLEANED SIDEWALK @ ROSE AVE				4	4
WINIFRED @ ROSE - TOPSOIL/SEED/STRAW				4	4
HADDON AVE - AIR VALVE LEAKING/OFF				4	4
ABANDONED SERVICE - 110 HUMBIRD				4	4
					0
					0
					0

[illegible]

April 2022 Monthly Report

FLOOD MAINTENANCE

Test run pumps and run gates
 Check sewage regulators
 Safety meeting
 Mowed West levee ditch and Rt. 28 ditch
 Mowed Moose, parklets, narrows, viaduct, Bullpen,
 Cleaned bullpen
 Perform other maintenance work as required

SEWER BRANCH

Calls answered	16
Service lines opened	2
Owner's trouble	14
Traced lines/main	427
Mains Repairs/ Replace	1
Sewer taps installed/replaced	0
Cleaned catch basins	25
Cleanouts installed	
Televised sewer mains	320 FEET
Televised sewer lines	1
Call outs/ overtime	10 callouts/ 17 hours overtime
Weekly check of overflows, pits	4
Catch basin repair/rebuild	0
Flushed mains	1,725 Feet
Gallons of water used	7,500 Gals.

605 Vac-con truck 5,000 Gals.

608 Flush truck 7,500 Gals.

Safety meeting

White Oaks shopping center reset ring and lid.

12 N. Allegany St. replace C/O cap

Oldtown Rd. repair sewer main.

Columbia St. in alley reset lid and ring

Niagara St. flushed and cut roots from main

Broadway Cir & Crownwell Ter. Raised manhole

520 Pine Ave. repaired and replaced 12" storm pipe

W.W.T.P hydrant leak

cleaned storm drains (service center)

Hydro 2 sites sewer

hydro 7 sites water

File Attachments for Item:

1. Approval of the Work Session Minutes of January 4, 2022, and the Work Session and Regular Session Minutes of January 18, 2022

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, January 18, 2022
5:00 p.m.

PRESENT: Raymond M. Morriss, President; Council Members: Richard Cioni, Eugene Frazier, Joe George, and Laurie Marchini (Council Member Marchini absent at start of meeting)

ALSO PRESENT: Jeffrey Silka, City Administrator; Marjorie A. Woodring, City Clerk; Ken Tressler, Director of Administrative Services; Robert Smith, City Engineer

I. ENGINEERING DEPARTMENT PROJECT UPDATES

Mr. Smith reviewed all the projects that the Engineering Department is currently working on, and advised the total cost of projects in all stages is \$175M. He also advised that he would highlight the most important projects.

78" Pipeline

- At 99% design mark
- Currently being held up by US Army Corp of Engineers
- Need 408 Permit which allows construction in a flood control
- 2K ft. of the project – 14K overall – Corp is forcing safety assurance review process
- Rep assured design was sound, then staff changeover occurred, with current rep not a fan of the project
- Peer-review process – basically pushes project back another year
- Corp does not want them touching the property – had to do modifications
- 2 years' worth of work; \$1.2M in design work - \$55M project – cost will only increase after a year
- Will appeal to Cardin and Van Hollen – has spoken to staff at Cardin's office to keep them aware of the multiple issues with the Corp
- Alternative is to spend \$100M for a lesser project

Evitts Creek Project

- Currently working with legal counsel
- Promising – should be able to move out on project in next year or so
- Had to break up project into multiple phases due to expense.
- Phase IV – replacing a portion of the pipe from Willowbrook Road to screening facility on Messick Road
- Study shows estimates are half of what was expected
- Will ask MDE to transfer funds from Phase III to Phase IV

Effluent Screen Replacement

- Headworks of the Water Reclamation Facility

- Explanation of the screening process
- Built in 1970s – is antiquated
- Currently going through design – waiting on MDE for permit – then put out to bid
- Estimate was \$750K – now at \$1M
- After bid a decision will be made to hold off or acquire additional funds

Decatur Street

- Majority of materials obtained
- Expecting to move forward with construction in March
- Didn't have pipe, and wanted to wait for freezing weather to end
- No cost time extension for Belt
- Once weather breaks, is a five-month project

South End Water Main – on ARPA List

- Will be asking MDE for both grant and loan dollars
- Two 12-inch water lines that serve South End – installed 1889 & 1899
- 4-inch water mains installed early 1900s
- Maybe make decision to fund without ARPA
- Will replace 4-inch mains with 6-inch mains – ties to another ARPA project
- City has numerous neighborhoods with 4-inch mains that do not serve a hydrant

Water Filtration Plant

- Finished air burst system
- Filter building replacement is next project
- Need to start making plans to either retrofit entire building or replace it entirely with newer technology
- When the time comes, will discuss in Executive Session because it's a legal matter

HVAC Upgrade for Public Safety and City Hall

- Study done a year ago by Schneider Electric regarding energy savings
- Out of that study came the potential for replacing HVAC systems in both buildings
- Have been problems for a while – equipment in City Hall is antiquated and hard to control
- Johnson control system problem at Public Safety – great at installation, poor at service
- Schneider has a program to guarantee return on investment – they will be providing a proposal sometime in March - \$1.3M project
- Opportunity to change windows at City Hall and weatherproof the building

Prisoner Intake Center at Public Safety

- Part of the ARPA request
- Need to figure out how to reconfigure to make safer for officers and prisoners

Carver Community Building

- Needs a lot of work

- Did walkthrough with Water and Central Services last week
- Need to know what is bare minimum area that M&CC wants to operate in the immediate future
- If bringing community into building, have to worry about bathrooms and heating source
- Roof – some issues, nothing major – more concerned with roof over basketball court
- Breezeway between the two structures in poor condition due to no maintenance
- Have to turn power on in building to see what works, but needs inspected first
- Needs investment from some entity – have \$100K grant, but it can't be used for utilities

Mayor Morris stated that once all the utilities are turned on, there has to be a way to pay for them. He added that one of the Carver Board's first challenges is to raise funds to operate the building.

Mr. Smith discussed ADA compliancy and the elevator in the building. He added that Greg Snyder believes the perpetrators who ransacked the building didn't get into the wiring, but took copper from an old furnace that wasn't used.

Baltimore Street Access Project

- Expecting 2nd round comments addressed this week with re-submission next week
- Engineering staff working on wage rates and updating state specs
- District 6 – addressed all their comments at the local level
- If it goes through State Highway, Federal highway usually doesn't have any issues

Baltimore Street Bridge

- Has been submitted for PS&E
- Can't move forward until real estate certification is complete
- Something for Mayer to sign per last month's Council order should be coming imminently

Cumberland Street Bridge

- County has signed off on cost-share agreement – order on tonight's Agenda
- Waiting for State Highway to say good-to-go with the final engineering – typically one year from advertising for bids from that point
- State Highway is very concerned with the City's bridge issues, and contacts regularly

McMullen Street Bridge

- Plan to fund with State Aid in lieu of Federal
- No structural concerns; not talking about closing it
- Strictly some minor structural items that need to be addressed – if done now, will cost a lot less than if done in five years
- Forms have been submitted – hopefully design process this summer
- \$300K cost estimate
- State Aid funds total \$550K
- Plan to use this for maintenance-type items on the bridges – maintenance work on Valley Street Bridge also, but six years down the road

Marion Street Bridge

- Borrowed money for this project
- Connects Central Avenue with I-68
- Involves shutting down far right lane of I-68 going towards Willowbrook Road, then contractor will patch underneath of it
- Using Sourcewell to execute

Fayette Street Bridge

- Have acquired some engineering dollars from State Highway to get started
- Funding with Transportation Bill approved in December
- Currently no money allocated for construction, but will be forthcoming with this Bill
- Design now – worry about construction dollars later
- City needs to accept ownership of the bridge to make funding happen
- Acquiring right-of-way
- Potential construction maybe in three years

ADA Projects

- Finishing up specs for *South Street ADA project* – last year replaced water line – per Federal requirements, have to go back in and install ADA facilities as well. Will be funding with CDBG funds
- *Queen City Drive ADA project (CDBG)* - to get citizens across Bedford Street Extended – no sidewalk there right now – need to replace 3-4 ADAs and small retaining wall; currently out to bid – bids come back February 9, 2022

Miscellaneous

- *Pole Building with 3 garage door bays for Municipal Service Center* - out to bid – bids come back February 9, 2022

Paving Plan

- Cost share agreement with Columbia Gas approved
- Plans will be executed this summer as Belt Paving can be scheduled
- Belt Paving will give City access to State Contract
- Paving will primarily be focused on South End of City (Humbird St. and Virginia Ave.)
- Will be paving Decatur Street area as soon as that project is wrapped up
- Roughly \$700K in budget for paving
- ADA typically already done in these areas

Discussion

In answer to a question from Council, Mr. Smith advised that the Evitts Creek project is in conflict with CSX, as the sewer line is located in CSX's yard, which is why the City is seeking legal counsel.

Councilwoman Marchini asked about the property acquisition for the Baltimore Street Bridge project. Mr. Smith advised that they had to acquire the right-of-way to allow them to replace

parts of the bridge that currently exist, and explained the easement and retaining wall issue at the Kensington.

Mr. Smith discussed the broadband grant for Baltimore Street, and advised that SHA will administer it and will have a discussion with the City on funding. He stated that he doesn't believe that SHA can fund any more of this project, per the guidelines, but said he will update M&CC. He added though, that if bids come in high, SHA may be able to help out, and stated that he knows Governor Hogan wants the project to happen.

Mr. Smith advised that the Federal Bridge Formula Program has been approved by the President, with guidance still coming out. He explained that basically they are allotting funding over the next couple of years to build bridges throughout the country. He also advised that Maryland has 273 bridges rated in poor condition for which this money has been targeted, and all the bridges that the City owns are in the Federal inventory. He explained more about the amount of funds allocated now as well as over the next five years, and provided what he knew about the language of the program, but said he doesn't know what the stipulations are.

There was discussion on the Fayette water project, and about Columbia Gas replacing some of the sidewalk and now painting numbers. Mr. Smith advised that those are Miss Utility tickets, and the markings are only good for seven days. He added that the City's work involving the water line should all be in the roadway, except if a water meter in the sidewalk needs replaced. He also gave updates on projects that Columbia Gas is working on in the downtown area.

Greg Larry, Cumberland Times-News, inquired about the 78" Pipeline project and the Army Corp of Engineers' issues with it. Mr. Smith advised that they haven't said "no" and they can't really say "no", but stated that the City has to find a way to appease their concerns. He went on to explain the reasons why the Corp is not in agreement with the project.

Mr. Larry inquired if the Cumberland Street Bridge was still on track for 2023. Mr. Smith advised that it takes about a year to get to the bidding stage, and stated that timeline is correct if all goes well. He added that construction for the Baltimore Street Bridge will begin in early fall of this year.

II. PUBLIC MEETING AGENDA REVIEW JANUARY 18, 2022

Mayor Morris reviewed Presentations, Reports, and Minutes, and called for questions or comments. Mr. Silka reviewed the Resolutions and Consent Agenda:

Resolution R2022-01 - authorizing the issuance and sale of two separate series of General Obligation Bonds known as "Mayor and City Council of Cumberland Drinking Water Bond, Series 2022A" in the original principal amount not to exceed \$1,549,998 and "Mayor and City Council of Cumberland Drinking Water Bond, Series 2022B" in the principal amount not to exceed \$516,666 with proceeds to be applied to the "Decatur Street Waterline Project" and related costs.

Mr. Silka advised that Series 2022A is a non-forgivable loan, and Series 2022B is a forgivable loan.

Resolution R2022-02 - designating the City's Sustainable Community Area as a Sustainable Community, adopting a Sustainable Community Plan, authorizing the submission of an application to the Department of Housing and Community Development to become a designated Sustainable Community, and authorizing the Mayor and City Administrator to execute documents necessary to carry out the intent of these resolutions.

Mr. Silka advised about the comprehensive presentation by Lee Borrer regarding this topic at the last work session, and said this resolution is simply approving the application after the comment period.

Order 26,941 - authorizing a 1-year extension to Burgmeier's Hauling, Inc. Municipal Curbside Solid Waste and Recycling contract (22-18-M) at the new fiscal rate of \$1,264,634.64 for the term July 1, 2022 through June 30, 2023.

Mr. Silka advised that in this economy, 3% is a very fair raise, which syncs with the raise given to the landfill and the one-year extension.

Order 26,942 - approving the sole source purchase of a new John Deere FC20M Flex Wing Rotary Cutter from Deere & Company for use by the Flood Control branch of Public Works in the not-to-exceed amount of \$28,660.50.

Mr. Silka advised that this purchase come in under the \$30K allotted.

Order 26,943 - authorizing the abatement of 2020-2021 taxes in the amount of \$10,853.87, and 2021-2022 taxes in the amount of \$10,236.89 for City-owned property at 600 Bishop Walsh Road (Tax ID #06-050301).

Mr. Silka advised that this is for the cell tower at that location.

Order 26,944 - authorizing the payment of an estimated amount not-to-exceed \$105,842.08 as the City's 20% cost share for final design services through project bidding for the "Replacement of Bridge No. A-C-09 on Cumberland Street over CSXT Railway Project"; bringing the City's new 20% cost share amount, including preliminary engineering services costs, to an estimated \$204,813.07.

Mr. Silka advised that this is the City's 20% share that the County will pay to the State.

Order 26,945 - appointing Justin T. Paulman and Nathan C. Williams to the Historic Preservation Commission for 3-year terms to be effective January 18, 2022 - December 31, 2025.

Mr. Silka advised that both individuals were vetted by M&CC, and Ruth Davis-Rogers, the City's new Historic Preservation Coordinator, confirmed their qualifications to serve on the board.

Mr. Silka also reviewed the letter by Lee Borrer, Senior Community Development Specialist, regarding the 2019 CDBG grant and the 2020 Annual Action Plans available for review.

III. MAYOR AND CITY COUNCIL UPDATES

Councilman Cioni discussed the confusion around the skatepark project, and requested that the conduit between the City and the Skate Park Board be Parks and Recreation, for more clarity. Mr. Silka stated that his only concern is that having a board be a primary contact, is spreading out it spreads out who talks. He advised that if he was the staff contact, it's just a

single point of contact. There was discussion regarding the meeting laws for a board meeting, as opposed to holding a staff meeting, and making sure that Parks and Recreation is kept updated, as well as asking for their input. Mr. Silka stated that once the staff recommendation is rolled out in February, it will go to both bodies and collaboration will then come together. It was noted that Diane Johnson, Director of Parks and Recreation is already on the staff advisory committee.

Councilman Cioni discussed taking Arts Council people through the park and looking at a location for moving the maze from the CPPDA to the park. He advised that they found a spot they liked – the hill above the amphitheater – but cautioned it has a big price tag.

Councilman George advised that he was requested to meet with Ed Taylor and the Cumberland Historic Cemetery Organization and Peggy Keene with the DAR regarding their concern with Heritage Days and wanting to have the festival open to all organizations.

Councilman Frazier advised on the recent HRDC Board meeting, and said they discussed general topics, and said that with Covid, they are trying their best to keep the senior centers open. He also advised that the Salvation Army exceeded their goal over the holidays.

Councilwoman Marchini discussed the Baltimore Street marketing group, and said they have signed a contract with Comcast to create ads to run on the local station, with Dave Romero producing the ads. She advised that the mitigation plan is in really good shape, and will be out soon.

The Councilwoman talked about activities coming up for the annual Groundhog Day celebration at City Hall.

Councilwoman Marchini stated also that they were looking for an intern for the DDC for a summer volunteer position. She also mentioned that they have received grants for marketing, communication, and technology.

Mayor Morriss gave kudos to Robert Smith and his team for the paving work they did on the Merchant's Alley parking lot, and added that the members of the DDC reached out to him to relay their thanks to Mr. Smith as well.

The Mayor advised that he and Councilman George had the Allegany Museum Board meeting last week, and said the museum is doing very well, and said they did a good job of fund raising this year.

The Mayor then discussed the WMSR, and said they are open this winter on Saturdays and Sundays, and said they have already been pre-selling tickets for the fall excursions and for the next Polar Express. He stated that with the coming of the 1309 steam engine this spring, it should be a banner year for the scenic railroad.

The Mayor advised that the CEDC had a meeting last week and said Skylar Dyce was promoted and left, with his replacement being Brian Kurtz. Mayor Morriss also advised that the County has selected Nathan Price, their Senior Project Manager, to fill their seat on the CEDC board for the Messick Road project. He also mentioned that they had a quick discussion with some of the Carver board members to work on creating a vision, and advised that the first real board meeting will probably be a walk-through.

Councilwoman Marchini said that a DHCD grant in the amount of \$150K was received for business owners to get taps for fire and water, and said the CEDC is reaching out to see who is interested.

IV. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:15 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____

Mayor and City Council of Cumberland

WORK SESSION

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

Tuesday, January 4, 2022
5:00 p.m.

PRESENT: Raymond M. Morriss, President; Council Members: Richard Cioni, Eugene Frazier, Joe George (via video), and Laurie Marchini

ALSO PRESENT: Jeff Silka, City Administrator; Marjorie A. Woodring, City Clerk; Ken Tressler, Director of Administrative Services; Lee Borrer, Senior Community Development Specialist; Terri Hast, Community Development Specialist; and Allison Layton, Citizen Services Representative

I. SUSTAINABLE COMMUNITIES PROGRAM 2022-2026 APPLICATION FOR DESIGNATION RENEWAL

Mr. Tressler advised that he was notified in October that this application was due, and contacted MD Historic Trust to ask for an extension. He said that Lee Borrer stepped up, and with the help of Terri Hast and Allison Layton, they got it done in time. Mr. Tressler also advised that Ms. Borrer sent the draft to the Department of Housing and Community Development (DHCD), and their response was that the application was detailed and well thought out. Mayor and Council and staff thanked the team for putting this together with a tremendous amount of work involved.

Ms. Borrer provided a PowerPoint presentation, went over the background of the Sustainable Communities Maryland Initiative Act of 2010, which previously was called the Community Legacy Program, and reviewed each slide in detail. Some of the highlights were:

- Sustainable Communities Workgroup – required element - approval is needed to get Community Legacy grants and Strategic Demolition funds
- Sustainable Communities Plan Elements – Designated Sustainable Communities map area includes most of Cumberland – Priority Funding area has to be included within Sustainable Communities areas – area was not expanded – same as 2017 – plenty of work to do within those areas
- Major Revitalization Goals include Baltimore Street Redesign, Housing Stock Improvement, Historic Preservation, Parks and Recreation, Downtown and Small Business Development, and more
- Public input accepted through January 3, 2020 – draft available on City’s website, or hard copies in Community Development
- Positive response of draft from DHCD – a few tweaks suggested – already done
- Next Steps – January 18th – M&CC can act on the Resolution to approve renewal application for designation, with an additional opportunity for public input – January 26th – deadline to submit application to MD DHCD
-

Ms. Borrer asked for any questions or comments. Mr. Tressler advised that he will include the draft document to Council, which is a working copy until the final is submitted. He advised that if they see anything in the document they have questions about, get with him or Ms. Borrer.

Ms. Borrer discussed Transportation in terms of what it means for the community. She stated that mostly it involves road improvements, traffic, signage, bridges, pedestrian safety, and investigations into bus routes to increase transportation. She added that it also includes working with Bridges to Opportunity. Ms. Borrer advised that this application is not set up in a project-based manner like CDBG, but more so with revitalization goals, and said there could be a host of projects or activities. She added that there is a huge assortment of grants and funding opportunities to take advantage of. Mr. Tressler advised that there are ten separate outcomes desired, and is defined further in the plan. He added that there is a wide variety of different things.

Councilwoman Marchini asked about the City's impact on the County bus service, and advised that there was a constant problem with that when she worked at Workforce Development at ACM, regarding people getting jobs but not having access to transportation to get to work. Ms. Borrer agreed that public transportation is a problem in Cumberland. Mr. Tressler advised that there are some transportation-related requests in ARPA funding, and said the City does have the ability to work with the County. Ms. Borrer stated that people living in the City and working outside the City is also an issue with public transportation, and said hopefully that is being addressed with some of the County plans.

Greg Larry, Cumberland Times-News, asked about the City's first and second Certification as a Sustainable Community. Ms. Borrer advised that 2012 – 2017 was the first time, with 2017 – 2022 being the second time.

Mr. Larry asked about a response date after the mailing of the application on January 26th. Mr. Tressler advised that it will go through a review process with comments and questions, but should not take several months to get it done.

Mr. Larry inquired about how this certification helps the community. Ms. Borrer explained that it's required for Community Legacy funding and Strategic Demolition funds, and said it's available to other state departments that have funding sources, grants, loans, etc., so they can see ahead of time that a plan has been put in place. She added that instead of piecemeal funding, the funding can be concentrated where it will be the most effective. Mr. Tressler advised that it's also helpful in bringing all the different community agencies together to help generate a cohesive plan together on key topics for the next five years.

In answer to a question from Council, Ms. Borrer explained that through committees like Bridges for Opportunity, the community got together and tried to come up with some ideas, and mentioned programs that were in place before Covid, regarding medical transport, voucher programs, etc. She said everyone was doing it themselves and trying to come together to create something that each agency or organization would put funding into, and then Covid stopped it from going further. Ms. Borrer added that there was a group looking into the problem trying to find creative ways to address the issue, seeing what other communities were doing, how to re-design the routes, etc., and said this issue has been on the radar for a while.

Ms. Borrer gave examples of funding received. She advised that Riverside YMCA, downtown facade programs, Leasehold, upper story redevelopment, and Allegany College of Maryland. Ms. Hast advised that there is a list of projects funded in the plan that was provided to M&CC. In answer to a question from Councilwoman Marchini, Ms. Borrer explained that there are different phases of completion, and the ones that have been completed will have the year of completion shown. Ms. Hast advised that some of the funding was not received until later, and some projects are not closed out. Ms. Borrer added that funding recipients have two years to

spend the money once the MOU is signed with the State. Mr. Tressler added that the document goes back five years, so there a lot of things listed as completed and funding utilized.

II. PUBLIC AGENDA REVIEW

The Mayor reviewed the Quarterly Awards for employee milestones, the Administrative Services report , and the approval of Minutes the Agenda for the January 4, 2022 public meeting.

Mr. Silka asked if there were any specific Orders that M&CC needed more detail on. He reviewed **Order 26,938**, explaining the Change Order was due to the cost of parts going up.

There was discussion about **Order 26,940**, which approves the appointment of Shannon Adams as the new Fire Chief, with Mayor Morriss stating that they will vote on the first four Orders, vote on Order 26,940 separately, then do the Swearing-In.

There was discussion about **Order 26,937**, with Councilman George asking about plans for 804 Maryland Avenue after the deed is transferred. Mr. Silka advised that it's slated for demolition. Mr. Tressler stated that this was a neglected property and the City approached the property owner to ask about donation. He stated that 802 and 804 Maryland Avenue will be demoed together to save money, and added that the City already owns 800 and 802.

Mayor Morriss stated that Kevin Thacker and Code Enforcement are always working on the issue of properties not maintained by their owners, who are disconnected because they are out of town, or they simply don't want it anymore. He added that this is Code Enforcement's initiative, to get people to donate their homes to the City to save the cost of tax sale, foreclosure, etc. He said the City can obtain them at a minimal cost, then demo, or rehab if possible.

Councilwoman Marchini inquired why the HPC appointment was not listed along with other board and commission appointments on **Order 26,939**. Mr. Silka advised that there was no finalization from the closed meeting, so there is still some vetting of the candidate. Mr. Tressler advised that the replacement for Kathy McKenney, Ruth Davis-Rogers, will be starting this coming Monday, and said it will be a priority for her to get the committee members instituted.

III. M&CC UPDATES

Councilwoman Marchini advised that the New Year's Eve event downtown was a huge success, and gave kudos to Allison Layton and Melinda Kelleher, as well as the group of volunteers.

Councilman George advised that he completed the Certificate of Compliance for the MD Department of Planning, and the required three-plus-hour training course for the Planning Commission, and added that there will be a Planning Commission meeting on January 24th.

Mayor Morriss advised on the WMSR, and said the final number of tickets for the Polar Express was 25,722, and stated that their 2022 schedule is already up and on their website. He said they will continue doing the varied events.

The Mayor advised that he sent out the Doodle-Poll for the Carver Board Meeting, which is set for next week, if possible. He said there things that need addressed – funding from the City and the MD Historic Trust. He added that they want to get the board together and get direction on what their goals are for the Carver Center going forward.

Mayor Morriss also advised that the first priority will be a walk around the building by Robert Smith and Greg Snyder, to get information on electrical, plumbing and HVAC system, to give the Board an idea of what it will take to get the building operational again. He added that it may take a lot of funding.

Councilman Frazier advised that Wesley Heinz, Executive Director of the WMSR was named Person of the Year by WCBC Radio.

IV. ADJOURNMENT

With no further business at hand, the meeting adjourned at 5:45 p.m.

Respectfully submitted,

Marjorie A. Woodring
City Clerk

Minutes approved _____



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman Joseph P. George
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

MINUTES

M&CC Regular Public Meeting
City Hall Council Chambers, 57 N. Liberty St., Cumberland, MD

DATE: January 18, 2022

I. OPEN SESSION - 6:15 P.M.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman Joseph P. George
Councilwoman Laurie P. Marchini
President Raymond M. Morriss

Also Present: Jeffrey F. Silka, City Administrator; Marjorie Woodring, City Clerk; Chuck Ternent, Chief of Police; Shannon Adams, Fire Chief; Robert Smith, City Engineer

IV. Presentations

1. Recognition of City employees who have retired during the period July 1, 2021 - January 1, 2022

Mayor Morriss introduced the recent retirees, and their respective Supervisors provided background on their jobs and years of service: Cindi Mertens, Public Works - 30 years; Sgt. Tony Triangleer, CPD - 20 years; Chuck Koelker, CFD - 37 years; and Glenn Chaney, CFD - 35 years.

V. Director's Reports

Motion to approve the reports was made by Councilman George, seconded by Councilman Cioni, and was passed on a vote of 5-0

(A) Engineering

1. Engineering Division monthly report for December, 2021

(B) Public Works

1. Maintenance Division monthly report for December 2021

(C) Fire

1. Fire Department monthly report for December, 2021

(D) Utilities - Flood, Water, Sewer

1. Utilities Division Flood/Water/Sewer monthly report for December 2021

VI. Approval of Minutes

Motion to approve the reports was made by Councilman Frazier, seconded by Councilwoman Marchini, and was passed on a vote of 5-0

1. Approval of the Work Session Minutes of October 5 and October 13, 2021

VII. New Business

(A) Resolutions

1. **Resolution R2022-01** - authorizing the issuance and sale of two separate series of General Obligation Bonds known as "Mayor and City Council of Cumberland Drinking Water Bond, Series 2022A" in the original principal amount not to exceed \$1,549,998 and "Mayor and City Council of Cumberland Drinking Water Bond, Series 2022B" in the principal amount not to exceed \$516,666 with proceeds to be applied to the "Decatur Street Waterline Project" and related costs.

Mr. Silka advised that this is part of the funding for the \$3.2M Decatur Street Waterline Project, and provided background on the two different loan types.

The resolution was submitted in title only. On a **motion** made by Councilman Cioni, seconded by Councilwoman Marchini, the resolution was passed on a vote of 5-0.

2. **Resolution R2022-02** - designating the City's Sustainable Community Area as a Sustainable Community, adopting a Sustainable Community Plan, authorizing the submission of an application to the Department of Housing and Community Development to become a designated Sustainable Community, and authorizing the Mayor and City Administrator to execute documents necessary to carry out the intent of these resolutions.

Mr. Silka advised that at the last work session Lee Borrer gave a presentation on the Sustainable Communities application and the City's plan, and said this resolution authorizes the submission and execution of that plan, along with continuing the City's participation in the Sustainable Communities projects.

The resolution was submitted in title only. On a **motion** made by Councilman Cioni, seconded by Councilwoman Marchini, the resolution 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. On a **motion** made by Councilman George, seconded by Councilman Cioni, all items on the Consent Agenda passed on a vote of 5-0.

Order 26,941 - authorizing a 1-year extension to Burgmeier's Hauling, Inc. Municipal Curbside Solid Waste and Recycling contract (22-18-M) at the new fiscal rate of \$1,264,634.64 for the term July 1, 2022 through June 30, 2023

Mr. Silka advised that is a very modest 3% increase, and said this will sync with the 1-year extension given to the landfill. Mayor Morriss stated that this is not a rate increase to the citizens of Cumberland.

Order 26,942 - approving the sole source purchase of a new John Deere FC20M Flex Wing Rotary Cutter from Deere & Company for use by the Flood Control branch of Public Works in the not-to-exceed amount of \$28,660.50

Mr. Silka advised that this purchase is available under the Maryland State Contract pricing, and said this is a budgeted item.

Order 26,943 - authorizing the abatement of 2020-2021 taxes in the amount of \$10,853.87, and 2021-2022 taxes in the amount of \$10,236.89 for City-owned property at 600 Bishop Walsh Road (Tax ID #06-050301)

Mr. Silka advised that this is the cell tower on Bishop Walsh Road.

Order 26,944 - authorizing the payment of an estimated amount not-to-exceed \$105,842.08 as the City's 20% cost share for final design services through project bidding for the "Replacement of Bridge No. A-C-09 on Cumberland Street over CSXT Railway Project"; bringing the City's new 20% cost share amount, including preliminary engineering services costs, to an estimated \$204,813.07

Mr. Silka advised that this is the revised estimate as the project became more clearly defined and final estimate numbers came in.

Order 26,945 - appointing Justin T. Paulman and Nathan C. Williams to the Historic Preservation Commission for 3-year terms to be effective January 18, 2022 - December 31, 2025

Mr. Silka advised that both of these individuals submitted letters of interest which were reviewed by M&CC, and added that Ms. Ruth Davis-Rogers had reviewed the applications and confirmed that they do meet the criteria for appointment.

VIII. Letters / Petitions

1. Letter from Lee Borrer, Senior Community Development Specialist, advising that amendments to the Community Development Block Grant 2019 and 2020 Annual Action Plans are now available for review and will be presented to the Mayor and City Council for approval at the February 15, 2022, regular public meeting at 6:15 p.m. in the City Hall Council Chambers. Written comments from the public regarding the proposed amendments

will be accepted through Monday, February 7, 2022, and may be emailed to to lee.borror@cumberlandmd.gov or mailed to the Department of Community Development, 57 N. Liberty Street, Cumberland, MD 21502.

The letter was acknowledged and entered into public record.

Mayor Morriss welcomed Ms. Ruth Davis-Rogers, the City's new Historic Preservation Coordinator, who was in attendance, and advised that she is taking Kathy McKenney's place who retired last year.

IX. Public Comments

No public comments

All public comments are limited to 5 minutes per person

X. Adjournment

With no further business at hand, the meeting adjourned at 6:45 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

File Attachments for Item:

1. Ordinance 3913 (*2nd and 3rd readings*) - to amend Section 25-23 of the City Code to establish a definition for "Gambling Facility" and to amend the Use Regulation Table in Section 25-132 to incorporate the "Gambling Facility" use into its terms (ZTA #22-01)

ORDINANCE NO. 3913

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO AMEND THE CITY OF CUMBERLAND ZONING ORDINANCE (I.E., CHAPTER 25 OF THE CODE) FOR THE FOLLOWING PURPOSES: (i) TO AMEND SECTION 25-23 OF THE CITY OF CUMBERLAND ZONING ORDINANCE FOR THE PURPOSE OF ESTABLISHING A DEFINITION FOR "GAMBLING FACILITY"; AND (ii) TO AMEND THE USE REGULATION TABLE SET FORTH IN SECTION 25-132 OF THE SAID ZONING ORDINANCE FOR THE PURPOSE OF INCORPORATING THE GAMBLING FACILITY USE INTO ITS TERMS."

WHEREAS, Title 4, Subtitle 2 of the Land Use Article of the Annotated Code of Maryland grants the Mayor and City Council the power to enact a zoning ordinance, amend it from time to time, and provide for its administration and enforcement.

WHEREAS, in 2021, the State of Maryland passed legislation legalizing sports wagering and fantasy competitions, subject to State licensure requirements.

WHEREAS, the said State legislation is set forth in Section 9-1D-01 of the State Government Article of the Annotated Code of Maryland as to fantasy competitions and 9-1E-01 of the said State Government Article as to sports wagering.

WHEREAS, local businesspersons have expressed interest in obtaining licensure for the conduct of such activities in the City.

WHEREAS, the Zoning Ordinance does not address the conduct of said activities and it does not address gambling activities.

WHEREAS, the purpose of this Ordinance is to amend the City Zoning Ordinance (Chapter 25 of the City Code) to generally allow for "gambling facilities," including fantasy competitions and sports wagering.

WHEREAS, by separate ordinance, the City's gambling ordinance Section 11-123, will be amended to allow for the conduct of gaming competitions and sports wagering.

WHEREAS, the Mayor and City Council deem it necessary for the purpose of promoting the health, safety, morals, and/or general welfare of the City to amend the City of Cumberland Zoning Ordinance from time to time.

WHEREAS, the City of Cumberland Municipal Planning and Zoning Commission held a public hearing on the subject matter of this Ordinance on the 28th day of March, 2022, and determined that it should recommend that the Mayor and City Council pass an Ordinance adopting the amendments to the City of Cumberland Zoning Ordinance which were proposed by staff.

WHEREAS, notice of the time and place of the hearing was published in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on March 7, 2022 and March 14, 2022), the first such notice having been published at least 14 days prior to the hearing, as required by Section 25-439(b).

WHEREAS, the Mayor and City Council held a public hearing regarding the subject matter of this Ordinance on April 19, 2022, having published notice of the time and place of the hearing together with a summary this Ordinance in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on April 4, 2022 and April 11, 2022), the first such notice having been published at least 14 days prior to the hearing, as required by Section 25-437(f) of the City Code and Section 4-203(b) of the Land Use Article of the Annotated Code of Maryland.

WHEREAS, consistent with the recommendation of the Municipal Planning and Zoning Commission, the Mayor and City Council have determined that they should approve the proposed amendments to the Zoning Ordinance.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Section 25-23 of the City Code is hereby amended to include the following definition:

Gambling facility means a building or other structure used, in whole or in part, for gambling permitted under state law and section 11-132 of the city code.

SECTION 2: AND BE IT FURTHER ORDAINED, that the portion of the Use Regulations Table set forth in Section 25-132 of the City Code applicable to Zoning Ordinances, is hereby amended as follows [NOTE: Bold print and highlighted provisions show the amendments to Section 25-132:

USE REGULATIONS TABLE

Key: P Permitted Use C Conditional Use P* Permitted only within cluster developments (pursuant to Section 9)											
USE DESCRIPTION	R-E	R-S	R-U	R-O	B-L	B-H	B-CBD	B-C	I-G	G-C	G-I
Recreation, Amusement, Entertainment											
....											
Gambling activities					P	P	P	P	P	P	P
....											

SECTION 3: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect ten (10) days from the date of its passage.

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

File Attachments for Item:

2. Ordinance 3914 (*2nd and 3rd readings*) - to amend Section 11-132 of the City Code pertaining to gambling to legalize fantasy competitions and sports wagering

ORDINANCE NO. 3914

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO AMEND SECTION 11-132 PERTAINING TO GAMBLING FOR THE PURPOSE OF LEGALIZING FANTASY COMPETITIONS AND SPORTS WAGERING."

WHEREAS, Article V of Chapter 11 of the City Code sets forth offenses pertaining to public morals, including, but not limited to, the prohibitions against gambling set forth in Section 11-132.

WHEREAS, in 2021, the State of Maryland passed legislation legalizing fantasy competitions (see Title 9, Subtitle 1D of the State Government Article of the Annotated Code of Maryland) and sports wagering (see Title 9, Subtitle 1E of the State Government Article), both subject to State licensure requirements.

WHEREAS, local businesspersons have expressed interest in obtaining State licensure for the conduct of such activities in the City.

WHEREAS, although presently illegal in Cumberland, this Ordinance will legalize fantasy competitions and sports wagering, subject to State licensure requirements.

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

SECTION 1: Section 11-132 of the Code of the City of Cumberland (1991 Edition) is amended to include a new subsection (d) which shall read as follows:

Sec. 11-132. - Gambling.

- (a) No person within the city shall set up, keep or maintain any faro table, faro bank or gambling device or run a gaming table or game of chance of any kind, except those not prohibited under the general laws of the state.
- (b) No owner, proprietor, lessee or occupier of any house or building shall knowingly permit gambling on his premises.

(c) If any person is arrested and convicted in connection with a violation of any gaming law of the city, and there is taken into custody in connection therewith any gaming device or gambling paraphernalia used in connection with such offense or incident thereto, such gambling device or paraphernalia shall be confiscated and destroyed by the chief of police.

(d) Subsections (a), (b) and (c) shall not apply to fantasy competitions and sports wagering permitted under and in accordance with the laws of the State of Maryland.

[NOTE: Amendments are set forth in bold print underlined text]

SECTION 2: This Ordinance shall take effect from the date of its passage.

Passed this _____ day of _____, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

File Attachments for Item:

. **Ordinance 3915** - (*1st reading*) - to rescind Ordinance No. 3912, which authorized the conveyance of 107/109 S. Allegany Street to Del and Del Allegany Properties LLC for the amount of \$3,500, accepting Del and Del Allegany Properties LLC request to renege their bid, and accepting the bid of C Corp Leasing in the amount of \$5,000 for said property, as originally offered in the 2022 Request for Bids for Surplus Property Round IV

ORDINANCE NO.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED "AN ORDINANCE TO RESCIND AND ABROGATE ORDINANCE NO. 3912 AND TO AUTHORIZE THE EXECUTION OF A DEED FOR THE PURPOSE OF CONVEYING CERTAIN SURPLUS PROPERTY LOCATED AT 107-109 S. ALLEGANY STREET, CUMBERLAND, MD 21502 IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND TO C CORP LEASING, INC."

WHEREAS, Mayor and City Council of Cumberland is the fee simple owner of certain parcels of real property and the improvements thereon located at 107-109 S. Allegany Street, Cumberland, MD 21502 (the "Property"), in the City of Cumberland, Allegany County, Maryland;

WHEREAS, the Property was declared to be surplus property under the terms of Order No. 26,757, passed by the Mayor and City Council on February 16, 2021;

WHEREAS, the City solicited bids for the sale and purchase of the Property and Del and Del Allegany Properties, LLC was the successful purchaser;

WHEREAS, the Mayor and City Council passed Ordinance No. 3912 on May 3, 2022, authorizing the execution of a deed for the purpose of conveying the Property to Del and Del Allegany Properties, LLC.

WHEREAS, Del and Del Allegany Properties, LLC decided not to proceed with the purchase of the Property, thereby necessitating the rescission and abrogation of Ordinance No. 3912.

WHEREAS, C Corp Leasing, Inc. submitted the second-best bid for the purchase of the Property in response the aforesaid solicitation;

WHEREAS, C Corp Leasing, Inc. desires to purchase the Property for the sum of \$5,000.00 and the Mayor and City Council agree to sell it to that corporation for that sum, subject to the terms and conditions relative to the expeditious repair and revitalization

of the Property set forth in the deed attached hereto as Exhibit A; and

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

NOW, THEREFORE

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that, upon C Corp Leasing, Inc.'s execution of a deed with the same substance as the deed attached hereto as Exhibit A, the Mayor and City Clerk be and they hereby are authorized to execute the said deed, thereby effecting the conveyance of the Property to C Corp Leasing, Inc. for the purchase price in the amount of \$5,000.00; and

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

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

Passed this _____ day of June, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A

DEED ONLY – NO TITLE SEARCH PERFORMED

THIS QUITCLAIM DEED, made this ____ day of _____, 2022, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND (the “City”)**, a Maryland municipal corporation, and **C CORP LEASING, INC. (the “Grantee”)**.

WITNESSETH:

That for and in consideration of the sum of Five Thousand Dollars (\$5,000.00), cash in hand paid and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, the City does hereby quitclaim to the Grantee, its successors and assigns all of the party of the first part’s right, title, interest and estate in and to the following-described pieces or parcels of real estate lying and being in the City of Cumberland, Allegany County, Maryland, to wit:

PARCEL ONE

ALL that lot or parcel of ground situated on the East side of South Allegany Street and House No. 107 in the City of Cumberland, Allegany County, State of Maryland, and being more particularly described as follows, to-wit:

BEGINNING for the same at an iron pin on the East side of South Allegany Street and South 7 degrees and 25 minutes West 100 feet from the point of intersection of said East side of South Allegany Street and the South side of Greene Street, and running thence with the said East side of South Allegany Street, South 7 degrees and 25 minutes West 17 9/10 feet to a chiseled mark in the concrete sidewalk; thence leaving the said South Allegany Street and with the centerline of the partition wall of the double brick dwelling on the whole property of which this is a part, South 82 degrees and 2 minutes East 140 feet to a stake standing on the third line of the said whole property; thence with the remainder of the third line and with the fourth line of the said whole property North 7 degrees and 25 minutes East 19-25/100 feet and North 82 degrees 35 minutes West 140 feet to the beginning.

PARCEL TWO

ALL that lot or parcel of ground situated on the East side of South Allegany Street and House No. 109 in the City of Cumberland, Allegany County, State of Maryland, and being more particularly described as follows:

BEGINNING for the same at a chiseled mark on the East side of South Allegany Street and South 7 degrees and 25 minutes West 117-9/10 feet from the point of intersection of the said East side of South Allegany Street and the South side of Greene Street said beginning point also marks 17-9/10 feet on the first line of the whole property of which this is a part and running thence with the East side of South Allegany Street and the remainder of the said first line, South 7 degrees and 25 minutes West 20-1/10 feet to the original iron stake; thence leaving South Allegany Street and with the second line of the said whole property, South 82 degrees and 35 minutes East 140 feet to a chiseled mark on the concrete block wall in the rear of this property; thence with part of the third line of the said whole property, North 7 degrees and 25 minutes East 18-75/100 feet to a stake thence cutting across the said whole property and with the centerline of the partition wall of the double brick dwelling on the said whole property North 82 degrees and 2 minutes West 140 feet to the beginning.

The improvements on Parcels One and Two being commonly known as 107-109 S. Allegany Street, Cumberland, MD 21502.

IT BEING the same property described in the deed from Timothy L. Kenney and Lisa L. Kenney to Mayor and City Council of Cumberland dated October 1, 2021 and recorded among the Land Records of Allegany County, Maryland in Book 2736 Page 461.

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

TO HAVE AND TO HOLD the above-described property unto the Grantee, his personal representatives, heirs and assigns in fee simple forever.

In connection with the foregoing conveyance, the City and the Grantee covenant and agree as follow:

1. No later than two (2) months from the date of this deed, the Grantee shall clean up the exterior of the property, to include mowing, weeding, trash removal, and repair of any exterior property maintenance issues not requiring a permit.
2. No later than three (3) months from the date of this deed, the Grantee shall have applied for all permits required for the performance of the work detailed herein.
3. No later than six (6) months from the date of this deed, the Grantee shall complete all structural repairs detailed in the inspection report of SPECS Consulting Engineers & Surveyors dated January 28, 2022, a copy of which is attached hereto as Attachment 1, and all doors and windows shall be repaired or boarded up so as to secure the property and close it off from the elements.

4. No later and twelve (12) months from the date of this deed, the Grantee shall:
 - (a) Repair or replace all windows and doors, including, but not limited to, all doors and windows that were boarded up to secure the property and close it off from the elements;
 - (b) Repair or replace exterior siding and trim;
 - (c) Repair or replace porch decking, railings, and stairs; and
 - (d) Repair, replace or remove any accessory structures; and
5. No later than two (2) years from the date of this deed, (a) the Grantee shall have completed the rehabilitation of the exterior and interior of the property so it is ready for occupancy and (b) the rough framing, electrical and plumbing work shall have been completed and passed all inspections.
6. The City and its designees shall have right to inspect the hereinbefore-described property from time to time in order to ensure that the work described in paragraphs 1 through 5 above is progressing and is being performed and completed in the manner described herein; provided, however, that the City shall endeavor to give the Grantee no less than seventy-two (72) hours advance notice of any such inspections. The Grantee shall fully cooperate with the City and its designees in regard to the scheduling and conduct of the inspections.
7. The Grantee may not convey the property described above or any interest therein (aside from a security interest granted subject to these covenants, restrictions and agreements) to a third party until all of work described in paragraphs 1- 5 hereinbefore is completed in accordance with the terms and provisions set forth therein. Any such conveyance or attempt at such conveyance shall be null and void.
8. Should the Grantee fail to comply with the terms and provisions of paragraphs 1-5 hereinbefore, the title to the real property and improvements conveyed by the terms of this deed shall immediately and without the necessity of any further action on the part of the City, revert and revest in the City, and the Grantee shall lose and forfeit all of its rights, title and interest therein and thereto as well as the fixtures, rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, and the City shall have the right of re-entry to the said

property. Further, the Grantee shall execute a deed effecting the conveyance of the hereinbefore-described property, improvements, fixtures, etc. to the City in the event the requirements set forth in paragraph 1-5 above are not satisfied in a timely manner. In the event the City institutes litigation to enforce the terms of this paragraph, the Grantee shall be liable for the City's reasonable attorneys' fees.

9. In furtherance of the terms and provisions set forth in the preceding section, the Grantee hereby grants the City Administrator (or acting or interim City Administrator) of the City the power and authority in its stead to execute and deliver a deed or deeds to the hereinbefore-described property to the City in the event the Grantee fails to comply with the terms and provisions set forth in paragraphs 1- 5 hereinbefore and to perform any and all acts required to effect the conveyance of the hereinbefore-described property to the City
10. The terms and provisions of paragraphs 7-9 are irrevocable; however, they shall expire four (4) years from the date of this deed. Those terms and provisions shall not be affected by the disability or incapacity of the Grantee.
11. If the requirements set forth in paragraphs 1- 5 above have been satisfied before the expiration date set forth in the preceding paragraph, upon the request of the Grantee, the City shall deliver a deed surrendering the rights of reverter described herein to the Grantee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name and seal and duly attested all on the day and date first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring, City Clerk

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

C CORP LEASING, INC.

By: _____ (SEAL)
Jared Court, President

Grantee Witness #1

Printed name

Address

Grantee Witness #2

Printed name

Address

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

I HEREBY CERTIFY, that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Raymond M. Morriss**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Mayor of Mayor and City Council of Cumberland, a municipal corporation of the State of Maryland, and acknowledged the foregoing to be the act and deed of the said Mayor and City Council of Cumberland; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$5,000.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

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

I HEREBY CERTIFY, that on this ____ day of _____, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Jared Court**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the President of C Corp Leasing, Inc., a corporation, and acknowledged the foregoing to be the act and deed of the said corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$5,000.00; and he further made oath in due form of law that this transaction is not subject to the provisions of Section 10-912 of the Tax General Article of the Maryland Annotated Code as the grantor is a resident entity of the State of Maryland.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

Attorney Certification

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

Michael Scott Cohen



January 28, 2022

Mr. Kevin Thacker
Code Compliance Manager
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

**RE: Inspection of Water Damage
107-109 Allegany Street, Cumberland
SPECS Project No. 5538**

Dear Mr. Thacker:

On January 14, 2022, you accompanied me as I performed a visual inspection of a duplex at 107-109 Allegany Street. The structure was unoccupied at the time of visit. It is my understanding that the City has purchased these units and will make them available for developers. The purpose of this report is to document the structural conditions of the units for future development.

For the most part, this is a complete cosmetic gut and replace job with a significant amount of structural work involved. The following is synopsis of the condition of the units. Pictures of the units are attached at the end of the report.

107 Allegany Street

This is the northern half of the duplex. There is water damage to the first floor and second floor. This side will require selective demolition and replacement of the interior structural components. Most of the damage appeared to be confined to finishes except for a small area on the second floor.

109 Allegany Street

This is the southern half of the duplex. This side will require a complete structural restoration. The developer should anticipate a complete structural remodel of this side, including all floors and interior walls. The basement in this unit is unfinished with a dirt floor. Caution should be exercised when entering this unit as the floors are unstable and subject to collapse.

Exterior Walls

The exterior walls of both units appear to be in serviceable condition. The finishes on the walls will need removed. The exterior walls appear to be solid masonry.

Roof

The roof over both units will need to be replaced. The damage on 109 is extensive enough to require the roof joists to be selectively replaced. The remaining roof joists will need to be evaluated for water damage. Special attention should be directed to the middle load bearing wall and the end conditions of the roof joists. There is a sizeable hole over 109. It appears that most of the water damage stems from this hole in the roof.

Electrical, Plumbing and HVAC

The utilities in both units will need to be completely replaced per code. New electrical services and whole house wiring should be anticipated. Plumbing will need to be evaluated based on re-designed layout. Water was not available during the inspection, but it is doubtful if the lines are serviceable and should be assumed to have substantial leaks. HVAC will need to be replaced in both units.

Mold and Environmental Factors

Mold was not evaluated in the inspection, but given the amount of water damage, should be expected particularly in hidden areas. It is recommended that once gutted, a mold specialist be consulted to determine if additional measures will be needed. Given the age of the structure, lead is anticipated. The developer will need to follow the State's guidelines for lead abatement.

The intent of this inspection is to assist in the evaluation of the condition of the structural issues and is based on observations of the visible and apparent condition of the building and its components on the date of inspection. The results and recommendations provided are based on the best available information and are not intended to convey any representation regarding latent or concealed defects that may exist, and no warranty or guarantee is expressed or implied. No destructive testing or loading analysis has been performed. SPECS reserves the right to modify these recommendations based on revised information as it is presented to us. Additional digital photographs were taken and are available upon request.

If you have any additional questions, please contact me at 301.777.2510x15 or by email at rrase@specseng.com.

Sincerely,
SPECS, Inc.



Raymond C. Rase, PE, PLS
Project Manager

File Attachments for Item:

- . **Ordinance 3916** (*1st reading*) - providing for the City Tax Levy for FY23

ORDINANCE NO. _____

An Ordinance of the Mayor and City Council of Cumberland, Maryland, entitled, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND PROVIDING FOR THE CITY TAX LEVY FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the levy for the Fiscal Year 2023 for the City of Cumberland shall be as follows:

		Net		
		Assessable	Tax Rate Per	
		Base	\$100	Tax Levy
Property Taxes				
Real Estate		\$ 921,064,787	1.0595	\$ 9,758,681
Personal Property				
	Individual	1,397,281		
	Corporation	101,057,402		
		102,454,683	2.648	2,713,000
	Penalties and Interest			467,000
	Tax Credits			(247,000)
Total Tax Levy				\$ 12,691,681
Other Revenues				
Other Taxes		584,574		
Licenses & Permits		113,700		
Intergovernmental		9,537,394		
Charges for Services		1,729,840		
Fines, Forfeitures & Interest		31,720		
Miscellaneous		1,057,349		
Total Other Revenue				13,054,577
Total Revenue				\$ 25,746,258
Other Financing Sources				
Transfers-in				\$ 2,473,409
Capital Financing				1,179,870
(Increase) Decrease Restricted Fund Balance				3,750,741
Total Other Financing Sources				\$ 7,404,020
Total Revenue and Other financing Sources				\$ 33,150,278

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

Passed this _____ day of June, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

File Attachments for Item:

. **Ordinance 3917** (*1st reading*) - providing for the annual expenditure appropriation for the FY23 General Fund

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND PROVIDING FOR THE ANNUAL APPROPRIATION FOR THE GENERAL FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and they are hereby appropriated for the respective purposes of the City of Cumberland for the Fiscal Year beginning July 1, 2022, and ending June 30, 2023, to-wit:

General Government	\$ 2,118,551
Public Safety	13,038,414
Public Works	2,883,624
Recreation	861,734
Community Development	2,868,141
Debt Service	3,534,384
Transfer Out	5,458,491
Total General Fund Appropriation	\$ 30,763,339

SECTION 2: AND BE IT FURTHER ORDAINED, that the appropriations made herein are continuing in nature and shall not lapse at the end of the fiscal year (June 30, 2023) if legally encumbered but shall continue in full force and effect until the encumbrance has been completed or until modified by the Mayor and City Council.

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

Passed this _____ day of June, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

File Attachments for Item:

. **Ordinance 3918** (*1st reading*) - providing for the annual expenditure appropriation for the FY22 Water Fund

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE FOR AN APPROPRIATION FOR THE WATER FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following operating budget is hereby appropriated for the respective departments and purposes of the City of Cumberland Water Fund for the Fiscal Year beginning July 1, 2022, and ending June 30, 2023, to-wit:

Water Administration	\$ 1,194,464
Water Distribution	2,936,543
Water Filtration	2,171,147
Interest Expense	454,681
Principal Payments	1,193,167
Capital Expenditure	4,010,000
Total	\$ 11,960,002

SECTION 2: AND BE IT FURTHER ORDAINED, that there shall be levied and collected Service Charges in accordance with rates set forth in Section 24-86 of the Code of the City of Cumberland, and as the same may be from time to time amended, to produce sufficient revenue to enable the City of Cumberland to defray the cost of operating, maintaining, repairing and otherwise improving the Water System, and pay the maturing principal and interest on the bonded debt for the Fiscal Year ending June 30, 2023.

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

Passed this _____ day of June, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

File Attachments for Item:

. **Ordinance 3919** (*1st reading*) - providing for the annual expenditure appropriation for the FY23 Sewer Fund

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MD, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE FOR AN APPROPRIATION FOR THE SEWER FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and are hereby appropriated for the respective departments and purposes of the City of Cumberland Sewer Fund for the Fiscal Year beginning July 1, 2022, and ending June 30, 2023, to-wit:

Wastewater Treatment Plant	\$ 6,615,978
Sanitary & Storm Sewer	1,834,483
Flood Control	599,732
Interest Expense	204,691
Principal Payments	723,036
Capital Expenditures	2,911,511
Total	\$ 12,889,431

SECTION 2: AND BE IT FURTHER ORDAINED, that there shall be levied and collected Service Charges in accordance with rates set forth in Section 27-9 of the code of the City of Cumberland to defray the cost of operating, maintaining, and repairing and otherwise improving the Sanitary and Storm Sewer system, and pay the maturing principal and interest on the bonded debt for the Fiscal Year ending June 30, 2023.

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

Passed this _____ day of June, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

File Attachments for Item:

. **Ordinance 3920** (*1st reading*) - providing for the annual expenditure appropriations for the FY23 Special Purpose Funds

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED, "AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND TO PROVIDE APPROPRIATIONS FOR VARIOUS SPECIAL PURPOSE FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023."

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that the following sums of money be and are hereby appropriated for the respective funds and purposes of the City of Cumberland for the Fiscal Year beginning July 1, 2022, and ending June 30, 2023, to-wit:

Housing Assistance	\$ 2,364,800
Downtown Development Commission	368,573
Community Development Block Grant	877,810
Police Grants	419,794
Community Legacy	120,000
Special Projects	333,290
Capital Projects	12,643,900
Street Improvements	1,367,868
Municipal Parking Authority	541,382
Trash Removal	1,843,865
Total	\$ 20,881,282

SECTION 2: AND BE IT FURTHER ORDAINED, that the appropriations made herein are continuing in nature and shall not lapse at the end of the Fiscal Year (June 30, 2023) but shall continue in full force and effect until the project for which the appropriation has been made is completed or until modified by the Mayor and City Council.

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

Passed this _____ day of June, 2022.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring
City Clerk

File Attachments for Item:

. **Order 27,005** - authorizing execution of a Donation Agreement with Kevin Kniseley, Personal Representative of the Estate of Robinhood Constitution, AKA Mark Anthony Shryock, for the donation of property at 766 Maryland Avenue (Tax ID 04-009746) to the City, and authorizing the City's acceptance of the deed and execution of documentation to effect the transfer

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

ORDER NO. 27,005

DATE: May 17, 2022

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 Kevin Kniseley, Personal Representative of the Estate of Robinhood Constitution, AKA Mark Anthony Shryock (Donor) and the Mayor and City Council of Cumberland whereby certain property at 766 Maryland Avenue (Tax No. 04-009746) shall be transferred to the City for the sum of \$1.00; and

BE IT FURTHER ORDERED, that the City shall accept the deed to effect transfer of said property, provided settlement contingencies are met; and

BE IT FURTHER ORDERED, that should it be necessary to extend the date for closing under the terms of the Contract, the City Administrator and City Solicitor are jointly and severally granted the authority to enter into agreement for said purpose; and

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

Raymond M. Morriss, Mayor

THIS DEED, made this 12th day of May, 2022, by and between **KEVIN KNISELEY, PERSONAL REPRESENTATIVE OF THE ESTATE OF ROBINHOOD CONSTITUTION AKA MARK ANTHONY SHRYOCK**, party of the first part, and **MAYOR AND CITY COUNCIL OF CUMBERLAND**, party of the second part, a Maryland municipal corporation.

WHEREAS, Robinhood Constitution AKA Mark Anthony Shryock departed this life intestate on or about August 15, 2021;

WHEREAS, in Estate No. 38272 in the Office of the Register of Wills of Allegany County, Maryland, Kevin Kniseley was appointed Personal Representative on August 17, 2021, and was authorized to sell or dispose of any real estate owned by the decedent; and

WHEREAS, it is the intention and desire of the said Kevin Kniseley, Personal Representative of the Estate of Robinhood Constitution AKA Mark Anthony Shryock, to convey the hereinafter described real estate to the party of the second part in accordance with the laws of the State of Maryland.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part does hereby grant, bargain and sell, release, confirm and convey unto the party of the second part, its successors and assigns:

ALL that lot of land in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to wit:

BEGINNING for the same at a stake on the easterly side of Maryland Avenue, it being at the end of the first line of the lot conveyed by the Johnson, Steward and Walsh Company to Peter P. Copeland by deed dated the 31st day of July, A.D., 1903, and recorded in Liber J.W.Y. No. 93, Folio 651, Allegany County Land Records, and running thence with said avenue, South 32 ½ degrees West 44 feet to a point

distant five feet from the beginning for the lot conveyed by the Johnson, Steward and Walsh Company to Harrison Swartzwelder by deed dated the 17th day of July, A.D., 1905 and recorded in Liber 98, Folio 16, Allegany County Land Records, and running thence five feet distant from and reversing, the fifth line of said Swartzwelder lot, South 37 ½ degrees East 108 ½ feet, then North 55 degrees East 44 feet to the second line of said Peter Copeland's lot extended Southeasterly, and then reversing said second line as extended, North 38 1/6 degrees West 127 feet to the place of beginning.

The improvements thereon being known as 766 Maryland Avenue, Cumberland, Maryland 21502.

IT BEING the same property described as Parcel No. Two in the deed from Nicholas Walters to Mark A. Shryock dated November 16, 2015, and recorded among the Land Records of Allegany County, Maryland in Book 2177, Page 164.

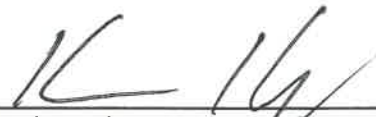
TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

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

WITNESS the hand and seal of the party of the first part the day and year first above written.

WITNESS:



 (SEAL)
**Kevin Kniseley, Personal Representative of the
Estate of Robinhood Constitution AKA Mark
Anthony Shryock**

[remainder of page intentionally left blank]

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

I HEREBY CERTIFY, that on this 12 day of May, 2022, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Kevin Kniseley, Personal Representative of the Estate of Robinhood Constitution AKA Mark Anthony Shryock**, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and did acknowledge that, being authorized to do so, he executed the same for the purposes therein contained; and he further certified under the penalties of perjury that the actual consideration for the foregoing conveyance is \$0.00 and that the total payment made to the grantor was \$0.00.

WITNESS my hand and Notarial Seal.



NOTARY PUBLIC

My Commission Expires: 10/4/2025



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

DONATION AGREEMENT

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

RECITALS

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

Tax Id No. 04-009746
766 Maryland Ave., Cumberland, MD 21502
Described in the deed recorded in the Land Records of Allegany County, Maryland in Book 2177, Book 164;

WHEREAS, Donor has 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 this Agreement as though they were set forth in full herein.

2. **Donation.** Subject to the terms and conditions of this Agreement, Donor agrees to donate the 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 (or the delivery of the deed shall be effected) no later than sixty (60) days from the Effective Date unless said time frame is extended by written agreement of the parties. The City Solicitor and City Administer are empowered by the City to execute agreements to extend this sixty (60) day period.

3. **Estate/Condition.** The Property shall be conveyed to the City in fee simple and in "AS IS" condition. Donor 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 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 are located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property.

5. **Appraisal.** Donor has 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 for the Property. Upon delivery of the deed for the Property and the City's acceptance of the same, Donor shall provide the City with the appropriate tax documents relative to their eligibility to claim the aforesaid tax deduction, including, but not limited to, IRS Form 8283 and the acknowledgment required under 21 U.S.C. § 170(f)(8)¹. Upon the City's acceptance of the deed and its receipt of the appraisal(s) and the appropriate tax documentation, the City Administrator shall execute the tax documentation on behalf of the City, it being understood and agreed that he is specifically empowered to do so under the terms of this Agreement. It is understood and agreed that the City shall not be required to execute any such documents attesting to the value of the Property in the event such valuation is not supported by an appraisal or appraisals performed by a licensed real estate appraiser. Further, Donor shall be solely responsible for the preparation and processing of the aforesaid tax documentation as well as its submission to the IRS, and the City shall have no liability relative thereto, even if it provides assistance to Donor with respect to such matters.

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

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

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

7. **Possession.** Donor agrees 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 Donor held title to the Property, Donor warrants that he/she/it/they has/have, by acts or omission or commission, not subjected the Property (including land, surface water, ground water, and improvements) to contamination, including (i) any hazardous waste, underground storage tanks, petroleum, regulated substances or used oil as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.) as amended, or by any regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.) as amended, or by any regulations promulgated thereunder (including, but not limited to, asbestos and radon); (iii) any oil, petroleum products and their byproducts as defined by the Maryland Natural Resources Code, § 8-411(a)(3) as amended, or by any regulations promulgated thereunder; (iv) any hazardous substance as defined by the Maryland Health Environmental Code, Title 7, Subtitle 2, as amended or by any regulations promulgated thereunder; (v) any substance the presence of which on, in or under the Property, is prohibited by any law similar to those set forth above; and (vi) any other substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment or disposal. Notwithstanding the foregoing, if, subsequent to the date of the execution of this Agreement and prior to closing, Donor discloses 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 and transfer taxes under Md. Tax Property Code Ann. § 12-108 (A)(1) and 13-207(a)(1). The City shall pay the court fee for the recordation of the deed.

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

12. **Breach of Agreement and Default.** The City and Donor are required and agree to make full settlement in accordance with the terms of this Agreement and acknowledge that failure to do so constitutes a breach hereof. If the City fails to make full settlement or is in default due to its failure to comply with the terms, covenants and conditions of this Agreement, Donor may pursue any legal or equitable rights which may be available to her. If Donor fails to make full settlement or is in default due to

his/her/its/their failure to comply with the terms, covenants and conditions of this Agreement, the City is entitled to pursue such rights and remedies as may be available, in law or in equity, including, without limitation, an action for specific performance of this Agreement.

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

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

15. Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United States certified mail, postage prepaid, return receipt requested at the address stated below.

To Donor:

~~Dennis~~ ^{Kevin} Kniseley
Personal Representative of the Estate of Robinhood Constitution
15812 Brice Hollow Road
Cumberland, MD 21502

To the City:

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

with a copy to:

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

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

17. Invalidity. If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or

part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

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

19. **Waiver of Jury Trial.** DONOR AND THE CITY EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER OR BOTH 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 DONORS AND THE CITY, 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. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.


24. **Signing by Facsimile or Other Electronic Means.** Each of the parties hereto expressly authorizes and agrees to sign facsimile and/or other electronically transmitted copies or counterparts of this Agreement. Said facsimile and/or other electronically transmitted signed copies or counterparts shall have the same binding effect as would a signed original Agreement or counterpart once delivered to the other party.

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:



Marjorie A. Woodring,
City Clerk

 (SEAL)
Kevin Kniseley, Personal Representative of
the Estate of Robinhood Constitution AKA
Mark Anthony Shryock
5/12/22.

Date

**MAYOR AND CITY COUNCIL
CUMBERLAND**

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

date

File Attachments for Item:

. **Order 27,006** - authorizing execution of a Community Legacy Program Grant Agreement with the Department of Housing and Community Development regarding the disbursement and use of \$50,000 in funding for the YMCA Gilchrist HVAC Installation Project, and authorizing the City Comptroller to accept the funding

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

ORDER NO. 27,006

DATE: May 17, 2022

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

THAT, the Mayor be and is hereby authorized to execute a Community Legacy Program Grant Agreement by and between the Department of Housing and Community Development and the Mayor and City Council of Cumberland regarding the disbursement and use of Fifty-Thousand Dollars (\$50,000) in funding for the “YMCA Gilchrist HVAC Installation Project”; and

BE IT FURTHER ORDERED, that the City Comptroller be and is hereby authorized to accept said grant funds; and

BE IT FURTHER ORDERED, that the Mayor and City Administrator be and are hereby authorized to execute all paperwork necessary for the disbursement, receipt, and use of funds.

Raymond M. Morriss, Mayor

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY LEGACY PROGRAM GRANT AGREEMENT**

TABLE OF CONTENTS

AWARDEE: Mayor and City Council of Cumberland, Maryland

AWARD ID#: CL-2022-Cumberland-00229

PROJECT NAME: YMCA Gilchrist HVAC Installation

- ☐ **Community Legacy Program Grant Agreement**
- ☐ **Exhibit A - CL-2022-Cumberland-00229
Project Description, Scope of Work, and Special Conditions**
- ☐ **Exhibit B - CL-2022-Cumberland-00229
Project Budget**
- ☐ **Exhibit C - CL-2022-Cumberland-00229
Project Schedule**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY LEGACY PROGRAM GRANT AGREEMENT**

THIS COMMUNITY LEGACY PROGRAM GRANT AGREEMENT (this "**Agreement**") is entered into as of the Effective Date (as defined herein) by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and Mayor and City Council of Cumberland, Maryland (the "**Grantee**").

RECITALS

- A. This Agreement is issued pursuant to §§6-201 through 6-213 of the Housing and Community Development Article (the "**Act**") and the regulations promulgated thereunder and set forth in COMAR 05.17.01 (the "**Regulations**"). The Act establishes the Community Legacy Program (the "**Program**"). Capitalized terms not defined herein have meanings set forth in the Regulations or the Act.
- B. The purposes of the Program are to:
1. Preserve existing communities as desirable places to live and conduct business, to reduce outward pressure for sprawl development; and
 2. Provide financial assistance to Sponsors or their designees to develop sustainable community plans or Community Legacy projects.
- C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2022 application (the "**Application**") the Department has approved an award of funds to Grantee to carry out a Program project, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, the Department's Program Policy Guide, as amended from time to time (the "**Guide**"), and this Agreement.

AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Sustainable Community or Eligible Opportunity Zone Designation.

- a) The Project is located in a geographic area (the "Area") that has been designated by the Smart Growth Subcabinet (as defined in §9-1406 of the State Government Article) as a Sustainable Community or is in an Eligible Opportunity Zone.
- b) If located in a Sustainable Community, the Project will enhance and support the plan that has been approved by the Smart Growth Subcabinet as a Sustainable Community Plan.

2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Fifty Thousand Dollars (\$50,000)** (the "Grant") to be used for the purposes of funding the Community Legacy Project (the "Project") described in Exhibit A - CL-2022-Cumberland-00229 (the "Project Description").
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.
- c) The Project shall not include or support projects for which the principal use of the project is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application and the Project and the execution of this Agreement are not to be construed as approval of any other projects described in the Application.
- e) The Grant is subject to and contingent on the availability and allocation of sufficient State of Maryland (the "State") funds to the Program.

3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
- b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - CL-2022-Cumberland-00229 (the "Project Budget"). Grantee may not expend more than the amount allocated for any category in the Project Budget without the prior written consent of the Department; provided, however, that Grantee may transfer up to ten percent (10%) of the Grant funds between Project Budget line items without prior written approval of the Department, so long as (i) the line item to which Grant funds are transferred already included some amount of the Grant allocated to it prior to such transfer by

Grantee; and (ii) Grant funds allocated to the column for capital amounts may not be transferred to an operating expense line item and Grant funds allocated to the column for operating amounts may not be transferred to a capital expenditure line item.

- c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.
 - d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
 - e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
 - f) If Grantee is not a Local Government, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal or other State agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services. Notwithstanding the foregoing, Grantee may not use any portion of the Grant funds allocated to capital expenditures for reimbursement of indirect costs.
- 4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.
- a) Grantee shall commence the Project on or prior to the date (the "**Commencement Date**") set forth in Exhibit C - CL-2022-Cumberland-00229 (the "**Project Schedule**").
 - b) Grantee shall complete the Project on or prior to the date set forth in the Project Schedule (the "**Completion Date**").
 - c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation and upon completion.
 - d) The Department must approve in writing all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
 - e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.
 - f) On or before the Completion Date, Grantee shall obtain any applicable certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.

- 5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:
- a) If the Project is subject to review by the Maryland Historical Trust ("MHT"), then MHT or the Department's qualified staff has reviewed the Project for impact on historic properties and determined that the Project will have no adverse effect on historic properties. If MHT or the Department's qualified staff determines that the Project will have an adverse effect, the Department may decline to fund the portion of the Project that has been determined to have an adverse effect. If the Department proceeds with funding the portion of the Project that has been determined to have an adverse effect, Grantee agrees to enter into an agreement with MHT and the Department (the "**MHT Agreement**") and fulfill any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and the Department. If the Department's determination that Grantee has satisfied its obligations to minimize or mitigate the adverse effect is contingent upon the Project meeting particular conditions, Grantee shall complete such conditions to the satisfaction of the Department.
 - b) The Maryland Codes Administration has approved any Project plans and specifications if the Department determines such approval is necessary.
 - c) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions set forth on Exhibit A - CL-2022-Cumberland-00229.
- 6) Other Funds.
- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.
 - b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.
- 7) Disbursement of the Grant.
- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses, unless the Department determines, in its sole discretion, that the nature of the Project warrants disbursement in advance for eligible costs anticipated to be incurred. The Department, in its sole discretion, may disburse funds for eligible costs incurred prior to the Effective Date.
 - b) Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred or anticipated to be incurred, for which disbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.

- c) Requests for payment should be made allowing approximately thirty (30) days to receive the Grant funds. The request for payment shall not exceed the eligible costs incurred and approved in writing by the Department.
- d) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment.

8) Records, Inspections and Reports.

Section 8 shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "**Records**"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the term of this Agreement.
- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the term of this Agreement. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as the Department determines to be necessary, in its sole discretion.
- iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of any contractors and subrecipients related to the Project for three (3) years following the end of this Agreement.

b) Inspections. During the term of this Agreement and for a period of three (3) years following the term of this Agreement, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement.

c) Reports.

- i) On January 1, April 1, July 1, and October 1 of each year during the term of this Agreement, Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Department. The interim progress reports shall contain such information as the Department reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.
- ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**") in a manner and form to be determined by the Department that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain a disbursement report that lists all expenditures relating to the Grant.

In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.

- iii) If any portion of the Grant is secured by collateral for the benefit of the Department the (“**Collateral**”) or is used as a loan to a subrecipient (a “**Loan**”) and the Department maintains an interest in such Loan, Grantee shall submit annual reports, in a manner and form to be determined by the Department, for the term of this Agreement.
- iv) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies; Termination.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the approved scope of work for the Project; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department’s sole determination; (iv) Grantee’s bankruptcy, insolvency, or the dissolution or liquidation of Grantee’s business organization or assets; (v) the failure to obtain Other Funds if, in the Department’s sole discretion, such failure would significantly impact the Project; or (vi) a change in Grantee’s staffing capacity that adversely affects Grantee’s ability to carry out the Project, in the Department’s sole discretion.
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.
- c) In the event of termination by the Department:
 - i) The Department may withhold disbursement of Grant funds and Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
 - ii) The Department may demand repayment from Grantee of any portion of the Grant proceeds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and
 - iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
- d) In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

- e) Grantee agrees to return any remaining proceeds of the Grant to the Department upon termination of the Agreement, whether the termination is due to default, completion of the Project, expiration of the Agreement, or for any other reason.

10) Grantee's Certifications. Grantee certifies that:

- a) Grantee is a Local Government, a group of Local Governments, a Community Development Organization, or a Community Development Financial Institution and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
 - b) This Agreement has been duly authorized, executed, and delivered by Grantee, and is the valid and legally binding act and agreement of Grantee.
 - c) Regarding conflicts of interest:
 - i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an “**Interested Person**”), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant.
 - ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting.
 - iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 10(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee’s Conflict of Interest Policy.
 - d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
 - e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, State, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
 - f) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- 11) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.
- 12) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 11 and Section 14 of this

Agreement, including reasonable attorney's fees, shall be immediately and without notice due and payable by Grantee to the Department, except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a Local Government, any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement exists only to the extent permitted by law and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.) (the "LGTCA"); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time (together, the "**Local Government Indemnification Statutes**"), and is not to be deemed as a waiver of any immunity that may exist in any action against a local government for its officers, agents, volunteers and employees.

13) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.

- a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs or activities.
- b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
 - i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - ii) Title VIII of the Civil Rights Act of 1968, as amended;
 - iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;
 - iv) The Department's Minority Business Enterprise Program, as amended;
 - v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;
 - vi) The Fair Housing Amendments Act of 1988, as amended; and
 - vii) The Americans with Disabilities Act of 1990, as amended.

14) Environmental Certification and Indemnification; Lead Paint. In connection with the ownership, lease, rehabilitation, construction, operation or demolition of real property or improvements thereon that are or may become a part of the Project (collectively and individually, "**Property**"):

- a) Grantee represents, warrants, and covenants that, other than as disclosed to the Department in writing prior to the Effective Date, there are no known hazardous materials located on the Property, that it will not cause or allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property, and that to the best of its knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations. De minimis amounts of household cleaning supplies, office supplies and petroleum-based products used in

the ordinary course of operating the Property and which are stored and disposed of in accordance with applicable laws are not considered hazardous materials.

- b) Grantee shall indemnify and hold the Department, its employees and agents harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement.
- c) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.

15) Non-Sectarian Certifications.

- a) Other than as disclosed to the Department in writing, Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property, shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.
- b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Insurance.

- a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.
- b) Grantee shall determine whether the Project is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Project is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.
- c) Grantee shall require, or shall cause any subrecipients to require, the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts satisfactory to the Department.
- d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
- e) To the extent applicable, insurance coverage shall be in force prior to the disbursement of the Grant proceeds and shall contain terms and coverages satisfactory to the Department.
- f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as loss payee and additional insured.

- g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies.
- h) If Grantee is a Local Government, or is otherwise approved by the Department, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to the Department.

17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a) Communications to the Department shall be mailed to:

Department of Housing and Community Development
Division of Neighborhood Revitalization
7800 Harkins Road
Lanham, Maryland 20706
Attention: Community Legacy Program

with a copy to:

Office of the Attorney General
7800 Harkins Road
Lanham, Maryland 20706
Attention: Division of Neighborhood Revitalization

- b) Communications to Grantee shall be mailed to:

Mayor and City Council of Cumberland, Maryland
57 North Liberty Street
Cumberland, MD 21502
Attention: Mrs. Ruth Davis-Rogers

18) Amendment. This Agreement may not be amended except by a written instrument executed by the Department and Grantee.

19) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

20) Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.

21) Assignment. This Agreement may not be assigned without the prior written approval of the Department.

- 22) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 23) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
- 24) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the date it is executed by the Department (the “**Effective Date**”) and shall continue in full force and effect until the later of (a) the Department close out of the Project in accordance with its procedures for closing out projects; (b) the final satisfaction of any Loan proceeds or obligations regarding any Collateral; or (c) the expiration of the period of time the Department requires a particular use of the Property, if any such restriction is set forth on Exhibit A - CL-2022-Cumberland-00229. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.
- 25) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 26) Delay Does Not Constitute Waiver. No failure or delay of the Department to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.
- 27) Technical Assistance. If the Project is not being completed or performed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may require that Grantee accept technical assistance the Department feels is necessary for the Project to proceed in a manner acceptable to the Department.
- 28) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.
- 29) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the “**PIA**”). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee.

Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

- 30) **CONFESSION OF JUDGMENT.** IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT (THE "HOLDER"), AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON.

THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.

EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.

THIS SECTION 30 SHALL NOT APPLY TO LOCAL GOVERNMENTS.

[Remainder Of Page Intentionally Left Blank]
WITNESS the hands and seals of the Department and the Grantee.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL OF
CUMBERLAND, MARYLAND**

By: _____ (SEAL)
Name: Mr. Raymond Morriss
Title: Mayor

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**, a principal
department of the State of Maryland

By: _____ (SEAL)
Kenneth C. Holt, Secretary

Date Executed on behalf of the Department/
Effective Date

Approved for form and
Legal sufficiency

Assistant Attorney General

Exhibits

Exhibit A - Project Description, Scope of Work, and Special Conditions
Exhibit B - Project Budget
Exhibit C - Project Schedule

EXHIBIT A - CL-2022-Cumberland-00229
PROJECT DESCRIPTION, SCOPE OF WORK, AND SPECIAL CONDITIONS

Project Name:
YMCA Gilchrist HVAC Installation

1. Project Description:

Installation of a new HVAC systems for the housing units located in the downtown Cumberland YMCA.

2. Project Address(es):

205 Baltimore Avenue Cumberland, MD

3. Scope of the Project:

Replacement of 20 HVAC units on the men's housing floor.

4. Project Financing (Evidence and Use of Funding Sources):

Community Legacy will contribute \$50,000 toward the installation of new HVAC units on the men's floor of the downtown Cumberland YMCA. The City of Cumberland will contribute \$54,000 through the City's Community Services Block Grant allocation. Total Project Cost: \$104,000.

5. Special Conditions:

If this award contains capital funds; all capital funds are to be used strictly for approved capital activities. The disbursement of grant funds requires that the Project be in a designated Sustainable Community at the time the funds are disbursed.

EXHIBIT B - CL-2022-Cumberland-00229
PROJECT BUDGET

Project Name:
YMCA Gilchrist HVAC Installation

	AWARD FUNDS		OTHER SOURCES OF FUNDS			
USE OF FUNDS BY ACTIVITY	Capital Amount	Operating Amount	Applicant's Contribution	Name(s) of Other Source(s)	Other Source Amount	TOTALS BY ACTIVITY
Site Pre-Dev: Acquisition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Arch/Eng Design	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Demolition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Infrastructure	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Stabilization	\$0	\$0	\$0		\$0	\$0
Site Dev: New Construction	\$0	\$0	\$0		\$0	\$0
Site Dev: Rehabilitation/ Renovation	\$50,000	\$0	\$54,000	CDBG City of Cumberland	\$0	\$104,000
Operations: Studies and Planning	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (Cash)	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (In-Kind)	\$0	\$0	\$0		\$0	\$0
Other (a):	\$0	\$0	\$0		\$0	\$0
Other (b):	\$0	\$0	\$0		\$0	\$0
Other (c): {OtherCDescription }	\$0	\$0	\$0		\$0	\$0
Other (d):	\$0	\$0	\$0		\$0	\$0
TOTALS:	\$50,000	\$0	\$54,000		\$0	\$104,000

Total Award: \$50,000
Total Project Cost: \$104,000

EXHIBIT C - CL-2022-Cumberland-00229

PROJECT TIMELINE

Project Name:

YMCA Gilchrist HVAC Installation

[illegible]

cc Ken
Margie
Ray

CLERK'S OFFICE

January 10, 2022

Mr. Raymond Morriss
Mayor
Mayor and City Council of Cumberland, Maryland
57 North Liberty Street
Cumberland, MD 21502

2022 JAN 12 PM 2:57

Re: Application ID # CL-2022-Cumberland-00229
"YMCA Gilchrist HVAC Installation"

Dear Mayor Morriss:

On behalf of Governor Larry Hogan and Lieutenant Governor Boyd Rutherford, it is my pleasure to inform you that your funding request for the Fiscal Year 2022 Community Legacy (CL) Program has been approved in the amount of \$50,000. Specifically, these funds will be available to assist you with the "YMCA Gilchrist HVAC Installation" Project.

This funding is conditional upon execution of an agreement between the Mayor and City Council of Cumberland, Maryland and the Maryland Department of Housing and Community Development (The Department). The Community Legacy (CL) Program is administered by the Department through the Division of Neighborhood Revitalization. Currently, staff is preparing the agreement and will be in contact with your office in the near future to discuss the specific terms of your agreement.

Again, congratulations on your award. If I may be of further assistance on this or any other matter, please do not hesitate to contact me or Kevin N. Baynes, Director of State Revitalization Programs, at 410-209-5823 or via email at kevin.baynes@maryland.gov.

Sincerely,



Kenneth C. Holt
Secretary

cc: Kevin N. Baynes, Director, State Revitalization Programs
Sara Jackson, Project Manager, State Revitalization Programs

KCH/knb/



File Attachments for Item:

. **Order 27,007** - reappointing Michael Scott Cohen as City Solicitor for a 4- year term, effective retroactive to May 16, 2022, through May 16, 2026

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

ORDER NO. 27,007

DATE: May 17, 2022

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

THAT, pursuant to the provisions of Section 26 of the Charter of the City of Cumberland, Michael Scott Cohen be and is hereby reappointed to the position of City Solicitor for a four-year term, effective retroactive to May 16, 2022, through May 16, 2026.

Raymond M. Morriss, Mayor

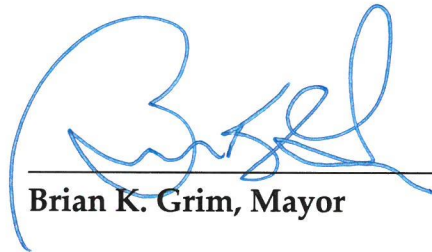
- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,290

DATE: May 15, 2018

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

THAT, pursuant to the provisions of Section 26 of the Charter of the City of Cumberland, Michael Scott Cohen be and is hereby reappointed to the position of City Solicitor for a four-year term, effective May 16, 2018 through May 16, 2022.



Brian K. Grim, Mayor

APPROVED MAY 15 2018